



**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF ALAMEDA**

**And**

**ALAMEDA CITY EMPLOYEES ASSOCIATION**

**JULY 1, 202<sup>25</sup> – JUNE 30 202<sup>57</sup>**

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF ALAMEDA**  
**And**  
**ALAMEDA CITY EMPLOYEES ASSOCIATION**

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and Employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 202~~5~~<sup>2</sup> and ending June 30, 202~~5~~<sup>7</sup>.

The negotiations for a successor Memorandum of Understanding shall commence ninety days prior to the expiration of this Memorandum of Understanding.

**Section 1. Recognition**

**1.1 Association Recognition**

Alameda City Employees Association, affiliated with Operating Engineers Local 3, hereinafter referred to as the "Association", is the recognized employee organization for the classifications listed in Appendix A, certified pursuant to the letter from the City Manager dated February 19, 1970 and effective March 21, 1970.

**1.2 City Recognition**

The Municipal Employee Relations Officer of the City of Alameda or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of City of Alameda, hereinafter referred to as the "City", in Employer-employee relations, as provided in Resolution No. 15735 adopted by the City Council on January 19, 2021.

**Section 2. Association Security**

**2.1 Dues Deduction**

Payroll deductions for membership dues shall be granted by the City only to the Association or the Association's designated representative

The Association is responsible for all decisions to initiate, change, and cancel Association dues, and for all matters regarding an employee's revocation of an authorization, and the city shall rely solely on information provided by the Association on such matters. The City shall direct all the employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Association. The City shall not seek to resolve disputes between the Association and represented employees about Association membership, the amount of Association dues, or revoking authorizations for deductions. Neither the City, nor any of its managers shall provide advice to employees about matters covered in this

section, and shall direct employees with questions or concerns about such to the Association agent. The Association shall indemnify and hold the City and its agents and employees harmless from any cost, expense fee, or liability resulting from any threat or actual claims, demands, lawsuits, or any other action arising from the operation of this Section.

## **2.2 Association Authorization Forms**

The City shall deduct Association dues from a represented employee's pay upon submission by the Association of a written request. The request shall include a certification by an authorized representative of the Association, confirming that for each employee for whom the Association has requested deduction of Association dues, the Association has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Association, and make the requested deduction changes only upon receipt of a proper certification. All current employees who have authorized Association dues being deducted from their pay shall continue to have them deducted unless and until the Association informs the City that the employee has terminated their membership. The Association shall indemnify and hold the City and its agents and employees harmless from any cost, expense, fee, or liability resulting from any threatened or actual claims, demands, lawsuits or any other action arising from the operation of this Section and from the use of such monies by the Association.

## **2.3 Employee Rights**

Subject to the provisions of this Memorandum of Understanding, and applicable law, all employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of Employer-employee relations involving wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in the employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of their exercise of these rights.

## **2.4 Employee List**

Once quarterly, the City will make available to the Association a list or database that includes the following information for each represented employee: name; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; and home address.

## **Section 3. Association Representatives**

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the Human Resources Director, at least two (2) working days prior to the scheduled meeting whenever possible.

For the purposes of negotiations the total number of employee representatives including Union recognized Stewards, shall not exceed six (6). In order to reflect the diversity of ACEA's workforce, each of the six (6) representatives shall be from different departments and work locations, unless alternate arrangements are made between the City and ACEA.

Authorization for excused absence while participating in negotiations shall be arranged in advance with the City Manager or with the City Attorney for positions appointed by the City Attorney or his/her/their designated representative.

#### **Section 4. Access to Work Locations**

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives may enter any work location with the consent of the City Manager or designee. Access shall be in accordance with the normal operations of the department, established safety or security requirements, and will not be unreasonably denied.

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours except with the express permission of the City Manager.

#### **Section 5. Use of City Facilities**

City employees or the Association or their representatives may, with the prior approval of the City Manager, be granted use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting.

The use of City equipment normally used in the conduct of business meetings, such as desks, chairs, and whiteboards is allowed, but the use of City owned electronic devices such as computers, printers, and copiers is strictly prohibited notwithstanding the presence of such equipment in approved City facilities.

#### **Section 6. Bulletin Boards**

The Association may use portions of City bulletin boards under the following conditions:

1. All materials must be dated and must identify the Association that published them.
2. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
3. The City agrees to provide bulletin boards in reasonable locations and designate a reasonable portion thereof for Association use.
4. If the Association does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

#### **Section 7. Advance Notice**



Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The City agrees to post City job announcements in accordance with City of Alameda Civil Service Rules Article V, Section 3.

## **Section 8. City Rights**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

## **Section 9. No Discrimination**

Consistent with state and federal law, there shall be no discrimination or harassment of any kind based on any statutorily (federal, state, or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (eg.:Cancer), genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities, against any employee or applicant for employment by the Association, the City or by anyone employed by the City.

## **Section 10. Hours of Work**

### **10.1 Work Day & Workweek**

Specific employee work schedules, hours and days of work may vary, however, all full-time employees shall be hired to work one of the following number of hours in the standard workweek:

- Forty (40) hours;
- Thirty eight (38) hours;
- Thirty seven and one half (37.5) hours;
- Thirty six (36) hours

Employees may work a fixed compressed work schedule with the approval of the Department Head and ~~City Manager~~[City Manager or City Attorney for positions appointed by the City Attorney](#). Compressed work schedules are fixed work schedules that enable the employee to complete their bi-weekly standard workweek schedule in other than the traditional 10 working days.

The City shall provide employees with two (2) consecutive days off. Modifications to the assignment of two consecutive days off were made for some employees working in the Library Department in the past. Such alternative work schedule arrangements shall remain. Any future modifications where the City does not provide two consecutive days off work for employees shall be the subject of meet and confer between the City and the Association.

The Library may be open Sundays from 9:00 a.m. to 5:00 p.m. ~~and employees may be required to work from 12:30 p.m. to 5:45 p.m. Anyone employed with the City in the Library as of October 1, 1996, will work Sundays on a voluntary basis only. Sunday work assignments may be required for employees who began work in the Library after October 1, 1996.~~

The Maintenance Service Center may adjust the work day in order to make better use of the early day light hours. The City agrees to give employees two (2) weeks' notice.

Notification of any emergency leave whether comp. time, vacation or sick leave must be made prior to or not more than one-half (1/2) hour after the scheduled time for beginning the employees work duties unless the employee is already at work. Emergency leave will not be unreasonably denied.

## **10.2 Work Day, Workweek and Work Schedule Changes**

Future changes to the workweek referred to in Section 10.1 shall be the subject of meet and confer between the City and the Association. Existing employee workweeks (for example 36 hours) in effect upon ratification of this MOU by ACEA and approval by the City Council shall remain in effect provided such schedules continue to meet business and operational needs of the City. Specific work days and schedules of employees will be set based on business and operational need and will be at the discretion of the Department Head.

In the event of a management initiated work schedule change, should the employee and the employee's supervisor be unable to agree on a mutually satisfactory work schedule, the Association President or Business Agent may request that the Human Resources Director review the situation. After a review of the facts, the Human Resources Director may ask the City Manager or City Attorney for positions appointed by the City Attorney to review the situation. In any such review by the City Manager or City Attorney, the Association will be an indispensable part of the review process. The City Manager's or City Attorney's decision shall be final.

## **10.3 Remote Work Policy**

The City agrees to meet and confer with ACEA to develop a telecommuting policy that provides each City department with the ability to evaluate and grant requests to telecommute. Telecommuting opportunities will be based upon duties and department's operational/business requirements.

