

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



**TEAMSTERS LOCAL 856  
AND  
CITY OF FREMONT**



**TERM OF AGREEMENT  
JULY 1, 2013 – JUNE 30, 2015**

**CITY OF FREMONT  
TEAMSTERS MOU  
2013-2015  
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**MEMORANDUM OF UNDERSTANDING  
ON  
WAGES, HOURS, AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT  
OF AND BETWEEN  
CITY OF FREMONT AND  
LOCAL 856 OF INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**ARTICLE 1 - ADMINISTRATIVE**

**SECTION 1: PARTIES TO UNDERSTANDING**

This Memorandum of Understanding (hereafter MOU) is entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter referred to as the CITY), and the Professional and Clerical Employees Division of Freight Checkers, Clerical Employees and Helpers Union, Local 856 of International Brotherhood of Teamsters, (hereinafter referred to as the UNION) 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.

**SECTION 2: RECOGNITION**

The City recognizes the Professional and Clerical Employees Division of Freight Checkers, Clerical Employees and Helpers Union, Local 856 of International Brotherhood of Teamsters, as the exclusive representative for the purposes of establishing wages, hours, and other terms and conditions of employment for regular full-time and modified/part-time schedule employees in the classified service 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 Union and the Municipal Employee Relations Officer or designee.

**SECTION 3: 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-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

**SECTION 4: CITY COUNCIL APPROVAL**

It is the mutual understanding of the parties hereto that this Memorandum of Understanding is of no force and effect in regard to matters within the authority of the City Council until such matters are submitted to, and accepted by, the City Council.

## **SECTION 5: CITY RIGHTS**

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

1. Determine and modify the organization of City government and its constituent work units.
2. Determine the nature, standard, levels and mode of delivery of City services.
3. Determine the methods, means, number and kind of personnel by which services are provided.
4. Impose discipline for just cause, subject to applicable law and the provisions of this MOU.
5. Relieve employees from duty because of lack of work or lack of funds, or for inability to perform the job as required, subject to the Personnel Rules.

Nothing in this Section shall relieve the City of its obligation to meet and confer on the impact of the exercise of rights specified in this Section.

## **SECTION 6: CONTINUATION OF EXISTING BENEFITS**

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

This Memorandum of Understanding constitutes the full and complete agreement between the parties on all items falling within the scope of representation. This agreement supersedes previous memoranda between the parties, except as specifically referred to herein. Any City ordinance, resolution, rule, or regulation inconsistent herewith is superseded by the terms of the Agreement. For the term of this Agreement, each party hereto waives the right to request of the other any change in the provisions of this Agreement, any existing City ordinance, resolution, rule or regulation, or any other term or condition of employment falling within the scope of representation, and each party hereby unqualifiedly waives the right to request the right to negotiate thereon; provided, however, that should the City desire to propose revisions or amendments to the presently existing Personnel Ordinance and/or Personnel Rules or Regulations, and/or Employer-Employee Relations Resolution, the City may require of the Union that it meet and confer thereon prior to any proposed revisions or amendments being adopted, on either an individual or a "task force" (i.e., all recognized City employee organizations) basis. Nothing contained herein shall preclude the City from such meet and confer, or amending or revising the Personnel Ordinance and/or the Personnel Rules and Regulations, and/or Employer-Employee Relations Resolution.

**SECTION 7: TERM OF UNDERSTANDING**

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This MOU constitutes the full and complete agreement between the parties on all items falling within the scope of representation. This agreement supersedes previous memoranda between parties, except as specifically referred to herein. This MOU shall be effective as of July 1, 2013 and shall terminate June 30, 2015.

**SECTION 8: SEVERABILITY OF PROVISIONS**

Should any section, clause or provision thereof of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. Should any such invalidation occur, the parties agree to meet and consider alternate provisions to those declared invalid.

**SECTION 9: MODIFIED/PART-TIME SCHEDULE POSITIONS**

The term modified/part-time schedule means a schedule of less than 2080 hours but at least 1040 hours per year. Modified/part-time scheduled positions shall receive pro-rated benefits based on the number of hours they work in proportion to a full-time employee/schedule.

**SECTION 10: NO DISCRIMINATION**

The Union certifies that it has no restrictions on membership based on race, religion, creed, sex, color, disability (mental and physical) including HIV and AIDS, sexual orientation, medical condition (cancer or genetic characteristics), age (40 and over), ancestry, national origin, political or Union affiliation or activities, or marital status.

**SECTION 11: ADA/FEHA**

The Union agrees to and supports the City's intent to fully comply with the requirements of the Americans with Disabilities Act and the Fair Employment and Housing Act (FEHA), including, but not limited to, providing reasonable accommodation to employees with disabilities.

**ARTICLE 2 - SALARIES AND OTHER COMPENSATION**

**SECTION 1: SALARIES**

The salaries for this bargaining unit shall be administered as follows:

- a. Upon Council ratification, the salary assigned to each classification listed in Appendix "A" shall be increased by 1.33% in order to reverse the value of the 2011 concession related to Holiday Overtime Pay.
- b. Effective June 29, 2014, employees in the positions of Police Communications Dispatcher, Police Communications Dispatch Supervisor, Detention Officer, Detention Supervisor and Property Officer will receive a one-time 2% market equity adjustment to address market pay inequities for these specific classifications.
- c. Effective June 29, 2014, the salary assigned to each classification listed in Appendix "A" shall be increased by 2.0%.

## **SECTION 2: ANNIVERSARY BONUS**

Upon completion of fourteen (14) consecutive years of service with the City of Fremont, a represented employee will receive a one-time payment of \$500. Upon completion of nineteen (19) consecutive years of service with the City of Fremont, a represented employee will receive an additional one-time payment of \$500.

Employees who have received an Anniversary Bonus payment for fourteen (14) consecutive years of service, shall not be eligible for an additional payment until such time as they have reached nineteen (19) consecutive years of service in accordance with the paragraph above.

Employees who have already received an Anniversary Bonus payment for nineteen (19) consecutive years shall not be eligible for any additional payments under this section.

The above-stated amount is a gross amount and is subject to reduction based on the City's obligation to pay increased PERS contributions for employees receiving payments. Amounts distributed to eligible employees shall be subject to individual deductions for Federal and State taxes and any other income related deductions.

## **SECTION 3: ACTING PAY**

- A. An employee specifically assigned by a Department Head or designee on a temporary basis to a position in a higher class and who, pursuant to such assignment, does perform significant duties and responsibilities of such position for five (5) days (forty (40) hours) or more in any fiscal year shall be paid the salary of the higher class for the time worked in the higher class, retroactive to the first day of such service.
- B. Acting pay shall be paid at the first step of the higher classification or five percent (5%), whichever is greater.
- C. Assignment of employees to serve in an acting capacity, as defined above, shall be based upon methods determined by the Department Head. Probationary employees shall not be assigned to work in a higher classification and are ineligible to receive acting pay.

- D. Nothing in this section shall limit management's authority to assign employees temporarily to a position in a higher classification for the purpose of providing training in the work or the position. Such temporary training assignments shall not constitute service in an acting capacity, as defined above, and shall only be made by mutual consent.

#### **SECTION 4: CALL BACK**

- A. An employee who has departed from the employee's work location and is unexpectedly called back to work because of unanticipated work requirements shall be entitled to a minimum of two (2) hours work or, if no work performed, a minimum of two (2) hours pay.
- B. Such two (2) hour entitlement of pay shall be compensated at time and one-half.
- C. This minimum entitlement does not apply to employees who are called back to work within two (2) hours of their regular starting time or who are scheduled to appear or return for training sessions or department meetings. The department will attempt to provide call back notice at least fourteen (14) days prior to such training sessions or department meetings.
- D. An employee who is called to come into work on a scheduled day off shall be entitled to a minimum of two (2) hour's pay at time and one-half.

