

**MEMORANDUM OF UNDERSTANDING
ON
WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT**

FAME

**FREMONT ASSOCIATION
OF MANAGEMENT EMPLOYEES
AND
CITY OF FREMONT**



**TERM OF AGREEMENT
JULY 1, 2019 - JUNE 30, 2021**

CITY OF FREMONT
MEMORANDUM OF UNDERSTANDING
FREMONT ASSOCIATION OF MANAGEMENT EMPLOYEES

2019-2021

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CITY OF FREMONT
AND
FREMONT ASSOCIATION OF MANAGEMENT EMPLOYEES

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter referred to as City), and the FREMONT ASSOCIATION OF MANAGEMENT EMPLOYEES (hereinafter referred to as the Association or FAME), pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix "A," attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

The City recognizes the Association as the informal bargaining representative for the purposes of establishing wages, hours and other terms and conditions of employment for employees in the classified service who are employed in the classes of positions set forth in Appendix "A", attached hereto and made a part hereof, as well as position classifications that may be added or deleted by mutual agreement in writing between said Association and the Municipal Employee Relations Officer (City Manager).

ARTICLE III. NON-DISCRIMINATION

The City and the Association agree that each shall not discriminate in any aspect of employment or membership based on political affiliation, race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, age (40 and over), medical condition (cancer and genetic characteristics), disability (mental and physical) including HIV and AIDS or any other basis prohibited by law.

ARTICLE IV. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provisions of Section 3500, et seq., of the Government Code of the State of California, and Chapter 4.5, Title 2 of the Fremont Municipal Code, in that the Employer and Employee representatives noted herein did meet and discuss in good faith and did reach agreement on those matters within the scope of representation.

ARTICLE V. EXISTING BENEFITS CONTINUED

Except as provided herein, this Memorandum of Understanding does not modify existing economic benefits contained in the Personnel Resolution (Resolution 688), as amended or Personnel Ordinance. Such economic benefits as remain unmodified shall continue in full force and effect throughout the term of this Understanding.

ARTICLE VI. TERM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "Understanding") incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Understanding shall be effective as of July 1, 2019 and shall terminate June 30, 2021.

ARTICLE VII. TOTAL AGREEMENT

- A. This Understanding sets forth the full and entire understanding of the parties regarding matters set forth herein. All prior Memoranda of Understanding are hereby superseded or terminated in their entirety.
- B. No verbal statement or other addition or modification, except an amendment mutually agreed upon between the parties in writing, annexed hereto, and designated as an amendment to this Understanding, shall supersede the provisions herein.
- C. Except as specifically provided herein, it is agreed and understood that each party hereto waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Understanding.
- D. The waiver of any breach, term or condition of this Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE VIII. VALIDITY OF MEMORANDUM

Should any article, section, or portion thereof of this Understanding be found to be unlawful and/or unenforceable by any court of competent jurisdiction, such decision of the court shall only modify or invalidate the specific article, section, or portion thereof modified or invalidated by the decision, and the remainder of this Understanding shall not be affected thereby, and shall remain in full force and effect throughout the term of this understanding.

ARTICLE IX. CITY RIGHTS

The City reserves, retains and is vested with any management rights not expressly granted to the Association by this Agreement, the Personnel Rules or the Employer-Employee Relations Ordinance or Administrative Regulations. These City rights include but are not limited to the right to:

- A. Determine and modify the organization of City government and its constituent work units.
- B. Determine the nature, standard, levels and mode of delivery of City services.
- C. Determine the methods, means, number and kind of personnel by which services are provided.
- D. Impose discipline subject to applicable law and the provisions of this understanding.
- E. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons subject to the Personnel Rules.
- F. Adjust, solely at the discretion of the City Manager and notwithstanding any other provision of this Understanding, the salary schedule, leave, and other compensation and/or benefits to recognize superior individual performance or for positions for which it is difficult to recruit and/or retain suitable employees

Nothing in this Article with the exception of Section F shall relieve the City of its obligation to meet and confer on the impact of the exercise of rights enumerated in this article that are within the scope of representation.

ARTICLE X. CITY COUNCIL APPROVAL

It is the mutual understanding of the parties hereto that this Memorandum of Understanding is of no force or effect until approved by the City Council of the City of Fremont.

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

A. FAME MEMBERS

- 1. Effective June 23, 2019, the salaries for all classifications listed in Appendix A shall be increased by 4.0%.
- 2. Effective June 21, 2020, the salaries for all classifications listed in Appendix A shall be increased by 4.0%.
- 3. To address market equity concerns, the salaries for the classifications of Fleet Maintenance Manager and Infrastructure Services Manager shall be increased by an additional 2.0% effective June 23, 2019. The salaries shall again be increased by an additional 2.0% effective June 21, 2020.

B. MARKET SURVEY METHODOLOGY

- 1. The parties have developed a system for periodically conducting market surveys of classifications represented by FAME, attached hereto as Appendix "B".

ARTICLE II. UNIFORM/SAFETY EQUIPMENT ALLOWANCE

Effective the first full pay period in July 2019, Fire Safety Management employees and Fire Non-Safety Management employees required to wear a uniform shall receive biweekly payments of \$38.47 for a total uniform allowance of \$1,000.00 per year..

The City shall continue to purchase safety equipment for Fire Safety Management employees. Safety equipment includes safety shoes, turn-outs, helmet, boots, wool pants, and suspenders.

Employees who leave City employment for any reason or who are no longer covered by this agreement shall not be eligible for nor be paid the uniform allowance for any part of the pay period after which departure from the City occurs.

An employee newly appointed to a position that is eligible to receive Uniform/Safety Equipment Allowance pursuant to this Article, shall be eligible for and shall receive biweekly payments of \$38.47 in the first full pay period that occurs after his/her date of appointment.

ARTICLE III. TEMPORARY UPGRADE PAY

A FAME employee specifically assigned by a Department Head, or his/her designated representative, on a temporary basis to a position in a higher classification, and who, pursuant to such assignment, performs the preponderance of duties of that position on a day to day basis may seek additional compensation for such assignment.

Process

1. A request for Temporary Upgrade Pay may be initiated by either the employee or the supervisor.
2. The request shall specify a time period, with a start and end time.
3. The amount of the increase would be discretionary, based on the level of the duties to be performed and the duration of time they would be performed by the subordinate employee.
4. The recommendation shall be forwarded to the Department Head in the form of a memo which outlines the justification for Temporary Upgrade Pay, accompanied by a Personnel Action form.
5. If agreed to by the Department Head, the Personnel Action form, along with the memo, will be forwarded to Human Resources for final processing.
6. The Human Resources Director shall review the request for appropriateness and consistency of application across the organization, both in terms of duration and level of compensation.

7. The City shall report Temporary Upgrade Pay in accordance with CalPERS Requirements.

Criteria

The Department Head shall consider the following criteria for the application of Temporary Upgrade Pay to a managerial position.

1. Duties assumed by the subordinate position shall be for a period which exceeds at least 3 consecutive weeks. Exceptions to this may be made by the City Manager or his/her designee.
2. Duties assumed shall be substantive in scope and content, representing the preponderance of duties of the position.

Considerations

In addition to the established criteria, the Department Head shall consider the following when reviewing whether to apply Temporary Upgrade Pay.