## **10.4 Alternative Work Schedule**

Subject to the operational needs of the department and with prior review and sole approval by the Department Head, employees may be provided the opportunity to an alternative work schedule. Alternative work schedules must comply with applicable laws and regulations and shall not exceed the number of hours in the employee's standard workweek as defined in Section 10.1.

Approved alternative work schedules may include, but are not limited to:  
A 4/10 schedule (four workdays of ten hours each)  
A 9/80 schedule (eight 9-hour days and one 8-hour day within a two-week period, with one day off every other week)

In addition, and only with prior approval from the Department Head or designee, employees may be permitted to flex their work hours within the same FLSA workweek to accommodate operational or assignment-specific needs.

The availability of alternative work schedules and flexed hours may vary by classification, assignment, and departmental requirements, and may be modified or discontinued at the discretion of the Department Head.

## **Section 11. Overtime, Call Back, Acting Pay, Meals**

### **11.1 Overtime Authorization**

All overtime must be authorized in writing by the City Manager or by the City Attorney for positions appointed by the City Attorney or ~~his or her~~their designated representative in advance of being worked.

### **11.2 Overtime/Compensatory Time Off**

If the City mandates an employee to work outside of the employee's standard workweek schedule, the employee shall be compensated in cash at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay unless, at the employee's request, compensatory time off has been approved by the Department Head or management designee.

The City may authorize additional time to be worked by the employee outside of the employee's standard workweek schedule. This time shall be compensated in cash or compensatory time-off at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay at the City's discretion.

Compensatory time off may be taken by mutual agreement of the employee and the supervisor.

Employees will not be allowed more than one hundred and twenty (120) hours in their compensatory time bank at any one time.

Should an employee change to a labor unit with a compensatory time off maximum below one hundred and twenty (120) hours, the City shall cash out any compensatory time the employee has banked that is in excess of the new compensatory time off maximum. Any excess compensatory time off will be cashed out at the employee's regular straight time rate of pay in effect prior to changing labor units. Upon an employee's separation, any unused compensatory time off will be cashed out at the employee's regular straight time rate of pay in effect at time of separation.

### **11.3 Call Back**

If an employee is called back to work, ~~he or she~~they shall, upon reporting, receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay at time and one-half (1-1/2). This provision does not apply to instances in which the employee is called to report before ~~his~~their regular starting time and is worked from the time

~~he~~ they reports to ~~his~~ their regular starting time.

#### **11.4 Acting Pay**

To qualify for an acting assignment, employees must have a combination of education and experience that demonstrate that the employee is capable of performing the functions of the position to which they are assigned as determined by their Department Head.

An employee who is assigned by the employee's supervisor and approved by the Department Head and the City Manager or by the City Attorney for positions appointed by the City Attorney to perform the full range of duties and responsibilities of a higher job classification during the temporary or permanent absence of an employee, shall be paid the first step of the higher classification which is above the salary step of the employee assigned to the acting position, but not less than five percent (5%) nor above the top step of the higher classification.

Employees assigned to a continuous acting assignment who are eligible for continuous acting pay shall be paid for the entire duration they are assigned to act and shall be immediately eligible to receive paid leave at their acting assignment pay rate. In order to be eligible for continuous acting pay the employee must perform the full scope of the higher classification.

Employees assigned to an intermittent acting assignment and who are eligible for intermittent acting pay shall be paid hour per hour for time worked in a higher classification. One hour shall be the minimum qualifying time period. If an employee works in a higher classification for a fraction of an hour the time shall be rounded to the nearest hour. Eligibility to receive paid leave at their acting assignment pay rate does not apply to employees assigned to intermittent acting assignments.

#### **11.5 Additional Duties Pay**

An employee who is assigned by the employee's supervisor and approved by the Department Head and ~~City Manager~~ City Manager or by the City Attorney for positions appointed by the City Attorney to perform duties that are substantially above and outside their normal classification will receive additional duties pay of no less than 5% over their current hourly wage. Additional duties pay may also be paid if an employee is partially doing work that is substantially above and outside of their job description. Employees assigned to perform additional duties on an intermittent basis shall be paid hour per hour for time performing the additional duties. One hour shall be the minimum qualifying time period. If an employee performs additional duties for a fraction of an hour the time shall be rounded to the nearest hour. Eligibility to receive paid leave at their additional duty rate does not apply to employees assigned to intermittent additional duties assignments.

#### **11.6 Meals**

The City agrees to reimburse an employee for meal expense in accordance with reimbursement procedures of ~~his or her~~ their department up to Ten Dollars (\$10.00) for breakfast, Twelve Dollars (\$12.00) for lunch or Twenty Four (\$24.00) for dinner. This meal reimbursement policy applies only when an employee works four and one-half (4-1/2) hours of consecutive overtime in conjunction with ~~his or her~~ their regular duty shift, or on call back on ~~his or her~~ their regular day off.

#### **11.7 Stand By**

Upon City Council approval, employees required to perform standby shall be credited with

0.1875 hours of compensation at the straight time base rate of pay for every hour of standby duty performed.

For example, an employee required to perform 24 hours of standby duty will be credited with 4.5 hours of straight time pay ( $24 \times 0.1875 = 4.5$ ). An employee required to perform 14 hours of standby duty will be credited with 2.625 hours of straight time pay.

When an employee assigned to such standby duty is called back, they shall receive both standby and call back compensation. Employees on standby will be provided pagers.

## **Section 12. Salaries**

### **12.1 Rates of Pay**

The salary range for each classification shall be as set forth in Appendix A.

Wage increases for the term of this MOU will be based upon the Base Revenue Index (BRI). The BRI is defined as one-half (i.e., 50%) of the year-over-year rate of growth measured between the two most recent successive fiscal years of the combined dollar amount of the following four local Alameda taxes:

- Property Tax
- 1% Bradley-Burns Sales Tax
- Utility Users Tax
- Transient Occupancy Tax

Wage increases for 2025 will be based upon the BRI from fiscal year 2023-2024 and 2024-2025, with a minimum increase of 1% and a maximum of 5.0%. The minimum 1% increase to base wages will take effect the first full pay period after July 1, 2025. Following the finalization of BRI calculations in September 2025, but no later than September 30, 2025, any additional increase to base wages will be implemented retroactively to the first full pay period following July 1, 2025.

Wage increases for 2026 will be based upon the BRI from fiscal year 2024-2025 and 2025-2026, with a minimum increase of 1% and a maximum of 5.0%. The minimum 1% increase to base wages will take effect the first full pay period after July 1, 2026. Following the finalization of BRI calculations in September 2026, but no later than September 30, 2026, any additional increase to base wages will be implemented retroactively to the first full pay period following July 1, 2026.

~~Effective the first full pay period following ratification of this successor MOU by ACEA and approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, ACEA represented employees employed by the City shall receive a four and one half percent (4.5%) base salary increase.~~

~~Effective the first full pay period following July 1, 2023, ACEA represented employees employed by the City shall receive a three and one half percent (3.5%) base salary increase.~~

~~Effective the first full pay period following July 1, 2024, ACEA represented employees employed by the City shall receive a two and one half percent (2.5%) base salary increase.~~

## 12.2 Starting Rate

Except as herein otherwise provided, the entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager or City Attorney for positions appointed by the City Attorney may approve an entrance salary which is more than the minimum salary. The ~~City Manager~~City Manager's or City Attorney's decision shall be final.

