



Office of the City Manager

CONSENT CALENDAR  
 July 30, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: LaTanya Bellow, Director of Human Resources

Subject: Memorandum of Understanding: SEIU Local 1021 Maintenance & Clerical Chapter

RECOMMENDATION

Adopt a Resolution approving a one (1) year extension to Memorandum of Understanding (hereafter referred to as “MOU”) with SEIU Local 1021 Maintenance & Clerical Chapter (hereafter referred to as the “Union”) with a term of June 27, 2020 through June 26, 2021; authorizing the City Manager to execute and implement the terms and conditions of employment set forth in the extended MOU with no changes in compensation except for economic items related to the COVID-19 epidemic; and authorizing the City Manager to make non-substantive edits to the format and language of the Memorandum of Understanding in alignment with the tentative agreement, and conforming to legal requirements.

FISCAL IMPACTS OF RECOMMENDATION

The terms of the new MOU provide for no wage increase for the period of the one-year extension in response to the financial effects of the COVID19 pandemic. There is a modest cost related to additional COVID 19 leave for employees who were required to report to a City workplace for the period of March 17, 2020 – June 1, 2020. The funding for this agreement comes from the general fund and other funding sources.

CURRENT SITUATION AND ITS EFFECTS

The City’s labor contract with the Union expired and was fully terminated as of June 27, 2020. In an effort to reach agreement on a successor MOU, representatives of the City and representatives of the Union held approximately seven negotiating sessions beginning in May of 2020. The parties reached an extension agreement with no substantive change on all outstanding economic (aside from COVID-19 related issues), and non-economic issues on July 1, 2020.

While the labor contract expired and fully terminated on June 27, 2020, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired contract remain in full force and effect until modified through the collective bargaining process. The collective bargaining process has now been

completed and the parties have reached tentative agreement on all outstanding issues. On July 21, 2020, the Union ratified the tentative agreement by a vote.

**BACKGROUND**

There are approximately 445 employees represented by the Union in four (4) representational units: D, J, K-1 and K-2.

The major provisions of the new labor contract are as follows:

<b>Section</b>	<b>Change</b>
10.1 and 44.12 Additional Language on Layoffs for the Term of the MOU	NEW LANGUAGE: The City recognizes the important role that the employee workforce plays in delivering public services; therefore, during the term of this Agreement the City agrees to not layoff any represented career employees. However should the City determine that its expenditures exceed its revenues during the term of this Agreement, the City may notice the Union in writing and the Union shall meet and confer over one-time cost savings and alternatives such as furloughs, union-directed VTO, etc. Nothing in this section requires the City to retain positions (filled or vacant) where state, federal or grant funding has been reduced or eliminated and would require the City to backfill such positions. All other MOU provisions on Layoffs remain unchanged.
10 Term Duration	ADDITIONAL LANGUAGE: Parties agree to a one-year term ending on June 26, 2021.
44.12 Additional Language on Layoffs for the Term of the MOU	NEW LANGUAGE: The City recognizes the important role that the employee workforce plays in delivering public services; therefore, during the term of this Agreement the City agrees to not layoff any represented career employees. However should the City determine that its expenditures exceed its revenues during the term of this Agreement, the City may notice the Union in writing and the Union shall meet and confer over one-time cost savings and alternatives such as furloughs, union-directed VTO, etc. Nothing in this section requires the City to retain positions (filled or vacant) where state, federal or grant funding has been reduced or eliminated and would require the City to backfill such positions. All other MOU provisions on Layoffs remain unchanged.
11.10 Living Wage	NEW LANGUAGE: The City agrees to pay each of its direct employees an hourly wage of no less than \$18.33 effective the first full pay period in January 2021. The City agrees to pay each of its direct employees an hourly wage

Section	Change
	of no less than \$19.33 effective the first full pay period in June 2021. If the Living Wage increases beyond \$19.33, as outlined in the Berkeley Municipal Code effective July 2021, the City shall implement the increases the first full pay period in September 2021 and July 1st of each year thereafter.
9.1 Limited Reopener	If during the fiscal year 2020 -2021 the City reaches agreement with another bargaining unit or extends to unrepresented employees to confer an across the board Cost of Living Adjustment (COLA) increase and/or an additional City contribution towards medical premiums, the City agrees to a limited reopener to meet and confer with SEIU on these increases.
13.4 Provisional Employee	NEW LANGUAGE: No employees shall hold a provisional appointment in the same position for more than 12 months. The City Manager may extend the provisional appointment beyond this 12- month limitation with the mutual agreement of the parties.
21.13 Additional City Emergency Paid Sick Leave Allocation	NEW LANGUAGE: The City shall provide an additional 80 hours of emergency paid sick leave to be used for COVID-19 related reasons as listed in the Emergency Paid Sick Leave Act. Part-time employees receive a prorated number of hours. In order to use this additional City emergency paid sick leave, the employee must first exhaust all hours that they received under the Emergency Paid Sick Leave Act. The City will use a specific pay code for this additional emergency paid sick leave and these additional hours will be available until June 30, 2021. These additional 80 emergency paid sick leave hours shall have no cash value and may not be used towards any CalPERS retirement service credit as outline in section 43.7.5 of the Maintenance and Clerical MOU.
20.3.1 Additional Floating Holidays	NEW LANGUAGE: For employees who were required to remain in the workplace from March 17, 2020 – June 1, 2020, the City will provide 8 hours of floating holidays for every 40 hours of regularly scheduled hours worked in the workplace up to a maximum of 32 hours of floating holiday. The City will credit these floating holiday hours in the first full pay period after adoption of the MOU. The following classifications which, due to the nature of the assignment, require backfill, employees will be paid a stipend in the amount of the earned floating holiday hours up to a

Section	Change
	<p>maximum of 32 hours the first full pay period in August 2020:</p> <p>Solid Waste Drivers, Solid Waste Workers, Long Haul Drivers, Community Services Officer, Public Safety Dispatchers I/II, and Supervising Public Safety Dispatchers.</p> <p>City will use a specific pay code for these additional floating holiday hours will be available until June 30, 2021. These additional 32 hours of floating holiday shall have no cash value and may not be used towards CalPERS retirement service credit as outlined in section 43.7.5 of the Maintenance and Clerical MOU.</p>

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

Representatives of the City worked within policies set by the City Council for guiding contract negotiations and staff met with the City Council in closed session to discuss and receive the policy direction and economic authority to settle this contract. The overall settlement must be within the City’s ability to pay based on projected revenue as well as demands for services across the spectrum of programs the City provides the community. The proposed changes to the MOU are consistent with City Council’s direction to staff and is fair and equitable to the members of the Union.

ALTERNATIVE ACTIONS CONSIDERED

None

CONTACT PERSON

LaTanya Bellow, Director of Human Resources, Human Resources, 981-6800

Attachments:

- 1: Resolution: Memorandum of Understanding: SEIU Local 1021 Maintenance & Clerical Chapter and Rescinding Resolution No. 68,532 and 68,533 N.S.

Exhibit A: Memorandum of Understanding between the City of Berkeley and SEIU Local 1021 Maintenance & Clerical Chapter

(Edited Version)

Exhibit B: Memorandum of Understanding between the City of Berkeley and SEIU  
Local 1021 Maintenance & Clerical Chapter

(Clean Version)

Exhibit C: Tentative Agreement between the City of Berkeley and SEIU Local 1021  
Maintenance & Clerical Chapter

RESOLUTION NO. ##,###-N.S.

MEMORANDUM OF UNDERSTANDING: SEIU Local 1021 Maintenance & Clerical Chapter

WHEREAS, the City is obligated under the provisions of California Government Code Section 3500 – 3510, commonly referred to as the Meyers-Milias-Brown Act, to meet and confer in good faith and attempt to reach agreement with representatives of recognized bargaining units on matters within the scope of representation including, but not limited to wages, hours and other terms and conditions of employment; and

WHEREAS, representatives of the City and the SEIU Local 1021 Maintenance & Clerical Chapter have met and conferred in good faith and have reached agreement on a new Memorandum of Understanding that incorporates all changes and modifications in wages, hours and other terms and conditions of employment agreed to by the parties.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute the new Memorandum of Understanding for the period June 27, 2020 through June 26, 2021 with SEIU Local 1021 Maintenance & Clerical Chapter, including changes in certain benefits on dates specified in the Memorandum of Understanding which is attached hereto, made a part hereof and marked Exhibit B.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute and implement said Memorandum of Understanding including all changes in wages, hours, and other terms and conditions of employment. A fully executed original of said contract is filed in the Office of the City Clerk.

Exhibits

- A: Memorandum of Understanding between the City of Berkeley and SEIU Local 1021 Maintenance & Clerical Chapter (Edited Version)
- B: Memorandum of Understanding between the City of Berkeley and SEIU Local 1021 Maintenance & Clerical Chapter (Clean Version)
- C: Tentative Agreement between the City of Berkeley and SEIU Local 1021 Maintenance & Clerical Chapter



EXHIBIT A



# MEMORANDUM AGREEMENT

BETWEEN

CITY OF BERKELEY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021

MAINTENANCE AND CLERICAL CHAPTERS

June ~~17, 2018~~27, 2020 – June ~~26~~7, 20202021



BACK COVER  
(Intentionally Left Blank)

COUNCIL RESOLUTION

COUNCIL SALARY RESOLUTION

## Table of Contents

<b>ADMINISTRATION .....</b>	<b>1</b>
SECTION 1: RECITALS.....	1
SECTION 2: PARTIES TO AGREEMENT .....	2
SECTION 3: NO DISCRIMINATION .....	2
SECTION 4: UNION SECURITY.....	3
4.1 Union Security .....	3
4.2 Voluntary Membership.....	3
4.3 Indemnification .....	4
4.4 Contract Distribution .....	4
4.5 Orientation Meetings .....	4
4.6 Union Notification.....	4
4.7 New Employee Orientation .....	4
SECTION 5: PAYROLL DEDUCTIONS .....	7
SECTION 6: UNION REPRESENTATIVES .....	7
6.2 Release Time - Maximum Number of Representatives.....	7
6.3 Union / Management Meetings .....	9
6.4 Joint Labor/Management Committee .....	9
6.5 Official Attendance at Meetings .....	9
6.6 Memorandum Agreement Orientation.....	9
6.7 Union Business Release Time .....	9
SECTION 7: SEPARABILITY OF PROVISIONS.....	10
SECTION 8: EXISTING MEMORANDA AGREEMENT .....	10
SECTION 9: FINALITY OF RECOMMENDATIONS.....	10
SECTION 10: DURATION .....	11
<b>SALARIES, HOURS OF WORK AND COMPENSATION ISSUES .....</b>	<b>12</b>
SECTION 11: SALARIES.....	12
11.1 Salary Resolution.....	12
11.2 Application of Rates .....	12
11.3 Salary Advancement .....	13
11.4 Y Rates .....	13
11.5 Payment of Salaries (Bi-Weekly) - Pay Periods / Pay Days .....	13
11.6 Friday Bank Closures .....	14
11.7 End of Year .....	14
11.8 Equity Studies .....	15
11.9 Anniversary Dates.....	15
SECTION 12: PAYROLL ERRORS.....	16
SECTION 13: TEMPORARY, PROVISIONAL AND PROJECT BASED APPOINTMENTS, HIGHER CLASS ASSIGNMENT PAY AND TEMPORARY AGENCY EMPLOYEES .....	17
13.1 Higher Class Assignments .....	17
13.2 Working in Higher Classification .....	17
13.3 Temporary Appointments.....	17
13.4 Provisional Appointments.....	18
13.5 Working in a Classification outside the Bargaining Unit .....	18
13.6 Temporary Assignment Training Pay .....	19
13.7 Project Based Position Employee.....	19
13.8 Temporary Agency Employees .....	19
SECTION 14: HOURS AND DAYS OF WORK .....	20
14.1 Rules .....	20
14.2 Community Service Officers Assigned to the Jail .....	20
14.3 Parking Division/Police Department .....	20
14.4 Shift Selection and Assignments .....	20
14.5 Clerical Unit Work Schedule.....	21
14.6 Flexible Scheduling .....	21
14.7 Shift Trades - Community Service Officer.....	22
14.8 Work Assignment.....	22

	<b>2018 – 2020 Memorandum Agreement</b>
City of Berkeley	<b>SEIU Local 1021 Maintenance and Clerical Chapters</b>
14.9	Building Maintenance.....22
14.10	Daylight Saving Time .....23
14.11	Family Friendly and Environment Friendly Workplace .....23
14.12	Work Schedule Change .....23
SECTION 15:	OVERTIME .....24
15.1	Overtime Pay Eligibility and Rates .....24
15.2	Compensatory Time .....24
15.3	Payment Upon Termination .....25
15.4	Work Week .....25
15.5	Emergency Overtime .....25
15.6	Natural Disaster/Declared Emergency.....25
15.7	Clerical Unit Overtime and Scheduling .....26
SECTION 16:	PREMIUM PAY .....27
16.1	Shift Differential .....27
16.2	Standby - Units D.....27
16.3	Standby - Units K-1 and K-2 .....28
16.4	Emergency Standby - Unit J; Unit D Parking Enforcement Officers and Unit D Parking Enforcement Supervisors.....28
SECTION 17:	SPECIAL ASSIGNMENT PAY .....29
17.1	Bilingual Premium Pay .....29
17.2	Mental Health Clinics Differential.....30
17.3	Summer Youth Supervision Differential .....30
17.4	Construction Equipment Operators Differential .....30
17.5	Training.....31
17.6	Sewer Work Pay .....31
17.7	Parking Enforcement Training .....32
17.8	Smog Technician License Premium Differential.....32
17.9	Special Response Team .....32
17.10	Longevity Pay.....32
17.11	Roll Off Container Truck.....32
17.12	Handling of Narcotics Evidence in the Police Department Property Room .....33
17.13	Special Class Commercial Driver’s License Premium.....33
17.14	Emergency Medical Dispatching .....33
17.15	Commercial and Residential Route Refuse Collector Premium .....33
17.16	Hazardous Substance Special Assignment Pay.....33
17.17	One-Time Dispatcher Retention Bonus .....33
SECTION 18:	ZERO WASTE .....34
18.1	Assumed Work Day.....34
18.2	Zero Waste Route Bid .....35
18.3	Zero Waste Vacation Scheduling .....35
18.4	Solid Waste Worker / Driver Check-Off .....35
18.5	Truck Driver Safety .....36
<b>LEAVES</b> .....	<b>37</b>
SECTION 19:	VACATION .....37
19.1	Eligibility .....37
19.2	Scheduling .....37
19.3	Accrual .....37
19.4	Eligibility - First Two (2) Years .....38
19.5	Eligibility - Effects of Part-Time and Interrupted Service .....38
19.6	Holidays during Scheduled Vacation .....38
19.7	Maximum Accumulation.....39
19.8	Effect of Military Leave or Break In Service .....39
19.9	Payment / Reimbursement Upon Termination or Extended Leave.....40
SECTION 20:	HOLIDAYS.....41
20.1	Recognized Holidays.....41
20.2	Paid Status .....41
20.3	Floating Holidays.....41
20.4	Effects of Work Week .....41

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

20.5	Compensation for Holiday Work .....	42
SECTION 21:	SICK LEAVE .....	42
21.1	Eligibility .....	42
21.2	Accrual .....	42
21.3	Use - Part-Time and Intermittent Employees .....	42
21.4	Accumulation / Cancellation / Restoration / Payout .....	43
21.5	Purpose / Definitions.....	44
21.6	Family Sick Leave .....	44
21.7	Bonus for Unused Sick Leave .....	45
21.8	Injury Incurred In Outside Employment .....	45
21.9	Notice Required .....	45
21.10	Absenteeism / Sick Leave Abuse .....	45
21.11	Calculations.....	45
21.12	Voluntary Leave Exchange for Catastrophic Illness:.....	46
SECTION 22:	WORKERS' COMPENSATION.....	47
SECTION 23:	STATE DISABILITY INSURANCE.....	47
SECTION 24:	BEREAVEMENT LEAVE.....	48
SECTION 25:	MILITARY AND MARITIME LEAVE.....	48
SECTION 26:	PARENTAL LEAVE.....	49
SECTION 27:	LEAVE OF ABSENCE WITHOUT PAY .....	49
27.1	Request.....	49
27.2	Union Training Leave.....	50
27.3	Eligibility .....	50
SECTION 28:	JURY DUTY LEAVE.....	50
28.1	Court Time.....	51
<b>HEALTH AND WELFARE BENEFITS .....</b>		<b>52</b>
SECTION 29:	HOSPITAL-MEDICAL AND DENTAL COVERAGE .....	52
29.1	Health Insurance .....	52
29.2	Dental Insurance .....	53
29.3	Part-time Employees .....	53
29.4	Flexible Spending Account .....	53
29.5	New Providers .....	54
29.6	Medical and Dental Benefits .....	54
29.7	Discipline and Treatment.....	54
29.8	Health Insurance In-Lieu Payment Effective January 1, 2016 .....	54
SECTION 30:	GROUP LIFE INSURANCE.....	54
SECTION 31:	RETIREE MEDICAL COVERAGE.....	54
31.1	Amendment of Retiree Health Premium Assistance Plan VI, effective June 28, 1998, Restated and Amended effective March 22, 2011.....	55
31.2	Eligibility .....	55
31.3	Pre Age 65 Retiree Health Insurance .....	56
31.4	Retiree Benefits for Employees Age 65 and Over .....	56
31.5	Termination by City of Retiree Medical Benefit .....	57
31.6	Retiree Medical Benefit for Employees Retiring Between the Ages of 50 and 55 .....	57
31.7	Employees Retiring between June 28, 1998 and June 25, 2000 .....	57
31.8	Employees Retiring with a CalPERS Approved Disability Retirement .....	57
31.9	City Funding of Retiree Health Benefit.....	58
<b>TERMS AND CONDITIONS OF EMPLOYMENT .....</b>		<b>59</b>
SECTION 32:	PROBATIONARY PERIOD .....	59
32.1	Length .....	59
32.2	Effect of Provisional Appointment .....	59
32.3	Completion.....	60
32.4	Rejection .....	60
SECTION 33:	TRANSFER .....	60
33.1	General .....	60
33.2	Units D and J .....	60
33.3	Transfer - Solid Waste.....	61

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

SECTION 34: PROMOTION .....61

    34.4 Interview of City Employee .....62

    34.7 Step Increase .....62

SECTION 35: DEMOTION .....62

SECTION 36: SUSPENSION .....63

    36.3 Immediate Suspension .....63

SECTION 37: DISCHARGE .....63

SECTION 38: RESIGNATION .....63

SECTION 39: REINSTATEMENT .....64

**GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE .....65**

    SECTION 40: GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE .....65

        40.1 Definitions .....65

        40.2 Grievance Procedure .....66

        40.3 Disciplinary Appeals .....73

        40.4 General Conditions for Disciplinary Appeals .....76

**MISCELLANEOUS TERMS AND CONDITIONS .....77**

    SECTION 41: GENERAL PROVISIONS .....77

        41.1 Personal Conduct .....77

        41.2 Protective Clothing and Equipment .....77

        41.3 Tools .....78

        41.4 Training .....79

        41.5 Driver's Training .....80

        41.6 Safety .....80

        41.7 Use of Automobiles .....82

        41.8 Sewer Crew Assignment .....82

        41.9 Annual Physical Examination .....82

        41.10 Subcontracting .....82

        41.11 Commuter Check Subsidy Benefits .....83

        41.12 Recreation Coordinators .....84

        41.13 Community Service Officer Work Assignments .....84

        41.14 Uniforms .....84

        41.15 Video Display Equipment .....85

        41.16 Introduction of New Technology .....86

        41.17 Assignments for Temporarily Disabled Employees .....86

        41.18 Part-Time Employment - Unit K-1 .....87

        41.19 Annual Performance Evaluation .....87

        41.20 Official Personnel File .....87

        41.21 Supplemental Retirement / Disability Insurance Plan .....89

        41.22 Reclassification of Positions / Job Audits .....89

        41.23 Reallocation of Positions .....90

        41.24 Break Facilities .....90

        41.25 Educational Leave .....90

        41.26 Jail Closure .....91

        41.27 YMCA .....91

        41.28 Address and Phone Number .....92

        41.29 Legal Representation .....92

        41.30 Physical Exams .....92

        41.31 Crimes against Employees .....92

        41.32 Classification Changes/New Classifications .....92

        41.33 Clerical Classification Upward Mobility Committee .....92

        41.34 Participation in Examinations and Interviews .....92

        41.35 Commercial Driver Reassignment .....93

        41.36 ERMA (Enterprise Resources Management Application) System .....94

    SECTION 42: DEPENDENT CARE .....95

**PUBLIC EMPLOYEES' RETIREMENT SYSTEM .....96**

    SECTION 43: PUBLIC EMPLOYEES' RETIREMENT SYSTEM .....96

        43.1 Participation .....96

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

City of Berkeley

43.2 “Classic Employees” Definition .....96

43.3 “New Members” Definition .....96

43.4 CalPERS Retirement Formula for Members as Defined Under the Public Employees’ Pension Reform Act of 2013 (PEPRA).....96

43.5 CalPERS Retirement Formula and Employer Paid Member Contribution for Classic Employees, i.e., current employees and future employees who do not qualify as “New Members” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA).....96

43.6 New Members Payment of Employer Paid Member Contribution .....97

43.7 Optional Benefits .....97

43.8 Classic Members’ Pension Contribution .....98

43.9 New Members’ Pension Contributions .....99

**LAYOFF PROCEDURE .....101**

SECTION 44: LAYOFF .....101

44.1 Announcement of Layoff .....101

44.2 Seniority Service Date .....102

44.3 Establishment of Seniority Lists .....102

44.4 Employee Retreat Rights/Out Placement.....103

44.5 Employee / Union Notification .....105

44.6 Flexible Placement Program/Out Placement .....105

44.7 Reemployment Lists.....108

44.8 Career-Exempt Employees .....109

44.9 Appeal Procedures .....109

44.10 Audit.....109

**SIGNATURE PAGE.....111**

**EXHIBIT A - Salary Ranges as of June 16, 2018 .....112**

**EXHIBIT B - Salary Ranges as of July 29, 2018 .....115**

**EXHIBIT C - Salary Ranges as of June 30, 2019 .....117**

**EXHIBIT D - VACATION LEAVE ACCRUAL HISTORY .....120**

**EXHIBIT E - HOURS AND DAYS OF WORK.....122**

**EXHIBIT F - SHOES, TOOLS AND UNIFORMS .....124**

**APPENDIX A - STREETS AND SANITATION - OVERTIME POLICY .....126**

**APPENDIX B - SOLID WASTE AND RECYCLING MANAGEMENT DIVISION - OVERTIME POLICY128**



## ADMINISTRATION

### **SECTION 1: RECITALS**

This Memorandum Agreement, herein after referred to as "Agreement", is entered into pursuant to the Meyers-Milias- Brown Act (Government Code, Sections 3500 et seq.) as amended and has been jointly prepared by the parties.

The City Manager is the representative of the City of Berkeley, herein after referred to as "the City," in employer - employee relations as provided in Resolution No. 43,397-N.S. adopted by the City Council on October 14, 1969.

Local 1021, Service Employees International Union, is the Recognized Employee Organization for:

Representation Unit D (Manual Occupations),  
Representation Unit J (Para-professional Employees- Police Department),  
Representation Unit K-1 (career non-confidential office and clerical employees),  
Representation Unit K-2 (Supervisory Clerical Employees)

The employee positions in such Representation Unit are set forth herein and made a part hereof, and Local 1021, Service Employees International Union, hereinafter referred to as "the Union" is recognized as the sole representative of employees assigned to such positions. This Memorandum Agreement shall be presented to the City Council, Board of Library Trustees, and the Rent Stabilization Board as the joint recommendation of the undersigned.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of the employees in said Representation Units D, J, K-1, and K-2; have exchanged freely information opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Agreement shall be presented to the City Council as the joint recommendation of the undersigned, and therefore recognize this agreement as a binding and legal contract between the two parties.

Library and Rent Board employees working in classifications covered by this agreement shall have the same terms and conditions of employment as other employees covered by this Memorandum Agreement except as specifically modified by this agreement.

The Rent Stabilization Board and Library Board of Trustees shall ratify and sign this agreement.

## **SECTION 2: PARTIES TO AGREEMENT**

- 2.1 **The Union:** The Union is the exclusive representative of all employees within Representation Units D (Manual Occupations) [MC00], J (Para-professional Employees - Police Department) [MC00], and K-1 (career, non-confidential office and clerical) [MC01], and K-2 (Supervisory Clerical Employees) [MC02] and shall continue to be recognized as such unless, the Union is no longer certified as the Recognized Employee Organization for employees in Representation Units D, J, K-1 and K-2.
- 2.2 **City Management:** Responsibility for management of the City and direction of its work force is vested in City officials and the City Manager whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of City management to determine the mission of its constituent departments. Such rights and responsibilities shall be applied consistent with the Meyers-Milias-Brown Act.
- 2.3 The Union and the City shall create a working environment free from hostility, intimidation and disrespect.

## **SECTION 3: NO DISCRIMINATION**

The City and Union agree that they will not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, ethnicity, ancestry, religion, political affiliation, sexual orientation, age, gender, national origin, marital or domestic partner status, gender identity or gender expression, parental status, pregnancy, disability or medical condition, Acquired Immune Deficiency (AIDS/HIV) or AIDS related condition, or any other status protected by applicable state or federal law. The City agrees that there shall be no discrimination on the basis of protected Union activity. Furthermore, the City and Union agree to comply with all applicable federal, state and local laws pertaining to non-discrimination and equal employment opportunity (Title VII of the Civil Rights Act of 1964, as amended (to include the pregnancy disability amendments), Equal Pay Act of 1963, Age Discrimination Employment Act, Executive Order 11246, Vietnam Era Veterans Readjustment Act, Rehabilitation Act of 1973, California Civil Rights Law, (Government Code Sections 12900-12996), City of Berkeley Ordinances, resolutions and policies). The City and Union will comply with the City's Harassment Prevention Policy.

The City of Berkeley Harassment Prevention Policy, as may be amended from time to time to comply with applicable state or federal law, is available on-line on the City's IntraWeb at: <http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=10318>, in Department of Human Resources, or by contacting the City's Equal Employment Opportunity and Diversity Officer.

## **SECTION 4: UNION SECURITY**

### **4.1 Union Security**

4.1.1 Effective June 1, 1984, and for the term of the Agreement, all current and future employees of the City as described in Section 2, Parties to Agreement, hereof, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall be equivalent to the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union.

4.1.2 **Religious Exemption:** Any employee of the City in a classification described in Section 1, Parties to Agreement, who is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership shall, upon presentation of membership and historical objection satisfactory to the City and the Union, along with verification of monthly transmittals of any charitable contributions, have sums equal to membership fees deducted and paid to one of the following charitable organizations as designated by the employee: (1) American Cancer Society; (2) Bay Area Black United Fund; (3) Over 60 Health Clinic; or (4) Sickle Cell Anemia Research and Education.

### **4.2 Voluntary Membership**

All employees in this bargaining unit who are, or hereafter voluntarily choose to become members of the Union, shall maintain such membership in good standing as a condition of continued employment for the duration of this Agreement; provided, however, that withdrawal shall be allowed during a period of not more than sixty (60) days nor less than thirty (30) days prior to the expiration date of the Agreement by sending written notice of withdrawal to the Union (with a copy to the Director of Human Resources of the City during said period), consistent with the law.

**4.3 Indemnification**

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 fees, demands, actions, suits, judgments and other proceedings arising out of any discharge action resulting from this Section or Section 5.

**4.4 Contract Distribution**

The Director of Human Resources or his/her designee shall issue a copy of the Agreement to all probationary and provisional employees entering the City's workforce on the date of hire.

The City shall print 200 copies of the Agreement and have it ready for distribution by the Union within 120 calendar days of final ratification. The City shall provide each permanent, probationary and provisional employee in the bargaining unit with an email copy of the new Agreement within 130 calendar days of final ratification.

Any additions or changes to the Agreement agreed to by both parties subsequent to the printing of the Agreement shall be distributed to all employees in the bargaining unit in a form that can be easily added to the printed Agreement.

**4.5 Orientation Meetings**

A representative of each Chapter of the Union will be given sixty (60) minutes of Union release time per quarter per calendar year to provide information on the Union to employees represented by the Union. The Union shall notify the City of the date, time and location of the quarterly orientation meetings at least one (1) month in advance of the meetings to ensure that departmental managers are able to release employees to attend the quarterly orientation meetings. The Union shall also provide the City with the names of the employees the Union expects to attend the quarterly meetings at least two (2) weeks in advance of the meeting. Employees attending the orientation will also be given sixty (60) minutes of Union release time to attend the scheduled orientation.

**4.6 Union Notification**

The City agrees that all notifications to the Union will include copy to the Union chapter presidents. Further, on all other correspondence involving investigatory interviews, intent to discipline, and grievance responses, the City shall also copy the relevant chapter chief steward, in addition to the relevant chapter president.

**4.7 New Employee Orientation**

This provision shall apply to new hire employees appointed to classifications covered by this Agreement and to existing employees newly appointed to classifications covered by this Agreement.

- 4.7.1 **Onboarding:** The parties acknowledge that the City provides a new employee orientation (onboarding) to each new employee hired by the City. As such, the Union will be provided with not less than 10 calendar days' advanced notice of the time, date, and location of the onboarding of any new employee represented by the Union. The Union will be given 30-minutes at the start of the new employee onboarding in a room designated by the City for no more than one (1) representative to present Union membership information. The City representative will excuse him or herself during the Union portion of the onboarding. The Union agrees in its portion of the onboarding not to engage in speech that could cause disruption or material interference with City activities.

The City will provide 30 minutes of Union Release Time to the Union representative presenting the Union membership information during the scheduled onboarding. The Union shall provide the Union representative's immediate supervisor with the Union representative's name at least five (5) days prior to the onboarding. The Union representative shall be released for this purpose unless unusual operation needs interfere with such release in which case the Union representative's immediate supervisor will provide a written explanation of why release could not be approved. If the Union representative is not released due to department operational needs, the Union representative may arrange an alternative date and time to meet with the newly hired employee within the first two (2) weeks of employment, subject to the 30-minutes onboarding and Union Release Time requirements as stipulated above.

- 4.7.2 **Information Provided:** On a quarterly basis (March, June, September, and December), the City will provide the Union with a digital file via email to the email address designated by the Union. The Union acknowledges and understands that the City is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed below. As a result, the City may not initially be able to provide the employee's work telephone number, personal phone number, and personal email address until the completion and implementation of the City's new Enterprise Resource Management Application (ERMA) system.

The City will provide the Union with the following information on file, to the extent the City has it on file:

- Name.
- Job Title.

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

- Department.
- Work Location.
- Home telephone number.
- Home address.
- Personal cellular telephone number (new hires hired on or after October 1, 2017).
- Work telephone number (*upon implementing ERMA*).
- Personal email addresses on file with the City (*upon implementing ERMA*).

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code section 3558 only, an employee may opt out via written request to the City (copy to the Union) to direct the City to withhold disclosure of the employee's: Home address; home telephone number; personal cellular telephone number; personal email address; and date of birth.

## **SECTION 5: PAYROLL DEDUCTIONS**

Effective the first complete pay period commencing after July 1, 1984 and in each month thereafter, the City shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1. Employees hired on or after July 1, 1984, shall receive and complete at the time of employment an authorization to deduct membership or agency fee as a condition of continued employment. Failure to complete the authorization form within 30 calendar days of employment shall result in automatic agency fee deductions.

The City shall promptly pay over to the Union all sums withheld for membership or service fees. The City shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department, and the amount deducted. A list of all employees in represented classes shall be provided to the Union each month.

The City shall continue to deduct insurance premiums, COPE contributions, and other such deductions as may be specified by the employee in accordance with past practice.

## **SECTION 6: UNION REPRESENTATIVES**

6.1 **Release Time – General:** Union representatives employed and recognized by the City shall assist employees in resolving grievances at the lowest possible administrative level. These employees shall be afforded reasonable time for the investigation and processing of grievances and for meetings with management without loss of pay or benefits upon notification to their first level supervisor not in the bargaining unit. Union representatives shall request Union release time from their first level supervisor not in the bargaining unit or his/her designee prior to engaging in union business. Such request for release time shall be made at the earliest possible time and, except in emergency cases, no later than 48 hours in advance before leaving the work assignment. The Union release request shall include the location, and area of activity, the approximate time needed and the general nature of union business involved. Such request shall not be unreasonably denied. Failure to meet the 48 hours requirement may result in denial of release time.

### **6.2 Release Time - Maximum Number of Representatives**

6.2.1 **Meet & Confer:** With respect to the meet and confer process, ten (10) Union representatives shall be the maximum number who will be allowed concurrent paid time off.

- 6.2.2 **Informal Grievance Procedure:** With respect to the informal level of the grievance procedure, one (1) Union representative will be allowed paid time off.
- 6.2.3 **First Level Grievance Procedure:** With respect to the first level of the grievance procedure or the pre-disciplinary meeting, two (2) Union representatives will be allowed concurrent paid time off.
- 6.2.4 **Second Level Grievance Procedure:** With respect to the second level of the grievance process, the Skelly meeting, or Arbitration hearing, three (3) Union representatives shall be allowed concurrent paid time off.
- 6.2.5 **All Other Matters:** For all other matters, where the participation of the Union is agreed to, the Union may designate two (2) representative from each Representation Unit, up to a maximum of six (6).
- 6.2.6 **Possible Grievance Release:** The City will provide release time to Union members to meet with a Union representative for the purpose of discussing a possible grievance. The member shall contact the Chapter President or Chief Steward who will then contact the supervisor/department director to notify the supervisor/department director of the necessity for the meeting. The release time shall be granted within 48 hours of the request subject to operational necessity.
- 6.2.7 **City of Berkeley Union Council:** The City will provide release time for Union Steward representatives to attend City of Berkeley Union Steward Council Meetings. Each steward representative shall receive a maximum of four (4) hours per month to attend the meeting. A maximum of sixteen (16) stewards shall be released to attend each meeting. The President or Chief Steward will notify Human Resources at least two (2) weeks in advance of the scheduled Steward Council Meeting and will provide Human Resources with the names of stewards, the name of the steward's immediate supervisor, the department and work unit of those stewards that will be attending the Steward Council Meeting. Failure to comply with the notice requirements will result in the denial of release time. In the event that there are conflicts in work schedules, which may create problems with a designated steward attending the meeting, the President or Chief Steward will work with the affected department supervisors to schedule steward attendance in a manner which minimizes disruption of work.



**6.3 Union / Management Meetings**

Monthly meetings shall be held between the union and the City Manager or his or her designee. Release time shall be granted for up to six (6) union officials. Agendas for such meetings shall be set one week in advance between the union Chapter Presidents and the City Manager or his or her designee. In preparation for the monthly meeting with the City Manager, release time shall be granted for up to two (2) hours and up to two (2) Union officials to confer with Union staff representatives on matters within the scope of representation.

Meetings within departments may be held when necessary at the request of either party and release time will be in advance in accordance with Section 6.2.5.

**6.4 Joint Labor/Management Committee**

A quarterly departmental Joint Labor/Management (JLM) Committee may be established to discuss and review issues affecting employees in each Department. The JLM may consist of two (2) Union representatives and Department Director and/or his or her designee(s). Agendas for such meetings shall be set one (1) week in advance between the Union and Department Director or his or her. Additional meetings may be scheduled upon advanced mutual agreement.

At the first Police Department labor/management committee after the effective date of this contract (2018 to 2020), the parties agree to discuss concerns related to applicable sections of General Order P-26 as it relates to the Police Department's process for handling personnel complaints of Clerical employees and Parking Enforcement Officers.

**6.5 Official Attendance at Meetings**

Any employee requested by the City Manager or his/her designee to attend conferences, seminars, governmental agencies or bodies shall be compensated with pay or release time.

**6.6 Memorandum Agreement Orientation**

The City and the Union will conduct orientation sessions on the Agreement at least once during the term of the contract. Additional sessions for stewards and supervisors may also be provided.

**6.7 Union Business Release Time**

**Clerical Chapter:** The Union will be entitled to up to one-hundred and twenty (120) hours of paid leave of absence each calendar year to be granted collectively to employees in the Clerical Chapter who are designated elected officials or stewards of the Union, subject to prior approval by employee's Department Head, to attend seminars, conferences, or conventions away from the job site. The Department

Head may, in his or her discretion, approve additional Union requests. Time spent on such Union business will be recorded with the appropriate code on time sheets.

**Maintenance Chapter:** The Union will be entitled to up to one-hundred and twenty (120) hours of paid leave of absence each calendar year to be granted collectively to employees in the Maintenance Chapter who are designated elected officials or stewards of the Union, subject to prior approval by employee's Department Head, to attend seminars, conferences, or conventions away from the job site. The Department Head may, in his or her discretion, approve additional Union requests. Time spent on such Union business will be recorded with the appropriate code on time sheets.

## **SECTION 7: SEPARABILITY OF PROVISIONS**

In the event that any provisions of this Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of this Agreement shall be null and void, but such nullification shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect.

## **SECTION 8: EXISTING MEMORANDA AGREEMENT**

This Agreement shall supersede all existing Agreements between the City and the Union. Working conditions and practices will not be continued unless they are included in this Agreement or have been or are hereafter specifically authorized by ordinance or by resolution of the City Council, or unless they are 1) not the subject of bargaining during the development of this Agreement, and 2) a continuing practice which was general, not individual in application, and mutually agreed to by the parties.

## **SECTION 9: FINALITY OF RECOMMENDATIONS**

The recommendations set forth above are final. No change or modifications shall be offered, urged, or otherwise presented by the Union or the City Manager prior to June 27, 2020 provided, however, that nothing herein shall prevent the parties to this Agreement from meeting and conferring and making modifications herein by mutual consent and ratification.

**SECTION 10: DURATION**

This Agreement covers the period of June 17, 2018 through June 27, 2020. New provisions are effective June 17, 2018, except as otherwise provided herein and shall remain in full force and effect to and including June 27, 2020. This Agreement and all its rights, obligations, terms and provisions shall expire and otherwise be fully terminated at midnight June 27, 2020.

## SALARIES, HOURS OF WORK AND COMPENSATION ISSUES

### **SECTION 11: SALARIES**

#### **11.1 Salary Resolution**

Salary rates for the period of June 17, 2018 through June 27, 2020, for all classes of positions in Units D, J, K-1 and K-2, shall be set according to the classifications and salary ranges assigned to those classifications listed in Exhibits "A" through "C" and attached hereto and made part hereof as provided below.

- 11.1.1 The salary ranges for those classifications covered by this Agreement which went into effect on December 31, 2017, shall remain in effect through July 28, 2018 and are listed in Exhibit "A".
- 11.1.2 Effective July 29, 2018 (the first full pay period after Union ratification and Council approval on its regular agenda), the salary ranges for those classifications covered by this Agreement as listed in Exhibit A will receive a salary increase of three percent (3.0%) and shall be shown in Exhibit B.
- 11.1.3 Effective the first full pay period after Union ratification and Council approval on its regular agenda (on the August 17, 2018 pay day), each employee on paid status as of approval by Council will receive a one-time lump sum payment of \$2,000.00, minus applicable local, state and/or federal taxes. The parties agree that this lump sum provision does not create or bind the City to any precedent or past practice.
- 11.1.4 Effective June 30, 2019, the salary ranges for those classifications covered by this Agreement and listed in Exhibit B will receive a cost of living increase of two percent (2.0%) and shall be shown in Exhibit C.

#### **11.2 Application of Rates**

Employees occupying a position in the competitive service shall be paid a salary or wage within the range established for that position's class as set forth in Exhibits "B" through "C". The minimum rate for the class shall apply to employees upon original appointment of the position. Employees reinstated or reemployed after layoff shall receive a rate within the range established for the class. Transfers shall not affect an employee's salary rate. Employees appointed to any of the positions set forth herein in Exhibit "B" through "C" and employed or working on a part-time basis shall be paid in proportion to the time worked and described in their appointment.

**11.3 Salary Advancement**

No salary advancement shall be made so as to exceed the maximum rate established for the class to which the advanced employee's position is allocated. Advancement shall be in accordance with the compensation plan of the City and shall depend upon increased service value of an employee to the City as exemplified by recommendations of the Department Head, performance record, special training, length of service, and other pertinent evidence.

An employee's pay increase shall not be affected by any leave of absence without pay, if the employee is off the payroll for less than one hundred sixty (160) consecutive hours. If the employee is off the payroll for one hundred sixty (160) consecutive hours or more, the total amount of time off shall be made up before the employee shall be entitled to such pay increase.

**11.4 Y Rates**

Any employee occupying a position which is reallocated to a class, the maximum salary for which is less than the incumbent's present salary or occupying a position in a class the salary rate or range for which is reduced, shall continue to receive his/her present salary. Such salary shall be designated as a Y rate. When an employee on a Y rate vacates his/her position, subsequent appointments to that position shall be made in accordance with Section 11.2.

**11.5 Payment of Salaries (Bi-Weekly) - Pay Periods / Pay Days**

11.5.1 Payment of salaries herein established shall be bi-weekly. Each pay period shall begin at 12:01 a.m. Sunday to and including 12:00 midnight Saturday two weeks following. Each payment shall be made not later than the Friday following the ending of each payroll period and shall include payment for all earnings during the previous payroll period.

11.5.2 In those cases when payroll checks are available for distribution on Thursday afternoon, the Auditor's Office shall notify payroll sections of departments with employees on graveyard shifts. The department shall be responsible for distributing the checks to its graveyard shift employees by the end of the shift Friday morning. This procedure will remain in effect until the City's payroll system is fully automated, at which time payroll checks will routinely be made available to departments for distribution to employees by the end of the graveyard shift Friday morning.

11.5.3 Bi-weekly payment to full-time employees shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

period. Except as specified below in Section 11.5.5, the hourly rate for such employees shall be determined as follows:

11.5.3.1 The hourly rate shall be the quotient of the annual salary (12 times the monthly salary specified herein) divided by 2080 hours.

11.5.3.2 For employees on a thirty-seven and one half (37.5) hour week, the monthly salary shall be the quotient of the hourly salary times 1950 hours, divided by 12.

11.5.4 Bi-weekly payment to part-time employees in a class for which monthly salary rate has been herein established shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay period. Except as specified below in Section 11.5.5, the hourly rate for such part-time employees shall be computed in the same manner as for full time employees.

11.5.5 Bi-weekly payment to intermittent employees in a class for which an hourly rate has been specified herein shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay period. The hourly rate for such intermittent employees shall be as specified herein.

11.5.6 Bi-weekly payment to employees in a class for which a daily rate rather than a monthly rate has been herein established shall be made on the basis of the actual days worked during the bi-weekly pay period multiplied by the daily rate.

11.5.7 Bi-weekly payment to employees in a class for which an hourly rate rather than a monthly rate has been herein established shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay period.

**11.6 Friday Bank Closures**

On Friday bank holidays, City employees shall be paid in accordance with present paycheck procedures for City Holidays that fall on Friday. Paychecks shall be dated the date received by employee.

**11.7 End of Year**

For excess leave only, the end of the year shall be treated as the last day of the last pay period nearest March 31st.

## 11.8 Equity Studies

Two (2) lists of comparison jurisdictions are established. List One: Concord, Fremont, Richmond, Palo Alto, City of Santa Clara, San Leandro, Alameda County, San Francisco, Hayward, Oakland, and Vallejo. For Refuse only, Northern California Waste Management Systems and Waste Management (Oakland) will be reviewed. Other jurisdictions may be added as required by agreement between the parties. Job classifications which fall below the median for these jurisdictions may be reviewed. It is the policy of the City that within available funding limits, equity adjustments which are in the interests of the service will be considered.

11.8.1 **Classification Review:** Beginning no sooner than six months and no later than 9 months after ratification of this Agreement (June 17, 2018 to June 27, 2020), the City agrees to work with two representatives designated by the Union with the intent of completing a classification and compensation review of the Customer Service Specialist classification series. The Union believes that the classifications in his series have evolved substantially and warrant a classification and compensation analysis.

11.8.2 **Parking Meter Maintenance Worker & Traffic Maintenance Worker:** No sooner than one hundred and twenty (120) days after ratification of this Agreement (June 17, 2018 to June 27, 2020), and no later than nine (9) months after the ratification, the City agrees to work with two representatives designated by the Union to complete a compensation and classification review of the Parking Meter Maintenance Worker (Job Code 65050) and Traffic Maintenance Worker (Job Code 63080) classifications.

11.8.3 **Tool Lending Specialist and Mail Service Aide:** No sooner than one hundred and twenty (120) days after ratification of this Agreement (June 17, 2018 to June 27, 2020), and no later than nine (9) months after the ratification, Library management agrees to work with two representatives designated by the union to review the Tool Lending Specialist (Job Code 63010) and Mail Service Aide (Job Code 44010) classifications service needs and make a joint recommendation on staffing and service levels to the Board of Library Trustees.

## 11.9 Anniversary Dates

Step increases shall be effective, for payroll purposes only, on the first day of the pay period nearest to the anniversary date. Personnel records will maintain actual dates and will be used to resolve any discrepancies or questions that may arise.

## **SECTION 12: PAYROLL ERRORS**

To ensure that system or other errors which affect an employee's pay are processed in an efficient and effective manner, the City shall notify the affected employee(s) as soon as practicable. Payroll errors detected by an employee shall, as soon as practicable, be communicated to the employee's Departmental Payroll Clerk. In the case of under payments, the Payroll Clerk shall submit the appropriate adjustments as soon as practicable.

Payroll errors identified by the Auditor will be communicated to the employee either directly by Auditor staff or through the Departmental Payroll Clerk. Under payments will be processed as soon as practicable.

In the event of an overpayment, the Auditor's Office will notify the employee of the nature and the amount of overpayment and will determine a reasonable repayment schedule and inform the employee of the schedule directly, or through the Department Payroll Clerk. The affected employee shall be given an opportunity to discuss the schedule of repayment and, if necessary, to request an alternative repayment schedule. The total overpayment of \$100 or more shall be recaptured at the rate at which the overpayment occurred but not less than \$50 per pay period. For a total overpayment of \$99.99 or less, the overpayment shall be recouped in two (2) equal amounts over two consecutive pay periods.

Overpayments shall not be recaptured at a more rapid rate than the rate at which the overpayment occurred, except by permission of the affected employee. Should an employee with a repayment schedule leave the employ of the City before repaying the City the full amount of any overpayment, the outstanding debt shall be deducted from any salary and leave balances for which the employee would otherwise be paid upon separating from the City. Where an employee requests and the City concludes that s/he has justified a modified repayment schedule, the City may, in its sole discretion, permit exceptions to these standards.

The City and the Union agree that the City is authorized to recover any salary overpayment made to the employee from the employee's wages. In the event that (1) the employee does not respond within ten (10) working days of being notified of the overpayment, or (2) mutual agreement on the repayment schedule is not achieved within fifteen (15) working days of the employee being notified of the overpayment, the Auditor's Office will proceed to implement a reasonable repayment schedule.



## **SECTION 13: TEMPORARY, PROVISIONAL AND PROJECT BASED APPOINTMENTS, HIGHER CLASS ASSIGNMENT PAY AND TEMPORARY AGENCY EMPLOYEES**

### **13.1 Higher Class Assignments**

Department heads will work all employees within their classification. The City Manager or his/her designee shall approve higher-class assignments in advance.

### **13.2 Working in Higher Classification**

Departments with prior approval from the City Manager or City Manager's designee, may assign an employee to work in a higher class provided the employee meets the minimum qualifications for the assignment. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. To be eligible for higher-class pay, the employee must meet the minimum qualifications and perform a majority of the duties of the higher class to qualify. Employees shall be compensated for higher class pay on an hour-for-hour basis. An approved annual blanket authorization must be on file for any employee who is so assigned. Employees meeting these requirements will be compensated at the lowest step of the higher classification that provides at least a five percent (5%) differential for the time worked.

### **13.3 Temporary Appointments**

Temporary promotional vacancies that are available for a period of thirty-one (31) through ninety (90) days shall be filled from within the department that has the vacancy. The department may decide not to fill the vacant position at a promotional level. If the department decides to fill the vacant higher-class position, the selection shall be made from among those qualified departmental employees on the basis of merit, job knowledge and skills. If a selection cannot be made from within department staff, the department shall contact the Human Resources Department for additional candidates from other departments and the temporary appointment shall be made from among those employees.

Temporary appointment opportunities exceeding 90 days in bargaining unit classifications will be noticed in *Berkeley Matters* prior to making the temporary appointment. In cases where timing or other circumstances prohibit the use of *Berkeley Matters*, career employees on eligible and/or transfer lists for the specific classification will be notified directly of the temporary appointment opportunity prior to appointment and the opportunity will be published on the City's Intranet.

When a temporary vacancy is to be filled in a classification for which there is an existing eligibility list, the City shall attempt to make the temporary appointment from that list. Provided there are City employee applicants meeting the minimum

qualifications, temporary vacancies of greater than 90 days shall be filled by existing City of Berkeley employees from existing eligibility lists except as otherwise provided in Section 44 (Layoff). However, if no person is available for appointment, or if the hiring official is unable to select a person from the existing eligible list, the hiring official may select a qualified person from the labor market to fill the temporary vacancy.

#### 13.4 Provisional Appointments

A career employee who is appointed to serve temporarily in a higher classification shall be designated as a provisional employee. No employee shall hold a provisional appointment in the same position for more than 12 months. The City Manager may extend the provisional appointment beyond this 12-month limitation ~~after notification and consultation with the union~~ with mutual agreement of the parties. No provisional appointment in the same position will be extended beyond 24 months, except where the employee in the provisional appointment is replacing an employee who is on the extended approved leave. No employee shall hold a provisional appointment(s) in one or more positions for more than 24 consecutive months within a 30 consecutive month period, except where the employee in the provisional appointment is replacing an employee who is on an extended approved leave.

An employee who holds provisional status in a classification shall receive step increases in such classification as if the employee held permanent appointment thereto.

The City does not guarantee a permanent promotion to the employee working as a provisional employee. An employee who is removed from a provisional appointment, shall have the right to be reinstated to his/her former classification at the appropriate pay level, before the provisional appointment. The employee shall suffer no loss of classification seniority in his/her original classification as a result of holding provisional status.

Upon career promotion to another class, an employee may request within 30 days to have any time served provisionally in the new class within the prior year credited to his/her class seniority.

#### 13.5 Working in a Classification outside the Bargaining Unit

An employee provisionally appointed to a classification outside the bargaining unit shall work the work schedule and receive the salary of the classification of the provisional appointment. Such employees shall receive whatever vehicle assignments, subject to normal application and use procedures, which are associated with that higher position, and, if assigned in excess of 30 days, the employee shall be subject to the overtime provisions that apply to the higher-level

classification. All the health and welfare benefits and all other terms and conditions of employment set forth in this agreement shall apply to an employee provisionally appointed to a classification outside the bargaining unit.

**13.6 Temporary Assignment Training Pay**

For training purposes, employees not meeting all of the minimum qualifications for a supervisory position may be temporarily assigned for a minimum of three (3) consecutive working days, to perform the duties of supervisor and will receive a five percent (5%) increase in their current salary.

**13.7 Project Based Position Employee**

An employment status of “Project Based Position” means a position, regardless of funding source, of limited duration not to exceed three years to be utilized to complete a project or for an external grant funded position whose funding is uncertain as to amount or duration. An employee receiving an initial appointment to such “Project Based Position” may be terminated no later than upon completion of the project or the duration of the external grant funding but in any case no longer than three years from the date of the original appointment. An employee receiving an initial appointment to a Project Based Position shall be fully benefited. In the event of a layoff under Section 44, employees holding “Project Based Positions” will be terminated without right of recall prior to the layoff of any career employee, provided that a qualified career employee is available to fill the position. An employee holding a “Project Based Position” shall not be covered by the provisions of Section 44 (Layoff) and may be terminated for cause at any time by the City Manager. An employee appointed to a Project Based Position will be subject to the provisions of Section 2.1 of the Agreement.

If a career employee is appointed to a “Project Based Position” the City will be permitted to fill the vacated position with another “Project Based Position” appointment.

**13.8 Temporary Agency Employees**

An employee hired through a temporary agency shall not be retained longer than six (6) months, unless the employee is replacing a career employee on leave of absence or on a temporary assignment to another department. In no case shall the said retention period exceed the duration of the absence. The City will not attempt to extend the six (6) month period by replacing or exchanging temporary agency employees. However, nothing shall preclude temporary agency employees from competing for positions in the career service.

## **SECTION 14: HOURS AND DAYS OF WORK**

### **14.1 Rules**

Hours and days of work shall be governed by rules established by the City Manager or designee. (At the present time, hours and days of work are as shown in Exhibit E (Hours and Days of Work).)

### **14.2 Community Service Officers Assigned to the Jail**

Community Service Officers assigned to the Jail shall work shifts that are composed of eight (8) hours and fifteen (15) minutes each day. The shift shall include a thirty (30) minute lunch of which fifteen (15) minutes will be unpaid.

The City and the Union will continue to explore shift schedules that provide alternatives to the eight (8) hour and fifteen (15) minute shift.

### **14.3 Parking Division/Police Department**

The regular workweek for Parking Enforcement Officers shall include Sunday. Parking Enforcement Officers may be required to work between the hours of 7:00 a.m. and 10:00 p.m.; provided that regular shift premiums shall be applicable as set forth in Section 16, and shift selection shall be as set forth in Section 14.4, that is, Sunday work in the Parking Division will be assigned on the basis of inverse seniority unless more senior employees prefer to accept such work.

### **14.4 Shift Selection and Assignments**

Within a given classification, shift assignments (Swing, Night and Day) shall first be offered to employees by classification seniority on a voluntary basis. In the event shift assignments are not filled voluntarily, such shift assignments shall be made on the basis of inverse classification seniority.

14.4.1 In Unit J, the selection of shifts, days off and assignments, may be directed in order to ensure appropriate coverage of male and female staff for management of the City Jail facility.

#### **14.4.2 Types of Shifts:**

- a. **Swing shift** means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 5:00 p.m. and 12:00 midnight of each workday.

- b. **Night shift** means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 12:00 midnight and 7:00 a.m. of each workday.
- c. **Day shift** means any authorized work schedules assigned except rotating, swing, or night shifts as defined in this section.

#### **14.5 Clerical Unit Work Schedule**

For the Clerical Unit, a change in the daily work schedule that requires an employee to work beyond the regular work schedule shall not require the employee to flex his or her hours except by mutual consent of the employee and the supervisor. However, employees in work units that provide a six (6) or seven (7) day operation may be required to flex their work schedule, based on the needs of the work unit. Flexing of work schedule will be assigned on the basis of inverse seniority unless more senior employees prefer to accept such work. The required flexing of work schedules will be on a day-for-day basis. When an employee is required to work on a regularly scheduled day off, the department will provide the employee with an alternative day off in the same work week when the required flexing occurs.

In the event that the City changes a clerical employee's work hours on a permanent basis, the City will provide the employee notice at least thirty (30) calendar days in advance of the date of the change. For the purposes of this Section, the schedule change shall mean a change in the employee's work hours of at least one (1) hour. If the employee is unable to work the newly scheduled hours, the City will seek volunteers in the same classification in the Department or work area who are willing to work the newly scheduled hours. In the event that a volunteer exists, the new schedule shall be given to the volunteer. If no employee is able to work the new schedule, the City will offer the affected employee a transfer to a budgeted vacant position that is available to be filled as determined by the City Manager in the same classification in the City. If no vacancy exists, the employee's work hours will be changed as scheduled.

#### **14.6 Flexible Scheduling**

Employees shall be permitted to request variable working hours such as, but not limited to, 10 hours a day four days a week, job sharing, and working under a flexible arrangement. Flexible scheduling may also include the option of a one-half hour lunch break. This option shall be available in all departments in the City and will be considered seriously if all City functions within units can be accomplished through flexible scheduling.

**14.7 Shift Trades - Community Service Officer**

The Police Department policy on Shift Trades among sworn personnel shall be equally applicable among Community Service Officers.

**14.8 Work Assignment**

Each new employee shall be provided with a written description of his/her job class, and each supervisor shall discuss with the new employee the duties of his/her position as a part of the departments' orientation. Moreover, within 30 days of appointment to a new position and as part of the department orientation process, an employee in Representation Unit K1 or K2 may request a written description of the employee's major areas of responsibilities. The description of the employee's major areas of responsibilities may be amended from time to time based on the needs of the workunit and it is not intended to capture all duties that can be assigned to an employee that are within the scope of responsibility outlined in the employee's specific job classification.

**14.9 Building Maintenance**

For Building Maintenance Mechanics, Building Maintenance Mechanic Trainees, and Building Maintenance Supervisor: Hours of work will be adjusted effective January 7, 1990 to 37.5 hours per week. Monthly rate of pay adjusted to reflect actual hours.

Schedule of rotation and days off determined by the City, in the same general manner as currently applies to Electrical unit.

Effective June 29, 2008 each employee in the classifications of Building Maintenance Mechanic, Building Maintenance Mechanic Trainee and Building Maintenance Mechanic Supervisor shall have the option to retain a 37.5 hour work week schedule or to change his/her work schedule to forty hours per week with an increase in pay to reflect the additional hours. Additionally, any employee may increase to forty hours per week after July 1, provided that such change shall be made at the beginning of the pay period. An employee who has changed to a 40-hour workweek shall have a one-time option to return to a 37.5-hour workweek. If the employee exercises the option to return to 37.5 hours and then changes to a 40-hour workweek, the employee will remain at 40 hours per week for the remainder of his work time in the position. Any employee who is hired after June 29, 2008 will work a forty (40) hour per week schedule and will have no option to change his/her schedule to 37.5 hours.

The City and the Union may agree in writing to alternate work schedules other than those set forth in this agreement including a 9/80 work schedule which contains an 80 hour pay period with hours worked in 9 days. The City will take into consideration its operational needs, including the impact of potential overtime, in

deciding whether to approve an alternate work schedule. However, such alternate work will not be unreasonably denied.

#### **14.10 Daylight Saving Time**

14.10.1 **Spring:** In the Spring when transitioning to Daylight Saving Time (DST), employees working during the one (1) hour transition from Standard Time to DST will be paid only for actual hours worked. Employees working on a shift which includes the one (1) hour transition may be granted an option by the Department Head or his or her designee, to work an additional hour or use compensatory time, floating holiday, or vacation to make up the lost work hour.

14.10.2 **Fall:** In the Fall when transitioning from DST, employees working during the one (1) hour transition will be paid for all hours worked including overtime at one and one-half (1½) times the straight-time rate of pay for hours worked in excess of the regular workweek as set forth in Section 15 of this Agreement.