1. Professional development (training) opportunities should not be discouraged as a result of this process.
2. Some position descriptions already incorporate serving in a higher level position in the absence of a supervisor and are compensated accordingly.
3. The application of Temporary Upgrade Pay shall be at the discretion of the Department Head and shall not be considered an entitlement.
4. Assumption of duties by the subordinate employee is of a limited duration, as distinguished from a temporary appointment to a position for an extended time period.

ARTICLE IV. MANAGEMENT INCENTIVE PAY

A FAME represented employee who, due to the unique nature of his/her job, is assigned by a Department Head to perform additional duties during normal work hours, may receive Management Incentive Pay at the exclusive discretion of the City Manager or his/her designee. The City will report compensation in accordance with CalPERS requirements (Note: Management Incentive Pay is not reportable compensation for PEPRA members).

ARTICLE V. SAFETY MEMBER LONGEVITY PAY

Effective July 2001, the parties implemented a 2.3% base pay increase for safety managers after completion of 24 years of service. Such payment shall begin in the

biweekly pay period that includes July 1, and following the completion of 24 years of service.

CHAPTER 3. LEAVES

ARTICLE I. DEFINITION OF A WORKDAY

For the purpose of accrual or use of leave time, a day/workday is defined as the number of hours equivalent to 0.3846% of the total number of duty hours in the normal duty year (before deducting time off for vacation and holidays) of the employee involved.

ARTICLE II. GENERAL LEAVE

The General Leave Plan will be administered as follows:

- A. General Leave may be used for any leave purpose, but its use shall be governed by the current Personnel Rules and any amendments thereto dealing with leaves. There shall be two (2) categories of General Leave:
 1. Scheduled Leave: Any leave that can be reasonably forecast or anticipated, i.e., vacation leave, scheduled medical/dental appointments, "extended weekends", "personal" leave, etc., shall require prior approval of the employee's supervisor.
 2. Unscheduled Leave: Any leave that is genuinely of an unanticipated nature, i.e., "sick leave", emergency leave. Inappropriate use of unscheduled leave may be grounds for corrective action in accordance with current practice.
- B. The General Leave Plan shall be in lieu of vacation hours, sick leave hours, emergency hours, and management leave hours.
- C. An employee must use all accrued General Leave before a request for leave of absence without pay will be granted, except upon approval of the City Manager.

D. DEFINITIONS

For the purposes of this Article, the following terms have the meanings stated below:

1. OLD GENERAL LEAVE BANK shall mean all General Leave held for the benefit of the individual employee represented by the Association as of December 1, 1992.
2. NEW GENERAL LEAVE BANK shall mean all General Leave accrued by the individual employee represented by the Association on or after December 1, 1992.
3. AGGREGATE GENERAL LEAVE BANK shall mean the total number of Old General Leave Hours plus New General Leave Hours.

4. AGGREGATE GENERAL LEAVE ACCRUAL LIMIT shall mean a maximum accrual of General Leave time held for the benefit of an employee as described in Section E, below, plus the number of Old General Leave hours.
5. SICK LEAVE BANK shall mean leave with pay hours available to employees which may be used for personal illness or illness involving a member of the employee's immediate family requiring the care and/or involvement of the employee.
6. SABBATICAL/SICK LEAVE BANK shall mean a bank of leave with pay available to all eligible employees. This bank may be used for personal illnesses or may be used for SABBATICAL LEAVE as described in Section G, below. The maximum accrual of the SABBATICAL/SICK LEAVE BANK is 1040 hours, and hours are deposited into the SABBATICAL/SICK LEAVE BANK pursuant to the requirements of Section G.
7. ACCRUABLE LEAVE hours refers to General Leave hours earned as outlined in Section E.
8. NON-ACCRUABLE LEAVE hours refers to General Leave hours credited to employees on the payday for the biweekly pay period that includes July 1 of each year. Non-Accruable General Leave hours are not available for cash out at any time and are not available for carryover from one fiscal year to the next. At the beginning of the fiscal year hours are replenished.
9. FLOATING HOLIDAY hours refers to hours credited to employees each year as described in Chapter 3, Article V. For miscellaneous members, FLOATING HOLIDAY hours are not available for cash out at any time and the hours are replenished at the beginning of the fiscal year. For public safety members, the FLOATING HOLIDAY hours will be added to the Holiday Time Bank each year and are available for cash out as described in Chapter 3, Article V.

E. GENERAL LEAVE ACCRUAL

All eligible public safety employees shall earn Accruable and Non-Accruable General Leave for continuous service based on the following schedule:

Yrs. of Service	Accruable Leave		Non-Accruable Leave	Total	Max Limit on Accruable Leave ¹
	Per Year	Per Pay Period			
0-5	108 hours	4.154 hrs	88 hours	196 hrs	347 hours
6-10	132 hours	5.077 hrs	88 hours	220 hrs	386 hours
11-15	132 hours	5.077 hrs	112 hours	244 hrs	426 hours
16+	156 hours	6.000 hrs	112 hours	268 hrs	465 hours

Effective July 1, 2013, all eligible miscellaneous employees shall earn Accruable and Non-Accruable General Leave for continuous service based on the following schedule:

Yrs. of Service	Accruable Leave		Non-Accruable Leave	Total	Max Limit on Accruable Leave ¹
	Per Year	Per Pay Period			
0-5	128 hours	4.923 hrs	112 hours	240 hrs	347 hours
6-10	152 hours	5.846 hrs	112 hours	264 hrs	386 hours
11-15	164 hours	6.308 hrs	124 hours	288 hrs	426 hours
16+	188 hours	7.231 hrs	124 hours	312 hrs	465 hours

Accruable and Non-Accruable General Leave may be combined for time off in a single day.

Any hours of Non-Accruable General Leave used will be replenished at the beginning of the biweekly pay period that includes July 1 each year, up to the maximum allowable hours based on years of continuous service. Non-Accruable General Leave hours are not available for liquidation at any time or for payoff at termination.

The employee shall have the discretion to identify whether the leave to be used is Non-Accruable or Accruable General Leave. If the employee does not designate the type of leave to be used, the City shall draw down Non-Accruable General Leave before drawing down Accruable General Leave.

For employees with 0-5 years of service with the City, the City Manager may, at his/her sole discretion, credit non-City work experience to the employee's years of service for purposes of leave accrual rates. Such credit shall not apply for any other purpose.

F. UTILIZATION OF "OLD GENERAL LEAVE" BANK

1. General Leave held for the benefit of an employee on or before November 30, 1992 will be maintained in a separate "Old General Leave" bank. Old General Leave, once drawn down, can only be replenished for the purpose of liquidation upon termination, as described in paragraph G below.
2. The City will draw down accruable and Old General Leave based on the "Last In First Out" method.

¹ Maximum based on 1.5 times maximum in 1993-1996 MOU.

G. LIQUIDATION OF LEAVE

1. CURRENT EMPLOYEES

Internal Revenue Service (IRS) regulations require the City to report and withhold taxes on the value of the paid leave an employee is eligible to sell back. In order to ensure compliance with the IRS requirements and to avoid unanticipated tax consequences:

Effective July 1, 2019:

On or by the first pay date in December of each calendar year, eligible employees who want to cash out accrued general leave in the following calendar year shall make an irrevocable election to cash out up to 60 or 80 hours of general leave accrued in the next calendar year, subject to the conditions set forth in the table below. If elected, accrued general leave will be cashed out at the employee's base rate of pay on the last pay date in the following December.