## 12.3 Step Increases

All increases shall be based on merit as established by the record of the employee's performance and shall require recommendation of the Department Head.

If the ~~City Manager~~City Manager or City Attorney for positions appointed by the City Attorney at any time determines that it is in the City's interest, ~~they~~he may assign an employee to a higher rate within the salary range fixed for the classification. The ~~City Manager~~City Manager or City Attorney shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Section 12.3, an employee shall receive increases in salary according to the following plan:

Step 2 upon completion of twelve (12) months' service in Step 1 unless the ~~City Manager~~City Manager or City Attorney for positions appointed by the City Attorney disapproves.

Step 3 upon completion of twelve (12) months' service in Step 2 unless the ~~City Manager~~City Manager or City Attorney for positions appointed by the City Attorney disapproves.

Step 4 upon completion of twelve (12) months' service in Step 3 unless the ~~City Manager~~City Manager or City Attorney for positions appointed by the City Attorney disapproves.

Step 5 upon completion of twelve (12) months' service in Step 4 unless the ~~City Manager~~City Manager or City Attorney for positions appointed by the City Attorney disapproves.

Step 6 upon completion of twelve (12) months' service in Step 5 unless the ~~City Manager~~City Manager or City Attorney for positions appointed by the City Attorney disapproves.

Step 7 upon completion of twelve (12) months' service in Step 6 unless the ~~City Manager~~City Manager or City Attorney for positions appointed by the City Attorney disapproves.

Step 8 upon completion of twelve (12) months' service in Step 7 unless the ~~City Manager~~City Manager or City Attorney for positions appointed by the City Attorney disapproves.

Raises to the 2nd, 3rd, 4th, 5th, 6th, 7th, 8th steps shall be automatic unless an unsatisfactory service rating report is made by the appointing authority.

## 12.4 Conversion Rate

Any yearly, monthly, per diem, bi-weekly or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the ~~City Manager~~City Manager or City Attorney for positions appointed by the City Attorney, such a conversion is advisable. In determining equivalent amounts on different time basis, the Human Resources Director, subject to the approval of the ~~City Manager~~City Manager or City Attorney, shall



provide tables or regulations for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Human Resources Director, subject to the approval of the City Manager~~City Manager~~ or City Attorney for positions appointed by the City Attorney.

## **12.5 Permanent Part-Time Employees**

Permanent part-time Civil Service appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification to the Human Resources Director, by the Department Head to which the appointment is to be made, that the employee is scheduled to work continuously during a twelve (12) month period. Benefits, including life insurance, medical insurance, dental insurance, retirement contributions, vacations and sick leave shall be granted on a prorated basis computed by dividing the regularly scheduled hours each week by forty (40) or thirty-seven and one-half (37-1/2) hours, as the case may be. That factor shall be the percentage of the City's contributions for permanent part-time Civil Service employees for life insurance, medical insurance, dental insurance and retirement.

In the case of permanent part-time employees in positions whose full-time equivalents normally work a forty (40) hour week, one thousand forty (1,040) hours of service shall equal six (6) months and two thousand eighty (2,080) hours of service shall equal one (1) year of service. In the case of permanent part-time employees whose full-time equivalents normally work a thirty-seven and one-half (37-1/2) hour week, nine hundred seventy five (975) hours of service shall equal six (6) months and one thousand nine hundred fifty (1,950) hours of service shall equal one (1) year of service.

## **12.6 Class A or B License**

The City agrees to pay the cost of written and medical examination and the difference in the license renewal fees above a Class C Driver's License.

Effective the first full pay period following July 1, 202~~25~~<sup>25</sup>, an employee working in a classification that requires the maintenance of a valid California Commercial Driver's License (CDL) shall receive One Two Hundred Fifty Dollars (~~\$200~~~~150.00~~) per month for maintaining their CDL. CDL pay shall be in addition to payment made by the City for the cost of obtaining the license as provided above.

In the event an employee is unable to maintain a valid California Commercial Driver's License (CDL) as a result of a medical condition the City shall engage in the interactive process in accordance with State and Federal law.

## **12.7 Equity Adjustments**

Effective the first full pay period following ratification of this successor MOU by ACEA and approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2025, the ACEA classification of, and all employees employed by the City in the classification of, **Library Technician (3515)** shall receive an equity salary increase of 4.49% of base pay.

Effective the first full pay period following ratification of this successor MOU by ACEA and

approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2025, the ACEA classification of, and all employees employed by the City in the classification of, **Librarian (3530)**, shall receive an equity salary increase of 4.50% of base pay.

Effective the first full pay period following ratification of this successor MOU by ACEA and approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2025, the ACEA classification of, and all employees employed by the City in the classification of, **Senior Librarian (3540)**, shall receive an equity salary increase of 4.39% of base pay.

Effective the first full pay period following ratification of this successor MOU by ACEA and approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2025, the ACEA classification of, and all employees employed by the City in the classification of, **Permit Technician I (3000), Permit Technician II (3270), and Permit Technician III (3274)** shall receive an equity salary increase of 2.75% of base pay.

Effective the first full pay period following ratification of this successor MOU by ACEA and approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2025, the ACEA classification of, and all employees employed by the City in the classification of, **Planner I (6020), Planner II (6030), and Planner III (6040)**, shall receive an equity salary increase of 6.96% of base pay.

Effective the first full pay period following ratification of this successor MOU by ACEA and approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2025, the ACEA classification of, and all employees employed by the City in the classification of, **Plans Examiner (3235)**, shall receive an equity salary increase of 10.44% of base pay.

~~Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, ACEA employees employed by the City in the classification of **Library Technician (3515)**, shall receive an equity salary increase of 2% of base pay.~~

~~Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, ACEA employees employed by the City in the classification of **Librarian (3530)**, shall receive an equity salary increase of 10.5% of base pay.~~

~~Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, ACEA employees employed by the City in the classification of **Senior Librarian (3540)**, shall receive an equity salary increase of 10% of base pay.~~



~~Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, ACEA employees employed by the City in the classification of **Maintenance Worker I** (2510), shall receive an equity salary increase of 5.5% of base pay.~~

~~Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, ACEA employees employed by the City in the classification of **Maintenance Worker II** (2520)/**Park Maintenance Worker II** (5261), shall receive an equity salary increase of 3.5% of base pay.~~

~~Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, ACEA employees employed by the City in the classification of **Early Morning Street Sweeper Operator** (2530) shall receive an equity salary increase to maintain a 5% differential above the Maintenance Worker II in recognition of the formers schedule, beginning their day at 4:00 a.m. or earlier.~~

~~Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, ACEA employees employed by the City in the classification of **Gardener** (7120), shall receive an equity salary increase of 2% of base pay.~~

~~Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, the **Parks Maintenance Worker** (5260) shall receive an equity salary increase to match their salary to the Maintenance Worker I (2510) salary.~~

~~-~~

#### Park Maintenance Worker II

~~The Parks Maintenance Worker II (5261) shall match salary to the Maintenance Worker II salary.~~

### **12.8 One-Time Healthcare Premium Cost Offset/COVID Recognition Pay**

In recognition that the cost of healthcare premiums over the last three years has significantly outpaced the overall rate of inflation requiring members to pay increasingly more out-of-pocket for health insurance, all Association members employed by the city as of July 1, 2025 shall receive a one-time, fixed \$1,000 healthcare premium offset payment in the first full pay period following July 1, 2025.

All Association members employed by the city as of July 1, 2026, shall also receive a one-time, fixed \$1,000 healthcare premium offset payment in the first full pay period following July 1, 2026.

