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

CFEA

CITY OF FREMONT
EMPLOYEE ASSOCIATION

AND

CITY OF FREMONT

TERM OF AGREEMENT

July 1, 2019 - JUNE 30, 2021

CITY OF FREMONT
CFEA MOU
2019-2021

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MASTER
MEMORANDUM OF UNDERSTANDING
ON
WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT
BETWEEN
CITY OF FREMONT
AND
CITY OF FREMONT EMPLOYEE ASSOCIATION

ARTICLE 1 – ADMINISTRATIVE

SECTION 1: PARTIES TO UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) is entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter referred to as "City"), and the CITY OF FREMONT EMPLOYEE ASSOCIATION (hereinafter referred to as "Association"), 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 City of Fremont Employee Association as the exclusive representative for the purpose of establishing wages, hours, and other terms and conditions of employment for 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 pursuant to the City of Fremont Employer-Employee Relations Resolution or by mutual agreement in writing between said Association and the Municipal Employee Relations Officer. The City also recognizes the Association as the exclusive representative for temporary employees and for provisional employees, which are specifically excluded from the classified service by Section 2.25.060 of the Fremont Municipal Code, working in classifications listed in Appendix "A" of this Memorandum of Understanding.

SECTION 3: DEFINITIONS

Full-time Regular Employee:
An individual hired into the classified service in an authorized position and who regularly works a minimum of forty (40) hours per week.

Flex Time:
A variation of the start and ending time of an employee’s work day not to exceed the scheduled hours in a work period.

* Modified/part-time schedule employees work at least 20, but less than 40 hours per week.

Alternate Work Schedule:
A schedule that differs from the standard forty (40) hour 5/8 work schedule. Such examples may include 9/80 and 4/10 work schedules.

Modified/Part-Time Work Schedule:
A schedule of at least twenty (20) hours, but less than forty (40) hours per week.

Temporary Employee:
An individual hired for a limited duration that may be separated at any time without cause, notice, or any right of appeal.

Provisional Employee:
An individual possessing the minimum qualifications established for a particular class and who has been appointed to a position in that class for a limited period of time pending establishment of an eligibility list.

Probationary Employee:
A regular employee serving a probationary period.

Modified/Part-time Regular Employee:
An individual hired into the classified service in an authorized position and who regularly works at least twenty (20) hours, but less than forty (40) hours in a week. All benefits shall be prorated for employees that work a modified/part-time schedule, based on the resemblance an employee's schedule bears to a full-time schedule.

SECTION 4: APPLICABILITY OF PROVISIONS OF THE MEMORANDUM OF UNDERSTANDING

The following sections of the Memorandum of Understanding are not applicable to persons employed in a temporary and/or provisional status in classifications listed in Appendix "A" of the Memorandum of Understanding.

Items That Do Not Apply:	Article	Section	Page
Reinstatement of Seniority	1	12	6
Uniform Allowance	2	7	10
Deferred Compensation	2	10	12
Anniversary Pay	2	11	12
Article 3, except Sections 1, 2, 5	3	All except 1, 2, 5	16-25
Retiree Medical	4	4	27
Military Leave	6	4	31
Grievance Process	7	All	32-34

SECTION 5: STATE LAW COMPLIANCE

This MOU 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 6: TERM

This Memorandum of Understanding incorporates all modifications regarding wages, hours and other terms and conditions of employment. The parties agree that all agreements made in previous Memorandums of Understanding, and not subsequently modified, have been included in this Memorandum of Understanding. Unless otherwise so provided, this Memorandum of Understanding shall be effective upon July 1, 2019 and shall expire June 30, 2021 and shall continue in effect from year to year thereafter unless terminated or modified as provided herein.

SECTION 7: CITY COUNCIL APPROVAL

It is the mutual understanding of the parties hereto that this MOU is of no force and effect in regard to matters within the authority of the City Council until this MOU is approved by the City Council.

SECTION 8: CONTINUATION OF EXISTING BENEFITS

Except as provided herein, this MOU does not modify existing benefits established by resolution or ordinance. Such benefits as remain unmodified shall continue in full force and effect throughout the term of this Understanding.

SECTION 9: 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 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 enumerated in this Section.

SECTION 10: ASSOCIATION RIGHTS

A. DUES OR OTHER UNION-SPONSORED BENEFIT PROGRAM DEDUCTIONS

1. The City shall honor CFEA's direction/notification of a member's dues paying status, submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Association.

2. Deductions for dues and other assessments shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Association through electronic funds transfer no later than thirty (30 days after the deduction from the employee's earnings occurs.

3. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Association rather than the employer. The employer shall rely on the Association's explanations in a certified list, submitted by a representative of the Association who has authority to bind the Association, regarding whether an authorization/change in deductions(s) has been requested by the employee.

4. The Association shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

5. The Association shall indemnify the employer for any claims made regarding such deductions.

B. Organization Business

1. The President and ombudsperson of the Association shall be allowed time off with pay when approved by the municipal Employee Relations Officer (City Manager), or her/his designee, for the purpose of conducting Association business. It shall be the responsibility of the employee to advise his/her supervisor of the expected absence from regular duties for the conduct of Association business.

2. 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, or designee, for the use of any such time, and prior approval must be granted.

3. With respect to the meet and confer process, five (5) 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 the meet and confer sessions to ensure that workloads can be covered. Approval of release time shall not be unreasonably denied.

4. Association Officers shall be allowed time off with pay when approved by their supervisor and/or Municipal Employee Relations Officer (City Manager), or designee, for the purpose of conducting Union business. Requests for time off must be pre-approved by the President of the Association and by the employee's Department head or designee and are subject to current department policy. A record of the time used will be maintained by the Human Resources Department. The parties will review the impact of this model at the end of the current MOU term. Use of paid release time for union business shall not result in overtime.

C. Bulletin Boards, Meeting Facilities

The City shall furnish a bulletin board for the use of the Association to communicate with its members at each of the following locations: 1) Administrative Services Center, 2) Each floor of the Development Services Center, 3) Police Department, 4) Corporation Yard, 5) Youth & Family Counseling Center, 6) Animal Shelter, 7) Boat House.

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

SECTION 11: NON-DISCRIMINATION

Neither the City nor the Association shall 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.

Violations of this section shall not be subject to the grievance procedure unless they involve claims based on association activity. Bringing a charge, claim and/or complaint of alleged discrimination based on association activity in any forum other than the grievance procedure shall constitute an election of remedies and a waiver of the right to utilize the grievance procedure for the alleged discrimination based on association activity.

SECTION 12: REINSTATEMENT OF SENIORITY

At the discretion of the City, a former employee who has resigned in good standing may, within ninety (90) calendar days of the effective date of his/her resignation, be re-appointed to that vacated position, if that position is not encumbered by another probationary or regular employee, or may be appointed to another position in the same classification.

Any former employee reappointed or appointed under this provision shall receive the appropriate full seniority credit for previous service for the purpose of determining future general leave accrual and length of service for the purpose of calculating seniority credit in the event of a reduction in force after adjustment for the unpaid leave of absence. Any such former employee reappointed or appointed under this provision 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 buyback of previously accrued general leave at the hourly rate in effect at the time of the buy back.

A former employee who is reappointed to the same classification and position encumbered prior to resignation under the provisions of this section shall not be required to serve another probation if he/she had previously completed probation in that classification.

A former employee who is appointed to a different position in the same or similar classification under the provisions of this section shall be required to serve another probationary period in that new position.

SECTION 13: AMERICANS WITH DISABILITIES ACT

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

ARTICLE 2 – SALARIES AND OTHER COMPENSATION

SECTION 1: SALARIES

A. Effective June 23, 2019, the salary assigned to each classification listed in Appendix "A" shall be increased by 4.0%.

B. Effective June 21, 2020, the salary assigned to each classification listed in Appendix "A" shall be increased by 4.0%.

SECTION 2: EQUITY ADJUSTMENT

Effective June 23, 2019 and again effective June 21, 2020 the following classes shall receive an equity adjustment of 2.0%:

- Associate Landscape Architect
- Fire Prevention Inspector
- Police Records Supervisor
- Revenue Collector

SECTION 3: TEMPORARY UPGRADE PAY

A. An 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, does perform all the significant duties and responsibilities of such position for five (5) consecutive days, shall be paid at the first step of the higher class or five percent (5%), whichever is the greater, retroactive to the first day of the temporary appointment.

B. Assignment of employees to serve in an acting capacity, as defined above, shall be based upon methods determined by the Department Head.

C. An employee specifically assigned by personnel action form on a temporary basis to a position in a management classification and who, pursuant to such assignment, does perform all the significant duties and responsibilities of such position for five (5) consecutive days, shall be paid at the bottom of the range of the higher class, or ten percent (10%), whichever is greater, retroactive to the first day of the assignment. The employee shall receive all benefits and conditions applicable to his/her regular classification.

D. Nothing in this section shall limit management's authority to assign employees temporarily to a position of 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.

E. In work units such as Building Inspection and Police Records where acting assignments are rotated among a group of employees, the five (5) days referenced in “A” and “C” above shall be cumulative on a calendar year basis.

F. Acting assignments shall not be made in increments of less than five (5) days for the sole purpose of avoiding Temporary Upgrade Pay requirements under this section.

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

SECTION 4: RECOGNITION PAY

An employee assigned by a Department Head, or designee, to regularly perform work outside the scope of his/her permanent classification may receive Recognition Pay at the exclusive discretion of the City Manager or designee.

SECTION 5: CALL BACK

A. An employee who has departed from the employee's work location and is called back to work shall be entitled to a minimum of two (2) hours work or, if no work is performed, a minimum of two (2) hours pay.