To be eligible for leave cash-out, an employee must have a combined (old and new) general leave balance of at least 75% of their maximum accruable general leave by the end of the last full pay period in September in the year of the cash-out.

Years of Service	Maximum Accruable Leave	75% Qualifying Balance	Maximum Liquidation Limit
0-5	347 hours	260	60 hours
6-10	386 hours	289	60 hours
11-15	426 hours	319	80 hours
16+	465 hours	349	80 hours

2. SABBATICAL/SICK LEAVE BANK

Any Accruable General Leave hours accrued above the maximum aggregate general leave limit shall be placed into a SABBATICAL/SICK LEAVE BANK.

The SABBATICAL/SICK LEAVE BANK is a bank having a maximum accrual of 1040 hours. These hours may be used by eligible employees for sick leave absences or, with City Manager approval, for a SABBATICAL having duration of not less than 320 hours. Employees will not be eligible to use SABBATICAL time until having reached 5 years of continuous service. SABBATICALS shall only be available once every seven (7) years and are granted subject to City Manager discretion and approval.

3. AT TERMINATION OF EMPLOYMENT

The number of hours of Aggregate General leave equivalent to the number of Old General Leave Bank hours accrued while represented by the Association or other City of Fremont recognized employee organization and held for the benefit of an

employee on November 30, 1992, shall be liquidated at termination at an hourly rate based on the following formula:

Monthly base pay plus 43.183% of monthly base pay multiplied by twelve months, divided by the number of hours worked in a year (2080 for 40 hour/week employees or 2912 for 56 hour/week employees)

All remaining New General Leave Bank hours earned on or after December 1, 1992 shall be liquidated at termination only, except as provided in Section G., above, and at the hourly base rate in effect at termination.

ARTICLE III. FLEXIBLE SCHEDULING

- A. FLEXIBLE SCHEDULING is a means of recognizing extra hours worked beyond those normally scheduled. Accordingly, employees may adjust their work schedules with appropriate notice and coordination with their manager. Although employees may use FLEXIBLE SCHEDULING for partial day absences, employees may use General Leave for such partial day absences as well.
- B. All employees covered by this MOU who have been designated exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) may, with prior approval, use FLEXIBLE SCHEDULING for absences of less than a regular work day.

ARTICLE IV. SICK LEAVE BANK

- A. Sick leave may be used for personal illness or illness involving a member of the employee's immediate family requiring the care and/or involvement of the employee. The employee's immediate family is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparents, and grandparents-in-law, except that a relative or life partner residing in the same household may, for the purpose of this section, be considered as a member of the immediate family. A life partner is an individual who is in an established, long-term committed relationship (minimum of six (6) months) with an employee.
- B. Sick leave, either with pay or without pay, shall not be allowed for any absence resulting from illness or injury arising out of and in the course of employment by the City of Fremont. If sick leave is awarded in error, the City shall be entitled to recover the amount of salary paid on account thereof. Such sick leave shall then be restored to the account of the employee upon recovery by the City of the total amount paid.
- C. The employee shall have the discretion to identify whether the leave to be used is Old Sick Leave or SABBATICAL/SICK LEAVE. If the employee does not identify what type of leave is to be used, the City shall draw down SABBATICAL/SICK LEAVE before drawing down Old Sick Leave.
- D. Accrued time in the sick leave bank shall not be compensated for in any manner and may only be used for leave purposes permitted by Chapter 3, Article IV A of this MOU.

ARTICLE V. HOLIDAY TIME BANK/PAY – MANAGEMENT SAFETY EMPLOYEES

- A. Effective after the adoption of this Memorandum of Understanding, each second pay day in June, full-time management safety employees shall elect whether they want to receive holiday time in biweekly payments (4.0 hours biweekly) or have 104 hours credited to a Holiday Bank. The employee's holiday option shall remain in effect until changed by the employee at the next election period.

Employees electing biweekly payments will be paid 4.0 holiday hours on each biweekly paycheck. Employees electing biweekly holiday payments and who receive department approval to take a holiday off, must use comp or vacation time for such holiday.

Employees electing a Holiday Bank will receive 104 holiday bank hours. These hours shall be available for use on City-recognized holidays. The accrual period begins each November 16 through the following November 15. Holiday Bank hours are posted on the first payday in November each year. There shall be no carry-over of unused holiday bank hours from one accrual period to the next. Any unused hours shall be paid at the employee's straight time hourly rate of pay on the first payday in November.

- B. The department retains the right to determine that certain employees not needed for service responsibilities shall take holidays off as they occur. Employees who request or are designated to take a holiday off and the department approves the time off on the actual holiday, will have holiday hours deducted from the balance of any accumulated leave banks except the employee's sick leave bank.

Any employee hired after November 16 (the beginning of the accrual period) and who elects a Holiday Bank, shall be credited with the number of holidays (as listed in Chapter 3, Article V) occurring between the employee's first day of employment and next November 15 (the end of the accrual period).

- C. Any new employee that elects bi-weekly payments will begin receiving the payments during the first full pay period following the employee's first day of employment.
- D. Any employee who separates employment and who has elected a Holiday Bank, shall be entitled to the number of holiday hours equal to the number of unused holidays (as listed in Chapter 3, Article V) occurring between November 16 (the beginning of the accrual period) and the employee's last day of employment. Any unused holiday bank hours shall be paid at the employee's straight time hourly rate of pay. If the employee has taken more hours of holiday than provided in this section, the employee will be required to repay the City for all hours taken in excess of the number of entitled hours. Payment may made be through an adjustment to any leave bank except the sick leave bank.
- E. Any holiday occurring as provided in "A" of this Article, shall not be included in said holiday bank time but shall be liquidated at the employee's straight time hourly rate of pay.

- F. Any employee on leave without pay when a holiday occurs shall either have his/her holiday bank hours reduced by eight (8) hours for each holiday or shall not be paid for 4.0 hours of holiday pay, depending on how the employee has elected to receive holiday time.

ARTICLE VI. FAMILY LEAVE

It is the City's intent to comply fully with the requirements the California Family Rights Act (CFRA), the federal Family and Medical Leave Act (FMLA), California requirements regarding pregnancy disability leave (PDL), the City of Fremont Personnel Rules (PR) regarding Leave Without Pay (LWOP), and the General Leave (GL) Plan.

ARTICLE VII. BEREAVEMENT LEAVE

In the case of a death in the immediate family, an employee may be granted Bereavement Leave with pay for a period of three (3) work days falling during the period from the time of death until one day following the day of the funeral. Such Bereavement Leave will not be charged against any general leave (accruable or non-accruable) or sick leave bank. "Immediate family" shall include the child, stepchild, foster child, brother, sister, parent, grandparent, and current spouse of the employee, the parent and grandparent of the current spouse of the employee, and any person who at the time of his/her death was related to and resided in the same household as the employee. A life partner residing in the same household as the employee who is not a legal spouse may be considered by the employee as a member of the immediate family.