Both years' healthcare premium offset payments shall be considered as one-time earnings and shall not be considered as part of an employee's pensionable earnings.

~~Beginning the month of July 2022, all Association members who were required to report to~~

~~work on-site during the City's COVID State of Emergency, based on confirmation by their Department Director, and employed by the City as of July 1, 2022, shall receive a fixed \$200 per month payment through June 2023 while still employed. This payment is in recognition of employees' work maintaining City services and function throughout the City's COVID State of Emergency. This is a one-time recurring pay and shall not be considered as part of an employees' pensionable earnings and is not available for cash out at separation.~~

~~Department Directors will provide the list of employees in their department who were unable to work remotely to the Human Resources Director. This list will only include employees who were required to report in person prior to the City's requirement that all employees report to work two days a week. The Human Resource Director will provide this list to ACEA for their review. Any employee who believes they should have been included on the list can request additional review and follow up by the Human Resources Department.~~

### **12.9 Deferred Compensation**

Employees may participate in the City's voluntary deferred compensation program (457 Plan). For employees who have completed one year of service with the City, the City will match one dollar for every \$0.50 that the employee contributes towards their 457 Plan account, up to an employee contribution of one half of one percent (0.5%) of the employee's base wage. For example, if an employee contributes 0.5% or more of their salary towards their 457 Plan account, they will receive a 1.0% match from the City. For employee contributions, the City will make payroll deductions and transmit funds to the administrator. The City makes no representation on the merit of the plan or any of the investment products or instruments, which may be offered by the plan. The individual participant is responsible for evaluating the investment options within the plan. The City currently contracts with Mission Square, Nationwide and CalPERS (VOYA) to provide a 457 program.

## **Section 13. Health and Welfare**

### **13.1 Flexible Benefit Amount**

- a. The City has contracted with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for employees covered by this Memorandum of Understanding, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS.

The City has established a Flexible Benefits Amount for each full-time regular employee who is eligible to enroll in one of the PERS medical insurance plans offered by the City. The City's contribution to the Flexible Benefit Amount includes the current PEMHCA statutory minimum contribution, which as of 1/1/2018 is one hundred thirty three dollars (\$133.00) per month per current eligible employee who subscribes for coverage in one of the PERS medical insurance plans offered by the City. During the term of this MOU and until a successor agreement is reached, the Flexible Benefit Amount agreed to by the parties includes the PEMHCA statutory minimum employer contribution requirement.

- b. Through the term on this agreement the City shall contribute the maximums listed below. Employees who elect not to enroll in one of the City's health plans and show

proof of enrollment in an alternative plan, shall receive \$106.15 per pay period while waiving coverage.

The maximum medical premium contribution rates for 202~~5~~<sup>2</sup> are as follows:

Waiver of Coverage:	\$106.15 per pay period
Single Party (Employee Only):	<del>\$1,284.74</del> <sup>952.11</sup> per month
Two-Party (Employee +1 Dependent):	<del>\$2,236.84</del> <sup>1,904.21</sup> per month
Family (Employee +Family):	<del>\$2,808.11</del> <sup>2,475.48</sup> per month

\*The amounts indicated above do not include Life Insurance or Dental Insurance premiums which are paid by the City separately. The amounts indicated above do include the PEMHCA statutory minimum contribution) as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

Effective January 1, 2023, and every January 1st thereafter, during the term of this agreement, the City will increase the City Contribution to the medical premium to reflect 50% of the increase in cost from the previous year, of the CalPERS Kaiser plan in the area or region in which Alameda is assigned. The increase will be based on 50% of the increase to the Employee plus two or more dependents level of coverage. The \$106.15 per pay period cash-in-lieu of coverage rate shall not change.

In the event an employee enrolls in a PERS plan that is more than the City's contribution, the balance of the cost to provide coverage for the employee and their eligible dependents shall be paid by the employee. The City shall make a payroll deduction from the employee's pay to cover the difference in cost.

Each employee shall be responsible for providing immediate written notification to the Human Resources Department of any change to the number of their dependents which affects the amount of the City contribution. An employee, who by reason of failing to report a change in dependents, receives a City payment greater than the amount to which they are entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to their contribution. In accordance with PERS regulations, changes to contributions required because of an increase in an employee's number of dependents shall take effect at the start of the first pay period in the month following the month in which notice from the employee is received by the Benefit's Officer. No retroactive increases to the City's payments shall be allowed.

### **13.2 Dental Insurance**

The City shall make the necessary contributions per month for each full-time, and on pro-rata basis, each permanent part time employee toward the Flexible Benefit Amount to provide the dental plan to the employee and eligible dependents. This coverage will be mandatory for all employees. Any change in the premium shall cause a like change in the Flexible Benefit Amount.

The dental plan is \$2600/\$2500 per employee and eligible dependents for annual dental care and lifetime orthodontic care.

### **13.3 Life Insurance**

The City shall provide each employee with a one hundred thousand dollar (\$100,000) life insurance policy. This coverage will be mandatory for all employees and the cost is reflected in the Flexible Benefit Amount specified in Section 13.1.

The City shall provide each employee with the opportunity to purchase, at their own cost, additional optional life insurance up to the maximum amount provided by and subject to the conditions of the carrier.

**13.4 Flexible Spending Accounts (FSA); IRC Section 125 Plans**

The City has implemented Flexible Spending Account (FSA), IRC Section 125 plans to redirect the employees' pre-selected amount of salary to pay employee paid insurance premiums and other approved expenses with "pre-tax" instead of "after tax" dollars.

**13.5 Employee Assistance Program**

The City shall continue to provide for all employees an employee assistance program. The cost of such program shall continue to be paid by the City only during the term of this Memorandum of Understanding.

**13.6 Long Term Disability Insurance**

The City will provide a paid for LTD Insurance Plan equal to benefits provided for in the current plan. If benefits are improved, such improvement shall be incorporated in the Long Term Disability Insurance Plan at no cost to all employees covered under this Memorandum of Understanding. The City will make a good faith effort to improve benefits within existing City contribution limits. The City shall contribute up to one dollar and twenty cents (\$1.20) per one hundred dollars (\$100.00) of an employee's monthly salary up to twenty-five dollars (\$25.00) per month per employee to provide the Long Term Disability Insurance Plan.

**13.7 ACA Reopener**

The parties agree to meet and confer through the impasse process, upon the request of the City, to negotiate changes to the City's health plans for only those plans that trigger excise tax liability as "Cadillac plans" under the Affordable Care Act. The City's request to meet and confer with the Association may be made at any point within the term of this agreement but not less than 60 days prior to the start of open enrollment for the plan year in which the excise tax is set to take effect.

**Section 14. Retirement Plan**

**14.1 California Public Employees Retirement System (CalPERS) Classic Membership**

Employees hired with the City prior to January 1, 2013 or those who are eligible for reciprocity in the CalPERS or public retirement system (as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance) and who are classified as classic members will be eligible for:

The Retirement Plan as constituted on October 1, 2001 between the City and Public Employees Retirement System. This plan shall be maintained at the current benefit level, for the duration of this Memorandum of Understanding:

1. Effective April 1, 1997, the individual employees did and shall continue to make their own normal employee contributions to CalPERS, in the amount of 7%, and they shall have the option to have those payments tax deferred under IRS Policy and Rule 414 (h) (2) unless the IRS or Franchise Tax Board indicates that such contributions are taxable income subject to withholding.
2. At the time of the City's withdrawal from the Federal Insurance Contribution Act (FICA) on January 1, 1983, each employee was entitled to the Public Employees

Retirement System 1959 Survivors Benefit coverage. The City has amended its contract with CalPERS to provide for the option of 1959 Survivor Benefit third level coverage.