#### **SECTION 5: OVERTIME**

- A. Overtime work shall be defined as any time worked in excess of the regular workday or in excess of the regular workweek. Except as otherwise provided by the other paragraphs of this Section listed below:
1. All hours worked in excess of eight (8) hours per day shall be compensated at the rate of one and one-half times the employee's straight time hourly rate of pay; or,
  2. All hours worked in excess of forty (40) hours per workweek shall be compensated at the rate of one and one-half times the employee's straight time hourly rate of pay, plus applicable FLSA differentials.
- B. An employee who has, pursuant to Article 6, Section 2, of this MOU, requested and received approval to work an alternate schedule shall be paid overtime at the rate of one and one-half times (1 ½) the employee's straight time hourly rate of pay for all work in excess of the regular daily work schedule.
- C. An employee who, pursuant to Article 1, Section 9, of this MOU, works a modified/part-time schedule shall be compensated at the rate of one and one-half times the employee's straight time hourly rate of pay for all hours worked over eleven (11) hours in a day.



Hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time hourly rate, plus applicable FLSA differentials.

Provided however, if an employee's regular modified/part-time work schedule results in work in excess of ten (10) or eleven (11) hours in a day, overtime shall be paid at the rate of one and one-half (1 ½) times the employee's straight time hourly rate of pay for the hours worked in excess of the employee's modified/part-time scheduled hours for the day. For example, if an employee's regular modified/part-time schedule requires work of nine (9) hours on a work day, and the employee actually works ten (10) hours on the work day, the employee is credited with one (1) hour of overtime and is compensated at a rate of one and one-half (1 ½) times the employee's straight time hourly rate of pay, either in cash payment or in accrual in the Compensatory Time Off bank.

- D. No employee shall have his/her regular workday schedule changed in order to avoid meeting overtime pay requirements.
- E. Mandatory attendance at meetings which are scheduled beyond the employee's regular work day or beyond the employee's regular work week, such as scheduled training sessions and attendance at department meetings directed by the Department Head or designee, shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time hourly rate of pay subject to paragraph "D" above.

An employee called to attend a mandatory meeting that is not a continuation of a normally scheduled shift or does not begin within one hour of an employee's normally scheduled shift shall be entitled to a minimum of two (2) hour's pay at one and one-half (1 ½) the employee's regular hourly rate of pay.

- F. The following provisions apply to the accrual and use of the Compensatory Time Off bank of hours. The Compensatory Time Off bank of hours shall be maintained in an account separate from the employees' accrued General Leave, and shall be limited to a maximum accrual of two hundred forty (240) hours.
  - 1. Employees will be required to irrevocably elect, prior to working the overtime, whether they wish to receive cash for the overtime or accrue the value of the overtime in a Compensatory Time Off bank.
  - 2. Employees will not be able to cash out Compensatory Time Off banks. Once accrued overtime is banked as Compensatory Time Off, the employee may only access the Compensatory Time Off bank by taking time off.
  - 3. Compensatory Time Off banks will be liquidated upon separation.
  - 4. Management reserves the right to pay employees for all overtime hours worked.

**SECTION 6: TERMINATION OF EDUCATIONAL INCENTIVE PAY PROGRAM**

The parties agree that the Educational Incentive Pay program as set forth in Section 8 of Resolution No. 3728 has been terminated for all employees occupying position classifications covered by this MOU.

**SECTION 7: UNIFORM ALLOWANCE**

- A. The City shall continue to pay to each employee in the following classifications the specified annual sum for the purpose of obtaining and maintaining uniforms and footwear as specified by the City:
1. Each employee in a budgeted position in the classifications of Police Communication Technician, Police Communication Dispatcher, Police Communication Dispatch Supervisor, Police Detention Officer, Police Detention Supervisor, and Police Property Officer, shall in each fiscal year, receive six hundred fifty dollars (\$650).
  2. Each employee in a budgeted position in the classifications of Police Identification Specialist I, Forensics Specialist II, and Chief Forensic Specialist shall, in each fiscal year receive five hundred fifty dollars (\$550).
  3. Effective July 1, 2013 each employee in a budgeted position in the classification of Community Services Officer shall, in each fiscal year receive eight hundred dollars (\$800).

Payment of uniform allowance shall be made in two (2) installments of one-half (1/2) each. The first installment will be paid on the first payday in January, and the second installment will be paid on the first payday in July.

Employees who leave City employment, who change employment to a class not listed above, or who are no longer covered by this MOU shall not be eligible for nor be paid the uniform allowance for any part of the bi-weekly pay period during which their eligibility for such allowance ceases. Any adjustments in such compensation, either from the City or from the employee, required due to cessation of eligibility shall be completed prior to the last date of coverage under this MOU.

An employee who is absent from work, for reasons other than authorized vacation, holiday, or compensatory time off, for all of the regularly scheduled work hours in a pay period shall not be eligible for nor receive the uniform allowance for each pay period in which such absences occur.

Employees shall continue to be required to adhere to the maintenance standards, uniform specifications, and appearance standards established by the City.

- B. New employees shall, as soon as is practical, but no later than two pay periods after the initial date of employment, receive one half (½) of the annual allowance provided in Paragraph A above for the purpose of reimbursing a portion of the initial uniform

expense. New hires shall not be entitled to any additional uniform allowance during the first year of employment with the City. Beginning with the pay day for the first bi-weekly pay period to commence after completion of the first year of employment the employee shall be entitled to begin receiving semi-annual payments as established in Section "A" above.

Any employee in a class for which a uniform allowance is provided pursuant to this MOU who, regardless of the reason, leaves employment in such classification prior to completing twelve (12) months of service, shall be required to repay to the City a pro-rata amount of the reimbursement of initial uniform expense. Such pro-rata amount shall be one-twelfth (1/12th) of the annual allowance for each full month of service not completed. However, at no time should the pro-rata deduction exceed the initial uniform allowance paid at hire. Such amount will be deducted from the employee's final paycheck.

### **SECTION 8: COMMUNITY SERVICES OFFICER VEST REIMBURSEMENT PROGRAM**

All employees employed in the classification of Community Services Officer (CSO) will be required to wear a department approved vest (level IIIA or higher) in the course of work when assigned to the field. Upon hire, CSO's assigned to work in the field will be provided one (1) initial vest. CSO's are responsible for the purchase of replacement vests every five (5) years. CSO's will be reimbursed up to a maximum of eight hundred dollars (\$800.00) for the purchase of replacement vests.

### **SECTION 9: COURT APPEARANCE PAY**

- A. When employees who are off duty appear in court in response to a subpoena as part of their normal work assignment, they shall be entitled to a minimum of four (4) hours pay at the rate of one and one-half (1 ½) the employee's straight time hourly rate of pay.
- B. This minimum entitlement shall not apply to employees appearing in court during their regular work hours or appearing in court less than four (4) hours prior to the start of the work shift.
- C. A call to appear in court less than one-half (1/2) hour following the end of a shift (regardless of length of shift) shall be deemed a continuation of shift and shall not be subject to the four (4) hour minimum.
- D. When court meal breaks exceed one hour, the employee shall be entitled to compensation at the rate prescribed in this Article for the amount of time by which the meal break exceeds one (1) hour.
- E. When an employee is scheduled to appear in court for an afternoon court appearance on a day which is a regularly scheduled day off or on a day which has been approved as a day of vacation, and such court appearance is canceled, the employee shall be notified via assigned Department voicemail of such cancellation

no later than 11:30 a.m. on the day of the scheduled court appearance. It is the employee's responsibility to check his/her assigned Department voicemail at or prior to 11:30 a.m. on the scheduled court date. Should the employee not be notified of such cancellation on or before 11:30 a.m., the employee shall be entitled to and be paid for the court appearance minimum.