#### **14.11 Family Friendly and Environment Friendly Workplace**

The City shall comply with the applicable provisions of the Berkeley Family Friendly and Environmental Friendly Workplace Ordinance 13.101 to members of this bargaining unit. As such, employees may request variable working hours such as, but not limited to, 10 hours a day, four (4) days a week, flexing start and end times, and working under a flexible arrangement. Management may approve, in advance, an employees' request to temporarily flex their work schedule between the hours of 6:00 a.m. and 8:00 p.m. on a particular day, or over a specific period of time, by adjustment to the employee's start time and end time, or lunch break. Any denial of an employee's request for flexible scheduling shall explain the denial in a written response that sets out a business reason for the denial.

#### **14.12 Work Schedule Change**

Except as provided in Section 14.5 (Clerical Unit Work Schedule) and/or under emergency action as provided in Section 15.6 (Natural Disaster/Declared Emergency), the City will provide employees with at least a two (2) week advance notice of a permanent work schedule change.

## **SECTION 15: OVERTIME**

Employees required to work in excess of their basic workweek shall be compensated for such overtime services as follows:

### **15.1 Overtime Pay Eligibility and Rates**

Except for employees working an Assumed Work Day (Section 18 - Assumed Work Day) all work in excess of eight (8) hours in any 24-hour period, which begins with the employees' scheduled or actual starting time, whichever is earlier, shall be paid for at one and one-half (1½) times the regular rate for the first four (4) hours of such excess and at two (2) times the regular rate for the balance of such excess. This provision shall not be applicable when excess hours are required by a schedule adjustment requested by the employee or part of a regular flextime schedule requested by the employee. Regular flextime schedules which include work in excess of 10 hours in any day must be approved by the Union prior to requesting such a schedule.

See Appendix A and Appendix B for the scheduling of overtime for Maintenance Chapter employees in the Streets and Sanitation and Solid Waste and Recycling Divisions of the Public Works Department.

**15.1.1 Mandatory Overtime for Employees in Unit K1 and K2:** Except as otherwise provided in Section 15.2 (Compensatory Time), when an employee in Representation Unit K1 or K2 is directed to work in excess of his or her basic work week, the employee shall be paid at the rate of one-and-one-half (1½) times the employee's regular rate of pay. Based on the needs of the work unit, the manager may offer the employee being directed to work overtime the option of earning Compensatory time in lieu of overtime pay, subject to the maximum accumulation requirement in Section 15.2 (Compensatory Time).

### **15.2 Compensatory Time**

Compensatory time off may be earned in lieu of overtime pay at the rate of one and one-half (1½) hours for each overtime hour worked up to a maximum of sixty (60) hours of such compensatory time.

Accumulation of compensatory time off in excess of sixty (60) hours may be allowed at the discretion of the Department Head. Utilization of compensatory time shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the service. As used herein, sixty (60) hours is equal to ninety (90) hours of time off work. In the event of layoff or



termination, the employee shall be compensated for all compensatory time accrued but still unused.

Whether an employee shall be compensated for overtime by compensatory time off or by payment shall be at the sole discretion of the employee's Department Head.

Employees who have an accrued compensatory time bank shall be permitted, at the employee's option, to use such compensatory time in lieu of vacation time for any scheduled vacation days.

**15.3 Payment Upon Termination**

In the event that an employee resigns or is terminated, the employee shall be entitled to compensation for his or her accumulated overtime.

**15.4 Work Week**

For the purpose of computing overtime, the workweek shall be defined as beginning at 12:01 a.m. Sunday morning and ending at 12:00 midnight Saturday.

**15.5 Emergency Overtime**

Employees who are called from their living quarters for emergency work or duty on days other than normal work days or on normal work days outside of their regular work hours shall be paid emergency overtime compensation for actual time worked; provided, however, that in any case of emergency overtime as herein provided the minimum time for which such overtime compensation shall be paid shall be three (3) hours; and provided, further, that if such overtime work is performed prior to the beginning of the regularly scheduled work period and such overtime continues into such regularly scheduled work period without a break in service, compensation shall be paid only for the actual time worked. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

In the event that the employee on scheduled standby is not called, and another employee has been called to perform the emergency overtime assignment, both the employee who performed the assignment and the employee on scheduled standby status will receive the minimum overtime compensation as provided in Section 15.5.

**15.6 Natural Disaster/Declared Emergency**

If an emergency is declared by the City, county, state or national authority:

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

- 15.6.1 If an employee is called outside of normal working hours, the employee gets time and one half (1½) the normal rate of pay for the first whole shift regardless of the number of hours worked. If the employee is not called from home the regular rules apply (i.e., overtime for hours worked above eight in a day).
- 15.6.2 Thereafter: the first eight hours at regular rate and 7½% for hours worked between 5:00 p.m. and midnight; 10% for hours worked from midnight to 7:00 a.m. For hours greater than eight in a shift, the employee gets time and one-half (1½) the normal rate of pay but no shift differential on those hours above eight.
- 15.6.3 There will be no reduction in the number of hours in the regular work week schedule (either 32 for employees working a 37.5 hour work week or 40).

**15.7 Clerical Unit Overtime and Scheduling**

- 15.7.1 The parties recognize that employees may be required to work overtime from time to time and that employees may have personal constraints that limit the ability of the employee to work overtime.
- 15.7.2 The City will notify Clerical unit employees at least 5 days in advance of the need to work overtime. However, the parties acknowledge that there may be unforeseen, unpredictable circumstances which arise in which the City is unable to provide 5-day advance notice of the need for overtime. In such case the City will provide as much notice as possible of the needed overtime. The City will seek volunteers to perform the work. If no volunteers are available, overtime may be mandated based on the needs of the work.
- 15.7.3 The City will use flexible scheduling in the work unit to ensure coverage with the intent to limit overtime. The City shall solicit input from staff on flexible scheduling to set a schedule that works best for the employees and meets the needs of the division/department.

## **SECTION 16: PREMIUM PAY**

### **16.1 Shift Differential**

16.1.1 **Swing Shift:** Employees who regularly work a full shift of eight (8) hours or more on swing shift as defined in Section 14.4.2 (Types of Shifts), which includes four (4) hours or more between the hours of 5:00 p.m. and 12:00 midnight, shall be paid their regular salary plus seven and one-half percent (7½%) of their monthly salary per month.

16.1.2 **Night Shift:** Employees who regularly work a full shift of eight (8) hours or more on night shift as defined in Section 14.4.2 (Types of Shifts), which includes four (4) hours or more between the hours of 12:00 midnight and 7:00 a.m., shall be paid their regular salary plus ten (10) percent of their monthly salary per month provided, however, that in the case of any such employee who is regularly assigned to such night-shift work for less than an entire work week, the additional payment shall be made only for the portion of the work week worked on the night-shift assignment.

16.1.3 **Mechanical Sweeper Operator Shifts:** Employees in the classification of Mechanical Sweeper Operator (Job Code 63090) who regularly work a combination of a "swing" and "night" shifts, which shifts include eight (8) hours or more and further include four (4) hours or more between either the hours of 5:00 p.m. and 12:00 midnight (swing shift), or the hours of 12:00 midnight and 7:00 a.m. (night shift), shall be paid in addition to their regular salary, ten percent (10%) of their regular salary for those periods said employees work a combination of "swing" and "night" shifts.

### **16.2 Standby - Units D**

Except as provided below, employees in Unit D who are assigned to standby service shall be paid for such service an amount equal to ten (10) hours work during each week that they are assigned to such standby services at an overtime rate based upon their regular monthly salaries. For the purposes of this Section, week shall mean the seven (7) consecutive calendar days following assignment to standby service. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

Standby service shall mean being available for service outside of regular working hours at any time when called. If an employee assigned to standby service is not available when called or is unable or fails for any reason to perform the service when called, the employee shall not receive the standby pay provided for herein. Employees absent from work on vacation leave, compensatory time or sick leave will not be eligible to be assigned to Standby service.

The standby pay provided for herein is a minimum guarantee to an employee assigned to standby service. An employee assigned to standby duty shall receive ten (10) hours of overtime compensation in addition to any overtime worked while on standby. The City shall provide the standby employee with a vehicle. Said employee shall be responsible for taking all reasonable steps to insure the safety of the tools and equipment on that vehicle. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

**Scheduled Overtime during Standby:** The employee who is on scheduled standby status may perform scheduled overtime tasks on a voluntary basis. The standby premium shall not be pro-rated. If an emergency call occurs during the time that the employee is performing scheduled overtime tasks that call shall be paid at the time and one-half rate and not at the call back rate set forth in Section 15.5. If other employees are concurrently performing scheduled overtime tasks, the Director of Public Works may, at his or her discretion, assign the work to employees present within the City performing the scheduled overtime tasks at the regular overtime rate of pay.

**16.3 Standby - Units K-1 and K-2**

With respect to employees in Units K-1 and K-2 only, the City agrees to arrange for standby compensation prior to any requirement that employees be assigned standby duty.

**16.4 Emergency Standby – Unit J; Unit D Parking Enforcement Officers and Unit D Parking Enforcement Supervisors**

Employees in Unit J and Unit D Parking Enforcement Officers and Unit D Parking Enforcement Supervisors who are assigned to Emergency Standby service by the department shall be paid or given compensatory time off for being placed on Standby status as follows:

16.4.1 An employee in Unit J; and Unit D Parking Enforcement Officer and Unit D Parking Enforcement Supervisor who is placed on Standby service by the department on his or her regular scheduled work day shall be paid for a minimum of one hour and at a one-quarter time rate (i.e., 0.25 multiplied by

the hourly rate and multiplied by the number of hours placed on Standby status).

16.4.2 An employee in Unit J as well Unit D Parking Enforcement Officer and Unit D Parking Enforcement Supervisor who is placed on Standby service by the department on his or her regularly scheduled day off shall be paid for a minimum of two (2) hours at a one-quarter time rate (i.e., 0.25 multiplied by the hourly rate and multiplied by the number of hours placed on Standby status).

16.4.3 An employee in Unit J as well as a Parking Enforcement Officer and Parking Enforcement Supervisor in Unit D who is placed on Standby service as provided for in 16.4.1 and 16.4.2 above, is required to be available for service outside of regular working hours at any time when called and during the period of time as specifically assigned by the supervisor. If an employee assigned to Emergency Standby service is not available when called, is unable to respond, or fails for any reason to report for duty when called, the employee shall not receive the Emergency Standby pay provided for herein. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

## **SECTION 17: SPECIAL ASSIGNMENT PAY**

### **17.1 Bilingual Premium Pay**

17.1.1 An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, routinely and consistently as part of his or her regular job assignment as determined by the City will receive a Bilingual Premium Pay Differential of 5%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 5% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

17.1.2 An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, when either a) assigned by management, or b) at the request

of the employee with the supervisor's agreement, or, c) after a job audit and who must utilize these skills on an occasional basis will receive a Bilingual Premium Pay Differential of 2%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 2% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

17.1.3 The bilingual premium will not be applicable under any circumstances except to an employee who possesses second language competency. Management reserves the right to test for second language appropriate competency prior to a Bilingual Premium Pay Differential.

17.1.4 The City may designate an employee to receive either the 5% or 2% Bilingual Premium Pay Differential on a temporary basis for a specified period provided the employee met the requirements contained in the first or second paragraph of this Section.

**17.2 Mental Health Clinics Differential**

Employees in Unit K-1 or K-2 who are regularly assigned to work in Mental Health Programs, in direct contact with clinic patients, shall receive a five percent (5%) differential. This Mental Health Clinics Differential will be reported to CalPERS as Hazard Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

**17.3 Summer Youth Supervision Differential**

Employees who supervise two or more Summer Youth or Court Assignees shall receive a five percent (5%) differential. This Summer Youth Supervision Differential will be reported to CalPERS as Lead Worker/Supervisor Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

**17.4 Construction Equipment Operators Differential**

Construction Equipment Operators shall receive a seven and one-half percent (7½%) differential for hours worked operating the D-8, the Tracked Front End Loader, the Low Boy Tractor Trailer and grader effective January 1, 1991. This Construction Equipment Operators Differential will be reported to CalPERS as Heavy/Special Equipment Operator Special Assignment Pay. However, any hours

worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

## 17.5 Training

17.5.1 **Training Differential:** Employees assigned in writing by the department head and approved by the Director of Human Resources as qualified trainers or instructors for specific specialized skills (identified by departments in consultation with Human Resources) shall be compensated for hours actually worked training at five percent (5%) differential. This Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.5.2 **Public Safety Dispatcher Police Desk Training Premium:** Employees in the classification of Public Safety Dispatcher II and assigned in writing by the Chief of Police of his or her designee and approved by the Director of Human Resources as qualified trainers or instructors for specific specialized skills on the Police Desk shall be compensated for hours actually worked training at ten percent (10%) differential. This Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

## 17.6 Sewer Work Pay

Streets and Sanitation Division personnel assigned through annual designation to sewer work (any work in the sewer involving installing, repairing, rodding, and jetting) shall be paid a premium of ninety cents (\$0.90) per hour which premium shall be added to and considered a part of their pay. Personnel assigned intermittently to sewer work during regular duty hours shall be paid ninety cents (\$0.90) per hour premium pay for each regular hour worked that day for a minimum of eight (8) hours. Personnel assigned intermittently to sewer work during overtime shall be paid at time and one-half times the sewer premium pay. This Sewer Work Pay will be reported to CalPERS as Sewer Crew Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.7 Parking Enforcement Training**

The City to pay 5% differential to Parking Enforcement Representative assigned to train new employees in lieu of Supervisor and Assistant Supervisor. This Parking Enforcement Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.8 Smog Technician License Premium Differential**

Employees in the classifications of Mechanic, Mechanic Supervisor or Service Technician who obtain and maintain a valid California Basic Area Smog Technician License issued by the Bureau of Automotive Repair shall receive a 2% differential to normal base salary. This Smog Technician License Premium Differential will be reported to CalPERS as Mechanic Premium Educational Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.9 Special Response Team**

An employee in Representation Unit J who is assigned as an active member of the Special Response Team (SRT) shall receive a five percent (5%) salary differential when involved in an active SRT incident. If an employee is assigned as a member of the SRT while on regular duty and not while on overtime, those hours worked as a SRT member on regular duty shall be reported to CalPERS as Hazard Premium Pay.

**17.10 Longevity Pay**

Effective June 28, 2009, employees completing twenty-four (24) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twenty-fifth (25<sup>th</sup>) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.

**17.11 Roll Off Container Truck**

An employee in the classification of Solid Waste Truck Driver who is assigned to operate the Roll Off Container Truck in the Solid Waste Division of the Public Works Department shall receive a differential of \$45 per month. This Roll Off Container Truck Differential will be reported to CalPERS as Heavy/Special Equipment Operator Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.



**17.12 Handling of Narcotics Evidence in the Police Department Property Room**

A Community Service Officer and Community Service Officer Supervisor assigned to the handling of Police records of narcotics evidence in the Police Department Property Room will receive a differential of three percent (3%). This differential will be reported to CalPERS as Police Records Assignment Premium Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.13 Special Class Commercial Driver’s License Premium**

Effective June 26, 2011 employees required to possess and maintain a valid California Class A or Class B Commercial Driver’s License as a condition of employment shall receive a three percent (3%) differential to base pay. This differential shall be reported to CalPERS as Special Class Driver’s License Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.14 Emergency Medical Dispatching**

In the event Berkeley takes responsibility for emergency medical dispatching, the City and the Union agree to meet and confer over impacts on current terms and conditions of employment.

**17.15 Commercial and Residential Route Refuse Collector Premium**

Effective June 19, 2016, employees in the classification of Solid Waste Worker assigned to a Commercial or Residential Collection Route in the Zero Waste Division of the Public Works Department shall receive a two percent (2%) differential when assigned and performing duties on a Commercial or Residential Collection Route. Effective June 18, 2017, the differential shall be increased by an additional two percent (2%), for a total of four percent (4%). This Commercial and Residential Route Refuse Collector Premium will be reported to CalPERS as Refuse Collector Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.16 Hazardous Substance Special Assignment Pay**

Employees assigned to a Citywide coordinated response to perform clean up services of established encampments shall receive a three percent (3%) salary differential to base pay for actual hours worked.

**17.17 One-Time Dispatcher Retention Bonus**

Effective upon ratification of this agreement, Public Safety Dispatcher II and Supervising Public Safety Dispatchers who have completed five (5) years of service in their classification shall receive the following one-time retention bonuses:

July 2019 \$750 minus applicable taxes\*  
July 2020 \$750 minus applicable taxes\*

\*Such amounts shall not be reported as PERSable compensation to CalPERS.

This Section 17.17 shall become null and void at the expiration of the contract on June 27, 2020 and shall not be included in a successor MOU unless negotiated and agreed to by both Employer and the Union.

## **SECTION 18: ZERO WASTE**

### **18.1 Assumed Work Day**

The City and the Union agree to continue the practice of the Assumed Work Day for employees in the Solid Waste Division of the Public Works Department assigned to residential and commercial collection routes and to Tractor Trailer Drivers assigned to transport solid waste to the landfill. For the purpose of this Agreement, an Assumed Work Day means an employee is assumed to have worked a shift of at least eight hours regardless of actual hours worked when assigned to residential and commercial collection routes or to a Tractor Trailer Driver assigned to transport solid waste to the landfill.

For employees assigned to an Assumed Work Day schedule, the following conditions apply with respect to compensation:

- 18.1.1 Overtime will be paid at one and one-half (1½) times the normal hourly rate for all hours worked over 40 in a week. For the purposes of this Section, the 40 hour work week includes all hours in a paid status except as provided in paragraph 4 below.
- 18.1.2 Overtime will also be paid for all hours worked on another regularly assigned residential or commercial collection route or different assignment on completion of the route assigned at the beginning of the shift. The rate of such compensation shall be determined by calculations made pursuant to the Fair Labor Standards Act (FLSA) and specifically 29 C.F.R. Section 778.312(a)(1).
- 18.1.3 If an employee is required to work on a Holiday as provided in Section 20.1.1 through 20.1.13 of this Agreement, the employee shall be compensated for overtime as provided in paragraphs 1 and 2 of this

Section, and shall be compensated at the Holiday overtime rates set forth in Section 20.4 of this Agreement.

- 18.1.4 Those employees who are not regularly assigned to an Assumed Work Day schedule and who are given a temporary assignment to an Assumed Work Day schedule on a given day will be compensated on an Assumed Work Day basis as provided in this Section provided that at least 50% of the Assumed Work Day assignment has not been completed on a residential or commercial collection route or any trip to the landfill after the second daily trip.

## **18.2 Zero Waste Route Bid**

A Route Bid to determine Zero Waste Division collection route assignments will be conducted on a yearly or as needed basis due to the needs of the work unit. The parties acknowledge that if significant operational changes are occurring, for the purpose of maintaining continuity of service, the Route Bid may be delayed. Employees in a paid status at the time the Route Bid is issued may bid on a collection route in the Zero Waste Division.

A Route Bid Selection Criteria may include, but is not limited to the following:

- a) Seniority in Class
- b) Date of Hire (Drivers only)
- c) Attendance
- d) Safety Record

The parties agree to meet and confer over the impacts on route assignment as a result of either an elimination or creation of routes.

Details pertaining to how the Zero Waste Collection Route Bid is conducted are contained in Zero Waste Division Route Bid Selection Standard Operating Procedures regarding route bid selection.

## **18.3 Zero Waste Vacation Scheduling**

Zero Waste shall designate an annual vacation schedule as outlined in the Zero Waste Division Standard Operating Procedures.

## **18.4 Solid Waste Worker / Driver Check-Off**

Employees hired into the classification of Solid Waste Worker shall be provided with behind the wheel truck driver training within 180 days of appointment to the career classification.

**18.5 Truck Driver Safety**

Any driver who believes his or her truck is unsafe to operate shall immediately cease driving and notify his or her immediate supervisor. The driver shall be reassigned to another truck while his or her truck is out of service for safety reasons. The truck taken out of service for safety reasons, shall not be driven until cleared by the mechanic on duty. If the employee disagrees with the City's clearance of the truck for safety reasons and is directed to operate it, the employee or the Union on behalf of the employee may request a meeting with the City's Safety Officer or his or her designee within 24-hours of the directive. At the employee's request, such meeting may include the employee's Union representative.

## LEAVES

### **SECTION 19: VACATION**

**19.1 Eligibility**

All employees who have worked for the City six (6) months or more and have worked half-time or more in the preceding calendar year shall be entitled to vacation leave.

**19.2 Scheduling**

The times during the calendar year at which an employee shall take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the service. Wherever practical, employees working in the same classifications within a division shall be given preference of vacation time by seniority. If the requirements of the service are such that a Department Head cannot permit an employee within the department to take an annual vacation leave or any part of such leave within a particular calendar year, the City Manager may permit such employee to take the deferred vacation during the following year.

With advance supervisory approval, vacations may be in increments of one (1) hour.

**19.3 Accrual**

The vacation accrual rate shall be as follows:

<b>Years of Service</b>	<b>Authorized Annual Vacation (in work weeks)</b>	<b>Vacation Leave Credits (in workdays per month of svc.)</b>	<b>Vacation Leave Credits (in hours earned per month of svc.)</b>
Through the first three years of service	2	0.833	6.667
Fourth through eleventh years of service	3	1.25	10
Twelfth through seventeenth years of service	4	1.667	13.333
Eighteenth through twenty-fourth years of service	5	2.083	16.667

Years of Service	Authorized Annual Vacation (in work weeks)	Vacation Leave Credits (in workdays per month of svc.)	Vacation Leave Credits (in hours earned per month of svc.)
Twenty-fifth year of service and each year thereafter	6	2.5	20

**19.4 Eligibility - First Two (2) Years**

Each employee, during that portion of the calendar year in which the employee was originally appointed and during that next succeeding calendar year, shall be entitled to vacation leave credits at the rate of .833 work days for each calendar month of service. Each such employee shall be entitled to take, during these two (2) calendar years, only such annual vacation leave as the employee earns.

After two (2) years of service, employees may request, and upon approval, to take up to a maximum of two (2) weeks of their annual vacation, in advance of actual earning. Approval of requests for advance vacation shall be solely at the discretion of management.

**19.5 Eligibility - Effects of Part-Time and Interrupted Service**

For an employee who has worked on a part-time or intermittent basis or has been on leave of absence without pay for a total of six (6) months or more or who has been terminated and subsequently reemployed, the actual years of service with the City shall be used for the purpose of computing length of service in determining eligibility for vacation at the two (2), three (3), four (4), five (5) and six (6) weeks' rate.

19.5.1 Employees working on an intermittent or part-time basis who have worked half-time or more in the preceding calendar year without termination of employment, shall be entitled to a prorated vacation leave based upon the actual years of service with the City and upon the actual amount of time worked in the preceding calendar year.

19.5.2 For the purpose of computing length of service in determining eligibility for vacation at the two (2), three (3), four (4), five (5) or six (6) weeks' rate, time spent on extended military leave shall be counted as time spent in the service of the City.

**19.6 Holidays during Scheduled Vacation**

In the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly. The provisions of this Section shall not apply to those

positions in which holidays, due to the necessities of public health and safety, are normal working days.

**19.7 Maximum Accumulation**

Employees may defer vacation earned to a maximum cumulative total of eight (8) weeks. An employee who has attained maximum accumulation may be required to take all excess earned vacation or receive pay in lieu thereof at the option of the City. Not later than October 1 of each year, the City will advise employees who have attained a maximum accumulation of vacation whether such excess earned vacation must be scheduled as time off prior to the end of the year. Such time off shall be scheduled in accordance with the provision of Section 19.2 (Scheduling).

The City shall require all employees to reduce their accrued vacation balances to no more than 320 hours, as of the last pay period in February of each year of this Agreement. To effectuate the requirement that employees not accrue more than 320 hours vacation leave, the parties agree that not later than November 15 of each year of this Agreement, the City will provide the Union and Department Heads with a report identifying all employees who have accrued two hundred and eighty (280) hours of vacation leave and appear in danger of exceeding the 320 hour limit. Employees who have accrued 280 hours of vacation leave, as of that date, will be advised by their supervisor that they must take vacation leave to reduce their vacation leave accrual by February of the following year.

Supervisors should be flexible in granting employee vacation requests to those employees above, or approaching the 320 hours limit, and further, that with regard to employees who are in danger of exceeding the 320 hour limit, no vacation request by such an employee shall be unreasonably denied. If an employee who is in danger of exceeding the 320 hour limit fails by December 31 of each year of this Agreement to schedule a vacation to be taken before the last pay period in February of each year of this Agreement, the City has the authority to direct the employee to go on vacation leave to reduce the employee's accrued vacation.

If, due to operational necessity, a department head denies an employee vacation leave and does not provide the employee with an alternate vacation date, and as a result causes the employee to exceeds the 320 vacation leave limit, said employee shall nonetheless be entitled to use that vacation leave in the next calendar year to the extent necessary to reduce their accrued vacation to not more than 320 hours.

**19.8 Effect of Military Leave or Break In Service**

An employee who has returned from extended military leave or any other extended leave of absence without pay or who has been reemployed or reinstated shall be entitled, during the calendar year in which the employee returns to the City service,

to a prorated vacation based upon the total years of service with the City and upon the total number of months of actual service with the City during the said calendar year. For succeeding calendar years, vacation shall be as provided in this Section 19.

**19.9 Payment / Reimbursement Upon Termination or Extended Leave**

If after six (6) months of continuous service, an employee is terminated, or is granted an extended military leave or other extended leave of absence without pay, such employee or his or her estate shall be paid for vacation credits in excess of the actual amount of vacation leave taken or such employee or his or her estate shall reimburse the City for the actual amount of vacation taken in excess of vacation leave credits, as the case may be.

Upon termination, extended military leave or other extended leave of absence without pay, vacation leave credits shall be totaled, and the actual amount of vacation leave taken, including any that may have been taken during the year in which the termination, extended military leave or other extended leave of absence without pay occurs, shall be deducted from the total credits. If the credits exceed the actual amount of vacation leave taken such employee or his or her estate shall be paid for the excess of credits on the basis hereinafter set forth. If the actual amount of vacation leave taken exceeds the credits, such employee or his or her estate shall reimburse the City on the same basis.

The basis for such payment by the City or for such reimbursement to the City shall be as follows:

The employee's normal hourly rate at date of termination, extended military leave or other extended leave of absence without pay, and multiplied by the number of vacation hours accrued but not used.

Upon termination, extended military leave or other extended leave of absence without pay, payment for excess of vacation leave credits shall be made in a lump sum at time of termination, extended leave without pay, or as soon thereafter as possible; provided, however, that an employee may elect to use excess vacation leave credits prior to termination, extended military leave or other extended leave of absence without pay, to the extent permitted by this Section 19 and receive a lump sum payment for the balance of vacation leave credits, if any. Notwithstanding the foregoing, accumulated but unused vacation credit at the time of retirement shall be paid off in a lump sum.



**SECTION 20: HOLIDAYS**

**20.1 Recognized Holidays**

Recognized holidays for employees in Representation Units D, J, K-1, and K-2 shall be:

- 20.1.1 New Year's Day
- 20.1.2 Martin Luther King, Jr.'s Birthday (3rd Monday of January)
- 20.1.3 Lincoln's Birthday
- 20.1.4 Washington's Birthday - observed on the 3rd Monday in February
- 20.1.5 Malcolm X's Birthday - observed on the Monday or Friday nearest May 19
- 20.1.6 Memorial Day
- 20.1.7 Independence Day
- 20.1.8 Labor Day - observed on the first Monday in September
- 20.1.9 Indigenous Peoples' Day - observed on the second Monday in October
- 20.1.10 Veterans Day
- 20.1.11 Thanksgiving Day
- 20.1.12 The day after Thanksgiving Day
- 20.1.13 Christmas Day

**20.2 Paid Status**

In order to be eligible for holiday pay, an employee must be on paid leave status on his or her regularly scheduled workday before the holiday.

**20.3 Floating Holidays**

Effective January 1, 1988, employees shall be granted three (3) floating holidays each calendar year.

Employees in the competitive service who have worked for the City six (6) months or more shall be granted three (3) floating holidays each calendar year. In the first calendar year of employment, employees shall be granted pro rata floating holidays as follows: Hired January 1 through April 30 – 3 days; hired May 1 through August 31 - 2 days; hired September 1 through December 31 - 1 day. Employees may take floating holidays in one-hour increments.

**20.4 Effects of Work Week**

Employees whose workweek is Monday through Friday shall be allowed all holidays with pay which fall within such work week. Those employees whose work week is other than Monday through Friday shall be entitled to the same number of holidays, with pay, during each calendar year as are allowed to employees whose work week is Monday through Friday. The procedure for allowing holidays for

employees whose workweek is other than Monday through Friday shall be established by the City Manager.

**20.5 Compensation for Holiday Work**

An employee required to work on any day which is a holiday for employees whose work week is Monday through Friday shall be paid for the number of hours worked during such day at the rate of one and one-half (1½) times the straight-time rate, based upon the employee's regular monthly salary, or shall be granted compensatory time off in an amount equal to one and one-half (1½) times the number of hours worked on such holiday. Any employee who works on Christmas Day or Thanksgiving Day shall be paid double time for that day. The hours worked on such a holiday and paid at the rate herein provided shall not be credited in computing the hours worked in the week for overtime purposes.

The holiday pay provided for shall be in addition to an employee's regular salary. In the event that the time worked on such a holiday is also overtime, as provided in Section 15 of this Agreement, payment will be made for the hours worked either as overtime under said Section 15, or as holiday pay under this Section 20, but will not be made under both Sections.

**SECTION 21: SICK LEAVE**

**21.1 Eligibility**

Any employee shall be entitled to take sick leave with full pay in case of sickness, disability, or serious illness within the immediate family of the employee in accordance with the provisions of Sections 21.2 (Accrual) to 21.6 (Family Sick Leave), inclusive.

**21.2 Accrual**

Each employee shall be credited with one (1) working day of sick leave with full pay for each month of service.

For the purposes of this Section 21, a month of service shall mean thirty (30) consecutive calendar days in the case of employees working on full-time or part-time basis, and shall mean 173 hours of work in the case of employees working on an intermittent basis.

**21.3 Use - Part-Time and Intermittent Employees**

An employee working on a part-time basis shall be entitled to use earned sick leave only on a pro rata basis; for example, if an employee works half time the employee shall be paid for time off on sick leave on a half-time basis.

An employee who works on an intermittent basis shall be entitled to use earned sick leave only for those days on which the employee would have worked if the employee had not been sick; provided, however, that an employee working on an intermittent basis who works only when called shall be entitled to use earned sick leave only when the employee becomes sick after reporting to work in response to such call.

#### **21.4 Accumulation / Cancellation / Restoration / Payout**

21.4.1 Such sick leave as provided in Section 21.2, when not used shall be cumulative; but the accumulated unused period of sick leave shall not exceed two hundred (200) working days, regardless of the length of service. When the maximum of two hundred (200) working days has been reached, and there after part of said maximum has been used, the used part of said maximum may subsequently be replenished at the applicable rate provided in Section 21.2.

21.4.2 Except as otherwise provided below, all accumulated sick leave shall be canceled when an employee terminates or is terminated, except that employees retiring or voluntarily terminating with a vested pension and at least twenty (20) and not more than twenty-eight (28) years of service shall be entitled to receive payment at retirement or termination with a vested pension of thirty eight percent (38%) accumulated unused sick leave days, but not in any case more than thirty eight percent (38%) of the two hundred (200) day maximum accumulation. Employees who voluntarily separate from service with a vested pension and at least twenty-eight (28) years of benefited City of Berkeley service shall be entitled to receive payment in an amount equal to 50% of their accrued sick leave days up to a maximum of two hundred unused sick leave days. The employee may choose to convert unused sick leave to retirement credit as provided by CalPERS in Government Code Section 20965.

The City has established an Internal Revenue Code Section 401(a) plan and trust agreement to address the liquidation of sick leave at time of retirement and has received a Determination Letter and a Private Letter Ruling on the plan and trust agreement. This provides employees with an irrevocable option to defer accrued but unused sick leave at time of retirement into a 401(a) plan or be paid out the balance of the accrued but unused sick leave less withholding of applicable federal and state taxes.

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

- 21.4.3 Any employee retiring on permanent disability arising out of and incurred in the course and scope of his employment with the City shall be entitled to receive payment at retirement for thirty eight percent (38) of accumulated unused sick leave days, but not, in any event, more than thirty eight percent (38%) of the two hundred (200) day maximum accumulation. Employees retiring on permanent disability arising out of and incurred in the course and scope of their employment with the City with at least twenty-eight years of benefited service shall be entitled to receive payment in an amount equal to 50% of their accrued sick leave days up to a maximum of two hundred unused sick leave days.
- 21.4.4 Employees who regularly work one-half ( $\frac{1}{2}$ ) time or more and who have attained the two hundred (200) day maximum sick leave accumulation shall be entitled to receive payment for one-third ( $\frac{1}{3}$ ) of the first twelve (12) days of sick leave days, or if earning sick leave at the rate of two working days for each month of service, one-third ( $\frac{1}{3}$ ) of the first twenty four (24) days of sick leave days, for which they become eligible, do not use and would otherwise forfeit because of the two hundred (200) day maximum limitation. Determination of eligibility for such payment shall be made on an annual calendar-year basis, and payment for such sick leave for any calendar year shall be made no later than January 22nd of the following year. Such payment shall be made at the employee's salary rate in effect on the preceding December 31st and shall be made only in units of whole days and will not be made for any fraction of a day. However, the liquidation of accrued sick leave at time of retirement as provided in Section 21.4.2 will not result in a payout of accumulation of sick leave as provided in this Section.
- 21.4.5 Accumulated sick leave which has been canceled by reason of an employee's layoff in accordance with Section 44 shall be credited back to such employee if the employee returns to City employment within three (3) years of such layoff.

**21.5 Purpose / Definitions**

Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be allowed only in case of sickness or disability or in the case of serious illness within the immediate family of the employee.

**21.6 Family Sick Leave**

Not more than fifteen (15) working days (120 hours) in any calendar year may be taken as sick leave because of the illness of a member of the employee's immediate family. The immediate family of an employee, for the purpose of this Section, shall be defined as: a dependent residing in the employee's household or

parent, spouse, son or daughter, domestic partner or niece or nephew residing in the employee's household.

**21.7 Bonus for Unused Sick Leave**

For every six (6) months of perfect sick leave attendance, the employee will receive eight (8) hours of bonus time. This bonus time will be prorated for part-time employees. Such bonus time can be used for any leave purpose covered by this Agreement. Such bonus time shall be counted as vacation leave credits for purposes of determining eligibility for carry-over and liquidation at time of termination of employment. Such crediting shall occur no later than 45 working days after having been earned.

**21.8 Injury Incurred In Outside Employment**

No sick leave shall be allowed for time off for an injury incurred while working for another employer, provided that such injury is covered by the Workers' Compensation laws of the State of California, or other provision for payment for time off because of such injury is made by such other employer. In the event such injury is not covered by the Workers' Compensation laws of the State of California, and no other provision for payment for time off because of such injury is made by such other employer, sick leave in accordance with the provisions of this Section shall be allowed only if such outside employment has been approved by the City.

**21.9 Notice Required**

In order to receive compensation while absent on sick leave, the employee shall notify his/her Department Head prior to or within four (4) hours after the time set for beginning his or her daily duties, or as may be approved by the Head of his or her department. The employee will make every reasonable attempt to directly contact his or her designated supervisor within one hour of beginning of shift.

**21.10 Absenteeism / Sick Leave Abuse**

The City may establish a reasonable program for the control of abuse of sick leave and absenteeism, subject to Union review and comment.

21.10.1 The Union and the City agree to meet during the term of this 2015 through 2018 agreement, beginning no later than 90 days after Union ratification and Council approval on its regular agenda, on the City's practice with regard to the control of abuse of sick leave and absenteeism. This Section 21.10.1 shall sunset as of June 16, 2018.

**21.11 Calculations**

All sick leave shall be calculated upon actual paid hours. This provision shall go into effect upon implementation of necessary data processing changes.

**21.12 Voluntary Leave Exchange for Catastrophic Illness:**

21.12.1 Recovery Time Transfer is that system whereby an employee grants time from earned compensatory or vacation leave to another employee. Such transfer of time shall be limited to situations where the recipient of the transfer is, by reason of illness or injury, threatened with the loss of earnings due to his/her exhaustion of employment benefits. Such time transfer request must be in writing, and subject to the approval of the City Manager/Director of Library Services/Executive Director of the Rent Board. Such approval shall not be unreasonably denied. Such transfer shall be credited to the recipient at the donor's rate of pay. Recovery Transfer Time will not be used for industrial injuries or illnesses. The use or receipt of Recovery Transfer Time shall not preclude possible medical separation of the recipient employee. The City reserves the right to require medical verification by a qualified medical practitioner of the recipient employee's medical condition. The City may transfer an employee receiving Recovery Transfer Time into another position in the same classification.

21.12.2 An employee may donate accrued but unused sick leave as Recovery Transfer Time subject to the following conditions:

- a. The employee donating sick leave must maintain a sick leave balance of at least 120 hours after the donation of leave for Recovery Transfer Time. An employee donating sick leave coincidentally with terminating employment with the City shall be limited to a sick leave donation of no more than forty (40) hours regardless of the sick leave donation option(s) used.
- b. An employee may donate compensatory time off and/or vacation leave time; or
- c. An employee may donate up to forty (40) hours of sick leave per calendar year and be charged hour per hour for each hour of sick leave donated; or,
- d. After the first forty (40) hours of sick leave are donated, an employee may donate sick leave but the employee will be charged two hours of sick leave for each hour of sick leave donated for use as Recovery Transfer Time.

**SECTION 22: WORKERS' COMPENSATION**

Workers' Compensation payments shall commence according to law. Payments under the Workers' Compensation law for temporary disability, or a recurrence thereof, arising out of and in the course of employment, shall be paid for a period not to exceed 365 days at a maximum payment of the employee's pre-disability pay, but shall not exclude any salary adjustment to which the employee is entitled. Thereafter, the employee will continue to receive only the temporary disability payments provided under State Law and the City will cease to pay the difference. Temporary disability payments plus the moneys paid under the City's salary continuation program shall be equivalent to the employee's regular pre-disability pay. However, salary continuation payments above the statutorily required temporary disability payments shall not be reported by the City to CalPERS as compensation. In determining the employee's pre-disability pay the City may use either pre-disability net or gross pay based on administrative capabilities. This decision shall be applied uniformly and is not intended to reduce salary continuation benefits below those in effect under the prior Agreement.

**SECTION 23: STATE DISABILITY INSURANCE**

**State Disability Insurance Integration:** Any employee who is absent due to personal illness for more than seven (7) days (or for any period of time if hospitalized) may apply for State Disability Insurance benefits. Application forms shall be available from Human Resources.

The City shall integrate the employee's pay with the employee's State Disability benefits upon receipt of the "Notice of State Disability Claim Filed" in the following way:

- 23.1 The City will determine the weekly State Disability Insurance benefit amount based on the amount of wages earned with the City of Berkeley in the State Disability Insurance base period.
- 23.2 Where employee has accrued sick leave, the weekly benefit will be subtracted from the employee's normal weekly wage and the amount necessary to bring the total of State Disability plus wages to 100% will be deducted from the sick leave and paid on normal City payroll.
- 23.3 When employee receives State Disability Insurance check, he or she will contact payroll if the amount of the benefit is anything other than the maximum amount and payroll will make up the difference from sick leave, vacation, or comp time if the employee has any accrued to use for this purpose.

Any employee entitled to State Disability Insurance shall receive in addition thereto such portion of his or her accumulated sick leave as will meet but not exceed, the standard earnings of the employee for his or her normal work week, up to a maximum of five (5) days.

- 23.4 An Employee may integrate his/her vacation or comp time with State Disability Insurance as set forth above. If an employee wishes to exercise this option, he/she must notify the City prior to exhausting his/her sick leave integration.

## **SECTION 24: BEREAVEMENT LEAVE**

In the case of death within the immediate family of an employee such employee shall be entitled to remain absent from duty with pay in order to grieve the passing of a loved one, for a period not exceeding three (3) working days, or in the case of a funeral or memorial service conducted out of the State of California, for a period not exceeding five (5) working days. Bereavement leave need not be taken in consecutive days but shall be taken within twenty (20) working days of the death of the family member. The immediate family of an employee, for the purpose of this Section, shall be defined as a dependent or wife, husband or domestic partner, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandchildren, aunts and uncles.

In order to be eligible for Bereavement Leave as noted above, employees are required to complete and submit the City of Berkeley Bereavement Leave Statement as provided in the City policy. Employees shall not be required to provide an obituary.

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

In special cases, with the approval of the Department Head, the City Manager may grant a death leave to allow an employee to attend funeral or memorial services because of the death of a person not included within the definition of the immediate family.

## **SECTION 25: MILITARY AND MARITIME LEAVE**

Military and Maritime Leave shall be governed by the provisions of the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and any regulations promulgated to implement the Act, and the California Military and Veteran's Code.



**SECTION 26: PARENTAL LEAVE**

A continuous leave of up to one year will be granted to any employee with one (2,080 hours) or more years of employment with the City (or equivalent in the case of part-time employees) upon the birth of a child or the adoption of a child who is five (5) years or younger, providing that:

- 26.1 the one year parental leave must commence no later than thirteen (13) months from the date of birth or adoption and must expire no later than twenty-five (25) months from the date of the birth or adoption, and
- 26.2 approved parental leave shall not be deducted from the Seniority Service Date, and
- 26.3 to be eligible to exercise their rights under this Section, employees must provide thirty (30) working days notice prior to the anticipated commencement date of the parental leave, when possible.

The employee, at his or her option, may request that all or any portion of sick leave (up to a maximum of two hundred (200) days) or vacation leave that he or she has accumulated be paid in the same manner as it would if he or she had been absent due to illness or on vacation during the leave. In the event both parents are employed by the City, nothing in the Personnel Rules and Regulations shall prohibit both employees from taking simultaneous parental leave.

The foregoing leave shall be granted upon medical certification of pregnancy or the presentation of legal evidence of adoption.

During approved parental leave, after all earned leaves (except sick leave) are exhausted, the City agrees to maintain life and health insurance coverage for the duration of the approved parental leave, subject to any regular participation requirement of the employee. Thereafter the City agrees to continue coverage for the employee at the employee's expense.

**SECTION 27: LEAVE OF ABSENCE WITHOUT PAY**

**27.1 Request**

Upon request of the employee, a Department Head may grant a leave of absence to an employee within his/her department without pay for a period not to exceed

fifteen (15) working days. No leave without pay shall be granted for more than fifteen (15) working days, except upon the written request of an employee and approval of the City Manager or designee. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for discharge. Employees shall, when possible, return to their original position upon return from an approved leave without pay.

## **27.2 Union Training Leave**

27.2.1 A union training leave without pay shall be granted at the request of an employee and the Union for the purpose of attending a training course sponsored by the Union. The maximum duration of such leave shall not exceed two (2) consecutive payroll periods in a calendar year. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for discharge.

27.2.2 Conditional upon prior approval and upon receipt of certification of completion, the City shall reimburse an employee who is an elected official or steward of the Union for up to one half of his/her time spent in such training at the employee's permanent rate of pay, not to exceed twenty hours of paid leave in a calendar year.

27.2.3 Time spent by Union officials in retreats provided for in Section 6.5 (Official Attendance at Meetings) of this Agreement shall be counted toward the above 20 hour limit but may not be subject to the provision for payment of only half of the total time.

## **27.3 Eligibility**

No leave of absence shall be granted to any employee until the employee has utilized all accrued vacation time and any other time owed to the employee, except sick leave.

If the absence without leave is due to reasons for which the employee would be eligible for sick leave, then all sick leave must be exhausted first as well.

## **SECTION 28: JURY DUTY LEAVE**

An employee who is called or required to serve as a trial juror shall be entitled to be absent from work with pay during the period of jury duty or while required to be present in court as a result of a call to jury duty. Employees are required to submit a written proof of jury duty service issued by the court in order to receive payment for Jury Duty Leave. An

employee is required to be present at work when not serving as a trial juror or as a member of a jury selection panel. An employee will notify his or her supervisor of any unusual constraints (e.g., time to call in, time to report for jury service) made by the court that affect the employee's ability to simultaneously fulfill his or her jury duty service and employment obligations, and the supervisor will attempt to accommodate the employee based on the operational needs of the department. Absence from work to perform jury duty service shall apply to employees who work swing and graveyard shifts for those days on jury duty. Employees who serve jury duty on their days off shall be granted an equivalent number of days off during their normal workweek. The employee will keep any payment received for jury service including mileage reimbursement.

**28.1 Court Time**

The City will guarantee a minimum of four (4) hours pay for every court appearance required by an employee in the conduct of official City of Berkeley job duties on the employee's scheduled day off and four (4) hours minimum if on a workday but outside scheduled working hours. In addition, employees assigned to court phone standby in the conduct of official City of Berkeley job duties will be compensated by earning recovery time as follows: Duty day, outside of scheduled working hours, one hour minimum recovery time and hour for hour thereafter. Day off, two hour minimum recovery time and hour for hour thereafter.

## HEALTH AND WELFARE BENEFITS

### **SECTION 29: HOSPITAL-MEDICAL AND DENTAL COVERAGE**

#### **29.1 Health Insurance**

The City agrees to extend all medical and dental benefit coverages to dependents of City employees up to the date of their 26<sup>th</sup> birthday.

29.1.1 The City shall pay for the cost of health insurance coverage for employees who have such coverage under any group health insurance plan authorized by the City Council. If an employee chooses to complete and submit an Affidavit of Domestic Partnership and sign up for medical benefits for his or her domestic partner, the employee shall be subject to federal and state income tax withholding.

29.1.2 The maximum amount the City shall be required to pay for medical insurance premiums shall be the applicable Kaiser S-1 Plan rate (i.e., single party, two party, or family), regardless of the City sponsored health plan selected by the employee.

29.1.3 For employees in a probationary or career benefited status as of January 1, 2003, the City will continue to pay 100% of the health care premium costs (employee and any dependents) for the health plan the employee is enrolled in as of this date as long as the employee remains employed in the bargaining unit. After January 1, 2003, if the employee transfers health coverage to a different health plan, the employee will assume responsibility for paying the difference, if any, between the Kaiser monthly premium rate (i.e., single party, two party, or family) and the plan chosen by the employee from that date forward. For these employees who were grandfathered under this section 29.1.3, effective April 1, 2016, the City will continue to pay 100% of the health care premium costs (employee and any dependents) for the Sutter Health Plus HMO plan as long as the employee remains employed in the bargaining unit. As stipulated above, if the employee transfers from Sutter Health Plus HMO to a different health plan, the employee will assume responsibility for paying the difference, if any, between the Kaiser monthly premium rate (i.e., single party; two-party; or family) and the plan chosen by the employee from that date forward.

29.1.4 **Medical Plan for Part-Time Employees:** Effective July 1, 2011, the

City will pay 75% of the cost of the medical plan which is fully paid for full-time employees for those part-time employees who work 20 to 29 hours per week. The City will pay 100% of the cost of the medical plan which is fully paid for full-time employees for those part-time employees who work 30 or more hours per week.

**Meet and Confer:** The Parties agree to meet and confer commencing no sooner than January 1, 2017. This negotiation shall be on methods to contain or reduce the City's health benefit costs and/or preventing that the City be required to pay any penalties associated with the Excise Tax, including but not limited to a new and/or replacement health plan. This meet and confer process will be subject to normal rules of collective bargaining, including applicable impasse, strike or lock-out procedures.

## 29.2 Dental Insurance

The City shall provide a dental care program for employees.

Effective January 1, 1995, benefits provided under the Dental Program shall be increased to an annual limit of \$2,000 for dental work and a lifetime limit of \$2,000 for orthodontics. The co-insurance rate shall be ninety percent (90%). If an employee chooses to complete and submit an Affidavit of Domestic Partnership and sign up for dental benefits for his or her domestic partner, the employee shall be subject to federal and state income tax withholding.

29.2.1 **Dental Plan for Part-Time Employees:** Effective July 1, 2011, the City will pay 75% of the cost of the dental plan which is fully paid for full-time employees for those part-time employees who work 20 to 29 hours per week. The City will pay 100% of the cost of the dental plan which is fully paid for full-time employees for those part-time employees who work 30 or more hours per week.

## 29.3 Part-time Employees

Part-time employees who work 30 or more hours per week will receive 100% of the cost of the medical plan which is fully paid for full-time employees; for those part-time employees who work 20-29 hours per week, the City will pay 75% of the cost of the medical plan which is fully paid for full-time employees.

## 29.4 Flexible Spending Account

The City shall establish an Internal Revenue Code Section 125 Flexible Spending Account that allows an employee to elect pre-tax deductions from salary for the purpose of paying allowable medical expenses. Such plan shall be established no later than November 1, 2008.

**29.5 New Providers**

The City shall make reasonable efforts when contracting with any new providers for hospital and medical plans to contract with those providers which provide coverage for all dependents residing in the employee's household.

**29.6 Medical and Dental Benefits**

Medical and Dental benefits shall begin the first day of the calendar month following the date of hire, and end the last day of the month an employee is in pay status.

**29.7 Discipline and Treatment**

The union may request, where merited, on a case by case basis, that pending disciplinary action be held in abeyance pending successful completion of a treatment program by the employee, and thereafter as long as the employee maintains a positive performance and participates in an ongoing recovery program.

**29.8 Health Insurance In-Lieu Payment Effective January 1, 2016**

Effective January 1, 2016, for employees who show proof of alternate medical coverage, the City will compensate the employee \$576 per month, prorated for less than full time benefitted employees.

**SECTION 30: GROUP LIFE INSURANCE**

The City shall continue to provide group life insurance, by a carrier of the City's choice, for each employee in the amount of \$25,000 with a standard accidental death and dismemberment provision of a like amount. In addition, employees may purchase additional life insurance in increments of \$10,000 up to a maximum of \$300,000 at a rate offered by the City's insurance carrier and subject to any medical exam as required by the insurance carrier.

**SECTION 31: RETIREE MEDICAL COVERAGE**

The City and Union have agreed that the City will make available retiree health insurance coverage under certain terms and conditions described below. This retiree medical benefit shall be referred to as Plan Z2B Cap 3. The terms and conditions of this benefit shall be set forth in a separate document which shall contain a full plan description and shall control the administration of the retiree medical plan.

The City will begin to provide the retiree medical coverage set forth in this Section on July 1, 2000. An employee's entitlement to any and all benefits provided by the City under

this retiree medical coverage plan are subject to the funding limitations set forth in subsection 31.9 (City Funding of Retiree Health Benefits).

**31.1 Amendment of Retiree Health Premium Assistance Plan VI, effective June 28, 1998, Restated and Amended effective March 22, 2011**

Employees who retire on or after July 5, 2015, shall be permitted, at their discretion, to enroll in non-City sponsored health plans. After Council approval of the successor Memorandum of Understanding, the City shall amend the Retiree Health Premium Assistance Plan VI (For Service Employees International Union, Local 1021 Maintenance and Clerical Chapters) as soon as practicable to allow enrollment in non-City sponsored health plans. In the event a retiree elects to enroll in a non-City sponsored health plan, the City shall make medical insurance premium payments directly to the health insurance provider in an amount equal to what the City would contribute to the City sponsored health plan. Retiree shall be solely responsible for all aspects of the requirements to enroll in a non-City sponsored health plan and maintain eligibility for such a plan; the City's sole obligation is to pay the medical insurance premium contribution required under this section, as directed by the retiree to a non-City sponsored health plan. The City shall not be responsible for any excess cost differentials associated with the direct payment of premiums to non-City sponsored plans. The City will only make payments through its third party administrator to provide medical insurance premium payments for an individual plan and will not make payments for a group plan. The retiree and/or surviving spouse or domestic partner that enroll in non-City sponsored health plans shall be solely responsible for paying the administrative set up fee, the monthly administrative fee, and/or any other fees established by the third party administrator, and said fees will be deducted directly from the retiree's monthly contribution. No cash payments will be paid directly to the retiree and/or the retiree's spouse/domestic partner. There shall be no cash in lieu payments made under this benefit.

The City and the Union agree that the City will also amend the Retiree Premium Assistance Plan VI to allow eligible retirees who retired prior to July 5, 2015 to enroll in a non-City sponsored health plan.

**31.2 Eligibility**

An employee is eligible for the retiree health insurance coverage set forth in subsection 31.3 (Pre Age 65 Retiree Health Insurance) below if he/she meets all the following criteria:

- 31.2.1 retires on or after July 1, 2000,
- 31.2.2 is vested with CalPERS,
- 31.2.3 has at least eight (8) years of CalPERS qualifying service with the City,
- 31.2.4 is at least age 55.

**31.3 Pre Age 65 Retiree Health Insurance**

Beginning July 1, 2000, the City shall make available health insurance coverage to the employee and his/her spouse or domestic partner. The City will pay on the employee's behalf no more than \$181.56 per month for an employee electing single party health coverage and no more than \$363.12 per month for an employee electing two-party coverage. The actual monthly amount of money the City will contribute on the employee's behalf will be based on the employee's total years of CalPERS service as provided in the following chart:

<b>Years of CalPERS Qualifying Service</b>	<b>Percent of City Contribution</b>
8	30%
9	40%
10	50%
11	58%
12	66%
13	74%
14	82%
15	90%
16	92%
17	94%
18	96%
19	98%
20	100%

Employee will pay the difference between the City's monthly contribution and the actual monthly insurance premium charged by the health plan he/she has elected for retiree medical coverage. If during the term of this Agreement, the premiums for such health insurance are increased, the amount the City contributes shall increase no more than 4.5% above the previous year's contribution. No increases in the amount the City contributes shall occur before July 1, 2001. Thereafter, any increase in the amount contributed by the City will occur on July 1 each year thereafter.

**31.4 Retiree Benefits for Employees Age 65 and Over**

Once an employee or retiree reaches age 65, he or she is eligible for Medicare. As a result his/her eligibility for the retiree medical benefits set forth in subsection 31.3 (Pre Age 65 Retiree Health Insurance) ceases. On reaching age 65, the City



will make available health insurance coverage for a Medicare Risk Policy. When an employee or retiree reaches age 65, the City will contribute no more than \$17.65 per month on the employee's behalf for single party health insurance coverage and no more than \$35.32 per month for two party health coverage.

**31.5 Termination by City of Retiree Medical Benefit**

Failure of the retiree or surviving spouse to pay their monthly share of the health insurance premium will result in termination of the retiree medical benefit and relieve the City of any further obligation to provide any further benefits under this Section.

**31.6 Retiree Medical Benefit for Employees Retiring Between the Ages of 50 and 55**

An employee who is at least 50 years of age, but less than 55, and has at least eight years of CalPERS qualifying employment with the City will retain eligibility for the retiree medical benefits provided in subsection 31.3 (Pre Age 65 Retiree Health Insurance) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his/her termination from City employment until the employee's 55th birthday. If for any reason the employee has a lapse in health care coverage the employee forfeits his/her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide any benefits under this Section to the employee and/or his spouse or domestic partner.

**31.7 Employees Retiring between June 28, 1998 and June 25, 2000**

Employees retiring from City service between June 28, 1998 and June 25, 2000 will be eligible for the retiree medical benefits provided in this Section if they meet all of the eligibility criteria set forth in subsection 31.2 (Eligibility) and after their retirement from City service maintain continuous enrollment in a group health plan from the date of the employee's retirement until June 25, 2000. The employee shall be responsible for paying 100% of the monthly health plan premium from the date of the employee's retirement until June 25, 2000. Failure on the part of employee or surviving spouse to pay premiums and maintain continuous group health care coverage through June 25, 2000 will result in the employee forfeiting his/her eligibility for the retiree medical benefits provided in this Section and will relieve the City of any further obligation to provide benefits under this Section.

**31.8 Employees Retiring with a CalPERS Approved Disability Retirement**

If an employee retires from the City before age 55 with a CalPERS approved disability retirement, the employee will retain eligibility for the retiree medical benefits provided in subsection 31.3 (Pre Age 65 Retiree Health Insurance) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his/her termination from City employment until the

employee's 55th birthday. If for any reason the employee has a lapse in health care coverage the employee forfeits his/her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide any benefits under this Section to the employee and/or his/her spouse or domestic partner.

**31.9 City Funding of Retiree Health Benefit**

City contributions to the retiree medical benefit will begin on June 26, 2000. Funding of this benefit will be set aside in a trust to be established by the City.

Effective with the 1998-2002 Memorandum Agreement, the retiree medical benefit was funded by a charge of 0.50% of payroll in the third and fourth years of that Agreement, so that contributions are at 1% of the payroll in the fourth year of that Agreement. The City will fund the benefit at approximately 1% of the payroll for every year thereafter with the intent of achieving a funding level of 70% after 30 years. The funding will be ongoing to maintain a 70% funding level thereafter.

The Union understands and acknowledges that the City conducted an actuarial study to determine the percentage of payroll it needed to set aside each year and the rate of return of 7% it must achieve to fund the retiree health benefit provided in this Section. The City will conduct an actuarial study by an outside actuary of the retiree medical plan prior to June 30, 2002. After that time, the City will conduct an actuarial study by the outside actuary of the retiree medical plan every two to three years to review the funding status of the program. The outside actuary will be selected by mutual agreement of the parties. The Union and City agree that if the Actuary concludes that the City's funding of this benefit by contribution of 1% of the payroll for all miscellaneous employees is insufficient to fully fund the retiree medical benefits, the City shall not be required to increase its funding for this benefit to more than 1% of the payroll for miscellaneous employees. In the event that there are insufficient funds in the trust to cover all retirees' monthly health premiums, the City and the Union agree to meet and confer regarding the City's distribution of its 1% contribution.

## TERMS AND CONDITIONS OF EMPLOYMENT

### **SECTION 32: PROBATIONARY PERIOD**

#### **32.1 Length**

Original and promotional appointments from employment lists shall be tentative and subject to a probationary period of six (6) months (and a minimum of 1,040 hours) actual work exclusive of all leave and light duty and shall be completed within a one (1) year period. However, time spent on workers' compensation leave or on modified duty as a result of an industrial injury shall not be considered as actual service and shall not be included as time served toward completion of the probationary period.

In recognition of the safety and training requirements of several non-sworn paraprofessional classifications in the Police Department, the probationary period for those classifications is as follows:

- 32.1.1 For the classifications of Community Service Officer, and Community Service Officer Supervisor the probationary period shall be nine (9) months (and a minimum of 1,560 hours).
- 32.1.2 Employees who are hired in either the classification of Public Safety Dispatcher I or Public Safety Dispatcher II fifteen (15) months (and a minimum of 2,600 hours).
- 32.1.3 The hours counted for Community Service Officer and Community Service Officer Supervisor probation will be for actual service exclusive of all leave and light duty completed within eighteen (18) months.
- 32.1.4 The hours counted for Public Safety Dispatcher I and Public Safety Dispatcher II probation will be for actual service exclusive of all leave and light duty completed within twenty-four (24) months.