3. All employees were covered by the Public Employees Retirement System Survivors Continuance at the time of the City's withdrawal from Federal Insurance Contribution Act (FICA).
4. The employees are covered by the 2% at Age 55 Retirement Formula. The City shall provide the CalPERS single highest year retirement benefit.
5. Cost Sharing – Miscellaneous Classifications

The City shall contract with CalPERS for Variable Rate Cost Sharing of up to the Permanent Cost Share of 1.868% under Government Code Section 20516(a), based on the optional benefits established in the Miscellaneous Plan of the City's contract with CalPERS for the 2%@55 and One-Year Final Compensation Optional Benefits. In addition to the current 7% employee contribution, employees in the Miscellaneous Classifications covered by this MOU shall contribute an additional 1.868% of the employee's PERSable earnings towards the employer retirement contribution. This 8.868% contribution shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby employee contributions shall be tax deferred and not subject to taxation until the time of constructive receipt.

#### **14.2 CalPERS New Membership**

For employees hired on or after January 1, 2013 or for those who are classified as "new" members of CalPERS as defined by Public Employees' Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% @ 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA, these employees and the City are each responsible for paying one-half of the normal cost of this retirement plan.

#### **14.3 CalPERS Retiree Medical**

The City has contracted with CalPERS to provide medical insurance for eligible retired employees and eligible survivors of retired employees. Eligibility to participate in this program will be in accordance with regulations promulgated by CalPERS. The City will contribute the minimum employer contribution under California Government Code § 22892 on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes for CalPERS medical insurance in conformance with CalPERS regulations.

#### **14.4 CalPERS Additional Service Credit**

The City provides for additional service credit for unused sick leave through Section 20862.8 of the California Government Code. Those employees eligible for sick leave payoff may select to use eligible payoff days for either payoff or prior service credit. Any sick leave day used as part of the formula for sick leave payoff is no longer available for CalPERS service credit conversion as provided for in the first sentence of this paragraph. Employees covered by the side letter executed August 6, 1980 regarding sick leave are the only employees eligible for the choice described in the preceding sentence.

### **Section 15. Clothing, Shoes and Ear Protectors**

#### **15.1 Work, Weather, Safety Related Gear and Equipment**

The City will provide for the acquisition or replacement of work/weather/safety related

gear/equipment such as, but not limited to; sun screen, shirts, jacket, heavy jacket, hats, foul weather gear, ear protection, ear protectors, head protectors, tinted safety glasses and gloves, as required by departments.

The City will provide ear protectors/protection to all City employees who work in areas where the noise factor can cause damage to their hearing.

The City will distribute quality rain gear for field employees. Please note this rain gear, which will include but is not limited to hood, coat, pants, steel toed rain boots or rubber boots that can be worn over steel or hard toes shoes/boots, will be distributed in accordance with department needs. Some gear is of such quality that it could last up to 5 years. Damaged or worn gear will be submitted to the department for replacement. Employees are responsible for keeping track, and taking care of their own rain gear. Once it has been issued, it is suggested that rain gear be kept in the employee's individual locker unless in use.

In the event the employee and the employee's supervisor are unable to agree mutually on work/weather/safety related gear/equipment, the Association President may request that the Human Resources Director and Risk Manager review the situation. After a review of the facts, the Human Resources Director may ask the City ManagerCity Manager or City Attorney for positions appointed by the City Attorney to review the situation. In any such review by the City ManagerCity Manager or City Attorney, the Association will be an indispensable part of the review process. The City Manager's or City Attorney's decision shall be final and not grievable.

The changes in this section of the MOU shall become effective the date this MOU is adopted by the City Council and are not retroactive.

## 15.2 Safety Boots or Shoes

Employees in classifications listed below, who are required to wear safety boots or shoes (steel or hard toe) as a condition of employment, shall be eligible for reimbursement of up to ~~Three Four~~ Hundred ~~Fifty~~ Dollars (\$~~400350~~) per fiscal year for the purchase or repair of one or more pairs of safety boots or shoes.

Positions requiring safety boots or shoes and eligible for the reimbursement are:

Code	Classification
3244	Combination Building Inspector I
3245	Combination Building Inspector II
3070	Construction Inspector
2005	Custodian
2077	Fire/Building Code Compliance Officer
2360	Fleet Mechanic
7120	Gardener
2020	Laborer
2510	Maintenance Worker I
2520	Maintenance Worker II
7550	Meter Reader-Collector
5260	Park Maintenance Worker
5261	Park Maintenance Worker II
1770	Program Specialist I
1775	Program Specialist II

2555	Public Works Maintenance Foreperson
3242	Senior Combination Building Inspector
3075	Senior Construction Inspector
2370	Senior Fleet Mechanic
1660	Telecom Maintenance Technician
2570	Traffic Signal/Pump Station Maintenance Technician
4084	Parking Technician
4085	Lead Parking Technician
7789	Streetlight Maintenance Technician
3246	Senior Building Code Compliance Officer
5230	Park Maintenance Foreperson
5160	Park Maintenance Equipment Operator

## **Section 16. Holidays**

Employees shall be entitled to holiday hours based on their standard workweek. Employees with a standard workweek of 40 or 38 hours shall be entitled to 8 hours of holiday pay per authorized holiday. Employees with a standard workweek of 37.5 or 36 hours shall be entitled to 7.5 hours of holiday pay per authorized holiday.

The City's authorized holidays are:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) President's Day
- (4) Memorial Day
- (5) Juneteenth
- (6) Independence Day
- (7) Labor Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Day after Thanksgiving Day
- (11) Christmas Day
- (12) ~~Five and one-half~~Six (6.5) Floating Holidays

If any of the above holidays falls on Saturday, it shall be observed by the City on the Friday immediately preceding. If any of such holidays falls on a Sunday, it shall be observed by the City on the following Monday. However, Departments in which employees are normally scheduled to work on a Saturday or Sunday have the discretion to observe the holiday on the Saturday or Sunday on which the holiday actually falls. Employees will be notified of the holiday observation at least 14 calendar days in advance.

If one of the holidays listed above is observed by the City on an employee's normal day off, the holiday hours for such day shall be added to the employee's floating holiday bank once the holiday has passed, to be used ~~within the calendar year~~ by the last pay date of the Fiscal Year.

If an employee is scheduled or required to work on a holiday, the employee shall be paid for the holiday. In addition, the employee will receive time and one-half (1-1/2), in pay or compensatory time off for all hours worked on such holiday.



Employees ~~will accrue their 10 authorized~~ are eligible for authorized holidays as they occur, provided they are in a paid status for the full schedule of hours on both the regularly scheduled workdays immediately preceding and following the holiday. Employees who are absent from work without pay or are in paid status for less than the full schedule of hours on either the scheduled work day before or after the day the holiday is observed shall not be eligible for nor receive holiday pay.

The ~~five and one half six (65.5)~~ days of floating holiday hours will be loaded into the employee's floating holiday bank on the first pay date of each Fiscal Year at the beginning of each year and must be used ~~within the calendar year~~ by the last pay date of the same Fiscal Year in which the time was granted.

Any unused Floating Holiday hours an employee has remaining in their Floating Holiday bank by the last pay date of Fiscal Year 2024-2025 shall not expire until the last pay date of Fiscal Year 2025-2026.