B. Such two (2) hour entitlement of pay, and any time worked in excess of two (2) hours per call back assignment, shall be compensated at time and one-half the employee’s regular hourly rate of pay.

C. This minimum entitlement does not apply to employees who are called back to work within two (2) hours of their regular starting time.

SECTION 6: OVERTIME AND FLEX TIME

A. DEFINITION OF THE WORK WEEK

The regular work week shall consist of forty (40) hours within seven (7) consecutive days. Generally, the work week shall commence at 12:01 a.m., Sunday and end at 12:00 p.m. (midnight), Saturday.

B. PAYMENT OF OVERTIME - GENERAL RULE FOR EMPLOYEES WORKING FORTY HOURS IN FIVE DAYS

Overtime work shall be defined as any time worked beyond the regular work day or beyond the regular work week. All paid time shall count as time worked for the purpose of computing weekly overtime. No employee shall have his/her regular work schedule changed in order to avoid meeting overtime pay requirements, except by mutual consent.

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 regular hourly rate of pay, or,

2. All hours worked in excess of forty (40) hours per work week shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay.

C. PAYMENT OF OVERTIME – HOLIDAYS

All hours worked on holidays shall be compensated at the rate of time and one-half, in addition to straight time holiday pay for eight (8) hours. Employees on a modified/part-time schedule shall be paid on a pro-rated basis. A holiday for the purpose of this section shall be defined as the City designated day for observing the holiday except for the following holidays which shall be defined as the actual date of the holiday: Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Independence Day, and Veteran’s Day.

D. PAYMENT OF OVERTIME

An employee who has, pursuant to Article 1, Section 3, 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 the employee's regular hourly rate of pay for all work in excess of the alternate daily or weekly work schedule except for union release time as outlined in Article 1, Section 10 of this MOU.

E. PAYMENT OF OVERTIME – MODIFIED/PART-TIME POSITIONS

Less than eight (8) hour days:

1. An employee who pursuant to Article 1, Section 3 of this MOU, works a modified/part-time schedule shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay:

   a. For all hours worked over eight (8) hours in a day, or
   b. For hours worked in excess of forty (40) hours per week.

F. PAYMENT OF OVERTIME – MANDATORY MEETINGS

Mandatory attendance at meetings which are scheduled beyond the employee's regular eight (8) hour work day or beyond the employee's regular forty (40) hour work week, such as scheduled training sessions and attendance at department meetings directed by the Department Head or his/her designated representative, shall be compensated for at the rate of one and one-half times the employee's regular hourly rate of pay subject to paragraph E above.

G. COMPENSATORY TIME OFF BANK

Employees may exercise the option of accumulating overtime credits in Compensatory Time Off, in lieu of payment, at the same rates as set forth above. Compensatory Time Off 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:

   a. Receive cash for the overtime, or
   b. Accrue the value of the overtime in a Compensatory Time Off bank pursuant to the Compensatory Time Off bank to a maximum accrual of two hundred forty (240) hours.

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.

SECTION 7: UNIFORM ALLOWANCE

A. Effective July 1, 2017, the City shall pay a uniform allowance of Six Hundred Dollars ($600) per year to each classified employee in the classifications listed below. Each employee will receive $23.08 each bi-weekly pay period for the duration of eligibility.

1. Police Records Specialist
2. Police Records Supervisor
3. Public Affairs Specialist
4. Records Assistant

Effective July 1, 2017, the City shall pay a uniform allowance of Seven Hundred and Fifty Dollars ($750) per year to each classified employee in the classifications listed below. Each employee will receive $28.85 each bi-weekly pay period for the duration of eligibility.

1. Park Ranger
2. Supervising Park Ranger

3. Hazardous Materials Inspector
4. Fire Prevention Inspector
5. Senior Fire Prevention Inspector
6. Code Enforcement Officer I and II

Effective December 11, 2011, the City shall pay a uniform allowance of Nine Hundred and Ten Dollars ($910) per year to each classified employee in the classifications listed below. Each employee will receive $35.00 each bi-weekly pay period for the duration of eligibility with the understanding that the additional $6.15 per pay period is to be used to replace the safety vest as required, estimated at every 5 year period.

1. Animal Services Supervisor
2. Animal Services Officer

B. Employees in the classifications of Animal Services Supervisor and Animal Services Officer shall receive an initial safety vest (paid for by the City) upon employment into one of these classifications. Thereafter, employees will be responsible for purchasing replacement safety vests as required, estimated every five (5) year period. The safety vest will become part of the required class uniform when performing any work outside of the Animal Shelter.

C. 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.

D. An employee who is absent from work, for reasons other than authorized vacation, holiday, compensatory time off, or workers' compensation 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.

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

F. Any employee eligible to receive a uniform allowance shall be required to wear the uniform while on duty.

G. New employees shall, as soon as is practical, but no later than two (2) pay periods after the initial date of employment, receive one-half (½) of the annual allowance for the purpose of reimbursing a portion of the initial uniform expense. New hires will be entitled to a bi-weekly uniform allowance as set forth in Section A above after six (6) months of employment with the City. The bi-weekly uniform allowance payment will begin the pay period following completion of six (6) months of employment with the City.

H. Any employee employed in a class or position for which a uniform allowance is provided pursuant to this MOU who, regardless of the reason, leaves employment in such a class or position prior to completing six (6) months of service, shall be required to repay to the City a pro-rata amount of the reimbursement of initial uniform expense and it shall be deducted from the employee's paycheck.

I. The City agrees to continue the equipment replacement fund established to reimburse employees for departmental authorized uniform clothing or personal equipment damaged in the course of performing authorized duties. Any unused portion of the fund shall be credited to the following fiscal year. The City shall contribute to the fund the sum of Fifty Dollars ($50.00) on July 1, 1987 and each year thereafter. The administration of this fund will be the sole responsibility of the Association.

SECTION 8: SHOE ALLOWANCE

A. The City shall reimburse an employee in this unit, working in an assignment designated by their Department Head/Designee, up to a maximum amount of One Hundred Seventy-five Dollars ($175.00) for purchasing and regularly wearing steel-toed safety shoes/boots. Reimbursement will not be provided without receipts.

B. An employee who is required to wear steel-toed safety shoes/boots for safety reasons must wear them while working and shall be subject to disciplinary action if not worn. All steel-toed safety shoes/boots must conform to minimum safety, maintenance and appearance standards established by the City unless OSHA standards supersede. An employee may choose not to wear, and therefore not to be paid for, safety shoes/boots unless the City requires their wear and use for safety reasons. The City shall determine when repair or replacement is necessary. The employee is responsible for maintaining the serviceability of the safety shoe/boot.

SECTION 9: COURT APPEARANCE PAY

A. Employees off duty who appear in court in response to a subpoena as part of their normal work assignment shall be entitled to a minimum of four (4) hours pay at the rate of time and one-half the employee's 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 (1) 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 am, 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 employees, as defined by the plan document, covered by this MOU may participate in the City-sponsored Deferred Compensation Plan.

SECTION 11: ANNIVERSARY PAY

The City and the Association recognize the benefit of encouraging employees to remain with the City. To this end, the City will award those employees who, during the term of the MOU, complete, or have already completed fourteen (14) years of chronological service with a one-time Five Hundred Dollar ($500.00) bonus, and nineteen (19) years of chronological service with a one-time Five Hundred Dollar ($500.00) bonus. Modified schedule employees will receive a pro-rated bonus calculated as a ratio of their full time equivalent service to the applicable chronological service period. Payment shall be made in the pay period in which the employee's date of hire falls.

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

SECTION 12: SHIFT DIFFERENTIAL

In the event employees in any other bargaining unit are granted shift differential during the term of this Understanding, employees working the same or similar shifts in this unit shall be granted shift differential on the same basis.

SECTION 13: TRAINING PAY

An employee assigned by personnel action form to provide training for another employee shall receive training pay of five percent (5%) over the regular rate of pay for all time spent performing such training. Eligibility for training pay is contingent on meeting all of the following requirements:

A. Training duties are not already specifically incorporated in the employee's classification specification;

B. The training employee is responsible for training the new employee in a specific list of tasks or functions;

C. The training employee is responsible for evaluating the performance of the new employee during the training period; and

D. The training duties have been assigned for five (5) or more consecutive regularly scheduled work days.

E. It is agreed for the purposes of this provision that training of unrepresented temporary employees is excluded.

F. Normal new employee department orientation shall not constitute training for the purposes of this article.

SECTION 14: TRAVEL TIME

If an employee is required or is requested to attend a conference, training session, or other meeting, and the employee must spend time outside his or her normal workday to do so, the employee will be paid for all time worked, including travel time and time attending the meeting. Normal commute time will be excluded, i.e., the reasonable travel time to and from the site will be reduced by the employee's normal commute time.

The employee's department will have the option of using a flextime schedule to compensate the employee or pay the employee in accordance with Article 2, Section 5 of the Memorandum of Understanding.

SECTION 15: TUITION REIMBURSEMENT

The City shall fund a Tuition Reimbursement Program for use by regular CFEA members. This program will provide reimbursement to CFEA employees for successful completion of courses taken at a United States Department of Education Accredited college or university (such as a University of California, California State College, or Junior College) that are related to employment opportunities with the City. The City will fund Thirty Thousand Dollars ($30,000) 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 Two Thousand Dollars ($2,000) per employee for each fiscal year of this MOU. The maximum reimbursement will be Twenty Thousand Dollars ($20,000) per employee during the time employed by the City. The reimbursement will be provided if the following conditions are met:

A. Request for reimbursement will be submitted to and approved by the Human Resources Department Head or Designee prior to the start of the course. The Human Resources Department Head or Designee shall determine whether or not the course is employment related.