If the employee is scheduled for a morning court appearance, it is the responsibility of the employee to check their assigned Department voicemail at 6:00 p.m. the day before the court date to determine if the court appearance has been canceled. Should the employee not be notified of such cancellation on or before 6:00 p.m. the day prior to the court appearance, the employee shall be entitled to and be paid for the court appearance minimum.

### **SECTION 10: DEFERRED COMPENSATION**

All eligible employees covered by this MOU may participate in the City-sponsored Deferred Compensation Plan.

### **SECTION 11: TRAINING PAY**

The City shall implement a formal Field Training and Evaluation Program with standards of performance for the purpose of training recruit Community Services Officers, Police Detention Officer, and Police Communication Dispatchers. When formally assigned by the Police Chief, employees assigned to the Field Training and Evaluation Program shall receive five percent (5%) above the employee's base monthly salary while assigned to train employees in the classified service, or employees in a temporary and/or provisional status in a classification listed in Appendix "A" of this MOU.

When formally assigned the responsibility by the Chief of Police, employees in the classes of Police Identification Specialist II and Police Property Officer shall receive five percent (5%) above the employee's base monthly salary while assigned to train employees in the classified service, or employees in a temporary and/or provisional status in a classification listed in Appendix "A" of this MOU.

Trainers that are assigned a trainee at a time other than at the start of the initial training period, shall not be reimbursed the five percent (5%) pay covering the period of time prior to their assignment of the trainee.

### **SECTION 12: CSO ADMINISTRATIVE ASSIGNMENT AND/OR 40 HOUR PREMIUM PAY**

All members of the Community Service Officer (CSO) class are eligible for an Administrative Assignment. Each CSO on Administrative Assignment shall be paid premium pay of five percent (5%) in addition to the unit member's regular base rate of pay for the length of the Administrative Assignment. This premium pay shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law.

While on an Administrative Assignment, a CSO shall work a forty (40) hour work week of ten (10) hours per day, four (4) days per week, instead of the CSO's regular forty-four (44) hours per week. In addition, to meet the needs of the department, the Chief of Police may assign any CSO in the class to work a regular forty (40) hour per week schedule instead of a forty-four (44) hour per week schedule.

To compensate for these reduced work weeks, a CSO assigned to a forty (40) hours per week schedule shall be paid premium pay of three and one tenth percent (3.10%) in addition to the unit member's regular base rate of pay for the length of the forty (40) hour assignment. This premium pay shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law.

The term of administrative assignments bid on/after September 1, 1997 can be for a period of up to two (2) years, and may be extended for one (1) additional year based upon operational need at the department's discretion. The appointment of probationary CSO's to new programs or activities is at the discretion of the Chief of Police, recognizing that newly hired CSO's will be required to successfully complete the Field Training Program before being so assigned.

### **SECTION 13: CSO/CRIME SCENE SPECIALIST PAY**

CSO's assigned on a regular basis as Crime Scene Specialists (CSS) shall receive a premium in the amount of five percent (5%) of their base pay for the term of the assignment. Management shall not be required to make more than two (2) CSS assignments at any given time. This premium pay shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law.

## **ARTICLE 3 - LEAVES**

### **SECTION 1: GENERAL LEAVE PLAN**

This General Leave Plan replaces all General Leave Plans in effect prior to the execution of this Memorandum of Understanding. Effective with the execution of this Memorandum of Understanding through December 31, 1993, the General Leave Program will be administered as follows:

#### **A. ACCUMULATION AND USE**

1. Effective January 1, 1983, use of the General Leave (established in lieu of vacation leave, sick leave, emergency leave, supplemental leave, and personal leave) was and continues to be for any leave purpose, subject to the current Personnel Rules dealing with leaves.
2. There are two categories of General Leave:
  - a. 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.

- b. Unscheduled Leave: Any leave that is genuinely of an unanticipated nature; i.e., "sick leave," bereavement leave, etc. Inappropriate or excessive use of unscheduled leave may be grounds for corrective action in accordance with current practice.

3. Effective January 1, 1983, the following types of leave were converted to general leave as follows:

- |                                    |   |
|------------------------------------|---|
| a. Vacation Leave                  | 1 hour of gen. leave for 1 hour of vacation leave |
| b. Compensatory Time Off *         | 1 hour of general leave for 1 hour of CTO         |
| c. Sick Leave                      | 1 hour of general leave for 3 hours of sick leave |
| d. Supplemental and Personal Leave | were not transitioned.                            |

\* Effective July 1, 1987, Compensatory Time Off cannot be deposited in the general leave bank (see Article 2, Section 5, paragraph "F" - "Overtime").

4. General Leave shall be accrued as follows:

	<u>Annual</u>
a. 1 to 5 years service	192 hours
b. 6 to 10 years service	216 hours
c. 11 to 15 years service	240 hours
d. 16 or more years of service	264 hours

- B. Each employee in the bargaining unit shall maintain his/her previously elected maximum General Leave accrual limit of 100, 200, 300, 400, 500, 600, or 700 hours through December 31, 1993.

- C. General Leave accrued above the maximum leave accrual limit shall be liquidated each pay period as accrued, at an hourly rate based on the following formula:

monthly base pay plus 37.539% of monthly base pay multiplied by twelve (months in the year) divided by the number of work hours in the year (2080 for 40/hr week employees).

For purposes of determining available leave time, the General Leave time balance to be used is that amount in the employee's General Leave balance at the close of the last pay period.

- D. All accrued General Leave shall be liquidated upon separation at an hourly rate based on the formula in Paragraph "C" of this Section.
- E. Accrued General Leave below the minimum accrual limit of 100 hours may be used only for scheduled and/or unscheduled leave.

- F. Leave accrued above the minimum General Leave accrual limit of 100 hours, but below the maximum General Leave accrual limit may be liquidated at an hourly rate which is based on monthly base salary only.
- G. Employees may continue to elect to prospectively allocate monthly General Leave accruals as pay to be reported to PERS at a rate calculated on base pay only, under the guidelines outlined in the memo of April 16, 1990, and amended by the base-pay-only rule, and as allowed by PERS Circular Letter 800-198.
- H. An employee must take all accrued General Leave and compensatory time before a request for leave of absence will be granted, except upon approval of the City Manager.

## **SECTION 2: NEW GENERAL LEAVE PLAN**

This General Leave Plan replaces all General Leave Plans in effect prior to January 1, 1994. Effective January 1, 1994, the City will establish a New General Leave Program to be administered as follows:

### **A. DEFINITIONS**

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

1. Old General Leave Bank shall mean all General Leave accrued by the individual employee in this bargaining unit on or before December 31, 1993.
2. New General Leave Bank shall mean all General Leave accrued by the individual employee in this bargaining unit on and after January 1, 1994.
3. Aggregate General Leave shall mean the total number of accrued Old General Leave hours plus New General Leave hours.
4. 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.
5. Benefit Load shall mean the premium, based on an additional cash factor relating to the cost of benefits, which may be liquidated on Old General Leave accrued prior to December 31, 1993, upon separation of employment with the cash value of base salary. The Benefit Load of this bargaining unit is 37.539% of base salary.

### **B. ACCUMULATION AND USE**

1. The use of the General Leave (established in lieu of vacation leave, sick leave, emergency leave, supplemental leave, and personal leave) was and continues to

be for any leave purpose, subject to the City of Fremont's Personnel Rules, Administrative Regulations and other City rules and regulations.

2. There are two categories of General Leave:

- a. 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.
- b. Unscheduled Leave: Any leave that is genuinely of an unanticipated nature; i.e., "sick leave," bereavement leave, etc. Inappropriate or excessive use of unscheduled leave may be grounds for corrective action in accordance with current practice.
- c. An employee must use all accrued General Leave and compensatory time before a request for leave of absence will be granted, except upon approval of the City Manager.