Probationary employees who are granted military leaves of absence shall complete the balance of their probationary period within a period of six (6) months following their return to City service. No provision of this Section shall be interpreted to preclude the City from establishing new classifications which may require a probationary period of more than six (6) months.

#### **32.2 Effect of Provisional Appointment**

If, before completing the required probationary period, an employee is provisionally appointed to a higher class in the same or a related series of classes, the time

served in such higher class shall be counted toward completion of the probationary period in the lower class.

**32.3 Completion**

If the service of the probationary employee has been satisfactory to the Department Head, the Department Head shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such probationer in the service is desired. If such service has been unsatisfactory, the Department Head shall file with the Director of Human Resources such a statement, in writing, with the recommendation to the City Manager or designee that the employee be rejected.

Probationary employees may request periodic conferences with their supervisors regarding the adequacy of their performance.

**32.4 Rejection**

During the probationary period, an employee may be rejected at any time without right of appeal or hearing in any manner. An employee rejected from a position to which the employee has been promoted shall be reinstated to the position from which the employee was promoted unless charges are filed and the employee is discharged as provided in Section 39.

**SECTION 33: TRANSFER**

**33.1 General**

A transfer may be made at any time by the City Manager when a demonstrated need exists. Transfer shall not be used to effect a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided elsewhere in this Agreement. No employee shall be transferred to a position for which the employee does not possess the minimum qualifications. An employee with permanent status who is transferred from one class to another class shall assume permanent status in the class to which the employee is transferred.

**33.2 Units D and J**

With respect to Units D and J only, in the event a Department Head determines to make a selection for a permanent vacancy from a transfer list existing for the same classification, the senior employee on the transfer list shall be selected.

**33.3 Transfer – Solid Waste**

The City will offer test skills training for any Solid Waste Worker so requesting on their own time in order to increase their ability to compete for positions such as Laborer.

**SECTION 34: PROMOTION**

- 34.1 Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service after a promotional examination has been given and a promotional list established. In line with this, the City shall consider advancing career employees to vacancies in promotional positions before considering hiring temporary workers from outside the City service. Consistent with City of Berkeley Personnel Rules, each candidate for promotion must be either a permanent employee in the competitive service or a permanent employee on an active mandatory layoff reemployment list, and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought. The right to compete in a promotional examination in a specific classification series is not limited to employees in the bargaining unit to which that classification is assigned.
- 34.2 If in the opinion of the City Manager, the City is facing staffing reductions which will result in displacement of employees, a waiver of minimum qualifications and/or substitution of related experience and education may be made in promotional examinations, with an understanding on the part of management and supervisory personnel that adequate on-the-job training which can be completed within no more than one year, will be provided to facilitate job adjustment and to compensate for waiver of qualification standards if that has occurred. The promotional recruitment announcement will state that minimum qualifications may be waived providing the applicant's experience and education demonstrates his or her on-the-job development potential, as stated above. In promotional appointments where the minimum qualifications have been waived, the probationary period will be one year to allow the employee time to demonstrate development of the necessary job knowledge and skills.
- 34.3 If, in the opinion of the City Manager, the best interests of the service can be served by an open, competitive examination instead of closed, promotional examination, and if there is not already a promotional list for the higher position, which list has not been abolished and from which the vacancy could be filled, then the City Manager may instruct the Director of Human Resources to call for applications for

the vacancy and arrange for an open, competitive examination and for the preparation and publication of an eligible list.

**34.4 Interview of City Employee**

A City employee who is on a closed promotional or an open competitive list shall have the option to interview for the vacancy. A City employee who is unsuccessful and who so requests shall be advised of steps she or he may take to increase her/his competitive standing for future promotional opportunities.

34.5 Employees who have qualified for promotional lists shall be considered for promotion based on the following factors: previous work performance, previous training and experience, merit, ability, and seniority.

34.6 If the City elects to give an open, competitive examination for a promotional position, the City shall establish two (2) lists. List A shall be a Promotional List, and shall rank successful candidates who are presently City of Berkeley career employees. List B shall rank all successful candidates who are not presently career employees. The City shall seriously consider all candidates on List A before hiring from List B.

**34.7 Step Increase**

If any employee is entitled to a step increase and receives a promotion within one month of the increase, said employee is to be placed at the second higher step.

**SECTION 35: DEMOTION**

35.1 The City Manager may demote an employee who so requests it, or whose ability to perform required duties falls below standard. No employee shall be demoted to a class for which the employee does not possess the minimum qualifications as determined by the Director of Human Resources.

35.2 Notice of the demotion shall be given the employee no later than two (2) weeks prior to the effective date of demotion and a copy of said notice shall be filed with the Director of Human Resources. Any employee who has been demoted shall be entitled to receive a written statement of the reason for such action.

35.3 An employee with permanent status who is demoted shall assume permanent status in the class to which the employee is demoted.

35.4 Upon request of the employee, demotion may be made to a vacant position as a substitution for layoff. In such cases the employee shall be restored to his or her

former position without further examination whenever such position is again to be filled in accordance with the reemployment provisions in Section 45.

### **SECTION 36: SUSPENSION**

36.1 The City Manager may suspend an employee from his/her position for disciplinary purposes based on just cause. Suspension without pay shall not exceed twenty (20) working days, nor shall any employee be penalized by suspension for more than twenty (20) working days in any fiscal year. Any employee to be suspended shall be entitled to receive a written statement of the reasons for such action.

36.2 A Department Head may suspend an employee for disciplinary purposes based on just cause for not more than three (3) working days for any one offense. Such suspension shall be reported immediately to the City Manager.

#### **36.3 Immediate Suspension**

An employee who the department head determines to be an immediate threat to the health and safety of co-workers or the public shall be placed on administrative leave with pay and sent home.

### **SECTION 37: DISCHARGE**

An employee may be discharged at any time by the City Manager, but if the probationary period has been completed, then such discharge must be for cause. Any employee who has been discharged shall be entitled to receive written statement of the reasons for such action.

### **SECTION 38: RESIGNATION**

An employee wishing to leave the competitive service in good standing shall file with the Department Head, at least two (2) weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Director of Human Resources with a statement by the Department Head as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Failure of the employee to give the notice required shall be entered on the service record of the employee, and may be cause for denying future employment by the City. The resignation of an employee who fails to give notice shall be reported by the Department Head immediately.

**SECTION 39: REINSTATEMENT**

A permanent or probationary employee who has resigned with a good record may be reinstated within two (2) years to the employee's former position, if vacant, or to a vacant position in the same or comparable class without further competitive examination. This Section shall not be interpreted as a guarantee of reinstatement to an employee who has resigned with a good record and who requests reinstatement within two (2) years.

An employee who is reinstated under this Section who has completed probation in the classification to which the employee is being reinstated shall not serve a probationary period on reinstatement. An employee who is reinstated under this Section who has not completed probation in the classification to which the employee is being reinstated shall be required to serve a new probationary period on reinstatement. The duration of the probationary period determined by the classification and the provisions of Section 32 of this Agreement.



## GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

### SECTION 40: GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

#### 40.1 Definitions

For purposes of this section of this Agreement, the following definitions shall apply:

- 40.1.1 **Grievance:** A Grievance is any complaint of a member of the bargaining unit involving the interpretation, application, alleged violation, or any other matter of this Agreement or within the scope of representation of the Union.
- 40.1.2 **Administrative Complaint:** An Administrative Complaint is a grievance filed by a grievant or the Union specifically regarding payment of compensation or the interpretation and application of contract provisions and past practices, or allegations of past practice.
- 40.1.3 **Discrimination Complaint:** A Discrimination Complaint is a grievance filed by a grievant or the Union regarding a violation of Section 3 of this Agreement.
- 40.1.4 **Grievant:** A Grievant may be any member of the bargaining unit covered by the terms of this Agreement, or the grievant may designate the Union to act on his or her behalf or the Union itself may file a grievance on behalf of a member or group of members.
- 40.1.5 **Disciplinary Action:** The recommendation of or implementation by an employee's supervisor or Department Director related to the suspension, demotion, salary reduction or discharge of an employee covered by this Agreement.
- 40.1.6 **Disciplinary Appeal:** A Disciplinary Appeal is the procedure established hereunder to afford an employee his or her due process rights related to a pending disciplinary action. An employee may appeal the recommendation or imposition of suspension, demotion, salary reduction or discharge other than when such action is taken during the formal probationary period for that employee.

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

- 40.1.7 **Salary Reduction:** Salary Reduction is the reduction of an employee's base compensation to a lower salary step within the employee's current salary range for a specified period of time.
- 40.1.8 **Suspension:** Suspension is the temporary removal of an employee from his or her duties without pay.
- 40.1.9 **Grievance Appeal Officer:** Appeals of grievances will be heard by the City Manager for general City operations, the Library Board of Trustees for Library employees may designate the Director of Library Services as the Appeals Officer and the Executive Director of the Rent Board for Rent Board employees. The City Manager may designate a Grievance Appeal Officer in his/her stead.
- 40.1.10 **Union:** The term Union used throughout this procedure shall include by reference the bargaining unit itself and the appropriate Chapter President and Chief Steward who may be representing an employee engaged in this Grievance and Disciplinary Appeal Procedure.
- 40.1.11 **Day:** A day is defined herein as any day in the calendar year on which the City of Berkeley is regularly open and providing full administrative services to the public.
- 40.1.12 **Written Reprimand:** In the event that an employee receives a written reprimand, the Union or the employee may request a meeting with the supervisor to discuss the reprimand. Such meeting shall occur within fifteen (15) days of the request. The employee may write a rebuttal to any written reprimand within thirty (30) calendar days of receiving the written reprimand or the meeting and such rebuttal will be placed in the Personnel File along with the written reprimand.

**40.2 Grievance Procedure**

**Initial Filing Period:** Formal written grievances must be filed at Step 1 of the grievance procedure within thirty (30) days of the date the incident occurred or within thirty (30) days of the date the grievant or the Union reasonably should have had knowledge of the matter.

- 40.2.1 **Informal Process:** *Complaints Filed With* - An employee or Union who believes that s/he/it has a grievance shall discuss the grievance informally with the applicable immediate non-bargaining unit supervisor. If this is not possible due to the absence of this supervisor, the employee

or his/her Union may discuss the grievance informally with the applicable Division Manager.

- a. **Filing Period:** Such informal grievances shall be verbally brought to the attention of either the immediate non-bargaining unit supervisor or, if unavailable, with the Division Manager within a reasonable period of time of the incident generating the grievance. (NOTE: In order to comply with formal grievance procedures, refer to Section 40.2, "Initial Filing Period", for absolute filing deadlines and time frames for formal grievances.)
- b. **Process:** The grievant shall be entitled to a personal conference with and an informal decision by, either the relevant supervisor or Division Manager within ten (10) days of making the request for an informal meeting. This informal decision terminates the informal process unless mutually agreed upon by employee, supervisor/manager and Union to extend informal discussions.

40.2.2 **Formal Process: STEP 1 – First-Level Manager: *Complaints Filed With*** - If the grievant is not satisfied with the results of the informal process, the grievant may file a formal written grievance following the conclusion of the informal conference process. Such written grievance shall be presented to the applicable Division Manager with a copy to the Department Director and the Union.

- a. **Interpretation of Agreement and Past Practice:** Questions regarding the interpretation of the Agreement or allegations of violations of Past Practice shall initially be filed in writing with the Director of Human Resources of the City.
- b. **Compensation:** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources of the City.
- c. **EEO:** All complaints concerning discrimination or other Section 3 matters shall be initially filed in writing with the Equal Employment Opportunity and Diversity Officer of the City. However, complaints alleging violation of any applicable laws pertaining to protected union activity will be filed with the Director of Human Resources of the City.

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

40.2.3 **Filing Period:** This written grievance must be filed within ten (10) days following the conclusion of the informal conference process, except as follows:

- a. **Compensation:** Administrative Complaints regarding issues concerning payment of compensation may be filed within 90 days of the last day of the alleged under or over compensation.
- b. **EEO:** The allowed time for filing of a complaint under this Section shall be governed by the EEO Complaint Investigation and Resolution Procedure of the City of Berkeley's EEO/Affirmative Action Program (attached herein as Appendix B).

40.2.4 **Process:** The grievance must be presented in writing on a form provided by the City, and approved by the Union. The written statement shall be a clear, concise statement of the grievance including specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. Within ten (10) days of receiving the written grievance, the grievant shall be entitled to a personal conference with the Division Manager if requested. Other than issues of Contract Interpretation and Past Practices, Compensation or EEO, within ten (10) days, the Division Manager shall communicate a written decision to the grievant and the Union with a copy to the Director of Human Resources and the Department Director. Such action will terminate Step 1.

- a. **Compensation:** In the case of issues of compensation, the Director of Human Resources or his/her designee shall respond in writing within thirty (30) days of receiving the written complaint. In such cases, no adjustment shall be retroactive for more than thirty (30) calendar days from the date upon which the complaint was filed or thirty (30) calendar days from the date when an employee and/or the Union may reasonably be expected to have learned of said claimed violation. Only complaints which allege that employees are not being compensated in accordance with the rules, regulations, and resolutions of the City Council or in accordance with the understanding contained in any Agreement which has resulted from the meeting and conferring process shall be considered.

Any other matters of compensation are to be resolved in the meeting and conferring process, and, if not detailed in the operative Agreement which results from such meeting and conferring process,

shall be deemed withdrawn until the meeting and conferring is next opened for such discussion.

- b. **EEO:** Discrimination complaints shall be processed in accordance with the EEO Complaint Investigation and Resolution Procedure of the City of Berkeley EEO/Affirmative Action Program (attached herein as Appendix B) except that:
  - i. The employee has the right to be represented by a Union representative at all stages of the informal and formal complaint investigation and resolution procedure;
  - ii. The Equal Employment Opportunity and Diversity Officer shall meet with and report to only the City Manager during the formal resolution process; and
  - iii. The City Manager shall make the final decision on the complaint which may be appealed by the Union to an impartial arbitrator within ten (10) days of receipt by the Union of the City Manager's decision. Such an appeal shall be processed in accordance with the above defined grievance procedure of this Agreement. The City shall promptly notify the Union of the filing of all formal complaints, as well as their acceptance or rejection.

The City Manager or his or her designee will notify the Union of a proposed decision on a formal complaint, and the reasons therefore, and upon a request within ten (10) days, shall meet with the Union prior to issuing a final decision.

If a grievance also alleges a violation of another Section of the contract in addition to Section 3, Section 40.2.2.3.2 shall apply only to that part of the grievance which alleges a violation of Section 3 unless otherwise mutually agreed.

Complaints challenging, disputing, or seeking to modify or change any policy component of the City's EEO/Affirmative Action Program, including but not limited to the assignment of responsibilities, workforce utilization analysis, and affirmative action goals and timetables, shall not be subject to the grievance/arbitration procedures of this Agreement. This in no way limits the right of the Union to grieve violations of the City's EEO/Affirmative Action Plan.

- c. **Interpretation and Past Practice:** In the case of issues of interpretation of the Agreement, past practices, payment of compensation or violations of Section 3 of the Agreement (Discrimination, etc.), if the grievant is not satisfied, s/he may move the complaint directly to Step 3 of this grievance procedure.

40.2.3 **Formal Process: STEP 2 – Department Director:** *Complaints Filed With* - If the grievant is not satisfied with the results rendered in Step 1, the grievant may appeal the decision in writing to the applicable Department Director or his/her designee with a copy to the Union.

Contract Interpretation and Past Practice, Compensation and EEO complaints would go directly to Step 3 of this process. (NOTE: See Section 40.2.2.)

- a. **Filing Period:** Such written appeal must be submitted to the Department Director or his/her designee within ten (10) days from the date the grievant received the decision of the Division Manager.
- b. **Process:** The written appeal shall include a copy of the original grievance, a description of the informal process and results, the decision rendered at Step 1 and a clear, concise statement of the reasons for the appeal. Within ten (10) days of receiving the written grievance, the grievant shall be entitled to a personal conference with the Department Director or his/her designee if requested. Within ten (10) days of the personal conference, the Department Director or his/her designee shall communicate a written decision to the grievant and the union with a copy to the Director of Human Resources. Such action will terminate Step 2.

40.2.4 **Formal Process: STEP 3 – Grievance Appeal Officer:** *Complaints Filed With* - If the grievant is not satisfied with the results rendered in Step 2 for general grievances and Step 1 for issues of Contract Interpretation and Past Practice, Compensation or EEO, the grievant may appeal the decision in writing to the applicable Grievance Appeal Officer with a copy to the Department Director, the Director of Human Resources and the Union.

- a. **Filing Period:** Such written appeal must be submitted to the appropriate Grievance Appeal Officer within ten (10) days from the date the grievant received the decision rendered in Step 2.

- b. **Process:** The written appeal shall include a copy of the original grievance, a description of the informal process and results, the decision rendered at Step 1 and 2 and a clear, concise statement of the reasons for the appeal. Within ten (10) days of receiving the written grievance, the grievant shall be entitled to a personal conference with the Grievance Appeal Officer or his/her designee if requested. Within ten (10) days of the personal conference, the Grievance Appeal Officer or his/her designee shall communicate a written decision to the grievant and the union with a copy to the Director of Human Resources and the Department Director. Such action will terminate Step 3.

40.2.5 **Formal Process: STEP 4 – Arbitration:** *Complaints Filed With* - If the Union is not satisfied with the results rendered in Step 3, the Union may require that the grievance be referred to an impartial arbitrator by notifying the applicable Grievance Appeal Officer.

- a. **Filing Period:** Such notification of desire to go to arbitration must be filed in writing with the Grievance Appeal Officer within thirty (30) days of the conclusion of Step 3 with a copy to the Director of Human Resources. Provided further that the Union shall forward to the City the Union's portion of the California State Mediation and Conciliation Services (CSMCS) fee within sixty (60) days of receipt of the Grievance Appeal Officer's (City Manager) response. Failure by the Union to meet either the thirty (30) day or sixty (60) day deadline for both referral to Arbitration and payment of the CSMCS fee shall be deemed as a full and complete waiver by the Union to appeal the Grievance Appeal Officer (City Manager) decision to Arbitration and the City Manager decision shall be final and binding on all parties.
- b. **Process:** The impartial arbitrator shall be selected from the California State Mediation and Conciliation Services (CSMCS) unless another party is mutually agreed upon. CSMCS will provide a list of five (5) arbitrators. The City and the Union will alternately strike a name until one remains. The remaining name will be the arbitrator. The cost of the arbitrator's decision shall be borne equally by the parties.

The arbitrator may hear testimony, receive written briefs, interview witnesses, and conduct any investigations she or he deems appropriate, and shall render a final and binding decision to the parties which will end the formal grievance process.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a deposition over which a formally recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as specified in this Section.

Proposals to add or to change the Agreement or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate the Agreement, nor any matter or subject arising out of or in connection with such proposal may be referred to arbitration under this Section; and neither any Arbitrator shall have the power to amend or modify or recommend amendment or modification of the Agreement, or any written agreements or addenda supplementary hereto or to establish or recommend establishment of any new terms and conditions of employment.

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

40.2.6 **General Conditions of a Formal Grievance**

- a. **Union Representation:** The grievant shall be entitled upon request to representation by the Union at all levels of the grievance procedure. In situations where the Union has not been requested to represent the grievant, the City will not agree to a final resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given the opportunity to respond and state its view on the matter. The Union will be given ten (10) days in which to respond.
- b. **Time Limits:** Failure by the Union to file or appeal a grievance within the time limits specified constitutes a dropping of the grievance. Failure by the City to respond by the specified times shall entitle the Union to move the matter to the next higher step of the grievance procedure. If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.
- c. **Witnesses:** The City and/or the grievant may call witnesses.
- d. **Release Time:** If an employee covered by this Agreement gives testimony in connection with the grievance procedure during working



hours, the employee shall suffer no loss of pay. If the grievant's hearing is scheduled during working hours, the grievant shall suffer no loss of pay in order to present his or her grievance.

### 40.3 Disciplinary Appeals

40.3.1 **Union Representation:** An employee may request the presence of a Union steward during an interview with his or her supervisor when the employee reasonably believes the interview may result in disciplinary action, and where there is no assurance from the supervisor that disciplinary action is not intended. If at any time during an interview without a steward in attendance, it becomes apparent that disciplinary action could result, either party may adjourn the interview until a steward can be present. The City commits itself to the application and enforcement of a uniform policy of progressive discipline.

40.3.2 **Sole Mechanism:** The provisions of this Section shall be the sole mechanism for resolving Disciplinary Appeals pertaining to suspensions, demotions, salary reductions and terminations and shall be processed in the following manner:

#### 40.3.3 **Disciplinary Process: STEP 1 – Department Director**

- a. **Review of Recommendation:** The Department Director must receive and review all departmental recommendations for suspension, reduction in salary or a termination. However, for employees of the Library, the Deputy Director of Library Services will have this responsibility.
- b. **Period of Review and Process** The Department Director or his or her designee, or for Library employees the Deputy Director of Library Services, receiving a recommendation proposing a suspension, reduction in salary, or a termination shall hold a meeting with the employee and his or her Union representative to hear an appeal of the recommendation, or the affected employee may choose to make an appeal in written form. If the employee chooses to respond in written form, the Department Director may use his or her discretion on whether a personal conference is necessary.

If a personal conference must be held with the employee and his or her Union, the personal conference must be held within ten (10) days of receiving the recommendation from departmental staff or within ten days of receiving the written appeal from the employee whichever

occurred later. The proposed action and the reasons therefore shall be discussed with the employee. The Department Director or his or her designee shall issue a decision sustaining, modifying or rejecting the discipline within ten (10) days after the completion of the personal conference with the affected employee, or if the employee chose to make an appeal in written form, receipt of the written appeal. This shall conclude Step 1 of the Disciplinary Appeal Procedure.

40.3.4 **Disciplinary Process: STEP 2 – Appeal of the Decision**

- a. **Appeals Filed With:** If the employee or his or her Union is not satisfied with the decision in the case of suspensions of three days or less, or recommendation in the case of suspension of more than three (3) days, of the Department Director or his or her designee resulting from Step 1, the employee or the Union may require that the disciplinary appeal be referred to the City Manager who shall designate a Grievance Appeal Officer to hear the appeal and in the Library to the Board of Library Trustees who may designate the Director of Library Services as the Grievance Appeal Officer.

For Suspensions of Three Days or Less: If the employee or his or her Union do not appeal the decision of the Department Director or his or her designee resulting from Step 1, the disciplinary action shall be implemented in accordance with the provisions of Section 38 (Suspension) and the Disciplinary Appeal Procedure will end here.

For Disciplinary Action of Suspensions of Greater than three days or Discharge: If the employee or his or her Union do not appeal the recommendation of the Department Director or his or her designee resulting from Step 1, the disciplinary actions involving suspension greater than three days, salary reduction or discharge will be referred to the City Manager for review. The City Manager may review or modify the recommendation of the Department Director. If the City Manager does not modify the recommendation of the Department Director, the disciplinary action shall be implemented in accordance with the provisions of the Agreement and the Disciplinary Appeal Procedure will end here.

If the City Manager contemplates modification of the recommendation of the Department Director, the employee and the union will be notified in writing of their right to a disciplinary appeal meeting with the Grievance Appeal Officer. Such notice shall be

issued within ten days of receipt of the Department Director recommendation. The Grievance Appeal Officer will hold a meeting and issue a decision issue as provided in Section 40.3.4.3 below.

- b. **Filing Period:** Said appeal must be filed in writing within ten (10) days of the conclusion of Step 1 above; and must contain the originally recommended action, the written decision of the Department Director and all other correspondence exchanged from the start of the original recommended action and Step 1 activities.
- c. **Process:** The Grievance Appeal Officer or his or her designee receiving an appeal of a proposed disciplinary action shall hold a meeting with the employee and his or her Union representative. The personal conference must be held with the employee and his/her Union within ten (10) days of receiving the written appeal. The Grievance Appeal Officer shall issue a written decision sustaining, modifying or rejecting the discipline within ten (10) days after the completion of the personal conference with the affected employee and/or the receipt of the written appeal. This shall conclude Step 2 of the Disciplinary Appeal Procedure. Any decision to suspend, implement a reduction in salary or terminate an employee will become effective at the conclusion of Step 2 of the Disciplinary Appeal Procedure.

#### 40.3.5 Disciplinary Process: STEP 3 – Arbitration

- a. **Appeals Filed With:** If the Union is not satisfied with the decision of the Grievance Appeal Officer or his or her designee resulting from Step 2, the Union may require that the disciplinary appeal be referred to an impartial arbitrator by notifying the City Manager, with a copy of the Director of Human Resources.
- b. **Filing Period:** Said appeal must be filed in writing with the City Manager or his or her designee within thirty (30) days of the conclusion of Step 2 above. Provided further that the Union shall forward to the City the Union's portion of the California State Mediation and Conciliation Services (CSMCS) fee within sixty (60) days of receipt of the Grievance Appeal Officer's (City Manager) response. Failure by the Union to meet either the thirty (30) day or sixty (60) day deadline for both referral to Arbitration and payment of the CSMCS fee shall be deemed as a full and complete waiver by the Union to appeal the Grievance Appeal Officer (City Manager)

decision to Arbitration and the City Manager decision shall be final and binding on all parties.

- c. **Process:** The impartial arbitrator shall be selected from the California State Mediation and Conciliation Services (CSMCS) unless another party is mutually agreed upon. CSMCS will provide a list of five (5) arbitrators. The City and the grievant will alternately strike a name until one remains. The remaining name will be the arbitrator.

The arbitrator may hear testimony, receive written briefs, interview witnesses, and conduct any investigations she or he deems appropriate, and shall render a final and binding decision to the parties which will end the formal disciplinary appeal process.

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the employee (or his or her Union) and the City. Each party, however, shall bear the cost of its own presentations including preparation and post-hearing briefs, if any. Arbitrator decisions on matters properly before them which pertain to the disciplinary actions involving the suspension, demotion, pay reduction, or discharge of an employee shall be final and binding on both parties.

#### 40.4 General Conditions for Disciplinary Appeals

The City commits itself to the application and enforcement of a uniform policy of progressive discipline.

- 40.4.1 **Union Representation:** The employee who is the recipient of the recommended discipline shall be entitled upon request to representation by the Union at all levels of the disciplinary appeal process.
- 40.4.2 **Time Limits:** Failure by the employee or the Union to file an appeal of the proposed discipline within the time limits specified constitutes a dropping of the disciplinary appeal. If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.
- 40.4.3 **Witnesses:** The City and/or the appellant may call witnesses.
- 40.4.4 **Release Time:** If an employee covered by this Agreement gives testimony in connection with the disciplinary appeal procedure during working hours, the employee shall suffer no loss of pay. If the employee's appeal is scheduled during working hours, the employee shall suffer no loss of pay in order to present his or her appeal.

## MISCELLANEOUS TERMS AND CONDITIONS

### SECTION 41: GENERAL PROVISIONS

#### 41.1 Personal Conduct

- 41.1.1 No employee shall accept appointment to the deputyship or assistantship of any County or State Office or position, or otherwise incur an obligation of civil public position, or otherwise incur an obligation of civil public service outside his/her regular municipal employment without first obtaining the recommendation of the head of his/her department and of the City Manager or designee.
- 41.1.2 No employee shall be disciplined for off-the-job activities which do not affect the performance of the employee.
- 41.1.3 Employees shall so arrange their personal financial affairs so that the demands of creditors and collection agencies shall not impose recurring burden upon the offices of the City Manager or designee, the Department Heads or the Director of Human Resources for the purpose of making collections.
- 41.1.4 Full-time City employees may not carry on concurrently with their public service any private business or undertaking, attention to which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the City government.
- 41.1.5 No official or employee who wears a badge or other official insignia as evidence of his/her authority and identity shall permit such badge or insignia to be used or worn by any other person of the same or another department, or otherwise to leave his/her possession, without approval by the head of his/her department. The Department Head shall not grant such approval except as to persons regularly and formally appointed by the City Manager or designee to the position designated by the badge or insignia.

#### 41.2 Protective Clothing and Equipment

- 41.2.1 **Rain Gear** - The City will provide rain gear (which shall include hat, jacket, pants and boots) for employees in Representation Unit D and provide rain gear that includes rain jacket, rain pants, and a traffic safety

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

reflective vest to Community Services Officers working in Crime Scene Investigation (CSI) assigned to work in inclement weather.

- 41.2.2 **Safety Shoes** - An annual allowance of two hundred dollars (\$200) shall be paid to employees specified in "F" (Shoes, Tools and Uniforms) toward the purchase of safety shoes.
- 41.2.3 **Gloves** - Parking Meter Mechanics, Parking Meter Maintenance Workers, Tool Lending Specialists, and City Services Aides shall be furnished with appropriate work gloves.
- 41.2.4 **Ear Plugs and Face Shields** - Employees who request earplugs will be furnished same. Machinery Operators will be provided with a face shield.
- 41.2.5 **Coveralls:** The City agrees to provide 3 changes of coveralls per week for sewer crew and construction crew.
- 41.2.6 **Bulletproof Vests:** Community Service Officers and Community Service Officer Supervisors and Animal Control Officers have the right to purchase bulletproof vests at their own expense at the City's wholesale cost.
- 41.2.7 **VDT Glasses** - The City shall provide glasses as medically required for operators of Video Display Terminals.
- 41.2.8 **Clothing** - The City will issue guidelines permitting safe substitution of pant/shirt combination for coveralls. There will be no cost to the employee. (Note: For example only, 4 pair coveralls and 3 pairs pant/shirts could be substituted for 7 pair coveralls. Applies only to employees qualifying under safety guidelines within Equipment Maintenance, Solid Waste and Streets and Sanitation divisions.)

**41.3 Tools**

Each employee regularly assigned to the classifications of Building Maintenance Mechanic, Building Maintenance Mechanic Trainee, Building Maintenance Supervisor, Mechanic Supervisor, Welder Mechanic, and Mechanic who is presently required to provide tools of the trade or other equipment will continue to do so but shall receive a flat annual tool replacement allowance of five hundred dollars (\$500) per year effective June 29, 2008.

Each employee regularly assigned to the classification of Parking Meter Mechanic or Senior Parking Mechanic shall receive a flat annual tool replacement allowance

of two hundred fifty dollars (\$250) per year, and Service Technician and Container Maintenance Welder two hundred twenty dollars (\$220) per year, effective June 29, 2008.

Tool allowances shall be paid by August 1st of each calendar year.

The parties reconfirm that such payments constitute a tool replacement allowance.

#### **41.4 Training**

41.4.1 The City agrees to develop and implement an employee development and training policy and program. Responsibility for developing and coordinating training programs for employees shall be assumed by the City. Such training programs may include lecture courses, demonstrations, assignment of reading matter or such other devices as may be available for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties. An Advisory Committee on Training shall be established by the City and shall include representation from the Union.

41.4.2 Participation in and successful completion of special training courses will be considered in making advancements and promotions. For training to qualify for consideration in advancements and promotion, the City will require one or all of the following: City approval of the class curriculum, evidence of successful completion of class, and proficiency testing. Evidence of such activity shall be filed with the Director of Human Resources by the Department Head.

41.4.3 The City shall reimburse all Equipment Maintenance employees for mileage and tuition expenses related for attendance at job-related courses. Provided that the employee must have prior authorization from his/her department head and the course has been approved by the City.

41.4.4 All parking enforcement officers shall be given training in the handling of difficult citizens. The City shall provide Customer Service training to all Parking Enforcement Officers within twelve (12) months of the execution of this agreement and as needed during the life of this agreement.

41.4.5 Training Program for Building Maintenance Mechanic Trainee, Landscape Gardner Trainee, Forestry Climber Trainee, and Weighmaster Trainee to be limited to two (2) year up and out plan.

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

- 41.4.6 The City and the Union agree to establish a Joint Labor, Management and Community Committee by 120 days after the execution of this (2018 to 2020) agreement to review the creation of a program for community training and apprenticeships to build the capacity of Berkeley residents and make a joint recommendation to the City of Berkeley Cannabis Commission and City of Berkeley Commission on Labor.

**41.5 Driver's Training**

Public Works Department shall initiate a Driver's Training Program which shall include periodic refresher courses, for all employees required to operate a City vehicle. Upon successful completion of the Program, the City shall issue an Operator Certificate specifying which vehicles the employee is qualified to operate. After the Program is in full operation, continued provisional and permanent assignment to the operation of specific vehicles shall be contingent upon appropriate certification.

**41.6 Safety**

- 41.6.1 The City and the Union will make every effort to maintain workplaces free of health and safety hazards. No employee shall be required to perform work with unsafe equipment or in situations which can be injurious to their health or safety.

To achieve this goal the City shall appoint an industrial hygienist who will be responsible for the development, maintenance and continuity of the City's safety program with the advice and assistance of a City Safety Committee. The Committee will include two (2) members from the Union. Representatives to the City-wide Safety Committee shall meet for organizational purposes within one month of ratification of this agreement and every other month thereafter.

Members shall be advised of City Safety Committee meetings and their agendas in advance.

As assigned and scheduled the City Safety Committee members will be responsible for conducting workplace safety and health surveys to identify safety and health hazards at worksites.

The City departments and divisions as appropriate shall establish safety committees comprised of union representatives and supervisory personnel to develop written accident prevention programs which will include:



City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

- a. worksite and work practice hazard inspection check lists for use by affected employees,
- b. a training program instructing employees in safe work practices plus specific instruction with regard to hazards unique to a particular job,
- c. scheduled periodic inspections to identify and correct unsafe conditions and work practices which are found,
- d. defining the responsibility of employees and management to follow safe work practices, to report hazards in the work area, and to comply with occupational safety and health standards applicable to their own actions, and
- e. provision of Material Safety Data Sheets in an appropriate place, easily accessible to affected employees, for all materials being used at a worksite.

41.6.3 The Public Works Safety Committee shall provide one (1) Union representative from each Division. The Parking Division Union representative may also attend the monthly Public Works Department Safety Committee meeting. Each committee shall meet at least once a month.

Employee members shall be advised of Committee meetings at least three (3) days in advance of meeting dates and shall be furnished with an agenda at such time. Employee members may have specific items placed on the agenda. Copies of minutes of each departmental meeting shall be distributed to members of the Committee.

The Occupational Health and Safety Coordinator and/or the Safety Committee shall have authority and obligation to inspect work locations and equipment in regard to safety and health considerations. The Safety Inspection Team shall consist of the Coordinator and two members of the Safety Committee to be chosen by the Coordinator. The Inspection Team may make written recommendations for safety and health improvement and the department shall give a written response as to corrective measures within fifteen (15) working days or sooner. The Occupational Health and Safety Coordinator and/or the Safety Committee shall determine when a situation requires response in less than the time limits specified herein.

The Safety Committee shall have the authority to investigate and report on all substances currently being used by City employees and all proposed for use in the future.

- 41.6.4 The Police Department Officer Safety Committee shall include one Community Service Officer and one Parking Division representative chosen by the Union.

**41.7 Use of Automobiles**

The City Manager shall govern the use of City-owned automotive equipment and privately-owned automotive equipment by such rules and regulation as he or she may establish. The cash allowance will be equal to the amount established by the Internal Revenue Service, and will change as necessary to comply with IRS Standard Mileage Rate.

**41.8 Sewer Crew Assignment**

No employee of the Public Works Department below the level of Sewer Maintenance Assistant Supervisor shall be required to accept regular assignment to sewer crews in excess of one (1) continuous year; provided, however that these provisions shall not prevent assignment to sewer crews in emergencies as deemed necessary by the Department Head. The Union and the City shall as soon as possible arrange the implementation of the rotation system.

**41.9 Annual Physical Examination**

The City will provide one (1) physical examination (based on the City's specification as to scope of examination and examiner) each year to each employee in a classification categorized as a "high risk" classification. This exam is mandatory for all affected employees. The parties agree that the classification of Police Service Assistant is a "high risk" classification.

The City will provide annual T.B. screening test, at no cost to employees, who, in the course of their work are subject to health hazards. Such screening tests shall be on City time.

**41.10 Subcontracting**

For the purpose of preserving work and job opportunities for employees covered by this agreement, if the City intends to subcontract bargaining unit work, and such would result in the layoff of a permanent employee, the City will notify the Union in advance of such action, and upon written request, will meet and confer in accordance with the MMBA prior to subcontracting the work in an effort to find alternatives.

Each month, the City will provide the union with a copy of the “Proposal to Contract Work” report prepared for the City Council that lists proposals for contracting out work in excess of \$25,000. The report shall be provided to the Union at the same time the report is transmitted to the City Council. Information will include nature of project, the name of department requesting the work, and the budget code. Within five (5) working days of receipt of the information, the union may submit a written request to the Purchasing Manager. The City will provide a copy of the actual bid specifications within five (5) working days of the bid specifications being finalized and approved by the department issuing the contract, or of receipt of the written request, whichever applies.

Within ten (10) working days of receipt of the bid specifications, the Union may submit a written request to the Department Director or designee proposing to procure outside contractual services. The Department Director or designee will meet and discuss the scope of work being proposed to be performed by outside contractors before a Request for Proposal or Bid Specification is issued for competitive bid. Five days prior to the meeting, the union will provide a description of the issues and concerns it wishes to discuss at the meeting.

For work related to building maintenance estimated to cost less than \$25,000 per year and normally handled by the Facilities Maintenance Division, record or summaries of any such work contracted shall be made available to the Union on a monthly basis. In cases where the Union believes that work either subcontracted or given out for bid should be done by the bargaining unit, it may request a meeting with the City. The Department Director or designee will meet with the Union to discuss the scope of work. Five (5) days prior to the meeting the Union will provide a description of the issues and concerns it wishes to discuss at the meeting.

**41.10.1 No Subcontracting of Janitorial Services:** The City agrees that for the term of this Agreement, it will not contract out any janitorial services currently being performed by employees represented by SEIU Local 1021. Notwithstanding the foregoing, it is understood by the parties that the City currently contracts out janitorial services at several different City locations, and the parties agree that this Agreement does not affect the City’s ability to renew and/or continue to contract out janitorial services that the City currently has contracted out. Further, the parties agree that this provision does not affect the City’s managerial discretion to determine whether to fill a vacancy that may arise during the term of this Agreement

#### **41.11 Commuter Check Subsidy Benefits**

Upon request, the City shall provide a Commuter check subsidy valued at twenty dollars (\$20) per month to an employee for transit, biking, or van pool. Commuter

check subsidies are only intended for use by the employee while employed with the City of Berkeley and may expire due to inactivity.

#### **41.12 Recreation Coordinators**

41.12.1 There shall be scheduled monthly meetings of Recreation Coordinators and their District Supervisors. Appropriate subjects of discussion shall include planning of events and current budget status. Recreation Coordinator shall receive up to two (2) days per year administrative leave for the purpose of attending classes and conferences.

41.12.2 Recreation Coordinators will receive two (2) weeks advance notice of changes in their regular work schedules except for schedule changes due to emergencies, sick leave and vacation.

#### **41.13 Community Service Officer Work Assignments**

Property Clerks shall be selected from among Community Service Officer Supervisors on the basis of qualifications. When qualifications of applicants are substantially equal, seniority and other job related criteria will be the deciding factors.

#### **41.14 Uniforms**

41.14.1 Effective June 29, 2008, employees in the classifications of Community Service Officer, Community Service Officer Supervisor, Animal Control Officer, Parking Enforcement Officer, Parking Enforcement Officer Supervisor, Public Safety Dispatcher I, Public Safety Dispatcher II, Supervising Public Safety Dispatcher, Parking Meter Mechanic and Parking Meter Maintenance Worker shall receive a uniform allowance of \$1,400 per year. Payment of such annual uniform allowances noted above shall continue to be paid in two (2) equal installments, in December and June, of each year. The amount the City contributes toward the uniform allowance is subject to federal and state income tax withholding.

41.14.2 Community Service Officer, and Community Service Officer Supervisor uniforms shall be blue.

41.14.3 Employees are to pay the full cost of maintenance of their uniforms.

41.14.4 Animal Control Officers shall be provided with a set of coveralls for performance of duties when necessary.

- 41.14.5 **Special Response Team Tactical Uniform:** Effective June 17, 2018, Unit J employees covered by this MA and assigned to the Police Department Special Response Team (SRT) shall be eligible for a one-time reimbursement of up to seven hundred dollars (\$700.00) towards the purchase of the following SRT uniform: Two (2) shirts (1- long and 1-short sleeve, including necessary embroidery and patches); 2 pairs of BDU pants; 1 pair all-weather shoes; 1-all-weather 3-in-1 coat; 1- outdoor head set.

Employees shall be required to submit a reimbursement request, along with receipts verifying the purchase of the SRT uniform within sixty (60) days of purchase. Reimbursements will be paid in accordance with the City's reimbursement procedures.

#### 41.15 Video Display Equipment

- 41.15.1 **Working Conditions:** The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments. These environments shall avoid excessive noise, crowding, contact with fumes, and other unhealthy conditions.

The City agrees wherever practicable to design the flow of work to avoid long, uninterrupted use of video display equipment by City employees.

- 41.15.2 **Pregnancies:** The City will accommodate requests for transfer from pregnant employees whose job duties require frequent exposures to video display equipment subject to the following:

41.15.2.1 such transfer will be limited to other positions which are vacant which the transferee is qualified to perform;

41.15.2.2.to voluntary trading of positions where both parties are competent to perform the new assignments;

41.15.2.3.to any position held by a temporary employee if the pregnant employee is qualified.

- 41.15.3. **Screening:** The City will develop a visual screening and education program effective July 1, 1988 for employees who in the course of their employment operate VDT terminals more than half the time. This program will include visual screening at or near employment, a referral system for employees with possible VDT related vision problems, and a regular follow-up screening at approximately two years.

#### **41.16 Introduction of New Technology**

The Union shall be given reasonable advance notice of the introduction of new equipment or new processes which may result in the layoff of employees in the bargaining unit. Thereafter, the City and the Union shall meet for the purpose of discussing means of mitigating the impact of the introduction of said equipment upon affected employees. The City shall provide counseling to any displaced employee and shall assist the employee in securing training opportunities which may qualify him/her to be employed in another position with the City. The City shall train employees required to operate such new equipment.

#### **41.17 Assignments for Temporarily Disabled Employees**

41.17.1 The City may accommodate, when feasible, employees covered by this Agreement under the provisions of Workers' Compensation, and such work assignments are to incorporate the following provisions:

- a. The assignment shall be consistent with medical limitations as determined by the physician of record.
- b. The assignment shall be within the City of Berkeley and may include hours and days of work other than the employee's regular assignment, at no loss of pay.

41.17.2 The City may accommodate an employee disabled with a non-industrial disability by providing a modified work assignment in that employee's classification. To be eligible for such a modified assignment, the employee must provide the Human Resources Department with a medical statement from his/her treating physician that clearly states the medical limitations and abilities of the employee. If modification of that position does not serve the best interests of the City, other classifications may be considered, subject to the approval of the Director of Human Resources. Compensation will be provided at the level of the classification in which the temporarily disabled employee works during the disability. The employee must meet standards of satisfactory performance for the duration of the work assignment.

41.17.3 In the case of a medically certified pregnancy related disability, in which the normal duties clearly threaten the health and safety of the employee or the unborn child, the Human Resources Department will endeavor to place the employee in a position which best serves the interest of the City with no loss of pay, but in no event will such placement exceed three (3) months in duration.

**41.18 Part-Time Employment - Unit K-1**

The Human Resources Department shall maintain a list of career employees in Unit K-1 who are interested in part-time career employment (20 hours or more). The lists shall be maintained by classification and the requests for less than full-time work shall be handled in the same manner as requests for transfer and reinstatement. Employees shall be certified by classification to departments with a vacancy and shall be considered for part-time employment on the same basis as employees requesting transfer or reinstatement.

**41.19 Annual Performance Evaluation**

The City and the Union shall conduct a joint study of the annual performance evaluation process and make recommendations to the City Manager.

Annual performance evaluations shall be conducted by the employee's immediate supervisor and reviewed by additional levels of supervision. Each employee may make written comments on the evaluation which shall be made part of the employee's personnel records.

Prior to annual evaluation, the supervisor must have observed the employee's performance for at least three (3) months in that evaluation period. If extended leave or other circumstances prevent three (3) months observation, the performance evaluation shall be postponed until this minimum time has elapsed. In special circumstances of relief or rotating employees who regularly do not work consecutive periods of over three (3) months with the same supervisor, the evaluation shall be completed as regularly due with the primary supervisors providing a joint evaluation.

**41.20 Official Personnel File**

41.20.1 All official records of the employee's personnel history are maintained in the Human Resources Department, including applications for appointment, performance appraisal forms, employee transaction forms, formal disciplinary actions and other documents pertinent to the employee's official personnel history. Copies of these records may be retained by the employee's department, as a departmental personnel file.

41.20.2 Employees have the right to inspect their departmental individual personnel files and the official file which is maintained in the Human Resources Department during normal business hours, as provided by law. No material of any kind, except documents submitted by the employee, shall be placed in an employee's official personnel file or the

departmental personnel file after the date of employment without a copy being given to the employee. The employee may provide a concise written response to any material which is maintained in either personnel file.

- 41.20.3 If the employee believes that any material has been placed in the official personnel file in the Human Resources Department in violation of this provision, the employee may send a written request for its removal to the Director of Human Resources with a copy to the Department Head. The Director of Human Resources will make a determination of the appropriateness of the inclusion of the material and will notify the employee of the final disposition.

If the employee believes that any material has been placed in the Departmental Personnel file in violation of this provision, the employee may send a written request for its removal to the Department, with a copy to the Director of Human Resources. The Department Head will make a determination of the appropriateness of the inclusion of the material and will notify the employee of the final disposition.

- 41.20.4 In responding to inquiries from prospective future employers, only information available in the individual's official personnel file will be provided.
- 41.20.5 Records of grievances filed by an employee which do not relate to any disciplinary action taken against that employee shall not be maintained in the individual's Departmental or Human Resources Department file. Such records may be separately maintained but shall not be regarded or treated as part of the individual's Departmental or official Human Resources Department file.
- 41.20.6 Except as otherwise required by applicable law, any material related to disciplinary action which is subsequently overturned or rescinded shall be removed from the employee's Departmental and official Human Resources Department file.
- 41.20.7 Formal letters of reprimand or formal counseling concerning work rules or time and attendance shall be removed from an employees' official files upon request after 24 months provided the employee has maintained satisfactory performance. Letters of reprimand concerning all other subjects shall be removed from an employee's official personnel file upon request after 48 months provided the employee has maintained satisfactory performance.



Records of disciplinary actions involving a suspension of any length shall remain in the employee's official personnel file for as long as the City maintains the file, with one exception as follows: Upon mutual agreement between the City and the Union, a suspension of five (5) days or less shall be removed from an employee's official personnel file upon request, provided the employee has maintained satisfactory performance for five (5) years after the date of the suspension (i.e., no written reprimands or suspensions during the five (5) year period).

#### **41.21 Supplemental Retirement / Disability Insurance Plan**

Effective January 1, 1983, the majority of miscellaneous employees under the City's contract with the State of California Public Employees' Retirement System who were covered by the integrated Social Security Program voted to withdraw from participation in the Federal Social Security Program.

In lieu of Social Security payments, the City has agreed to pay an amount equal to that percent of individual pay (6.7% payable on the first \$32,400 of salary paid in the calendar year) which had been paid by the City to Social Security as of December 31, 1982 to a Supplemental Retirement and Income Plan which provides investment and long-term disability benefits for those employees previously covered under the integrated PERS/Social Security Plan. Provisions of this plan are described in, Berkeley Municipal Code Section 04.36.101 et seq. as amended. This payment is also applicable to those employees hired on or after 1/1/83.

All employees hired after July 22, 1988 are in SRIP II. Provisions of this plan are described in Municipal Code Section 04.38.101 et seq., as amended. All employees hired prior to July 22, 1988 are in SRIP I unless they chose to enroll in SRIP II prior to December 17, 1988.

The City will assume payment of the cost of current enrollees in the SRIP II optional long-term disability plan effective December 4, 1994. The City will assume the cost for long-term disability insurance for all SRIP II members upon completion of contract negotiations with the insurance carrier, but no later than February 26, 1995.

#### **41.22 Reclassification of Positions / Job Audits**

City agrees to honor up to one audit request per employee in each twelve-month period. The departmental manager must review and comment on the completed position description questionnaire and submit it to the Human Resources Department within 90 days of receipt from the employee. The employee shall be notified by the Human Resources Department within a reasonable time of receipt

of the completed position description questionnaire. Status updates regarding the position audit will be provided to the employee every six months until the position audit is completed.

If a bargaining unit position is upgraded or otherwise reclassified, it shall automatically be included in the bargaining unit if the work performed belongs under the jurisdiction of the Union as determined by the City after a review of the position by the Human Resources Department.

In the event the City reclassifies a position from a lower level classification to a higher level classification, an incumbent occupying such position shall be reclassified without competitive examination provided they have performed the duties of the new class for six (6) months and have not received an unsatisfactory evaluation. All other employees shall pass an examination for the higher class and shall serve the normal probationary period. If a position is reclassified, the employee shall receive back pay to the date of the beginning of the closest pay period that the position description questionnaire is received by the Department Head. Position description questionnaires shall be available at all times in each department.

**41.23 Reallocation of Positions**

The City will notify the Union of a decision to eliminate or reallocate bargaining unit positions and the City shall satisfy any meet and confer obligations on impact requirement in accordance with the MMBA.

**41.24 Break Facilities**

Each work location shall include a room that is reserved for use of employees for rest breaks and lunch breaks. Employees who wish to take rest or lunch breaks in these rooms shall have first priority for the use of such rooms unless alternative break facilities are provided.

**41.25 Educational Leave**

The employee shall be eligible for reimbursement for tuition, and textbooks for training that is required by the City or for training that is mutually acceptable to the employee and the City Manager or designee as follows.

41.25.1 After one (1) year of service (2080 hours of work), the City shall allow up to twenty-five (25) hours off with pay per year to employees:

- a. Who are required by law or as a condition of employment to obtain a license, a registration, or other certification, and in order to do so, must take courses which are not offered as part of their basic curriculum, or;

- b. Who are required by law or as a condition of employment to obtain continuing education units;

41.25.2 To obtain education and training related to job skills, to enhance performance of assigned duties or to promote employee development.

Employees seeking time off to take courses for an initial license or certificate which is a requirement of the job or related to job skills, or to enhance performance of assigned duties or promote development will require pre-approval by a department manager prior to undertaking the coursework.

#### **41.26 Jail Closure**

In the event that the City decides to consider closing the Berkeley City jail, the City will notify the Union at least ninety (90) days prior to the effective date of the closure. The City will meet and confer on the impact of the City's decision to close the jail. If the City decides to proceed with the Jail closure, employees currently assigned to work in the jail will be reassigned within the Police Department as positions are available. If there are not enough allocated budgeted positions available for all employees, the City will explore creating Community Service Officer position within the Police Department.

If there are not enough available allocated budgeted Community Service Officer and Community Service Officer Supervisor positions in the Police Department to place employees assigned to the Jail prior to closure, employees will be flexibly placed first to vacant allocated budgeted positions within the Police Department. If there are insufficient vacant allocated budgeted positions within the Police Department to place staff, then employees will be offered flexible placement into other vacant allocated budgeted positions within the City. Employees who are flexibly placed as a result of closure of the Jail shall preserve their pay for one year in keeping with the City's practice on flexible placement.

#### **41.27 YMCA**

Effective January 1, 1999, the cost of YMCA membership will be divided between the City and the employees, with the City contribution to be 75% of the monthly membership fee. The amount the City contributes toward the employee's monthly membership fee is subject to federal and state income tax withholding.

Use of a YMCA membership by a City of Berkeley employee, as provided for in this Agreement, is non-compensable, is not a part of the employee's work-related duties, is not required for employment and is not condoned as part of a physical

fitness program, or required to maintain top physical conditioning for the employee's job performance.

The City of Berkeley or its Claims Administrator may not be liable for any injury which arises out of a City of Berkeley employee's participation in and use of a YMCA membership.

**41.28 Address and Phone Number**

Employees have the responsibility to provide the City with their current address and telephone number.

**41.29 Legal Representation**

The City will consider on a case-by-case basis legal representation for employees in cases arising out of the lawful performance of their assigned job duties.

**41.30 Physical Exams**

The City may require physical exams by a physician of the City's choice for reasonable cause related to fitness for duty.

**41.31 Crimes against Employees**

The Police Department will promptly respond to any calls regarding criminal acts committed against a City employee while engaged in his or her employment. Reports of assault or other acts of criminal misconduct committed against a City employee will be promptly investigated. The results of the investigation will be submitted to the District Attorney for disposition.

**41.32 Classification Changes/New Classifications**

The City will meet and confer with the Union on the impact of the City's decision to a) change existing classifications or b) upon creation of new classifications. Such notice to the Union shall be given at least twenty (20) working days prior to the Personnel Board meeting that the City intends to bring the matter forward.

**41.33 Clerical Classification Upward Mobility Committee**

During the term of this contract (July 5, 2015 to June 16, 2018), the parties agree to establish an upward mobility committee for the purpose of meeting and discussing barriers to upward mobility of employees in the clerical classifications and to determine if the current classification series and the mechanism to advance through these is effective. The committee shall be composed of no more than four (4) representatives from the City and no more than four (4) representatives from the Union.

**41.34 Participation in Examinations and Interviews**

Employees shall be allowed time to participate in examinations administered by

the Human Resources Department or departmental selection interviews or testing, which are scheduled during an employee's regular working hours. Employees shall provide at least 48 hour notice to their supervisor of their participation in an examination or interview, and such time should be coded as regular work hours on their time sheet. Employees are not compensated for participating in examinations or selection processes that occur outside of their regular work hours. Employee who fails to provide notice as provided herein shall be required to use his or her own accrued leave.

**41.35 Commercial Driver Reassignment**

An employee who is required to possess a valid California Class A or Class B driver's license as a condition of employment and whose license has been temporarily suspended by either the Department of Motor Vehicles or the court system as a result of conduct occurring off the job shall be placed temporarily in a vacant budgeted allocated position which does not require driving subject to the following conditions:

- 41.35.1 Compliance with California Vehicle Code Section 15224: "Any driver who has a driver's license or privilege suspended, revoked, or canceled by any state for any period, or who is disqualified from driving a commercial motor vehicle for any period, shall notify his or her employer of the suspension, revocation, cancellation, or disqualification, before the end of the business day following the action."
- 41.35.2 The driver's license suspension in excess of thirty (30) days but no longer than one (1) year.
- 41.35.3 The employee will be required to take accumulated leave or leave without pay for the first thirty (30) days of the driver's license suspension.
- 41.35.4 The employee will be provided a temporary non-driving assignment only one time during his/her employment with the City.
- 41.35.5 An employee must have at least five (5) years of service with the City to qualify for a temporary non-driving assignment.
- 41.35.6 An employee must have a satisfactory performance evaluation with an overall rating of "Meets Requirements" (if the employee has not been evaluated within a year of the date of the temporary assignment, he/she will be considered to have satisfactory performance).
- 41.35.7 An employee must have no disciplinary suspension within three (3) years prior to the loss of his/her license.

- 41.35.8 An employee will not be eligible for this program if the employee at any time during his or her career has been suspended for any duration as a result of a positive drug or alcohol test result administered under the Omnibus Transportation Employee Testing Act of 1996 (OTETA).
- 41.35.9 No more than three (3) employees in a work unit and no more than 5 employees at any one time can be reassigned under this program. For the purposes of this policy, a work unit is defined as a subdivision of a department (e.g., Solid Waste Division of Public Works, Landscape Maintenance Division of the Parks, Recreation and Waterfront Department).
- 41.35.10 If the employee's job requirements are performed without the use of a vehicle, the employee will remain in his/her classification and retain full salary.
- 41.35.11 If an employee's job requirements are performed while using a vehicle (i.e., street sweeper), the employee will be temporarily reassigned to another vacant budgeted allocated position in the Maintenance Chapter in which his/her inability to drive can be accommodated. In such case, the employee's salary will be temporarily changed to the same step in the classification to which the employee is assigned. The employee will be returned to his/her former position upon reinstatement of his/her license.
- 41.35.12 In the event that there are no vacant budgeted allocated positions available, the employee will be placed on an approved leave until a vacancy exists or his or her license is reinstated, whichever occurs first.
- 41.35.13 Employees who have their Class A or B Commercial Driver License suspended or revoked shall have their Special Assignment Pay authorized under Section 17.14 (Special Class Commercial Driver's License Premium) suspended or cancelled upon the effective date of the revocation or loss of driving privileges. The Special Assignment Pay as provided in Section 17.14 (Special Class Commercial Driver's License Premium) shall be reactivated upon reinstatement of the employee's Class A or B Commercial Driver License.

**41.36 ERMA (Enterprise Resources Management Application) System**

The City agrees to meet and confer with the Union over the impact to wages, hours, or working conditions governed by this MOU related to the implementation of

ERMA (Enterprise Resources Management Application) system. This meet and confer shall begin no later than August 30, 2018.

## **SECTION 42: DEPENDENT CARE**

The City has established a Dependent Care Plan under Internal Revenue Code Sections 125 and 129 to allow employees to designate a specific amount of salary, consistent with applicable law, to be redirected to pay for dependent care costs prior to withholding of taxes.

## PUBLIC EMPLOYEES' RETIREMENT SYSTEM

### **SECTION 43: PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

#### **43.1 Participation**

The City shall continue participation under the Miscellaneous Employees Plan of the Public Employees' Retirement System.

#### **43.2 "Classic Employees" Definition**

Classic Employees are defined as current employees and future employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA).

#### **43.3 "New Members" Definition**

New Members are as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), Government Code Section 7522.04(f).

#### **43.4 CalPERS Retirement Formula for Members as Defined Under the Public Employees' Pension Reform Act of 2013 (PEPRA)**

"New Members" as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the retirement formula set forth in PEPRA.

#### **43.5 CalPERS Retirement Formula and Employer Paid Member Contribution for Classic Employees, i.e., current employees and future employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA)**

Effective January 5, 2003, the City agrees to provide the 2.7% at age 55 retirement formula benefit improvement, the City's contribution to CalPERS on behalf of the employee will increase from 7% to 8%. Effective July 3, 1994, contributions made pursuant to this section shall be reported to CalPERS as "special compensation" as provided in Government Code Section 20636(c)(4) pursuant to Section 20691. Said contributions shall not apply in the case of temporary or provisional employees.

The aforesaid contribution shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, or education incentive pay; nor shall such contribution be taken into account in determining the level of any other benefit which is a function of or percentage of salary. The City reserves the right to take said contribution into account for the purpose of salary comparisons with other employees.