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. Un-graded seminars and workshops will be reimbursed based on proof of successful completion.

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

E. Courses must be taken on the employee's off duty hours. Paid City time may not be used to attend educational opportunities covered by this program. If a course is only offered during regularly scheduled work hours, the employee's supervisor and department director may make reasonable efforts to adjust work schedules to accommodate the scheduling conflict.

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

SECTION 16: BILINGUAL PAY

A. **Purpose:** The City of Fremont recognizes the value of employees who can communicate with residents and customers in languages other than English. A bilingual pay incentive of $69.23 per biweekly pay period will be provided to eligible employees for such skills. Qualifying positions shall be designated by Department Head/Designee.

B. **Justification for bilingual pay differential:** Employees may receive a bilingual pay differential based on the employee's use of a non-English language as part of their regular job duties. Requests may be on the basis of oral communication, written translation or sign language duties.

C. **Eligibility:** Full-time and part-time benefited employees who are covered by the bargaining unit contract and specifically designated and/or approved by the Department Head/Designee shall be eligible for bilingual pay. Part-time unbenefited employees are also eligible if designated. Eligible employees who meet the criteria shall be compensated for each pay period actually worked at the specified rate.

D. **Criteria:**
- The language must be used on the job on a regular, on-going basis. For example: used four (4) or more times per month on average; one or more times per week on average, etc.
- The duties assigned to the employee and/or currently being performed by the employee requires utilization of a non-English language or sign language duties on a regular basis.
- The employee must pass an examination certifying his/her ability to speak or write the required non-English language or perform sign language.

E. **Discontinuing bilingual pay:**
- Any employee who leaves a position in which he/she is receiving bilingual pay will cease to receive the pay. This will occur whenever an employee is transferred, promoted, reassigned, or otherwise leaves the specific position for which the pay was authorized.

- Eligibility will be reviewed on an annual basis by Human Resources and the departments to verify whether employees receiving bilingual pay are performing duties that require utilization of a non-English language or sign language duties.
- If an employee is on a paid leave of one (1) full pay period or more, the employee will not receive bilingual pay for that period.

F. **Bilingual examinations:**
- The department will coordinate the examination that will be administered by an outside vendor approved by the City and/or at the discretion of the Department Head/Designee. Alternatively, arrangements may be made to have employees who have already been certified in the language to administer the examination based on established examination content and rating criteria.
- If an employee fails the bilingual examination(s), the employee may re-test ninety (90) days from the date of the failed test.

SECTION 17: PROFESSIONAL LICENSE STIPEND

The City shall pay $138.47 per biweekly pay period for a total sum of three thousand and six hundred dollars ($3,600.00) per year to employees represented by CFEA in the classifications of Counselor, Sr. Program Coordinator, Program Coordinator and Case Manager or other classifications which are specifically required by the nature of their assignment to possess and maintain one of the following licenses: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Public Health Nurse (PHN) or Clinical Psychologist.

An eligible employee who is working on a modified/part-time work schedule shall have the stipend pro-rated on the basis of the employee's schedule.

Employees who leave City employment, who change employment to a classification not listed above, or who are no longer covered by this MOU shall not be eligible nor be paid the license stipend for any part of the bi-weekly pay period during which their eligibility for such allowance ceases.

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

ARTICLE 3 – LEAVES

SECTION 1: GENERAL LEAVE

This General Leave plan replaces any and all General Leave plans in effect prior to July 1, 1992.

A. The General Leave plan is in lieu of vacation leave, sick leave, emergency leave, supplemental leave, and personal leave.

B. General Leave may be used for any leave purpose, but its use shall be governed by the Personnel Rules dealing with leaves. Supervisors shall respond within ten (10) working days to a written request for leave in excess of three (3) working days, provided the request has been submitted within six (6) months of the date of the requested leave. Pre-approved leaves shall not be canceled except in emergency situations.

C. There shall be two 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 approval of the employee's supervisor a minimum of forty eight (48) hours prior to the leave unless otherwise approved by the Manager, regardless of prior notice.

2. **Unscheduled Leave:** Any leave that is genuinely of an unanticipated nature, i.e., "sick leave," bereavement leave, etc. not approved forty eight (48) hours in advance except as provided above.

D. LEAVE ACCRUAL

Years of Service	Accruable Leave Hours Per Pay	Per Year Period	Floating Holiday (non-accruable)	Max Limit on Accruable Leave Hours	Max Limit on Sick Leave Hours Rolled Over
Date of hire through 5 years of service	192	7.3846	8	288	520
5 years + 1 day through 10 years of service	216	8.3077	8	324	520
10 years + 1 day through 15 years of service	240	9.2308	8	360	520
15 years + 1 day or more of service	264	10.1538	8	396	520

1. Each employee's maximum accrual of General Leave hours shall be equal to one and one-half (1.5) times the employee's annual entitlement. No hours will accrue above the maximum entitlement, except as noted in paragraph 1. a. below.

   a. Employees who, on June 30, 1992, have a General Leave balance above their one and one-half (1.5) times maximum entitlement shall have an individual accrual limit which is the lesser of either:

      (1) their actual General Leave bank balance on June 30, 1992 plus forty (40) hours; or

      (2) their individually chosen maximum entitlement (cap), selected under the previous General Leave plan.

2. Hours accrued above the maximum general leave accrual entitlement shall be deposited into a Sick Leave Bank. The Sick Leave Bank shall not exceed 520 hours at any time.

3. Hours above the General Leave maximum accrual entitlement, as described in paragraph 1. a. above if applicable, may be maintained until such time as the hours are used and the General Leave bank balance drops below the one and one-half times (1.5) annual entitlement limit, at which time the one and one-half times (1.5) annual entitlement limit will apply. Normal accrual will continue, except that no hours shall accrue above the one and one-half times (1.5) annual entitlement limit except as provided in paragraph 2 above.

E. LIQUIDATION OF LEAVE

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 40 or 60 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
15 -18	396 hours	297	40 hours
19+	396 hours	297	60 hours

2. AT SEPARATION OF EMPLOYMENT

Effective July 1, 1992, upon separation from City Service, the employee shall be compensated in cash for all accrued General Leave hours as follows:

a. The number of hours equivalent to the General Leave balance on June 30, 1992, will be the maximum number of hours that will be paid at an hourly rate based on the formula described below. If, upon termination of employment, the employee has fewer hours in the General Leave Bank than on June 30, 1992, the lesser number of hours will be paid at the rate based on the following formula:

monthly base pay plus 41.110% of monthly base pay multiplied by twelve (months in the year) divided by the number of hours in the year (e.g. 2080 hours for 40 hour per week employees).

Hours in excess of this June 30, 1992 balance will be paid at the base salary rate only upon termination. If, upon termination of employment, the employee has fewer hours in the General Leave Bank than on June 30, 1992, the lesser number of hours will be paid at the rate described above in this paragraph.

SECTION 2: USE OF SICK LEAVE BANK

A. Employees who have a sick leave bank may use sick leave 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 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. 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.

D. In establishing the Sick Leave Bank, the City reserves the right to require that the employee furnish a medical doctor's verification as to the medical necessity of any claimed use of Sick Leave in absences of three or more days.

SECTION 3: HOLIDAYS

A. To be eligible for holiday pay an employee must be in paid status on the regularly scheduled work day before and after the designated holiday.

B. The following holidays shall be observed:

New Year's Day
Dr. Martin Luther King, Jr. Day
Presidents' 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.

And one Floating Holiday (8 hours); each employee will be credited with 8 hours of non-accruable leave on the effective date of this agreement and each July 1 thereafter (hours to be prorated for new employees hired after the initial crediting or hired after July 1 of succeeding years). Hours may be scheduled to be taken as mutually agreeable to the employee and the department. Unused hours may not be carried over from one year to the next.

C. Holiday hours shall be prorated for employees that work a modified/part-time schedule.

D. Holidays which occur on a Saturday or Sunday shall be observed as provided in the Personnel Rules and Regulations.

E. 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 MOU.

F. Employees having a regularly scheduled work week which includes two (2) consecutive days off:

1. If on a regularly scheduled work day: day off (holiday pay);

2. If on a regularly scheduled day off:

   a. if on first day of two (2) consecutive days off the employee will get the day preceding the first normally scheduled day off.

   b. if on second day of two consecutive days off the employee will get the day after the second normally scheduled day off.

3. If two (2) consecutive days off fall on:

   a. days normally scheduled for work, the employee gets the days off (holiday pay).

   b. days normally scheduled off, the employee gets the day preceding and the day after off.

   c. a day worked and the first of two regularly scheduled days off, the employee gets the day off and the next regularly scheduled work day off.

   d. a day worked and the second of two regularly scheduled days off, the employee gets the second day off and the last previously scheduled work day off.

SECTION 4: HOLIDAY TIME BANK

This provision applies only to the classifications which, in the course of their normal schedule are regularly required to work on recognized City Holidays.

A. In the second pay period in June, each qualifying 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 accrual period will begin each November 16 and will run through the following November 15. Holiday Bank hours are posted on the first payday in November. The 104 hours includes 8 hours of floating holiday. The employee's holiday option shall remain in effect until changed by the employee.

The holiday bank will be replenished each November for the accrual period of November 16 through the following November 15.

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.

B. 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 payday issued in November each year.

C. Any employee who separates from City 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 Article 3, Section 4) 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.

D. Any new employee hired after November 16 (the beginning of the accrual period) and who elects a Holiday Bank shall be credited with the number of holiday time bank hours equivalent to the number of holidays (as listed in Article 3, Section 4) occurring between the employees' first day of employment and the next November 15 (the end of the accrual period).