ARTICLE VIII. PERSONAL LEAVE DONATION

In the event of a medical, personal or family emergency, employees covered under this Understanding may donate or receive accrued leave accruals to or from other City of Fremont employees. Donations and use of donated leave time shall be administered through a Personal Emergency Time (PET) Bank, provided as follows:

- A. For purposes of this article, "medical, personal, or family emergency" shall mean circumstances in which an employee needs to take time off from, or reduce, their regular work schedule as the result of the illness or injury of themselves or illness or injury of a family member which requires their care. "Family member" shall be defined as: 1) a biological, adopted, or foster child, a step child, a legal ward under 18 years of age, and an adult dependent child over 18 years of age; 2) a biological, foster, or adoptive parent, a stepparent, a legal guardian, or a person who stood in place of a parent to the employee; 3) a spouse as defined or recognized under State law for purposes of marriage in the State of California; or 4) another relative residing in and a member of the same household or a life partner residing in the same household who is not a legal spouse.
- B. FAME unit members may donate only accrued general leave and future, general leave. Neither sick leave nor non-accruable general leave time may be donated.
- C. The recipient employee will not accrue seniority during any period of donated leave

usage. However, benefits provided pursuant to Chapter 4. Insurance, of this MOU, including any deductions authorized by the recipient employee, shall continue during any period of donated leave usage.

- D. In order to receive donated time from the PET Bank, an employee must first exhaust all general leave, both accruable and non-accruable, and sick leave banks, as applicable to the recipient employee.
- E. The point at which an employee may request use of the PET Bank shall be when all applicable leaves have been used down to an aggregate total of eighty (80) hours and the employee anticipates that he/she will use all existing aggregate hours during the next two pay periods, because of the need to be absent from work more than eighty (80) hours.
- F. The recipient employee will be responsible for payment of taxes due on the salary received when the leave is used.
- G. The donating employee cannot donate future leave accruals in excess of his/her leave accrual rate per pay period at the time of donation.
- H. The donating employee cannot donate accrued leave in excess of his/her existing general leave balance.
- I. The City Manager will determine whether or not a leave of absence will be approved for the recipient employee. The City will comply with Federal and State laws and City Ordinances at all times and their guidelines will generally provide direction for evaluating leave requests.
- J. Neither the City nor the Association shall discriminate in any way with respect to the donation of accrued leave or future leave accruals based on race, religious creed, political affiliation, color, national origin, ancestry, sex, marital status, age (40 and over), sexual orientation, medical condition (cancer and genetic characteristics), or disability (physical or mental) including HIV and AIDS.
- K. In instances when the receiving employee does not use all donated hours, the hours not used will, at the donating employee's election, remain in the general, City wide PET Bank to be disbursed at the discretion of the Human Resources Director or returned to the donating parties.
- L. A donating employee may designate a specific recipient to receive donated hours.
- M. FAME unit members may give or receive hours across bargaining unit lines consistent with reciprocating agreements with other City of Fremont bargaining units.
- N. The Human Resources Director will administer this PET Bank and will report to all bargaining units on its use after one year.

CHAPTER 4. INSURANCE

ARTICLE I. ALTERNATE BENEFITS AND COMPENSATION PLAN

A. DEFINITIONS

1. The City shall secure and make available to all eligible employees, medical care, dental care, accidental death and dismemberment, child care reimbursement and excess medical expense reimbursement under the Alternative Benefits and Compensation Plan (ABC Plan). The ABC Plan is a "cafeteria plan" as defined in Section 125 of the Internal Revenue Code.
2. The City contribution for insurance and other benefit coverage available under the Alternative Benefits and Compensation Plan is known as the Health Benefits Allowance (HBA).

B. HEALTH BENEFITS ALLOWANCE CITY CONTRIBUTION

1. The Health Benefits Allowance will be set as follows for the term of this agreement:
 - a. Effective July 1, 2019, the Health Benefit Allowance shall continue to be \$2,230.13 per month.
 - b. Effective January 1, 2020, the Health Benefit Allowance shall increase by \$49.87 for a maximum of \$2,280.00 per month.
 - c. Effective January 1, 2021, the Health Benefit Allowance shall increase by \$70.00 for a maximum of \$2,350.00 per month.
2. In the event health premiums and/or costs for the selected benefits exceed the amount of the HBA, the balance will be paid by the employee through automatic pre-tax payroll deduction, as provided by IRC Section 125.

Money not used for the purchase of benefits under the plan will be paid to the employee in taxable compensation subject to the following limits.

Employees who waive medical and dental coverage or for whom the difference between the HBA benefit and the premium amount paid for medical/dental benefits is \$580 or more, the employee shall be eligible to receive a maximum of \$580 per month in taxable compensation. If the difference between the HBA and the premium amount paid for medical/dental benefits is less than \$580, the employee shall be eligible to receive the difference per month in taxable compensation.

The City contribution as established above shall be the maximum amount required, and the City shall not be responsible for contribution of any sum in addition to that established by the terms of this Understanding except as outlined

in Chapter 8. Article VIII of this agreement.

C. DESCRIPTION OF PLANS

1. Except as provided in Section C.2. below, the coverage, exclusions, and limitations of the City sponsored plans are those in force on July 1, 1996, for the purpose of description of said plan. As provided under the Public Employees' Medical and Hospital Care Act (PEMHCA), medical care benefits are provided through the Public Employees' Retirement System (PERS) medical plan, subject to such changes as may be made by the PERS Health Benefits Division in its role as administrator of said health plans.
2. Effective as provided herein, employees who elect coverage under PEMCHA may also elect coverage for a domestic partner to the extent permitted by and according to the procedures of PEMCHA Section 22873. This provision shall become effective on the first day of the month following the month in which the City files with PERS a certified copy of the City's resolution electing such coverage.

D. In the event the Federal government implements a nation-wide health care plan that mandates changes to the health and welfare programs described in this Memorandum of Understanding, the City and the Association agree to meet in a timely manner to discuss the impact.

E. DENTAL INSURANCE

A dental insurance plan will be available for all employees and their eligible dependents. Annual maximum dental coverage per calendar year is \$2000 per covered individual. Orthodontic maximum coverage is \$3000 per covered individual.

To the extent the current plan continues to be offered by Delta Dental, employees will continue to be covered by the same dental plan design. If the same plan is no longer offered by Delta dental, the City and the Association will meet and confer and reach agreement on the new plan design.

F. VISION INSURANCE

A vision insurance plan will be available for all employees and their eligible dependents. The plan will provide benefits which include an eye examination every year and lenses and frames every two (2) years. The plan will include a ten dollar (\$10) deductible for exams and a twenty-five dollar (\$25) deductible for lenses and frames. An employee may elect to enroll him/herself and any eligible dependents in the plan during the annual enrollment period. Enrollment and benefits will be subject to the conditions as provided by the plan.

G. RETIREE MEDICAL PREMIUM REIMBURSEMENT

1. Members who retired prior to July 1, 1999 will continue to receive the benefit amount in effect June 30, 1999.
2. Effective July 1, 1999, the City will reimburse employees retiring on or after that date up to \$200.00 per month toward the medical premium paid by said employee, with the following adjustments:
 - i) employees retiring with more than 10 years and less than 20 years of service with the City will receive an additional \$25 per month toward the medical premium paid by the employee, for a total of \$225.00 per month;
 - ii) employees retiring with more than 20 years and less than 30 years of service with the City will receive an additional \$50 per month toward the medical premium paid by the employee, for a total of \$250.00 per month;
 - iii) employees retiring with more than 30 years of service with the City will receive an additional \$75 per month toward the medical premium paid by the employee, for a total of \$275.00 per month.