New employees shall be provided prorated floating holidays based on the number of days remaining in the ~~Fiscal Year calendar year~~ as of the date of hire. For example, an employee entitled to earn 7.5 hours per floating holiday with a hire date of September 1, 2025~~2~~ would have their floating holidays prorated and calculated as follows:

Total Floating Holidays Hours Per Year:	<del>41.25</del> 45 hours (7.5 hrs x <del>5.5</del> 6 Days)
Total Days Remaining in the <u>Fiscal</u> Year:	<del>422</del> 303 Days (365 – <del>243</del> 62)
% of Days Remaining in the Year:	<del>33.42%</del> 83.01% ( <del>422</del> 303 Days Remaining ÷ 365 Total Days)
Prorated Floating Holidays:	<del>43.79</del> 37.35 Hours ( <del>41.25</del> 45 hrs x <del>33.42%</del> 83.01%)

Unused holiday hours cannot be cashed out.

#### **16.1 Reduced Workdays on the Days before the Observed Holidays of Thanksgiving Day, Christmas Day and New Year's Day**

##### **Day Before the Thanksgiving Holiday**

Full-time Employees who are scheduled to work a full day and able to leave at noon will be paid for the full day. In order to be eligible for the half-day pay an employee must be at work the Wednesday morning before the Thanksgiving Day holiday. Employees who are unable to leave at noon because of operational needs will receive four hours (4) of holiday time to be used by the last pay date of the Fiscal Year.

In recognition that the Library may not close at noon on the day before Thanksgiving, employees assigned to the Library will be eligible to use their half-day either in the morning or afternoon with the approval of the Department Head

##### **Christmas Eve or New Year's Eve**

~~Full-time employees may leave at noon on one of these two days without using leave banks. The afternoon off must be coordinated within the Department and must be approved by the Department Head. In order to qualify for either of the 1/2 days, an employee must work the morning before the observed holiday. All City facilities will remain open on both these days and must have sufficient staff available to provide service. Employees who because of operational needs are not able to leave early on either of the days will receive four (4) additional hours of holiday time.~~



Field staff who are regularly assigned to start their day before 7:00 AM and work an eight hour day are eligible to leave work after completing four hours on the days described in this section.

## **Section 17. Vacation**

### **17.1 Vacation Scheduling**

The times during the calendar year at which an employee shall take vacation shall be determined by the ~~City Manager~~City Manager or by the City Attorney for positions appointed by the City Attorney or the designated representative with due regard to the wishes of the employee and particular regard to the need of the City. Each department shall establish a policy and process for employees to indicate their preference for vacation periods. Employees may request that the Human Resources Director review established department vacation policies and procedures to ensure that they are in line with City goals, policies, and values.

In the event that the department does not establish a specific policy, then the City may request that the Employee(s) indicate their preference for vacation periods during November and December of each calendar year for the following calendar year. In the event the City requests employees to indicate their preference for vacation periods the City will provide the appropriate form, and will post a final vacation schedule by January 1 of each year.

An employee who is hospitalized or provides doctor's notice of illness while on vacation, may elect to not charge such time to vacation.

### **17.2 Vacation Benefits**

Vacation benefits will be accrued on an hour for hour basis with accruals earned for each hour paid. Paid time excludes hours paid for overtime. Every employee who, on the most recent anniversary date of ~~his or her~~their employment shall be entitled to accrue vacation leave as follows:

Years of Service	Employee's Standard Work Week	
	36 Hours Per Week and 37.5 Hours Per Week (7.5 Hours/Day)	38 Hour/Week and 40 Hour/Week (8 Hours/Day)
0 - < 4	75	80
4 - < 5	112.5	120
5 - < 6	116.25	124
6 - < 7	120	128
7 - < 8	123.75	132
8 - < 9	127.5	136
9 - < 10	131.25	140
10 - < 11	135	144
11 - < 12	138.75	148
12 - < 13	142.5	152
13 - < 14	146.25	156
14 - < 15	150	160

15 - < 16	153.75	164
16 - < 17	157.5	168
17 - < 18	161.25	172
18 - < 19	165	176
19 - < 20	168.75	180
20 - < 21	172.5	184
21 - < 22	176.25	188
22 - < 23	180	192
23 - < 24	183.75	196
24+	187.5	200

### 17.3 Vacation Accumulation

No employee may accumulate more than seventy-five (75) or eighty (80) hours of vacation depending on the employees schedule at any one time in addition to the employee's regular vacation entitlement. An employee may submit in writing a request to accumulate vacation in excess of the maximum set forth above. Such excess accumulation may be approved, at the sole discretion of the ~~City Manager~~ City Manager or by the City Attorney for positions appointed by the City Attorney, on a case by case basis.

### 17.4 Vacation Pay at Termination

Upon termination of employment, a regular employee shall be paid cash value of ~~his or her~~ their accrued vacation leave at the time of termination.

### 17.5 Probationary Employees

Employees on original probation shall be eligible to use their accrued vacation after six (6) months of service.

### 17.6 Vacation Sell Back

Employees who have completed Fifteen (15) years of service with the City may "sell back" up to two weeks (72, 75, 76 and 80 hours depending on the employees standard work week) of vacation accrual once per calendar year, provided they have used two weeks of accruals in the last 12 calendar months:

Qualified employees will be able to sell back vacation by completing the vacation sell back form.

During the month of December of each year, there will be an open enrollment period during which each bargaining unit member must make an irrevocable election to "sell back" vacation accrual the following year on the form prescribed by Human Resources. The number of hours that the bargaining unit member will sell back must be indicated at that time. Failure to submit an irrevocable election form shall be the same as electing not to sell back vacation leave.

The employee must request the vacation sell back on the form prescribed by Human Resources. A bargaining unit member who has elected to sell back vacation but has not done so by the first paycheck in December, will be automatically cashed out for the number of hours elected on the second paycheck in December.

If an employee elects to "sell back" vacation but has not used two weeks of vacation accruals in the previous 12 month their sell back request will not be fulfilled.

Employees must have completed fifteen (15) years of service at the time they request the sell back. For example, an employee who will complete fifteen years of service on August 1, 2020 may make an irrevocable election to sell back vacation time during the December 2019 election period but will not be permitted to request the sell back until after August 1, 2020.

These payments do not meet the definition of compensation earnable and special compensation under Government Code section 20636 and are non-PERSable compensation.

Employees are responsible for any tax consequences of the vacation "sell-back".

The City may suspend this program due to budget constraints during economic downturns.

## **Section 18. Sick Leave**

### **18.1 Sick Leave Benefits**

Sick leave benefits will be accrued on an hour for hour basis with each hour paid. Employees shall accrue at the appropriate rate as follows:

Employee's Standard Work Week	Hourly Accrual Rate	Maximum Yearly Accrual
36 Hours Per Week	.0481	90 Hours
37.5 Hours Per Week	.0462	90 Hours
38 Hours Per Week	.0486	96 Hours
40 Hours Per Week	.0462	96 Hours

Paid time excludes any overtime and/or compensatory time worked. ~~The City agrees to provide the bargaining unit with at least 30 days advanced notice before implementing this change.~~

There shall be no limit on sick leave accrual. Sick leave usage shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity of actual sickness or disability. Charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned. The City shall mail to any employee who is on sick leave and who must reimburse the City for their Health, Life, and Dental benefits a notification and the agreed to forms advising such employee of the SDI and LTD benefits. Those employees hired before August 1, 1980 shall be entitled to sick leave under the old plan as set forth in the Municipal Code.