E. 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.

F. An employee subject to this section who is 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.

SECTION 5: LEAVE WITHOUT PAY

Except as provided in the Family and Medical Leave Act, and the California Family Care Leave Act, 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 or designee.

SECTION 6: JURY DUTY LEAVE

Leave of absence with pay shall be granted to an employee who has been called for jury duty and from which s/he cannot be excused. An employee who serves on jury duty shall be paid his/her regular salary for the period of such duty.

When a shift worker is called to jury duty, the employee's schedule will be adjusted so that the combination of jury duty and work hours do not exceed the employee's normal daily and weekly schedule. Shift worker for the purpose of this paragraph means an employee who does not work eight (8) hours per day from Monday through Friday.

SECTION 7: FAMILY LEAVE ACTS

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 the Pregnancy Disability Act (pregnancy leave), the City of Fremont Personnel Rules (PR&R) regarding Leave Without Pay (LWOP), and the General Leave (GL) Plan.

SECTION 8: 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.

An adoptive parent may be absent from employment for a collective period of time not to exceed three (3) months 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).

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.

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.

SECTION 9: PERSONAL LEAVE DONATION

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. Donations from employees and used by employees of donated leave time shall be administered through the 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 himself or herself 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 seniority 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, vacation leave, 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 forty-five (45) hours and the employee anticipates that he/she will use all existing aggregate hours during the next pay period, because of the need to be absent from work more than forty-five (45) 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 beyond the extent of accrued leave available at the time of donation.

H. The donating employee cannot donate accrued leave in excess of their existing vacation or general leave balance.

I. The City will determine whether or not a leave of absence will be approved for the recipient employee. The Family Medical Leave Act and California Family Rights Act guidelines will generally provide direction for evaluating leave requests.

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

K. In instances when the receiving employee does not use all donated hours, the hours not used will be returned to the donating employee unless the employee has requested otherwise.

L. At the time of his/her donation, a donating employee may designate a specific recipient to receive donated hours.

M. 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.

N. PET Leave is intended for salary continuation only and shall not be used to pay the employee's benefits.

SECTION 10: ON THE JOB INJURY LEAVE COMPENSATION

A. The City and the Association agree that as of 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 by the following provisions.

B. A full time, permanent employee who is unable to work as a result of injury or illness determined by the City 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) of such entitlement to Workers' Compensation benefits; and

2. 80% of his/her regular rate of pay for the sixty-first (61st) through three hundred sixty-fifth (365th) calendar days (or hourly equivalent) of such entitlement to Workers' Compensation benefits.

3. The above entitlement to this compensation will cease when the employee is determined to be "permanent and stationary."

C. If an employee is precluded from returning to work with the City of Fremont and retires (on either an industrial retirement or a service retirement) from the City of Fremont as a direct result of an on the job injury incurred on or after December 31, 2000; and he/she was paid 80% of his/her regular rate of pay, pursuant to B.2. above, for any period of time for which he/she was unable to work because of the injury/illness causing his/her retirement; then he/she may be eligible for supplemental retiree medical premium reimbursement, in addition to those provided in Article 4, Section 4 of this MOU, pursuant to the following provisions.

1. The City will determine whether or not the employee would have been entitled to a higher monthly basic retirement benefit under the Public Employment Retirement System (PERS) if he/she had been paid 100% of his/her regular rate of pay, rather than 80% of his/her base pay, for any period of time for which he/she was unable to work because of the injury/illness causing his/her retirement.

2. If, pursuant to C.1. above, the City determines that the employee would otherwise have been entitled to a higher monthly basic retirement benefit, then the City will determine the monthly difference between the amount to which the employee would otherwise have been entitled and the amount he/she is actually eligible for under the PERS at the time of his/her retirement.

3. Using the CalPERS Life Expectancy Tables based on the CalPERS 1993 Experience Tables, as they may be updated from time to time, the City will determine the number of years of remaining life expectancy (i.e. life expectancy – current age) of the employee.

4. The City will then calculate the amount of monthly difference for each year of the remaining life expectancy, increasing each year's amount over the prior year's amount by a percentage equal to the PERS cost of living adjustment (COLA) factor in effect for the City of Fremont miscellaneous retirees at the time of the employee's retirement.

5. The City will then total the monthly difference amounts for each of the years, and divide this total by the number of years of remaining life expectancy. The resulting dollar amount shall be added to the retiree medical premium reimbursement amount for which the employee is eligible pursuant to Article 4, Section 4 of this MOU.

SECTION 11: 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 or sick leave bank.

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.

ARTICLE 4 – INSURANCE AND BENEFITS

SECTION 1: ALTERNATE BENEFITS AND COMPENSATION PLAN

A. The City shall secure and make available to all eligible employees, medical insurance, accidental death and personal loss insurance, child care reimbursement, excess medical expense reimbursement, vision care, and effective January 1, 2010 dental benefits 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 on a modified/part-time work schedule shall have all benefits pro-rated on the basis of the employee's schedule. Modified/part-time work schedule requests may include an abridged work schedule of not less than 20 hours per week.

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).

1. As of July 1, 2019, the Health Benefits Allowance shall continue to be $2,181.95, per month.

2. Effective January 1, 2020, the Health Benefit Allowance shall increase by $98.05 for a maximum of $2,280.00 per month.

3. Effective January 1, 2021, the Health Benefit Allowance shall increase by $70 for a maximum of $2,350.00 per month.

D. 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 deductions, as allowed under IRS Code, Section 125.

Money not used for the purchase of medical insurance under the Plan will be paid to the employee in taxable cash up to a maximum of $580 per month. For example: should the cost of the employees medical insurance be less than the amount of the HBA, the employee shall receive the difference between the amount of the HBA and the cost of the medical insurance. However, at no time shall an employee receive more than $580 per month in taxable cash under the terms of this provision.

Those employees who waive the medical insurance in accordance with the provisions established by the City, shall be eligible to receive taxable cash in the amount of $580 per month.

E. The City's contribution (HBA) as established above shall be the maximum amount required, and the City shall not be responsible for the contribution of any sum in addition to those established by the terms of this MOU.

The coverage, exclusions and limitations of each of the City sponsored plans are those that are in force on July 1, 2000, for the purpose of description of said plans. As provided under the Public Employees Medical and Hospital Care Act (PEMHCA), medical care benefits are provided through the Public Employee's Retirement System Medical plans.

F. Employees who elect coverage under plans offered by this agreement may also elect coverage for a domestic partner to the extent permitted by and according to the procedures of each individual plan.

G. 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 shall agree to meet and confer in a timely manner to discuss the impact.

SECTION 2: DENTAL BENEFITS

The maximum benefit per patient per calendar year for the Delta Dental Service plan shall be Two Thousand Dollars ($2000).

Effective January 1, 2010, the Delta Dental Plan provided to the employees may be moved out of the Health Care Employees/Employer Dental Trust provided that the benefits of the plan remain the same as provided prior to January 1, 2010. The premium amount of $163.08, or the actual amount of the premium, whichever is less, effective January 1, 2010 shall not increase for the term of the MOU.

SECTION 3: VISION CARE

A vision care plan will be available for all employees and their eligible dependents. The plan will provide two (2) options for employees and their eligible dependents. Both plans will provide benefits which include a Ten-Dollar ($10.00) co-pay for eye exams and a Twenty Five Dollar ($25.00) co-pay for lenses. The standard plan will provide an eye exam every year and lenses and frames every two (2) years and the high plan will provide an eye exam and lenses every year and frames every two (2) years.

SECTION 4: RETIREE MEDICAL BENEFITS

1. Effective January 1, 2000, all current retirees and those who retire within 120 days of separation from the City, shall be eligible for reimbursement of up to $140 per month for medical insurance premium payments actually made.

2. Effective January 1, 2004, all current retirees and those who retire within 120 days of separation from the City, shall be eligible for reimbursement of up to $170 per month for medical insurance premium payments actually made.

3. For members employed prior to July 1, 2007 and retiring during the term of this Memorandum of Understanding within 120 days of separation from the City, the City agrees to pay an amount to the retiree up to the sum of $300.00 per month as a retiree medical reimbursement benefit upon proof of payment of medical premiums.

4. A. An employee who is hired on or after July 1, 2007 is eligible for retiree medical premium reimbursement set forth in 4.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 10	$170	$0	$170
11 to 19	$170	$60	$230
20 or more	$170	$130	$300

5. The retiree medical reimbursement benefit paid to retirees shall not exceed the actual premiums paid for medical coverage. Retirees shall furnish to the City proof of coverage and payment as required to establish eligibility under this section.

6. Employees who do not separate and retire simultaneously, will become eligible for their initial medical reimbursement payment the first of the month after providing the City proof of retirement and medical coverage.

7. The medical reimbursement amount will be reduced by the CalPERS-required employer portion of the premium if the employee purchases insurance through the CalPERS plan.

SECTION 5: LIFE INSURANCE COVERAGE

All employees covered by this MOU shall be provided 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 established by the insurance carrier.

SECTION 6: SHORT TERM/LONG TERM DISABILITY PLANS

A. The City shall maintain the salary continuation plan which is in effect as of July 1, 2009 until such time as the Short Term and Long Term Disability plans as described below are implemented.

B. Effective January 1, 2010, the City shall secure and make available to all eligible employees ("eligible employee" shall mean employees who receive a "Health Benefit Allowance") a short term disability insurance plan under a program to be selected and administered by the City. Each employee shall have the option to purchase, at the employee's expense, short term disability insurance. To purchase the short term disability insurance, the employee will be required to meet the following qualifications established by the insurance carrier: (1) All eligible employees will be able to enroll during the initial open enrollment period prior to implementation of the plan on January 1, 2010 (2) New employees hired after that date will be eligible to enroll during the first thirty (30) days of employment; and (3) If an employee does not enroll as provided above, the employee may apply for enrollment during open enrollment but will be subject to, if required by the insurance company, evidence of insurability, and, as a result of that process, the insurance company will make the determination on eligibility for enrollment.