3. Leave shall be accrued as follows:

Yrs. of Service	Accruable General Leave Hours Per:		Floating Holiday (non-accruable)	Total Hours Per Year	Max Limit on Sick Leave Hours Rolled Over
	Year	Pay Period			
0-5	192	7.3846	8	200	300
6-10	216	8.3077	8	224	300
11-15	240	9.2308	8	248	300
16+	264	10.1538	8	272	300

C. MAXIMUM AGGREGATE GENERAL LEAVE ACCRUAL LIMIT BEGINNING JANUARY 1, 1994

Effective 0001 hours January 1, 1994, employees shall be entitled to accrue a New General Leave maximum accrual limit of one and one half times (1.5) the individual employee's annual General Leave accrual. No hours of New General Leave will accrue above the maximum entitlement.

Effective 0001 hours January 1, 1994, the Old General Leave accrual balance will not be liquidated for cash during employment. This Old General Leave Bank is available for use as General Leave and will be recorded separately from New General Leave. No hours of General Leave will accrue above the maximum entitlement.

The City will draw down General Leave accruals based on the "Last In First Out" method.



D. SICK LEAVE BANK OF HOURS

New General Leave hours which accrue above the maximum accrual limit described in paragraph C, above shall be placed in a Sick Leave Bank of Hours with a maximum accrual limit of 300 hours plus any "Old" sick leave hours accrued prior to January 1, 1994.

Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave as provided for in the Personnel Rules.

E. TERMINATION OF LIQUIDATION OF GENERAL LEAVE DURING EMPLOYMENT

All liquidation of New, Old, and/or Aggregate General Leave during employment shall cease with the Old General Leave accrued through 2400 hours December 31, 1993. No New General Leave accrued on or after 2400 hours December 31, 1993 will be liquidated during employment.

F. LIQUIDATION OF OLD GENERAL LEAVE AT SEPARATION

All Old General Leave Bank hours earned on or before 2400 hours December 31, 1993 shall be liquidated at separation at an hourly rate based on the following formula:

the monthly base pay in effect at time of separation plus 37.539% of monthly base pay multiplied by twelve (months in the year) divided by 2080 (the number of work hours in a year).

New General Leave accruals will not replenish or replace Old General Leave accruals.

G. LIQUIDATION OF NEW GENERAL LEAVE AT SEPARATION

All New General Leave Bank hours earned on or after January 1, 1994 shall be liquidated at the hourly base rate in effect at separation.

H. PROSPECTIVE FORFEITURE OF GENERAL LEAVE ACCRUALS

Through June 30, 1994, employees may continue to elect to prospectively allocate monthly General Leave accruals as pay to be reported to PERS at a rate calculated on base pay only, under the guidelines outlined in the memo of April 16, 1990, and amended by the base-pay-only rule, and as allowed by PERS Circular Letter 800-198. Effective January 1, 1994, the City shall cease paying the employee the cash value of the benefit load of 37.539% on the value of prospectively forfeited General Leave accrual payments.

Effective July 1, 1994, the practice of prospectively allocating monthly General Leave accruals as pay to be reported to PERS shall cease.

## I. LIQUIDATION OF LEAVE FOR CURRENT EMPLOYEES

Effective for Fiscal Years beginning July 1, 2008 and each July 1 thereafter during the term of this Understanding:

Employees who have a general leave balance of at least 75% of their maximum accruable leave at the end of the first pay period that ends in the preceding May (e.g., May 11, 2008 for the Fiscal Year beginning July 1, 2008) and have either fifteen (15) or more years of service or nineteen (19) or more years of service will have the option to make a once a year, irrevocable election to liquidate leave. Leave may be liquidated in one-hour increments up to the annual maximum liquidation limit. The applicable maximum liquidation limit will be based on the employee's years of service as of the end of the first pay period in May. This leave liquidation will be paid out in a lump sum on the first scheduled payday in the following August.

<b>Years of Service</b>	<b>Maximum Accruable Leave</b>	<b>75% Qualifying Balance</b>	<b>Maximum Liquidation Limit</b>
15-18	396 hours	297	40 hours
19+	396 hours	297	60 hours

### **SECTION 3: USE OF SICK LEAVE BANK**

- A. For employees who elected to retain a sick leave bank, sick leave may be used for 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 residing in the same household, or a life partner residing in the same household who is not a legal spouse, may, for the purpose of this section, be considered as of the immediate family. A life partner is an individual who is in an established, long term relationship (minimum of six (6) months) with an employee.
- B. Accrued time on the sick leave bank shall not be compensated for in any manner except as used for sick leave as provided for in the Personnel Rules.

### **SECTION 4: HOLIDAYS**

- A. To be eligible for holiday pay on any of the following days, an employee must be in a paid status on the regular scheduled work day both the day before and the day after the designated holiday.

New Year's Day  
 Dr. Martin Luther King, Jr. Day  
 President's Day  
 Memorial Day  
 Independence Day

Labor Day  
Veteran's Day  
Thanksgiving Day and the day following  
The day preceding Christmas, December 24  
Christmas  
The day preceding New Year's Day, December 31

B. Holiday Time Bank:

In the second pay period in June, each employee shall annually elect whether they want to receive holiday time in biweekly pay (4.0 hours biweekly) or have annual holiday time of 104 hours credited to a holiday bank. The 104 hours includes 8 hours of floating holiday. The employee's holiday option shall remain in effect until changed by the employee.

Employees electing biweekly holiday payment who take a holiday off must use comp or vacation time for such holiday, subject to department approval. Employees with a holiday bank who take time off can use holiday time, comp time or vacation time, subject to department approval.

Each employee recognizes that arrangements for taking time off must reflect public need and service responsibilities of the department and that the final decision, with no employee appeal rights regarding the scheduling of such time off as provided by this Article, shall rest with the department.

The department retains the right to determine that certain employees, not needed for service responsibilities, shall take holidays off as they occur.

C. No carry over into the following calendar year of such holiday time not taken shall be allowed. Any balance of such unused hours shall be compensated for by pay at the straight time hourly rate of the employee. This payment will be paid to the employee in the first paycheck issued in December each year. Any such time-off to be taken between December 1 and 31 must be approved by the department prior to December 1.

D. Any employee who terminates employment shall only be entitled to the number of holiday time bank hours equivalent to the number of holidays (as listed in Article 3, Section 4) actually occurring on or between January 1 and the employee's last day of employment. Any unused balance of such hours shall be compensated for by pay at the employee's straight time hourly rate. Should such employee have taken more hours of holiday time off than provided for by this section, the employee will be required to repay the City for all hours taken in excess of the number of entitled hours. The amount of repayment required shall be deducted from the employee's check or available leave balances.

E. Any holiday occurring as provided in Section 4, G. shall not be included in said holiday time bank but shall be compensated for by pay at the employee's straight time hourly rate.

- F. An employee on leave without pay when a holiday occurs shall either have his/her holiday bank reduced by (8) hours for each holiday or shall not be paid for 4.0 hours holiday time, determined by the employee's election of how holiday time is treated.
- G. Should the City grant all other employee groups any other national or state observed holiday(s) the City will also grant such additional holiday(s) to employees covered by this Memorandum of Understanding

### **SECTION 5: PARENTAL LEAVE**

Leaves of absence for pregnancy shall be granted to employees as follows:

A pregnant employee may continue employment as long as her health and the health of the unborn fetus would not be adversely affected by the continued performance of the duties of her position. In conformity with the California Pregnancy Disability Act, the City at any time may require information from a doctor of medicine in making the determination of employment suitability. A pregnant employee may be absent from employment for a collective period of time not to exceed four (4) months during the term of pregnancy and post pregnancy period. The employee may choose to charge any portion of this period to any of her accrued unused paid leave balances. Such absences shall only be granted for medical reasons arising from the pregnancy, the subsequent childbirth, or other termination of the pregnancy.