### **18.2 Notification Requirement**

In order to receive compensation when absent on sick leave, the employee shall notify ~~his or her~~their immediate supervisor one-half (1/2) hour prior to or after the scheduled time for beginning ~~his or her~~their work duties of ~~his or her~~their impending absence.

### **18.3 Doctor's Certificate or Other Proof**

To the extent permitted by law and after consultation with the Human Resources Director or their designee, proof of illness in the form of a doctor's certificate or an advice nurse

statement may be required at any time after an employee has used fifty percent (50%) of their annual sick leave accrual in a calendar year.

#### 18.4 Illness in the Immediate Family

An employee may use up to one-half of ~~his or her~~their annual sick leave allocation in any calendar year in the event of illness of a spouse, child or parent, or domestic partner, regardless of residence, or to care for a dependent living within the employee's household. At the City's request, the employee will provide satisfactory evidence of the facts justifying such absence.

#### 18.5 Sick Leave During Probationary Period

Employees on original probation shall be eligible to use their accrued Sick Leave upon employment.

#### ~~18.6 Sick Leave For Employees Hired Prior To 1980~~

~~(formerly Appendix D, MOU 2009-2011; LOU August 6, 1982)~~

~~An employee assigned to a classification represented by the Association and who was hired by the City prior to August 1, 1980, shall, upon completion of each anniversary year and a minimum of one thousand eight hundred (1,800) straight time hours of work within the twelve (12) month period immediately preceding each anniversary year, accrue sick leave at the following rate:~~

<u>Years of Service</u>	<u>Sick Leave</u>
<del>1 – 5</del>	<del>10 working days per year</del>
<del>6 – 15</del>	<del>15 working days per year</del>
<del>16 or more</del>	<del>20 working days per year</del>

~~In addition, an employee shall accrue sick leave at the rate of one (1) day per month, provided the employee has worked one hundred sixty (160) straight time hours that month for an employee in a classification having a forty (40) hour workweek or one hundred fifty (150) straight time hours that month for an employee in a classification having a thirty-seven and one-half (37 ½) hour workweek, to a maximum of one hundred eighty (180) days.~~

~~Furthermore, an employee hired by the City prior to July 1, 1978, who resigns or retires from City employment and has been in the service of the City for a minimum of ten (10) years, will be eligible for payment of unused accumulated sick leave based on the following calculation:~~

#### Formula For Payment Of An Employee's Unused Accumulated Sick Leave At The Time Of Resignation Or Retirement

~~One and two-tenths of one percent (1.2%) of the employee's unused accumulated sick leave, at the time of resignation or retirement, times the number of full years of service by the employee with the City, times the employee's daily pay rate at the time of resignation or retirement; provided, however, that in no event shall the payment for unused accumulated sick leave exceed thirty percent (30%) of the monetary value of the employee's unused sick leave accumulation. Unused sick leave accumulation for the purpose of payment at time of retirement or resignation shall not exceed the number of days accrued by the employee on July 1, 1978.~~

~~There shall be no payment for unused accumulated sick leave if an employee's service with the City is terminated due to discharge.~~

## **Section 19. Leaves of Absence: Other Statutory Leaves**

### **19.1 Leave Without Pay**

The ~~City Manager~~ City Manager or City Attorney for positions appointed by the City Attorney may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager or City Attorney for positions appointed by the City Attorney. Such leave shall normally be granted to permit the employee to engage in activities that will increase his value to the City upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued vacation is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on leave of absence. The decision of the City Manager or City Attorney on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding

### **19.2 Jury Duty**

An employee summoned to jury duty shall inform his/her/their supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve.

### **19.3 Military Leaves of Absence**

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees.

### **19.4 Parental/Family/Medical & Other Protected Leave Rights**

The provisions of Federal and State law regarding statutory leaves shall govern such leaves of City employees.

Protected leave including leave under the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability Leave Law (PDL) shall be made available to eligible association members per the applicable federal and state law.

When an employee is on an approved protected leave (FMLA/CFRA/PDL) related to their own illness or to care for any ill family member, they may use up to 12 weeks of sick leave. For example, an employee who works 36 hours per week will be entitled to use up to 432 hours of sick leave while on an approved protected leave related to their own illness or to care for an ill family member. The employee will be required to provide leave related documentation as requested by the City.

When an employee is on an approved protected leave for the purpose of Baby Bonding, the employee may use up to 10 weeks of sick leave. For example, a 36 hour employee may use up to 360 hours of sick leave while on an approved protected leave for the purpose of Baby Bonding and then must use 2 weeks of other accrued leave for the remaining 2 weeks of protected leave.

Where an employee is eligible for and receives State Disability Insurance (SDI) for their own disability or where they are eligible for and receive Paid Family Leave (PFL) to care for a family member or for Baby Bonding, the City will integrate the SDI/PFL benefit with the employee's accrued leave. The employee will be required to provide information on the

amount of their SDI/PFL benefit and will use only the accrued leave necessary to keep the employee whole.

#### **19.5 Industrial Disability Leave**

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to the benefits as provided by the Workers' Compensation Laws of the State of California or, upon eligibility to retire under the Public Employees' Retirement System (PERS). Workers' Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California upon a determination that the illness or injury is covered by the Workers' Compensation Laws of the State of California. Integration of accumulated leave with Workers' Compensation is to be automatic. For the purposes of this subsection, integration shall mean the use of accrued leave to supplement Workers' Compensation payments to the employee. An employee shall determine which of their accrued leaves may be used for integration. Available leaves for integration include sick leave, vacation, holidays or compensatory time. Except for benefits provided by the Workers' Compensation Laws of the State of California and except for allowing employees to integrate accumulated leave, no additional pay or salary replacement shall be provided by the City of Alameda to the employee.

The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

#### **19.6 Funeral Leave**

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for and attend the funeral ~~and attend same~~, not to exceed four (4) regularly scheduled working days for a four-day work week employee and five (5) regularly scheduled working days for a five-day work week employee. This provision does not apply if the death occurs while the employee is on leave of absence, layoff, or sick leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, any person sharing the relationship of in loco parentis, brother, sister, niece, nephew, aunt, uncle, spouse, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parent, and stepchild where there is a child-rearing relationship, or step-sibling, or any living persons in the immediate household of the employee. At the request of the City, the employee will furnish a death certificate and proof of relationship.

For persons not listed as an immediate family member, employees may use other available accrued leave as is necessary to make arrangements for and attend the funeral, not to exceed three (3) regularly scheduled working days.

This provision shall be applied in compliance with federal, state and local law.

Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

#### **19.7 Catastrophic Leave Bank**

The City agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Catastrophic Leave Bank (CLB) will allow the bargaining unit employees to donate time to



affected employees within and outside the unit, so that he/she/they can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. This donated time will be placed in a CLB and drawn down from the CLB by the eligible employee.

### **Eligibility**

To be eligible for this benefit, the receiving employee must: 1) Be a regular full time employee, 2) Have sustained or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, 3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, 4) Be unable to return to work for at least 30 days or in the case of the condition affecting the immediate family member, that member must be in need of prolonged and significant personal care; and 5) Conformed with the requirements of the Family Medical Leave Act and/or Worker's Compensation.

### **Benefits**

Accrued vacation and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Human Resources Director the total leave credits may be extended on a case by case basis, subject to review by the City ManagerCity Manager or by the City Attorney for positions appointed by the City Attorney or their designee.