The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or 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 of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

#### **43.6 New Members Payment of Employer Paid Member Contribution**

New Members as defined by PEPRA who are hired by the City on or after January 1, 2013 will be required to pay 50% of the normal cost, as provided by CalPERS. New Members shall receive any other additional optional CalPERS benefits that the City provides to Classic Employees as allowed by PEPRA.

#### **43.7 Optional Benefits**

The City's contract with CalPERS includes the following optional benefits:

- 43.7.1 **Classic Employees – One-Year Final Compensation:** : Classic Employees, as defined in Section 43.2, shall be eligible to receive retirement allowance based on One-Year Final Compensation as provided in Section 20042 (July 9, 1978).
- 43.7.2 **New Members – Three Years Final Compensation:** Provided further that New Members as defined by PEPRA hired on or after January 1, 2013 shall be eligible to receive retirement allowance based on three (3) highest consecutive years of compensation under the plan as provided in the California Public Employees Pension Reform Act of 2013, or as subsequently amended.
- 43.7.3 Post Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628 (December 16, 1973).
- 43.7.4 Post Retirement Survivor Allowance to Continue after Remarriage as provided in Section 21635 (July 18, 1986).
- 43.7.5 Credit for Unused Sick Leave as provided in Section 20965 (June 26, 1988).
- 43.7.6 1959 Survivor Benefits to Surviving Spouse at Age 60 as provided in Section 21580 (December 16, 1973).
- 43.7.7 Third Level of 1959 Survivor Benefits as provided in Section 21573 (November 28, 1996).

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

- 43.7.8 2% @ 55 for Local Miscellaneous Members as provided in Section 21354 (June 30, 1992).
- 43.7.9 Military Service as Public Service as provided in Section 21024 (April 9, 1999)
- 43.7.10 Public Service Credit for Peace Corps or AmeriCorps/VISTA Service as provided in Section 21023.5 (April 14, 2000).

The conversion of unused sick leave to Retirement credit benefit (Section 20965) offered by CalPERS as an optional benefit to contracting agencies shall be made available to Unit members.

**43.8 Classic Members' Pension Contribution**

- 43.8.1 Effective June 4, 2017, employees will contribute one percent (1.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allows such contributions via automatic payroll deduction on a pre-tax basis, in exchange for the City granting the salary increase set forth in Section 11, paragraph 11.1.9 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.
- 43.8.2 Effective December 31, 2017, employees will contribute an additional seven percent (7.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS contract amendment that allows such contributions on a pre-tax basis, for a total of eight percent (8.0%) via automatic payroll deduction on a pre-tax basis, in exchange for the City granting the salary increase (total of 5.58%) set forth in Section 11, paragraph 11.1.12 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions. The parties recognize that the Employer Paid Member Contributions (EPMC) shall remain in effect as long as the CalPERS amendment stays in effect.
- 43.8.3 If legislation is enacted requiring employees under the CalPERS retirement system to pay all of the employee's share of retirement, thus eliminating the EPMC, the parties agree as soon as possible to convert the employee's contribution to the employer's share under this 20516 CalPERS contract amendment to the employee's share towards retirement and the City will continue to pay the wage increase as described in Section 11, paragraphs 11.1.9 and 11.1.12 (maximum of 5.58%) associated with this cost neutral provision.

### 43.9 New Members' Pension Contributions

- 43.9.1 New Members, as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA), shall continue to pay 50% of the Normal Cost required under PEPRA.
- 43.9.2 Effective June 4, 2017, in addition to the contribution in Section 43.9.1, New Members will contribute one percent (1.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allows such contributions as pre-tax via automatic payroll deduction, in exchange for the City granting the salary increase (0.69%) set forth in Section 11, paragraph 11.1.9 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.
- 43.9.3 Effective December 31, 2017, in addition to the contributions in Sections 43.9.1 and 43.9.2, New Members will contribute an additional seven percent (7.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS contract amendment that allows such contributions as pre-tax, for a total of eight percent (8.0%) via automatic payroll deduction, in exchange for the City granting the salary increase (4.89%, for a total of 5.58%) set forth in Section 11, paragraph 11.1.12 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.
- 43.9.4 The parties recognize that the CalPERS 20516 employee contributions towards the employer rate is in addition to the required 50% of the normal cost of "new members" benefits and made in consideration of additional salary increases in Section 11 paragraphs 11.1.9 and 11.1.12 above (a total of 5.58% salary increase in exchange for employees paying an additional eight percent (8.0%) towards PERS pension cost).
- 43.9.5 If legislation is enacted and becomes effective during this agreement requiring "classic members" as defined by PEPRA to pay all of the employees' share of retirement thus requiring the discontinuation of the 20516 employee contribution towards the employer rate as described in Section 43.8.3 above, the parties agree that as soon as possible the City shall convert the "new members" eight percent (8.0%) contribution under the 20516 contract amendment to an equivalent payroll deduction. Such employee deductions by the City shall be used towards the City's CalPERS required contribution. No later than 60 days following execution of this Agreement (July 5, 2015 to June 16, 2018), the City will request, from the

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

IRS, a private letter ruling to determine whether or not the IRS permits the employee's payroll deduction of eight percent (8.0%) to be treated on a pretax basis. The City shall make such deductions on a post-tax basis unless and until it receives an IRS private letter ruling that confirms that such deductions can be treated on a pretax basis. If the IRS private letter stipulates that such deductions need to be made on a post-tax basis for "new members", the parties shall meet and confer over methods to ensure the cost-neutrality for both parties of the swap described in Section 11, paragraphs 11.1.9 and 11.1.12; and Sections 43.9.2 and 43.9.3 above.

## LAYOFF PROCEDURE

### **SECTION 44: LAYOFF**

This layoff policy for the City of Berkeley is intended to provide the maximum employment protection to the City staff should a layoff become necessary. The policy also aims to minimize the impact such a layoff might have on the City's affirmative action accomplishments.

#### **44.1 Announcement of Layoff**

- 44.1.1 The City Council, City Manager, and Department Heads shall make every reasonable effort to manage and budget the City's resources effectively, and to plan for the delivery of City services in a manner which will avoid the necessity of laying off career City employees. If a reduction in the work force is necessitated by, but not limited to, the following: a material change in duties and organization, adverse working conditions, return of employee from leave of absence or shortage of work or funds, the City Manager shall notify the Director of Human Resources of the intended action and the reason for the layoff.
- 44.1.2 Immediately following a decision which may involve the potential layoff of career City employees, the City Manager shall freeze all current City vacancies in the competitive service in similar and related classifications to those likely to be targeted for layoff, as well as all related full-time, temporary positions which are expected to last six (6) months or more, and notify all Department Heads that such current and anticipated vacancies will be frozen until further notice, in order to implement the provisions of Section 44.6. In notifying department heads of a freeze required by this section, the City Manager shall require that requisitions continue to be submitted for any budgeted positions which the department intends to fill and for which funding is available.
- 44.1.3 After the City has announced the need for a reduction in work force, including the magnitude of such reduction, and has informed employees of their prospective layoff or retreat, but before any actual layoff, the City shall seriously consider employee requests for alternative action, including job sharing.

## **44.2 Seniority Service Date**

44.2.1 All service in the employ of the City shall be counted toward the establishment of an employee's Seniority Service Date, including, for example, permanent, probationary provisional, temporary (full-time and intermittent), seasonal, exempt employment, as well as leaves of absences for obligatory military service and approved parental leave while an employee of the City. Less than full-time service will be consolidated in equivalences of full-time service for the purpose of establishing the Seniority Service Date. Time off as a result of formal disciplinary action will be subtracted from the Seniority Service Date.

All leaves of absence without pay, regardless of duration, shall be subtracted from the employee's seniority service date. This provision will go into effect immediately upon implementation of necessary data processing and programming changes.

44.2.2 The Human Resources Department will maintain up-to-date and current Seniority Dates for all City employees holding probationary and permanent appointments. Approved parental leaves shall not be deducted from seniority service dates.

## **44.3 Establishment of Seniority Lists**

44.3.1 Whenever a layoff of one or more career employees becomes necessary, as defined above, such layoffs shall be made according to City-wide classification Seniority Lists. Upon receiving notification that the City Manager must proceed with a possible reduction in the work force, and following receipt of information concerning the specific positions, programs and departments involved, the Human Resources Department will immediately establish separate Probationary and Permanent Seniority Lists for each classification targeted for layoff.

44.3.2 The names of all City employees holding permanent and probationary appointments in a given classification will be listed on the appropriate list in descending order by Seniority Service Date. Employees on both lists shall be laid off on the basis of their Seniority Service Date, i.e., employees with the least amount of total service shall be laid off first. Non-career employees and temporary agency personnel working in classifications similar to those identified for layoff must be terminated prior to the layoff of probationary or permanent employees. Employees on the Probationary Seniority List for a specific classification will be laid off prior to employees on the Permanent Seniority List for that class.

- 44.3.3 Probationary or permanent employees temporarily acting out of classification and holding a provisional appointment in another classification will only be listed on a Seniority List of the class targeted for layoff in which they hold permanent or probationary status. Any provisional appointment must be terminated prior to the retreat or layoff of a career employee with permanent or probationary status in the same classification.
- 44.3.4 If two (2) or more employees on a Seniority List have an identical Seniority Service Date, the tie shall be broken in the following order:
- a. Time in classification - the employee having least time in the class shall be released first;
  - b. By lot.

#### **44.4 Employee Retreat Rights/Out Placement**

- 44.4.1 Before an employee with permanent or probationary status may be released from employment with the City of Berkeley, the Human Resources Department must consider the employee's right to retreat to lower level classification through which he or she was originally promoted or any subsequently created intermediate level career classification which provides normal progression through the classification series. Retreat rights shall also extend to employees who have not previously been promoted through a classification but for whom the classification is a natural progression or beginning in the classification series.
- 44.4.2 In addition to providing the employee with the appropriate retreat offer, when it is determined to be in the best interest of the service, the City Manager may authorize the Human Resources Department to offer the affected employee the option of out placement. The out placement offer would provide a designated amount of funds to be paid to the employee for use by the employee for career development. The employee could either accept the retreat offer (offer to bump another employee) or accept the out placement offer. If the employee accepts the out placement offer, the employee forfeits his or her rights including but not limited to retreat rights, flexible placement and re-employment rights, under the layoff policy and will be laid off. All offers of out placement will be made in a manner to comply with general law and the affected

employee will be required to sign a waiver and release of all claims in consideration for receiving this benefit.

- 44.4.3 In the process of retreating, the same rules concerning the length of service, classification, Seniority Lists, etc., apply as in the first stage of the layoff process. In order to retreat, the targeted employee must be higher on the Seniority List for the classification into which he or she is retreating than at least one of the incumbents on the probationary or permanent Seniority List for that class.
- 44.4.4 If an employee is qualified for retreat into more than one classification with comparable salary ranges or if a vacancy exists in a classification to which an employee is entitled to retreat, the options shall be discussed with the employee, and due consideration shall be given to the employee's preferences. However, it is the prerogative of the City Manager to determine the final placement offer to the employee.
- 44.4.5 The retreating employee has a right to be retained in the highest salary range possible which is equal to or less than his or her present salary range. An employee involved in layoff does not have a right of mandatory placement to positions with a higher salary range, i.e., promotion.
- 44.4.6 An employee who is transferred in lieu of layoff when his/her position has been eliminated shall have automatic return rights to the previous position if it is restored within one (1) year of the date of the transfer. If an employee with a full time position is offered a reduction in hours in that position or in a lower classification, the employee may elect to be targeted for layoff for purpose of consideration under Section 44.6 (Flexible Placement Program.) If there is no flexible placement available for the employee, the employee may accept the reduction in hours, in lieu of layoff.
- 44.4.7 Supervising Clerks shall be entitled to retreat rights into any of the senior clerical positions regardless of whether or not they have served in that position, if their skills meet the minimum qualifications of the lower classification.



#### **44.5 Employee / Union Notification**

- 44.5.1 Temporary employees shall be notified individually, in writing of pending layoff as soon as possible, but no definite time period is required. However, at least two (2) weeks notification is desirable if possible.
- 44.5.2 Employees with provisional appointments shall be notified individually, in writing, of pending layoff as soon as possible, with no less than fifteen (15) calendar days notification if targeted for release or reassignment.
- 44.5.3 All notices of layoff under Section 44.5 shall be issued to the union simultaneously with notice to the affected employee(s). Together with any layoff notices sent to the union, a list shall be included of all vacancies which are authorized for filling.

If an employee fails to accept a bona fide offer, in lieu of layoff, ten (10) calendar days after the offer has been made, he or she forfeits further right to employment retention. Acceptance of a reassignment does not remove the right of appeal under Section 44.9.

#### **44.6 Flexible Placement Program/Out Placement**

- 44.6.1 In order to minimize the negative impact of a layoff, the City Manager will, as previously stated in Section 44.1, impose a City-wide freeze on all appropriate vacancies as soon as it has been determined that a layoff of career City employees may be necessary.
- 44.6.2 Following the release of all non-career employees, in classes similar to those targeted for layoff, and as soon as employees targeted for layoff have been identified and the provisions under Section 44.4 have been carried out, the Human Resources Department will review and identify the frozen vacant classifications into which employees ultimately targeted for layoff may be placed on the basis of total experience and education. In making this decision, a waiver of minimum qualification standards, and/or the substitution of related experience and education may be made, with an understanding on the part of management and supervisory personnel that adequate on-the-job training which can be completed within no more than six (6) months, will be provided to facilitate job adjustment, and to compensate for the waiver of qualification standards if that has occurred. The employee, the supervisor and the training officer will meet to develop a training program. The employee will be advised of his/her progress after two, four, and six months in the new classification. If at the end of this time,

the employee is unable to adequately perform the assignment, then the employee shall again be subject to the layoff process.

- 44.6.3 In addition to providing the employee with the flexible placement offer, when it is determined to be in the best interest of the service, the City Manager may authorize the Human Resources Department to offer the affected employee the option of out placement. The out placement offer would provide a designated amount of funds to be paid to the employee for use by the employee for career development. The employee could either accept the flexible placement offer (offer to be flexibly placed in a vacant position) or accept the out placement offer. If the employee accepts the out placement offer, the employee forfeits his or her rights including but not limited to retreat rights, flexible placement and re-employment rights, under the layoff policy and will be laid off. All offers of out placement will be made in a manner to comply with general law and the affected employee will be required to sign a waiver and release of all claims in consideration for receiving this benefit.
- 44.6.4 Assignments under the Flexible Placement Program shall be limited to positions in the same or lesser salary range as the classification from which the employee is to be laid off, except that the City Manager may authorize the offer of a flexible placement to position with a maximum salary of no more than five (5) percent above the salary range as the classification from which layoff is targeted, when it is in the best interest of the City service to do so. Whenever flexible placement is made to a classification with a greater salary range, the appointment shall be probationary, in accordance with the terms of that classification.
- 44.6.5 Offers to positions under the Flexible Placement Program shall be made according to Seniority Service Date and in accordance with the Probationary and Permanent Seniority List certification process outlined in Section 44.3. All offers and placements made under this provision of the layoff policy shall be documented in detail, with records available for audit and review at all times.
- 44.6.6 If an employee fails to accept a bona fide written offer of an alternative job within ten (10) calendar days after the offer has been made he or she forfeits further rights to employment retention. Acceptance of an alternative job under the Flexible Placement Program in no way jeopardizes an employee's standing on the Reemployment Priority Lists on which his or her name has been placed in accordance with Section 44.7 (Reemployment Lists).

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

- 44.6.7 The union shall be notified when flexible placement is to occur within Units D, J, K-1, K-2.
- 44.6.8 Offers to positions under the Flexible placement Program shall be made according to Seniority Service Date and in accordance with the Probationary and Permanent Seniority List certification process outlined in Section 44.3 and in accordance with the following procedures:
- a. Full time vacancies authorized to be filled shall be listed in order from highest to lowest based on the actual maximum salary.
  - b. Part-time vacancies authorized to be filled shall be included in the above list in order based on the actual monthly maximum salary for the hours involved.
  - c. The individual with the earliest Seniority Service Date (SSD) targeted for layoff will be considered for flexible placement the top position in the above list.
  - d. If it is determined that the person with the earliest SSD is eligible and qualified for flexible placement in the top position on the list, the Human Resources Department shall offer the employee the position.
  - e. If the Human Resources Department or the City Manager determines that the employee is not eligible or not qualified for the top position, the Director of Human Resources shall proceed down the list of vacancies in an effort to identify the next highest position for which the employee is eligible and qualified for flexible placement. Upon identification of such a match, the Director of Human Resources shall offer that position to the employee.
  - f. This process shall be repeated until either a match is identified or the list of vacancies has been exhausted.
  - g. The above process shall then be repeated for the employee with the second highest SSD, and subsequently in order from earliest to most recent SSD for each of the other employees targeted for layoff.
- 44.6.9 All offers and placements made under this provision of the layoff policy shall be documented in detail, with records available for audit and review at all times. Upon request, a written statement of the reasons for not offering an employee a particular position shall be made to the employee and/or the Union.

## 44.7 Reemployment Lists

- 44.7.1 The names of all probationary and permanent employees released from positions in the competitive service as a result of layoff must be placed on Reemployment Priority Lists for those classifications from which they were separated, as well as all other classifications to which they have retreat rights in accordance with Section 44.4.
- 44.7.2 A Reemployment Priority List shall remain in effect for three (3) years. Said list shall remain in effect indefinitely for employees who are retreated and remain employed with the City.
- 44.7.3 Departments with vacancies in any classification for which there is an active Reemployment Priority List must use the Reemployment Priority List to fill their positions and may not use any other recruitment or appointment method to fill a vacancy until appropriate Reemployment Lists have been exhausted.
- 44.7.4 When a vacancy occurs in a class for which there is a Reemployment Priority List, the employee on the appropriate Reemployment Priority List with the highest Seniority Date shall be given the offer of employment with a copy sent to the department head. Employees so certified from the Reemployment Priority List must be appointed to the existing vacancy.
- 44.7.4.1 If two (2) or more employees on the Reemployment Priority List have an identical Seniority Service Date, the tie shall be broken in the following order:
- a. Time in classification - the employee having least time in the class shall be released first;
  - b. By lot.
- 44.7.5 If a former employee fails to accept a bona fide written offer of reemployment within fifteen (15) calendar days, his or her name will be removed permanently from the Reemployment Priority List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest salary range for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Priority Lists. However, the employee may decline (or accept) reemployment to lower salary range classifications without jeopardizing

his or her standing on the Reemployment Priority List for the classification from which he or she was originally terminated.

- 44.7.6 Upon reappointment to the classification from which the employee was originally separated or demoted, the employee has the right to be placed at the step of the salary range which the employee held at the time of layoff or demotion.

#### **44.8 Career-Exempt Employees**

Only those employees holding full-time, benefited, exempt positions who, in the past, have achieved permanent status and have been continuously employed without a break in service between their career and exempt appointment, have the right to retreat to previously held career classifications, placement on the Reemployment Priority Lists, and all other provisions governing layoff procedures. For the purpose of layoff, such employees shall be referred to as "career exempt."

#### **44.9 Appeal Procedures**

Any permanent, probationary, or career-exempt employee who is laid off, demoted, reassigned or transferred as a result of layoff and who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under Section 40. In addition, employees may, at all times, before, during and subsequent to layoff, review all records, including Seniority Lists, Reemployment Priority Lists, documentation pertaining to appointments under the Flexible Placement Program, etc., which pertain to their classification and their rights under the provisions of the layoff policy.

#### **44.10 Audit**

- 44.10.1 If it is determined that a vacancy has been filled by a non Reemployment Priority List eligible, in a classification for which a Reemployment Priority List existed and which included available applicants at the time, the former employee with reemployment rights shall be hired and given retroactive pay from the date that the vacancy occurred.
- 44.10.2 When a layoff has occurred, and a reemployment eligibility lists exists, and the union so requests, the City Manager shall order an outside audit of all vacant positions filled in each department and authorized positions which have not been filled, to determine whether the vacancies occurred in classifications for which Reemployment Priority Lists were in existence, and, if so, whether the appointments made by the selecting official were in accordance with the procedures outlined in Section 44.7. In the event vacancies, for which Reemployment Priority Lists were in existence remained unfilled, the auditor shall offer an opinion as to

City of Berkeley

**2018 – 2020 Memorandum Agreement**

**SEIU Local 1021 Maintenance and Clerical Chapters**

whether or not the reasons for leaving the positions vacant appear to be legitimate. A report of the audit must be transmitted to the City Manager and the City Council.

44.11 Reclassification or reallocation of positions shall not be used as a mechanism, the sole purpose of which is to improperly circumvent the provisions of this agreement, including provisions relating to layoff, transfer, demotion or promotion.

City of Berkeley

2018 – 2020 Memorandum Agreement  
SEIU Local 1021 Maintenance and Clerical Chapters

## SIGNATURE PAGE

SEIU Local 1021:

City of Berkeley:

---

Jose Martinez, Chief Negotiator, SEIU Local 1021

---

Dee Williams-Ridley, City Manager

---

Sandra Lewis, Clerical Chapter President

---

Dania Torres-Wong, Chief Negotiator

---

Danny Walker, Maintenance Chapter President

---

Jovan Grogan, Deputy City Manager

---

Mafileo (Vina) Akoteu, Maintenance Chapter Steward

---

LaTanya Bellow, Director of Human Resources

---

Michael Ayers, Maintenance Chapter Chief Steward

---

Andrew Brozyna, Deputy Director of Public Works

---

Jay Elliot, Maintenance Chapter Steward

---

Scott Ferris, Director of Parks, Recreation and Waterfront

---

Wesley Gage, Maintenance Chapter Vice President

---

Jennifer Louis, Police Captain

---

Tamika Griffin-Singh, Clerical Chapter Steward

---

Jay Kelekian, Executive Director Rent Stabilization Board for the Rent Stabilization Board

---

Kimberly Reeve, Maintenance Chapter Steward

---

Elliot Warren, Acting Director of Library Services

---

Jenny Seay, Clerical Chapter Vice President

---

Margarita Zamora, Employee Relations Manager

---

Rebecca Webb, Clerical Chapter Chief Steward

---

Maya Wilson, Clerical Chapter Steward

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

## EXHIBIT A - Salary Ranges as of June 16, 2018

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
42390	ACCT OFF SPEC II MC	K1	802	0.0000	0.0000	29.1437	30.4182	31.7431
42400	ACCT OFF SPEC III MC	K1	672	0.0000	0.0000	33.7558	35.2484	36.7999
42430	ACCT OFF SPEC SUP MC	K2	673	34.0660	35.7517	37.5043	39.3577	41.0183
31060	ACCT TECHNICIAN	K1	584	33.2190	34.8461	36.5650	38.3681	39.9868
41070	ADMIN ASSISTANT MC	K1	674	33.4521	35.1378	36.8904	38.7437	40.4045
60050	ANIMAL CONTROL OFFICER	D	521	0.0000	0.0000	31.5737	32.5214	33.4688
66170	ANIMAL SVCS ASSISTANT	D	437	0.0000	0.0000	27.8502	28.5882	29.4184
14490	AQUATICS COORDINATOR	K1	092	33.5109	34.8108	36.1106	37.5530	38.9032
64250	AQUATICS FACILITIES SUP	K1	743	26.6421	27.9807	29.3756	30.8512	32.3914
25860	ASST AQUATICS COORD	K1	200	28.2777	29.4687	30.5924	31.6658	32.8819
25850	ASST REC COORDINATOR	K1	199	28.2789	29.4722	30.5932	31.6657	32.8832
51060	BUILDING MAINT MECH	D	343	0.0000	0.0000	37.7845	39.0188	40.3070
61060	BUILDING MAINT MECH TRN	D	374	0.0000	0.0000	30.2526	31.2011	32.2562
51170	BUILDING MAINT SUPV	D	354	0.0000	0.0000	41.9706	43.2946	44.7707
72320	COM SERVICE OFFC SUP	J	733	35.7700	37.1974	38.6889	40.4147	42.2288
72330	COM SERVICE OFFICER	J	554	31.9188	33.1896	34.5207	35.8183	37.1811
53020	CONCRETE FINISHER	D	370	0.0000	0.0000	37.3521	38.4420	39.5316
53030	CONSTRUCTION EQUIP OPERAT	D	371	0.0000	0.0000	34.9812	36.0609	37.2311
63260	CONTAINER MAINTENA WELDER	D	389	0.0000	0.0000	31.1363	32.0976	33.0239
47150	CUSTOMER SVC SPEC II	K1	818	0.0000	0.0000	29.8393	31.4108	33.0665
47060	CUSTOMER SVC SPEC III	K1	683	0.0000	0.0000	33.7558	35.2484	36.7999
47070	CUSTOMER SVC SPVSR	K2	675	34.0660	35.7517	37.5043	39.3577	41.0183
52020	EQUIPMENT PARTS TECH	D	358	0.0000	29.9384	31.6576	33.1670	33.9302
51130	FORESTRY CLIMBER	D	351	0.0000	0.0000	35.9495	37.0707	38.2413
51120	FORESTRY CLIMBER SUP	D	350	0.0000	0.0000	41.8216	43.0545	44.3012
67020	FORESTRY CLIMBER TRNEE	D	440	0.0000	0.0000	27.7410	28.9067	30.0809
51160	FORESTRY TECHNICIAN	D	607	0.0000	0.0000	41.8216	43.0545	44.3012
67050	GROUNDKEEPER	D	444	0.0000	0.0000	27.8501	28.5833	29.4183
66020	JANITOR	D	434	0.0000	0.0000	25.8041	26.4497	27.1962
66010	JANITOR SUPERVISOR	D	433	0.0000	0.0000	30.0809	31.1375	32.0516
63110	LABORER	D	380	0.0000	0.0000	29.1512	29.9801	30.9412
54010	LANDSCAPE EQUIP OPER	D	372	0.0000	0.0000	35.2669	36.3398	37.4055
67030	LANDSCAPE GARDENER	D	441	0.0000	0.0000	32.2613	33.1588	34.2573
67080	LANDSCAPE GARDENER SUP	D	448	0.0000	0.0000	40.9743	42.1905	43.3895
67040	LANDSCAPE GARDENER TRAIN	D	443	0.0000	0.0000	27.1962	27.9591	28.7392
44010	MAIL SERVICES AIDE	K1	316	0.0000	0.0000	26.3661	27.2967	28.3199
71310	MARINA ASSISTANT MC	D	476	0.0000	0.0000	30.1625	31.0109	31.9763
52070	MECHANIC	D	362	0.0000	0.0000	39.6273	40.8255	42.0095
52090	MECHANIC LEAD	D	619	0.0000	0.0000	42.3926	43.6744	44.9630



## 2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
52080	MECHANIC SUPERVISOR	D	363	0.0000	0.0000	45.3533	46.6902	48.1183
63090	MECHANICAL SWEEPR OPER	D	379	0.0000	0.0000	34.5914	35.6291	36.6042
47040	OFFICE SPEC I M&C	K1	339	0.0000	0.0000	24.7895	25.8963	27.0367
47030	OFFICE SPEC II M&C	K1	303	0.0000	0.0000	28.5296	29.8043	31.1293
47050	OFFICE SPEC III M&C	K1	291	0.0000	0.0000	33.1419	34.6345	36.1860
47080	OFFICE SPEC SUP M&C	K2	676	33.4521	35.1378	36.8904	38.7437	40.4045
71240	PARKING ENFORCEMENT OFF	D	471	0.0000	0.0000	30.7402	31.6179	32.5250
71030	PARKING ENFORCEMENT SUP	D	457	0.0000	33.5635	35.2382	37.0081	38.8515
65020	PARKING METER M&C SUP	D	734	35.5739	37.3517	39.2218	40.4378	41.7291
52050	PARKING METER MECH TRNE	D	360	0.0000	0.0000	28.1523	28.9321	29.8629
52110	PARKING METER MECHANIC	D	365	0.0000	0.0000	31.7245	32.7224	33.7794
65050	PARKING METER MNT WORK	D	402	0.0000	0.0000	28.1523	28.9321	29.8629
81480	POLICE CAPTAIN	E	483	78.8681	81.5017	84.1952	87.0244	89.9210
72240	PUBLIC SFTY DISPATCH I	J	611	0.0000	0.0000	29.4520	30.8945	32.1861
72230	PUBLIC SFTY DISPATCH II	J	527	0.0000	0.0000	40.8580	42.5596	44.3415
51280	PUBLIC WORKS SUPERVISOR	D	356	0.0000	0.0000	41.3202	42.6991	44.1897
44020	RECORDS ASSISTANT	K1	707	0.0000	29.9384	31.6576	33.1670	33.9302
14480	RECREATION COORDINATOR	K1	091	33.5109	34.8108	36.1106	37.5530	38.9032
65780	REG VETERINARY TECH	D	821	0.0000	0.0000	28.1646	29.6514	31.2131
51140	ROSARIAN	D	352	0.0000	0.0000	33.6114	34.6598	35.7249
90110	SENIOR ANIMAL CONT OFCR	D	686	0.0000	0.0000	34.7352	35.7752	36.8066
72020	SENIOR CRIME SCENE TECH	J	713	0.0000	0.0000	39.9431	41.4946	43.1047
51150	SENIOR FORESTRY CLIMBER	D	353	0.0000	0.0000	37.7468	38.9308	40.1496
67100	SENIOR GROUNDSKEEPER	D	450	0.0000	0.0000	30.4164	31.2886	32.3285
67010	SENIOR LNDSCP GRDNR	D	439	0.0000	0.0000	34.4101	35.4371	36.5718
71320	SENIOR MARINA ASSIST	D	477	0.0000	0.0000	30.7097	31.5737	32.6051
52120	SERVICE TECHNICIAN	D	366	0.0000	0.0000	33.2678	34.2848	35.3018
51110	SEWER MAINT ASST SUPV	D	349	0.0000	0.0000	38.8541	40.1357	41.4524
63130	SKILLED LABORER	D	383	0.0000	0.0000	30.9412	31.8885	32.8914
65170	SOLID WASTE LOADER OPR	D	411	28.9923	31.1264	32.6851	34.3213	36.0286
65270	SOLID WASTE TRUCK DRIVR	D	415	0.0000	0.0000	35.3852	36.8271	37.8304
65130	SOLID WASTE WORKER	D	406	0.0000	0.0000	29.7640	31.1155	32.0210
72220	SUPERV PUBLIC SFTY DISP	J	529	0.0000	0.0000	46.8655	48.8089	50.8569
63010	TOOL LENDING SPECIALIST	D	375	0.0000	0.0000	31.4395	33.0942	34.8360
65140	TRACTOR TRAILER DRIVER	D	408	32.6851	34.3213	36.0285	37.8394	39.7247
51070	TRAFFIC MAINT SUPV	D	721	0.0000	0.0000	39.2219	40.4294	41.7291
63070	TRAFFIC MAINT WORKER I	D	377	0.0000	0.0000	29.1167	29.9467	30.9197
63080	TRAFFIC MAINT WORKER II	D	378	0.0000	30.9197	31.8589	32.8569	33.8045
52160	WAREHOUSE OPERATON SPEC	D	589	0.0000	34.3913	36.1022	37.8130	39.5069
65150	WEIGHMASTER	D	409	0.0000	30.4667	32.2194	33.7540	34.5256
65160	WEIGHMASTER TRAINEE	D	410	0.0000	0.0000	29.7372	31.0875	31.9930

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
52060	WELDER MECHANIC	D	361	0.0000	0.0000	40.1429	41.3619	42.5807
63250	YARDMASTER	D	388	0.0000	0.0000	32.9264	33.9781	34.9813

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

## EXHIBIT B - Salary Ranges as of July 29, 2018 (3.0% Cost of Living Adjustment)

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
42390	ACCT OFF SPEC II MC	K1	802	0.0000	0.0000	30.0180	31.3307	32.6954
42400	ACCT OFF SPEC III MC	K1	672	0.0000	0.0000	34.7685	36.3059	37.9039
42430	ACCT OFF SPEC SUP MC	K2	673	35.0880	36.8243	38.6294	40.5384	42.2488
31060	ACCT TECHNICIAN	K1	584	34.2156	35.8915	37.6620	39.5191	41.1864
41070	ADMIN ASSISTANT MC	K1	674	34.4557	36.1919	37.9971	39.9060	41.6166
60050	ANIMAL CONTROL OFFICER	D	521	0.0000	0.0000	32.5209	33.4970	34.4729
66170	ANIMAL SVCS ASSISTANT	D	437	0.0000	0.0000	28.6857	29.4458	30.3010
14490	AQUATICS COORDINATOR	K1	092	34.5162	35.8551	37.1939	38.6796	40.0703
64250	AQUATICS FACILITIES SUP	K1	743	27.4414	28.8201	30.2569	31.7767	33.3631
25860	ASST AQUATICS COORD	K1	200	29.1260	30.3528	31.5102	32.6158	33.8684
25850	ASST REC COORDINATOR	K1	199	29.1273	30.3564	31.5110	32.6157	33.8697
51060	BUILDING MAINT MECH	D	343	0.0000	0.0000	38.9180	40.1894	41.5162
61060	BUILDING MAINT MECH TRN	D	374	0.0000	0.0000	31.1602	32.1371	33.2239
51170	BUILDING MAINT SUPV	D	354	0.0000	0.0000	43.2297	44.5934	46.1138
72320	COM SERVICE OFFC SUP	J	733	36.8431	38.3133	39.8496	41.6271	43.4957
72330	COM SERVICE OFFICER	J	554	32.8764	34.1853	35.5563	36.8928	38.2965
53020	CONCRETE FINISHER	D	370	0.0000	0.0000	38.4727	39.5953	40.7175
53030	CONSTRUCTION EQUIP OPERAT	D	371	0.0000	0.0000	36.0306	37.1427	38.3480
63260	CONTAINER MAINTENA WELDER	D	389	0.0000	0.0000	32.0704	33.0605	34.0146
47150	CUSTOMER SVC SPEC II	K1	818	0.0000	0.0000	30.7345	32.3531	34.0585
47060	CUSTOMER SVC SPEC III	K1	683	0.0000	0.0000	34.7685	36.3059	37.9039
47070	CUSTOMER SVC SPVSR	K2	675	35.0880	36.8243	38.6294	40.5384	42.2488
52020	EQUIPMENT PARTS TECH	D	358	0.0000	30.8366	32.6073	34.1620	34.9481
51130	FORESTRY CLIMBER	D	351	0.0000	0.0000	37.0280	38.1828	39.3885
51120	FORESTRY CLIMBER SUP	D	350	0.0000	0.0000	43.0762	44.3461	45.6302
67020	FORESTRY CLIMBER TRNEE	D	440	0.0000	0.0000	28.5732	29.7739	30.9833
51160	FORESTRY TECHNICIAN	D	607	0.0000	0.0000	43.0762	44.3461	45.6302
67050	GROUNDKEEPER	D	444	0.0000	0.0000	28.6856	29.4408	30.3008
66020	JANITOR	D	434	0.0000	0.0000	26.5782	27.2432	28.0121
66010	JANITOR SUPERVISOR	D	433	0.0000	0.0000	30.9833	32.0716	33.0131
63110	LABORER	D	380	0.0000	0.0000	30.0257	30.8795	31.8694
54010	LANDSCAPE EQUIP OPER	D	372	0.0000	0.0000	36.3249	37.4300	38.5277
67030	LANDSCAPE GARDENER	D	441	0.0000	0.0000	33.2291	34.1536	35.2850
67080	LANDSCAPE GARDENER SUP	D	448	0.0000	0.0000	42.2035	43.4562	44.6912
67040	LANDSCAPE GARDENER TRAIN	D	443	0.0000	0.0000	28.0121	28.7979	29.6014
44010	MAIL SERVICES AIDE	K1	316	0.0000	0.0000	27.1571	28.1156	29.1695
71310	MARINA ASSISTANT MC	D	476	0.0000	0.0000	31.0674	31.9412	32.9356
52070	MECHANIC	D	362	0.0000	0.0000	40.8161	42.0503	43.2698
52090	MECHANIC LEAD	D	619	0.0000	0.0000	43.6644	44.9846	46.3119
52080	MECHANIC SUPERVISOR	D	363	0.0000	0.0000	46.7139	48.0909	49.5618
63090	MECHANICAL SWEEPR OPER	D	379	0.0000	0.0000	35.6291	36.6980	37.7023
47040	OFFICE SPEC I M&C	K1	339	0.0000	0.0000	25.5332	26.6732	27.8478
47030	OFFICE SPEC II M&C	K1	303	0.0000	0.0000	29.3855	30.6984	32.0632
47050	OFFICE SPEC III M&C	K1	291	0.0000	0.0000	34.1362	35.6735	37.2716
47080	OFFICE SPEC SUP M&C	K2	676	34.4557	36.1919	37.9971	39.9060	41.6166
71240	PARKING ENFORCEMENT OFF	D	471	0.0000	0.0000	31.6624	32.5664	33.5008
71030	PARKING ENFORCEMENT SUP	D	457	0.0000	34.5704	36.2953	38.1183	40.0170
65020	PARKING METER M&C SUP	D	734	36.6411	38.4723	40.3985	41.6509	42.9810

## 2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
52050	PARKING METER MECH TRNE	D	360	0.0000	0.0000	28.9969	29.8001	30.7588
52110	PARKING METER MECHANIC	D	365	0.0000	0.0000	32.6762	33.7041	34.7928
65050	PARKING METER MNT WORK	D	402	0.0000	0.0000	28.9969	29.8001	30.7588
72240	PUBLIC SFTY DISPATCH I	J	611	0.0000	0.0000	30.3356	31.8213	33.1517
72230	PUBLIC SFTY DISPATCH II	J	527	0.0000	0.0000	42.0837	43.8364	45.6717
51280	PUBLIC WORKS SUPERVISOR	D	356	0.0000	0.0000	42.5598	43.9801	45.5154
44020	RECORDS ASSISTANT	K1	707	0.0000	30.8366	32.6073	34.1620	34.9481
14480	RECREATION COORDINATOR	K1	091	34.5162	35.8551	37.1939	38.6796	40.0703
65780	REG VETERINARY TECH	D	821	0.0000	0.0000	29.0095	30.5409	32.1495
51140	ROSARIAN	D	352	0.0000	0.0000	34.6197	35.6996	36.7966
90110	SENIOR ANIMAL CONT OFCR	D	686	0.0000	0.0000	35.7773	36.8485	37.9108
72020	SENIOR CRIME SCENE TECH	J	713	0.0000	0.0000	41.1414	42.7394	44.3978
51150	SENIOR FORESTRY CLIMBER	D	353	0.0000	0.0000	38.8792	40.0987	41.3541
67100	SENIOR GROUNDSKEEPER	D	450	0.0000	0.0000	31.3289	32.2273	33.2984
67010	SENIOR LNDSCP GRDNR	D	439	0.0000	0.0000	35.4424	36.5002	37.6690
71320	SENIOR MARINA ASSIST	D	477	0.0000	0.0000	31.6310	32.5209	33.5833
52120	SERVICE TECHNICIAN	D	366	0.0000	0.0000	34.2658	35.3133	36.3609
51110	SEWER MAINT ASST SUPV	D	349	0.0000	0.0000	40.0197	41.3398	42.6960
63130	SKILLED LABORER	D	383	0.0000	0.0000	31.8694	32.8452	33.8781
65170	SOLID WASTE LOADER OPR	D	411	29.8621	32.0602	33.6657	35.3509	37.1095
65270	SOLID WASTE TRUCK DRVR	D	415	0.0000	0.0000	36.4468	37.9319	38.9653
65130	SOLID WASTE WORKER	D	406	0.0000	0.0000	30.6569	32.0490	32.9816
72220	SUPERV PUBLIC SFTY DISP	J	529	0.0000	0.0000	48.2715	50.2732	52.3826
63010	TOOL LENDING SPECIALIST	D	375	0.0000	0.0000	32.3827	34.0870	35.8811
65140	TRACTOR TRAILER DRIVER	D	408	33.6657	35.3509	37.1094	38.9746	40.9164
51070	TRAFFIC MAINT SUPV	D	721	0.0000	0.0000	40.3986	41.6423	42.9810
63070	TRAFFIC MAINT WORKER I	D	377	0.0000	0.0000	29.9902	30.8451	31.8473
63080	TRAFFIC MAINT WORKER II	D	378	0.0000	31.8473	32.8147	33.8426	34.8186
52160	WAREHOUSE OPERATON SPEC	D	589	0.0000	35.4230	37.1853	38.9474	40.6921
65150	WEIGHMASTER	D	409	0.0000	31.3807	33.1860	34.7666	35.5614
65160	WEIGHMASTER TRAINEE	D	410	0.0000	0.0000	30.6293	32.0201	32.9528
52060	WELDER MECHANIC	D	361	0.0000	0.0000	41.3472	42.6028	43.8581
63250	YARDMASTER	D	388	0.0000	0.0000	33.9142	34.9974	36.0307

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

## EXHIBIT C - Salary Ranges as of June 30, 2019 (2% Cost of Living Adjustment)

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
42390	ACCT OFF SPEC II MC	K1	802	0.0000	0.0000	30.6184	31.9574	33.3493
42400	ACCT OFF SPEC III MC	K1	672	0.0000	0.0000	35.4638	37.0320	38.6620
42430	ACCT OFF SPEC SUP MC	K2	673	35.7897	37.5607	39.4020	41.3492	43.0938
31060	ACCT TECHNICIAN	K1	584	34.8999	36.6093	38.4152	40.3095	42.0101
41070	ADMIN ASSISTANT MC	K1	674	35.1448	36.9158	38.7571	40.7041	42.4490
60050	ANIMAL CONTROL OFFICER	D	521	0.0000	0.0000	33.1713	34.1670	35.1623
66170	ANIMAL SVCS ASSISTANT	D	437	0.0000	0.0000	29.2594	30.0348	30.9070
14490	AQUATICS COORDINATOR	K1	092	35.2066	36.5722	37.9378	39.4532	40.8717
64250	AQUATICS FACILITIES SUP	K1	743	27.9902	29.3965	30.8620	32.4123	34.0304
25860	ASST AQUATICS COORD	K1	200	29.7086	30.9598	32.1404	33.2681	34.5457
25850	ASST REC COORDINATOR	K1	199	29.7098	30.9635	32.1412	33.2680	34.5471
51060	BUILDING MAINT MECH	D	343	0.0000	0.0000	39.6964	40.9932	42.3465
61060	BUILDING MAINT MECH TRN	D	374	0.0000	0.0000	31.7834	32.7799	33.8884
51170	BUILDING MAINT SUPV	D	354	0.0000	0.0000	44.0943	45.4853	47.0361
72320	COM SERVICE OFFC SUP	J	733	37.5800	39.0796	40.6466	42.4597	44.3656
72330	COM SERVICE OFFICER	J	554	33.5339	34.8690	36.2674	37.6307	39.0625
53020	CONCRETE FINISHER	D	370	0.0000	0.0000	39.2421	40.3872	41.5319
53030	CONSTRUCTION EQUIP OPERAT	D	371	0.0000	0.0000	36.7512	37.8856	39.1150
63260	CONTAINER MAINTENA WELDER	D	389	0.0000	0.0000	32.7118	33.7217	34.6949
47150	CUSTOMER SVC SPEC II	K1	818	0.0000	0.0000	31.3492	33.0002	34.7397
47060	CUSTOMER SVC SPEC III	K1	683	0.0000	0.0000	35.4638	37.0320	38.6620
47070	CUSTOMER SVC SPVSR	K2	675	35.7897	37.5607	39.4020	41.3492	43.0938
52020	EQUIPMENT PARTS TECH	D	358	0.0000	31.4533	33.2595	34.8453	35.6471
51130	FORESTRY CLIMBER	D	351	0.0000	0.0000	37.7685	38.9465	40.1763
51120	FORESTRY CLIMBER SUP	D	350	0.0000	0.0000	43.9378	45.2331	46.5428
67020	FORESTRY CLIMBER TRNEE	D	440	0.0000	0.0000	29.1447	30.3694	31.6030
51160	FORESTRY TECHNICIAN	D	607	0.0000	0.0000	43.9378	45.2331	46.5428
67050	GROUNDSKEEPER	D	444	0.0000	0.0000	29.2593	30.0296	30.9069
66020	JANITOR	D	434	0.0000	0.0000	27.1098	27.7881	28.5723
66010	JANITOR SUPERVISOR	D	433	0.0000	0.0000	31.6030	32.7131	33.6734
63110	LABORER	D	380	0.0000	0.0000	30.6263	31.4971	32.5068
54010	LANDSCAPE EQUIP OPER	D	372	0.0000	0.0000	37.0514	38.1786	39.2982
67030	LANDSCAPE GARDENER	D	441	0.0000	0.0000	33.8937	34.8366	35.9907
67080	LANDSCAPE GARDENER SUP	D	448	0.0000	0.0000	43.0476	44.3253	45.5850
67040	LANDSCAPE GARDENER TRAIN	D	443	0.0000	0.0000	28.5723	29.3738	30.1934
44010	MAIL SERVICES AIDE	K1	316	0.0000	0.0000	27.7002	28.6779	29.7529
71310	MARINA ASSISTANT MC	D	476	0.0000	0.0000	31.6887	32.5801	33.5943
52070	MECHANIC	D	362	0.0000	0.0000	41.6324	42.8913	44.1352
52090	MECHANIC LEAD	D	619	0.0000	0.0000	44.5377	45.8843	47.2381
52080	MECHANIC SUPERVISOR	D	363	0.0000	0.0000	47.6482	49.0527	50.5531
63090	MECHANICAL SWEEPR OPER	D	379	0.0000	0.0000	36.3417	37.4319	38.4564
47040	OFFICE SPEC I M&C	K1	339	0.0000	0.0000	26.0438	27.2067	28.4048
47030	OFFICE SPEC II M&C	K1	303	0.0000	0.0000	29.9732	31.3124	32.7044
47050	OFFICE SPEC III M&C	K1	291	0.0000	0.0000	34.8189	36.3870	38.0170
47080	OFFICE SPEC SUP M&C	K2	676	35.1448	36.9158	38.7571	40.7041	42.4490
71240	PARKING ENFORCEMENT OFF	D	471	0.0000	0.0000	32.2957	33.2178	34.1708
71030	PARKING ENFORCEMENT SUP	D	457	0.0000	35.2618	37.0213	38.8807	40.8174
65020	PARKING METER M&C SUP	D	734	37.3739	39.2417	41.2064	42.4840	43.8406

## 2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
52050	PARKING METER MECH TRNE	D	360	0.0000	0.0000	29.5768	30.3961	31.3740
52110	PARKING METER MECHANIC	D	365	0.0000	0.0000	33.3298	34.3782	35.4886
65050	PARKING METER MNT WORK	D	402	0.0000	0.0000	29.5768	30.3961	31.3740
72240	PUBLIC SFTY DISPATCH I	J	611	0.0000	0.0000	30.9423	32.4578	33.8147
72230	PUBLIC SFTY DISPATCH II	J	527	0.0000	0.0000	42.9254	44.7131	46.5852
51280	PUBLIC WORKS SUPERVISOR	D	356	0.0000	0.0000	43.4110	44.8597	46.4257
44020	RECORDS ASSISTANT	K1	707	0.0000	31.4533	33.2595	34.8453	35.6471
14480	RECREATION COORDINATOR	K1	091	35.2066	36.5722	37.9378	39.4532	40.8717
65780	REG VETERINARY TECH	D	821	0.0000	0.0000	29.5897	31.1518	32.7925
51140	ROSARIAN	D	352	0.0000	0.0000	35.3121	36.4136	37.5326
90110	SENIOR ANIMAL CONT OFCR	D	686	0.0000	0.0000	36.4928	37.5854	38.6690
72020	SENIOR CRIME SCENE TECH	J	713	0.0000	0.0000	41.9642	43.5942	45.2858
51150	SENIOR FORESTRY CLIMBER	D	353	0.0000	0.0000	39.6568	40.9007	42.1812
67100	SENIOR GROUNDSKEEPER	D	450	0.0000	0.0000	31.9555	32.8718	33.9643
67010	SENIOR LNDSCP GRDNR	D	439	0.0000	0.0000	36.1513	37.2302	38.4223
71320	SENIOR MARINA ASSIST	D	477	0.0000	0.0000	32.2636	33.1713	34.2549
52120	SERVICE TECHNICIAN	D	366	0.0000	0.0000	34.9512	36.0196	37.0881
51110	SEWER MAINT ASST SUPV	D	349	0.0000	0.0000	40.8201	42.1666	43.5499
63130	SKILLED LABORER	D	383	0.0000	0.0000	32.5068	33.5021	34.5557
65170	SOLID WASTE LOADER OPR	D	411	30.4593	32.7014	34.3390	36.0580	37.8516
65270	SOLID WASTE TRUCK DRIVR	D	415	0.0000	0.0000	37.1757	38.6906	39.7446
65130	SOLID WASTE WORKER	D	406	0.0000	0.0000	31.2701	32.6899	33.6413
72220	SUPERV PUBLIC SFTY DISP	J	529	0.0000	0.0000	49.2369	51.2786	53.4303
63010	TOOL LENDING SPECIALIST	D	375	0.0000	0.0000	33.0303	34.7688	36.5987
65140	TRACTOR TRAILER DRIVER	D	408	34.3390	36.0580	37.8515	39.7541	41.7348
51070	TRAFFIC MAINT SUPV	D	721	0.0000	0.0000	41.2065	42.4751	43.8406
63070	TRAFFIC MAINT WORKER I	D	377	0.0000	0.0000	30.5900	31.4620	32.4842
63080	TRAFFIC MAINT WORKER II	D	378	0.0000	32.4842	33.4710	34.5195	35.5150
52160	WAREHOUSE OPERATON SPEC	D	589	0.0000	36.1315	37.9290	39.7263	41.5059
65150	WEIGHMASTER	D	409	0.0000	32.0083	33.8497	35.4620	36.2726
65160	WEIGHMASTER TRAINEE	D	410	0.0000	0.0000	31.2419	32.6605	33.6118
52060	WELDER MECHANIC	D	361	0.0000	0.0000	42.1741	43.4548	44.7353
63250	YARDMASTER	D	388	0.0000	0.0000	34.5925	35.6974	36.7514

City of Berkeley

**2018 – 2020 Memorandum Agreement**

**SEIU Local 1021 Maintenance and Clerical Chapters**

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

**EXHIBIT D - VACATION LEAVE ACCRUAL HISTORY**

<b>YEARS DURING WHICH SERVICES RENDERED</b>	<b>YEARS OF SERVICE</b>	<b>AUTHORIZED ANNUAL VACATION LEAVE (in work weeks)</b>
All years prior to January 1, 1950		2
January 1, 1950 through December 1, 1956	1st 10 years of service	2
	Years of service in excess of 10	3
January 1, 1957 through December 31, 1961	1st 5 years of service	2
	6 - 25 years of service	3
	Years of service in excess of 25	4
January 1, 1962 through December 31, 1965	1st 5 years of service	2
	6 - 20 years of service	3
	Years of service in excess of 20	4
January 1, 1966 through June 30, 1970	1st 5 years of service	2
	6 - 20 years of service	3
	21 - 25 years of service	4
	Years of service in excess of 25	5
Subsequent to June 30, 1970	1st 5 years of service	2
	6 - 15 years of service	3
	16 - 25 years of service	4
	Years of service in excess of 25	5
January 1, 1978	1st 5 years of service	2
	6 - 15 years of service	3
	16 - 25 years of service	4
	Years of service in excess of 20	5
January 1, 1981	1st 4 years of service	2
	5 - 12 years of service	3
	13 - 20 years of service	4
	Years of service in excess of 20	5
July 1, 1983	1st 3 years of service	2
	4 - 11 years of service	3
	12 - 17 years of service	4
	Years of service in excess of 18	5

This Exhibit is included for historical reference only. Current vacation rates are shown in Section 19.



City of Berkeley

**2018 – 2020 Memorandum Agreement**

**SEIU Local 1021 Maintenance and Clerical Chapters**

## EXHIBIT E - HOURS AND DAYS OF WORK

1. **Units D and J Work Hours:** The hours and days of work applicable to employees in Representation Units D (Manual Occupations) and J (Para-professional Employees-Police Department), as set by the City Manager, are presently as follows:
  - a. **Hours Per Day**
    - Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday.  
Closed on Saturday.
  
    - Field Operations: 8 hours per day - 5 days per week. (Working arrangements may vary as to shifts for field operations in the different departments.)
  - b. **Hours Per Week (Basic)**
    - Office: 40 hours
    - Field Operations: 40 hours
  - c. **Work Week**
    - The work week will begin at 12:01 a.m. Sunday and end at Saturday midnight. Regular days off will be considered to be Saturday and Sunday.
  
2. **Units K-1 and K-2:** The hours and days of work applicable to employees in Representation Unit K-1 (career non-confidential office and clerical employees) and K-2 (supervisory clerical employees), as set by the City Manager, are presently as follows:
  - a. **Hours Per Day**
    - Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday
    - Police: 8 hours per day - 5 days per week.
    - Shop and Field: 8 hours per day - 5 days per week (presently includes):  
Information Technology, and Mail assignments.
    - Shifts: Working arrangements may vary as to shifts for Police,  
Shop and Field operations in the different departments.
  
    - Flex Time: Working arrangements may vary as to hours of work in  
departments having a Flex-Time program.

Subject to the final approval of the Department Head and taking into consideration the recommendation of the Division Head, employees may request variable

working hours, such to include but not limited to, requests that the employee be scheduled four days per week, ten hours per day.

However, employees in work units that provide a six (6) or seven (7) day operation may be required to flex their work schedule based on the needs of the work unit. Flexing of work schedule will be assigned on the basis of inverse seniority unless more senior employees prefer to accept such work. The required flexing of work schedules will be on a day-for-day basis. When an employee is required to work on a regularly scheduled day off, the department will provide that employee with an alternative day off in the same work week when the required flexing occurs

b. **Hours Per Week (Basic):**

Office: 40 hours

Police: 40 hours

Shop and Field: 40 hours

c. **Work Week**

The work week will begin at 12:01 a.m. Sunday and end at Saturday midnight. Regular days off will be considered to be Saturday and Sunday except in those departments with work units that provide six (6) or seven (7) day operations.

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

**EXHIBIT F - SHOES, TOOLS AND UNIFORMS**

<b>Rep Unit</b>	<b>Classification Title</b>	<b>Annual Shoe Allowance</b>	<b>Annual Tool Allowance</b>	<b>Annual Uniform Allowance</b>
D	Animal Control Officer			\$1,400
D	Building Maintenance Mechanic	\$200	\$500	
D	Building Maintenance Mechanic Trainee	\$200	\$500	
D	Building Maintenance Supervisor	\$200	\$500	
K1	City Services Aide	\$200		
J	Community Services Officer			\$1,400
J	Community Service Officer Supervisor			\$1,400
D	Concrete Finisher	\$200		
D	Construction Equipment Operator	\$200		
D	Container Maintenance Welder	\$200	\$220	
D	Equipment Parts Technician	\$200		
D	Forestry Climber	\$200		
D	Forestry Climber Supervisor	\$200		
D	Forestry Climber Trainee	\$200		
D	Forestry Technician	\$200		
D	Groundskeeper	\$200		
D	Janitor	\$200		
D	Janitor Supervisor	\$200		
D	Laborer	\$200		
D	Landscape Equipment Operator	\$200		
D	Landscape Gardener	\$200		
D	Landscape Gardener Supervisor	\$200		
D	Landscape Gardener Trainee	\$200		
D	Marina Assistant	\$200		
D	Mechanic	\$200	\$500	
D	Mechanic Supervisor	\$200	\$500	
D	Mechanical Sweeper Operator	\$200		
K1	Offset Equipment Operator	\$200		
J	Parking Enforcement Officer			\$1,400
D	Parking Meter Maintenance Collection Supervisor	\$200	\$250	\$1,400
D	Parking Meter Maintenance Worker	\$200		\$1,400
D	Parking Meter Mechanic	\$200	\$250	\$1,400
D	Parking Meter Mechanic Trainee	\$200		
K2	Printing Services Supervisor	\$200		
J	Public Safety Dispatcher I			\$1,400
J	Public Safety Dispatcher II			\$1,400
D	Public Works Supervisor	\$200		
D	Solid Waste Truck Driver	\$200		
D	Solid Waste Worker	\$200		

## 2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Rep Unit	Classification Title	Annual Shoe Allowance	Annual Tool Allowance	Annual Uniform Allowance
D	Rosarian	\$200		
D	Security Attendant	\$200		
D	Senior Animal Control Officer	\$200		\$1,400
D	Senior Forestry Climber	\$200		
D	Senior Groundskeeper	\$200		
D	Senior Landscape Gardener	\$200		
J	Senior Police Service Assistant			\$1,400
D	Service Technician	\$200	\$220	
D	Sewer Maintenance Assistant Supervisor	\$200		
D	Skilled Laborer	\$200		
D	Parking Enforcement Officer Supervisor			\$1,400
D	Supervising Parking Meter Mechanic	\$200	\$250	\$1,400
J	Supervising Public Safety Dispatcher			\$1,400
D	Tool Lending Specialist	\$200		
D	Tractor Trailer Driver	\$200		
D	Traffic Maintenance Supervisor	\$200		
D	Traffic Maintenance Worker I	\$200		
D	Traffic Maintenance Worker II	\$200		
D	Warehouse Operations Specialist	\$200		
D	Weighmaster	\$200		
D	Weighmaster Trainee	\$200		
D	Welder Mechanic	\$200	\$500	
D	Wheeled Loader Operator	\$200		

## **APPENDIX A - STREETS AND SANITATION – OVERTIME POLICY**

### **Scheduled Overtime (does not include staff on standby or on-call)**

For Streets and Sanitation, scheduled overtime shall be defined as an overtime assignment which is known at least **twenty four (24)** hours in advance.

### **Work Groups**

There are three work groups in Streets and Sanitation:

Sewer Maintenance Operation

Street Cleaning/Clean City Program

Construction Operation which consists of Street Concrete/Paving, Patch/Structural Repair and Stormwater Maintenance

Overtime assignments will be offered first to employees in the work group which is currently assigned to perform the type of work involved. Work shall be offered to the employees in that work group on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee in the work group volunteers to perform the work, the work may be offered to employees in other work groups.

### **Notification of Overtime Work Opportunities**

In the event that scheduled overtime becomes available, the Public Works Maintenance Superintendent, or his/her designee, shall do the following:

1. Post in a designated predetermined area a list of the available overtime assignment; and
2. Broadcast the overtime assignment over the radio to notify employees an overtime assignment is available.