All absences due to pregnancy, childbirth, or other termination of pregnancy and the ability of the employee to return to work shall be subject to verification by a doctor of medicine.

A pregnant employee must advise the City in writing of her intent to take pregnancy leave time off and to return to work.

The City will implement whatever Federal or State laws regarding Parental Leave rights are mandated during the period of this MOU.

An adoptive parent may be absent from employment for a collective period of time not to exceed twelve (12) weeks and may charge any portion of this period to any accrued unused paid leave balances, except that the use of any accrued sick leave must be limited to six (6) weeks (240 hours). If both parents are City employees, the total time off between them may not exceed twelve (12) weeks.

Employees who comply with the foregoing shall be returned to employment with the City in the same classification with no loss of seniority or benefits accrued, but not used, prior to the commencement of such leave. Such leaves shall be administered consistent with City leave policies and procedures except as herein provided.

### **SECTION 6: LEAVE FOR THE PURPOSE OF EXTRAORDINARY MEDICAL CARE**

It is the City's intent to comply fully with the requirements of the California Family Rights Act (CFRA), the federal Family and Medical Leave Act (FMLA), California requirements

regarding pregnancy disability leave (pregnancy leave), the City of Fremont Personnel Rules regarding Leave Without Pay (LWOP), and the General Leave (GL) Plan.

The City's Administrative Regulations combine the rules and procedures of the above leave types and define their application to City of Fremont employees.

### **SECTION 7: LEAVE WITHOUT PAY**

An employee may not take leave without pay until all accumulated paid leave time for which the employee is eligible is exhausted, except that an employee may be granted leave without pay without exhaustion of accumulated paid leave time when recommended by the Department Head and approved by the City Manager.

### **SECTION 8: JURY DUTY LEAVE**

- A. Any employee required to report in-person for jury duty for a period of one week or longer shall revert to a 40-hour work week to reflect the hours served on jury duty. The employee shall be given the Sunday off prior to the first full week of jury duty and the Saturday off following the last full week of jury duty. The employee shall remain on such work schedule for the duration of the jury duty. Such employee shall be compensated at the employee's regular salary for the period of such duty.
- B. No employee shall be required to work within twelve (12) hours prior to the start of the period of jury duty. No employee shall be required to work within twelve (12) hours after the release from jury duty.
- C. Employees shall be required to report to work if excused prior to 1:00 p.m. on any day of jury duty, and work out the balance of the shift. If the employee is excused after 1:00 p.m. on any day of jury duty, he/she shall not be required to report to work out the balance of the shift.
- D. Leave of absence with pay shall be granted to an employee who has been selected for jury duty and from which he/she cannot be excused. An employee who serves on jury duty will be paid his/her regular salary for the period of such duty.

### **SECTION 9: BEREAVEMENT LEAVE**

In the case of a death in the immediate family, employees may be granted a leave of absence of three (3) days as bereavement leave. Time taken shall be considered paid bereavement leave and will not be charged against the employee's accrued general leave.

"Immediate family" is defined as wife, husband, child, brother, sister, parent or current parent-in-law, grandparent or current grandparent-in-law, except that a 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, may be considered as of the immediate family.

**SECTION 10: PERSONAL EMERGENCY TIME (PET) BANK**

In the event of a medical, personal or family emergency, employees covered under this MOU may donate or receive accrued and/or prospective leave accruals to or from other City of Fremont employees, providing the following:

- 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. Only accrued vacation or general leave and future, unaccrued vacation or general leave may be donated. Neither sick leave nor compensatory leave time may be donated.
- C. The recipient employee will not accrue City seniority during any period of donated leave usage.
- D. The point at which an employee may request use of the PET Bank shall be when all general leave, compensatory time, and sick leave banks, as applicable to the recipient employee, have been used down to an aggregate total of forty-five (45) hours and the employee anticipates that he/she will, because of the need to be absent from work more than forty-five (45) hours during the next pay period, use all existing aggregate hours.
- E. The recipient employee will be responsible for payment of taxes due on the salary received when the leave is used.
- F. The donating employee cannot donate future leave accruals beyond the extent of accrued leave available at the time of donation.
- G. The donating employee cannot donate accrued leave in excess of their existing vacation or general leave balance.
- H. The City 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 at all times, which will generally provide direction for evaluating leave requests.
- I. Neither the City nor the Bargaining Unit shall discriminate in any way with respect to the donation of accrued leave or future leave accruals based on race, religion,

creed, political affiliation, color, national origin, ancestry, sex, marital status, age, sexual orientation, medical condition, or physical or mental disability.

- J. In instances when the receiving employee does not use all donated hours, the hours not used will, at the donating employees' election, either be placed in the PET Bank for use by other eligible employees or returned to the donating parties.
- K. A donating employee may designate a specific recipient to receive donated hours.
- L. Employees in the Bargaining Unit may give or receive hours across bargaining unit lines consistent with reciprocating agreements with other City of Fremont bargaining units.
- M. In the event the City adopts a city-wide PET Bank policy, the parties to this MOU shall meet and confer regarding the impact of implementing a city-wide PET Bank policy.

#### **SECTION 11: ON THE JOB INJURY LEAVE**

- A. The City and the Union agree that for injuries occurring on or after December 31, 2000, the first paragraph of Personnel Rule, Article XII, Section 2.01, titled Disability Leave will no longer apply to employees covered by this agreement, and will be replaced instead by the following provisions.
- B. A full time, regular employee who is unable to work as a result of injury or illness certified as arising out of and in the course of his/her employment with the City of Fremont, shall be paid an amount which, together with the Workers' Compensation benefits to which he/she may be entitled, shall equal:
  - 1) His/her regular rate of pay for the first sixty (60) calendar days (or hourly equivalent); and
  - 2) Eighty percent (80%) of his/her regular rate of pay for the sixty-first (61<sup>st</sup>) through the three hundred sixty-fifth (365<sup>th</sup>) calendar day (or hourly equivalent).
  - 3) The above benefits will cease when the employee is determined to be "permanent and stationary."

#### **SECTION 12: MILITARY LEAVE**

Military leave shall be provided in accordance with Resolution 9713, as amended, and California Military and Veterans Code Section 395.

## **ARTICLE 4 - INSURANCE**

#### **SECTION 1: ALTERNATIVE BENEFITS AND COMPENSATION PLAN**

- A. The City shall secure and make available to all eligible employees, accidental death and dismemberment insurance, child care reimbursement and excess medical

expense reimbursement plans 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.

- B. Any employee who is working a modified/part-time work schedule shall have all benefits prorated on the basis of the employee's schedule.
- C. 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). This allowance may be used to purchase insurance coverage and other benefits available under the Alternative Benefits and Compensation Plan.

Effective July 1, 2013, the City shall continue to contribute the sum of \$1,512.00 (one thousand five hundred twelve) per month to the HBA for eligible employees represented by the Teamsters Local 856.

Effective January 1, 2014, the City shall contribute the sum of \$1,592.00 (one thousand five hundred ninety two) dollars per month to the HBA for eligible employees represented by the Teamsters Local 856.

Effective January 1, 2015, the City shall contribute the sum of \$1,672.00 (one thousand six hundred seventy two) dollars per month to the HBA for eligible employees represented by the Teamsters Local 856.

In the event 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 allowed under IRC Code, Section 125. Money not used for the purchase of benefits under the Plan will be paid to the employee in taxable cash. The maximum amount any employee may receive as taxable compensation in lieu of the purchase of benefits will be \$580 (five hundred eighty dollars) per month.

The City's 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 MOU.