Employee Years of Service at Retirement	City Base Contribution	Adjustment for Years of Service (\$/mo.)	Total City Contribution (\$/mo.)
Less than 10	\$200	\$0	\$200
10 to 20	\$200	\$25	\$225
20 to 30	\$200	\$50	\$250
More than 30	\$200	\$75	\$275

3. Effective July 1, 2002, employees retiring from the City of Fremont on or after July 1, 2001 with 20 or more years of service at the date of retirement will be entitled to receive for reimbursement of retiree medical insurance premiums, an amount equal to the greater of the amount described in Section G.2., above, or the Kaiser premium for single-party coverage in effect on January 1, 2002 or the date of the employee's retirement, whichever is later.
4. Effective July 1, 2003, employees retiring from the City of Fremont on or after July 1, 2001 with 25 or more years of service at the date of retirement will be entitled to receive for reimbursement of retiree medical insurance premiums an amount equal to the greater of the amount described in Section G.2., above, or the Kaiser premium for two-party coverage in effect on January 1, 2003 or the date of the employee's retirement, whichever is later.
5. A. An employee who is hired on or after July 1, 2007 is eligible for retiree medical premium reimbursement set forth in 5.B below provided if he/she meets the following criteria.
 1. retires from the City of Fremont within 120 days of separation,

2. is vested with CalPERS,
3. has completed at least five (5) years of continuous service with the City,
4. is at least age 50 or has received a CalPERS industrial disability retirement as a result of employment with the City of Fremont.

B. The actual amount of medical premium reimbursement the City will contribute to eligible employees will be based on the employee’s total years of City service as provided in the following chart.

Employee Years of Service at Retirement	City Base Contribution (\$/mo.)	Adjustment for Years of Service (\$/mo.)	Total City Contribution (\$/mo.)
0 to 5	\$0	\$0	\$0
6 to 9	\$200	\$0	\$200
10 to 19	\$200	\$25	\$225
20 to 24	\$200	\$0	Kaiser single party premium in effect at date of retirement
25 or more	\$200	\$0	Kaiser two-party premium in effect at date of retirement

6. A. An employee who is hired on or after January 1, 2012 is eligible for retiree medical premium reimbursement set forth in 6.B below provided if he/she meets the following criteria.

1. retires from the City of Fremont within 120 days of separation,
2. is vested with CalPERS,
3. has completed at least five (5) years of continuous service with the City,
4. is at least age 50 or has received a CalPERS industrial disability retirement as a result of employment with the City of Fremont.

B. The actual amount of medical premium reimbursement the City will contribute to eligible employees will be based on the employee’s total years of City service as provided in the following chart.

Employee Years of Service at Retirement	City Contribution
0 to 5	\$0
5 to 24	\$10 per Month per Year of Service
25 or more	\$500

7. The amount of City reimbursement shall not exceed the premium required for the retiree’s particular level of coverage in the plan selected. Retirees must comply

with the processes and procedures established by the City for verification of enrollment, cost of plan and other required information to maintain their eligibility for reimbursement.

8. The retiree medical reimbursement amounts described in Sections 1, 2, 3, 4, 5, and 6 above shall be reduced by the CalPERS-required employer portion of the premium if the retiree purchases insurance through the CalPERS plan.
9. For purposes of evaluating eligibility for this benefit, credit will be given, upon submission of proof by the employee to the satisfaction of the Human Resources Director, for up to 10 years of service with other public agencies. "Other public agencies" shall mean state, local, or federal government (including full-time active military duty), special districts, and public school, college or university service. For those employees who came to the City of Fremont in 1994 as part of the original Union City fire services contract, Union City service will be counted as City of Fremont service.
10. It is further understood that should the Association elect to continue medical insurance premium coverage for eligible retired employees; any cost increases occurring and projected at the time of negotiation of a new Understanding shall be considered a cost to the new agreement.

ARTICLE II. LIFE INSURANCE

All Association employees employed in the classes of positions set forth in Appendix "A" of this Understanding shall be provided One Hundred Thousand Dollars (\$100,000) of group life insurance under a program to be selected and administered by the City. The employee may choose to provide life insurance coverage to eligible dependents.

ARTICLE III. DISABILITY INSURANCE

A. MANDATORY INSURANCE PURCHASE

1. The long-term disability premium will be paid by the employee as an after-tax deduction on a biweekly basis. Effective January 1, 2010, the City will credit the employee with the premium cost of the Long Term Disability Policy.
2. Minimum long-term disability insurance coverage will be the equivalent of that contracted through the City's insurance carrier as of July 1, 1999. Effective July 1, 2001, the premium will be calculated based on the employee's monthly salary or Fifteen Thousand Dollars (\$15,000), whichever is less. The benefit is calculated as 66-2/3% of the employee's monthly salary to a maximum benefit of Ten Thousand Dollars (\$10,000) per month.

Effective January 1, 2010, the Long Term Disability coverage will be modified to extend the waiting period to six (6) months and standardized for employees covered by this Memorandum of Understanding and the benefit will be calculated at 66-2/3% of the employee's monthly salary up to a maximum of Ten Thousand Dollars (\$10,000) per month.

B. SHORT TERM DISABILITY INSURANCE

Effective January 1, 2010 the City will offer a voluntary short term disability policy to employees in the FAME bargaining unit to be paid by the employee.

1. WORKERS COMPENSATION DISABILITY LEAVE (Non-Safety employees)

As of July 1, 1999, the parties agree that Personnel Rule Article XII, Section 2.01, titled "Disability Leave", Paragraph 1 is superseded by the terms of this MOU for non-public safety FAME represented employees.

The parties agree that the City will provide salary continuation to non-public safety FAME represented employees injured on the job as determined by the City in accordance with Workers' Compensation law of the State of California, for the duration of disability insurance elimination period, not to exceed 60 days.

CHAPTER 5. RETIREMENT

ARTICLE I. RETIREMENT

Retirement Benefits and PERS contributions for miscellaneous (non-safety) FAME members shall be administered as follows:

Benefit	Employees hired before 4/8/12	Employees hired from 4/8/12 – 12/31/12 and Classic PERS Members hired after 12/31/12 (as defined by the Public Employees' Pension Reform Act of 2013 PEPRRA)	Employees hired 1/1/13 or later as New PERS Members
Retirement Formula	2.5% at age 55	2% at age 60	2% at age 62
Average Highest Comp. Time	Single Highest Year	Average of Three Highest Years	Average of Three Highest Years
COLA	3%	2%	2%
Normal Member PERS Contribution	8%	7%	50% of the normal cost (currently 6.25%)
Survivor Benefit	4 th Level 1959	4 th Level 1959	4 th Level 1959

Retirement Benefits and PERS contributions for sworn (safety) FAME members shall be administered as follows:

Benefit	Employees hired before 4/8/12	Employees hired from 4/8/12 – 12/31/12 and Classic PERS Members Hired After 12/31/12 (as defined by the Public Employees' Pension Reform Act of 2013 PEPR)	Employees hired 1/1/13 or later as new PERS Members
Retirement Formula	3% at age 50	3% at age 55	2.7% at age 57
Average Highest Comp. Time	Single highest year	Average of three highest years	Average of three highest years
Normal Member PERS Contribution	9%	9%	50% of normal cost (currently 11.25%)
Additional Contribution to Employer PERS	3%	3%	.75%
Total Required PERS Contribution	12%	12%	12%
Survivor Benefit	4 th Level 1959	4 th Level 1959	4 th Level 1959

FAME and the City jointly acknowledge that Government Code Section 20630 defines compensation for the application of the Public Employees' Retirement Law (Government Code Section 20000 et seq.), and that the Board of Administration is expressly granted the authority to determine what constitutes compensation. FAME hereby expressly acknowledges that the City neither represents nor guarantees that items reported in this Article as compensation will be included in the calculation of retirement benefits, nor do the parties warrant in any manner nor assume any liability for a determination by PERS or any court or adjudicatory body that an item is not compensation for the purpose of calculating retirement benefits under the California Public Employees' Retirement Act.