### **Unscheduled Overtime**

Unscheduled overtime shall be defined as any overtime work which becomes available less than twenty-four (24) hours in advance of the work. For unscheduled overtime assignments, the Public Works Maintenance Superintendent, or his/her designee, shall use the radio to contact employees for their availability. Unscheduled overtime

**2018 – 2020 Memorandum Agreement**

City of Berkeley

**SEIU Local 1021 Maintenance and Clerical Chapters**

assignments will be offered first to employees in the work group which usually performs the type of work involved. As with scheduled overtime, work shall be offered on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee in the work group volunteers to perform the work, the work may be offered to employees in other work groups who are qualified to perform the work.

## **APPENDIX B - SOLID WASTE AND RECYCLING MANAGEMENT DIVISION - OVERTIME POLICY**

### **Scheduled Overtime for Planned Special Events**

The following events are covered by this Section:

- July 4<sup>th</sup> Celebration
- Solano Stroll
- UC Football Home Game Days
- Kite Festival
- Cal Move Out

A schedule for these special events will be created at the beginning of the calendar year. No sooner than forty-five (45) days prior to the special event the overtime will be offered to employees in the classification who normally perform the work. Work shall be offered to employees on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee volunteers to perform the work, the work may be offered to any other employees who are qualified to perform the work.

### **Scheduled Overtime**

Scheduled overtime shall be defined as an overtime assignment other than Planned Special Events which is known at least twenty four (24) hours in advance. Overtime will be offered to employees in the classification who normally perform the work. Work shall be offered to employees on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee volunteers to perform the work the work, may be offered to any other employees who are qualified to perform the work.

### **Unscheduled Overtime**

Unscheduled overtime shall be defined as any overtime work which becomes available less than twenty-four (24) hours in advance of the work. Overtime will be offered to the employees in the classification who normally perform the work. Such work shall be offered first to employees who are on their day off and who are present at the work site and available to work. Work shall be offered to the employees who are present,



2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

commencing with the employee who would next be eligible for overtime on the seniority list and proceeding down the list. If overtime remains after all employees who are at the work site on their day off have been assigned, the remaining overtime will be offered next to employees who sign up on the unscheduled overtime list created for this purpose. Overtime will be then offered to all employees in the classification who normally perform the work based on a rotating seniority basis, commencing with the most senior employee and proceeding down the list until the last employee on the unscheduled overtime list has been offered an opportunity to work, overtime. When all the employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list.



# **MEMORANDUM AGREEMENT**

**BETWEEN**

**CITY OF BERKELEY**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021**

**MAINTENANCE AND CLERICAL CHAPTERS**

**June 27, 2020 – June 26, 2021**

BACK COVER  
(Intentionally Left Blank)

COUNCIL RESOLUTION

COUNCIL SALARY RESOLUTION

## Table of Contents

<b>ADMINISTRATION .....</b>	<b>1</b>
SECTION 1: RECITALS.....	1
SECTION 2: PARTIES TO AGREEMENT .....	2
SECTION 3: NO DISCRIMINATION .....	2
SECTION 4: UNION SECURITY.....	3
4.1 Union Security .....	3
4.2 Voluntary Membership.....	3
4.3 Indemnification .....	4
4.4 Contract Distribution .....	4
4.5 Orientation Meetings .....	4
4.6 Union Notification.....	4
4.7 New Employee Orientation .....	4
SECTION 5: PAYROLL DEDUCTIONS .....	7
SECTION 6: UNION REPRESENTATIVES .....	7
6.2 Release Time - Maximum Number of Representatives.....	7
6.3 Union / Management Meetings .....	9
6.4 Joint Labor/Management Committee .....	9
6.5 Official Attendance at Meetings .....	9
6.6 Memorandum Agreement Orientation.....	9
6.7 Union Business Release Time .....	9
SECTION 7: SEPARABILITY OF PROVISIONS.....	10
SECTION 8: EXISTING MEMORANDA AGREEMENT .....	10
SECTION 9: FINALITY OF RECOMMENDATIONS.....	10
SECTION 10: DURATION .....	11
<b>SALARIES, HOURS OF WORK AND COMPENSATION ISSUES .....</b>	<b>12</b>
SECTION 11: SALARIES.....	12
11.1 Salary Resolution.....	12
11.2 Application of Rates .....	12
11.3 Salary Advancement .....	13
11.4 Y Rates .....	13
11.5 Payment of Salaries (Bi-Weekly) - Pay Periods / Pay Days .....	13
11.6 Friday Bank Closures .....	14
11.7 End of Year .....	14
11.8 Equity Studies .....	15
11.9 Anniversary Dates.....	15
SECTION 12: PAYROLL ERRORS.....	16
SECTION 13: TEMPORARY, PROVISIONAL AND PROJECT BASED APPOINTMENTS, HIGHER CLASS ASSIGNMENT PAY AND TEMPORARY AGENCY EMPLOYEES .....	17
13.1 Higher Class Assignments .....	17
13.2 Working in Higher Classification .....	17
13.3 Temporary Appointments.....	17
13.4 Provisional Appointments.....	18
13.5 Working in a Classification outside the Bargaining Unit .....	18
13.6 Temporary Assignment Training Pay .....	19
13.7 Project Based Position Employee.....	19
13.8 Temporary Agency Employees .....	19
SECTION 14: HOURS AND DAYS OF WORK .....	20
14.1 Rules .....	20
14.2 Community Service Officers Assigned to the Jail .....	20
14.3 Parking Division/Police Department .....	20
14.4 Shift Selection and Assignments .....	20
14.5 Clerical Unit Work Schedule.....	21
14.6 Flexible Scheduling .....	21
14.7 Shift Trades - Community Service Officer.....	22
14.8 Work Assignment.....	22

	<b>2018 – 2020 Memorandum Agreement</b>	
City of Berkeley		<b>SEIU Local 1021 Maintenance and Clerical Chapters</b>
14.9	Building Maintenance.....	22
14.10	Daylight Saving Time .....	23
14.11	Family Friendly and Environment Friendly Workplace .....	23
14.12	Work Schedule Change .....	23
SECTION 15:	OVERTIME .....	24
15.1	Overtime Pay Eligibility and Rates .....	24
15.2	Compensatory Time .....	24
15.3	Payment Upon Termination .....	25
15.4	Work Week .....	25
15.5	Emergency Overtime .....	25
15.6	Natural Disaster/Declared Emergency.....	25
15.7	Clerical Unit Overtime and Scheduling .....	26
SECTION 16:	PREMIUM PAY .....	27
16.1	Shift Differential .....	27
16.2	Standby - Units D.....	27
16.3	Standby - Units K-1 and K-2 .....	28
16.4	Emergency Standby - Unit J; Unit D Parking Enforcement Officers and Unit D Parking Enforcement Supervisors.....	28
SECTION 17:	SPECIAL ASSIGNMENT PAY .....	29
17.1	Bilingual Premium Pay .....	29
17.2	Mental Health Clinics Differential.....	30
17.3	Summer Youth Supervision Differential .....	30
17.4	Construction Equipment Operators Differential .....	30
17.5	Training.....	31
17.6	Sewer Work Pay .....	31
17.7	Parking Enforcement Training .....	32
17.8	Smog Technician License Premium Differential.....	32
17.9	Special Response Team .....	32
17.10	Longevity Pay.....	32
17.11	Roll Off Container Truck.....	32
17.12	Handling of Narcotics Evidence in the Police Department Property Room .....	33
17.13	Special Class Commercial Driver’s License Premium.....	33
17.14	Emergency Medical Dispatching .....	33
17.15	Commercial and Residential Route Refuse Collector Premium .....	33
17.16	Hazardous Substance Special Assignment Pay.....	33
17.17	One-Time Dispatcher Retention Bonus .....	33
SECTION 18:	ZERO WASTE .....	34
18.1	Assumed Work Day.....	34
18.2	Zero Waste Route Bid .....	35
18.3	Zero Waste Vacation Scheduling .....	35
18.4	Solid Waste Worker / Driver Check-Off .....	35
18.5	Truck Driver Safety .....	36
<b>LEAVES</b> .....		<b>37</b>
SECTION 19:	VACATION .....	37
19.1	Eligibility .....	37
19.2	Scheduling .....	37
19.3	Accrual .....	37
19.4	Eligibility - First Two (2) Years .....	38
19.5	Eligibility - Effects of Part-Time and Interrupted Service .....	38
19.6	Holidays during Scheduled Vacation .....	38
19.7	Maximum Accumulation.....	39
19.8	Effect of Military Leave or Break In Service .....	39
19.9	Payment / Reimbursement Upon Termination or Extended Leave.....	40
SECTION 20:	HOLIDAYS.....	41
20.1	Recognized Holidays.....	41
20.2	Paid Status .....	41
20.3	Floating Holidays.....	41
20.4	Effects of Work Week .....	41

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

20.5	Compensation for Holiday Work .....	42
SECTION 21:	SICK LEAVE .....	42
21.1	Eligibility .....	42
21.2	Accrual .....	42
21.3	Use - Part-Time and Intermittent Employees .....	42
21.4	Accumulation / Cancellation / Restoration / Payout .....	43
21.5	Purpose / Definitions.....	44
21.6	Family Sick Leave .....	44
21.7	Bonus for Unused Sick Leave .....	45
21.8	Injury Incurred In Outside Employment .....	45
21.9	Notice Required .....	45
21.10	Absenteeism / Sick Leave Abuse .....	45
21.11	Calculations.....	45
21.12	Voluntary Leave Exchange for Catastrophic Illness:.....	46
SECTION 22:	WORKERS' COMPENSATION.....	47
SECTION 23:	STATE DISABILITY INSURANCE.....	47
SECTION 24:	BEREAVEMENT LEAVE.....	48
SECTION 25:	MILITARY AND MARITIME LEAVE.....	48
SECTION 26:	PARENTAL LEAVE.....	49
SECTION 27:	LEAVE OF ABSENCE WITHOUT PAY .....	49
27.1	Request.....	49
27.2	Union Training Leave.....	50
27.3	Eligibility .....	50
SECTION 28:	JURY DUTY LEAVE.....	50
28.1	Court Time.....	51
<b>HEALTH AND WELFARE BENEFITS .....</b>		<b>52</b>
SECTION 29:	HOSPITAL-MEDICAL AND DENTAL COVERAGE .....	52
29.1	Health Insurance .....	52
29.2	Dental Insurance .....	53
29.3	Part-time Employees .....	53
29.4	Flexible Spending Account .....	53
29.5	New Providers .....	54
29.6	Medical and Dental Benefits .....	54
29.7	Discipline and Treatment.....	54
29.8	Health Insurance In-Lieu Payment Effective January 1, 2016 .....	54
SECTION 30:	GROUP LIFE INSURANCE.....	54
SECTION 31:	RETIREE MEDICAL COVERAGE.....	54
31.1	Amendment of Retiree Health Premium Assistance Plan VI, effective June 28, 1998, Restated and Amended effective March 22, 2011.....	55
31.2	Eligibility .....	55
31.3	Pre Age 65 Retiree Health Insurance .....	56
31.4	Retiree Benefits for Employees Age 65 and Over .....	56
31.5	Termination by City of Retiree Medical Benefit .....	57
31.6	Retiree Medical Benefit for Employees Retiring Between the Ages of 50 and 55 .....	57
31.7	Employees Retiring between June 28, 1998 and June 25, 2000 .....	57
31.8	Employees Retiring with a CalPERS Approved Disability Retirement .....	57
31.9	City Funding of Retiree Health Benefit.....	58
<b>TERMS AND CONDITIONS OF EMPLOYMENT .....</b>		<b>59</b>
SECTION 32:	PROBATIONARY PERIOD .....	59
32.1	Length .....	59
32.2	Effect of Provisional Appointment .....	59
32.3	Completion.....	60
32.4	Rejection .....	60
SECTION 33:	TRANSFER .....	60
33.1	General .....	60
33.2	Units D and J .....	60
33.3	Transfer - Solid Waste.....	61



2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

SECTION 34: PROMOTION .....61  
 34.4 Interview of City Employee .....62  
 34.7 Step Increase .....62  
 SECTION 35: DEMOTION .....62  
 SECTION 36: SUSPENSION .....63  
 36.3 Immediate Suspension .....63  
 SECTION 37: DISCHARGE .....63  
 SECTION 38: RESIGNATION .....63  
 SECTION 39: REINSTATEMENT .....64  
**GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE .....65**  
 SECTION 40: GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE .....65  
 40.1 Definitions .....65  
 40.2 Grievance Procedure .....66  
 40.3 Disciplinary Appeals .....73  
 40.4 General Conditions for Disciplinary Appeals .....76  
**MISCELLANEOUS TERMS AND CONDITIONS .....77**  
 SECTION 41: GENERAL PROVISIONS .....77  
 41.1 Personal Conduct .....77  
 41.2 Protective Clothing and Equipment .....77  
 41.3 Tools .....78  
 41.4 Training .....79  
 41.5 Driver's Training .....80  
 41.6 Safety .....80  
 41.7 Use of Automobiles .....82  
 41.8 Sewer Crew Assignment .....82  
 41.9 Annual Physical Examination .....82  
 41.10 Subcontracting .....82  
 41.11 Commuter Check Subsidy Benefits .....83  
 41.12 Recreation Coordinators .....84  
 41.13 Community Service Officer Work Assignments .....84  
 41.14 Uniforms .....84  
 41.15 Video Display Equipment .....85  
 41.16 Introduction of New Technology .....86  
 41.17 Assignments for Temporarily Disabled Employees .....86  
 41.18 Part-Time Employment - Unit K-1 .....87  
 41.19 Annual Performance Evaluation .....87  
 41.20 Official Personnel File .....87  
 41.21 Supplemental Retirement / Disability Insurance Plan .....89  
 41.22 Reclassification of Positions / Job Audits .....89  
 41.23 Reallocation of Positions .....90  
 41.24 Break Facilities .....90  
 41.25 Educational Leave .....90  
 41.26 Jail Closure .....91  
 41.27 YMCA .....91  
 41.28 Address and Phone Number .....92  
 41.29 Legal Representation .....92  
 41.30 Physical Exams .....92  
 41.31 Crimes against Employees .....92  
 41.32 Classification Changes/New Classifications .....92  
 41.33 Clerical Classification Upward Mobility Committee .....92  
 41.34 Participation in Examinations and Interviews .....92  
 41.35 Commercial Driver Reassignment .....93  
 41.36 ERMA (Enterprise Resources Management Application) System .....94  
 SECTION 42: DEPENDENT CARE .....95  
**PUBLIC EMPLOYEES' RETIREMENT SYSTEM .....96**  
 SECTION 43: PUBLIC EMPLOYEES' RETIREMENT SYSTEM .....96  
 43.1 Participation .....96

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

43.2 “Classic Employees” Definition .....96

43.3 “New Members” Definition .....96

43.4 CalPERS Retirement Formula for Members as Defined Under the Public Employees’ Pension Reform Act of 2013 (PEPRA).....96

43.5 CalPERS Retirement Formula and Employer Paid Member Contribution for Classic Employees, i.e., current employees and future employees who do not qualify as “New Members” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA).....96

43.6 New Members Payment of Employer Paid Member Contribution .....97

43.7 Optional Benefits .....97

43.8 Classic Members’ Pension Contribution .....98

43.9 New Members’ Pension Contributions .....99

**LAYOFF PROCEDURE .....101**

SECTION 44: LAYOFF .....101

44.1 Announcement of Layoff .....101

44.2 Seniority Service Date .....102

44.3 Establishment of Seniority Lists .....102

44.4 Employee Retreat Rights/Out Placement.....103

44.5 Employee / Union Notification .....105

44.6 Flexible Placement Program/Out Placement .....105

44.7 Reemployment Lists.....108

44.8 Career-Exempt Employees .....109

44.9 Appeal Procedures .....109

44.10 Audit.....109

**SIGNATURE PAGE.....111**

**EXHIBIT A - Salary Ranges as of June 16, 2018 .....112**

**EXHIBIT B - Salary Ranges as of July 29, 2018 .....115**

**EXHIBIT C - Salary Ranges as of June 30, 2019 .....117**

**EXHIBIT D - VACATION LEAVE ACCRUAL HISTORY .....120**

**EXHIBIT E - HOURS AND DAYS OF WORK.....122**

**EXHIBIT F - SHOES, TOOLS AND UNIFORMS .....124**

**APPENDIX A - STREETS AND SANITATION - OVERTIME POLICY .....126**

**APPENDIX B - SOLID WASTE AND RECYCLING MANAGEMENT DIVISION - OVERTIME POLICY128**

## ADMINISTRATION

### **SECTION 1: RECITALS**

This Memorandum Agreement, herein after referred to as "Agreement", is entered into pursuant to the Meyers-Milias- Brown Act (Government Code, Sections 3500 et seq.) as amended and has been jointly prepared by the parties.

The City Manager is the representative of the City of Berkeley, herein after referred to as "the City," in employer - employee relations as provided in Resolution No. 43,397-N.S. adopted by the City Council on October 14, 1969.

Local 1021, Service Employees International Union, is the Recognized Employee Organization for:

Representation Unit D (Manual Occupations),  
Representation Unit J (Para-professional Employees- Police Department),  
Representation Unit K-1 (career non-confidential office and clerical employees),  
Representation Unit K-2 (Supervisory Clerical Employees)

The employee positions in such Representation Unit are set forth herein and made a part hereof, and Local 1021, Service Employees International Union, hereinafter referred to as "the Union" is recognized as the sole representative of employees assigned to such positions. This Memorandum Agreement shall be presented to the City Council, Board of Library Trustees, and the Rent Stabilization Board as the joint recommendation of the undersigned.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of the employees in said Representation Units D, J, K-1, and K-2; have exchanged freely information opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Agreement shall be presented to the City Council as the joint recommendation of the undersigned, and therefore recognize this agreement as a binding and legal contract between the two parties.

Library and Rent Board employees working in classifications covered by this agreement shall have the same terms and conditions of employment as other employees covered by this Memorandum Agreement except as specifically modified by this agreement.

The Rent Stabilization Board and Library Board of Trustees shall ratify and sign this agreement.

## **SECTION 2: PARTIES TO AGREEMENT**

- 2.1 **The Union:** The Union is the exclusive representative of all employees within Representation Units D (Manual Occupations) [MC00], J (Para-professional Employees - Police Department) [MC00], and K-1 (career, non-confidential office and clerical) [MC01], and K-2 (Supervisory Clerical Employees) [MC02] and shall continue to be recognized as such unless, the Union is no longer certified as the Recognized Employee Organization for employees in Representation Units D, J, K-1 and K-2.
- 2.2 **City Management:** Responsibility for management of the City and direction of its work force is vested in City officials and the City Manager whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of City management to determine the mission of its constituent departments. Such rights and responsibilities shall be applied consistent with the Meyers-Milias-Brown Act.
- 2.3 The Union and the City shall create a working environment free from hostility, intimidation and disrespect.

## **SECTION 3: NO DISCRIMINATION**

The City and Union agree that they will not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, ethnicity, ancestry, religion, political affiliation, sexual orientation, age, gender, national origin, marital or domestic partner status, gender identity or gender expression, parental status, pregnancy, disability or medical condition, Acquired Immune Deficiency (AIDS/HIV) or AIDS related condition, or any other status protected by applicable state or federal law. The City agrees that there shall be no discrimination on the basis of protected Union activity. Furthermore, the City and Union agree to comply with all applicable federal, state and local laws pertaining to non-discrimination and equal employment opportunity (Title VII of the Civil Rights Act of 1964, as amended (to include the pregnancy disability amendments), Equal Pay Act of 1963, Age Discrimination Employment Act, Executive Order 11246, Vietnam Era Veterans Readjustment Act, Rehabilitation Act of 1973, California Civil Rights Law, (Government Code Sections 12900-12996), City of Berkeley Ordinances, resolutions and policies). The City and Union will comply with the City's Harassment Prevention Policy.

The City of Berkeley Harassment Prevention Policy, as may be amended from time to time to comply with applicable state or federal law, is available on-line on the City's IntraWeb at: <http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=10318>, in Department of Human Resources, or by contacting the City's Equal Employment Opportunity and Diversity Officer.

## **SECTION 4: UNION SECURITY**

### **4.1 Union Security**

4.1.1 Effective June 1, 1984, and for the term of the Agreement, all current and future employees of the City as described in Section 2, Parties to Agreement, hereof, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall be equivalent to the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union.

4.1.2 **Religious Exemption:** Any employee of the City in a classification described in Section 1, Parties to Agreement, who is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership shall, upon presentation of membership and historical objection satisfactory to the City and the Union, along with verification of monthly transmittals of any charitable contributions, have sums equal to membership fees deducted and paid to one of the following charitable organizations as designated by the employee: (1) American Cancer Society; (2) Bay Area Black United Fund; (3) Over 60 Health Clinic; or (4) Sickle Cell Anemia Research and Education.

### **4.2 Voluntary Membership**

All employees in this bargaining unit who are, or hereafter voluntarily choose to become members of the Union, shall maintain such membership in good standing as a condition of continued employment for the duration of this Agreement; provided, however, that withdrawal shall be allowed during a period of not more than sixty (60) days nor less than thirty (30) days prior to the expiration date of the Agreement by sending written notice of withdrawal to the Union (with a copy to the Director of Human Resources of the City during said period), consistent with the law.

**4.3 Indemnification**

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 fees, demands, actions, suits, judgments and other proceedings arising out of any discharge action resulting from this Section or Section 5.

**4.4 Contract Distribution**

The Director of Human Resources or his/her designee shall issue a copy of the Agreement to all probationary and provisional employees entering the City's workforce on the date of hire.

The City shall print 200 copies of the Agreement and have it ready for distribution by the Union within 120 calendar days of final ratification. The City shall provide each permanent, probationary and provisional employee in the bargaining unit with an email copy of the new Agreement within 130 calendar days of final ratification.

Any additions or changes to the Agreement agreed to by both parties subsequent to the printing of the Agreement shall be distributed to all employees in the bargaining unit in a form that can be easily added to the printed Agreement.

**4.5 Orientation Meetings**

A representative of each Chapter of the Union will be given sixty (60) minutes of Union release time per quarter per calendar year to provide information on the Union to employees represented by the Union. The Union shall notify the City of the date, time and location of the quarterly orientation meetings at least one (1) month in advance of the meetings to ensure that departmental managers are able to release employees to attend the quarterly orientation meetings. The Union shall also provide the City with the names of the employees the Union expects to attend the quarterly meetings at least two (2) weeks in advance of the meeting. Employees attending the orientation will also be given sixty (60) minutes of Union release time to attend the scheduled orientation.

**4.6 Union Notification**

The City agrees that all notifications to the Union will include copy to the Union chapter presidents. Further, on all other correspondence involving investigatory interviews, intent to discipline, and grievance responses, the City shall also copy the relevant chapter chief steward, in addition to the relevant chapter president.

**4.7 New Employee Orientation**

This provision shall apply to new hire employees appointed to classifications covered by this Agreement and to existing employees newly appointed to classifications covered by this Agreement.

- 4.7.1 **Onboarding:** The parties acknowledge that the City provides a new employee orientation (onboarding) to each new employee hired by the City. As such, the Union will be provided with not less than 10 calendar days' advanced notice of the time, date, and location of the onboarding of any new employee represented by the Union. The Union will be given 30-minutes at the start of the new employee onboarding in a room designated by the City for no more than one (1) representative to present Union membership information. The City representative will excuse him or herself during the Union portion of the onboarding. The Union agrees in its portion of the onboarding not to engage in speech that could cause disruption or material interference with City activities.

The City will provide 30 minutes of Union Release Time to the Union representative presenting the Union membership information during the scheduled onboarding. The Union shall provide the Union representative's immediate supervisor with the Union representative's name at least five (5) days prior to the onboarding. The Union representative shall be released for this purpose unless unusual operation needs interfere with such release in which case the Union representative's immediate supervisor will provide a written explanation of why release could not be approved. If the Union representative is not released due to department operational needs, the Union representative may arrange an alternative date and time to meet with the newly hired employee within the first two (2) weeks of employment, subject to the 30-minutes onboarding and Union Release Time requirements as stipulated above.

- 4.7.2 **Information Provided:** On a quarterly basis (March, June, September, and December), the City will provide the Union with a digital file via email to the email address designated by the Union. The Union acknowledges and understands that the City is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed below. As a result, the City may not initially be able to provide the employee's work telephone number, personal phone number, and personal email address until the completion and implementation of the City's new Enterprise Resource Management Application (ERMA) system.

The City will provide the Union with the following information on file, to the extent the City has it on file:

- Name.
- Job Title.

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

- Department.
- Work Location.
- Home telephone number.
- Home address.
- Personal cellular telephone number (new hires hired on or after October 1, 2017).
- Work telephone number (*upon implementing ERMA*).
- Personal email addresses on file with the City (*upon implementing ERMA*).

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code section 3558 only, an employee may opt out via written request to the City (copy to the Union) to direct the City to withhold disclosure of the employee's: Home address; home telephone number; personal cellular telephone number; personal email address; and date of birth.



## **SECTION 5: PAYROLL DEDUCTIONS**

Effective the first complete pay period commencing after July 1, 1984 and in each month thereafter, the City shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1. Employees hired on or after July 1, 1984, shall receive and complete at the time of employment an authorization to deduct membership or agency fee as a condition of continued employment. Failure to complete the authorization form within 30 calendar days of employment shall result in automatic agency fee deductions.

The City shall promptly pay over to the Union all sums withheld for membership or service fees. The City shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department, and the amount deducted. A list of all employees in represented classes shall be provided to the Union each month.

The City shall continue to deduct insurance premiums, COPE contributions, and other such deductions as may be specified by the employee in accordance with past practice.

## **SECTION 6: UNION REPRESENTATIVES**

6.1 **Release Time – General:** Union representatives employed and recognized by the City shall assist employees in resolving grievances at the lowest possible administrative level. These employees shall be afforded reasonable time for the investigation and processing of grievances and for meetings with management without loss of pay or benefits upon notification to their first level supervisor not in the bargaining unit. Union representatives shall request Union release time from their first level supervisor not in the bargaining unit or his/her designee prior to engaging in union business. Such request for release time shall be made at the earliest possible time and, except in emergency cases, no later than 48 hours in advance before leaving the work assignment. The Union release request shall include the location, and area of activity, the approximate time needed and the general nature of union business involved. Such request shall not be unreasonably denied. Failure to meet the 48 hours requirement may result in denial of release time.

### **6.2 Release Time - Maximum Number of Representatives**

6.2.1 **Meet & Confer:** With respect to the meet and confer process, ten (10) Union representatives shall be the maximum number who will be allowed concurrent paid time off.

- 6.2.2 **Informal Grievance Procedure:** With respect to the informal level of the grievance procedure, one (1) Union representative will be allowed paid time off.
- 6.2.3 **First Level Grievance Procedure:** With respect to the first level of the grievance procedure or the pre-disciplinary meeting, two (2) Union representatives will be allowed concurrent paid time off.
- 6.2.4 **Second Level Grievance Procedure:** With respect to the second level of the grievance process, the Skelly meeting, or Arbitration hearing, three (3) Union representatives shall be allowed concurrent paid time off.
- 6.2.5 **All Other Matters:** For all other matters, where the participation of the Union is agreed to, the Union may designate two (2) representative from each Representation Unit, up to a maximum of six (6).
- 6.2.6 **Possible Grievance Release:** The City will provide release time to Union members to meet with a Union representative for the purpose of discussing a possible grievance. The member shall contact the Chapter President or Chief Steward who will then contact the supervisor/department director to notify the supervisor/department director of the necessity for the meeting. The release time shall be granted within 48 hours of the request subject to operational necessity.
- 6.2.7 **City of Berkeley Union Council:** The City will provide release time for Union Steward representatives to attend City of Berkeley Union Steward Council Meetings. Each steward representative shall receive a maximum of four (4) hours per month to attend the meeting. A maximum of sixteen (16) stewards shall be released to attend each meeting. The President or Chief Steward will notify Human Resources at least two (2) weeks in advance of the scheduled Steward Council Meeting and will provide Human Resources with the names of stewards, the name of the steward's immediate supervisor, the department and work unit of those stewards that will be attending the Steward Council Meeting. Failure to comply with the notice requirements will result in the denial of release time. In the event that there are conflicts in work schedules, which may create problems with a designated steward attending the meeting, the President or Chief Steward will work with the affected department supervisors to schedule steward attendance in a manner which minimizes disruption of work.

**6.3 Union / Management Meetings**

Monthly meetings shall be held between the union and the City Manager or his or her designee. Release time shall be granted for up to six (6) union officials. Agendas for such meetings shall be set one week in advance between the union Chapter Presidents and the City Manager or his or her designee. In preparation for the monthly meeting with the City Manager, release time shall be granted for up to two (2) hours and up to two (2) Union officials to confer with Union staff representatives on matters within the scope of representation.

Meetings within departments may be held when necessary at the request of either party and release time will be in advance in accordance with Section 6.2.5.

**6.4 Joint Labor/Management Committee**

A quarterly departmental Joint Labor/Management (JLM) Committee may be established to discuss and review issues affecting employees in each Department. The JLM may consist of two (2) Union representatives and Department Director and/or his or her designee(s). Agendas for such meetings shall be set one (1) week in advance between the Union and Department Director or his or her. Additional meetings may be scheduled upon advanced mutual agreement.

At the first Police Department labor/management committee after the effective date of this contract (2018 to 2020), the parties agree to discuss concerns related to applicable sections of General Order P-26 as it relates to the Police Department's process for handling personnel complaints of Clerical employees and Parking Enforcement Officers.

**6.5 Official Attendance at Meetings**

Any employee requested by the City Manager or his/her designee to attend conferences, seminars, governmental agencies or bodies shall be compensated with pay or release time.

**6.6 Memorandum Agreement Orientation**

The City and the Union will conduct orientation sessions on the Agreement at least once during the term of the contract. Additional sessions for stewards and supervisors may also be provided.

**6.7 Union Business Release Time**

**Clerical Chapter:** The Union will be entitled to up to one-hundred and twenty (120) hours of paid leave of absence each calendar year to be granted collectively to employees in the Clerical Chapter who are designated elected officials or stewards of the Union, subject to prior approval by employee's Department Head, to attend seminars, conferences, or conventions away from the job site. The Department

Head may, in his or her discretion, approve additional Union requests. Time spent on such Union business will be recorded with the appropriate code on time sheets.

**Maintenance Chapter:** The Union will be entitled to up to one-hundred and twenty (120) hours of paid leave of absence each calendar year to be granted collectively to employees in the Maintenance Chapter who are designated elected officials or stewards of the Union, subject to prior approval by employee's Department Head, to attend seminars, conferences, or conventions away from the job site. The Department Head may, in his or her discretion, approve additional Union requests. Time spent on such Union business will be recorded with the appropriate code on time sheets.

## **SECTION 7: SEPARABILITY OF PROVISIONS**

In the event that any provisions of this Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of this Agreement shall be null and void, but such nullification shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect.

## **SECTION 8: EXISTING MEMORANDA AGREEMENT**

This Agreement shall supersede all existing Agreements between the City and the Union. Working conditions and practices will not be continued unless they are included in this Agreement or have been or are hereafter specifically authorized by ordinance or by resolution of the City Council, or unless they are 1) not the subject of bargaining during the development of this Agreement, and 2) a continuing practice which was general, not individual in application, and mutually agreed to by the parties.

## **SECTION 9: FINALITY OF RECOMMENDATIONS**

The recommendations set forth above are final. No change or modifications shall be offered, urged, or otherwise presented by the Union or the City Manager prior to June 27, 2020 provided, however, that nothing herein shall prevent the parties to this Agreement from meeting and conferring and making modifications herein by mutual consent and ratification.

**SECTION 10: DURATION**

This Agreement covers the period of June 17, 2018 through June 27, 2020. New provisions are effective June 17, 2018, except as otherwise provided herein and shall remain in full force and effect to and including June 27, 2020. This Agreement and all its rights, obligations, terms and provisions shall expire and otherwise be fully terminated at midnight June 27, 2020.

## SALARIES, HOURS OF WORK AND COMPENSATION ISSUES

### **SECTION 11: SALARIES**

#### **11.1 Salary Resolution**

Salary rates for the period of June 17, 2018 through June 27, 2020, for all classes of positions in Units D, J, K-1 and K-2, shall be set according to the classifications and salary ranges assigned to those classifications listed in Exhibits "A" through "C" and attached hereto and made part hereof as provided below.

- 11.1.1 The salary ranges for those classifications covered by this Agreement which went into effect on December 31, 2017, shall remain in effect through July 28, 2018 and are listed in Exhibit "A".
- 11.1.2 Effective July 29, 2018 (the first full pay period after Union ratification and Council approval on its regular agenda), the salary ranges for those classifications covered by this Agreement as listed in Exhibit A will receive a salary increase of three percent (3.0%) and shall be shown in Exhibit B.
- 11.1.3 Effective the first full pay period after Union ratification and Council approval on its regular agenda (on the August 17, 2018 pay day), each employee on paid status as of approval by Council will receive a one-time lump sum payment of \$2,000.00, minus applicable local, state and/or federal taxes. The parties agree that this lump sum provision does not create or bind the City to any precedent or past practice.
- 11.1.4 Effective June 30, 2019, the salary ranges for those classifications covered by this Agreement and listed in Exhibit B will receive a cost of living increase of two percent (2.0%) and shall be shown in Exhibit C.

#### **11.2 Application of Rates**

Employees occupying a position in the competitive service shall be paid a salary or wage within the range established for that position's class as set forth in Exhibits "B" through "C". The minimum rate for the class shall apply to employees upon original appointment of the position. Employees reinstated or reemployed after layoff shall receive a rate within the range established for the class. Transfers shall not affect an employee's salary rate. Employees appointed to any of the positions set forth herein in Exhibit "B" through "C" and employed or working on a part-time basis shall be paid in proportion to the time worked and described in their appointment.

**11.3 Salary Advancement**

No salary advancement shall be made so as to exceed the maximum rate established for the class to which the advanced employee's position is allocated. Advancement shall be in accordance with the compensation plan of the City and shall depend upon increased service value of an employee to the City as exemplified by recommendations of the Department Head, performance record, special training, length of service, and other pertinent evidence.

An employee's pay increase shall not be affected by any leave of absence without pay, if the employee is off the payroll for less than one hundred sixty (160) consecutive hours. If the employee is off the payroll for one hundred sixty (160) consecutive hours or more, the total amount of time off shall be made up before the employee shall be entitled to such pay increase.

**11.4 Y Rates**

Any employee occupying a position which is reallocated to a class, the maximum salary for which is less than the incumbent's present salary or occupying a position in a class the salary rate or range for which is reduced, shall continue to receive his/her present salary. Such salary shall be designated as a Y rate. When an employee on a Y rate vacates his/her position, subsequent appointments to that position shall be made in accordance with Section 11.2.

**11.5 Payment of Salaries (Bi-Weekly) - Pay Periods / Pay Days**

11.5.1 Payment of salaries herein established shall be bi-weekly. Each pay period shall begin at 12:01 a.m. Sunday to and including 12:00 midnight Saturday two weeks following. Each payment shall be made not later than the Friday following the ending of each payroll period and shall include payment for all earnings during the previous payroll period.

11.5.2 In those cases when payroll checks are available for distribution on Thursday afternoon, the Auditor's Office shall notify payroll sections of departments with employees on graveyard shifts. The department shall be responsible for distributing the checks to its graveyard shift employees by the end of the shift Friday morning. This procedure will remain in effect until the City's payroll system is fully automated, at which time payroll checks will routinely be made available to departments for distribution to employees by the end of the graveyard shift Friday morning.

11.5.3 Bi-weekly payment to full-time employees shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

period. Except as specified below in Section 11.5.5, the hourly rate for such employees shall be determined as follows:

11.5.3.1 The hourly rate shall be the quotient of the annual salary (12 times the monthly salary specified herein) divided by 2080 hours.

11.5.3.2 For employees on a thirty-seven and one half (37.5) hour week, the monthly salary shall be the quotient of the hourly salary times 1950 hours, divided by 12.

11.5.4 Bi-weekly payment to part-time employees in a class for which monthly salary rate has been herein established shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay period. Except as specified below in Section 11.5.5, the hourly rate for such part-time employees shall be computed in the same manner as for full time employees.

11.5.5 Bi-weekly payment to intermittent employees in a class for which an hourly rate has been specified herein shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay period. The hourly rate for such intermittent employees shall be as specified herein.

11.5.6 Bi-weekly payment to employees in a class for which a daily rate rather than a monthly rate has been herein established shall be made on the basis of the actual days worked during the bi-weekly pay period multiplied by the daily rate.

11.5.7 Bi-weekly payment to employees in a class for which an hourly rate rather than a monthly rate has been herein established shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay period.

**11.6 Friday Bank Closures**

On Friday bank holidays, City employees shall be paid in accordance with present paycheck procedures for City Holidays that fall on Friday. Paychecks shall be dated the date received by employee.

**11.7 End of Year**

For excess leave only, the end of the year shall be treated as the last day of the last pay period nearest March 31st.



## 11.8 Equity Studies

Two (2) lists of comparison jurisdictions are established. List One: Concord, Fremont, Richmond, Palo Alto, City of Santa Clara, San Leandro, Alameda County, San Francisco, Hayward, Oakland, and Vallejo. For Refuse only, Northern California Waste Management Systems and Waste Management (Oakland) will be reviewed. Other jurisdictions may be added as required by agreement between the parties. Job classifications which fall below the median for these jurisdictions may be reviewed. It is the policy of the City that within available funding limits, equity adjustments which are in the interests of the service will be considered.

11.8.1 **Classification Review:** Beginning no sooner than six months and no later than 9 months after ratification of this Agreement (June 17, 2018 to June 27, 2020), the City agrees to work with two representatives designated by the Union with the intent of completing a classification and compensation review of the Customer Service Specialist classification series. The Union believes that the classifications in his series have evolved substantially and warrant a classification and compensation analysis.

11.8.2 **Parking Meter Maintenance Worker & Traffic Maintenance Worker:** No sooner than one hundred and twenty (120) days after ratification of this Agreement (June 17, 2018 to June 27, 2020), and no later than nine (9) months after the ratification, the City agrees to work with two representatives designated by the Union to complete a compensation and classification review of the Parking Meter Maintenance Worker (Job Code 65050) and Traffic Maintenance Worker (Job Code 63080) classifications.

11.8.3 **Tool Lending Specialist and Mail Service Aide:** No sooner than one hundred and twenty (120) days after ratification of this Agreement (June 17, 2018 to June 27, 2020), and no later than nine (9) months after the ratification, Library management agrees to work with two representatives designated by the union to review the Tool Lending Specialist (Job Code 63010) and Mail Service Aide (Job Code 44010) classifications service needs and make a joint recommendation on staffing and service levels to the Board of Library Trustees.

## 11.9 Anniversary Dates

Step increases shall be effective, for payroll purposes only, on the first day of the pay period nearest to the anniversary date. Personnel records will maintain actual dates and will be used to resolve any discrepancies or questions that may arise.

## **SECTION 12: PAYROLL ERRORS**

To ensure that system or other errors which affect an employee's pay are processed in an efficient and effective manner, the City shall notify the affected employee(s) as soon as practicable. Payroll errors detected by an employee shall, as soon as practicable, be communicated to the employee's Departmental Payroll Clerk. In the case of under payments, the Payroll Clerk shall submit the appropriate adjustments as soon as practicable.

Payroll errors identified by the Auditor will be communicated to the employee either directly by Auditor staff or through the Departmental Payroll Clerk. Under payments will be processed as soon as practicable.

In the event of an overpayment, the Auditor's Office will notify the employee of the nature and the amount of overpayment and will determine a reasonable repayment schedule and inform the employee of the schedule directly, or through the Department Payroll Clerk. The affected employee shall be given an opportunity to discuss the schedule of repayment and, if necessary, to request an alternative repayment schedule. The total overpayment of \$100 or more shall be recaptured at the rate at which the overpayment occurred but not less than \$50 per pay period. For a total overpayment of \$99.99 or less, the overpayment shall be recouped in two (2) equal amounts over two consecutive pay periods.

Overpayments shall not be recaptured at a more rapid rate than the rate at which the overpayment occurred, except by permission of the affected employee. Should an employee with a repayment schedule leave the employ of the City before repaying the City the full amount of any overpayment, the outstanding debt shall be deducted from any salary and leave balances for which the employee would otherwise be paid upon separating from the City. Where an employee requests and the City concludes that s/he has justified a modified repayment schedule, the City may, in its sole discretion, permit exceptions to these standards.

The City and the Union agree that the City is authorized to recover any salary overpayment made to the employee from the employee's wages. In the event that (1) the employee does not respond within ten (10) working days of being notified of the overpayment, or (2) mutual agreement on the repayment schedule is not achieved within fifteen (15) working days of the employee being notified of the overpayment, the Auditor's Office will proceed to implement a reasonable repayment schedule.

## **SECTION 13: TEMPORARY, PROVISIONAL AND PROJECT BASED APPOINTMENTS, HIGHER CLASS ASSIGNMENT PAY AND TEMPORARY AGENCY EMPLOYEES**

### **13.1 Higher Class Assignments**

Department heads will work all employees within their classification. The City Manager or his/her designee shall approve higher-class assignments in advance.

### **13.2 Working in Higher Classification**

Departments with prior approval from the City Manager or City Manager's designee, may assign an employee to work in a higher class provided the employee meets the minimum qualifications for the assignment. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. To be eligible for higher-class pay, the employee must meet the minimum qualifications and perform a majority of the duties of the higher class to qualify. Employees shall be compensated for higher class pay on an hour-for-hour basis. An approved annual blanket authorization must be on file for any employee who is so assigned. Employees meeting these requirements will be compensated at the lowest step of the higher classification that provides at least a five percent (5%) differential for the time worked.

### **13.3 Temporary Appointments**

Temporary promotional vacancies that are available for a period of thirty-one (31) through ninety (90) days shall be filled from within the department that has the vacancy. The department may decide not to fill the vacant position at a promotional level. If the department decides to fill the vacant higher-class position, the selection shall be made from among those qualified departmental employees on the basis of merit, job knowledge and skills. If a selection cannot be made from within department staff, the department shall contact the Human Resources Department for additional candidates from other departments and the temporary appointment shall be made from among those employees.

Temporary appointment opportunities exceeding 90 days in bargaining unit classifications will be noticed in *Berkeley Matters* prior to making the temporary appointment. In cases where timing or other circumstances prohibit the use of *Berkeley Matters*, career employees on eligible and/or transfer lists for the specific classification will be notified directly of the temporary appointment opportunity prior to appointment and the opportunity will be published on the City's Intranet.

When a temporary vacancy is to be filled in a classification for which there is an existing eligibility list, the City shall attempt to make the temporary appointment from that list. Provided there are City employee applicants meeting the minimum

qualifications, temporary vacancies of greater than 90 days shall be filled by existing City of Berkeley employees from existing eligibility lists except as otherwise provided in Section 44 (Layoff). However, if no person is available for appointment, or if the hiring official is unable to select a person from the existing eligible list, the hiring official may select a qualified person from the labor market to fill the temporary vacancy.

#### **13.4 Provisional Appointments**

A career employee who is appointed to serve temporarily in a higher classification shall be designated as a provisional employee. No employee shall hold a provisional appointment in the same position for more than 12 months. The City Manager may extend the provisional appointment beyond this 12-month limitation with mutual agreement of the parties. No provisional appointment in the same position will be extended beyond 24 months, except where the employee in the provisional appointment is replacing an employee who is on the extended approved leave. No employee shall hold a provisional appointment(s) in one or more positions for more than 24 consecutive months within a 30 consecutive month period, except where the employee in the provisional appointment is replacing an employee who is on an extended approved leave.

An employee who holds provisional status in a classification shall receive step increases in such classification as if the employee held permanent appointment thereto.

The City does not guarantee a permanent promotion to the employee working as a provisional employee. An employee who is removed from a provisional appointment, shall have the right to be reinstated to his/her former classification at the appropriate pay level, before the provisional appointment. The employee shall suffer no loss of classification seniority in his/her original classification as a result of holding provisional status.

Upon career promotion to another class, an employee may request within 30 days to have any time served provisionally in the new class within the prior year credited to his/her class seniority.

#### **13.5 Working in a Classification outside the Bargaining Unit**

An employee provisionally appointed to a classification outside the bargaining unit shall work the work schedule and receive the salary of the classification of the provisional appointment. Such employees shall receive whatever vehicle assignments, subject to normal application and use procedures, which are associated with that higher position, and, if assigned in excess of 30 days, the employee shall be subject to the overtime provisions that apply to the higher-level classification. All the health and welfare benefits and all other terms and conditions

of employment set forth in this agreement shall apply to an employee provisionally appointed to a classification outside the bargaining unit.

**13.6 Temporary Assignment Training Pay**

For training purposes, employees not meeting all of the minimum qualifications for a supervisory position may be temporarily assigned for a minimum of three (3) consecutive working days, to perform the duties of supervisor and will receive a five percent (5%) increase in their current salary.

**13.7 Project Based Position Employee**

An employment status of “Project Based Position” means a position, regardless of funding source, of limited duration not to exceed three years to be utilized to complete a project or for an external grant funded position whose funding is uncertain as to amount or duration. An employee receiving an initial appointment to such “Project Based Position” may be terminated no later than upon completion of the project or the duration of the external grant funding but in any case no longer than three years from the date of the original appointment. An employee receiving an initial appointment to a Project Based Position shall be fully benefited. In the event of a layoff under Section 44, employees holding “Project Based Positions” will be terminated without right of recall prior to the layoff of any career employee, provided that a qualified career employee is available to fill the position. An employee holding a “Project Based Position” shall not be covered by the provisions of Section 44 (Layoff) and may be terminated for cause at any time by the City Manager. An employee appointed to a Project Based Position will be subject to the provisions of Section 2.1 of the Agreement.

If a career employee is appointed to a “Project Based Position” the City will be permitted to fill the vacated position with another “Project Based Position” appointment.

**13.8 Temporary Agency Employees**

An employee hired through a temporary agency shall not be retained longer than six (6) months, unless the employee is replacing a career employee on leave of absence or on a temporary assignment to another department. In no case shall the said retention period exceed the duration of the absence. The City will not attempt to extend the six (6) month period by replacing or exchanging temporary agency employees. However, nothing shall preclude temporary agency employees from competing for positions in the career service.

## **SECTION 14: HOURS AND DAYS OF WORK**

### **14.1 Rules**

Hours and days of work shall be governed by rules established by the City Manager or designee. (At the present time, hours and days of work are as shown in Exhibit E (Hours and Days of Work).)

### **14.2 Community Service Officers Assigned to the Jail**

Community Service Officers assigned to the Jail shall work shifts that are composed of eight (8) hours and fifteen (15) minutes each day. The shift shall include a thirty (30) minute lunch of which fifteen (15) minutes will be unpaid.

The City and the Union will continue to explore shift schedules that provide alternatives to the eight (8) hour and fifteen (15) minute shift.

### **14.3 Parking Division/Police Department**

The regular workweek for Parking Enforcement Officers shall include Sunday. Parking Enforcement Officers may be required to work between the hours of 7:00 a.m. and 10:00 p.m.; provided that regular shift premiums shall be applicable as set forth in Section 16, and shift selection shall be as set forth in Section 14.4, that is, Sunday work in the Parking Division will be assigned on the basis of inverse seniority unless more senior employees prefer to accept such work.

### **14.4 Shift Selection and Assignments**

Within a given classification, shift assignments (Swing, Night and Day) shall first be offered to employees by classification seniority on a voluntary basis. In the event shift assignments are not filled voluntarily, such shift assignments shall be made on the basis of inverse classification seniority.

14.4.1 In Unit J, the selection of shifts, days off and assignments, may be directed in order to ensure appropriate coverage of male and female staff for management of the City Jail facility.

#### **14.4.2 Types of Shifts:**

- a. **Swing shift** means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 5:00 p.m. and 12:00 midnight of each workday.

- b. **Night shift** means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 12:00 midnight and 7:00 a.m. of each workday.
- c. **Day shift** means any authorized work schedules assigned except rotating, swing, or night shifts as defined in this section.

#### **14.5 Clerical Unit Work Schedule**

For the Clerical Unit, a change in the daily work schedule that requires an employee to work beyond the regular work schedule shall not require the employee to flex his or her hours except by mutual consent of the employee and the supervisor. However, employees in work units that provide a six (6) or seven (7) day operation may be required to flex their work schedule, based on the needs of the work unit. Flexing of work schedule will be assigned on the basis of inverse seniority unless more senior employees prefer to accept such work. The required flexing of work schedules will be on a day-for-day basis. When an employee is required to work on a regularly scheduled day off, the department will provide the employee with an alternative day off in the same work week when the required flexing occurs.

In the event that the City changes a clerical employee's work hours on a permanent basis, the City will provide the employee notice at least thirty (30) calendar days in advance of the date of the change. For the purposes of this Section, the schedule change shall mean a change in the employee's work hours of at least one (1) hour. If the employee is unable to work the newly scheduled hours, the City will seek volunteers in the same classification in the Department or work area who are willing to work the newly scheduled hours. In the event that a volunteer exists, the new schedule shall be given to the volunteer. If no employee is able to work the new schedule, the City will offer the affected employee a transfer to a budgeted vacant position that is available to be filled as determined by the City Manager in the same classification in the City. If no vacancy exists, the employee's work hours will be changed as scheduled.

#### **14.6 Flexible Scheduling**

Employees shall be permitted to request variable working hours such as, but not limited to, 10 hours a day four days a week, job sharing, and working under a flexible arrangement. Flexible scheduling may also include the option of a one-half hour lunch break. This option shall be available in all departments in the City and will be considered seriously if all City functions within units can be accomplished through flexible scheduling.

**14.7 Shift Trades - Community Service Officer**

The Police Department policy on Shift Trades among sworn personnel shall be equally applicable among Community Service Officers.

**14.8 Work Assignment**

Each new employee shall be provided with a written description of his/her job class, and each supervisor shall discuss with the new employee the duties of his/her position as a part of the departments' orientation. Moreover, within 30 days of appointment to a new position and as part of the department orientation process, an employee in Representation Unit K1 or K2 may request a written description of the employee's major areas of responsibilities. The description of the employee's major areas of responsibilities may be amended from time to time based on the needs of the workunit and it is not intended to capture all duties that can be assigned to an employee that are within the scope of responsibility outlined in the employee's specific job classification.

**14.9 Building Maintenance**

For Building Maintenance Mechanics, Building Maintenance Mechanic Trainees, and Building Maintenance Supervisor: Hours of work will be adjusted effective January 7, 1990 to 37.5 hours per week. Monthly rate of pay adjusted to reflect actual hours.

Schedule of rotation and days off determined by the City, in the same general manner as currently applies to Electrical unit.

Effective June 29, 2008 each employee in the classifications of Building Maintenance Mechanic, Building Maintenance Mechanic Trainee and Building Maintenance Mechanic Supervisor shall have the option to retain a 37.5 hour work week schedule or to change his/her work schedule to forty hours per week with an increase in pay to reflect the additional hours. Additionally, any employee may increase to forty hours per week after July 1, provided that such change shall be made at the beginning of the pay period. An employee who has changed to a 40-hour workweek shall have a one-time option to return to a 37.5-hour workweek. If the employee exercises the option to return to 37.5 hours and then changes to a 40-hour workweek, the employee will remain at 40 hours per week for the remainder of his work time in the position. Any employee who is hired after June 29, 2008 will work a forty (40) hour per week schedule and will have no option to change his/her schedule to 37.5 hours.

The City and the Union may agree in writing to alternate work schedules other than those set forth in this agreement including a 9/80 work schedule which contains an 80 hour pay period with hours worked in 9 days. The City will take into consideration its operational needs, including the impact of potential overtime, in



deciding whether to approve an alternate work schedule. However, such alternate work will not be unreasonably denied.

#### **14.10 Daylight Saving Time**

14.10.1 **Spring:** In the Spring when transitioning to Daylight Saving Time (DST), employees working during the one (1) hour transition from Standard Time to DST will be paid only for actual hours worked. Employees working on a shift which includes the one (1) hour transition may be granted an option by the Department Head or his or her designee, to work an additional hour or use compensatory time, floating holiday, or vacation to make up the lost work hour.

14.10.2 **Fall:** In the Fall when transitioning from DST, employees working during the one (1) hour transition will be paid for all hours worked including overtime at one and one-half (1½) times the straight-time rate of pay for hours worked in excess of the regular workweek as set forth in Section 15 of this Agreement.

#### **14.11 Family Friendly and Environment Friendly Workplace**

The City shall comply with the applicable provisions of the Berkeley Family Friendly and Environmental Friendly Workplace Ordinance 13.101 to members of this bargaining unit. As such, employees may request variable working hours such as, but not limited to, 10 hours a day, four (4) days a week, flexing start and end times, and working under a flexible arrangement. Management may approve, in advance, an employees' request to temporarily flex their work schedule between the hours of 6:00 a.m. and 8:00 p.m. on a particular day, or over a specific period of time, by adjustment to the employee's start time and end time, or lunch break. Any denial of an employee's request for flexible scheduling shall explain the denial in a written response that sets out a business reason for the denial.

#### **14.12 Work Schedule Change**

Except as provided in Section 14.5 (Clerical Unit Work Schedule) and/or under emergency action as provided in Section 15.6 (Natural Disaster/Declared Emergency), the City will provide employees with at least a two (2) week advance notice of a permanent work schedule change.

## **SECTION 15: OVERTIME**

Employees required to work in excess of their basic workweek shall be compensated for such overtime services as follows:

### **15.1 Overtime Pay Eligibility and Rates**

Except for employees working an Assumed Work Day (Section 18 - Assumed Work Day) all work in excess of eight (8) hours in any 24-hour period, which begins with the employees' scheduled or actual starting time, whichever is earlier, shall be paid for at one and one-half (1½) times the regular rate for the first four (4) hours of such excess and at two (2) times the regular rate for the balance of such excess. This provision shall not be applicable when excess hours are required by a schedule adjustment requested by the employee or part of a regular flextime schedule requested by the employee. Regular flextime schedules which include work in excess of 10 hours in any day must be approved by the Union prior to requesting such a schedule.

See Appendix A and Appendix B for the scheduling of overtime for Maintenance Chapter employees in the Streets and Sanitation and Solid Waste and Recycling Divisions of the Public Works Department.

**15.1.1 Mandatory Overtime for Employees in Unit K1 and K2:** Except as otherwise provided in Section 15.2 (Compensatory Time), when an employee in Representation Unit K1 or K2 is directed to work in excess of his or her basic work week, the employee shall be paid at the rate of one-and-one-half (1½) times the employee's regular rate of pay. Based on the needs of the work unit, the manager may offer the employee being directed to work overtime the option of earning Compensatory time in lieu of overtime pay, subject to the maximum accumulation requirement in Section 15.2 (Compensatory Time).

### **15.2 Compensatory Time**

Compensatory time off may be earned in lieu of overtime pay at the rate of one and one-half (1½) hours for each overtime hour worked up to a maximum of sixty (60) hours of such compensatory time.

Accumulation of compensatory time off in excess of sixty (60) hours may be allowed at the discretion of the Department Head. Utilization of compensatory time shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the service. As used herein, sixty (60) hours is equal to ninety (90) hours of time off work. In the event of layoff or

termination, the employee shall be compensated for all compensatory time accrued but still unused.

Whether an employee shall be compensated for overtime by compensatory time off or by payment shall be at the sole discretion of the employee's Department Head.

Employees who have an accrued compensatory time bank shall be permitted, at the employee's option, to use such compensatory time in lieu of vacation time for any scheduled vacation days.

**15.3 Payment Upon Termination**

In the event that an employee resigns or is terminated, the employee shall be entitled to compensation for his or her accumulated overtime.

**15.4 Work Week**

For the purpose of computing overtime, the workweek shall be defined as beginning at 12:01 a.m. Sunday morning and ending at 12:00 midnight Saturday.

**15.5 Emergency Overtime**

Employees who are called from their living quarters for emergency work or duty on days other than normal work days or on normal work days outside of their regular work hours shall be paid emergency overtime compensation for actual time worked; provided, however, that in any case of emergency overtime as herein provided the minimum time for which such overtime compensation shall be paid shall be three (3) hours; and provided, further, that if such overtime work is performed prior to the beginning of the regularly scheduled work period and such overtime continues into such regularly scheduled work period without a break in service, compensation shall be paid only for the actual time worked. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

In the event that the employee on scheduled standby is not called, and another employee has been called to perform the emergency overtime assignment, both the employee who performed the assignment and the employee on scheduled standby status will receive the minimum overtime compensation as provided in Section 15.5.

**15.6 Natural Disaster/Declared Emergency**

If an emergency is declared by the City, county, state or national authority:

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

- 15.6.1 If an employee is called outside of normal working hours, the employee gets time and one half (1½) the normal rate of pay for the first whole shift regardless of the number of hours worked. If the employee is not called from home the regular rules apply (i.e., overtime for hours worked above eight in a day).
- 15.6.2 Thereafter: the first eight hours at regular rate and 7½% for hours worked between 5:00 p.m. and midnight; 10% for hours worked from midnight to 7:00 a.m. For hours greater than eight in a shift, the employee gets time and one-half (1½) the normal rate of pay but no shift differential on those hours above eight.
- 15.6.3 There will be no reduction in the number of hours in the regular work week schedule (either 32 for employees working a 37.5 hour work week or 40).

**15.7 Clerical Unit Overtime and Scheduling**

- 15.7.1 The parties recognize that employees may be required to work overtime from time to time and that employees may have personal constraints that limit the ability of the employee to work overtime.
- 15.7.2 The City will notify Clerical unit employees at least 5 days in advance of the need to work overtime. However, the parties acknowledge that there may be unforeseen, unpredictable circumstances which arise in which the City is unable to provide 5-day advance notice of the need for overtime. In such case the City will provide as much notice as possible of the needed overtime. The City will seek volunteers to perform the work. If no volunteers are available, overtime may be mandated based on the needs of the work.
- 15.7.3 The City will use flexible scheduling in the work unit to ensure coverage with the intent to limit overtime. The City shall solicit input from staff on flexible scheduling to set a schedule that works best for the employees and meets the needs of the division/department.