Employees who elect to participate in the plan shall have the premium cost deducted from the employee's salary on an after-tax basis. The plan will provide short term disability benefits to employees who are unable to work due to a disability. The benefits shall commence on the 31st day of disability and shall continue up to a maximum of 180 days. The plan shall provide a benefit of 66.67% of the employee's salary up to a maximum salary of $2,500.00 per week.

C. Effective January 1, 2010, the City shall secure a plan that provides coverage to eligible employees ("eligible employee" shall mean employees who receive a "Health Benefit Allowance") for long term disability insurance under a program to be selected and administered by the City. The plan will provide disability benefits to employees who are unable to work due to a disability. The benefits shall commence on the 181st day of disability and shall continue up to a maximum age of 65, subject to the provisions of the plan. The plan shall provide a benefit of 66.67% of the employee's salary up to a maximum of $10,000.00 per month. All eligible employees shall be enrolled in the plan. Each employee covered by the plan shall have the premium cost deducted from salary after taxes. Effective January 1, 2010, the City shall pay in each bi-weekly paycheck to each employee covered by the long term disability plan an amount equal to the cost of the long term disability premium for the term of this MOU.

SECTION 7: 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: medical, dental or other health care benefits; life, income protection or other benefits which may be provided through insurance plans, self- insurances or similar procedures for providing such benefit plans.

If any change in benefit levels is proposed by the City, the City and the Association shall meet and confer in accordance with California Labor code Section 3500 et seq. 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 Classic** 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 **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	4th Level 1959	4th Level 1959	4th Level 1959
Death Benefit Remarriage	Eligible	Eligible	Eligible
Military Service Credit	Eligible	Eligible	Eligible

SECTION 2: MILITARY SERVICE CREDIT

The City shall provide the following Public Employment Retirement System optional contract provision, with the eligible employee required to contribute both the employer's and employee's contributions and interest: Military service credit, as specified in Section 20930.3 of the Government Code.

SECTION 3: CONVERSION OF EMPLOYER PAID MEMBER CONTRIBUTION TO BASE SALARY

CFEA 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. CFEA 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.

SECTION 4: IMPLEMENTATION OF INTERNAL REVENUE CODE SECTION 414(H)(2) EMPLOYER PICKUP

Effective July 1, 1994, the City increased base salary of employees encumbering positions in classifications represented by this bargaining unit in the amount of six and sixty-one hundredths percent (6.61%), and employees assumed responsibility for payment of the normal employee retirement contribution to the Public Employees'

Retirement System (PERS). The City has designated such payment as an "Employer Pickup" as defined under the provisions of Section 414(H)(2) of the Internal Revenue Code.

SECTION 5: PERS RETIREMENT ENHANCEMENTS

For Employees Hired Before 1/1/2012

LIST OF BENEFITS	EFFECTIVE DATES
Military Service Credit	09/16/77
1-Year Final Comp.	07/01/87
Death Benefit/Remarriage	01/01/00
3% COLA	07/29/01
4th Level 1959 Survivor	07/29/01
2.5% @ 55 Retirement Formula	08/11/02

For Employees Hired On or After 1/1/2012

LIST OF BENEFITS	EFFECTIVE DATES
Military Service Credit	09/16/77
3 Year Average Final Comp.	01/01/12
Death Benefit/Remarriage	01/01/00
2% COLA	01/01/12
4th Level 1959 Survivor	07/29/01
2.0% @ 60 Retirement Formula	01/01/12

ARTICLE 6 – HOURS AND SCHEDULING

SECTION 1: MEAL PERIODS

Employees in the classes of Animal Services Officer, Park Ranger, Animal Services Supervisor, and Park Ranger Supervisor, when assigned to an eight (8) or more hour workday shall have a thirty (30) minute meal period included within the hours of such scheduled workday.

It is understood that such employees shall be required to: remain on duty for the full number of hours of the workday, including said meal period; to respond to public service requirements; if on field assignment to remain in radio contact with the dispatcher; and if on duty at the animal shelter, eat their meal within the shelter building.

SECTION 2: ALTERNATE WORK SCHEDULE

An employee may request of his/her Department Head or designee to work an Alternate Work Schedule. Alternate Work Schedules shall be defined as any schedule other than eight (8) hours per day, five (5) days per week. Examples include schedules such as four (4) ten (10) hour days per week or a modified/part-time schedule such as five (5) six (6) hour days per week.

All requests for Alternate Work Schedules must be in writing and clearly identify the schedule being requested, as well as the period of time the employee wishes to work the Alternate Schedule. The Department Head (or designee) shall respond in writing to the employee within fifteen (15) calendar days of the date the employee request was received. Such response shall include the duration and conditions under which the alternate work schedule would be approved or the reason(s) for its disapproval. The duration of the Alternate Work schedule shall not be less than four (4) months.

Alternate Work Schedules may be extended for specific time periods by mutual agreement of the employee and the Department Head/designee. Upon completion of the time period specified in the agreement between the parties the employee shall return to the work schedule she/he held prior to implementation of the Alternate Schedule. In the event of unforeseeable circumstances, either party to the Alternate Schedule may, with fourteen (14) day(s) notice to the other party, discontinue the Alternate Schedule prior to the completion of its term.

SECTION 3: STANDBY TIME

No employees in the classified service who are employed in the classes of positions represented by the Association are required to perform standby duty.

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

SECTION 4: MILITARY LEAVE

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

SECTION 5: BREAK BETWEEN SHIFTS

There shall be a minimum of eight (8) hours between the time an employee leaves work and next reports for regular duty unless otherwise agreed between the parties.

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:

Any complaint concerning the interpretation or application of any ordinance, or of rules or

regulations of the City or department governing personnel practices or working conditions, or of the practical consequences of a City rights' decision on wages, hours and other terms and conditions of employment; or

Any complaint arising out of or in any way involving the interpretation or application of any of the provisions of the Master Memorandum of Understanding between CFEA and the City of Fremont.

An appeal from a disciplinary action taken against an employee such as dismissal, demotion, suspension, reduction in salary or transfer.

SECTION 3: EXCLUSIONS

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 PERS.

Written reprimand may be appealed to the City Manager within fourteen (14) calendar days of receipt. The City Manager or designee other than the Department Head involved 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. Employees may request that Letters of Reprimand be removed from their file after three (3) years, provided there is no recurrence of the same or similar incident.

Probationary employees who are rejected during probation shall have no right to appeal such action, except in cases where they allege that the termination was in violation of Title IV of the Civil Rights Act of 1964 or of other applicable State or Federal Law or Statute.

SECTION 4: GENERAL PROVISIONS

Grievances resulting from discipline which have gone through a Skelly meeting or following the decision of an employee not to have a Skelly meeting shall enter the grievance process at Step 3.

If the parties agree, other grievances may be initiated at a level higher than the initial step in the grievance procedure.

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.

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.

Time limits prescribed herein may be extended by mutual agreement of the parties. Failure by the employee or Association 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.

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.

SECTION 5: 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. A City of Fremont grievance submission form must be utilized in all grievance filings. Such forms shall be provided to employees by the City.

Step 1. **Formal Submission**. The employee or Association may submit the grievance in writing to the immediate supervisor within thirty (30) calendar days of the date the employee could reasonably be expected to know of the issue(s) giving rise to the grievance. In the event that the immediate supervisor is involved in the conduct or circumstances giving rise to the grievance, Step 1 may be initiated by submitting the grievance to the next most immediate supervisor in the employee's chain of supervision or by submitting the grievance to the Human Resources Director or Designee. The grievance shall state the specific section of the Memorandum of Understanding, or City ordinance or resolution or Personnel Rules alleged to be violated; or, the disciplinary action taken, the nature of the grievance, and the proposed resolution. The supervisor or other responsible recipient of the grievance shall render a decision in writing to the employee and/or Association representative within fourteen (14) calendar days of the formal submission of the grievance. A failure to respond shall be considered a denial of the grievance.

Step 2. **Appeal to Department Head**. Should the grievance remain unresolved, the employee or Association may, within fourteen (14) calendar days after receipt of the supervisor's decision, 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. A failure to respond shall be considered a denial of the grievance.

Step 3. **City Manager or Designee - Association Representative**. Should the grievance remain unresolved, the employee or Association representative may, within fourteen (14) calendar days after receipt of the Department Head's response, submit the grievance in writing to the City Manager. The City Manager/Designee shall meet with the Association 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. A failure to respond shall be considered a denial of the grievance.

Step 4. **Arbitration**. Should the grievance not be resolved to the satisfaction of the Association 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 on which the City Manager/Designee's written notice of decision was received. No employee may elevate a grievance to arbitration without

approval of the Association.

The Association 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.

Selection of 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 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.

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 hereto.

Costs of Arbitration: The Association 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.

Arbitrability: If the question of arbitrability of an issue is raised by either 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.

ARTICLE 8 – EMPLOYMENT SERVICES

SECTION 1: PROBATIONARY PERIOD

All CFEA represented positions shall be subject to a standard probationary period of 12 months. This provision shall not apply to any employee who has already started service in a position prior to the execution date of this contract.

SECTION 2: POSTING AND FILLING OF POSITIONS

All City of Fremont job opportunities shall be posted on the City's internal and external websites and in the Human Resources Department. Notices shall be posted and the position shall remain open until a reasonable number of applications have been received.

In each vacancy announcement the department will identify the selection process which may be used to fill the vacancy including any testing that may be required.