The coverage, exclusions and limitations of the City sponsored plans are those in force on July 1, 1993, for the purpose of description of said plans.

In the event that the benefits in this Article become fully subject to federal or state taxation, the City and the Teamsters Local 856 shall meet in a timely manner to discuss the impact.

## **SECTION 2: MEDICAL COVERAGE OPTIONS**

- A. Employees must either enroll in the Teamsters Local 856 Health and Welfare Trust Fund or provide proof of other medical coverage. Employees shall not be eligible for nor be permitted to enroll in any City sponsored health or dental care plans during



the term of this MOU, but shall continue to participate in the life insurance programs sponsored by the City. It is further understood and agreed that the City shall not be held responsible or liable for any matters, including the determination and payment of benefits arising in the administration of the Teamsters Local 856 Health and Welfare Trust Fund.

- B. An employee who elects coverage under the Teamsters Local 856 Health and Welfare Trust Fund may elect coverage for a domestic partner to the extent and according to the procedures of the Trust Fund.
- C. For purposes of this article "eligible employee" shall be defined as any regular City employee who works in a class represented by this Union.
- D. Effective July 1, 2013, Teamsters Local 856 Health and Welfare Trust Fund will allow employees to enroll in the Trust the first of the month following hire date.

**SECTION 3: RETIREE MEDICAL REIMBURSEMENT**

- A. Effective with employees who retire from the City on or after December 31, 1993, the City shall contribute one hundred thirty dollars (\$130) per month in medical premium reimbursement.
- B. 1. Effective with employees who retire from the City on or after July 1, 2005, the City shall contribute the monthly amount in medical premium reimbursement set forth in Section B.2. below provided the employee meets all the following criteria:
  - a. retires on or after July 1, 2005,
  - b. is vested with CalPERS,
  - c. has completed at least five (5) years of continuous service with the City,
  - d. is at least age 50 or has received a CalPERS disability retirement as a result of employment with the City of Fremont.
- 2. 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.

<b>Employee Years of Service at Retirement</b>	<b>City Base Contribution (\$/mo.)</b>	<b>Adjustment for Years of Service (\$/mo.)</b>	<b>Total City Contribution (\$/mo.)</b>
0 to 5	\$0	\$0	\$0
6 to 10	\$130	\$0	\$130
11 to 19	\$130	\$10	\$140
20 or more	\$130	\$20	\$150

- C. 1. Effective with employees who retire from the City on or after July 1, 2007, the City shall contribute the monthly amount in medical premium reimbursement set forth in Section C.2. below provided the employee meets all the following criteria:

- a. retires on or after July 1, 2007,
  - b. is vested with CalPERS,
  - c. has completed at least five (5) years of continuous service with the City,
  - d. is at least age 50 or has received a CalPERS disability retirement as a result of employment with the City of Fremont.
2. 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.

<b>Employee Years of Service at Retirement</b>	<b>City Base Contribution (\$/mo.)</b>	<b>Adjustment for Years of Service (\$/mo.)</b>	<b>Total City Contribution (\$/mo.)</b>
0 to 5	\$0	\$0	\$0
6 to 10	\$150	\$0	\$150
11 to 19	\$150	\$75	\$225
20 or more	\$150	\$150	\$300

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.

**SECTION 4: LIFE INSURANCE COVERAGE**

All employees covered by this MOU shall be provided with fifty thousand dollars (\$50,000) of group term life insurance under a program to be selected and administered by the City.

Each employee shall have the option to purchase supplemental life insurance at no cost to the City. To qualify for the purchase of additional optional supplemental life insurance, the employee will be required to meet qualifications set down by the insurance carrier.

**SECTION 5: SHORT TERM DISABILITY/LONG TERM DISABILITY**

- A. The maximum amount of insurable salary under the salary continuation plan shall be the employee's total base salary, not to include any special allowances to maximum of \$15,000 per month.
- B. The Short Term and Long Term Disability plans will be selected and administered by the City and shall be made available to all members of the unit.
- C. Effective January, 1, 2010, any employee electing coverage under the Short Term and Long Term Disability plans will assume responsibility for payment of the entire

insurance premium on an after-tax basis. Effective January 1, 2010 will credit the employees with the premium cost of the Long Term Disability Plan.

**SECTION 6: INSURANCE BENEFIT ADMINISTRATION**

The City shall have the exclusive right to determine and select the provider or method of providing benefit plan services and the methods of providing benefits for: life, income protection or other benefits which may be provided through insurance plans, self-insurance or similar procedures for providing such benefit plans.

If any change in benefit levels is proposed by the City, the City and the Union shall meet and confer in accordance with Section 3500, et seq., of the California Government Code, and no change shall be made without mutual agreement.

**ARTICLE 5 - RETIREMENT**

**SECTION 1: PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)**

The City will continue to contract with PERS for retirement benefits as outlined in the table below.

	Employees hired before 4/8/12	Employees hired from 4/8/12 – 12/31/12 and <b>Classic</b> PERS Members hired after 12/31/12 (as defined by the Public Employees’ Pension Reform Act of 2013 PEPRA)	Employees hired 1/1/13 or later as <b>New PERS</b> 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 <sup>th</sup> Level 1959	4 <sup>th</sup> Level 1959	4 <sup>th</sup> Level 1959
Death Benefit/ Remarriage	Eligible	Eligible	Eligible

Effective June 29, 2013 employee cost sharing (3.63% of retirement compensable payroll toward retirement) of the employer rate is eliminated.

**SECTION 2: MILITARY SERVICE CREDIT**

The City shall continue to provide the following Public Employment Retirement System optional contract provisions, with the eligible employee required to contribute both the

employer's and employee's contributions and interest: Military service credit, as specified in Section 20933 of the Government Code.

**SECTION 3: CONVERSION OF EMPLOYER PAID MEMBER CONTRIBUTION TO BASE SALARY/IMPLEMENTATION OF IRS CODE SECTION 414(h)(2)**

- A. Teamsters Local 856 and the City jointly acknowledge that Government Code Section 20022 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. Teamsters Local 856 hereby expressly acknowledges that the City neither represents nor guarantees that items reported hereunder as compensation will be included in the calculation of retirement benefits nor does it 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.
- B. Effective 2400 hours, December 31, 1993, the City will cease making payment on behalf of the employees in this bargaining unit to the Public Employees' Retirement System (PERS) for any and all earnings subject to payment of an employee retirement contribution and designating such payment as an Employer Paid Member Contribution (EPMC).
- C. Employees encumbering positions in this bargaining unit shall assume responsibility for payment of the normal employee retirement contribution to the Public Employees' Retirement System (PERS) and the City shall designate such payment as an "Employer Pickup" as defined under the provisions of Section 414(h)(2) of the Internal Revenue Code.

**ARTICLE 6 - HOURS AND SCHEDULING**

**SECTION 1: MEAL PERIODS**

- A. Employees in the class of Community Service Officer when assigned to a rotating patrol shift position (11-hour schedule) shall have a fifty (50) minute meal period included within the hours of such scheduled workday.
- B. Employees in the Police Dispatch Center represented by IBT shall have a fifty (50) minute meal period included within the hours of their scheduled workday when on an 11-hour schedule.
- C. Employees in the class of Police Detention Officer and Police Detention Officer Supervisor shall have a fifty (50) minute meal period included within the hours of their scheduled workday when on an 11-hour schedule.
- D. Employees in the class of Police Property Officer shall have a fifty (50) minute meal period included within the hours of their scheduled workday.

- E. Upon the adoption of this agreement, employees in the Police Laboratory represented by IBT shall have a fifty (50) minute meal period included within the hours of their scheduled workday.
- F. It is understood that such employees shall be required to remain on duty for the entire period of their workday, including said meal period; to respond to public service requirements; and if on field assignment, or in any other manner away from their assigned work station, to remain in radio contact with the dispatcher. It is also understood that employees in the above classes who are required to accomplish an assignment during their meal period will do so without additional compensation.