## **SECTION 16: PREMIUM PAY**

### **16.1 Shift Differential**

- 16.1.1 **Swing Shift:** Employees who regularly work a full shift of eight (8) hours or more on swing shift as defined in Section 14.4.2 (Types of Shifts), which includes four (4) hours or more between the hours of 5:00 p.m. and 12:00 midnight, shall be paid their regular salary plus seven and one-half percent (7½%) of their monthly salary per month.
- 16.1.2 **Night Shift:** Employees who regularly work a full shift of eight (8) hours or more on night shift as defined in Section 14.4.2 (Types of Shifts), which includes four (4) hours or more between the hours of 12:00 midnight and 7:00 a.m., shall be paid their regular salary plus ten (10) percent of their monthly salary per month provided, however, that in the case of any such employee who is regularly assigned to such night-shift work for less than an entire work week, the additional payment shall be made only for the portion of the work week worked on the night-shift assignment.
- 16.1.3 **Mechanical Sweeper Operator Shifts:** Employees in the classification of Mechanical Sweeper Operator (Job Code 63090) who regularly work a combination of a "swing" and "night" shifts, which shifts include eight (8) hours or more and further include four (4) hours or more between either the hours of 5:00 p.m. and 12:00 midnight (swing shift), or the hours of 12:00 midnight and 7:00 a.m. (night shift), shall be paid in addition to their regular salary, ten percent (10%) of their regular salary for those periods said employees work a combination of "swing" and "night" shifts.

### **16.2 Standby - Units D**

Except as provided below, employees in Unit D who are assigned to standby service shall be paid for such service an amount equal to ten (10) hours work during each week that they are assigned to such standby services at an overtime rate based upon their regular monthly salaries. For the purposes of this Section, week shall mean the seven (7) consecutive calendar days following assignment to standby service. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

Standby service shall mean being available for service outside of regular working hours at any time when called. If an employee assigned to standby service is not available when called or is unable or fails for any reason to perform the service when called, the employee shall not receive the standby pay provided for herein. Employees absent from work on vacation leave, compensatory time or sick leave will not be eligible to be assigned to Standby service.

The standby pay provided for herein is a minimum guarantee to an employee assigned to standby service. An employee assigned to standby duty shall receive ten (10) hours of overtime compensation in addition to any overtime worked while on standby. The City shall provide the standby employee with a vehicle. Said employee shall be responsible for taking all reasonable steps to insure the safety of the tools and equipment on that vehicle. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

**Scheduled Overtime during Standby:** The employee who is on scheduled standby status may perform scheduled overtime tasks on a voluntary basis. The standby premium shall not be pro-rated. If an emergency call occurs during the time that the employee is performing scheduled overtime tasks that call shall be paid at the time and one-half rate and not at the call back rate set forth in Section 15.5. If other employees are concurrently performing scheduled overtime tasks, the Director of Public Works may, at his or her discretion, assign the work to employees present within the City performing the scheduled overtime tasks at the regular overtime rate of pay.

### **16.3 Standby - Units K-1 and K-2**

With respect to employees in Units K-1 and K-2 only, the City agrees to arrange for standby compensation prior to any requirement that employees be assigned standby duty.

### **16.4 Emergency Standby – Unit J; Unit D Parking Enforcement Officers and Unit D Parking Enforcement Supervisors**

Employees in Unit J and Unit D Parking Enforcement Officers and Unit D Parking Enforcement Supervisors who are assigned to Emergency Standby service by the department shall be paid or given compensatory time off for being placed on Standby status as follows:

16.4.1 An employee in Unit J; and Unit D Parking Enforcement Officer and Unit D Parking Enforcement Supervisor who is placed on Standby service by the department on his or her regular scheduled work day shall be paid for a minimum of one hour and at a one-quarter time rate (i.e., 0.25 multiplied by

the hourly rate and multiplied by the number of hours placed on Standby status).

16.4.2 An employee in Unit J as well Unit D Parking Enforcement Officer and Unit D Parking Enforcement Supervisor who is placed on Standby service by the department on his or her regularly scheduled day off shall be paid for a minimum of two (2) hours at a one-quarter time rate (i.e., 0.25 multiplied by the hourly rate and multiplied by the number of hours placed on Standby status).

16.4.3 An employee in Unit J as well as a Parking Enforcement Officer and Parking Enforcement Supervisor in Unit D who is placed on Standby service as provided for in 16.4.1 and 16.4.2 above, is required to be available for service outside of regular working hours at any time when called and during the period of time as specifically assigned by the supervisor. If an employee assigned to Emergency Standby service is not available when called, is unable to respond, or fails for any reason to report for duty when called, the employee shall not receive the Emergency Standby pay provided for herein. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

## **SECTION 17: SPECIAL ASSIGNMENT PAY**

### **17.1 Bilingual Premium Pay**

17.1.1 An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, routinely and consistently as part of his or her regular job assignment as determined by the City will receive a Bilingual Premium Pay Differential of 5%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 5% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

17.1.2 An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, when either a) assigned by management, or b) at the request

of the employee with the supervisor's agreement, or, c) after a job audit and who must utilize these skills on an occasional basis will receive a Bilingual Premium Pay Differential of 2%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 2% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

- 17.1.3 The bilingual premium will not be applicable under any circumstances except to an employee who possesses second language competency. Management reserves the right to test for second language appropriate competency prior to a Bilingual Premium Pay Differential.
- 17.1.4 The City may designate an employee to receive either the 5% or 2% Bilingual Premium Pay Differential on a temporary basis for a specified period provided the employee met the requirements contained in the first or second paragraph of this Section.

## **17.2 Mental Health Clinics Differential**

Employees in Unit K-1 or K-2 who are regularly assigned to work in Mental Health Programs, in direct contact with clinic patients, shall receive a five percent (5%) differential. This Mental Health Clinics Differential will be reported to CalPERS as Hazard Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

## **17.3 Summer Youth Supervision Differential**

Employees who supervise two or more Summer Youth or Court Assignees shall receive a five percent (5%) differential. This Summer Youth Supervision Differential will be reported to CalPERS as Lead Worker/Supervisor Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

## **17.4 Construction Equipment Operators Differential**

Construction Equipment Operators shall receive a seven and one-half percent (7½%) differential for hours worked operating the D-8, the Tracked Front End Loader, the Low Boy Tractor Trailer and grader effective January 1, 1991. This Construction Equipment Operators Differential will be reported to CalPERS as Heavy/Special Equipment Operator Special Assignment Pay. However, any hours



worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

## 17.5 Training

17.5.1 **Training Differential:** Employees assigned in writing by the department head and approved by the Director of Human Resources as qualified trainers or instructors for specific specialized skills (identified by departments in consultation with Human Resources) shall be compensated for hours actually worked training at five percent (5%) differential. This Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.5.2 **Public Safety Dispatcher Police Desk Training Premium:** Employees in the classification of Public Safety Dispatcher II and assigned in writing by the Chief of Police of his or her designee and approved by the Director of Human Resources as qualified trainers or instructors for specific specialized skills on the Police Desk shall be compensated for hours actually worked training at ten percent (10%) differential. This Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

## 17.6 Sewer Work Pay

Streets and Sanitation Division personnel assigned through annual designation to sewer work (any work in the sewer involving installing, repairing, rodding, and jetting) shall be paid a premium of ninety cents (\$0.90) per hour which premium shall be added to and considered a part of their pay. Personnel assigned intermittently to sewer work during regular duty hours shall be paid ninety cents (\$0.90) per hour premium pay for each regular hour worked that day for a minimum of eight (8) hours. Personnel assigned intermittently to sewer work during overtime shall be paid at time and one-half times the sewer premium pay. This Sewer Work Pay will be reported to CalPERS as Sewer Crew Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.7 Parking Enforcement Training**

The City to pay 5% differential to Parking Enforcement Representative assigned to train new employees in lieu of Supervisor and Assistant Supervisor. This Parking Enforcement Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.8 Smog Technician License Premium Differential**

Employees in the classifications of Mechanic, Mechanic Supervisor or Service Technician who obtain and maintain a valid California Basic Area Smog Technician License issued by the Bureau of Automotive Repair shall receive a 2% differential to normal base salary. This Smog Technician License Premium Differential will be reported to CalPERS as Mechanic Premium Educational Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.9 Special Response Team**

An employee in Representation Unit J who is assigned as an active member of the Special Response Team (SRT) shall receive a five percent (5%) salary differential when involved in an active SRT incident. If an employee is assigned as a member of the SRT while on regular duty and not while on overtime, those hours worked as a SRT member on regular duty shall be reported to CalPERS as Hazard Premium Pay.

**17.10 Longevity Pay**

Effective June 28, 2009, employees completing twenty-four (24) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twenty-fifth (25<sup>th</sup>) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.

**17.11 Roll Off Container Truck**

An employee in the classification of Solid Waste Truck Driver who is assigned to operate the Roll Off Container Truck in the Solid Waste Division of the Public Works Department shall receive a differential of \$45 per month. This Roll Off Container Truck Differential will be reported to CalPERS as Heavy/Special Equipment Operator Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.12 Handling of Narcotics Evidence in the Police Department Property Room**

A Community Service Officer and Community Service Officer Supervisor assigned to the handling of Police records of narcotics evidence in the Police Department Property Room will receive a differential of three percent (3%). This differential will be reported to CalPERS as Police Records Assignment Premium Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.13 Special Class Commercial Driver’s License Premium**

Effective June 26, 2011 employees required to possess and maintain a valid California Class A or Class B Commercial Driver’s License as a condition of employment shall receive a three percent (3%) differential to base pay. This differential shall be reported to CalPERS as Special Class Driver’s License Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.14 Emergency Medical Dispatching**

In the event Berkeley takes responsibility for emergency medical dispatching, the City and the Union agree to meet and confer over impacts on current terms and conditions of employment.

**17.15 Commercial and Residential Route Refuse Collector Premium**

Effective June 19, 2016, employees in the classification of Solid Waste Worker assigned to a Commercial or Residential Collection Route in the Zero Waste Division of the Public Works Department shall receive a two percent (2%) differential when assigned and performing duties on a Commercial or Residential Collection Route. Effective June 18, 2017, the differential shall be increased by an additional two percent (2%), for a total of four percent (4%). This Commercial and Residential Route Refuse Collector Premium will be reported to CalPERS as Refuse Collector Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

**17.16 Hazardous Substance Special Assignment Pay**

Employees assigned to a Citywide coordinated response to perform clean up services of established encampments shall receive a three percent (3%) salary differential to base pay for actual hours worked.

**17.17 One-Time Dispatcher Retention Bonus**

Effective upon ratification of this agreement, Public Safety Dispatcher II and Supervising Public Safety Dispatchers who have completed five (5) years of service in their classification shall receive the following one-time retention bonuses:

July 2019 \$750 minus applicable taxes\*  
July 2020 \$750 minus applicable taxes\*

\*Such amounts shall not be reported as PERSable compensation to CalPERS.

This Section 17.17 shall become null and void at the expiration of the contract on June 27, 2020 and shall not be included in a successor MOU unless negotiated and agreed to by both Employer and the Union.

## **SECTION 18: ZERO WASTE**

### **18.1 Assumed Work Day**

The City and the Union agree to continue the practice of the Assumed Work Day for employees in the Solid Waste Division of the Public Works Department assigned to residential and commercial collection routes and to Tractor Trailer Drivers assigned to transport solid waste to the landfill. For the purpose of this Agreement, an Assumed Work Day means an employee is assumed to have worked a shift of at least eight hours regardless of actual hours worked when assigned to residential and commercial collection routes or to a Tractor Trailer Driver assigned to transport solid waste to the landfill.

For employees assigned to an Assumed Work Day schedule, the following conditions apply with respect to compensation:

- 18.1.1 Overtime will be paid at one and one-half (1½) times the normal hourly rate for all hours worked over 40 in a week. For the purposes of this Section, the 40 hour work week includes all hours in a paid status except as provided in paragraph 4 below.
- 18.1.2 Overtime will also be paid for all hours worked on another regularly assigned residential or commercial collection route or different assignment on completion of the route assigned at the beginning of the shift. The rate of such compensation shall be determined by calculations made pursuant to the Fair Labor Standards Act (FLSA) and specifically 29 C.F.R. Section 778.312(a)(1).
- 18.1.3 If an employee is required to work on a Holiday as provided in Section 20.1.1 through 20.1.13 of this Agreement, the employee shall be compensated for overtime as provided in paragraphs 1 and 2 of this

Section, and shall be compensated at the Holiday overtime rates set forth in Section 20.4 of this Agreement.

- 18.1.4 Those employees who are not regularly assigned to an Assumed Work Day schedule and who are given a temporary assignment to an Assumed Work Day schedule on a given day will be compensated on an Assumed Work Day basis as provided in this Section provided that at least 50% of the Assumed Work Day assignment has not been completed on a residential or commercial collection route or any trip to the landfill after the second daily trip.

## **18.2 Zero Waste Route Bid**

A Route Bid to determine Zero Waste Division collection route assignments will be conducted on a yearly or as needed basis due to the needs of the work unit. The parties acknowledge that if significant operational changes are occurring, for the purpose of maintaining continuity of service, the Route Bid may be delayed. Employees in a paid status at the time the Route Bid is issued may bid on a collection route in the Zero Waste Division.

A Route Bid Selection Criteria may include, but is not limited to the following:

- a) Seniority in Class
- b) Date of Hire (Drivers only)
- c) Attendance
- d) Safety Record

The parties agree to meet and confer over the impacts on route assignment as a result of either an elimination or creation of routes.

Details pertaining to how the Zero Waste Collection Route Bid is conducted are contained in Zero Waste Division Route Bid Selection Standard Operating Procedures regarding route bid selection.

## **18.3 Zero Waste Vacation Scheduling**

Zero Waste shall designate an annual vacation schedule as outlined in the Zero Waste Division Standard Operating Procedures.

## **18.4 Solid Waste Worker / Driver Check-Off**

Employees hired into the classification of Solid Waste Worker shall be provided with behind the wheel truck driver training within 180 days of appointment to the career classification.

**18.5 Truck Driver Safety**

Any driver who believes his or her truck is unsafe to operate shall immediately cease driving and notify his or her immediate supervisor. The driver shall be reassigned to another truck while his or her truck is out of service for safety reasons. The truck taken out of service for safety reasons, shall not be driven until cleared by the mechanic on duty. If the employee disagrees with the City's clearance of the truck for safety reasons and is directed to operate it, the employee or the Union on behalf of the employee may request a meeting with the City's Safety Officer or his or her designee within 24-hours of the directive. At the employee's request, such meeting may include the employee's Union representative.

## LEAVES

### **SECTION 19: VACATION**

#### **19.1 Eligibility**

All employees who have worked for the City six (6) months or more and have worked half-time or more in the preceding calendar year shall be entitled to vacation leave.

#### **19.2 Scheduling**

The times during the calendar year at which an employee shall take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the service. Wherever practical, employees working in the same classifications within a division shall be given preference of vacation time by seniority. If the requirements of the service are such that a Department Head cannot permit an employee within the department to take an annual vacation leave or any part of such leave within a particular calendar year, the City Manager may permit such employee to take the deferred vacation during the following year.

With advance supervisory approval, vacations may be in increments of one (1) hour.

#### **19.3 Accrual**

The vacation accrual rate shall be as follows:

<b>Years of Service</b>	<b>Authorized Annual Vacation (in work weeks)</b>	<b>Vacation Leave Credits (in workdays per month of svc.)</b>	<b>Vacation Leave Credits (in hours earned per month of svc.)</b>
Through the first three years of service	2	0.833	6.667
Fourth through eleventh years of service	3	1.25	10
Twelfth through seventeenth years of service	4	1.667	13.333
Eighteenth through twenty-fourth years of service	5	2.083	16.667

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Years of Service	Authorized Annual Vacation (in work weeks)	Vacation Leave Credits (in workdays per month of svc.)	Vacation Leave Credits (in hours earned per month of svc.)
Twenty-fifth year of service and each year thereafter	6	2.5	20

**19.4 Eligibility - First Two (2) Years**

Each employee, during that portion of the calendar year in which the employee was originally appointed and during that next succeeding calendar year, shall be entitled to vacation leave credits at the rate of .833 work days for each calendar month of service. Each such employee shall be entitled to take, during these two (2) calendar years, only such annual vacation leave as the employee earns.

After two (2) years of service, employees may request, and upon approval, to take up to a maximum of two (2) weeks of their annual vacation, in advance of actual earning. Approval of requests for advance vacation shall be solely at the discretion of management.

**19.5 Eligibility - Effects of Part-Time and Interrupted Service**

For an employee who has worked on a part-time or intermittent basis or has been on leave of absence without pay for a total of six (6) months or more or who has been terminated and subsequently reemployed, the actual years of service with the City shall be used for the purpose of computing length of service in determining eligibility for vacation at the two (2), three (3), four (4), five (5) and six (6) weeks' rate.

19.5.1 Employees working on an intermittent or part-time basis who have worked half-time or more in the preceding calendar year without termination of employment, shall be entitled to a prorated vacation leave based upon the actual years of service with the City and upon the actual amount of time worked in the preceding calendar year.

19.5.2 For the purpose of computing length of service in determining eligibility for vacation at the two (2), three (3), four (4), five (5) or six (6) weeks' rate, time spent on extended military leave shall be counted as time spent in the service of the City.

**19.6 Holidays during Scheduled Vacation**

In the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly. The provisions of this Section shall not apply to those



positions in which holidays, due to the necessities of public health and safety, are normal working days.

### **19.7 Maximum Accumulation**

Employees may defer vacation earned to a maximum cumulative total of eight (8) weeks. An employee who has attained maximum accumulation may be required to take all excess earned vacation or receive pay in lieu thereof at the option of the City. Not later than October 1 of each year, the City will advise employees who have attained a maximum accumulation of vacation whether such excess earned vacation must be scheduled as time off prior to the end of the year. Such time off shall be scheduled in accordance with the provision of Section 19.2 (Scheduling).

The City shall require all employees to reduce their accrued vacation balances to no more than 320 hours, as of the last pay period in February of each year of this Agreement. To effectuate the requirement that employees not accrue more than 320 hours vacation leave, the parties agree that not later than November 15 of each year of this Agreement, the City will provide the Union and Department Heads with a report identifying all employees who have accrued two hundred and eighty (280) hours of vacation leave and appear in danger of exceeding the 320 hour limit. Employees who have accrued 280 hours of vacation leave, as of that date, will be advised by their supervisor that they must take vacation leave to reduce their vacation leave accrual by February of the following year.

Supervisors should be flexible in granting employee vacation requests to those employees above, or approaching the 320 hours limit, and further, that with regard to employees who are in danger of exceeding the 320 hour limit, no vacation request by such an employee shall be unreasonably denied. If an employee who is in danger of exceeding the 320 hour limit fails by December 31 of each year of this Agreement to schedule a vacation to be taken before the last pay period in February of each year of this Agreement, the City has the authority to direct the employee to go on vacation leave to reduce the employee's accrued vacation.

If, due to operational necessity, a department head denies an employee vacation leave and does not provide the employee with an alternate vacation date, and as a result causes the employee to exceed the 320 vacation leave limit, said employee shall nonetheless be entitled to use that vacation leave in the next calendar year to the extent necessary to reduce their accrued vacation to not more than 320 hours.

### **19.8 Effect of Military Leave or Break In Service**

An employee who has returned from extended military leave or any other extended leave of absence without pay or who has been reemployed or reinstated shall be entitled, during the calendar year in which the employee returns to the City service,

to a prorated vacation based upon the total years of service with the City and upon the total number of months of actual service with the City during the said calendar year. For succeeding calendar years, vacation shall be as provided in this Section 19.

**19.9 Payment / Reimbursement Upon Termination or Extended Leave**

If after six (6) months of continuous service, an employee is terminated, or is granted an extended military leave or other extended leave of absence without pay, such employee or his or her estate shall be paid for vacation credits in excess of the actual amount of vacation leave taken or such employee or his or her estate shall reimburse the City for the actual amount of vacation taken in excess of vacation leave credits, as the case may be.

Upon termination, extended military leave or other extended leave of absence without pay, vacation leave credits shall be totaled, and the actual amount of vacation leave taken, including any that may have been taken during the year in which the termination, extended military leave or other extended leave of absence without pay occurs, shall be deducted from the total credits. If the credits exceed the actual amount of vacation leave taken such employee or his or her estate shall be paid for the excess of credits on the basis hereinafter set forth. If the actual amount of vacation leave taken exceeds the credits, such employee or his or her estate shall reimburse the City on the same basis.

The basis for such payment by the City or for such reimbursement to the City shall be as follows:

The employee's normal hourly rate at date of termination, extended military leave or other extended leave of absence without pay, and multiplied by the number of vacation hours accrued but not used.

Upon termination, extended military leave or other extended leave of absence without pay, payment for excess of vacation leave credits shall be made in a lump sum at time of termination, extended leave without pay, or as soon thereafter as possible; provided, however, that an employee may elect to use excess vacation leave credits prior to termination, extended military leave or other extended leave of absence without pay, to the extent permitted by this Section 19 and receive a lump sum payment for the balance of vacation leave credits, if any. Notwithstanding the foregoing, accumulated but unused vacation credit at the time of retirement shall be paid off in a lump sum.

**SECTION 20: HOLIDAYS**

**20.1 Recognized Holidays**

Recognized holidays for employees in Representation Units D, J, K-1, and K-2 shall be:

- 20.1.1 New Year's Day
- 20.1.2 Martin Luther King, Jr.'s Birthday (3rd Monday of January)
- 20.1.3 Lincoln's Birthday
- 20.1.4 Washington's Birthday - observed on the 3rd Monday in February
- 20.1.5 Malcolm X's Birthday - observed on the Monday or Friday nearest May 19
- 20.1.6 Memorial Day
- 20.1.7 Independence Day
- 20.1.8 Labor Day - observed on the first Monday in September
- 20.1.9 Indigenous Peoples' Day - observed on the second Monday in October
- 20.1.10 Veterans Day
- 20.1.11 Thanksgiving Day
- 20.1.12 The day after Thanksgiving Day
- 20.1.13 Christmas Day

**20.2 Paid Status**

In order to be eligible for holiday pay, an employee must be on paid leave status on his or her regularly scheduled workday before the holiday.

**20.3 Floating Holidays**

Effective January 1, 1988, employees shall be granted three (3) floating holidays each calendar year.

Employees in the competitive service who have worked for the City six (6) months or more shall be granted three (3) floating holidays each calendar year. In the first calendar year of employment, employees shall be granted pro rata floating holidays as follows: Hired January 1 through April 30 – 3 days; hired May 1 through August 31 - 2 days; hired September 1 through December 31 - 1 day. Employees may take floating holidays in one-hour increments.

**20.4 Effects of Work Week**

Employees whose workweek is Monday through Friday shall be allowed all holidays with pay which fall within such work week. Those employees whose work week is other than Monday through Friday shall be entitled to the same number of holidays, with pay, during each calendar year as are allowed to employees whose work week is Monday through Friday. The procedure for allowing holidays for

employees whose workweek is other than Monday through Friday shall be established by the City Manager.

**20.5 Compensation for Holiday Work**

An employee required to work on any day which is a holiday for employees whose work week is Monday through Friday shall be paid for the number of hours worked during such day at the rate of one and one-half (1½) times the straight-time rate, based upon the employee's regular monthly salary, or shall be granted compensatory time off in an amount equal to one and one-half (1½) times the number of hours worked on such holiday. Any employee who works on Christmas Day or Thanksgiving Day shall be paid double time for that day. The hours worked on such a holiday and paid at the rate herein provided shall not be credited in computing the hours worked in the week for overtime purposes.

The holiday pay provided for shall be in addition to an employee's regular salary. In the event that the time worked on such a holiday is also overtime, as provided in Section 15 of this Agreement, payment will be made for the hours worked either as overtime under said Section 15, or as holiday pay under this Section 20, but will not be made under both Sections.

**SECTION 21: SICK LEAVE**

**21.1 Eligibility**

Any employee shall be entitled to take sick leave with full pay in case of sickness, disability, or serious illness within the immediate family of the employee in accordance with the provisions of Sections 21.2 (Accrual) to 21.6 (Family Sick Leave), inclusive.

**21.2 Accrual**

Each employee shall be credited with one (1) working day of sick leave with full pay for each month of service.

For the purposes of this Section 21, a month of service shall mean thirty (30) consecutive calendar days in the case of employees working on full-time or part-time basis, and shall mean 173 hours of work in the case of employees working on an intermittent basis.

**21.3 Use - Part-Time and Intermittent Employees**

An employee working on a part-time basis shall be entitled to use earned sick leave only on a pro rata basis; for example, if an employee works half time the employee shall be paid for time off on sick leave on a half-time basis.

An employee who works on an intermittent basis shall be entitled to use earned sick leave only for those days on which the employee would have worked if the employee had not been sick; provided, however, that an employee working on an intermittent basis who works only when called shall be entitled to use earned sick leave only when the employee becomes sick after reporting to work in response to such call.

#### **21.4 Accumulation / Cancellation / Restoration / Payout**

21.4.1 Such sick leave as provided in Section 21.2, when not used shall be cumulative; but the accumulated unused period of sick leave shall not exceed two hundred (200) working days, regardless of the length of service. When the maximum of two hundred (200) working days has been reached, and there after part of said maximum has been used, the used part of said maximum may subsequently be replenished at the applicable rate provided in Section 21.2.

21.4.2 Except as otherwise provided below, all accumulated sick leave shall be canceled when an employee terminates or is terminated, except that employees retiring or voluntarily terminating with a vested pension and at least twenty (20) and not more than twenty-eight (28) years of service shall be entitled to receive payment at retirement or termination with a vested pension of thirty eight percent (38%) accumulated unused sick leave days, but not in any case more than thirty eight percent (38%) of the two hundred (200) day maximum accumulation. Employees who voluntarily separate from service with a vested pension and at least twenty-eight (28) years of benefited City of Berkeley service shall be entitled to receive payment in an amount equal to 50% of their accrued sick leave days up to a maximum of two hundred unused sick leave days. The employee may choose to convert unused sick leave to retirement credit as provided by CalPERS in Government Code Section 20965.

The City has established an Internal Revenue Code Section 401(a) plan and trust agreement to address the liquidation of sick leave at time of retirement and has received a Determination Letter and a Private Letter Ruling on the plan and trust agreement. This provides employees with an irrevocable option to defer accrued but unused sick leave at time of retirement into a 401(a) plan or be paid out the balance of the accrued but unused sick leave less withholding of applicable federal and state taxes.

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

- 21.4.3 Any employee retiring on permanent disability arising out of and incurred in the course and scope of his employment with the City shall be entitled to receive payment at retirement for thirty eight percent (38) of accumulated unused sick leave days, but not, in any event, more than thirty eight percent (38%) of the two hundred (200) day maximum accumulation. Employees retiring on permanent disability arising out of and incurred in the course and scope of their employment with the City with at least twenty-eight years of benefited service shall be entitled to receive payment in an amount equal to 50% of their accrued sick leave days up to a maximum of two hundred unused sick leave days.
- 21.4.4 Employees who regularly work one-half ( $\frac{1}{2}$ ) time or more and who have attained the two hundred (200) day maximum sick leave accumulation shall be entitled to receive payment for one-third ( $\frac{1}{3}$ ) of the first twelve (12) days of sick leave days, or if earning sick leave at the rate of two working days for each month of service, one-third ( $\frac{1}{3}$ ) of the first twenty four (24) days of sick leave days, for which they become eligible, do not use and would otherwise forfeit because of the two hundred (200) day maximum limitation. Determination of eligibility for such payment shall be made on an annual calendar-year basis, and payment for such sick leave for any calendar year shall be made no later than January 22nd of the following year. Such payment shall be made at the employee's salary rate in effect on the preceding December 31st and shall be made only in units of whole days and will not be made for any fraction of a day. However, the liquidation of accrued sick leave at time of retirement as provided in Section 21.4.2 will not result in a payout of accumulation of sick leave as provided in this Section.
- 21.4.5 Accumulated sick leave which has been canceled by reason of an employee's layoff in accordance with Section 44 shall be credited back to such employee if the employee returns to City employment within three (3) years of such layoff.

**21.5 Purpose / Definitions**

Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be allowed only in case of sickness or disability or in the case of serious illness within the immediate family of the employee.

**21.6 Family Sick Leave**

Not more than fifteen (15) working days (120 hours) in any calendar year may be taken as sick leave because of the illness of a member of the employee's immediate family. The immediate family of an employee, for the purpose of this Section, shall be defined as: a dependent residing in the employee's household or

parent, spouse, son or daughter, domestic partner or niece or nephew residing in the employee's household.

**21.7 Bonus for Unused Sick Leave**

For every six (6) months of perfect sick leave attendance, the employee will receive eight (8) hours of bonus time. This bonus time will be prorated for part-time employees. Such bonus time can be used for any leave purpose covered by this Agreement. Such bonus time shall be counted as vacation leave credits for purposes of determining eligibility for carry-over and liquidation at time of termination of employment. Such crediting shall occur no later than 45 working days after having been earned.

**21.8 Injury Incurred In Outside Employment**

No sick leave shall be allowed for time off for an injury incurred while working for another employer, provided that such injury is covered by the Workers' Compensation laws of the State of California, or other provision for payment for time off because of such injury is made by such other employer. In the event such injury is not covered by the Workers' Compensation laws of the State of California, and no other provision for payment for time off because of such injury is made by such other employer, sick leave in accordance with the provisions of this Section shall be allowed only if such outside employment has been approved by the City.

**21.9 Notice Required**

In order to receive compensation while absent on sick leave, the employee shall notify his/her Department Head prior to or within four (4) hours after the time set for beginning his or her daily duties, or as may be approved by the Head of his or her department. The employee will make every reasonable attempt to directly contact his or her designated supervisor within one hour of beginning of shift.

**21.10 Absenteeism / Sick Leave Abuse**

The City may establish a reasonable program for the control of abuse of sick leave and absenteeism, subject to Union review and comment.

21.10.1 The Union and the City agree to meet during the term of this 2015 through 2018 agreement, beginning no later than 90 days after Union ratification and Council approval on its regular agenda, on the City's practice with regard to the control of abuse of sick leave and absenteeism. This Section 21.10.1 shall sunset as of June 16, 2018.

**21.11 Calculations**

All sick leave shall be calculated upon actual paid hours. This provision shall go into effect upon implementation of necessary data processing changes.

**21.12 Voluntary Leave Exchange for Catastrophic Illness:**

21.12.1 Recovery Time Transfer is that system whereby an employee grants time from earned compensatory or vacation leave to another employee. Such transfer of time shall be limited to situations where the recipient of the transfer is, by reason of illness or injury, threatened with the loss of earnings due to his/her exhaustion of employment benefits. Such time transfer request must be in writing, and subject to the approval of the City Manager/Director of Library Services/Executive Director of the Rent Board. Such approval shall not be unreasonably denied. Such transfer shall be credited to the recipient at the donor's rate of pay. Recovery Transfer Time will not be used for industrial injuries or illnesses. The use or receipt of Recovery Transfer Time shall not preclude possible medical separation of the recipient employee. The City reserves the right to require medical verification by a qualified medical practitioner of the recipient employee's medical condition. The City may transfer an employee receiving Recovery Transfer Time into another position in the same classification.

21.12.2 An employee may donate accrued but unused sick leave as Recovery Transfer Time subject to the following conditions:

- a. The employee donating sick leave must maintain a sick leave balance of at least 120 hours after the donation of leave for Recovery Transfer Time. An employee donating sick leave coincidentally with terminating employment with the City shall be limited to a sick leave donation of no more than forty (40) hours regardless of the sick leave donation option(s) used.
- b. An employee may donate compensatory time off and/or vacation leave time; or
- c. An employee may donate up to forty (40) hours of sick leave per calendar year and be charged hour per hour for each hour of sick leave donated; or,
- d. After the first forty (40) hours of sick leave are donated, an employee may donate sick leave but the employee will be charged two hours of sick leave for each hour of sick leave donated for use as Recovery Transfer Time.



**SECTION 22: WORKERS' COMPENSATION**

Workers' Compensation payments shall commence according to law. Payments under the Workers' Compensation law for temporary disability, or a recurrence thereof, arising out of and in the course of employment, shall be paid for a period not to exceed 365 days at a maximum payment of the employee's pre-disability pay, but shall not exclude any salary adjustment to which the employee is entitled. Thereafter, the employee will continue to receive only the temporary disability payments provided under State Law and the City will cease to pay the difference. Temporary disability payments plus the moneys paid under the City's salary continuation program shall be equivalent to the employee's regular pre-disability pay. However, salary continuation payments above the statutorily required temporary disability payments shall not be reported by the City to CalPERS as compensation. In determining the employee's pre-disability pay the City may use either pre-disability net or gross pay based on administrative capabilities. This decision shall be applied uniformly and is not intended to reduce salary continuation benefits below those in effect under the prior Agreement.

**SECTION 23: STATE DISABILITY INSURANCE**

**State Disability Insurance Integration:** Any employee who is absent due to personal illness for more than seven (7) days (or for any period of time if hospitalized) may apply for State Disability Insurance benefits. Application forms shall be available from Human Resources.

The City shall integrate the employee's pay with the employee's State Disability benefits upon receipt of the "Notice of State Disability Claim Filed" in the following way:

- 23.1 The City will determine the weekly State Disability Insurance benefit amount based on the amount of wages earned with the City of Berkeley in the State Disability Insurance base period.
- 23.2 Where employee has accrued sick leave, the weekly benefit will be subtracted from the employee's normal weekly wage and the amount necessary to bring the total of State Disability plus wages to 100% will be deducted from the sick leave and paid on normal City payroll.
- 23.3 When employee receives State Disability Insurance check, he or she will contact payroll if the amount of the benefit is anything other than the maximum amount and payroll will make up the difference from sick leave, vacation, or comp time if the employee has any accrued to use for this purpose.

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Any employee entitled to State Disability Insurance shall receive in addition thereto such portion of his or her accumulated sick leave as will meet but not exceed, the standard earnings of the employee for his or her normal work week, up to a maximum of five (5) days.

- 23.4 An Employee may integrate his/her vacation or comp time with State Disability Insurance as set forth above. If an employee wishes to exercise this option, he/she must notify the City prior to exhausting his/her sick leave integration.

## **SECTION 24: BEREAVEMENT LEAVE**

In the case of death within the immediate family of an employee such employee shall be entitled to remain absent from duty with pay in order to grieve the passing of a loved one, for a period not exceeding three (3) working days, or in the case of a funeral or memorial service conducted out of the State of California, for a period not exceeding five (5) working days. Bereavement leave need not be taken in consecutive days but shall be taken within twenty (20) working days of the death of the family member. The immediate family of an employee, for the purpose of this Section, shall be defined as a dependent or wife, husband or domestic partner, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandchildren, aunts and uncles.

In order to be eligible for Bereavement Leave as noted above, employees are required to complete and submit the City of Berkeley Bereavement Leave Statement as provided in the City policy. Employees shall not be required to provide an obituary.

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

In special cases, with the approval of the Department Head, the City Manager may grant a death leave to allow an employee to attend funeral or memorial services because of the death of a person not included within the definition of the immediate family.

## **SECTION 25: MILITARY AND MARITIME LEAVE**

Military and Maritime Leave shall be governed by the provisions of the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and any regulations promulgated to implement the Act, and the California Military and Veteran's Code.

**SECTION 26: PARENTAL LEAVE**

A continuous leave of up to one year will be granted to any employee with one (2,080 hours) or more years of employment with the City (or equivalent in the case of part-time employees) upon the birth of a child or the adoption of a child who is five (5) years or younger, providing that:

- 26.1 the one year parental leave must commence no later than thirteen (13) months from the date of birth or adoption and must expire no later than twenty-five (25) months from the date of the birth or adoption, and
- 26.2 approved parental leave shall not be deducted from the Seniority Service Date, and
- 26.3 to be eligible to exercise their rights under this Section, employees must provide thirty (30) working days notice prior to the anticipated commencement date of the parental leave, when possible.

The employee, at his or her option, may request that all or any portion of sick leave (up to a maximum of two hundred (200) days) or vacation leave that he or she has accumulated be paid in the same manner as it would if he or she had been absent due to illness or on vacation during the leave. In the event both parents are employed by the City, nothing in the Personnel Rules and Regulations shall prohibit both employees from taking simultaneous parental leave.

The foregoing leave shall be granted upon medical certification of pregnancy or the presentation of legal evidence of adoption.

During approved parental leave, after all earned leaves (except sick leave) are exhausted, the City agrees to maintain life and health insurance coverage for the duration of the approved parental leave, subject to any regular participation requirement of the employee. Thereafter the City agrees to continue coverage for the employee at the employee's expense.

**SECTION 27: LEAVE OF ABSENCE WITHOUT PAY**

**27.1 Request**

Upon request of the employee, a Department Head may grant a leave of absence to an employee within his/her department without pay for a period not to exceed

fifteen (15) working days. No leave without pay shall be granted for more than fifteen (15) working days, except upon the written request of an employee and approval of the City Manager or designee. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for discharge. Employees shall, when possible, return to their original position upon return from an approved leave without pay.

## **27.2 Union Training Leave**

27.2.1 A union training leave without pay shall be granted at the request of an employee and the Union for the purpose of attending a training course sponsored by the Union. The maximum duration of such leave shall not exceed two (2) consecutive payroll periods in a calendar year. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for discharge.

27.2.2 Conditional upon prior approval and upon receipt of certification of completion, the City shall reimburse an employee who is an elected official or steward of the Union for up to one half of his/her time spent in such training at the employee's permanent rate of pay, not to exceed twenty hours of paid leave in a calendar year.

27.2.3 Time spent by Union officials in retreats provided for in Section 6.5 (Official Attendance at Meetings) of this Agreement shall be counted toward the above 20 hour limit but may not be subject to the provision for payment of only half of the total time.

## **27.3 Eligibility**

No leave of absence shall be granted to any employee until the employee has utilized all accrued vacation time and any other time owed to the employee, except sick leave.

If the absence without leave is due to reasons for which the employee would be eligible for sick leave, then all sick leave must be exhausted first as well.

## **SECTION 28: JURY DUTY LEAVE**

An employee who is called or required to serve as a trial juror shall be entitled to be absent from work with pay during the period of jury duty or while required to be present in court as a result of a call to jury duty. Employees are required to submit a written proof of jury duty service issued by the court in order to receive payment for Jury Duty Leave. An

employee is required to be present at work when not serving as a trial juror or as a member of a jury selection panel. An employee will notify his or her supervisor of any unusual constraints (e.g., time to call in, time to report for jury service) made by the court that affect the employee's ability to simultaneously fulfill his or her jury duty service and employment obligations, and the supervisor will attempt to accommodate the employee based on the operational needs of the department. Absence from work to perform jury duty service shall apply to employees who work swing and graveyard shifts for those days on jury duty. Employees who serve jury duty on their days off shall be granted an equivalent number of days off during their normal workweek. The employee will keep any payment received for jury service including mileage reimbursement.

### **28.1 Court Time**

The City will guarantee a minimum of four (4) hours pay for every court appearance required by an employee in the conduct of official City of Berkeley job duties on the employee's scheduled day off and four (4) hours minimum if on a workday but outside scheduled working hours. In addition, employees assigned to court phone standby in the conduct of official City of Berkeley job duties will be compensated by earning recovery time as follows: Duty day, outside of scheduled working hours, one hour minimum recovery time and hour for hour thereafter. Day off, two hour minimum recovery time and hour for hour thereafter.

## HEALTH AND WELFARE BENEFITS

### **SECTION 29: HOSPITAL-MEDICAL AND DENTAL COVERAGE**

#### **29.1 Health Insurance**

The City agrees to extend all medical and dental benefit coverages to dependents of City employees up to the date of their 26<sup>th</sup> birthday.

29.1.1 The City shall pay for the cost of health insurance coverage for employees who have such coverage under any group health insurance plan authorized by the City Council. If an employee chooses to complete and submit an Affidavit of Domestic Partnership and sign up for medical benefits for his or her domestic partner, the employee shall be subject to federal and state income tax withholding.

29.1.2 The maximum amount the City shall be required to pay for medical insurance premiums shall be the applicable Kaiser S-1 Plan rate (i.e., single party, two party, or family), regardless of the City sponsored health plan selected by the employee.

29.1.3 For employees in a probationary or career benefited status as of January 1, 2003, the City will continue to pay 100% of the health care premium costs (employee and any dependents) for the health plan the employee is enrolled in as of this date as long as the employee remains employed in the bargaining unit. After January 1, 2003, if the employee transfers health coverage to a different health plan, the employee will assume responsibility for paying the difference, if any, between the Kaiser monthly premium rate (i.e., single party, two party, or family) and the plan chosen by the employee from that date forward. For these employees who were grandfathered under this section 29.1.3, effective April 1, 2016, the City will continue to pay 100% of the health care premium costs (employee and any dependents) for the Sutter Health Plus HMO plan as long as the employee remains employed in the bargaining unit. As stipulated above, if the employee transfers from Sutter Health Plus HMO to a different health plan, the employee will assume responsibility for paying the difference, if any, between the Kaiser monthly premium rate (i.e., single party; two-party; or family) and the plan chosen by the employee from that date forward.

29.1.4 **Medical Plan for Part-Time Employees:** Effective July 1, 2011, the

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

City will pay 75% of the cost of the medical plan which is fully paid for full-time employees for those part-time employees who work 20 to 29 hours per week. The City will pay 100% of the cost of the medical plan which is fully paid for full-time employees for those part-time employees who work 30 or more hours per week.

**Meet and Confer:** The Parties agree to meet and confer commencing no sooner than January 1, 2017. This negotiation shall be on methods to contain or reduce the City's health benefit costs and/or preventing that the City be required to pay any penalties associated with the Excise Tax, including but not limited to a new and/or replacement health plan. This meet and confer process will be subject to normal rules of collective bargaining, including applicable impasse, strike or lock-out procedures.

**29.2 Dental Insurance**

The City shall provide a dental care program for employees.

Effective January 1, 1995, benefits provided under the Dental Program shall be increased to an annual limit of \$2,000 for dental work and a lifetime limit of \$2,000 for orthodontics. The co-insurance rate shall be ninety percent (90%). If an employee chooses to complete and submit an Affidavit of Domestic Partnership and sign up for dental benefits for his or her domestic partner, the employee shall be subject to federal and state income tax withholding.

29.2.1 **Dental Plan for Part-Time Employees:** Effective July 1, 2011, the City will pay 75% of the cost of the dental plan which is fully paid for full-time employees for those part-time employees who work 20 to 29 hours per week. The City will pay 100% of the cost of the dental plan which is fully paid for full-time employees for those part-time employees who work 30 or more hours per week.

**29.3 Part-time Employees**

Part-time employees who work 30 or more hours per week will receive 100% of the cost of the medical plan which is fully paid for full-time employees; for those part-time employees who work 20-29 hours per week, the City will pay 75% of the cost of the medical plan which is fully paid for full-time employees.

**29.4 Flexible Spending Account**

The City shall establish an Internal Revenue Code Section 125 Flexible Spending Account that allows an employee to elect pre-tax deductions from salary for the purpose of paying allowable medical expenses. Such plan shall be established no later than November 1, 2008.

**29.5 New Providers**

The City shall make reasonable efforts when contracting with any new providers for hospital and medical plans to contract with those providers which provide coverage for all dependents residing in the employee's household.

**29.6 Medical and Dental Benefits**

Medical and Dental benefits shall begin the first day of the calendar month following the date of hire, and end the last day of the month an employee is in pay status.

**29.7 Discipline and Treatment**

The union may request, where merited, on a case by case basis, that pending disciplinary action be held in abeyance pending successful completion of a treatment program by the employee, and thereafter as long as the employee maintains a positive performance and participates in an ongoing recovery program.

**29.8 Health Insurance In-Lieu Payment Effective January 1, 2016**

Effective January 1, 2016, for employees who show proof of alternate medical coverage, the City will compensate the employee \$576 per month, prorated for less than full time benefitted employees.

**SECTION 30: GROUP LIFE INSURANCE**

The City shall continue to provide group life insurance, by a carrier of the City's choice, for each employee in the amount of \$25,000 with a standard accidental death and dismemberment provision of a like amount. In addition, employees may purchase additional life insurance in increments of \$10,000 up to a maximum of \$300,000 at a rate offered by the City's insurance carrier and subject to any medical exam as required by the insurance carrier.

**SECTION 31: RETIREE MEDICAL COVERAGE**

The City and Union have agreed that the City will make available retiree health insurance coverage under certain terms and conditions described below. This retiree medical benefit shall be referred to as Plan Z2B Cap 3. The terms and conditions of this benefit shall be set forth in a separate document which shall contain a full plan description and shall control the administration of the retiree medical plan.

The City will begin to provide the retiree medical coverage set forth in this Section on July 1, 2000. An employee's entitlement to any and all benefits provided by the City under



this retiree medical coverage plan are subject to the funding limitations set forth in subsection 31.9 (City Funding of Retiree Health Benefits).

### **31.1 Amendment of Retiree Health Premium Assistance Plan VI, effective June 28, 1998, Restated and Amended effective March 22, 2011**

Employees who retire on or after July 5, 2015, shall be permitted, at their discretion, to enroll in non-City sponsored health plans. After Council approval of the successor Memorandum of Understanding, the City shall amend the Retiree Health Premium Assistance Plan VI (For Service Employees International Union, Local 1021 Maintenance and Clerical Chapters) as soon as practicable to allow enrollment in non-City sponsored health plans. In the event a retiree elects to enroll in a non-City sponsored health plan, the City shall make medical insurance premium payments directly to the health insurance provider in an amount equal to what the City would contribute to the City sponsored health plan. Retiree shall be solely responsible for all aspects of the requirements to enroll in a non-City sponsored health plan and maintain eligibility for such a plan; the City's sole obligation is to pay the medical insurance premium contribution required under this section, as directed by the retiree to a non-City sponsored health plan. The City shall not be responsible for any excess cost differentials associated with the direct payment of premiums to non-City sponsored plans. The City will only make payments through its third party administrator to provide medical insurance premium payments for an individual plan and will not make payments for a group plan. The retiree and/or surviving spouse or domestic partner that enroll in non-City sponsored health plans shall be solely responsible for paying the administrative set up fee, the monthly administrative fee, and/or any other fees established by the third party administrator, and said fees will be deducted directly from the retiree's monthly contribution. No cash payments will be paid directly to the retiree and/or the retiree's spouse/domestic partner. There shall be no cash in lieu payments made under this benefit.

The City and the Union agree that the City will also amend the Retiree Premium Assistance Plan VI to allow eligible retirees who retired prior to July 5, 2015 to enroll in a non-City sponsored health plan.

### **31.2 Eligibility**

An employee is eligible for the retiree health insurance coverage set forth in subsection 31.3 (Pre Age 65 Retiree Health Insurance) below if he/she meets all the following criteria:

- 31.2.1 retires on or after July 1, 2000,
- 31.2.2 is vested with CalPERS,
- 31.2.3 has at least eight (8) years of CalPERS qualifying service with the City,
- 31.2.4 is at least age 55.

**31.3 Pre Age 65 Retiree Health Insurance**

Beginning July 1, 2000, the City shall make available health insurance coverage to the employee and his/her spouse or domestic partner. The City will pay on the employee's behalf no more than \$181.56 per month for an employee electing single party health coverage and no more than \$363.12 per month for an employee electing two-party coverage. The actual monthly amount of money the City will contribute on the employee's behalf will be based on the employee's total years of CalPERS service as provided in the following chart:

<b>Years of CalPERS Qualifying Service</b>	<b>Percent of City Contribution</b>
8	30%
9	40%
10	50%
11	58%
12	66%
13	74%
14	82%
15	90%
16	92%
17	94%
18	96%
19	98%
20	100%

Employee will pay the difference between the City's monthly contribution and the actual monthly insurance premium charged by the health plan he/she has elected for retiree medical coverage. If during the term of this Agreement, the premiums for such health insurance are increased, the amount the City contributes shall increase no more than 4.5% above the previous year's contribution. No increases in the amount the City contributes shall occur before July 1, 2001. Thereafter, any increase in the amount contributed by the City will occur on July 1 each year thereafter.

**31.4 Retiree Benefits for Employees Age 65 and Over**

Once an employee or retiree reaches age 65, he or she is eligible for Medicare. As a result his/her eligibility for the retiree medical benefits set forth in subsection 31.3 (Pre Age 65 Retiree Health Insurance) ceases. On reaching age 65, the City

will make available health insurance coverage for a Medicare Risk Policy. When an employee or retiree reaches age 65, the City will contribute no more than \$17.65 per month on the employee's behalf for single party health insurance coverage and no more than \$35.32 per month for two party health coverage.

### **31.5 Termination by City of Retiree Medical Benefit**

Failure of the retiree or surviving spouse to pay their monthly share of the health insurance premium will result in termination of the retiree medical benefit and relieve the City of any further obligation to provide any further benefits under this Section.

### **31.6 Retiree Medical Benefit for Employees Retiring Between the Ages of 50 and 55**

An employee who is at least 50 years of age, but less than 55, and has at least eight years of CalPERS qualifying employment with the City will retain eligibility for the retiree medical benefits provided in subsection 31.3 (Pre Age 65 Retiree Health Insurance) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his/her termination from City employment until the employee's 55th birthday. If for any reason the employee has a lapse in health care coverage the employee forfeits his/her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide any benefits under this Section to the employee and/or his spouse or domestic partner.

### **31.7 Employees Retiring between June 28, 1998 and June 25, 2000**

Employees retiring from City service between June 28, 1998 and June 25, 2000 will be eligible for the retiree medical benefits provided in this Section if they meet all of the eligibility criteria set forth in subsection 31.2 (Eligibility) and after their retirement from City service maintain continuous enrollment in a group health plan from the date of the employee's retirement until June 25, 2000. The employee shall be responsible for paying 100% of the monthly health plan premium from the date of the employee's retirement until June 25, 2000. Failure on the part of employee or surviving spouse to pay premiums and maintain continuous group health care coverage through June 25, 2000 will result in the employee forfeiting his/her eligibility for the retiree medical benefits provided in this Section and will relieve the City of any further obligation to provide benefits under this Section.

### **31.8 Employees Retiring with a CalPERS Approved Disability Retirement**

If an employee retires from the City before age 55 with a CalPERS approved disability retirement, the employee will retain eligibility for the retiree medical benefits provided in subsection 31.3 (Pre Age 65 Retiree Health Insurance) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his/her termination from City employment until the

employee's 55th birthday. If for any reason the employee has a lapse in health care coverage the employee forfeits his/her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide any benefits under this Section to the employee and/or his/her spouse or domestic partner.

**31.9 City Funding of Retiree Health Benefit**

City contributions to the retiree medical benefit will begin on June 26, 2000. Funding of this benefit will be set aside in a trust to be established by the City.

Effective with the 1998-2002 Memorandum Agreement, the retiree medical benefit was funded by a charge of 0.50% of payroll in the third and fourth years of that Agreement, so that contributions are at 1% of the payroll in the fourth year of that Agreement. The City will fund the benefit at approximately 1% of the payroll for every year thereafter with the intent of achieving a funding level of 70% after 30 years. The funding will be ongoing to maintain a 70% funding level thereafter.

The Union understands and acknowledges that the City conducted an actuarial study to determine the percentage of payroll it needed to set aside each year and the rate of return of 7% it must achieve to fund the retiree health benefit provided in this Section. The City will conduct an actuarial study by an outside actuary of the retiree medical plan prior to June 30, 2002. After that time, the City will conduct an actuarial study by the outside actuary of the retiree medical plan every two to three years to review the funding status of the program. The outside actuary will be selected by mutual agreement of the parties. The Union and City agree that if the Actuary concludes that the City's funding of this benefit by contribution of 1% of the payroll for all miscellaneous employees is insufficient to fully fund the retiree medical benefits, the City shall not be required to increase its funding for this benefit to more than 1% of the payroll for miscellaneous employees. In the event that there are insufficient funds in the trust to cover all retirees' monthly health premiums, the City and the Union agree to meet and confer regarding the City's distribution of its 1% contribution.

## TERMS AND CONDITIONS OF EMPLOYMENT

### **SECTION 32: PROBATIONARY PERIOD**

#### **32.1 Length**

Original and promotional appointments from employment lists shall be tentative and subject to a probationary period of six (6) months (and a minimum of 1,040 hours) actual work exclusive of all leave and light duty and shall be completed within a one (1) year period. However, time spent on workers' compensation leave or on modified duty as a result of an industrial injury shall not be considered as actual service and shall not be included as time served toward completion of the probationary period.

In recognition of the safety and training requirements of several non-sworn paraprofessional classifications in the Police Department, the probationary period for those classifications is as follows:

- 32.1.1 For the classifications of Community Service Officer, and Community Service Officer Supervisor the probationary period shall be nine (9) months (and a minimum of 1,560 hours).
- 32.1.2 Employees who are hired in either the classification of Public Safety Dispatcher I or Public Safety Dispatcher II fifteen (15) months (and a minimum of 2,600 hours).
- 32.1.3 The hours counted for Community Service Officer and Community Service Officer Supervisor probation will be for actual service exclusive of all leave and light duty completed within eighteen (18) months.
- 32.1.4 The hours counted for Public Safety Dispatcher I and Public Safety Dispatcher II probation will be for actual service exclusive of all leave and light duty completed within twenty-four (24) months.

Probationary employees who are granted military leaves of absence shall complete the balance of their probationary period within a period of six (6) months following their return to City service. No provision of this Section shall be interpreted to preclude the City from establishing new classifications which may require a probationary period of more than six (6) months.

#### **32.2 Effect of Provisional Appointment**

If, before completing the required probationary period, an employee is provisionally appointed to a higher class in the same or a related series of classes, the time

served in such higher class shall be counted toward completion of the probationary period in the lower class.

**32.3 Completion**

If the service of the probationary employee has been satisfactory to the Department Head, the Department Head shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such probationer in the service is desired. If such service has been unsatisfactory, the Department Head shall file with the Director of Human Resources such a statement, in writing, with the recommendation to the City Manager or designee that the employee be rejected.

Probationary employees may request periodic conferences with their supervisors regarding the adequacy of their performance.

**32.4 Rejection**

During the probationary period, an employee may be rejected at any time without right of appeal or hearing in any manner. An employee rejected from a position to which the employee has been promoted shall be reinstated to the position from which the employee was promoted unless charges are filed and the employee is discharged as provided in Section 39.

**SECTION 33: TRANSFER**

**33.1 General**

A transfer may be made at any time by the City Manager when a demonstrated need exists. Transfer shall not be used to effect a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided elsewhere in this Agreement. No employee shall be transferred to a position for which the employee does not possess the minimum qualifications. An employee with permanent status who is transferred from one class to another class shall assume permanent status in the class to which the employee is transferred.

**33.2 Units D and J**

With respect to Units D and J only, in the event a Department Head determines to make a selection for a permanent vacancy from a transfer list existing for the same classification, the senior employee on the transfer list shall be selected.

**33.3 Transfer – Solid Waste**

The City will offer test skills training for any Solid Waste Worker so requesting on their own time in order to increase their ability to compete for positions such as Laborer.

**SECTION 34: PROMOTION**

- 34.1 Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service after a promotional examination has been given and a promotional list established. In line with this, the City shall consider advancing career employees to vacancies in promotional positions before considering hiring temporary workers from outside the City service. Consistent with City of Berkeley Personnel Rules, each candidate for promotion must be either a permanent employee in the competitive service or a permanent employee on an active mandatory layoff reemployment list, and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought. The right to compete in a promotional examination in a specific classification series is not limited to employees in the bargaining unit to which that classification is assigned.
- 34.2 If in the opinion of the City Manager, the City is facing staffing reductions which will result in displacement of employees, a waiver of minimum qualifications and/or substitution of related experience and education may be made in promotional examinations, with an understanding on the part of management and supervisory personnel that adequate on-the-job training which can be completed within no more than one year, will be provided to facilitate job adjustment and to compensate for waiver of qualification standards if that has occurred. The promotional recruitment announcement will state that minimum qualifications may be waived providing the applicant's experience and education demonstrates his or her on-the-job development potential, as stated above. In promotional appointments where the minimum qualifications have been waived, the probationary period will be one year to allow the employee time to demonstrate development of the necessary job knowledge and skills.
- 34.3 If, in the opinion of the City Manager, the best interests of the service can be served by an open, competitive examination instead of closed, promotional examination, and if there is not already a promotional list for the higher position, which list has not been abolished and from which the vacancy could be filled, then the City Manager may instruct the Director of Human Resources to call for applications for

the vacancy and arrange for an open, competitive examination and for the preparation and publication of an eligible list.

**34.4 Interview of City Employee**

A City employee who is on a closed promotional or an open competitive list shall have the option to interview for the vacancy. A City employee who is unsuccessful and who so requests shall be advised of steps she or he may take to increase her/his competitive standing for future promotional opportunities.

34.5 Employees who have qualified for promotional lists shall be considered for promotion based on the following factors: previous work performance, previous training and experience, merit, ability, and seniority.

34.6 If the City elects to give an open, competitive examination for a promotional position, the City shall establish two (2) lists. List A shall be a Promotional List, and shall rank successful candidates who are presently City of Berkeley career employees. List B shall rank all successful candidates who are not presently career employees. The City shall seriously consider all candidates on List A before hiring from List B.

**34.7 Step Increase**

If any employee is entitled to a step increase and receives a promotion within one month of the increase, said employee is to be placed at the second higher step.

**SECTION 35: DEMOTION**

35.1 The City Manager may demote an employee who so requests it, or whose ability to perform required duties falls below standard. No employee shall be demoted to a class for which the employee does not possess the minimum qualifications as determined by the Director of Human Resources.

35.2 Notice of the demotion shall be given the employee no later than two (2) weeks prior to the effective date of demotion and a copy of said notice shall be filed with the Director of Human Resources. Any employee who has been demoted shall be entitled to receive a written statement of the reason for such action.

35.3 An employee with permanent status who is demoted shall assume permanent status in the class to which the employee is demoted.

35.4 Upon request of the employee, demotion may be made to a vacant position as a substitution for layoff. In such cases the employee shall be restored to his or her



former position without further examination whenever such position is again to be filled in accordance with the reemployment provisions in Section 45.

### **SECTION 36: SUSPENSION**

36.1 The City Manager may suspend an employee from his/her position for disciplinary purposes based on just cause. Suspension without pay shall not exceed twenty (20) working days, nor shall any employee be penalized by suspension for more than twenty (20) working days in any fiscal year. Any employee to be suspended shall be entitled to receive a written statement of the reasons for such action.

36.2 A Department Head may suspend an employee for disciplinary purposes based on just cause for not more than three (3) working days for any one offense. Such suspension shall be reported immediately to the City Manager.

#### **36.3 Immediate Suspension**

An employee who the department head determines to be an immediate threat to the health and safety of co-workers or the public shall be placed on administrative leave with pay and sent home.

### **SECTION 37: DISCHARGE**

An employee may be discharged at any time by the City Manager, but if the probationary period has been completed, then such discharge must be for cause. Any employee who has been discharged shall be entitled to receive written statement of the reasons for such action.

### **SECTION 38: RESIGNATION**

An employee wishing to leave the competitive service in good standing shall file with the Department Head, at least two (2) weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Director of Human Resources with a statement by the Department Head as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Failure of the employee to give the notice required shall be entered on the service record of the employee, and may be cause for denying future employment by the City. The resignation of an employee who fails to give notice shall be reported by the Department Head immediately.