FAME recognizes that PERS may exclude as compensation the conversions provided for in this agreement in its calculation of retirement benefits. FAME acknowledges and agrees that such exclusion by PERS or any court or adjudicatory body shall neither require the City to meet and confer nor negotiate the impacts of such exclusions, nor shall it create a right or remedy against the City based on such exclusions.

ARTICLE II. MISCELLANEOUS EMPLOYEES' 401(a) PLAN

The City will provide an IRC Section 401(a) plan for miscellaneous employees represented by FAME. The City will contribute the equivalent of 2% of base pay each bi-weekly pay period on behalf of each miscellaneous employee represented by FAME. All City contributions to the IRC Section 401(a) plan on behalf of miscellaneous employees represented by FAME will remain in place.

CHAPTER 6. GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURES

ARTICLE I. PURPOSE OF THE PROCEDURES

The purpose of these procedures shall be:

- A. To establish orderly procedures providing a method of communication between employees and management concerning matters which may be subject to grievance or disciplinary appeal.
- B. To provide that the procedure shall be as informal as possible.
- C. To provide that grievances and disciplinary appeals shall be settled as promptly as possible and at the lowest possible level of the procedure.
- D. To provide employees, individually or with a representative of their own choosing, and/or the Association, a systematic means of obtaining formal consideration by higher authority, prior to the imposition of discipline, or if reasonable efforts fail to resolve a grievance through informal procedure. Provided, however, that no individual shall be accorded any relief through the grievance procedure as to any prior action of any kind whatsoever directed specifically at his or her individual employment status unless he or she shall prosecute such a proceeding as a named party - whether or not joined with other parties.
- E. Exclusions. The procedures set forth herein shall not apply in matters where other methods of dispute resolution have been specifically provided for in State or Federal law, such as, but not limited to, appeals of workers' compensation claims; unemployment insurance claims; claims made pursuant to the Fair Labor Standards Act (FLSA); or claims of employment discrimination based upon race, religious creed, color, sex, disability, medical condition (cured or rehabilitated cancer), age, political or national origin, or marital status, for which a remedy is provided by the California Fair Employment and Housing Practices Act (Cal. Gov. Code Sec. 12900 et seq.), or Title VII of the Civil Rights Act (42 United States Code 2000e et seq.), or other applicable State or Federal law except in cases where an employee contends his/her employment has been terminated in violation of said Acts or the City's existing policies against such discrimination.

ARTICLE II. BINDING ARBITRATION

The Association and the City do hereby agree that, unless earlier resolved under these procedures, the final resolution of any grievance or disciplinary appeal available to an employee covered by the provisions of this Memorandum of Understanding shall be by arbitration.

The City Council hereby formally confers upon the City Manager the responsibility to carry out any lawful decision of the arbitrators made pursuant to this procedure.

ARTICLE III. GRIEVANCE PROCEDURE**A. Matters Subject to Grievance Procedure**

1. Grievances. For the purpose of this procedure, a "Grievance" shall be defined as any complaint or dispute concerning the interpretation or application of any ordinance or any rule or regulation of the City or the Department governing personnel practices or working conditions, or the practical consequences of a City's rights decision on wages, hours, and other terms and conditions of employment, or the interpretation or application of any of the provisions of the Memorandum of Understanding between the Fremont Association of Management Employees and the City of Fremont.
2. Probationary employees. Probationary employees who are rejected during probation shall have no right to appeal or grieve such action.

B. Procedure

The affected employee, group of affected employees, or the Association may initiate a grievance. Grievances must identify the specific action(s) on which the grievance is based and the specific provisions of this MOU and/or City rules alleged to have been violated. Association-initiated grievances shall be first submitted at the second step of the process, within ten (10) working days of the occurrence of the issue grieved or within ten (10) working days from the time the affected employee(s) should reasonably have been aware of the occurrence; it may then proceed from that step, if necessary.

1. Step 1 – Informal Discussion. The affected employee or group of affected employees shall present a grievance orally to the immediate supervisor within ten (10) working days of the occurrence of the issue grieved or within ten (10) working days from such time as the employee or Association should reasonably have been aware of the occurrence.
2. Step 2 – Formal Submission. Should the grievance remain unresolved within ten (10) working days after oral presentation pursuant to Step 1, the employee or Association representative may submit the grievance/appeal in writing to the immediate supervisor within ten (10) additional working days. The written grievance shall make specific reference to the statute, ordinance, rule, regulation, or Memorandum of Understanding provision at issue; to any disciplinary or punitive action taken, when applicable, and to the remedy requested. The supervisor shall render a decision in writing to the employee and/or Association representative within ten (10) working days after the formal submission of the grievance.
3. Step 3 – Appeal to Department Head. Should the grievance remain unresolved, the employee or Association representative may, within ten (10) working days after receipt of the supervisor's decision, submit the grievance in writing to the Department Head. The Department Head or Director or his/her designated

representative shall respond to the grievance in writing within ten (10) working days after its receipt.

4. Step 4 – City Manager-Association Representative. Should the grievance remain unresolved, the employee or Association representative may, within twenty (20) working days after receipt of the Department Head's written response, submit the grievance in writing to the City Manager or his/her designee. The City Manager, or designated representative, may meet as he/she deems appropriate, with the affected employee and with the assigned Association representative within ten (10) working days of submission and attempt to resolve the dispute.
5. Alternative Grievance-Appeal Resolution. Any other dispute resolving mechanism may be substituted upon mutual agreement between the parties.
6. Appeal to Arbitration. Should the grievance remain unresolved through the preceding steps, the Association or the City may request binding arbitration as the final step in the grievance process, by notifying the other party in writing of their intent to proceed to arbitration. Such notice shall be provided to the other party within ten (10) working days from the date of the decision rendered under subparagraph 4, above, unless otherwise agreed to by the parties.

ARTICLE IV. DISCIPLINARY APPEAL PROCEDURE

A. Matters Subject to the Disciplinary Appeal Procedure

Disciplinary Appeal: For the purpose of this procedure, a disciplinary appeal shall be defined as a complaint or dispute as to the following disciplinary or punitive actions directed specifically at an individual employee's employment status:

1. dismissal;
2. demotion;
3. suspension of more than five (5) days;
4. reduction in salary;
5. transfer imposed for punishment or to correct deficient performance.

- B. Suspension of five (5) days or less may be appealed to the City Manager within ten (10) working days of receipt. The City Manager or designee (other than the Department Head involved) shall review the circumstances and render a decision within ten (10) working days of review. The decision of the City Manager/designee shall be final and conclusive.