## **SECTION 2: ALTERNATE WORK SCHEDULES**

An employee may request of her/his Department Head or designee assignment to an alternate work schedule. Such request shall be in writing and include the schedule proposed by the employee. The Department Head or designee shall respond in writing to the employee within thirty (30) days of the date the employee request was received.

Said response shall include the duration and conditions under which the alternate schedule would be approved or the reason(s) for its disapproval.

## **SECTION 3: STAND-BY TIME**

No employees in the classified service who are employed in the classes of positions represented by the Union are required to perform stand-by duty.

In the event the City, in the future, contemplates the need of such stand-by duty to be performed by such employees, the parties to this MOU shall meet and confer on the issue of stand-by pay.

## **SECTION 4: "4-11" AND 10 HOUR SCHEDULE AND DEPLOYMENT PLAN**

- A. This 4-11 Plan will affect those employees assigned to work a regular schedule of eleven (11) hours per day, four (4) days per week. Employees on the 4-11 schedule will be assigned to four (4) 11-hour training days per year with no make-up days.
- B. Schedules, as they relate to shift starting times, will be determined by management on the basis of peak activity staffing needs and may be altered periodically subject to existing rules.
- C. Staffing will be determined by management as may be necessary from time to time.
- D. All employees assigned to the 4-11 Plan will have time off, as well as time worked, computed in hours rather than days. This includes the use of General Leave and Holiday Leave. In each of these cases, when a regular shift is taken off a General Leave or compensatory time deduction will be made at the rate equal to the number of hours in the employee's regularly assigned shift.

1. Regularly scheduled work performed on a day which is observed as a holiday shall be credited at time and one-half.
  2. The General Leave accumulation rates are based on annual entitlements defined in hours as provided for in Article 3 of this Memorandum of Understanding.
- E. For purposes of determining hourly wages, the current determination of hourly wages will continue.
- F. Training Considerations:
1. When any employee who is assigned to work the Plan is assigned to school the days in which he or she is in school will be considered 8-hour days. Days off will be assigned accordingly. For example, if a Police Communications Dispatcher is assigned to attend a school for five days during a week when they would be scheduled for two days off, they will be considered to have worked five 8-hour days and thus be entitled to two days off that week. The regular scheduling of days off would then occur beginning the day they return to work.
  2. In determining the appropriate number of days off, a work week should be viewed as beginning Sunday and ending Saturday. As such, any Police Communications Dispatcher attending school for forty (40) hours during that time span is entitled to two (2) days off. If their regularly scheduled days off are during the time they are in school they will then be credited with two (2) days.
  3. If the school is less than five days the employee will return to the regular schedule on the day he or she returns to work. If the school occurs on the employee's days off he or she will be given the same number of days off upon return from school. In effect, when a Police Communications Dispatcher attends a school that is less than a full week, he/she will receive whatever number of days off he/she was scheduled for that week.
- G. The deployment plan will be subject to periodic evaluations by management which will be solely responsible for any decision as to future implementation or termination. However, in the event that a change in this agreement is indicated, the affected employee groups will be provided with the results of the evaluation and be afforded an opportunity to meet and discuss alternatives. The evaluation will be made with consideration of all factors weighted in reasonable proportions, as well as any extraordinary or unusual circumstances which may impact the program. No judgment of the program will be based on an evaluation of any single factor. Further, at the discretion of management the program may be terminated at any time if such conditions render it impractical to provide sufficient coverage for services under the deployment plan.
- H. For program evaluation purposes, management will use Unscheduled General Leave usage, Sick Leave usage, Overtime expenditures (with the exception of expenditures required for holiday pay or court time), a reduction in staffing levels due

to attrition, and the ability of Communications to deliver services at levels established by management.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **SECTION 1: PURPOSE**

The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level. This grievance procedure is intended to meet this goal and to assure that in presenting a grievance, the grievant and/or his/her representative is assured freedom from restraint, coercion, discrimination or reprisal.

### **SECTION 2: DEFINITION**

A grievance shall be defined as:

- (a) An alleged violation or dispute regarding the application or interpretation of rules, regulations, policies, procedures, Memorandum of Understanding, City ordinance or resolution related to terms or conditions of employment, wages or fringe benefits.
- (b) An appeal from a disciplinary action taken against an employee such as dismissal, demotion, suspension, reduction in salary or transfer.
- (c) Verbal and written reprimands are not subject to the grievance procedure; however, written reprimands may be appealed to the City Manager within fourteen (14) calendar days of receipt. The City Manager or designee shall review the circumstances and render a written decision within fourteen (14) calendar days of review. The decision of the City Manager/designee shall be final and conclusive.

### **SECTION 3: GENERAL PROVISIONS**

- (a) The grievance procedure is not available to employees in probationary, provisional or temporary status with the City of Fremont.
- (b) Concurrent appeals alleging violation of the same provision shall be consolidated.
- (c) Grievances resulting from discipline which have gone through a Skelly meeting shall enter the grievance process at Step 3.
- (d) If the parties agree, other grievances may be initiated at a level higher than the initial step in the grievance procedure.
- (e) Any other dispute resolution mechanism may be substituted for this procedure upon mutual agreement between the parties prior to invoking the arbitration provisions of this article.

- (f) Nothing in these procedures shall prevent discussion or meetings between the parties at any time to clarify the facts in order to conclude the matter as promptly as possible.
- (g) Time limits prescribed herein may be extended by mutual agreement of the parties. Failure by the employee or Union to follow the time limits, unless so extended, shall nullify the grievance. If the City fails to follow the time limits, unless so extended, the employee may advance the grievance to the next step.
- (h) When an employee is asked to appear as a witness during any step of the grievance procedure, he/she shall be compensated at his/her regular rate of pay for actual time spent in such appearance during regularly scheduled working hours.
- (i) The procedures set forth in this article shall not apply in matters where other methods of appeal have been specifically provided for in State or other applicable law, such as, but not limited to, appeal of workers' compensation claim disposition and appeal of determination of retirement status under CalPERS.

#### **SECTION 4: PROCEDURE**

It is the intent of both parties that disputes be resolved at the lowest level possible in an expeditious manner. When informal discussions do not result in a satisfactory resolution to the issue(s), the following formal procedure shall be utilized. Additionally, a City of Fremont Grievance Submission Form must be used in all grievance filings.

**Step 1**     **Formal Submission.** The employee or Union may submit the grievance in writing to the immediate supervisor within thirty (30) calendar days of the occurrence of the alleged violation or discipline received, or within thirty (30) calendar days from such time as the employee or Union should reasonably have been aware of the occurrence or discipline. The grievance shall state the specific section of the Memorandum of Understanding, or City ordinance or resolution alleged to be violated; or, the disciplinary action taken, the nature of the grievance, and the proposed resolution. The supervisor shall render a decision in writing to the employee and/or Union representative within fourteen (14) calendar days of the formal submission of the grievance.

**Step 2**     **Appeal to Department Head.** Should the grievance remain unresolved, the employee or Union may, within fourteen (14) calendar days after receipt of the supervisor's decision or the date that the response should have been received, submit the grievance in writing to the Department Head. The Department Head or his/her designated representative shall respond to the grievance in writing within fourteen (14) calendar days after receipt of the Step 2 grievance.

**Step 3**     **City Manager or Designee -- Union Representative.**  
Should the grievance remain unresolved, the employee or Union may, within fourteen (14) calendar days after receipt of the Department Head's response



or the date that the response should have been received, submit the grievance in writing to the City Manager/designee.

The City Manager/Designee shall meet with the Union representative within fourteen (14) calendar days of submission of the grievance at Step 3 in order to attempt to resolve the dispute.