## **SECTION 39: REINSTATEMENT**

A permanent or probationary employee who has resigned with a good record may be reinstated within two (2) years to the employee's former position, if vacant, or to a vacant position in the same or comparable class without further competitive examination. This Section shall not be interpreted as a guarantee of reinstatement to an employee who has resigned with a good record and who requests reinstatement within two (2) years.

An employee who is reinstated under this Section who has completed probation in the classification to which the employee is being reinstated shall not serve a probationary period on reinstatement. An employee who is reinstated under this Section who has not completed probation in the classification to which the employee is being reinstated shall be required to serve a new probationary period on reinstatement. The duration of the probationary period determined by the classification and the provisions of Section 32 of this Agreement.

## GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

### SECTION 40: GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

#### 40.1 Definitions

For purposes of this section of this Agreement, the following definitions shall apply:

- 40.1.1 **Grievance:** A Grievance is any complaint of a member of the bargaining unit involving the interpretation, application, alleged violation, or any other matter of this Agreement or within the scope of representation of the Union.
- 40.1.2 **Administrative Complaint:** An Administrative Complaint is a grievance filed by a grievant or the Union specifically regarding payment of compensation or the interpretation and application of contract provisions and past practices, or allegations of past practice.
- 40.1.3 **Discrimination Complaint:** A Discrimination Complaint is a grievance filed by a grievant or the Union regarding a violation of Section 3 of this Agreement.
- 40.1.4 **Grievant:** A Grievant may be any member of the bargaining unit covered by the terms of this Agreement, or the grievant may designate the Union to act on his or her behalf or the Union itself may file a grievance on behalf of a member or group of members.
- 40.1.5 **Disciplinary Action:** The recommendation of or implementation by an employee's supervisor or Department Director related to the suspension, demotion, salary reduction or discharge of an employee covered by this Agreement.
- 40.1.6 **Disciplinary Appeal:** A Disciplinary Appeal is the procedure established hereunder to afford an employee his or her due process rights related to a pending disciplinary action. An employee may appeal the recommendation or imposition of suspension, demotion, salary reduction or discharge other than when such action is taken during the formal probationary period for that employee.

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

- 40.1.7 **Salary Reduction:** Salary Reduction is the reduction of an employee's base compensation to a lower salary step within the employee's current salary range for a specified period of time.
- 40.1.8 **Suspension:** Suspension is the temporary removal of an employee from his or her duties without pay.
- 40.1.9 **Grievance Appeal Officer:** Appeals of grievances will be heard by the City Manager for general City operations, the Library Board of Trustees for Library employees may designate the Director of Library Services as the Appeals Officer and the Executive Director of the Rent Board for Rent Board employees. The City Manager may designate a Grievance Appeal Officer in his/her stead.
- 40.1.10 **Union:** The term Union used throughout this procedure shall include by reference the bargaining unit itself and the appropriate Chapter President and Chief Steward who may be representing an employee engaged in this Grievance and Disciplinary Appeal Procedure.
- 40.1.11 **Day:** A day is defined herein as any day in the calendar year on which the City of Berkeley is regularly open and providing full administrative services to the public.
- 40.1.12 **Written Reprimand:** In the event that an employee receives a written reprimand, the Union or the employee may request a meeting with the supervisor to discuss the reprimand. Such meeting shall occur within fifteen (15) days of the request. The employee may write a rebuttal to any written reprimand within thirty (30) calendar days of receiving the written reprimand or the meeting and such rebuttal will be placed in the Personnel File along with the written reprimand.

## 40.2 Grievance Procedure

**Initial Filing Period:** Formal written grievances must be filed at Step 1 of the grievance procedure within thirty (30) days of the date the incident occurred or within thirty (30) days of the date the grievant or the Union reasonably should have had knowledge of the matter.

- 40.2.1 **Informal Process:** *Complaints Filed With* - An employee or Union who believes that s/he/it has a grievance shall discuss the grievance informally with the applicable immediate non-bargaining unit supervisor. If this is not possible due to the absence of this supervisor, the employee

or his/her Union may discuss the grievance informally with the applicable Division Manager.

- a. **Filing Period:** Such informal grievances shall be verbally brought to the attention of either the immediate non-bargaining unit supervisor or, if unavailable, with the Division Manager within a reasonable period of time of the incident generating the grievance. (NOTE: In order to comply with formal grievance procedures, refer to Section 40.2, "Initial Filing Period", for absolute filing deadlines and time frames for formal grievances.)
- b. **Process:** The grievant shall be entitled to a personal conference with and an informal decision by, either the relevant supervisor or Division Manager within ten (10) days of making the request for an informal meeting. This informal decision terminates the informal process unless mutually agreed upon by employee, supervisor/manager and Union to extend informal discussions.

40.2.2 **Formal Process: STEP 1 – First-Level Manager: *Complaints Filed With*** - If the grievant is not satisfied with the results of the informal process, the grievant may file a formal written grievance following the conclusion of the informal conference process. Such written grievance shall be presented to the applicable Division Manager with a copy to the Department Director and the Union.

- a. **Interpretation of Agreement and Past Practice:** Questions regarding the interpretation of the Agreement or allegations of violations of Past Practice shall initially be filed in writing with the Director of Human Resources of the City.
- b. **Compensation:** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources of the City.
- c. **EEO:** All complaints concerning discrimination or other Section 3 matters shall be initially filed in writing with the Equal Employment Opportunity and Diversity Officer of the City. However, complaints alleging violation of any applicable laws pertaining to protected union activity will be filed with the Director of Human Resources of the City.

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

40.2.3 **Filing Period:** This written grievance must be filed within ten (10) days following the conclusion of the informal conference process, except as follows:

- a. **Compensation:** Administrative Complaints regarding issues concerning payment of compensation may be filed within 90 days of the last day of the alleged under or over compensation.
- b. **EEO:** The allowed time for filing of a complaint under this Section shall be governed by the EEO Complaint Investigation and Resolution Procedure of the City of Berkeley's EEO/Affirmative Action Program (attached herein as Appendix B).

40.2.4 **Process:** The grievance must be presented in writing on a form provided by the City, and approved by the Union. The written statement shall be a clear, concise statement of the grievance including specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. Within ten (10) days of receiving the written grievance, the grievant shall be entitled to a personal conference with the Division Manager if requested. Other than issues of Contract Interpretation and Past Practices, Compensation or EEO, within ten (10) days, the Division Manager shall communicate a written decision to the grievant and the Union with a copy to the Director of Human Resources and the Department Director. Such action will terminate Step 1.

- a. **Compensation:** In the case of issues of compensation, the Director of Human Resources or his/her designee shall respond in writing within thirty (30) days of receiving the written complaint. In such cases, no adjustment shall be retroactive for more than thirty (30) calendar days from the date upon which the complaint was filed or thirty (30) calendar days from the date when an employee and/or the Union may reasonably be expected to have learned of said claimed violation. Only complaints which allege that employees are not being compensated in accordance with the rules, regulations, and resolutions of the City Council or in accordance with the understanding contained in any Agreement which has resulted from the meeting and conferring process shall be considered.

Any other matters of compensation are to be resolved in the meeting and conferring process, and, if not detailed in the operative Agreement which results from such meeting and conferring process,

shall be deemed withdrawn until the meeting and conferring is next opened for such discussion.

- b. **EEO:** Discrimination complaints shall be processed in accordance with the EEO Complaint Investigation and Resolution Procedure of the City of Berkeley EEO/Affirmative Action Program (attached herein as Appendix B) except that:
  - i. The employee has the right to be represented by a Union representative at all stages of the informal and formal complaint investigation and resolution procedure;
  - ii. The Equal Employment Opportunity and Diversity Officer shall meet with and report to only the City Manager during the formal resolution process; and
  - iii. The City Manager shall make the final decision on the complaint which may be appealed by the Union to an impartial arbitrator within ten (10) days of receipt by the Union of the City Manager's decision. Such an appeal shall be processed in accordance with the above defined grievance procedure of this Agreement. The City shall promptly notify the Union of the filing of all formal complaints, as well as their acceptance or rejection.

The City Manager or his or her designee will notify the Union of a proposed decision on a formal complaint, and the reasons therefore, and upon a request within ten (10) days, shall meet with the Union prior to issuing a final decision.

If a grievance also alleges a violation of another Section of the contract in addition to Section 3, Section 40.2.2.3.2 shall apply only to that part of the grievance which alleges a violation of Section 3 unless otherwise mutually agreed.

Complaints challenging, disputing, or seeking to modify or change any policy component of the City's EEO/Affirmative Action Program, including but not limited to the assignment of responsibilities, workforce utilization analysis, and affirmative action goals and timetables, shall not be subject to the grievance/arbitration procedures of this Agreement. This in no way limits the right of the Union to grieve violations of the City's EEO/Affirmative Action Plan.

- c. **Interpretation and Past Practice:** In the case of issues of interpretation of the Agreement, past practices, payment of compensation or violations of Section 3 of the Agreement (Discrimination, etc.), if the grievant is not satisfied, s/he may move the complaint directly to Step 3 of this grievance procedure.

- 40.2.3 **Formal Process: STEP 2 – Department Director:** *Complaints Filed With* - If the grievant is not satisfied with the results rendered in Step 1, the grievant may appeal the decision in writing to the applicable Department Director or his/her designee with a copy to the Union.

Contract Interpretation and Past Practice, Compensation and EEO complaints would go directly to Step 3 of this process. (NOTE: See Section 40.2.2.)

- a. **Filing Period:** Such written appeal must be submitted to the Department Director or his/her designee within ten (10) days from the date the grievant received the decision of the Division Manager.
- b. **Process:** The written appeal shall include a copy of the original grievance, a description of the informal process and results, the decision rendered at Step 1 and a clear, concise statement of the reasons for the appeal. Within ten (10) days of receiving the written grievance, the grievant shall be entitled to a personal conference with the Department Director or his/her designee if requested. Within ten (10) days of the personal conference, the Department Director or his/her designee shall communicate a written decision to the grievant and the union with a copy to the Director of Human Resources. Such action will terminate Step 2.

- 40.2.4 **Formal Process: STEP 3 – Grievance Appeal Officer:** *Complaints Filed With* - If the grievant is not satisfied with the results rendered in Step 2 for general grievances and Step 1 for issues of Contract Interpretation and Past Practice, Compensation or EEO, the grievant may appeal the decision in writing to the applicable Grievance Appeal Officer with a copy to the Department Director, the Director of Human Resources and the Union.

- a. **Filing Period:** Such written appeal must be submitted to the appropriate Grievance Appeal Officer within ten (10) days from the date the grievant received the decision rendered in Step 2.



- b. **Process:** The written appeal shall include a copy of the original grievance, a description of the informal process and results, the decision rendered at Step 1 and 2 and a clear, concise statement of the reasons for the appeal. Within ten (10) days of receiving the written grievance, the grievant shall be entitled to a personal conference with the Grievance Appeal Officer or his/her designee if requested. Within ten (10) days of the personal conference, the Grievance Appeal Officer or his/her designee shall communicate a written decision to the grievant and the union with a copy to the Director of Human Resources and the Department Director. Such action will terminate Step 3.

40.2.5 **Formal Process: STEP 4 – Arbitration:** *Complaints Filed With* - If the Union is not satisfied with the results rendered in Step 3, the Union may require that the grievance be referred to an impartial arbitrator by notifying the applicable Grievance Appeal Officer.

- a. **Filing Period:** Such notification of desire to go to arbitration must be filed in writing with the Grievance Appeal Officer within thirty (30) days of the conclusion of Step 3 with a copy to the Director of Human Resources. Provided further that the Union shall forward to the City the Union's portion of the California State Mediation and Conciliation Services (CSMCS) fee within sixty (60) days of receipt of the Grievance Appeal Officer's (City Manager) response. Failure by the Union to meet either the thirty (30) day or sixty (60) day deadline for both referral to Arbitration and payment of the CSMCS fee shall be deemed as a full and complete waiver by the Union to appeal the Grievance Appeal Officer (City Manager) decision to Arbitration and the City Manager decision shall be final and binding on all parties.
- b. **Process:** The impartial arbitrator shall be selected from the California State Mediation and Conciliation Services (CSMCS) unless another party is mutually agreed upon. CSMCS will provide a list of five (5) arbitrators. The City and the Union will alternately strike a name until one remains. The remaining name will be the arbitrator. The cost of the arbitrator's decision shall be borne equally by the parties.

The arbitrator may hear testimony, receive written briefs, interview witnesses, and conduct any investigations she or he deems appropriate, and shall render a final and binding decision to the parties which will end the formal grievance process.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a deposition over which a formally recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as specified in this Section.

Proposals to add or to change the Agreement or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate the Agreement, nor any matter or subject arising out of or in connection with such proposal may be referred to arbitration under this Section; and neither any Arbitrator shall have the power to amend or modify or recommend amendment or modification of the Agreement, or any written agreements or addenda supplementary hereto or to establish or recommend establishment of any new terms and conditions of employment.

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

#### 40.2.6 **General Conditions of a Formal Grievance**

- a. **Union Representation:** The grievant shall be entitled upon request to representation by the Union at all levels of the grievance procedure. In situations where the Union has not been requested to represent the grievant, the City will not agree to a final resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given the opportunity to respond and state its view on the matter. The Union will be given ten (10) days in which to respond.
- b. **Time Limits:** Failure by the Union to file or appeal a grievance within the time limits specified constitutes a dropping of the grievance. Failure by the City to respond by the specified times shall entitle the Union to move the matter to the next higher step of the grievance procedure. If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.
- c. **Witnesses:** The City and/or the grievant may call witnesses.
- d. **Release Time:** If an employee covered by this Agreement gives testimony in connection with the grievance procedure during working

hours, the employee shall suffer no loss of pay. If the grievant's hearing is scheduled during working hours, the grievant shall suffer no loss of pay in order to present his or her grievance.

### 40.3 Disciplinary Appeals

40.3.1 **Union Representation:** An employee may request the presence of a Union steward during an interview with his or her supervisor when the employee reasonably believes the interview may result in disciplinary action, and where there is no assurance from the supervisor that disciplinary action is not intended. If at any time during an interview without a steward in attendance, it becomes apparent that disciplinary action could result, either party may adjourn the interview until a steward can be present. The City commits itself to the application and enforcement of a uniform policy of progressive discipline.

40.3.2 **Sole Mechanism:** The provisions of this Section shall be the sole mechanism for resolving Disciplinary Appeals pertaining to suspensions, demotions, salary reductions and terminations and shall be processed in the following manner:

#### 40.3.3 Disciplinary Process: STEP 1 – Department Director

- a. **Review of Recommendation:** The Department Director must receive and review all departmental recommendations for suspension, reduction in salary or a termination. However, for employees of the Library, the Deputy Director of Library Services will have this responsibility.
- b. **Period of Review and Process** The Department Director or his or her designee, or for Library employees the Deputy Director of Library Services, receiving a recommendation proposing a suspension, reduction in salary, or a termination shall hold a meeting with the employee and his or her Union representative to hear an appeal of the recommendation, or the affected employee may choose to make an appeal in written form. If the employee chooses to respond in written form, the Department Director may use his or her discretion on whether a personal conference is necessary.

If a personal conference must be held with the employee and his or her Union, the personal conference must be held within ten (10) days of receiving the recommendation from departmental staff or within ten days of receiving the written appeal from the employee whichever

occurred later. The proposed action and the reasons therefore shall be discussed with the employee. The Department Director or his or her designee shall issue a decision sustaining, modifying or rejecting the discipline within ten (10) days after the completion of the personal conference with the affected employee, or if the employee chose to make an appeal in written form, receipt of the written appeal. This shall conclude Step 1 of the Disciplinary Appeal Procedure.

#### 40.3.4 **Disciplinary Process: STEP 2 – Appeal of the Decision**

- a. ***Appeals Filed With:*** If the employee or his or her Union is not satisfied with the decision in the case of suspensions of three days or less, or recommendation in the case of suspension of more than three (3) days, of the Department Director or his or her designee resulting from Step 1, the employee or the Union may require that the disciplinary appeal be referred to the City Manager who shall designate a Grievance Appeal Officer to hear the appeal and in the Library to the Board of Library Trustees who may designate the Director of Library Services as the Grievance Appeal Officer.

For Suspensions of Three Days or Less: If the employee or his or her Union do not appeal the decision of the Department Director or his or her designee resulting from Step 1, the disciplinary action shall be implemented in accordance with the provisions of Section 38 (Suspension) and the Disciplinary Appeal Procedure will end here.

For Disciplinary Action of Suspensions of Greater than three days or Discharge: If the employee or his or her Union do not appeal the recommendation of the Department Director or his or her designee resulting from Step 1, the disciplinary actions involving suspension greater than three days, salary reduction or discharge will be referred to the City Manager for review. The City Manager may review or modify the recommendation of the Department Director. If the City Manager does not modify the recommendation of the Department Director, the disciplinary action shall be implemented in accordance with the provisions of the Agreement and the Disciplinary Appeal Procedure will end here.

If the City Manager contemplates modification of the recommendation of the Department Director, the employee and the union will be notified in writing of their right to a disciplinary appeal meeting with the Grievance Appeal Officer. Such notice shall be

issued within ten days of receipt of the Department Director recommendation. The Grievance Appeal Officer will hold a meeting and issue a decision issue as provided in Section 40.3.4.3 below.

- b. **Filing Period:** Said appeal must be filed in writing within ten (10) days of the conclusion of Step 1 above; and must contain the originally recommended action, the written decision of the Department Director and all other correspondence exchanged from the start of the original recommended action and Step 1 activities.
- c. **Process:** The Grievance Appeal Officer or his or her designee receiving an appeal of a proposed disciplinary action shall hold a meeting with the employee and his or her Union representative. The personal conference must be held with the employee and his/her Union within ten (10) days of receiving the written appeal. The Grievance Appeal Officer shall issue a written decision sustaining, modifying or rejecting the discipline within ten (10) days after the completion of the personal conference with the affected employee and/or the receipt of the written appeal. This shall conclude Step 2 of the Disciplinary Appeal Procedure. Any decision to suspend, implement a reduction in salary or terminate an employee will become effective at the conclusion of Step 2 of the Disciplinary Appeal Procedure.

#### 40.3.5 Disciplinary Process: STEP 3 – Arbitration

- a. **Appeals Filed With:** If the Union is not satisfied with the decision of the Grievance Appeal Officer or his or her designee resulting from Step 2, the Union may require that the disciplinary appeal be referred to an impartial arbitrator by notifying the City Manager, with a copy of the Director of Human Resources.
- b. **Filing Period:** Said appeal must be filed in writing with the City Manager or his or her designee within thirty (30) days of the conclusion of Step 2 above. Provided further that the Union shall forward to the City the Union's portion of the California State Mediation and Conciliation Services (CSMCS) fee within sixty (60) days of receipt of the Grievance Appeal Officer's (City Manager) response. Failure by the Union to meet either the thirty (30) day or sixty (60) day deadline for both referral to Arbitration and payment of the CSMCS fee shall be deemed as a full and complete waiver by the Union to appeal the Grievance Appeal Officer (City Manager)

decision to Arbitration and the City Manager decision shall be final and binding on all parties.

- c. *Process:*** The impartial arbitrator shall be selected from the California State Mediation and Conciliation Services (CSMCS) unless another party is mutually agreed upon. CSMCS will provide a list of five (5) arbitrators. The City and the grievant will alternately strike a name until one remains. The remaining name will be the arbitrator.

The arbitrator may hear testimony, receive written briefs, interview witnesses, and conduct any investigations she or he deems appropriate, and shall render a final and binding decision to the parties which will end the formal disciplinary appeal process.

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the employee (or his or her Union) and the City. Each party, however, shall bear the cost of its own presentations including preparation and post-hearing briefs, if any. Arbitrator decisions on matters properly before them which pertain to the disciplinary actions involving the suspension, demotion, pay reduction, or discharge of an employee shall be final and binding on both parties.

#### **40.4 General Conditions for Disciplinary Appeals**

The City commits itself to the application and enforcement of a uniform policy of progressive discipline.

- 40.4.1 ***Union Representation:*** The employee who is the recipient of the recommended discipline shall be entitled upon request to representation by the Union at all levels of the disciplinary appeal process.
- 40.4.2 ***Time Limits:*** Failure by the employee or the Union to file an appeal of the proposed discipline within the time limits specified constitutes a dropping of the disciplinary appeal. If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.
- 40.4.3 ***Witnesses:*** The City and/or the appellant may call witnesses.
- 40.4.4 ***Release Time:*** If an employee covered by this Agreement gives testimony in connection with the disciplinary appeal procedure during working hours, the employee shall suffer no loss of pay. If the employee's appeal is scheduled during working hours, the employee shall suffer no loss of pay in order to present his or her appeal.

## MISCELLANEOUS TERMS AND CONDITIONS

### SECTION 41: GENERAL PROVISIONS

#### 41.1 Personal Conduct

- 41.1.1 No employee shall accept appointment to the deputyship or assistantship of any County or State Office or position, or otherwise incur an obligation of civil public position, or otherwise incur an obligation of civil public service outside his/her regular municipal employment without first obtaining the recommendation of the head of his/her department and of the City Manager or designee.
- 41.1.2 No employee shall be disciplined for off-the-job activities which do not affect the performance of the employee.
- 41.1.3 Employees shall so arrange their personal financial affairs so that the demands of creditors and collection agencies shall not impose recurring burden upon the offices of the City Manager or designee, the Department Heads or the Director of Human Resources for the purpose of making collections.
- 41.1.4 Full-time City employees may not carry on concurrently with their public service any private business or undertaking, attention to which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the City government.
- 41.1.5 No official or employee who wears a badge or other official insignia as evidence of his/her authority and identity shall permit such badge or insignia to be used or worn by any other person of the same or another department, or otherwise to leave his/her possession, without approval by the head of his/her department. The Department Head shall not grant such approval except as to persons regularly and formally appointed by the City Manager or designee to the position designated by the badge or insignia.

#### 41.2 Protective Clothing and Equipment

- 41.2.1 **Rain Gear** - The City will provide rain gear (which shall include hat, jacket, pants and boots) for employees in Representation Unit D and provide rain gear that includes rain jacket, rain pants, and a traffic safety

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

reflective vest to Community Services Officers working in Crime Scene Investigation (CSI) assigned to work in inclement weather.

- 41.2.2 **Safety Shoes** - An annual allowance of two hundred dollars (\$200) shall be paid to employees specified in "F" (Shoes, Tools and Uniforms) toward the purchase of safety shoes.
- 41.2.3 **Gloves** - Parking Meter Mechanics, Parking Meter Maintenance Workers, Tool Lending Specialists, and City Services Aides shall be furnished with appropriate work gloves.
- 41.2.4 **Ear Plugs and Face Shields** - Employees who request earplugs will be furnished same. Machinery Operators will be provided with a face shield.
- 41.2.5 **Coveralls:** The City agrees to provide 3 changes of coveralls per week for sewer crew and construction crew.
- 41.2.6 **Bulletproof Vests:** Community Service Officers and Community Service Officer Supervisors and Animal Control Officers have the right to purchase bulletproof vests at their own expense at the City's wholesale cost.
- 41.2.7 **VDT Glasses** - The City shall provide glasses as medically required for operators of Video Display Terminals.
- 41.2.8 **Clothing** - The City will issue guidelines permitting safe substitution of pant/shirt combination for coveralls. There will be no cost to the employee. (Note: For example only, 4 pair coveralls and 3 pairs pant/shirts could be substituted for 7 pair coveralls. Applies only to employees qualifying under safety guidelines within Equipment Maintenance, Solid Waste and Streets and Sanitation divisions.)

**41.3 Tools**

Each employee regularly assigned to the classifications of Building Maintenance Mechanic, Building Maintenance Mechanic Trainee, Building Maintenance Supervisor, Mechanic Supervisor, Welder Mechanic, and Mechanic who is presently required to provide tools of the trade or other equipment will continue to do so but shall receive a flat annual tool replacement allowance of five hundred dollars (\$500) per year effective June 29, 2008.

Each employee regularly assigned to the classification of Parking Meter Mechanic or Senior Parking Mechanic shall receive a flat annual tool replacement allowance



of two hundred fifty dollars (\$250) per year, and Service Technician and Container Maintenance Welder two hundred twenty dollars (\$220) per year, effective June 29, 2008.

Tool allowances shall be paid by August 1st of each calendar year.

The parties reconfirm that such payments constitute a tool replacement allowance.

#### **41.4 Training**

- 41.4.1 The City agrees to develop and implement an employee development and training policy and program. Responsibility for developing and coordinating training programs for employees shall be assumed by the City. Such training programs may include lecture courses, demonstrations, assignment of reading matter or such other devices as may be available for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties. An Advisory Committee on Training shall be established by the City and shall include representation from the Union.
- 41.4.2 Participation in and successful completion of special training courses will be considered in making advancements and promotions. For training to qualify for consideration in advancements and promotion, the City will require one or all of the following: City approval of the class curriculum, evidence of successful completion of class, and proficiency testing. Evidence of such activity shall be filed with the Director of Human Resources by the Department Head.
- 41.4.3 The City shall reimburse all Equipment Maintenance employees for mileage and tuition expenses related for attendance at job-related courses. Provided that the employee must have prior authorization from his/her department head and the course has been approved by the City.
- 41.4.4 All parking enforcement officers shall be given training in the handling of difficult citizens. The City shall provide Customer Service training to all Parking Enforcement Officers within twelve (12) months of the execution of this agreement and as needed during the life of this agreement.
- 41.4.5 Training Program for Building Maintenance Mechanic Trainee, Landscape Gardner Trainee, Forestry Climber Trainee, and Weighmaster Trainee to be limited to two (2) year up and out plan.

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

- 41.4.6 The City and the Union agree to establish a Joint Labor, Management and Community Committee by 120 days after the execution of this (2018 to 2020) agreement to review the creation of a program for community training and apprenticeships to build the capacity of Berkeley residents and make a joint recommendation to the City of Berkeley Cannabis Commission and City of Berkeley Commission on Labor.

**41.5 Driver's Training**

Public Works Department shall initiate a Driver's Training Program which shall include periodic refresher courses, for all employees required to operate a City vehicle. Upon successful completion of the Program, the City shall issue an Operator Certificate specifying which vehicles the employee is qualified to operate. After the Program is in full operation, continued provisional and permanent assignment to the operation of specific vehicles shall be contingent upon appropriate certification.

**41.6 Safety**

- 41.6.1 The City and the Union will make every effort to maintain workplaces free of health and safety hazards. No employee shall be required to perform work with unsafe equipment or in situations which can be injurious to their health or safety.

To achieve this goal the City shall appoint an industrial hygienist who will be responsible for the development, maintenance and continuity of the City's safety program with the advice and assistance of a City Safety Committee. The Committee will include two (2) members from the Union. Representatives to the City-wide Safety Committee shall meet for organizational purposes within one month of ratification of this agreement and every other month thereafter.

Members shall be advised of City Safety Committee meetings and their agendas in advance.

As assigned and scheduled the City Safety Committee members will be responsible for conducting workplace safety and health surveys to identify safety and health hazards at worksites.

The City departments and divisions as appropriate shall establish safety committees comprised of union representatives and supervisory personnel to develop written accident prevention programs which will include:

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

- a. worksite and work practice hazard inspection check lists for use by affected employees,
- b. a training program instructing employees in safe work practices plus specific instruction with regard to hazards unique to a particular job,
- c. scheduled periodic inspections to identify and correct unsafe conditions and work practices which are found,
- d. defining the responsibility of employees and management to follow safe work practices, to report hazards in the work area, and to comply with occupational safety and health standards applicable to their own actions, and
- e. provision of Material Safety Data Sheets in an appropriate place, easily accessible to affected employees, for all materials being used at a worksite.

41.6.3 The Public Works Safety Committee shall provide one (1) Union representative from each Division. The Parking Division Union representative may also attend the monthly Public Works Department Safety Committee meeting. Each committee shall meet at least once a month.

Employee members shall be advised of Committee meetings at least three (3) days in advance of meeting dates and shall be furnished with an agenda at such time. Employee members may have specific items placed on the agenda. Copies of minutes of each departmental meeting shall be distributed to members of the Committee.

The Occupational Health and Safety Coordinator and/or the Safety Committee shall have authority and obligation to inspect work locations and equipment in regard to safety and health considerations. The Safety Inspection Team shall consist of the Coordinator and two members of the Safety Committee to be chosen by the Coordinator. The Inspection Team may make written recommendations for safety and health improvement and the department shall give a written response as to corrective measures within fifteen (15) working days or sooner. The Occupational Health and Safety Coordinator and/or the Safety Committee shall determine when a situation requires response in less than the time limits specified herein.

The Safety Committee shall have the authority to investigate and report on all substances currently being used by City employees and all proposed for use in the future.

- 41.6.4 The Police Department Officer Safety Committee shall include one Community Service Officer and one Parking Division representative chosen by the Union.

**41.7 Use of Automobiles**

The City Manager shall govern the use of City-owned automotive equipment and privately-owned automotive equipment by such rules and regulation as he or she may establish. The cash allowance will be equal to the amount established by the Internal Revenue Service, and will change as necessary to comply with IRS Standard Mileage Rate.

**41.8 Sewer Crew Assignment**

No employee of the Public Works Department below the level of Sewer Maintenance Assistant Supervisor shall be required to accept regular assignment to sewer crews in excess of one (1) continuous year; provided, however that these provisions shall not prevent assignment to sewer crews in emergencies as deemed necessary by the Department Head. The Union and the City shall as soon as possible arrange the implementation of the rotation system.

**41.9 Annual Physical Examination**

The City will provide one (1) physical examination (based on the City's specification as to scope of examination and examiner) each year to each employee in a classification categorized as a "high risk" classification. This exam is mandatory for all affected employees. The parties agree that the classification of Police Service Assistant is a "high risk" classification.

The City will provide annual T.B. screening test, at no cost to employees, who, in the course of their work are subject to health hazards. Such screening tests shall be on City time.

**41.10 Subcontracting**

For the purpose of preserving work and job opportunities for employees covered by this agreement, if the City intends to subcontract bargaining unit work, and such would result in the layoff of a permanent employee, the City will notify the Union in advance of such action, and upon written request, will meet and confer in accordance with the MMBA prior to subcontracting the work in an effort to find alternatives.

Each month, the City will provide the union with a copy of the “Proposal to Contract Work” report prepared for the City Council that lists proposals for contracting out work in excess of \$25,000. The report shall be provided to the Union at the same time the report is transmitted to the City Council. Information will include nature of project, the name of department requesting the work, and the budget code. Within five (5) working days of receipt of the information, the union may submit a written request to the Purchasing Manager. The City will provide a copy of the actual bid specifications within five (5) working days of the bid specifications being finalized and approved by the department issuing the contract, or of receipt of the written request, whichever applies.

Within ten (10) working days of receipt of the bid specifications, the Union may submit a written request to the Department Director or designee proposing to procure outside contractual services. The Department Director or designee will meet and discuss the scope of work being proposed to be performed by outside contractors before a Request for Proposal or Bid Specification is issued for competitive bid. Five days prior to the meeting, the union will provide a description of the issues and concerns it wishes to discuss at the meeting.

For work related to building maintenance estimated to cost less than \$25,000 per year and normally handled by the Facilities Maintenance Division, record or summaries of any such work contracted shall be made available to the Union on a monthly basis. In cases where the Union believes that work either subcontracted or given out for bid should be done by the bargaining unit, it may request a meeting with the City. The Department Director or designee will meet with the Union to discuss the scope of work. Five (5) days prior to the meeting the Union will provide a description of the issues and concerns it wishes to discuss at the meeting.

**41.10.1 No Subcontracting of Janitorial Services:** The City agrees that for the term of this Agreement, it will not contract out any janitorial services currently being performed by employees represented by SEIU Local 1021. Notwithstanding the foregoing, it is understood by the parties that the City currently contracts out janitorial services at several different City locations, and the parties agree that this Agreement does not affect the City’s ability to renew and/or continue to contract out janitorial services that the City currently has contracted out. Further, the parties agree that this provision does not affect the City’s managerial discretion to determine whether to fill a vacancy that may arise during the term of this Agreement

#### **41.11 Commuter Check Subsidy Benefits**

Upon request, the City shall provide a Commuter check subsidy valued at twenty dollars (\$20) per month to an employee for transit, biking, or van pool. Commuter

check subsidies are only intended for use by the employee while employed with the City of Berkeley and may expire due to inactivity.

#### **41.12 Recreation Coordinators**

41.12.1 There shall be scheduled monthly meetings of Recreation Coordinators and their District Supervisors. Appropriate subjects of discussion shall include planning of events and current budget status. Recreation Coordinator shall receive up to two (2) days per year administrative leave for the purpose of attending classes and conferences.

41.12.2 Recreation Coordinators will receive two (2) weeks advance notice of changes in their regular work schedules except for schedule changes due to emergencies, sick leave and vacation.

#### **41.13 Community Service Officer Work Assignments**

Property Clerks shall be selected from among Community Service Officer Supervisors on the basis of qualifications. When qualifications of applicants are substantially equal, seniority and other job related criteria will be the deciding factors.

#### **41.14 Uniforms**

41.14.1 Effective June 29, 2008, employees in the classifications of Community Service Officer, Community Service Officer Supervisor, Animal Control Officer, Parking Enforcement Officer, Parking Enforcement Officer Supervisor, Public Safety Dispatcher I, Public Safety Dispatcher II, Supervising Public Safety Dispatcher, Parking Meter Mechanic and Parking Meter Maintenance Worker shall receive a uniform allowance of \$1,400 per year. Payment of such annual uniform allowances noted above shall continue to be paid in two (2) equal installments, in December and June, of each year. The amount the City contributes toward the uniform allowance is subject to federal and state income tax withholding.

41.14.2 Community Service Officer, and Community Service Officer Supervisor uniforms shall be blue.

41.14.3 Employees are to pay the full cost of maintenance of their uniforms.

41.14.4 Animal Control Officers shall be provided with a set of coveralls for performance of duties when necessary.

- 41.14.5 **Special Response Team Tactical Uniform:** Effective June 17, 2018, Unit J employees covered by this MA and assigned to the Police Department Special Response Team (SRT) shall be eligible for a one-time reimbursement of up to seven hundred dollars (\$700.00) towards the purchase of the following SRT uniform: Two (2) shirts (1- long and 1-short sleeve, including necessary embroidery and patches); 2 pairs of BDU pants; 1 pair all-weather shoes; 1-all-weather 3-in-1 coat; 1- outdoor head set.

Employees shall be required to submit a reimbursement request, along with receipts verifying the purchase of the SRT uniform within sixty (60) days of purchase. Reimbursements will be paid in accordance with the City's reimbursement procedures.

#### 41.15 Video Display Equipment

- 41.15.1 **Working Conditions:** The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments. These environments shall avoid excessive noise, crowding, contact with fumes, and other unhealthy conditions.

The City agrees wherever practicable to design the flow of work to avoid long, uninterrupted use of video display equipment by City employees.

- 41.15.2 **Pregnancies:** The City will accommodate requests for transfer from pregnant employees whose job duties require frequent exposures to video display equipment subject to the following:

41.15.2.1 such transfer will be limited to other positions which are vacant which the transferee is qualified to perform;

41.15.2.2.to voluntary trading of positions where both parties are competent to perform the new assignments;

41.15.2.3.to any position held by a temporary employee if the pregnant employee is qualified.

- 41.15.3. **Screening:** The City will develop a visual screening and education program effective July 1, 1988 for employees who in the course of their employment operate VDT terminals more than half the time. This program will include visual screening at or near employment, a referral system for employees with possible VDT related vision problems, and a regular follow-up screening at approximately two years.

#### **41.16 Introduction of New Technology**

The Union shall be given reasonable advance notice of the introduction of new equipment or new processes which may result in the layoff of employees in the bargaining unit. Thereafter, the City and the Union shall meet for the purpose of discussing means of mitigating the impact of the introduction of said equipment upon affected employees. The City shall provide counseling to any displaced employee and shall assist the employee in securing training opportunities which may qualify him/her to be employed in another position with the City. The City shall train employees required to operate such new equipment.

#### **41.17 Assignments for Temporarily Disabled Employees**

41.17.1 The City may accommodate, when feasible, employees covered by this Agreement under the provisions of Workers' Compensation, and such work assignments are to incorporate the following provisions:

- a. The assignment shall be consistent with medical limitations as determined by the physician of record.
- b. The assignment shall be within the City of Berkeley and may include hours and days of work other than the employee's regular assignment, at no loss of pay.

41.17.2 The City may accommodate an employee disabled with a non-industrial disability by providing a modified work assignment in that employee's classification. To be eligible for such a modified assignment, the employee must provide the Human Resources Department with a medical statement from his/her treating physician that clearly states the medical limitations and abilities of the employee. If modification of that position does not serve the best interests of the City, other classifications may be considered, subject to the approval of the Director of Human Resources. Compensation will be provided at the level of the classification in which the temporarily disabled employee works during the disability. The employee must meet standards of satisfactory performance for the duration of the work assignment.

41.17.3 In the case of a medically certified pregnancy related disability, in which the normal duties clearly threaten the health and safety of the employee or the unborn child, the Human Resources Department will endeavor to place the employee in a position which best serves the interest of the City with no loss of pay, but in no event will such placement exceed three (3) months in duration.



**41.18 Part-Time Employment - Unit K-1**

The Human Resources Department shall maintain a list of career employees in Unit K-1 who are interested in part-time career employment (20 hours or more). The lists shall be maintained by classification and the requests for less than full-time work shall be handled in the same manner as requests for transfer and reinstatement. Employees shall be certified by classification to departments with a vacancy and shall be considered for part-time employment on the same basis as employees requesting transfer or reinstatement.

**41.19 Annual Performance Evaluation**

The City and the Union shall conduct a joint study of the annual performance evaluation process and make recommendations to the City Manager.

Annual performance evaluations shall be conducted by the employee's immediate supervisor and reviewed by additional levels of supervision. Each employee may make written comments on the evaluation which shall be made part of the employee's personnel records.

Prior to annual evaluation, the supervisor must have observed the employee's performance for at least three (3) months in that evaluation period. If extended leave or other circumstances prevent three (3) months observation, the performance evaluation shall be postponed until this minimum time has elapsed. In special circumstances of relief or rotating employees who regularly do not work consecutive periods of over three (3) months with the same supervisor, the evaluation shall be completed as regularly due with the primary supervisors providing a joint evaluation.

**41.20 Official Personnel File**

41.20.1 All official records of the employee's personnel history are maintained in the Human Resources Department, including applications for appointment, performance appraisal forms, employee transaction forms, formal disciplinary actions and other documents pertinent to the employee's official personnel history. Copies of these records may be retained by the employee's department, as a departmental personnel file.

41.20.2 Employees have the right to inspect their departmental individual personnel files and the official file which is maintained in the Human Resources Department during normal business hours, as provided by law. No material of any kind, except documents submitted by the employee, shall be placed in an employee's official personnel file or the

departmental personnel file after the date of employment without a copy being given to the employee. The employee may provide a concise written response to any material which is maintained in either personnel file.

- 41.20.3 If the employee believes that any material has been placed in the official personnel file in the Human Resources Department in violation of this provision, the employee may send a written request for its removal to the Director of Human Resources with a copy to the Department Head. The Director of Human Resources will make a determination of the appropriateness of the inclusion of the material and will notify the employee of the final disposition.

If the employee believes that any material has been placed in the Departmental Personnel file in violation of this provision, the employee may send a written request for its removal to the Department, with a copy to the Director of Human Resources. The Department Head will make a determination of the appropriateness of the inclusion of the material and will notify the employee of the final disposition.

- 41.20.4 In responding to inquiries from prospective future employers, only information available in the individual's official personnel file will be provided.
- 41.20.5 Records of grievances filed by an employee which do not relate to any disciplinary action taken against that employee shall not be maintained in the individual's Departmental or Human Resources Department file. Such records may be separately maintained but shall not be regarded or treated as part of the individual's Departmental or official Human Resources Department file.
- 41.20.6 Except as otherwise required by applicable law, any material related to disciplinary action which is subsequently overturned or rescinded shall be removed from the employee's Departmental and official Human Resources Department file.
- 41.20.7 Formal letters of reprimand or formal counseling concerning work rules or time and attendance shall be removed from an employees' official files upon request after 24 months provided the employee has maintained satisfactory performance. Letters of reprimand concerning all other subjects shall be removed from an employee's official personnel file upon request after 48 months provided the employee has maintained satisfactory performance.

Records of disciplinary actions involving a suspension of any length shall remain in the employee's official personnel file for as long as the City maintains the file, with one exception as follows: Upon mutual agreement between the City and the Union, a suspension of five (5) days or less shall be removed from an employee's official personnel file upon request, provided the employee has maintained satisfactory performance for five (5) years after the date of the suspension (i.e., no written reprimands or suspensions during the five (5) year period).

#### **41.21 Supplemental Retirement / Disability Insurance Plan**

Effective January 1, 1983, the majority of miscellaneous employees under the City's contract with the State of California Public Employees' Retirement System who were covered by the integrated Social Security Program voted to withdraw from participation in the Federal Social Security Program.

In lieu of Social Security payments, the City has agreed to pay an amount equal to that percent of individual pay (6.7% payable on the first \$32,400 of salary paid in the calendar year) which had been paid by the City to Social Security as of December 31, 1982 to a Supplemental Retirement and Income Plan which provides investment and long-term disability benefits for those employees previously covered under the integrated PERS/Social Security Plan. Provisions of this plan are described in, Berkeley Municipal Code Section 04.36.101 et seq. as amended. This payment is also applicable to those employees hired on or after 1/1/83.

All employees hired after July 22, 1988 are in SRIP II. Provisions of this plan are described in Municipal Code Section 04.38.101 et seq., as amended. All employees hired prior to July 22, 1988 are in SRIP I unless they chose to enroll in SRIP II prior to December 17, 1988.

The City will assume payment of the cost of current enrollees in the SRIP II optional long-term disability plan effective December 4, 1994. The City will assume the cost for long-term disability insurance for all SRIP II members upon completion of contract negotiations with the insurance carrier, but no later than February 26, 1995.

#### **41.22 Reclassification of Positions / Job Audits**

City agrees to honor up to one audit request per employee in each twelve-month period. The departmental manager must review and comment on the completed position description questionnaire and submit it to the Human Resources Department within 90 days of receipt from the employee. The employee shall be notified by the Human Resources Department within a reasonable time of receipt

of the completed position description questionnaire. Status updates regarding the position audit will be provided to the employee every six months until the position audit is completed.

If a bargaining unit position is upgraded or otherwise reclassified, it shall automatically be included in the bargaining unit if the work performed belongs under the jurisdiction of the Union as determined by the City after a review of the position by the Human Resources Department.

In the event the City reclassifies a position from a lower level classification to a higher level classification, an incumbent occupying such position shall be reclassified without competitive examination provided they have performed the duties of the new class for six (6) months and have not received an unsatisfactory evaluation. All other employees shall pass an examination for the higher class and shall serve the normal probationary period. If a position is reclassified, the employee shall receive back pay to the date of the beginning of the closest pay period that the position description questionnaire is received by the Department Head. Position description questionnaires shall be available at all times in each department.

**41.23 Reallocation of Positions**

The City will notify the Union of a decision to eliminate or reallocate bargaining unit positions and the City shall satisfy any meet and confer obligations on impact requirement in accordance with the MMBA.

**41.24 Break Facilities**

Each work location shall include a room that is reserved for use of employees for rest breaks and lunch breaks. Employees who wish to take rest or lunch breaks in these rooms shall have first priority for the use of such rooms unless alternative break facilities are provided.

**41.25 Educational Leave**

The employee shall be eligible for reimbursement for tuition, and textbooks for training that is required by the City or for training that is mutually acceptable to the employee and the City Manager or designee as follows.

41.25.1 After one (1) year of service (2080 hours of work), the City shall allow up to twenty-five (25) hours off with pay per year to employees:

- a. Who are required by law or as a condition of employment to obtain a license, a registration, or other certification, and in order to do so, must take courses which are not offered as part of their basic curriculum, or;

- b. Who are required by law or as a condition of employment to obtain continuing education units;

41.25.2 To obtain education and training related to job skills, to enhance performance of assigned duties or to promote employee development.

Employees seeking time off to take courses for an initial license or certificate which is a requirement of the job or related to job skills, or to enhance performance of assigned duties or promote development will require pre-approval by a department manager prior to undertaking the coursework.

#### **41.26 Jail Closure**

In the event that the City decides to consider closing the Berkeley City jail, the City will notify the Union at least ninety (90) days prior to the effective date of the closure. The City will meet and confer on the impact of the City's decision to close the jail. If the City decides to proceed with the Jail closure, employees currently assigned to work in the jail will be reassigned within the Police Department as positions are available. If there are not enough allocated budgeted positions available for all employees, the City will explore creating Community Service Officer position within the Police Department.

If there are not enough available allocated budgeted Community Service Officer and Community Service Officer Supervisor positions in the Police Department to place employees assigned to the Jail prior to closure, employees will be flexibly placed first to vacant allocated budgeted positions within the Police Department. If there are insufficient vacant allocated budgeted positions within the Police Department to place staff, then employees will be offered flexible placement into other vacant allocated budgeted positions within the City. Employees who are flexibly placed as a result of closure of the Jail shall preserve their pay for one year in keeping with the City's practice on flexible placement.

#### **41.27 YMCA**

Effective January 1, 1999, the cost of YMCA membership will be divided between the City and the employees, with the City contribution to be 75% of the monthly membership fee. The amount the City contributes toward the employee's monthly membership fee is subject to federal and state income tax withholding.

Use of a YMCA membership by a City of Berkeley employee, as provided for in this Agreement, is non-compensable, is not a part of the employee's work-related duties, is not required for employment and is not condoned as part of a physical

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

fitness program, or required to maintain top physical conditioning for the employee's job performance.

The City of Berkeley or its Claims Administrator may not be liable for any injury which arises out of a City of Berkeley employee's participation in and use of a YMCA membership.

**41.28 Address and Phone Number**

Employees have the responsibility to provide the City with their current address and telephone number.

**41.29 Legal Representation**

The City will consider on a case-by-case basis legal representation for employees in cases arising out of the lawful performance of their assigned job duties.

**41.30 Physical Exams**

The City may require physical exams by a physician of the City's choice for reasonable cause related to fitness for duty.

**41.31 Crimes against Employees**

The Police Department will promptly respond to any calls regarding criminal acts committed against a City employee while engaged in his or her employment. Reports of assault or other acts of criminal misconduct committed against a City employee will be promptly investigated. The results of the investigation will be submitted to the District Attorney for disposition.

**41.32 Classification Changes/New Classifications**

The City will meet and confer with the Union on the impact of the City's decision to a) change existing classifications or b) upon creation of new classifications. Such notice to the Union shall be given at least twenty (20) working days prior to the Personnel Board meeting that the City intends to bring the matter forward.

**41.33 Clerical Classification Upward Mobility Committee**

During the term of this contract (July 5, 2015 to June 16, 2018), the parties agree to establish an upward mobility committee for the purpose of meeting and discussing barriers to upward mobility of employees in the clerical classifications and to determine if the current classification series and the mechanism to advance through these is effective. The committee shall be composed of no more than four (4) representatives from the City and no more than four (4) representatives from the Union.

**41.34 Participation in Examinations and Interviews**

Employees shall be allowed time to participate in examinations administered by

the Human Resources Department or departmental selection interviews or testing, which are scheduled during an employee's regular working hours. Employees shall provide at least 48 hour notice to their supervisor of their participation in an examination or interview, and such time should be coded as regular work hours on their time sheet. Employees are not compensated for participating in examinations or selection processes that occur outside of their regular work hours. Employee who fails to provide notice as provided herein shall be required to use his or her own accrued leave.

**41.35 Commercial Driver Reassignment**

An employee who is required to possess a valid California Class A or Class B driver's license as a condition of employment and whose license has been temporarily suspended by either the Department of Motor Vehicles or the court system as a result of conduct occurring off the job shall be placed temporarily in a vacant budgeted allocated position which does not require driving subject to the following conditions:

- 41.35.1 Compliance with California Vehicle Code Section 15224: "Any driver who has a driver's license or privilege suspended, revoked, or canceled by any state for any period, or who is disqualified from driving a commercial motor vehicle for any period, shall notify his or her employer of the suspension, revocation, cancellation, or disqualification, before the end of the business day following the action."
- 41.35.2 The driver's license suspension in excess of thirty (30) days but no longer than one (1) year.
- 41.35.3 The employee will be required to take accumulated leave or leave without pay for the first thirty (30) days of the driver's license suspension.
- 41.35.4 The employee will be provided a temporary non-driving assignment only one time during his/her employment with the City.
- 41.35.5 An employee must have at least five (5) years of service with the City to qualify for a temporary non-driving assignment.
- 41.35.6 An employee must have a satisfactory performance evaluation with an overall rating of "Meets Requirements" (if the employee has not been evaluated within a year of the date of the temporary assignment, he/she will be considered to have satisfactory performance).
- 41.35.7 An employee must have no disciplinary suspension within three (3) years prior to the loss of his/her license.

- 41.35.8 An employee will not be eligible for this program if the employee at any time during his or her career has been suspended for any duration as a result of a positive drug or alcohol test result administered under the Omnibus Transportation Employee Testing Act of 1996 (OTETA).
- 41.35.9 No more than three (3) employees in a work unit and no more than 5 employees at any one time can be reassigned under this program. For the purposes of this policy, a work unit is defined as a subdivision of a department (e.g., Solid Waste Division of Public Works, Landscape Maintenance Division of the Parks, Recreation and Waterfront Department).
- 41.35.10 If the employee's job requirements are performed without the use of a vehicle, the employee will remain in his/her classification and retain full salary.
- 41.35.11 If an employee's job requirements are performed while using a vehicle (i.e., street sweeper), the employee will be temporarily reassigned to another vacant budgeted allocated position in the Maintenance Chapter in which his/her inability to drive can be accommodated. In such case, the employee's salary will be temporarily changed to the same step in the classification to which the employee is assigned. The employee will be returned to his/her former position upon reinstatement of his/her license.
- 41.35.12 In the event that there are no vacant budgeted allocated positions available, the employee will be placed on an approved leave until a vacancy exists or his or her license is reinstated, whichever occurs first.
- 41.35.13 Employees who have their Class A or B Commercial Driver License suspended or revoked shall have their Special Assignment Pay authorized under Section 17.14 (Special Class Commercial Driver's License Premium) suspended or cancelled upon the effective date of the revocation or loss of driving privileges. The Special Assignment Pay as provided in Section 17.14 (Special Class Commercial Driver's License Premium) shall be reactivated upon reinstatement of the employee's Class A or B Commercial Driver License.

**41.36 ERMA (Enterprise Resources Management Application) System**

The City agrees to meet and confer with the Union over the impact to wages, hours, or working conditions governed by this MOU related to the implementation of



ERMA (Enterprise Resources Management Application) system. This meet and confer shall begin no later than August 30, 2018.

## **SECTION 42: DEPENDENT CARE**

The City has established a Dependent Care Plan under Internal Revenue Code Sections 125 and 129 to allow employees to designate a specific amount of salary, consistent with applicable law, to be redirected to pay for dependent care costs prior to withholding of taxes.

## PUBLIC EMPLOYEES' RETIREMENT SYSTEM

### **SECTION 43: PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

#### **43.1 Participation**

The City shall continue participation under the Miscellaneous Employees Plan of the Public Employees' Retirement System.

#### **43.2 "Classic Employees" Definition**

Classic Employees are defined as current employees and future employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA).

#### **43.3 "New Members" Definition**

New Members are as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), Government Code Section 7522.04(f).

#### **43.4 CalPERS Retirement Formula for Members as Defined Under the Public Employees' Pension Reform Act of 2013 (PEPRA)**

"New Members" as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the retirement formula set forth in PEPRA.

#### **43.5 CalPERS Retirement Formula and Employer Paid Member Contribution for Classic Employees, i.e., current employees and future employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA)**

Effective January 5, 2003, the City agrees to provide the 2.7% at age 55 retirement formula benefit improvement, the City's contribution to CalPERS on behalf of the employee will increase from 7% to 8%. Effective July 3, 1994, contributions made pursuant to this section shall be reported to CalPERS as "special compensation" as provided in Government Code Section 20636(c)(4) pursuant to Section 20691. Said contributions shall not apply in the case of temporary or provisional employees.

The aforesaid contribution shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, or education incentive pay; nor shall such contribution be taken into account in determining the level of any other benefit which is a function of or percentage of salary. The City reserves the right to take said contribution into account for the purpose of salary comparisons with other employees.

The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or 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 of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

#### **43.6 New Members Payment of Employer Paid Member Contribution**

New Members as defined by PEPRA who are hired by the City on or after January 1, 2013 will be required to pay 50% of the normal cost, as provided by CalPERS. New Members shall receive any other additional optional CalPERS benefits that the City provides to Classic Employees as allowed by PEPRA.

#### **43.7 Optional Benefits**

The City's contract with CalPERS includes the following optional benefits:

- 43.7.1 **Classic Employees – One-Year Final Compensation:** : Classic Employees, as defined in Section 43.2, shall be eligible to receive retirement allowance based on One-Year Final Compensation as provided in Section 20042 (July 9, 1978).
- 43.7.2 **New Members – Three Years Final Compensation:** Provided further that New Members as defined by PEPRA hired on or after January 1, 2013 shall be eligible to receive retirement allowance based on three (3) highest consecutive years of compensation under the plan as provided in the California Public Employees Pension Reform Act of 2013, or as subsequently amended.
- 43.7.3 Post Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628 (December 16, 1973).
- 43.7.4 Post Retirement Survivor Allowance to Continue after Remarriage as provided in Section 21635 (July 18, 1986).
- 43.7.5 Credit for Unused Sick Leave as provided in Section 20965 (June 26, 1988).
- 43.7.6 1959 Survivor Benefits to Surviving Spouse at Age 60 as provided in Section 21580 (December 16, 1973).
- 43.7.7 Third Level of 1959 Survivor Benefits as provided in Section 21573 (November 28, 1996).

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

- 43.7.8 2% @ 55 for Local Miscellaneous Members as provided in Section 21354 (June 30, 1992).
- 43.7.9 Military Service as Public Service as provided in Section 21024 (April 9, 1999)
- 43.7.10 Public Service Credit for Peace Corps or AmeriCorps/VISTA Service as provided in Section 21023.5 (April 14, 2000).

The conversion of unused sick leave to Retirement credit benefit (Section 20965) offered by CalPERS as an optional benefit to contracting agencies shall be made available to Unit members.

**43.8 Classic Members' Pension Contribution**

- 43.8.1 Effective June 4, 2017, employees will contribute one percent (1.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allows such contributions via automatic payroll deduction on a pre-tax basis, in exchange for the City granting the salary increase set forth in Section 11, paragraph 11.1.9 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.
- 43.8.2 Effective December 31, 2017, employees will contribute an additional seven percent (7.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS contract amendment that allows such contributions on a pre-tax basis, for a total of eight percent (8.0%) via automatic payroll deduction on a pre-tax basis, in exchange for the City granting the salary increase (total of 5.58%) set forth in Section 11, paragraph 11.1.12 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions. The parties recognize that the Employer Paid Member Contributions (EPMC) shall remain in effect as long as the CalPERS amendment stays in effect.
- 43.8.3 If legislation is enacted requiring employees under the CalPERS retirement system to pay all of the employee's share of retirement, thus eliminating the EPMC, the parties agree as soon as possible to convert the employee's contribution to the employer's share under this 20516 CalPERS contract amendment to the employee's share towards retirement and the City will continue to pay the wage increase as described in Section 11, paragraphs 11.1.9 and 11.1.12 (maximum of 5.58%) associated with this cost neutral provision.

### 43.9 New Members' Pension Contributions

- 43.9.1 New Members, as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA), shall continue to pay 50% of the Normal Cost required under PEPRA.
- 43.9.2 Effective June 4, 2017, in addition to the contribution in Section 43.9.1, New Members will contribute one percent (1.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allows such contributions as pre-tax via automatic payroll deduction, in exchange for the City granting the salary increase (0.69%) set forth in Section 11, paragraph 11.1.9 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.
- 43.9.3 Effective December 31, 2017, in addition to the contributions in Sections 43.9.1 and 43.9.2, New Members will contribute an additional seven percent (7.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS contract amendment that allows such contributions as pre-tax, for a total of eight percent (8.0%) via automatic payroll deduction, in exchange for the City granting the salary increase (4.89%, for a total of 5.58%) set forth in Section 11, paragraph 11.1.12 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.
- 43.9.4 The parties recognize that the CalPERS 20516 employee contributions towards the employer rate is in addition to the required 50% of the normal cost of "new members" benefits and made in consideration of additional salary increases in Section 11 paragraphs 11.1.9 and 11.1.12 above (a total of 5.58% salary increase in exchange for employees paying an additional eight percent (8.0%) towards PERS pension cost).
- 43.9.5 If legislation is enacted and becomes effective during this agreement requiring "classic members" as defined by PEPRA to pay all of the employees' share of retirement thus requiring the discontinuation of the 20516 employee contribution towards the employer rate as described in Section 43.8.3 above, the parties agree that as soon as possible the City shall convert the "new members" eight percent (8.0%) contribution under the 20516 contract amendment to an equivalent payroll deduction. Such employee deductions by the City shall be used towards the City's CalPERS required contribution. No later than 60 days following execution of this Agreement (July 5, 2015 to June 16, 2018), the City will request, from the

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

IRS, a private letter ruling to determine whether or not the IRS permits the employee's payroll deduction of eight percent (8.0%) to be treated on a pretax basis. The City shall make such deductions on a post-tax basis unless and until it receives an IRS private letter ruling that confirms that such deductions can be treated on a pretax basis. If the IRS private letter stipulates that such deductions need to be made on a post-tax basis for "new members", the parties shall meet and confer over methods to ensure the cost-neutrality for both parties of the swap described in Section 11, paragraphs 11.1.9 and 11.1.12; and Sections 43.9.2 and 43.9.3 above.

## LAYOFF PROCEDURE

### **SECTION 44: LAYOFF**

This layoff policy for the City of Berkeley is intended to provide the maximum employment protection to the City staff should a layoff become necessary. The policy also aims to minimize the impact such a layoff might have on the City's affirmative action accomplishments.