To qualify for an interview an employee must meet the minimum qualifications listed in the job announcement, including passing any required testing, or be a lateral transfer to the position. The Department will offer an interview to all internal candidates who meet these requirements.

SECTION 3: CITY COUNCIL AGENDA

The City shall provide a copy of the City Council Agenda to the Association at no cost to the Association.

SECTION 4: CLASSIFICATION AND POSITION CHANGES

The employee shall receive no less than ten (10) working days notice of an impending change in classification and/or position. Such notice shall be given in private to the affected employee.

The City shall provide advance notice to the Association of such changes; the parties shall meet and confer on the effects of such changes as may be required by general law.

SECTION 5: VARIABLE DEMAND STAFFING

A working definition of Variable Demand Staffing is work performed over an extended period, with no specific termination date, for fewer than twenty (20) hours per week. The demand for such staffing may fluctuate for reasons pertaining to service demand, method of service delivery, seasonality of the demand for service, funding source (e.g. grants), etc. Some of the work may be performed by classifications represented by the bargaining unit. Compensation is based on an hourly rate and employees are required to participate in the deferred compensation plan for part time, seasonal, and temporary employees.

The City recognizes its obligation to meet and confer on the impact of the exercise of its right to determine the nature, standard, levels, and mode of delivery of City services; and to determine the methods, means, number and kind of personnel by which those services are provided.

SECTION 6: EMPLOYEE TRANSFER/PROMOTION PROCESS

An employee who applies for a position within the City and who competes for such position through a testing process may, upon completion of the testing and scoring process, request to have a meeting with Human Resources to review and discuss the employee's test results. Such meeting may include the employee, a representative of the Human Resources Department who is familiar with the scoring for individual applicants and the applicant may invite a representative of the Association. The purpose of the meeting will be to review the test results and provide the employee with feedback regarding the reasons for the employee's score and ranking. Employees will be notified of the opportunity to request such a meeting at the time the employee is provided with his/her score.

ARTICLE 9 – JOINT LABOR MANAGEMENT COMMITTEE

The City and the Association agree that the Joint Labor Management Committee will continue to meet and discuss a variety of topics of interest to both parties.

ARTICLE 10 – TEMPORARY AND PROVISIONAL EMPLOYEES

SECTION 1: EMPLOYMENT OF PERSONS IN A PROVISIONAL STATUS

The following procedures shall apply to persons employed in a provisional status in classifications listed in Appendix "A" of this Memorandum of Understanding:

A. Persons may be hired in a provisional status for no more than six months. No position may be filled by a provisional employee for more than six months. Employees hired on a provisional basis shall receive the full benefit package from their first day of employment.

B. A person who is hired on a provisional basis on or after July 8, 1992 and is subsequently hired into a regular, classified position shall receive seniority credit for time spent in a provisional status on an hour per hour basis in the application of Article XVIII (Layoff Procedures) of the Personnel Rules (Resolution 688) on completion of the probationary period provided there is no break in service between termination from the provisional position and appointment to the classified position.

C. An employee who has completed an original probationary period with the City and who accepts a provisional appointment to a position in a classification listed in Appendix "A" of the CFEA Memorandum of Understanding shall be reinstated to his/her former position if he/she does not receive a probationary appointment to the position in which he/she served on a provisional basis. An employee who has completed an original probationary period shall have all rights contained in Articles 7 (Grievance Procedure) of this Memorandum of Understanding.

D. Except as provided above, no person shall be employed in a provisional status in a classification listed in Appendix "A" of this Memorandum of Understanding.

E. The City will post notices for provisional employment opportunities for positions represented by this bargaining unit.

SECTION 2: EMPLOYMENT OF TEMPORARY WORKERS

The following procedures shall apply to persons employed on a temporary basis in classifications listed in Appendix "A" of this Memorandum of Understanding:

A. Temporary work performed within the scope of a classification listed in Appendix "A" of the Memorandum of Understanding, shall only be permitted in one of the following circumstances:

   1. When filling allocated budgeted position vacancies in the absence of an employee on an approved leave or in a leave without pay status;

2. When staffing temporary positions established for a specific project(s) with a scheduled time of completion or specific limitation on funding;

3. When workload requirements necessitate additional staffing and a provisional or probationary appointment cannot be made due to financial, operational or workload considerations, subject to the following limitations: No such assignment shall last for more than four thousand one hundred sixty (4,160) hours worked unless the parties mutually agree to extend the assignment;

4. When filling staffing needs on a short duration basis or for tasks beyond those which can normally be accomplished by existing staff on an overtime basis. No employee under this subsection shall be employed in a temporary capacity for more than 999 hours. Under this subsection, no temporarily vacant position shall be filled by a temporary employee for more than 999 hours;

5. Persons hired through a temporary employment agency are not employees of the City and are excluded from the procedures of this Article. Prior to utilizing a temporary employment agency, the City will attempt to determine if there are qualified individuals from internal sources available to do the work. Utilization of persons hired through a temporary employment agency is limited to six months duration;

6. Except as provided above, no person shall be employed on a temporary basis in a classification listed in Appendix "A" of this Memorandum of Understanding.

B. Persons appointed on a temporary basis shall be so appointed under the procedures described below:

1. All personnel employed on a temporary basis in classifications listed in Appendix "A" of the CFEA Memorandum of Understanding shall be represented by CFEA;

2. Departments wishing to make a temporary appointment will notify the Human Resources Department. The Human Resources Department will determine the correct classification necessary to perform the temporary work.
3. Employees hired under this procedure will be paid the applicable rate of pay for the classification to which assigned;

4. Temporary employees hired for periods which are expected to exceed 1000 hours shall receive all health and welfare and pension and other contractual entitlements of classified employees including ABC Cafeteria Plan enrollment from time of appointment;

5. Temporary employees hired for periods which are expected to be less than 1000 hours in duration shall receive an additional 15% of base pay in lieu of benefits for the duration of the temporary appointment or until such employee becomes eligible for benefits as described in subparagraph 6 below;

6. Any temporary employee who remains employed beyond 1000 hours shall have

the option to be enrolled in the full benefit package or to continue receiving the 15% benefit in lieu payments.

Enrollment in the full benefit package shall be effective the first day of the month following the date the employee attains 1000 hours of employment except that enrollment in the Public Employees Retirement System (PERS) shall begin immediately upon attainment of eligibility under the Public Employee's Retirement Law. Upon enrollment in the benefit plans, payment of the 15% benefit in lieu payments shall cease. Additionally, the employee shall be credited with general leave and holiday time (for any holidays which occurred in the first 1,000 hours of work), equal to the amount which would have accumulated by the employee during the period prior to implementation of benefits.

SECTION 3: RESOLUTION OF DISPUTES

Employees covered by this Article and who are employed for more than 520 hours shall have the right to Association representation in resolving a dispute concerning the interpretation or application of the CFEA Memorandum of Understanding, City ordinance or resolution, or the Personnel Rules. The ruling of the Department Head shall be final. This paragraph shall not apply in matters where other methods of appeal have been specifically provided for in general law, such as, but not limited to, appeal of worker's compensation claim disposition or appeal of determination of retirement status under PERS.

SECTION 4: TEMPORARY AND PROVISIONAL EMPLOYEES - MISCELLANEOUS PROVISIONS

The City will provide a list of all temporary and provisional employees working in classifications listed in Appendix A of this MOU to the Association on a quarterly basis.

ARTICLE 11 – MISCELLANEOUS

SECTION 1: PERSONNEL RULES AND LAYOFF ADMINISTRATIVE REGULATIONS

The City and CFEA agree to meet and confer on the City's Personnel Rules (Resolution #688) and Administrative Regulation 2.20: Layoff Procedure Implementation during the term of this Memorandum of Understanding.

SECTION 2: SIDE LETTER RECOGNITION AND INCORPORATION

The following relevant side letter agreements between the City and CFEA are included in Appendix C:

a. Substance Abuse Policy (adopted on 5/26/99)
b. Association is the Exclusive Representative for Temp and Defined Term Building Inspectors
c. Counselor and Case Manager Modified Work Schedule

SECTION 3: GLOBAL POSITIONING SYSTEM VEHICLE UNIT INSTALLATION

The City will install GPS devices in City of Fremont vehicles driven by CFEA employees. The GPS generated information will be used primarily to assess and improve service delivery and employee safety. The parties agree to the following:

A. Employees will be notified that GPS devices are being installed in their work vehicles upon initial installation.

B. GPS data will not be used for disciplinary purposes without prior investigation of the facts surrounding an alleged disciplinary offense as is consistent with the City's conventional disciplinary rules and agreements.

C. If there is a concern related to employee misconduct or rule violation which results from GPS data collection, oral counseling will typically be the initial/default method for addressing first offenses. Additional offenses will be subject to the City's progressive discipline process.

D. If GPS data is to serve as supporting evidence for a disciplinary process, management will address the issue as quickly as is feasible. Historic data may be used as part of an investigation.

E. The City will provide the Association access to supporting GPS data that is relied upon for a disciplinary action as defined by the MOU. The Association may review/audit data to check for select enforcement.

F. The Association may select a representative to attend orientation and/or initial installation training.

SECTION 4: 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 a determination shall not invalidate the remaining portions hereof, and all 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 5: HEALTH SAVINGS COMMITTEE

During the term of this Agreement, the City will create a Citywide Retiree Health Savings Committee. The purpose of the Committee is to discuss the feasibility of creating an employee-funded Retiree Health Savings Program with one Retiree Health Savings Plan that minimizes any potential administrative burdens on the City. The parties agree that the intent of this provision is not to create a Program with any City contributions and/or multiple Retiree Health Savings vehicles. The City will invite one representative from each bargaining unit to participate on the Committee.