The City Manager/Designee shall issue a written decision within fourteen (14) calendar days after the date of the meeting.

**Step 4** **Arbitration.** Should the grievance not be resolved to the satisfaction of either the Union or the City, either party may request arbitration as the final step in the appeal process by notifying the other party of their intent to utilize the services of an arbitrator. Such notice shall be in writing and shall be provided to the other party within fourteen (14) calendar days from the date of the City Manager/Designee's written notice of decision was due or received.

#### **SECTION 5: ARBITRATION RULES**

**(a) Generally:** The Union and the City agree that the final and binding resolution of any grievance shall be by arbitration. The City Council confers to the City Manager the authority to carry out the decision of the arbitrator.

**(b) Arbitrability:** If the question of arbitrability of an issue is raised by either the Union 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.

**(c) Selection of Arbitrator:** Upon notice of intent to arbitrate, the Union and the City shall meet to select an arbitrator. If unable to mutually agree on the selection of an arbitrator, then a list of seven (7) arbitrators shall be obtained from the State of California Department of Industrial Relations. Nothing in this section will preclude the parties from agreeing to use a list of arbitrators provided from other sources. The parties shall initiate the selection process from the list received by flipping a coin to determine which party starts the strike out process. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator.

**(d) 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. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Memorandum of Understanding and shall not have jurisdiction to make any award which would not have been authorized under applicable authority in the absence of this agreement to arbitrate, except by the joint prior authorization of the parties.

**(e) Costs of Arbitration:** The Union 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. 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 services.

## **ARTICLE 8 - UNION ISSUES**

### **SECTION 1: ORGANIZATION BUSINESS**

- A. On July 1 of each year the City shall establish a bank of 100 hours of Union Leave for use by Teamster Union Stewards or Members. Any unused balance in this bank shall not be carried over from one fiscal year to the next fiscal year. This leave bank shall be available to Union Stewards or Members to conduct authorized Union business, such as representing other Members in personnel matters, or to attend labor-related training.

Requests for Union Leave must be made with reasonable notice (no less than two weeks) and are subject to supervisor approval. Use of Union Leave shall be with pay; however, the Union will reimburse the City for the cost of employee's wages and benefits for any Union Leave used in excess of the 100 hours. Employees shall continue to accrue seniority while on Union Leave.

- B. With respect to the meet and confer process, five Union representatives (one from each operating section) shall be the maximum number of employees who will be allowed concurrent time off without loss of compensation. The Union 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.

### **SECTION 2: MEETING FACILITIES**

The Union 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 City business or revenue derived by the City from rental of such facilities.

### **SECTION 3: MAINTENANCE OF MEMBERSHIP**

- A. An employee working in a classification covered by this MOU who has authorized deduction of regular monthly membership dues or who authorizes deduction of such dues during the life of this MOU may not revoke his/her authorization, except during the period between ninety (90) days and forty-five (45) days preceding the expiration date of this MOU.
- B. If an employee does not revoke the authorization for deduction during the time specified, said dues shall be deducted from the employee's earnings for the entire portion of the term of this MOU, except in the event of the employee's separation from regular City service or in the event the employee is appointed to a permanent

position in a classification not covered by this MOU and, in such instances, revocation may take place at the time of such status change.

- C. The Union shall defend, save, indemnify and hold harmless the City and its officers, agents and employees from any and all liabilities and claims for damages from any cause whatsoever arising from or connected with and on account of dues deductions made on behalf of the Union.

## **ARTICLE 9 - MISCELLANEOUS PROVISIONS**

### **SECTION 1: JOINT LABOR MANAGEMENT COMMITTEE**

The parties have agreed to continue the Joint Labor-Management Committee to meet and discuss a variety of topics of interest to both parties.

### **SECTION 2: TUITION REIMBURSEMENT**

Effective July 1, 2007, the City shall fund a Tuition Reimbursement Program for use by non-probationary employees in the unit with at least six (6) months of full time service with the City. This program will provide reimbursement to eligible Teamster members for successful completion of courses, seminars and workshops that are related to employment opportunities with the City. The City will fund \$7,500 for each fiscal year of the term of this MOU. Unexpended funds from one year shall be carried forward to the next year.

The maximum reimbursement will be one thousand two hundred dollars (\$1,200) per employee for each fiscal year of this MOU. The reimbursement will be provided if the following conditions are met:

- A. Courses must be pre-approved as job related by the Chief of Police or designee prior to the start of the course.
- 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 final grade of "C" or better for both undergraduate and graduate work. Courses providing a "pass/fail" must achieve a "pass" to qualify for reimbursement. Ungraded seminars and workshops will be reimbursed based on proof of successful completion.
- D. Requests for reimbursement shall be submitted in accordance with the procedures developed by the City. A request for reimbursement will not be considered submitted until it includes the relevant receipts and proof that the necessary grade or successful completion was earned.
- E. Requests for reimbursement must be submitted within thirty (30) calendars days of the end of a fiscal year to be allocated to that fiscal year.

F. Monies expended on tuition reimbursement will be subject to appropriate IRS regulations.

G. Courses must be taken on the employee's off duty hours, unless prior approval is received from the employee's supervisor.

This program is intended to provide educational and career development opportunities, including licenses and certificates that are job-related, and shall not replace other training currently offered by the City.

### **SECTION 3: PERSONNEL RULES & LAYOFF ADMINISTRATIVE REGULATION**

The City and Union 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.

### **SECTION 4: SENIORITY RELATED TO UNION CITY DISPATCH CONSOLIDATION:**

The City of Fremont is contemplating contracting with the Union City Police Department as a service provider and will be hiring current Union City dispatchers. Dispatch employees coming to the City of Fremont from Union City, upon passage of training and probation (approximately 17 months from the date of hire) will receive equivalent years of service for the following purposes:

1. Seniority for the purposes of shift bidding.
2. Seniority for the purposes of vacation selection (the Police Department will honor and backfill for any vacation request that would otherwise be denied as a result of the seniority accommodations afforded the dispatchers coming from Union City)
3. Seniority for the purposes of lunch (C7)
4. Seniority for the purposes of workout time (aka Flex Time)

No other seniority related changes: No changes will be made to any other seniority based practices. No Union City Seniority will be considered when calculating rights related to probation, layoff policies, vacation accrual, leave liquidation, anniversary bonus payment or any other aspect of the Teamsters MOU not related to the items specifically outlined in this section.


Executed this 30<sup>th</sup> day of August, 2013, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employer Representatives:  
City of Fremont

  
\_\_\_\_\_  
Fred Diaz, City Manager


  
\_\_\_\_\_  
Brian Stott, Director of Human Resources

  
\_\_\_\_\_  
Lisa Velasco, Human Resources Manager

  
\_\_\_\_\_  
Nancy Dias, Human Resources Manager

Employee Representatives: Teamsters

  
\_\_\_\_\_  
Rudy Gonzalez, Business Representative

  
\_\_\_\_\_  
Ginny Powell, Chief Steward

  
\_\_\_\_\_  
Marian Wilhite, Steward

  
\_\_\_\_\_  
Donna Gott, Steward

  
\_\_\_\_\_  
Garrett Savage, Steward

  
\_\_\_\_\_  
Peter Finn, Secretary Treasurer

Approved as to Form:

  
\_\_\_\_\_  
Debra Margolis, Assistant City Attorney

**APPENDIX A****TEAMSTERS CLASSIFICATION LIST**

<b>Job Title</b>	<b>Job Code</b>
Chief Forensic Specialist	3738
Community Service Officer	3745
Police Communication Dispatch Supervisor	3710
Police Communication Dispatcher	3725
Police Communication Technician	3720
Police Detention Officer	3730
Police Detention Officer Supervisor	3715
Police Property Officer	3740

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