C. Procedure

1. The procedure for pre-disciplinary notice and meeting shall be adopted by Administrative Regulation consistent with the rule of *Skelly v. State Personnel Board*.
2. Appeal to Arbitration: Should the employee or Association not be satisfied with

the City's decision following the pre-disciplinary meeting, the Association may request arbitration of the decision by notifying the City in writing, within ten (10) working days from the date the decision is rendered, of its intent to proceed to arbitration.

3. In any disciplinary appeal provided herein from a termination, suspension, reduction in pay, transfer, or demotion, any relief which the arbitrator may grant shall be limited to a rescission of the action appealed from, a restoration of any lost pay and benefits, and, where the arbitrator deems it appropriate, the imposition of substitute discipline composed of a suspension without pay of not more than six (6) months, a reduction in pay, a transfer to an established position, a demotion, or a combination of any or all of these forms of disciplinary action. The arbitrator shall have no authority to add to or modify the provisions of this MOU.
4. The Association and the City endorse the principle that disclosure of information relating to contemplated impositions of employee discipline may, in many instances, serve no public purpose and may be harmful to the City, the Association, and the employee concerned. This endorsement of principle does not and is not intended to create any enforceable rights on the part of any person or entity.

ARTICLE V. ARBITRATION PROCESS

- A. Selection of the Arbitrator: Upon notice of intent to arbitrate, the Association and the City shall meet to select an arbitrator. If unable to mutually agree on the selection of an arbitrator, then a list of available arbitrators shall be obtained from the State of California Mediation and Conciliation Services or, if by mutual consent, from the American Arbitration Association. Upon receipt of such list, the parties shall meet by phone or in person and if unable to mutually select an arbitrator from such list then a coin shall be flipped and the party correctly calling the coin flip shall strike a name from the list. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator.
- B. Decision of the Arbitrator: The decision, opinion, and award of the arbitrator shall be final and binding upon all parties, subject to review only under the provisions of California Code of Civil Procedure Section 1280 et seq., as amended. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Memorandum of Understanding.
- C. If the question of arbitrability of an issue is raised by either the employee, the Association, or the City, such questions shall be determined in the first instance by the arbitrator who shall, upon request of any party, make his/her determination prior to hearing the merits of the case.
- D. All arbitration proceedings under this part shall be governed by the California Arbitration Act (C.C.P. Section 1280 et seq.), and any action brought by any party to enforce the provisions hereof shall be brought solely and exclusively under said part.

- E. The City shall prepare in blank and deliver to the arbitrator subpoenas for issuance by him/her. The arbitrator may, in his/her discretion, require a showing of good cause prior to the issuance of any subpoena.
- F. The affected employee and the City agree to share equally all costs of the arbitrator and to be responsible for their own respective costs of making their presentation to the arbitrator.
- G. If by mutual agreement or requirement of the arbitrator, services of a court reporter are utilized, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

ARTICLE VI. GENERAL PROVISIONS

- A. Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts in order to conclude any matter as promptly as possible.
- B. The time limitations established herein may be extended by mutual consent for valid reasons, such as legitimate absence of one or more parties or because of injury, illness, official obligations, or unavoidable personal obligations.
- C. Concurrent grievances or appeals alleging violation of the same provision and/or based on the same occurrence may be consolidated upon the mutual agreement of the City and the Association, for the purpose of these procedures and be determined in one proceeding.
- D. While either the employee or the Association may initiate a grievance under the formal procedure (or they may join together in the procedure), once the issue identified by the grievance has been presented, no other grievance concerning the issue, incident, or action upon which the grievance is based may be initiated.
- E. The Association, when the initiating party, shall be subject to all policies and assume all rights and responsibilities of the grievance procedure which are granted to or required of the employee.

CHAPTER 7. ASSOCIATION ISSUES

ARTICLE I. ORGANIZATION BUSINESS

- A. The president and ombudsman of the Association shall be allowed time off with pay when approved by the Municipal Employee Relations Officer (City Manager), or his/her designee for the purpose of conducting Association business. It shall be the responsibility of the employee to timely advise his/her supervisor of the expected absence from regular duties for the conduct of Association business.
- B. Other officers of the Association may be granted personal time off, paid or unpaid, for the conduct of Association business. Reasonable advance notice must be given

to the respective Department Head for the use of any such time, and prior department head approval must be granted.

- C. With respect to the meet and confer process, four Association representatives shall be the maximum number of employees who will be allowed concurrent time off without loss of compensation. The Association shall submit the names of all such employee representatives to the Municipal Employee Relations Officer. The employee representatives shall request release time from their supervisors in advance of leaving their work assignments to attend meet and confer sessions. Approval of release time shall not be unreasonably denied.

ARTICLE II. MEETING FACILITIES

The Association shall be provided with reasonable use of City facilities for the purpose of holding meetings with its members, provided such usage does not interfere with revenue derived by the City from rental of such facilities.

CHAPTER 8. MISCELLANEOUS

ARTICLE I. SUBSTANCE ABUSE POLICY

The City and the Association have met, discussed, and agreed upon a Substance Abuse Policy. The City and the Association have discussed the development of a program for drug and alcohol testing. The intent is to develop a drug and alcohol testing program to cover all City employees. The City and the Association agree that the presence of drugs and alcohol in the workplace is a serious problem and will cooperate to see that City employees are working in a drug and alcohol free environment.

The Association agrees and supports the City's Substance Abuse Policy. When implementation procedures are developed, those items within the scope of representation will be subject to the meet and confer process.

ARTICLE II. AMERICANS WITH DISABILITIES ACT

It is the City's intent to comply fully with the requirements of the Americans with Disabilities Act, including, but not limited to, providing reasonable accommodation to employees with disabilities.

ARTICLE III. VARIABLE DEMAND STAFFING

The City is contemplating a change in the Personnel Rules concerning Variable Demand Staffing. The Association has no objections to the change. The City will not have any substantial alteration in its practice of using temporary employees to do bargaining unit work.

ARTICLE IV. TUITION REIMBURSEMENT

The City shall fund a Tuition Reimbursement Program for use by permanent FAME members and certain probationary employees. City funding shall be up to \$150,000 during the term of this MOU.

Non-probationary FAME employees, and probationary employees with at least six months of full-time service with the City and with approval of the City Manager or his/her designee, are eligible for reimbursement. The maximum reimbursement will be \$20,000 per employee during the time employed by the City.

Courses eligible for reimbursement are those taken at an accredited college or university related to employment, including promotional opportunities. Reimbursement will be done on a first-come, first-served basis, i.e. first submitted for reimbursement/first-paid. Degree programs (or course work not part of a degree program) must be pre-approved by the employee's Department Head and submitted to Human Resources in advance of enrollment. Reimbursement will be provided under the following conditions:

- A. Receipts must be submitted to the Human Resources Department; reimbursement will not be provided without receipts;
- B. Eligible expenses include required textbooks, tuition, fees, lab fees and equipment, but will not include parking fees or health fees related to enrollment;
- C. Employees must attain a grade of "C" or better for undergraduate work and "B" or better for graduate work. Courses providing a "pass/fail" must have a "pass" to qualify for reimbursement.

A request for reimbursement will not be considered submitted until it includes the relevant receipts and proof that the necessary grade was earned. Monies expended on tuition reimbursement will be subject to the appropriate IRS regulations.