AGREEMENT

Executed this 7th day of October, 2019 by the Employee-Employer representatives whose signatures appear below.

Employer Representatives:
City of Fremont

Mark Danaj, City Manager

Allen DeMers, Human Resources Director

Kelly Wright, Human Resources Manager

Tina Gallegos, Human Resources Manager

Jocelyn Turner, Human Resources Analyst

Employee Representatives: City of Fremont Employee Association (CFEA)

Monica Gloria, President

Terry Wong, Vice President

Lori Marra, Secretary

Andrew Mayes, Member

Yanneth Contrada, Member

Gregg McLean Adam, Attorney at Law
Messing Adam & Jasmine LLP

Approved as to Form:

Harvey Levine, City Attorney

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CITY OF FREMONT
CFEA CLASSIFICATIONS
EFFECTIVE July 1, 2019

APPENDIX A

	CLASS TITLE
2550	Accounting Specialist I
2545	Accounting Specialist II
2542	Accounting Technician
8390	Administrative Assistant
6740	Animal Services Officer
6735	Animal Services Supervisor
7545	Assistant Chef
5030	Assoc Landscape Architect
4530	Assoc Planner-Flex Staff
6561	Assistant Rec Supervisor
5660	Building Inspector I
5661	Building Inspector II
5650	Building Inspector Specialist
2544	Buyer
7535	Case Manager
7555	Chef/Food Service Manager
1738	Client Systems Specialist I
1739	Client Systems Specialist II
5680	Code Enforce Off I-Flex Staff
5675	Code Enforce Off II-Flex Staff
4602	Community Development Technician
1730	Computer Specialist
6930	Counselor
3630	Crime and Intelligence Analyst
6935	Crisis Intervention Specialist
1035	Deputy City Clerk
5645	Development Services Supv
1067	Economic Development Spec.
4710	Environmental Specialist I
4712	Environmental Specialist II
6032	Equipment Support Coordinator
8395	Executive Assistant
5632	Fire and Life Safety Plans Examiner
5676	Fire Prevention Inspector
1736	Geographic Info. Sys Spec I
1737	Geographic Info. Sys Spec II
4075	Hazardous Materials Inspector
2045	Human Resources Tech I-Flex
2040	Human Resources Tech II-Flex
7542	Human Services Specialist I
7541	Human Services Specialist II
1731	Info Systems Appl Spec I

1732	Info Systems Appl Spec II
1733	Info Systems Appl Spec III
5040	Landscape Arch/Designer I
8529	Landscape Arch/Designer II
8375	Office Specialist I-Flex
8380	Office Specialist II-Flex
1344	Paralegal
6750	Park Ranger/Naturalist
4550	Planner I-Flex Staff
4540	Planner II-Flex Staff
4521	Plans Examiner
3770	Police Records Assistant
3765	Police Records Specialist
3762	Police Records Supervisor
7538	Program Coordinator
4586	Public Affairs Specialist
5416	Real Prop Asst I-Flex Staff
5417	Real Prop Asst II-Flex Staff
5415	Real Property Agent-Flex Staff
6570	Recreation Supervisor I
6560	Recreation Supervisor II
2525	Revenue Collector
2553	Revenue Operations Supervisor
1090	Risk Management Technician
1085	Safety Coordinator
2543	Senior Accounting Specialist
1740	Senior Client Sys. Spec.
5673	Senior Code Enforcement Off
4601	Senior Community Dev. Technician
8400	Senior Executive Assistant
5674	Senior Fire Prevention Inspector
4076	Senior Haz Mat Inspector
8385	Senior Office Specialist
7540	Senior Program Coordinator
1750	Telecommunication Sys. Engineer
6575	Tiny Tots Specialist
6745	Veterinary Technician

APPENDIX B

RELEVANT SIDE LETTERS

The following relevant side letter agreements between the City and CFEA are included here as Appendix B:

a. Substance Abuse Policy (adopted on 5/26/99)
b. Association is the Exclusive Representative for Temp and Defined Term Building Inspectors
c. Counselor and Case Manager Modified Work Schedule

SUBSTANCE ABUSE POLICY

CITY OF FREMONT
SUBSTANCE ABUSE POLICY
MAINTENANCE & RECREATION DEPARTMENT
MAY 1999

A. PURPOSE/OBJECTIVE

1. To provide assistance to employees to overcome drug and alcohol abuse problems by actively supporting and encouraging rehabilitation in identified substance abuse cases.

2. To ensure an environment in which all parties work together, free from the effects of drug or alcohol misuse.

3. To establish policies and procedures for addressing possible substance abuse situations with the intent of pursuing rehabilitation where appropriate and preventing accidents and injuries resulting from the misuse of alcohol or drugs.

4. To outline the consequences when violations of the policy occur.

B. POLICY

The parties support the concept of Rehabilitation and, with the assistance of the unions and trained substance abuse professionals, will encourage and assist employees to pursue rehabilitation as discussed in this policy. It is the intent of all the parties to eliminate drug and alcohol abuse and its effects from the work place. The City has no intention of intruding into the private lives of its employees while meeting its obligation to ensure that employees are in condition to perform their duties safely and efficiently. The presence of drugs and/or alcohol on the job, and the influence of these substances on employees during the work shift, including the consumption of alcohol and/or drugs during the lunch break, is inconsistent with a drug free work environment. The substance abuse principles discussed in this regulation are intended to assist the parties in achieving the stated objective.

C. EMPLOYEES AFFECTED

All employees in the Maintenance and Recreation Department are covered by this policy. Employees may not be under the influence or in possession of controlled substances or alcohol during working hours. Additionally, employees required to have a Commercial Driver's License issued by the State of California, Department of Motor Vehicles, are covered by the DOT regulations outlines in the Agreement between OE3 and the City of Fremont dated June 18, 1998.

D. DEFINITIONS

For these administrative guidelines, the following terms shall have the meaning shown:

MARS Drug & Alcohol Policy
May 1999 Page 2

DEFINITIONS (continued)

1. **Employee** shall mean any person employed by the City and working in the Maintenance and Recreation Department.

2. **Reasonable suspicion** shall mean a belief that an employee has violated the alcohol or drug prohibition based on specific, contemporaneous, observations by a trained supervisor or other City official concerning the appearance, behavior, speech or body odors of the employee. Reasonable efforts will be made to have an additional trained supervisor corroborate the observations of suspected substance abuse.

3. **Alcohol** shall mean the intoxicating agent in beverage alcohol, either alcohol or other low molecular weight alcohol including methyl and isopropyl alcohol, including any medication containing alcohol.

4. **Drugs** shall mean those which contain marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

E. PROHIBITION

The following conduct is prohibited and may result in discipline, up to and including termination of employment:

1. Reporting to duty or remaining on duty while having an alcohol concentration of 0.02 or greater.

2. Performing employment duties within four (4) hours of using alcohol.

3. Being on duty or operating a City vehicle or equipment while possessing alcohol or having an open container of alcohol in the employee's personal vehicle while it is used for City business.

4. Consuming alcohol while on duty or during the work shift, including the lunch break.

5. Reporting for duty or remaining on duty when the employee has used any drug, except if the use is pursuant to the instructions of a Physician who has advised the employee that the substance does not adversely affect the employee's ability to work safely.

6. Use of a prescribed drug in excess of the recommended dosage, which affects ability to function.

7. Not reporting to the appropriate supervisor when a prescription has been provided by a medical doctor or licensed dentist which restricts the use of equipment or operation of a motor vehicle.

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May 1999 Page 3

F. VOLUNTARY EMPLOYEE DISCLOSURE

Employees are encouraged to acknowledge problems with drugs and/or alcohol and to actively pursue rehabilitation to resolve those problems. In the event an employee voluntarily acknowledges such problem prior to any intervention on the part of the City, and the employee seeks assistance in arranging a program of rehabilitation, the City will provide assistance to the employee in obtaining appropriate assessment and treatment (the City is not required to pay for treatment). Such assistance shall be provided in a confidential manner and the employee shall not be subject to any disciplinary action by the City based upon the employee's disclosure.

G. FITNESS FOR DUTY EVALUATIONS

Employees are required to report to a city-designated physician for purposes of fitness evaluation when a trained supervisor has reason to believe the employee is under the influence of alcohol or drugs. A fitness evaluation is defined as a medical assessment by a City-selected Physician. The supervisor's observation must be based on short-term indicators, such as blurry eyes, slurring, unsteady gait, irrational behavior, or alcohol on the breath. The supervisor may not rely on long-term signs, such as absenteeism or tardiness, to support the need for a reasonable suspicion test.

The fitness for duty evaluation will be conducted by a licensed Physician within a reasonable period (two hours) of the referral. If not, the employer must provide written documentation as to why the evaluation was not promptly conducted. No evaluation may be administered after eight hours following the observation.

To ensure that supervisors are trained to make appropriate referrals, supervisors vested with the authority to make fitness for duty referrals will attend at least one hour of training on alcohol misuse and at least one hour of training on drug use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of drugs. Whenever possible, observations will be supported by additional witness(es).

A refusal to submit to a fitness evaluation referral required by this policy and as prescribed by a Physician, can result in discipline up to and including termination of employment.

In the event the Physician suspects the employee is under the influence of drugs or alcohol, the employee will be offered the option to take a drug or alcohol test. The employee may decline such test. In the event the employee declines to test, the employer may, based on observation and conclusions of the supervisor and physician, proceed with the proposed discipline up to and including termination of employment.