#### **44.1 Announcement of Layoff**

- 44.1.1 The City Council, City Manager, and Department Heads shall make every reasonable effort to manage and budget the City's resources effectively, and to plan for the delivery of City services in a manner which will avoid the necessity of laying off career City employees. If a reduction in the work force is necessitated by, but not limited to, the following: a material change in duties and organization, adverse working conditions, return of employee from leave of absence or shortage of work or funds, the City Manager shall notify the Director of Human Resources of the intended action and the reason for the layoff.
- 44.1.2 Immediately following a decision which may involve the potential layoff of career City employees, the City Manager shall freeze all current City vacancies in the competitive service in similar and related classifications to those likely to be targeted for layoff, as well as all related full-time, temporary positions which are expected to last six (6) months or more, and notify all Department Heads that such current and anticipated vacancies will be frozen until further notice, in order to implement the provisions of Section 44.6. In notifying department heads of a freeze required by this section, the City Manager shall require that requisitions continue to be submitted for any budgeted positions which the department intends to fill and for which funding is available.
- 44.1.3 After the City has announced the need for a reduction in work force, including the magnitude of such reduction, and has informed employees of their prospective layoff or retreat, but before any actual layoff, the City shall seriously consider employee requests for alternative action, including job sharing.

## 44.2 Seniority Service Date

44.2.1 All service in the employ of the City shall be counted toward the establishment of an employee's Seniority Service Date, including, for example, permanent, probationary provisional, temporary (full-time and intermittent), seasonal, exempt employment, as well as leaves of absences for obligatory military service and approved parental leave while an employee of the City. Less than full-time service will be consolidated in equivalences of full-time service for the purpose of establishing the Seniority Service Date. Time off as a result of formal disciplinary action will be subtracted from the Seniority Service Date.

All leaves of absence without pay, regardless of duration, shall be subtracted from the employee's seniority service date. This provision will go into effect immediately upon implementation of necessary data processing and programming changes.

44.2.2 The Human Resources Department will maintain up-to-date and current Seniority Dates for all City employees holding probationary and permanent appointments. Approved parental leaves shall not be deducted from seniority service dates.

## 44.3 Establishment of Seniority Lists

44.3.1 Whenever a layoff of one or more career employees becomes necessary, as defined above, such layoffs shall be made according to City-wide classification Seniority Lists. Upon receiving notification that the City Manager must proceed with a possible reduction in the work force, and following receipt of information concerning the specific positions, programs and departments involved, the Human Resources Department will immediately establish separate Probationary and Permanent Seniority Lists for each classification targeted for layoff.

44.3.2 The names of all City employees holding permanent and probationary appointments in a given classification will be listed on the appropriate list in descending order by Seniority Service Date. Employees on both lists shall be laid off on the basis of their Seniority Service Date, i.e., employees with the least amount of total service shall be laid off first. Non-career employees and temporary agency personnel working in classifications similar to those identified for layoff must be terminated prior to the layoff of probationary or permanent employees. Employees on the Probationary Seniority List for a specific classification will be laid off prior to employees on the Permanent Seniority List for that class.



- 44.3.3 Probationary or permanent employees temporarily acting out of classification and holding a provisional appointment in another classification will only be listed on a Seniority List of the class targeted for layoff in which they hold permanent or probationary status. Any provisional appointment must be terminated prior to the retreat or layoff of a career employee with permanent or probationary status in the same classification.
- 44.3.4 If two (2) or more employees on a Seniority List have an identical Seniority Service Date, the tie shall be broken in the following order:
  - a. Time in classification - the employee having least time in the class shall be released first;
  - b. By lot.

#### **44.4 Employee Retreat Rights/Out Placement**

- 44.4.1 Before an employee with permanent or probationary status may be released from employment with the City of Berkeley, the Human Resources Department must consider the employee's right to retreat to lower level classification through which he or she was originally promoted or any subsequently created intermediate level career classification which provides normal progression through the classification series. Retreat rights shall also extend to employees who have not previously been promoted through a classification but for whom the classification is a natural progression or beginning in the classification series.
- 44.4.2 In addition to providing the employee with the appropriate retreat offer, when it is determined to be in the best interest of the service, the City Manager may authorize the Human Resources Department to offer the affected employee the option of out placement. The out placement offer would provide a designated amount of funds to be paid to the employee for use by the employee for career development. The employee could either accept the retreat offer (offer to bump another employee) or accept the out placement offer. If the employee accepts the out placement offer, the employee forfeits his or her rights including but not limited to retreat rights, flexible placement and re-employment rights, under the layoff policy and will be laid off. All offers of out placement will be made in a manner to comply with general law and the affected

employee will be required to sign a waiver and release of all claims in consideration for receiving this benefit.

- 44.4.3 In the process of retreating, the same rules concerning the length of service, classification, Seniority Lists, etc., apply as in the first stage of the layoff process. In order to retreat, the targeted employee must be higher on the Seniority List for the classification into which he or she is retreating than at least one of the incumbents on the probationary or permanent Seniority List for that class.
- 44.4.4 If an employee is qualified for retreat into more than one classification with comparable salary ranges or if a vacancy exists in a classification to which an employee is entitled to retreat, the options shall be discussed with the employee, and due consideration shall be given to the employee's preferences. However, it is the prerogative of the City Manager to determine the final placement offer to the employee.
- 44.4.5 The retreating employee has a right to be retained in the highest salary range possible which is equal to or less than his or her present salary range. An employee involved in layoff does not have a right of mandatory placement to positions with a higher salary range, i.e., promotion.
- 44.4.6 An employee who is transferred in lieu of layoff when his/her position has been eliminated shall have automatic return rights to the previous position if it is restored within one (1) year of the date of the transfer. If an employee with a full time position is offered a reduction in hours in that position or in a lower classification, the employee may elect to be targeted for layoff for purpose of consideration under Section 44.6 (Flexible Placement Program.) If there is no flexible placement available for the employee, the employee may accept the reduction in hours, in lieu of layoff.
- 44.4.7 Supervising Clerks shall be entitled to retreat rights into any of the senior clerical positions regardless of whether or not they have served in that position, if their skills meet the minimum qualifications of the lower classification.

#### **44.5 Employee / Union Notification**

- 44.5.1 Temporary employees shall be notified individually, in writing of pending layoff as soon as possible, but no definite time period is required. However, at least two (2) weeks notification is desirable if possible.
- 44.5.2 Employees with provisional appointments shall be notified individually, in writing, of pending layoff as soon as possible, with no less than fifteen (15) calendar days notification if targeted for release or reassignment.
- 44.5.3 All notices of layoff under Section 44.5 shall be issued to the union simultaneously with notice to the affected employee(s). Together with any layoff notices sent to the union, a list shall be included of all vacancies which are authorized for filling.

If an employee fails to accept a bona fide offer, in lieu of layoff, ten (10) calendar days after the offer has been made, he or she forfeits further right to employment retention. Acceptance of a reassignment does not remove the right of appeal under Section 44.9.

#### **44.6 Flexible Placement Program/Out Placement**

- 44.6.1 In order to minimize the negative impact of a layoff, the City Manager will, as previously stated in Section 44.1, impose a City-wide freeze on all appropriate vacancies as soon as it has been determined that a layoff of career City employees may be necessary.
- 44.6.2 Following the release of all non-career employees, in classes similar to those targeted for layoff, and as soon as employees targeted for layoff have been identified and the provisions under Section 44.4 have been carried out, the Human Resources Department will review and identify the frozen vacant classifications into which employees ultimately targeted for layoff may be placed on the basis of total experience and education. In making this decision, a waiver of minimum qualification standards, and/or the substitution of related experience and education may be made, with an understanding on the part of management and supervisory personnel that adequate on-the-job training which can be completed within no more than six (6) months, will be provided to facilitate job adjustment, and to compensate for the waiver of qualification standards if that has occurred. The employee, the supervisor and the training officer will meet to develop a training program. The employee will be advised of his/her progress after two, four, and six months in the new classification. If at the end of this time,

the employee is unable to adequately perform the assignment, then the employee shall again be subject to the layoff process.

- 44.6.3 In addition to providing the employee with the flexible placement offer, when it is determined to be in the best interest of the service, the City Manager may authorize the Human Resources Department to offer the affected employee the option of out placement. The out placement offer would provide a designated amount of funds to be paid to the employee for use by the employee for career development. The employee could either accept the flexible placement offer (offer to be flexibly placed in a vacant position) or accept the out placement offer. If the employee accepts the out placement offer, the employee forfeits his or her rights including but not limited to retreat rights, flexible placement and re-employment rights, under the layoff policy and will be laid off. All offers of out placement will be made in a manner to comply with general law and the affected employee will be required to sign a waiver and release of all claims in consideration for receiving this benefit.
- 44.6.4 Assignments under the Flexible Placement Program shall be limited to positions in the same or lesser salary range as the classification from which the employee is to be laid off, except that the City Manager may authorize the offer of a flexible placement to position with a maximum salary of no more than five (5) percent above the salary range as the classification from which layoff is targeted, when it is in the best interest of the City service to do so. Whenever flexible placement is made to a classification with a greater salary range, the appointment shall be probationary, in accordance with the terms of that classification.
- 44.6.5 Offers to positions under the Flexible Placement Program shall be made according to Seniority Service Date and in accordance with the Probationary and Permanent Seniority List certification process outlined in Section 44.3. All offers and placements made under this provision of the layoff policy shall be documented in detail, with records available for audit and review at all times.
- 44.6.6 If an employee fails to accept a bona fide written offer of an alternative job within ten (10) calendar days after the offer has been made he or she forfeits further rights to employment retention. Acceptance of an alternative job under the Flexible Placement Program in no way jeopardizes an employee's standing on the Reemployment Priority Lists on which his or her name has been placed in accordance with Section 44.7 (Reemployment Lists).

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

- 44.6.7 The union shall be notified when flexible placement is to occur within Units D, J, K-1, K-2.
- 44.6.8 Offers to positions under the Flexible placement Program shall be made according to Seniority Service Date and in accordance with the Probationary and Permanent Seniority List certification process outlined in Section 44.3 and in accordance with the following procedures:
- a. Full time vacancies authorized to be filled shall be listed in order from highest to lowest based on the actual maximum salary.
  - b. Part-time vacancies authorized to be filled shall be included in the above list in order based on the actual monthly maximum salary for the hours involved.
  - c. The individual with the earliest Seniority Service Date (SSD) targeted for layoff will be considered for flexible placement the top position in the above list.
  - d. If it is determined that the person with the earliest SSD is eligible and qualified for flexible placement in the top position on the list, the Human Resources Department shall offer the employee the position.
  - e. If the Human Resources Department or the City Manager determines that the employee is not eligible or not qualified for the top position, the Director of Human Resources shall proceed down the list of vacancies in an effort to identify the next highest position for which the employee is eligible and qualified for flexible placement. Upon identification of such a match, the Director of Human Resources shall offer that position to the employee.
  - f. This process shall be repeated until either a match is identified or the list of vacancies has been exhausted.
  - g. The above process shall then be repeated for the employee with the second highest SSD, and subsequently in order from earliest to most recent SSD for each of the other employees targeted for layoff.
- 44.6.9 All offers and placements made under this provision of the layoff policy shall be documented in detail, with records available for audit and review at all times. Upon request, a written statement of the reasons for not offering an employee a particular position shall be made to the employee and/or the Union.

## 44.7 Reemployment Lists

- 44.7.1 The names of all probationary and permanent employees released from positions in the competitive service as a result of layoff must be placed on Reemployment Priority Lists for those classifications from which they were separated, as well as all other classifications to which they have retreat rights in accordance with Section 44.4.
- 44.7.2 A Reemployment Priority List shall remain in effect for three (3) years. Said list shall remain in effect indefinitely for employees who are retreated and remain employed with the City.
- 44.7.3 Departments with vacancies in any classification for which there is an active Reemployment Priority List must use the Reemployment Priority List to fill their positions and may not use any other recruitment or appointment method to fill a vacancy until appropriate Reemployment Lists have been exhausted.
- 44.7.4 When a vacancy occurs in a class for which there is a Reemployment Priority List, the employee on the appropriate Reemployment Priority List with the highest Seniority Date shall be given the offer of employment with a copy sent to the department head. Employees so certified from the Reemployment Priority List must be appointed to the existing vacancy.
- 44.7.4.1 If two (2) or more employees on the Reemployment Priority List have an identical Seniority Service Date, the tie shall be broken in the following order:
- a. Time in classification - the employee having least time in the class shall be released first;
  - b. By lot.
- 44.7.5 If a former employee fails to accept a bona fide written offer of reemployment within fifteen (15) calendar days, his or her name will be removed permanently from the Reemployment Priority List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest salary range for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Priority Lists. However, the employee may decline (or accept) reemployment to lower salary range classifications without jeopardizing

his or her standing on the Reemployment Priority List for the classification from which he or she was originally terminated.

- 44.7.6 Upon reappointment to the classification from which the employee was originally separated or demoted, the employee has the right to be placed at the step of the salary range which the employee held at the time of layoff or demotion.

#### **44.8 Career-Exempt Employees**

Only those employees holding full-time, benefited, exempt positions who, in the past, have achieved permanent status and have been continuously employed without a break in service between their career and exempt appointment, have the right to retreat to previously held career classifications, placement on the Reemployment Priority Lists, and all other provisions governing layoff procedures. For the purpose of layoff, such employees shall be referred to as "career exempt."

#### **44.9 Appeal Procedures**

Any permanent, probationary, or career-exempt employee who is laid off, demoted, reassigned or transferred as a result of layoff and who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under Section 40. In addition, employees may, at all times, before, during and subsequent to layoff, review all records, including Seniority Lists, Reemployment Priority Lists, documentation pertaining to appointments under the Flexible Placement Program, etc., which pertain to their classification and their rights under the provisions of the layoff policy.

#### **44.10 Audit**

- 44.10.1 If it is determined that a vacancy has been filled by a non Reemployment Priority List eligible, in a classification for which a Reemployment Priority List existed and which included available applicants at the time, the former employee with reemployment rights shall be hired and given retroactive pay from the date that the vacancy occurred.
- 44.10.2 When a layoff has occurred, and a reemployment eligibility lists exists, and the union so requests, the City Manager shall order an outside audit of all vacant positions filled in each department and authorized positions which have not been filled, to determine whether the vacancies occurred in classifications for which Reemployment Priority Lists were in existence, and, if so, whether the appointments made by the selecting official were in accordance with the procedures outlined in Section 44.7. In the event vacancies, for which Reemployment Priority Lists were in existence remained unfilled, the auditor shall offer an opinion as to

City of Berkeley

**2018 – 2020 Memorandum Agreement**

**SEIU Local 1021 Maintenance and Clerical Chapters**

whether or not the reasons for leaving the positions vacant appear to be legitimate. A report of the audit must be transmitted to the City Manager and the City Council.

44.11 Reclassification or reallocation of positions shall not be used as a mechanism, the sole purpose of which is to improperly circumvent the provisions of this agreement, including provisions relating to layoff, transfer, demotion or promotion.



City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

## SIGNATURE PAGE

SEIU Local 1021:

City of Berkeley:

---

Jose Martinez, Chief Negotiator, SEIU Local 1021

---

Dee Williams-Ridley, City Manager

---

Sandra Lewis, Clerical Chapter President

---

Dania Torres-Wong, Chief Negotiator

---

Danny Walker, Maintenance Chapter President

---

Jovan Grogan, Deputy City Manager

---

Mafileo (Vina) Akoteu, Maintenance Chapter Steward

---

LaTanya Bellow, Director of Human Resources

---

Michael Ayers, Maintenance Chapter Chief Steward

---

Andrew Brozyna, Deputy Director of Public Works

---

Jay Elliot, Maintenance Chapter Steward

---

Scott Ferris, Director of Parks, Recreation and Waterfront

---

Wesley Gage, Maintenance Chapter Vice President

---

Jennifer Louis, Police Captain

---

Tamika Griffin-Singh, Clerical Chapter Steward

---

Jay Kelekian, Executive Director Rent Stabilization Board for the Rent Stabilization Board

---

Kimberly Reeve, Maintenance Chapter Steward

---

Elliot Warren, Acting Director of Library Services

---

Jenny Seay, Clerical Chapter Vice President

---

Margarita Zamora, Employee Relations Manager

---

Rebecca Webb, Clerical Chapter Chief Steward

---

Maya Wilson, Clerical Chapter Steward

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

**EXHIBIT A - Salary Ranges as of June 16, 2018**

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
42390	ACCT OFF SPEC II MC	K1	802	0.0000	0.0000	29.1437	30.4182	31.7431
42400	ACCT OFF SPEC III MC	K1	672	0.0000	0.0000	33.7558	35.2484	36.7999
42430	ACCT OFF SPEC SUP MC	K2	673	34.0660	35.7517	37.5043	39.3577	41.0183
31060	ACCT TECHNICIAN	K1	584	33.2190	34.8461	36.5650	38.3681	39.9868
41070	ADMIN ASSISTANT MC	K1	674	33.4521	35.1378	36.8904	38.7437	40.4045
60050	ANIMAL CONTROL OFFICER	D	521	0.0000	0.0000	31.5737	32.5214	33.4688
66170	ANIMAL SVCS ASSISTANT	D	437	0.0000	0.0000	27.8502	28.5882	29.4184
14490	AQUATICS COORDINATOR	K1	092	33.5109	34.8108	36.1106	37.5530	38.9032
64250	AQUATICS FACILITIES SUP	K1	743	26.6421	27.9807	29.3756	30.8512	32.3914
25860	ASST AQUATICS COORD	K1	200	28.2777	29.4687	30.5924	31.6658	32.8819
25850	ASST REC COORDINATOR	K1	199	28.2789	29.4722	30.5932	31.6657	32.8832
51060	BUILDING MAINT MECH	D	343	0.0000	0.0000	37.7845	39.0188	40.3070
61060	BUILDING MAINT MECH TRN	D	374	0.0000	0.0000	30.2526	31.2011	32.2562
51170	BUILDING MAINT SUPV	D	354	0.0000	0.0000	41.9706	43.2946	44.7707
72320	COM SERVICE OFFC SUP	J	733	35.7700	37.1974	38.6889	40.4147	42.2288
72330	COM SERVICE OFFICER	J	554	31.9188	33.1896	34.5207	35.8183	37.1811
53020	CONCRETE FINISHER	D	370	0.0000	0.0000	37.3521	38.4420	39.5316
53030	CONSTRUCTION EQUIP OPERAT	D	371	0.0000	0.0000	34.9812	36.0609	37.2311
63260	CONTAINER MAINTENA WELDER	D	389	0.0000	0.0000	31.1363	32.0976	33.0239
47150	CUSTOMER SVC SPEC II	K1	818	0.0000	0.0000	29.8393	31.4108	33.0665
47060	CUSTOMER SVC SPEC III	K1	683	0.0000	0.0000	33.7558	35.2484	36.7999
47070	CUSTOMER SVC SPVSR	K2	675	34.0660	35.7517	37.5043	39.3577	41.0183
52020	EQUIPMENT PARTS TECH	D	358	0.0000	29.9384	31.6576	33.1670	33.9302
51130	FORESTRY CLIMBER	D	351	0.0000	0.0000	35.9495	37.0707	38.2413
51120	FORESTRY CLIMBER SUP	D	350	0.0000	0.0000	41.8216	43.0545	44.3012
67020	FORESTRY CLIMBER TRNEE	D	440	0.0000	0.0000	27.7410	28.9067	30.0809
51160	FORESTRY TECHNICIAN	D	607	0.0000	0.0000	41.8216	43.0545	44.3012
67050	GROUNDKEEPER	D	444	0.0000	0.0000	27.8501	28.5833	29.4183
66020	JANITOR	D	434	0.0000	0.0000	25.8041	26.4497	27.1962
66010	JANITOR SUPERVISOR	D	433	0.0000	0.0000	30.0809	31.1375	32.0516
63110	LABORER	D	380	0.0000	0.0000	29.1512	29.9801	30.9412
54010	LANDSCAPE EQUIP OPER	D	372	0.0000	0.0000	35.2669	36.3398	37.4055
67030	LANDSCAPE GARDENER	D	441	0.0000	0.0000	32.2613	33.1588	34.2573
67080	LANDSCAPE GARDENER SUP	D	448	0.0000	0.0000	40.9743	42.1905	43.3895
67040	LANDSCAPE GARDENER TRAIN	D	443	0.0000	0.0000	27.1962	27.9591	28.7392
44010	MAIL SERVICES AIDE	K1	316	0.0000	0.0000	26.3661	27.2967	28.3199
71310	MARINA ASSISTANT MC	D	476	0.0000	0.0000	30.1625	31.0109	31.9763
52070	MECHANIC	D	362	0.0000	0.0000	39.6273	40.8255	42.0095
52090	MECHANIC LEAD	D	619	0.0000	0.0000	42.3926	43.6744	44.9630

## 2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
52080	MECHANIC SUPERVISOR	D	363	0.0000	0.0000	45.3533	46.6902	48.1183
63090	MECHANICAL SWEEPR OPER	D	379	0.0000	0.0000	34.5914	35.6291	36.6042
47040	OFFICE SPEC I M&C	K1	339	0.0000	0.0000	24.7895	25.8963	27.0367
47030	OFFICE SPEC II M&C	K1	303	0.0000	0.0000	28.5296	29.8043	31.1293
47050	OFFICE SPEC III M&C	K1	291	0.0000	0.0000	33.1419	34.6345	36.1860
47080	OFFICE SPEC SUP M&C	K2	676	33.4521	35.1378	36.8904	38.7437	40.4045
71240	PARKING ENFORCEMENT OFF	D	471	0.0000	0.0000	30.7402	31.6179	32.5250
71030	PARKING ENFORCEMENT SUP	D	457	0.0000	33.5635	35.2382	37.0081	38.8515
65020	PARKING METER M&C SUP	D	734	35.5739	37.3517	39.2218	40.4378	41.7291
52050	PARKING METER MECH TRNE	D	360	0.0000	0.0000	28.1523	28.9321	29.8629
52110	PARKING METER MECHANIC	D	365	0.0000	0.0000	31.7245	32.7224	33.7794
65050	PARKING METER MNT WORK	D	402	0.0000	0.0000	28.1523	28.9321	29.8629
81480	POLICE CAPTAIN	E	483	78.8681	81.5017	84.1952	87.0244	89.9210
72240	PUBLIC SFTY DISPATCH I	J	611	0.0000	0.0000	29.4520	30.8945	32.1861
72230	PUBLIC SFTY DISPATCH II	J	527	0.0000	0.0000	40.8580	42.5596	44.3415
51280	PUBLIC WORKS SUPERVISOR	D	356	0.0000	0.0000	41.3202	42.6991	44.1897
44020	RECORDS ASSISTANT	K1	707	0.0000	29.9384	31.6576	33.1670	33.9302
14480	RECREATION COORDINATOR	K1	091	33.5109	34.8108	36.1106	37.5530	38.9032
65780	REG VETERINARY TECH	D	821	0.0000	0.0000	28.1646	29.6514	31.2131
51140	ROSARIAN	D	352	0.0000	0.0000	33.6114	34.6598	35.7249
90110	SENIOR ANIMAL CONT OFCR	D	686	0.0000	0.0000	34.7352	35.7752	36.8066
72020	SENIOR CRIME SCENE TECH	J	713	0.0000	0.0000	39.9431	41.4946	43.1047
51150	SENIOR FORESTRY CLIMBER	D	353	0.0000	0.0000	37.7468	38.9308	40.1496
67100	SENIOR GROUNDSKEEPER	D	450	0.0000	0.0000	30.4164	31.2886	32.3285
67010	SENIOR LNDSCP GRDNR	D	439	0.0000	0.0000	34.4101	35.4371	36.5718
71320	SENIOR MARINA ASSIST	D	477	0.0000	0.0000	30.7097	31.5737	32.6051
52120	SERVICE TECHNICIAN	D	366	0.0000	0.0000	33.2678	34.2848	35.3018
51110	SEWER MAINT ASST SUPV	D	349	0.0000	0.0000	38.8541	40.1357	41.4524
63130	SKILLED LABORER	D	383	0.0000	0.0000	30.9412	31.8885	32.8914
65170	SOLID WASTE LOADER OPR	D	411	28.9923	31.1264	32.6851	34.3213	36.0286
65270	SOLID WASTE TRUCK DRIVR	D	415	0.0000	0.0000	35.3852	36.8271	37.8304
65130	SOLID WASTE WORKER	D	406	0.0000	0.0000	29.7640	31.1155	32.0210
72220	SUPERV PUBLIC SFTY DISP	J	529	0.0000	0.0000	46.8655	48.8089	50.8569
63010	TOOL LENDING SPECIALIST	D	375	0.0000	0.0000	31.4395	33.0942	34.8360
65140	TRACTOR TRAILER DRIVER	D	408	32.6851	34.3213	36.0285	37.8394	39.7247
51070	TRAFFIC MAINT SUPV	D	721	0.0000	0.0000	39.2219	40.4294	41.7291
63070	TRAFFIC MAINT WORKER I	D	377	0.0000	0.0000	29.1167	29.9467	30.9197
63080	TRAFFIC MAINT WORKER II	D	378	0.0000	30.9197	31.8589	32.8569	33.8045
52160	WAREHOUSE OPERATON SPEC	D	589	0.0000	34.3913	36.1022	37.8130	39.5069
65150	WEIGHMASTER	D	409	0.0000	30.4667	32.2194	33.7540	34.5256
65160	WEIGHMASTER TRAINEE	D	410	0.0000	0.0000	29.7372	31.0875	31.9930

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
52060	WELDER MECHANIC	D	361	0.0000	0.0000	40.1429	41.3619	42.5807
63250	YARDMASTER	D	388	0.0000	0.0000	32.9264	33.9781	34.9813

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

## EXHIBIT B - Salary Ranges as of July 29, 2018 (3.0% Cost of Living Adjustment)

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
42390	ACCT OFF SPEC II MC	K1	802	0.0000	0.0000	30.0180	31.3307	32.6954
42400	ACCT OFF SPEC III MC	K1	672	0.0000	0.0000	34.7685	36.3059	37.9039
42430	ACCT OFF SPEC SUP MC	K2	673	35.0880	36.8243	38.6294	40.5384	42.2488
31060	ACCT TECHNICIAN	K1	584	34.2156	35.8915	37.6620	39.5191	41.1864
41070	ADMIN ASSISTANT MC	K1	674	34.4557	36.1919	37.9971	39.9060	41.6166
60050	ANIMAL CONTROL OFFICER	D	521	0.0000	0.0000	32.5209	33.4970	34.4729
66170	ANIMAL SVCS ASSISTANT	D	437	0.0000	0.0000	28.6857	29.4458	30.3010
14490	AQUATICS COORDINATOR	K1	092	34.5162	35.8551	37.1939	38.6796	40.0703
64250	AQUATICS FACILITIES SUP	K1	743	27.4414	28.8201	30.2569	31.7767	33.3631
25860	ASST AQUATICS COORD	K1	200	29.1260	30.3528	31.5102	32.6158	33.8684
25850	ASST REC COORDINATOR	K1	199	29.1273	30.3564	31.5110	32.6157	33.8697
51060	BUILDING MAINT MECH	D	343	0.0000	0.0000	38.9180	40.1894	41.5162
61060	BUILDING MAINT MECH TRN	D	374	0.0000	0.0000	31.1602	32.1371	33.2239
51170	BUILDING MAINT SUPV	D	354	0.0000	0.0000	43.2297	44.5934	46.1138
72320	COM SERVICE OFFC SUP	J	733	36.8431	38.3133	39.8496	41.6271	43.4957
72330	COM SERVICE OFFICER	J	554	32.8764	34.1853	35.5563	36.8928	38.2965
53020	CONCRETE FINISHER	D	370	0.0000	0.0000	38.4727	39.5953	40.7175
53030	CONSTRUCTION EQUIP OPERAT	D	371	0.0000	0.0000	36.0306	37.1427	38.3480
63260	CONTAINER MAINTENA WELDER	D	389	0.0000	0.0000	32.0704	33.0605	34.0146
47150	CUSTOMER SVC SPEC II	K1	818	0.0000	0.0000	30.7345	32.3531	34.0585
47060	CUSTOMER SVC SPEC III	K1	683	0.0000	0.0000	34.7685	36.3059	37.9039
47070	CUSTOMER SVC SPVSR	K2	675	35.0880	36.8243	38.6294	40.5384	42.2488
52020	EQUIPMENT PARTS TECH	D	358	0.0000	30.8366	32.6073	34.1620	34.9481
51130	FORESTRY CLIMBER	D	351	0.0000	0.0000	37.0280	38.1828	39.3885
51120	FORESTRY CLIMBER SUP	D	350	0.0000	0.0000	43.0762	44.3461	45.6302
67020	FORESTRY CLIMBER TRNEE	D	440	0.0000	0.0000	28.5732	29.7739	30.9833
51160	FORESTRY TECHNICIAN	D	607	0.0000	0.0000	43.0762	44.3461	45.6302
67050	GROUNDSKEEPER	D	444	0.0000	0.0000	28.6856	29.4408	30.3008
66020	JANITOR	D	434	0.0000	0.0000	26.5782	27.2432	28.0121
66010	JANITOR SUPERVISOR	D	433	0.0000	0.0000	30.9833	32.0716	33.0131
63110	LABORER	D	380	0.0000	0.0000	30.0257	30.8795	31.8694
54010	LANDSCAPE EQUIP OPER	D	372	0.0000	0.0000	36.3249	37.4300	38.5277
67030	LANDSCAPE GARDENER	D	441	0.0000	0.0000	33.2291	34.1536	35.2850
67080	LANDSCAPE GARDENER SUP	D	448	0.0000	0.0000	42.2035	43.4562	44.6912
67040	LANDSCAPE GARDENER TRAIN	D	443	0.0000	0.0000	28.0121	28.7979	29.6014
44010	MAIL SERVICES AIDE	K1	316	0.0000	0.0000	27.1571	28.1156	29.1695
71310	MARINA ASSISTANT MC	D	476	0.0000	0.0000	31.0674	31.9412	32.9356
52070	MECHANIC	D	362	0.0000	0.0000	40.8161	42.0503	43.2698
52090	MECHANIC LEAD	D	619	0.0000	0.0000	43.6644	44.9846	46.3119
52080	MECHANIC SUPERVISOR	D	363	0.0000	0.0000	46.7139	48.0909	49.5618
63090	MECHANICAL SWEEP OPER	D	379	0.0000	0.0000	35.6291	36.6980	37.7023
47040	OFFICE SPEC I M&C	K1	339	0.0000	0.0000	25.5332	26.6732	27.8478
47030	OFFICE SPEC II M&C	K1	303	0.0000	0.0000	29.3855	30.6984	32.0632
47050	OFFICE SPEC III M&C	K1	291	0.0000	0.0000	34.1362	35.6735	37.2716
47080	OFFICE SPEC SUP M&C	K2	676	34.4557	36.1919	37.9971	39.9060	41.6166
71240	PARKING ENFORCEMENT OFF	D	471	0.0000	0.0000	31.6624	32.5664	33.5008
71030	PARKING ENFORCEMENT SUP	D	457	0.0000	34.5704	36.2953	38.1183	40.0170
65020	PARKING METER M&C SUP	D	734	36.6411	38.4723	40.3985	41.6509	42.9810

## 2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
52050	PARKING METER MECH TRNE	D	360	0.0000	0.0000	28.9969	29.8001	30.7588
52110	PARKING METER MECHANIC	D	365	0.0000	0.0000	32.6762	33.7041	34.7928
65050	PARKING METER MNT WORK	D	402	0.0000	0.0000	28.9969	29.8001	30.7588
72240	PUBLIC SFTY DISPATCH I	J	611	0.0000	0.0000	30.3356	31.8213	33.1517
72230	PUBLIC SFTY DISPATCH II	J	527	0.0000	0.0000	42.0837	43.8364	45.6717
51280	PUBLIC WORKS SUPERVISOR	D	356	0.0000	0.0000	42.5598	43.9801	45.5154
44020	RECORDS ASSISTANT	K1	707	0.0000	30.8366	32.6073	34.1620	34.9481
14480	RECREATION COORDINATOR	K1	091	34.5162	35.8551	37.1939	38.6796	40.0703
65780	REG VETERINARY TECH	D	821	0.0000	0.0000	29.0095	30.5409	32.1495
51140	ROSARIAN	D	352	0.0000	0.0000	34.6197	35.6996	36.7966
90110	SENIOR ANIMAL CONT OFCR	D	686	0.0000	0.0000	35.7773	36.8485	37.9108
72020	SENIOR CRIME SCENE TECH	J	713	0.0000	0.0000	41.1414	42.7394	44.3978
51150	SENIOR FORESTRY CLIMBER	D	353	0.0000	0.0000	38.8792	40.0987	41.3541
67100	SENIOR GROUNDSKEEPER	D	450	0.0000	0.0000	31.3289	32.2273	33.2984
67010	SENIOR LNDSCP GRDNR	D	439	0.0000	0.0000	35.4424	36.5002	37.6690
71320	SENIOR MARINA ASSIST	D	477	0.0000	0.0000	31.6310	32.5209	33.5833
52120	SERVICE TECHNICIAN	D	366	0.0000	0.0000	34.2658	35.3133	36.3609
51110	SEWER MAINT ASST SUPV	D	349	0.0000	0.0000	40.0197	41.3398	42.6960
63130	SKILLED LABORER	D	383	0.0000	0.0000	31.8694	32.8452	33.8781
65170	SOLID WASTE LOADER OPR	D	411	29.8621	32.0602	33.6657	35.3509	37.1095
65270	SOLID WASTE TRUCK DRVR	D	415	0.0000	0.0000	36.4468	37.9319	38.9653
65130	SOLID WASTE WORKER	D	406	0.0000	0.0000	30.6569	32.0490	32.9816
72220	SUPERV PUBLIC SFTY DISP	J	529	0.0000	0.0000	48.2715	50.2732	52.3826
63010	TOOL LENDING SPECIALIST	D	375	0.0000	0.0000	32.3827	34.0870	35.8811
65140	TRACTOR TRAILER DRIVER	D	408	33.6657	35.3509	37.1094	38.9746	40.9164
51070	TRAFFIC MAINT SUPV	D	721	0.0000	0.0000	40.3986	41.6423	42.9810
63070	TRAFFIC MAINT WORKER I	D	377	0.0000	0.0000	29.9902	30.8451	31.8473
63080	TRAFFIC MAINT WORKER II	D	378	0.0000	31.8473	32.8147	33.8426	34.8186
52160	WAREHOUSE OPERATON SPEC	D	589	0.0000	35.4230	37.1853	38.9474	40.6921
65150	WEIGHMASTER	D	409	0.0000	31.3807	33.1860	34.7666	35.5614
65160	WEIGHMASTER TRAINEE	D	410	0.0000	0.0000	30.6293	32.0201	32.9528
52060	WELDER MECHANIC	D	361	0.0000	0.0000	41.3472	42.6028	43.8581
63250	YARDMASTER	D	388	0.0000	0.0000	33.9142	34.9974	36.0307

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

## EXHIBIT C - Salary Ranges as of June 30, 2019 (2% Cost of Living Adjustment)

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
42390	ACCT OFF SPEC II MC	K1	802	0.0000	0.0000	30.6184	31.9574	33.3493
42400	ACCT OFF SPEC III MC	K1	672	0.0000	0.0000	35.4638	37.0320	38.6620
42430	ACCT OFF SPEC SUP MC	K2	673	35.7897	37.5607	39.4020	41.3492	43.0938
31060	ACCT TECHNICIAN	K1	584	34.8999	36.6093	38.4152	40.3095	42.0101
41070	ADMIN ASSISTANT MC	K1	674	35.1448	36.9158	38.7571	40.7041	42.4490
60050	ANIMAL CONTROL OFFICER	D	521	0.0000	0.0000	33.1713	34.1670	35.1623
66170	ANIMAL SVCS ASSISTANT	D	437	0.0000	0.0000	29.2594	30.0348	30.9070
14490	AQUATICS COORDINATOR	K1	092	35.2066	36.5722	37.9378	39.4532	40.8717
64250	AQUATICS FACILITIES SUP	K1	743	27.9902	29.3965	30.8620	32.4123	34.0304
25860	ASST AQUATICS COORD	K1	200	29.7086	30.9598	32.1404	33.2681	34.5457
25850	ASST REC COORDINATOR	K1	199	29.7098	30.9635	32.1412	33.2680	34.5471
51060	BUILDING MAINT MECH	D	343	0.0000	0.0000	39.6964	40.9932	42.3465
61060	BUILDING MAINT MECH TRN	D	374	0.0000	0.0000	31.7834	32.7799	33.8884
51170	BUILDING MAINT SUPV	D	354	0.0000	0.0000	44.0943	45.4853	47.0361
72320	COM SERVICE OFFC SUP	J	733	37.5800	39.0796	40.6466	42.4597	44.3656
72330	COM SERVICE OFFICER	J	554	33.5339	34.8690	36.2674	37.6307	39.0625
53020	CONCRETE FINISHER	D	370	0.0000	0.0000	39.2421	40.3872	41.5319
53030	CONSTRUCTION EQUIP OPERAT	D	371	0.0000	0.0000	36.7512	37.8856	39.1150
63260	CONTAINER MAINTENA WELDER	D	389	0.0000	0.0000	32.7118	33.7217	34.6949
47150	CUSTOMER SVC SPEC II	K1	818	0.0000	0.0000	31.3492	33.0002	34.7397
47060	CUSTOMER SVC SPEC III	K1	683	0.0000	0.0000	35.4638	37.0320	38.6620
47070	CUSTOMER SVC SPVSR	K2	675	35.7897	37.5607	39.4020	41.3492	43.0938
52020	EQUIPMENT PARTS TECH	D	358	0.0000	31.4533	33.2595	34.8453	35.6471
51130	FORESTRY CLIMBER	D	351	0.0000	0.0000	37.7685	38.9465	40.1763
51120	FORESTRY CLIMBER SUP	D	350	0.0000	0.0000	43.9378	45.2331	46.5428
67020	FORESTRY CLIMBER TRNEE	D	440	0.0000	0.0000	29.1447	30.3694	31.6030
51160	FORESTRY TECHNICIAN	D	607	0.0000	0.0000	43.9378	45.2331	46.5428
67050	GROUNDSKEEPER	D	444	0.0000	0.0000	29.2593	30.0296	30.9069
66020	JANITOR	D	434	0.0000	0.0000	27.1098	27.7881	28.5723
66010	JANITOR SUPERVISOR	D	433	0.0000	0.0000	31.6030	32.7131	33.6734
63110	LABORER	D	380	0.0000	0.0000	30.6263	31.4971	32.5068
54010	LANDSCAPE EQUIP OPER	D	372	0.0000	0.0000	37.0514	38.1786	39.2982
67030	LANDSCAPE GARDENER	D	441	0.0000	0.0000	33.8937	34.8366	35.9907
67080	LANDSCAPE GARDENER SUP	D	448	0.0000	0.0000	43.0476	44.3253	45.5850
67040	LANDSCAPE GARDENER TRAIN	D	443	0.0000	0.0000	28.5723	29.3738	30.1934
44010	MAIL SERVICES AIDE	K1	316	0.0000	0.0000	27.7002	28.6779	29.7529
71310	MARINA ASSISTANT MC	D	476	0.0000	0.0000	31.6887	32.5801	33.5943
52070	MECHANIC	D	362	0.0000	0.0000	41.6324	42.8913	44.1352
52090	MECHANIC LEAD	D	619	0.0000	0.0000	44.5377	45.8843	47.2381
52080	MECHANIC SUPERVISOR	D	363	0.0000	0.0000	47.6482	49.0527	50.5531
63090	MECHANICAL SWEEPR OPER	D	379	0.0000	0.0000	36.3417	37.4319	38.4564
47040	OFFICE SPEC I M&C	K1	339	0.0000	0.0000	26.0438	27.2067	28.4048
47030	OFFICE SPEC II M&C	K1	303	0.0000	0.0000	29.9732	31.3124	32.7044
47050	OFFICE SPEC III M&C	K1	291	0.0000	0.0000	34.8189	36.3870	38.0170
47080	OFFICE SPEC SUP M&C	K2	676	35.1448	36.9158	38.7571	40.7041	42.4490
71240	PARKING ENFORCEMENT OFF	D	471	0.0000	0.0000	32.2957	33.2178	34.1708
71030	PARKING ENFORCEMENT SUP	D	457	0.0000	35.2618	37.0213	38.8807	40.8174
65020	PARKING METER M&C SUP	D	734	37.3739	39.2417	41.2064	42.4840	43.8406

## 2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Job Code	Classification Title	Rep Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
52050	PARKING METER MECH TRNE	D	360	0.0000	0.0000	29.5768	30.3961	31.3740
52110	PARKING METER MECHANIC	D	365	0.0000	0.0000	33.3298	34.3782	35.4886
65050	PARKING METER MNT WORK	D	402	0.0000	0.0000	29.5768	30.3961	31.3740
72240	PUBLIC SFTY DISPATCH I	J	611	0.0000	0.0000	30.9423	32.4578	33.8147
72230	PUBLIC SFTY DISPATCH II	J	527	0.0000	0.0000	42.9254	44.7131	46.5852
51280	PUBLIC WORKS SUPERVISOR	D	356	0.0000	0.0000	43.4110	44.8597	46.4257
44020	RECORDS ASSISTANT	K1	707	0.0000	31.4533	33.2595	34.8453	35.6471
14480	RECREATION COORDINATOR	K1	091	35.2066	36.5722	37.9378	39.4532	40.8717
65780	REG VETERINARY TECH	D	821	0.0000	0.0000	29.5897	31.1518	32.7925
51140	ROSARIAN	D	352	0.0000	0.0000	35.3121	36.4136	37.5326
90110	SENIOR ANIMAL CONT OFCR	D	686	0.0000	0.0000	36.4928	37.5854	38.6690
72020	SENIOR CRIME SCENE TECH	J	713	0.0000	0.0000	41.9642	43.5942	45.2858
51150	SENIOR FORESTRY CLIMBER	D	353	0.0000	0.0000	39.6568	40.9007	42.1812
67100	SENIOR GROUNDSKEEPER	D	450	0.0000	0.0000	31.9555	32.8718	33.9643
67010	SENIOR LNDSCP GRDNR	D	439	0.0000	0.0000	36.1513	37.2302	38.4223
71320	SENIOR MARINA ASSIST	D	477	0.0000	0.0000	32.2636	33.1713	34.2549
52120	SERVICE TECHNICIAN	D	366	0.0000	0.0000	34.9512	36.0196	37.0881
51110	SEWER MAINT ASST SUPV	D	349	0.0000	0.0000	40.8201	42.1666	43.5499
63130	SKILLED LABORER	D	383	0.0000	0.0000	32.5068	33.5021	34.5557
65170	SOLID WASTE LOADER OPR	D	411	30.4593	32.7014	34.3390	36.0580	37.8516
65270	SOLID WASTE TRUCK DRIVR	D	415	0.0000	0.0000	37.1757	38.6906	39.7446
65130	SOLID WASTE WORKER	D	406	0.0000	0.0000	31.2701	32.6899	33.6413
72220	SUPERV PUBLIC SFTY DISP	J	529	0.0000	0.0000	49.2369	51.2786	53.4303
63010	TOOL LENDING SPECIALIST	D	375	0.0000	0.0000	33.0303	34.7688	36.5987
65140	TRACTOR TRAILER DRIVER	D	408	34.3390	36.0580	37.8515	39.7541	41.7348
51070	TRAFFIC MAINT SUPV	D	721	0.0000	0.0000	41.2065	42.4751	43.8406
63070	TRAFFIC MAINT WORKER I	D	377	0.0000	0.0000	30.5900	31.4620	32.4842
63080	TRAFFIC MAINT WORKER II	D	378	0.0000	32.4842	33.4710	34.5195	35.5150
52160	WAREHOUSE OPERATON SPEC	D	589	0.0000	36.1315	37.9290	39.7263	41.5059
65150	WEIGHMASTER	D	409	0.0000	32.0083	33.8497	35.4620	36.2726
65160	WEIGHMASTER TRAINEE	D	410	0.0000	0.0000	31.2419	32.6605	33.6118
52060	WELDER MECHANIC	D	361	0.0000	0.0000	42.1741	43.4548	44.7353
63250	YARDMASTER	D	388	0.0000	0.0000	34.5925	35.6974	36.7514



City of Berkeley

**2018 – 2020 Memorandum Agreement**

**SEIU Local 1021 Maintenance and Clerical Chapters**

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

**EXHIBIT D - VACATION LEAVE ACCRUAL HISTORY**

<b>YEARS DURING WHICH SERVICES RENDERED</b>	<b>YEARS OF SERVICE</b>	<b>AUTHORIZED ANNUAL VACATION LEAVE (in work weeks)</b>
All years prior to January 1, 1950		2
January 1, 1950 through December 1, 1956	1st 10 years of service	2
	Years of service in excess of 10	3
January 1, 1957 through December 31, 1961	1st 5 years of service	2
	6 - 25 years of service	3
	Years of service in excess of 25	4
January 1, 1962 through December 31, 1965	1st 5 years of service	2
	6 - 20 years of service	3
	Years of service in excess of 20	4
January 1, 1966 through June 30, 1970	1st 5 years of service	2
	6 - 20 years of service	3
	21 - 25 years of service	4
	Years of service in excess of 25	5
Subsequent to June 30, 1970	1st 5 years of service	2
	6 - 15 years of service	3
	16 - 25 years of service	4
	Years of service in excess of 25	5
January 1, 1978	1st 5 years of service	2
	6 - 15 years of service	3
	16 - 25 years of service	4
	Years of service in excess of 20	5
January 1, 1981	1st 4 years of service	2
	5 - 12 years of service	3
	13 - 20 years of service	4
	Years of service in excess of 20	5
July 1, 1983	1st 3 years of service	2
	4 - 11 years of service	3
	12 - 17 years of service	4
	Years of service in excess of 18	5

This Exhibit is included for historical reference only. Current vacation rates are shown in Section 19.

City of Berkeley

**2018 – 2020 Memorandum Agreement**

**SEIU Local 1021 Maintenance and Clerical Chapters**

## EXHIBIT E - HOURS AND DAYS OF WORK

1. **Units D and J Work Hours:** The hours and days of work applicable to employees in Representation Units D (Manual Occupations) and J (Para-professional Employees-Police Department), as set by the City Manager, are presently as follows:
  - a. **Hours Per Day**
    - Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday.  
Closed on Saturday.
  
    - Field Operations: 8 hours per day - 5 days per week. (Working arrangements may vary as to shifts for field operations in the different departments.)
  - b. **Hours Per Week (Basic)**
    - Office: 40 hours
    - Field Operations: 40 hours
  - c. **Work Week**
    - The work week will begin at 12:01 a.m. Sunday and end at Saturday midnight. Regular days off will be considered to be Saturday and Sunday.
  
2. **Units K-1 and K-2:** The hours and days of work applicable to employees in Representation Unit K-1 (career non-confidential office and clerical employees) and K-2 (supervisory clerical employees), as set by the City Manager, are presently as follows:
  - a. **Hours Per Day**
    - Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday
    - Police: 8 hours per day - 5 days per week.
    - Shop and Field: 8 hours per day - 5 days per week (presently includes):  
Information Technology, and Mail assignments.
    - Shifts: Working arrangements may vary as to shifts for Police,  
Shop and Field operations in the different departments.
  
    - Flex Time: Working arrangements may vary as to hours of work in  
departments having a Flex-Time program.

Subject to the final approval of the Department Head and taking into consideration the recommendation of the Division Head, employees may request variable

working hours, such to include but not limited to, requests that the employee be scheduled four days per week, ten hours per day.

However, employees in work units that provide a six (6) or seven (7) day operation may be required to flex their work schedule based on the needs of the work unit. Flexing of work schedule will be assigned on the basis of inverse seniority unless more senior employees prefer to accept such work. The required flexing of work schedules will be on a day-for-day basis. When an employee is required to work on a regularly scheduled day off, the department will provide that employee with an alternative day off in the same work week when the required flexing occurs

b. **Hours Per Week (Basic):**

Office: 40 hours

Police: 40 hours

Shop and Field: 40 hours

c. **Work Week**

The work week will begin at 12:01 a.m. Sunday and end at Saturday midnight. Regular days off will be considered to be Saturday and Sunday except in those departments with work units that provide six (6) or seven (7) day operations.

City of Berkeley

2018 – 2020 Memorandum Agreement

SEIU Local 1021 Maintenance and Clerical Chapters

**EXHIBIT F - SHOES, TOOLS AND UNIFORMS**

<b>Rep Unit</b>	<b>Classification Title</b>	<b>Annual Shoe Allowance</b>	<b>Annual Tool Allowance</b>	<b>Annual Uniform Allowance</b>
D	Animal Control Officer			\$1,400
D	Building Maintenance Mechanic	\$200	\$500	
D	Building Maintenance Mechanic Trainee	\$200	\$500	
D	Building Maintenance Supervisor	\$200	\$500	
K1	City Services Aide	\$200		
J	Community Services Officer			\$1,400
J	Community Service Officer Supervisor			\$1,400
D	Concrete Finisher	\$200		
D	Construction Equipment Operator	\$200		
D	Container Maintenance Welder	\$200	\$220	
D	Equipment Parts Technician	\$200		
D	Forestry Climber	\$200		
D	Forestry Climber Supervisor	\$200		
D	Forestry Climber Trainee	\$200		
D	Forestry Technician	\$200		
D	Groundskeeper	\$200		
D	Janitor	\$200		
D	Janitor Supervisor	\$200		
D	Laborer	\$200		
D	Landscape Equipment Operator	\$200		
D	Landscape Gardener	\$200		
D	Landscape Gardener Supervisor	\$200		
D	Landscape Gardener Trainee	\$200		
D	Marina Assistant	\$200		
D	Mechanic	\$200	\$500	
D	Mechanic Supervisor	\$200	\$500	
D	Mechanical Sweeper Operator	\$200		
K1	Offset Equipment Operator	\$200		
J	Parking Enforcement Officer			\$1,400
D	Parking Meter Maintenance Collection Supervisor	\$200	\$250	\$1,400
D	Parking Meter Maintenance Worker	\$200		\$1,400
D	Parking Meter Mechanic	\$200	\$250	\$1,400
D	Parking Meter Mechanic Trainee	\$200		
K2	Printing Services Supervisor	\$200		
J	Public Safety Dispatcher I			\$1,400
J	Public Safety Dispatcher II			\$1,400
D	Public Works Supervisor	\$200		
D	Solid Waste Truck Driver	\$200		
D	Solid Waste Worker	\$200		

## 2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

Rep Unit	Classification Title	Annual Shoe Allowance	Annual Tool Allowance	Annual Uniform Allowance
D	Rosarian	\$200		
D	Security Attendant	\$200		
D	Senior Animal Control Officer	\$200		\$1,400
D	Senior Forestry Climber	\$200		
D	Senior Groundskeeper	\$200		
D	Senior Landscape Gardener	\$200		
J	Senior Police Service Assistant			\$1,400
D	Service Technician	\$200	\$220	
D	Sewer Maintenance Assistant Supervisor	\$200		
D	Skilled Laborer	\$200		
D	Parking Enforcement Officer Supervisor			\$1,400
D	Supervising Parking Meter Mechanic	\$200	\$250	\$1,400
J	Supervising Public Safety Dispatcher			\$1,400
D	Tool Lending Specialist	\$200		
D	Tractor Trailer Driver	\$200		
D	Traffic Maintenance Supervisor	\$200		
D	Traffic Maintenance Worker I	\$200		
D	Traffic Maintenance Worker II	\$200		
D	Warehouse Operations Specialist	\$200		
D	Weighmaster	\$200		
D	Weighmaster Trainee	\$200		
D	Welder Mechanic	\$200	\$500	
D	Wheeled Loader Operator	\$200		

## **APPENDIX A - STREETS AND SANITATION – OVERTIME POLICY**

### **Scheduled Overtime (does not include staff on standby or on-call)**

For Streets and Sanitation, scheduled overtime shall be defined as an overtime assignment which is known at least **twenty four (24)** hours in advance.

### **Work Groups**

There are three work groups in Streets and Sanitation:

Sewer Maintenance Operation

Street Cleaning/Clean City Program

Construction Operation which consists of Street Concrete/Paving, Patch/Structural Repair and Stormwater Maintenance

Overtime assignments will be offered first to employees in the work group which is currently assigned to perform the type of work involved. Work shall be offered to the employees in that work group on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee in the work group volunteers to perform the work, the work may be offered to employees in other work groups.

### **Notification of Overtime Work Opportunities**

In the event that scheduled overtime becomes available, the Public Works Maintenance Superintendent, or his/her designee, shall do the following:

1. Post in a designated predetermined area a list of the available overtime assignment; and
2. Broadcast the overtime assignment over the radio to notify employees an overtime assignment is available.

### **Unscheduled Overtime**

Unscheduled overtime shall be defined as any overtime work which becomes available less than twenty-four (24) hours in advance of the work. For unscheduled overtime assignments, the Public Works Maintenance Superintendent, or his/her designee, shall use the radio to contact employees for their availability. Unscheduled overtime



**2018 – 2020 Memorandum Agreement**

City of Berkeley

**SEIU Local 1021 Maintenance and Clerical Chapters**

assignments will be offered first to employees in the work group which usually performs the type of work involved. As with scheduled overtime, work shall be offered on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee in the work group volunteers to perform the work, the work may be offered to employees in other work groups who are qualified to perform the work.

## **APPENDIX B - SOLID WASTE AND RECYCLING MANAGEMENT DIVISION - OVERTIME POLICY**

### **Scheduled Overtime for Planned Special Events**

The following events are covered by this Section:

- July 4<sup>th</sup> Celebration
- Solano Stroll
- UC Football Home Game Days
- Kite Festival
- Cal Move Out

A schedule for these special events will be created at the beginning of the calendar year. No sooner than forty-five (45) days prior to the special event the overtime will be offered to employees in the classification who normally perform the work. Work shall be offered to employees on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee volunteers to perform the work, the work may be offered to any other employees who are qualified to perform the work.

### **Scheduled Overtime**

Scheduled overtime shall be defined as an overtime assignment other than Planned Special Events which is known at least twenty four (24) hours in advance. Overtime will be offered to employees in the classification who normally perform the work. Work shall be offered to employees on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee volunteers to perform the work the work, may be offered to any other employees who are qualified to perform the work.

### **Unscheduled Overtime**

Unscheduled overtime shall be defined as any overtime work which becomes available less than twenty-four (24) hours in advance of the work. Overtime will be offered to the employees in the classification who normally perform the work. Such work shall be offered first to employees who are on their day off and who are present at the work site and available to work. Work shall be offered to the employees who are present,

2018 – 2020 Memorandum Agreement

City of Berkeley

SEIU Local 1021 Maintenance and Clerical Chapters

commencing with the employee who would next be eligible for overtime on the seniority list and proceeding down the list. If overtime remains after all employees who are at the work site on their day off have been assigned, the remaining overtime will be offered next to employees who sign up on the unscheduled overtime list created for this purpose. Overtime will be then offered to all employees in the classification who normally perform the work based on a rotating seniority basis, commencing with the most senior employee and proceeding down the list until the last employee on the unscheduled overtime list has been offered an opportunity to work, overtime. When all the employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list.

**City of Berkeley and SEIU 1021  
Maintenance and Clerical Chapters  
&  
Community Services and Part Time Recreation Leaders Association  
TENTATIVE AGREEMENT  
JULY 1, 2020**

The Parties have reached a Tentative Agreement on the following terms:

**A. Provisional Employee**

Amend MC section 13.4 to include the following:

No employees shall hold a provisional appointment in the same position for more than 12 months. The City Manager may extend the provisional appointment beyond this 12- month limitation ~~after notification and consultation with the union~~ with the mutual agreement of the parties.

**B. Limited Reopener**

NEW LANGUAGE: If during the fiscal year 2020 -2021 the City reaches agreement with another bargaining unit or extends to unrepresented employees to confer an across the board Cost of Living Adjustment (COLA) increase and/or an additional City contribution towards medical premiums, the City agrees to a limited reopener to meet and confer with SEIU on these increases.

**C. Living Wage**

NEW LANGUAGE: The City agrees to pay each of its direct employees an hourly wage of no less than \$18.33 effective the first full pay period in January 2021. The City agrees to pay each of its direct employees an hourly wage of no less than \$19.33 effective the first full pay period in June 2021. If the Living Wage increases beyond \$19.33, as outlined in the Berkeley Municipal Code effective July 2021, the City shall implement the increases the first full pay period in September 2021 and July 1<sup>st</sup> of each year thereafter.

**D. Term Duration**

Parties agree to a one-year term ending on June 26, 2021.

**E. Additional Language on Layoffs for the Term of the MOU**

NEW LANGUAGE: The City recognizes the important role that the employee workforce plays in delivering public services; therefore, during the term of this Agreement the City agrees to not layoff any represented career employees. However should the City determine that its expenditures exceed its revenues during the term of this Agreement, the City may notice the Union in writing and the Union shall meet and confer over one-time cost savings and alternatives such as furloughs, union-directed VTO, etc. Nothing in this section requires the City to retain positions (filled or vacant) where state,

federal or grant funding has been reduced or eliminated and would require the City to backfill such positions. All other MOU provisions on Layoffs remain unchanged.

**F. COVID19 Related Proposals**

- 1. Additional City Emergency Paid Sick Leave Allocation.** NEW LANGUAGE: The City shall provide an additional 80 hours of emergency paid sick leave to be used for COVID-19 related reasons as listed in the Emergency Paid Sick Leave Act. Part-time employees receive a prorated number of hours. In order to use this additional City emergency paid sick leave, the employee must first exhaust all hours that they received under the Emergency Paid Sick Leave Act. The City will use a specific pay code for this additional emergency paid sick leave and these additional hours will be available until June 30, 2021. These additional 80 emergency paid sick leave hours shall have no cash value and may not be used towards any CalPERS retirement service credit as outline in section 43.7.5 of the Maintenance and Clerical MOU and 47.8.5 of the Community Services MOU.
- 2. Additional Floating Holidays.** NEW LANGUAGE: For employees who were required to remain in the workplace from March 17, 2020 – June 1, 2020, the City will provide 8 hours of floating holidays for every 40 hours of regularly scheduled hours worked in the workplace up to a maximum of 32 hours of floating holiday. The City will credit these floating holiday hours in the first full pay period after adoption of the MOU. The following classifications which, due to the nature of the assignment, require backfill, employees will be paid a stipend in the amount of the earned floating holiday hours up to a maximum of 32 hours the first full pay period in August 2020:

Solid Waste Drivers, Solid Waste Workers, Long Haul Drivers, Community Services Officer, Public Safety Dispatchers I/II, and Supervising Public Safety Dispatchers.

City will use a specific pay code for these additional floating holiday hours will be available until June 30, 2021. These additional 32 hours of floating holiday shall have no cash value and may not be used towards CalPERS retirement service credit as outlined in section 43.7.5 of the Maintenance and Clerical MOU and 47.8.5 of the Community Services MOU.

Date: 7/2/2020

For the Union  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 7-1-2020

For the City  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