ARTICLE V. CONTINUING DISCUSSION

Upon the request of FAME, the City agrees to discuss other issues of interest to FAME members such as childcare for City employees and transit/commute subsidy and/or incentive programs. These topics are also of interest to other employees City wide. In any consideration of such programs that involves other City employee representatives, the City will include input from FAME representatives.

ARTICLE VI. REAPPOINTMENT

At the discretion of the City Manager, a former permanent employee who has resigned in good standing may apply for reappointment and be reappointed to a vacant position under the following conditions:

- A. A former employee who is reappointed to the same position encumbered prior to

resignation may not be required to serve another probation if he/she had previously completed probation in that classification and a waiver of the probation is approved by the City Manager.


- B. A former employee who is appointed to a different position in the same classification he/she vacated shall be required to serve another probationary period in that new position.
- C. If the former employee applies for reappointment and is reappointed to the vacated position, or is appointed to another position in the same classification, within one hundred eighty (180) calendar days of the effective date of his/her resignation, the former employee shall receive the appropriate full seniority credit for previous service for determining future general leave accrual and length of service for calculating seniority credit in the event of a reduction in force after adjustment for the unpaid leave of absence.
- D. Any former employee reappointed to the same position, or appointed to another position in the same classification, shall have any previously existing sick leave bank reinstated in full and will have thirty (30) calendar days in which to elect and initiate the repurchase of previously accrued general leave at the rate in effect at the time of the liquidation of general leave.

ARTICLE VII. PERSONNEL RULES & LAYOFF ADMINISTRATIVE REGULATION

The City and FAME agree to meet and confer on the City's Personnel Rules (Resolution No. 688) and Administrative Regulation 2.20: Layoff Procedure Implementation during the term of this Memorandum of Understanding.

Executed this 18th day of November, 2019 by the Employee-Employer representatives whose signatures appear below.

Employer Representatives:
City of Fremont



Mark Danaj, City Manager



Allen DeMers, Human Resources Director



Tina Gallegos, Human Resources Manager



Nancy Dias, Human Resources Manager



Jocelyn Turner, Human Resources Analyst

Employee Representatives:
FAME



Kathy Cote, President



David Yu, Vice President



Annie Bailey, Secretary/Treasurer

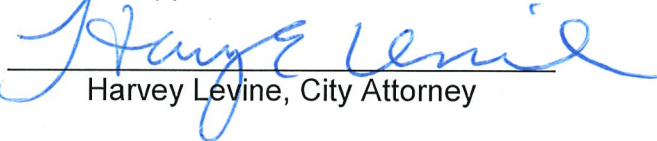


Rick Cory, Member



Deirdre Rockefeller-Ramsey, Member

Approved as to Form:



Harvey Levine, City Attorney

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APPENDIX A
FAME TITLE CLASSIFICATIONS

2540 Accountant	6911 Family Services Administrator
6712 Animal Services Manager	4035 Fire Marshal
1019 Assistant City Clerk	6022 Fleet Maintenance Manager
5212 Assistant City Engineer	1716 GIS Manager
4523 Assistant Planning Manager	5668 Homeless Services Manager
6420 Building Maintenance Manager	4590 Housing Manager
5621 Building Official	7520 Human Services Development Officer
4017 Business Manager	1711 Information Technology Manager
1718 Business Systems Manager	1734 Infrastructure Services Manager
4584 C.D.B.G. Administrator	1050 Land Use Initiatives Manager
5211 City Engineer	1070 Management Analyst I
5463 City Land Surveyor	1060 Management Analyst II
4095 Clinical Nurse Educator	1724 Network Engineer
6945 Clinical Supervisor	6210 Park Superintendent
1061 Communications Manager	5020 Parks Planning & Design Manager
5670 Community Preservation Manager	6215 Parks/Urban Landscape Manager
3650 Criminal Intel. Analysis Manager	5627 Permit Center Manager
4514 Deputy Director Community Dev.	5626 Plan Check Manager
6520 Deputy Director Community Svc.	4520 Planning Manager
7512 Deputy Director Human Services	3760 Police Records Administrator
6010 Deputy Director Maintenance and Business Operations	5214 Principal Civil Engineer
4015 Deputy Fire Chief	4525 Principal Planner
4040 Deputy Fire Marshal	5407 Principal Trans Engineer
4019 Division Chief	1043 Public Affairs Manager
1065 Economic Development Coordinator	1760 Public Safety Communications Manager
4320 Economic Development Manager	4018 Purchasing Services Manager
1084 Emergency Services Manager	6535 Recreation Superintendent I
1077 Environmental Services Manager	6540 Recreation Superintendent II
5420 Facilities & Real Property Manager	1080 Risk Manager
	2539 Senior Accountant

7516 Senior Center Manager

5216 Senior Civil Engineer

5020 Senior Landscape Architect

4526 Senior Planner

1715 Senior Sys/Analyst Programmer

5409 Senior Transportation Engineer

4716 Solid Waste Administrator

6047 Street Maintenance Manager

5641 Supervising Building Inspector

1063 Sustainability Manager

1720 Systems Analyst/Programmer

6533 Waterpark Manager

APPENDIX B

MARKET SURVEY METHODOLOGY

1. Positions needing to be surveyed are usually identified during the MOU bargaining process.
2. Additionally the City may from time to time identify for a market study, positions for which it is difficult to recruit and/or retain employees.
3. The department and the employee will study the classification specification to determine if it accurately reflects the duties that are required. Human Resources is a partner in this work.
4. A questionnaire for employee(s) may be developed from the updated class specification, especially for a multiple-employee study. For an individual position class, this step is not necessary.
5. Survey questions are developed and reviewed by employee and Department Head. Questions are related to job duties, not performance factors, volume of work, amount of administrative support, etc.
6. Surveyors are jointly identified by FAME and the City. Human Resources wants to involve people outside the department to participate in surveys.
7. Surveys are conducted with cities identified as comparable to Fremont in one or more dimensions (size, location, # of employees, etc.). The same cities are typically used for all surveys to ensure equity among employees. These cities are San Jose, Milpitas, Oakland, Hayward, Berkeley, Concord, Sunnyvale, and Santa Clara. Sometimes additional cities are surveyed based on special circumstances; e.g., we know they have positions similar to those we want to learn about.

Surveyors do not focus on the position title, but rather describe the work duties to gather comparable data. We have learned that titles are often not consistent across organizations in describing similar work. To the extent necessary, we talk with people outside Personnel Departments; sometimes personnel folks can only respond to a job description or classification, not the actual work performed.

8. It is very important we find out whether the city or employee pays the employee's PERS contribution to get comparable data. We do not factor in performance pay, or perks like car allowance or signing bonuses, etc.
9. Data is compiled and analyzed. Bargaining unit representatives may assist in interpreting data. If necessary, cities are re-contacted for additional information.

10. A report is written by Human Resources with findings and recommendation for salary adjustment and retroactivity, if any, and forwarded to the City Manager for review, comment, and approval. The City Manager may authorize any action he/she deems appropriate pursuant to Chapter 1, Article IX, Section F of this MOU.
11. Findings and the City Manager's determination are forwarded to the Department Head who will convey the information to the employee.
12. A Human Resources Department representative and surveyors will meet with the employee and Department Head to discuss process and rationale for findings as requested.
13. Approved salary adjustments are forwarded to Payroll for implementation.

FAME MOU
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