

## SETTLEMENT AGREEMENT

Service Employees International Union, Local 1021 ("SEIU") filed a "Step 4" grievance alleging that the City of Richmond ("City") violated the collective bargaining agreement between SEIU and the City (collectively, "the parties") when the City failed to agree to a "pool certification incentive pay." To avoid the expense and uncertainties associated with the grievance, the parties mutually seek a settlement of this matter. The parties have agreed to settle the grievance pursuant to the terms, covenants, and conditions set forth in this Settlement Agreement.

### 1. Withdrawal of Grievance

SEIU voluntarily withdraws the grievance alleging that the City failed to agree to a "pool certification incentive pay", with the exception of any grievances that may arise by reason of breach of any term of this Settlement Agreement.

### 2. Terms of Settlement

By execution of this Settlement Agreement, SEIU and the City have agreed to the following:

- a. The parties amend Article II – Direct Pay for Services, paragraph B – Acting Pay, by reducing the Acting Pay in the following specific manners with such amendments effective the beginning of the pay period following execution of this Settlement Agreement:
  - i. Each Stationary Engineer shall receive two thousand dollars (\$2,000) in acting pay which is subject to the conditions in paragraph i(a) below for work previously completed. Payment to be made within two pay periods following execution of this Settlement Agreement.
    - i(a). To the extent the acting pay is reportable to CalPERS, the parties agree that the amount is to be allocated in equal amounts between the pay period which includes the date the parties fully execute this Settlement Agreement and the fourteen (14) pay periods (for a total of fifteen (15) pay periods) immediately before the date of this Agreement.
  - ii. One Building Trades Worker III (the parties to jointly identify the employee and advise the Director of Finance) shall receive two thousand dollars (\$2,000) in acting pay which is subject to the conditions in paragraph i(a) above for work previously completed. Payment to be made within two pay periods following execution of this Settlement Agreement.
  - iii. Each Stationary Engineer shall receive a three percent (3%) acting pay for certified pool/spa operator certificate-level work; such payment is for each hour paid (e.g., regular hours worked, holidays, compensatory time off, vacation, sick leave, etc.). This provision sunsets (expires) on December 31, 2022.

- iv. One Building Trades Worker III (the same individual as in 2(a)(ii) above), shall receive three percent (3%) acting pay for certified pool/spa operator certificate-level work; such payment is for each hour worked while performing pool/spa operator certificate-level work.
- v. In all other regards, the Article II – Direct Pay for Services, paragraph B – Acting Pay, remains unchanged.
- b. Effective January 1, 2023, SEIU and the City amend the parties' collective bargaining agreement Article II – Direct Pay for Services, paragraph A – Salary, by increasing the pay rate for Stationary Engineer by three percent (3%). This amended salary is to be additive (and not compounded) to the concurrent salary increase for all classifications within the bargaining unit.
- c. Amend, with a January 1, 2023 effective date, the Stationary Engineer classification specification in the following manner:
  - i. Stationary Engineer(s) will be required to possess a certified pool/spa operator certificate by the end of the employee's probationary period in the Stationary Engineer classification; and
  - ii. Stationary Engineer(s) are required to maintain possession of a valid certified pool/spa operator certificate.

### 3. Stipulations

The parties further stipulate and agree that:

- a. The parties have entered into this Settlement Agreement freely and voluntarily.
- b. This Settlement Agreement does not constitute an admission of guilt, fault or wrongdoing by either party.
- c. The obligations of the parties specified above constitute consideration sufficient to render this Settlement Agreement enforceable by either party.
- d. This Settlement Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals or actions that may be filed.
- e. This Settlement Agreement constitute the entire understanding between the parties regarding the resolution and settlement of the aforementioned grievance, and there are no other terms or commitments, verbal or written, regarding the settlement of that grievance.
- f. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Settlement Agreement.

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- g. This Settlement Agreement may not be modified except by a written agreement signed by each party.
- h. This Settlement Agreement is made pursuant to and subject to interpretation and application under California law.

FOR SEIU:

Yen Do 12/8/21  
Dated  
SEIU Field Representative

Jeff Silva 12/8/2021  
Dated

FOR THE CITY:

Marc Fox 12/8/2021  
Dated  
Interim Director of Human Resources