MARS Drug & Alcohol Policy
May 1999 Page 4

CONSEQUENCES FOR EMPLOYEES FOUND TO HAVE ALCOHOL CONCENTRATION LEVELS OF 0.02 OR GREATER BUT LESS THAN 0.04

An employee whose alcohol test indicates an alcohol concentration greater than 0.02 will be removed from his or her position without pay for at least eight hours. The City will then retest the employee before the employee may be returned to his/her position; the employee's alcohol concentration must indicate a concentration below 0.02.

Discipline related to an employee having an alcohol concentration level between 0.02 and 0.04 shall consist of the following:

- **1st positive test in 12-month period – written warning**
- **2nd positive test in a 12-month period – rehabilitation, plus unpaid suspension until return to work requirements are met**
- **3rd positive test in a 12-month period – termination of employment**

H. CIRCUMSTANCES UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON EMPLOYEES

1. **Pre-Employment Testing:**
   All applicants for classifications covered by these regulations will be required to submit to pre-employment drug and alcohol testing. Applicants will not be assigned to a position if they do not pass the tests.

2. **Post-Accident Testing:**
   Post-accident drug and alcohol testing will be conducted on employees following an accident where the employee's performance cannot be discounted as a contributing factor. Not only will the operator of the vehicle be tested, but so will any other employee whose performance may have contributed to the accident.

   The decision as to whether or not to test the employee involved in an incident where no police report is filed will be left to the discretion of a trained supervisory or management employee. The decision as to whether or not to test the employee involved in an incident where a Peace Officer is on scene will be left to the discretion of the Peace Officer. An employee <u>may</u> not be tested following an accident if the supervisory determines that the employee's performance could not have been a contributing factor. If a fatality occurs, the employee will be tested irrespective of whether his or her involvement may be discounted.

   Post-accident alcohol tests shall be administered within two hours following an accident and no test may be administered after eight hours. A post-accident drug test shall be conducted within 32 hours following the accident. If the employee is injured and is unable to give a breath test or a urine sample, a blood test will be conducted.

MARS Drug & Alcohol Policy
May 1999 Page 5

I. CONSEQUENCES OF FAILING AN ALCOHOL AND/OR DRUG TEST

The parties acknowledge their mutual support of rehabilitation for substance abuse issues. In the event an employee fails a drug and/or alcohol test, the following applies:

1. **First Positive Test**: The employee will obtain an assessment by a Substance Abuse Professional (SAP). The employee will participate in a Rehabilitation Program prescribed by the SAP (the City is not required to pay for this treatment), and will enter into a Return to Work Agreement.

2. **Second Positive Test**: Will result in termination, unless the employee volunteered the condition prior to notification of required testing.

3. **Relapse**: When an employee volunteers information about relapse prior to being notified of testing, the City will consult with the employee, Union, and Substance Abuse Professional (SAP) before determining the level of discipline. However, failure to complete rehabilitation and/or aftercare will result in termination. The frequency and duration of follow-up and unannounced testing will be based on discussion and agreement between the Union, City, employee and SAP.

4. **Return to Work After a Positive Test**: The parties agree an employee shall not be returned to work after a positive drug and/or alcohol test without the following:

   a) A test indicating an alcohol concentration of less than 0.02 or a verified negative result on a drug test;

   b) A release from a SAP;

   c) A Return to Work Agreement outlining the frequency and timeframe for unannounced follow-up testing and conditions of rehabilitation and aftercare.

J. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. **Alcohol Testing**:

   Alcohol testing will be conducted by using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration.

   A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted.

2. **Drug Testing**:

   a. The urine specimen will be split into two bottles labeled as “primary” and “split” specimen. Both bottles will be sent to the lab.

Drug Testing (continued)

b. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has 72 hours to request that the split specimen be analyzed by a different certified lab. The employee shall be responsible for all costs related to any split-sampling testing.
c. The urine sample will be tested for the following: Marijuana, cocaine, opiates, amphetamines, and phencyclidine.
d. If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis.
e. All drug test results will be reviewed and interpreted by a Physician before they are reported to the employee and City.
f. With all positive drug tests, the Physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result will be reported to the City as "negative."

The foregoing Agreement was crafted by a Joint Labor-Management Committee whose representatives have signed below. This policy is adopted as of May 26, 1999

EMPLOYEE REPRESENTATIVES

Richard Delaney, Business Rep., OE3

Marsha Bradford, FAME Rep.

Sue Oszewski, FACE, SEIU Local 790

James Anderson, OE3 Steward

Jeff Edwards, OE3 Steward

Ray Fernandez, OE3 Steward

Keith Harter, OE3 Steward

Steve Walker, OE3 Steward

Terry Wong, FACE Steward

Rennie Wruck OES Steward

EMPLOYER REPRESENTATIVES

Jan Perkins, City Manager

Jack Rogers, Maintenance & Recreation Director

John Betonte, Maintenance Deputy Director

John Barron, Street Maintenance Superintendent

Gerrie Meany, Personnel Manager

Date: 5/26/99

duplicate signed originals to: 7/12/99
Jack Rogers – MARS Director
Ginny Duffy – FAME President
Sue Oszewski – SEIU Local 790
Dick Delaney – OE-3
original to: Front of Side Letter Bind
ccs to: OE-3 – Sideletter + MOU
FAME – " "
FACE – " "
Substance Abuse file
7-19-99 gm

P:\report/marsdrug599

CFEA EXCLUSIVE REPRESENTATIVE FOR TEMP AND DEFINED TERM BUILDING INSPECTORS

LETTER OF AGREEMENT
BETWEEN
CITY OF FREMONT
AND
FREMONT ASSOCIATION OF CITY EMPLOYEES/SEIU LOCAL 790

The City of Fremont, a municipal corporation (hereinafter referred to as "City") and the Fremont Association of City Employees/SEIU Local 790 (hereinafter referred to as "FACE"), agree to the following Letter of Agreement on Defined Term/Temporary Building Inspectors. This Letter of Agreement complies with the provisions of Section 3500, et seq., of the California Government Code, 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.

SECTION 1: Term

This Letter of Agreement shall become effective on its adoption. It shall remain in effect for the term of the Memorandum of Understanding between the City and FACE.

SECTION 2: Article 1, Section 2, Recognition, shall be modified to read as follows:

...The City also recognizes the Union as the exclusive representative for temporary <u>and defined term Building Inspectors</u>....

SECTION 3: Article 10, Temporary and Provisional Employees, shall have Section 3 added as shown:

Section 3: Defined Term Employees: Building Inspectors

The following procedures shall apply to persons employed in non-core staffing positions of Building Inspector:

1. Defined Term Building Inspectors will be hired for a specified time frame of up to two (2) years;
2. Defined Term Employees are covered by all terms of the collective bargaining agreement as regular employees except for layoff provisions. In the event of decreased funding and/or curtailment of activity, Defined Term Employees would be the first to be reduced in Building Inspector staffing;
3. The creation of the Defined Term Building Inspector concept does not increase the City's core staffing levels;
4. Defined Term Building Inspectors could compete for core-staffing positions as Building Inspector; they would need to qualify through the City's competitive testing process;
5. The Department could continue the expedited hiring process for DTE's or could test and/or do a background, as the department saw fit;

FACE Side Letter of Agreement
Re: Defined Term Building Inspectors
Page 2

6. The length of the employment term for Defined Term Employees is subject to extension, based on agreement of the parties.

Executed this 20th day of July, 1999, by the Employer-Employee Representatives whose Signatures appear below for their respective organizations:

FOR THE FREMONT ASSOCIATION OF CITY EMPLOYEES/SEIU LOCAL 790

Sue Oszewski, Field Representative
SEIU Local 790

Sue Byrne, FACE President

FOR THE CITY OF FREMONT

Jan Perkins, City Manager

Lynn Dantzker, Assistant City Manager

Gerrie Meany, Personnel Manager

Faceside.524 gm

COUNSELOR AND CASE MANAGER MODIFIED WORK SCHEDULE

CITY OF Fremont

Human Resources Department
3300 Capitol Avenue, Building B, P.O. Box 5006, Fremont, CA 94537-5006
www.fremont.gov

December 6, 2011 FACE Counselor and Case Manager Notes
Create a side letter with FACE to allow 2 Counselors and 2 Case Managers to work a modified work schedule as follows:

- Follow an annual work schedule similar to the Fremont school district. Begin work in late August and end work in late June.
- Employees would be paid on an hour for hour basis for hours worked.
- It is expected that employees will work 44 weeks a year, following the school schedule, totaling 1760 hours a year.
- Compared to a full time regular schedule, 1760 hours annually equals 84.6% of a regular schedule.
- Holidays would be paid on a prorated basis of 84.6% or 6.77 hours for each holiday.
- Paid Time Off (PTO) accruals would accrue during the weeks the employee works. The effect would be an annual accrual of 162.4 annual PTO hours or 7.38 hours per pay period and employees may accrue up to a maximum 84.6% of the annual FACE accrual.
- Employees would be encouraged to use 120 hours of their accrued Paid Time Off to cover the following school breaks:

  Two weeks in the winter or 80 hours
  One week in the spring or 40 hours

  The remaining 42.4 hours must be taken during the school year with prior written approval from the department Manager.

- To avoid benefit coverage lapses, allow benefits to accrue all year at a rate of 84.6%. That means following the 2011-2013 MOU the monthly HBA would be $1287.57 and the monthly allowed ABC cash would be $490.68.

Approvals:

Name	Date 2/2/12
Nancy Dias Name	Date 1/30/2012
Margaret Cunningham Name SEIU 2010 1021 AFB	Date 2-2-12
Name SEIU 2010 1021 AFB	Date 2/2/12

Ins Price 2/4/12

T: \Dias\Counselor Case Manager

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CITY OF FREMONT
CFEA MOU
2019-2021

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