### **Guidelines for Donating Leave Credits To The Time Bank**

- a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed his/her/their initial City probationary period. Time donated will be converted from vacation or compensatory time to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- b. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not exceed three months; however, the Human Resources Director may approve an extension to six months total time.
- c. Initial leave time donations must be a minimum of one work shift. An employee cannot donate leave hours that would reduce his/her/their vacation balance to less than one week.
- d. The use of donated leave hours will be in consecutive one-shift increments.
- e. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- f. Under all circumstances, time donations received for the employee are forfeited once made by the employee making the donation. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from City

service.

- g. Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.
- h. For the purpose of the Section, "immediate family member" as referenced under Eligibility shall be defined as provided for in Section 19.6.
- i. Under extenuating and extraordinary circumstances and upon recommendation of the Human Resources Director the ~~City Manager~~City Manager or City Attorney for positions appointed by the City Attorney may grant exceptions on a case- by-case basis. Such exceptions shall not establish practice or precedence.

## **Section 20. Probationary Period**

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to their position and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for employees is twelve (12) months. An employee's probationary period may be extended for up to six (6) additional months, with the approval of the Human Resources Director, to provide the employee with additional time to meet the required standards of work. Probationary period extensions beyond 6 months must be approved by the ~~City Manager~~City Manager or by the City Attorney for positions appointed by the City Attorney.

During the probationary period, an employee may be rejected at any time by the ~~City Manager~~City Manager or by the City Attorney for positions appointed by the City Attorney without cause and without the right to appeal.

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which they were promoted, unless the employee is rejected for reasons other than competency to perform the job in which they were promoted.

## **Section 21. Layoff**

### **21.1 Layoff and Reemployment**

Seniority is defined as the length of continuous paid employment and leave with pay status with the City calculated from the date of original hire, including the probationary period, as a full-time employee. Time spent in a leave without pay status shall be excluded. Part-time and temporary part-time employees do not accrue seniority.

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable of performing the work required.

Employees who are laid off or who elect to demote or transfer in lieu of a layoff, shall have reemployment rights to future vacancies in the position previously held. The City shall maintain a preferred list with the names of the employees laid off in inverse order of layoff.



Future vacancies in those affected positions shall first be filled from the preferred list in inverse order of layoff.

Services with the City shall be terminated by:

- (1) Discharge, retirement, resignation or any termination of employee status;
- (2) Failure to return to work within seven (7) calendar days when recalled from layoff;
- (3) Failure to return to work upon expiration of an authorized leave of absence;
- (4) Leave without pay status for a continuous period of twelve (12) months or more;
- (5) Layoff status for a continuous period of twelve (12) months or more.

When a layoff becomes necessary, the Human Resources Department will provide layoff instructions to the affected departments with a copy to the Association.

Before any regular full-time employee is laid off, all other categories of employees in the affected classifications will be separated.

An employee subject to layoff will be allowed, in lieu of a layoff, to:

- (1) Demote to a lower paying classification previously held by the employee;
- (2) Transfer to the same classification in another department.

An employee who has reemployment rights, shall have the same right to compete for promotion that ~~he/she/they~~ would have had if ~~he/she/they~~ had not been laid off.

An employee who is laid off shall not accrue or be eligible for any benefits, including, but not limited to, vacation, sick leave, holidays, medical, dental, LTD, life insurance, retirement contributions and uniforms. Any employee reemployed after a layoff shall retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

If the City decides to subcontract work and such work would result in the layoff of a full-time employee, the City will notify the Association within thirty (30) days in advance of such action, and upon written request, will meet and discuss the matter prior to subcontracting the work.

## **21.2 Alternatives to Layoff**

If during the term of this MOU the City of Alameda experiences shortfalls to its revenue sources, the City and the Association agree to meet to discuss alternative cost reduction measures which could be taken by the City in the interest of preserving service delivery to the public.

## **Section 22. Discharge or Discipline**

### **22.1 Right of Discharge or Discipline**

The City shall have the right to discipline, up to and including discharge, any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe any of the City's safety and house rules and

regulations which must be conspicuously posted and not in derogation of the Memorandum of Understanding, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the Memorandum of Understanding.

## **22.2 Appeals**

If a regular employee (including a non-Civil Service employee represented by ACEA) feels ~~he or she~~they ~~has~~have been unjustly discharged, ~~he or she~~they shall have the right to appeal ~~his or her~~their case through the appropriate procedure (Section 24.5). Such appeal must be filed with the City Manager or the Civil Service Board by the Association in writing within seven (7) calendar days from the date of discharge and unless so filed the right of appeal is lost.

Any discharged employee shall be furnished the reason for ~~his or her~~their discharge in writing.

## **Section 23. Personnel Files**

An employee or ~~his or her~~their representative, on presentation of written authorization from the employee, shall have access to the employee's Personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's Personnel file. The employee may be required to acknowledge the receipt of any document entered into his Personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## **Section 24. Grievance Procedure**

A grievance shall be defined as any dispute, arising during the term of the Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this Memorandum. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

### **24.1 Initial Discussions**

Any employee who believes that ~~he or she~~they ~~have~~has a grievance may discuss ~~his or her~~their complaint with the top management official in the department in which ~~he or she~~they works, or with such subordinate management official as the department head may designate. Such discussion must take place within fourteen (14) calendar days of the incident that lead to the grievance, or within fourteen (14) calendar days from the time the employee would reasonably be expected to know of the occurrence. Failure to file the grievance within the time limits specified shall result in the dismissal of the issues of the grievance and the grievance shall be null and void. If the issue is not resolved within fourteen (14) calendar days of this initial discussion with the department, or if the employee elects to submit ~~his or her~~their grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which ~~he or she~~they ~~are~~is assigned, the procedures hereafter specified may be invoked.

### **24.2 Referral to Department Director**

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the Department Director in writing that a grievance exists. This notification must be submitted within seven (7) calendar days of the initial discussion, or

within the initial fourteen (14) calendar day period specified in 24.1 above. In such notification, the grievant must state the particulars of the grievance, the provision of the MOU that is alleged to have been violated and, the desired resolution/outcome. No grievance may be processed under subsection 24.3 below which has not first been filed and investigated in pursuance of this subsection 24.2. The Department Director shall have fourteen (14) calendar days to respond to the grievance.

A grievance which remains unresolved after the response by the Department Director may be referred to the Adjustment Board within fourteen (14) calendar days of the Department Director's response provided for above. An Adjustment Board will be scheduled within thirty (30) calendar days of referral, depending on the availability of the Adjustment Board members.

### **24.3 Adjustment Board**

In the event the Association and the City are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is herein above defined) which arises and is presented during the term of the Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) employee representatives, and two (2) representatives of the City. The Association shall be an indispensable party to any grievance which is submitted to the Adjustment Board.

The Adjustment Board shall meet and review the position of the Association and the City regarding the grievance. If the Adjustment Board unanimously agrees on a resolution to the grievance or the ACEA and the City appointed member agree, that resolution shall be final.

If an Adjustment Board is unable to arrive at a resolution either the grievant, the Association or the City may request, within 14 calendar days, that the grievance be referred to the City Manager/City Manager or City Attorney for positions appointed by the City Attorney, or arbitration.

No Adjustment Board or Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as herein above set forth in paragraph (1) of this Section.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board or Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager/City Manager or by the City Attorney for positions appointed by the City Attorney and the Association and accepted by the City Council.

### **24.4 City Manager/City Attorney and Arbitration**

If the grievance is not resolved at the previous step, the grievant, the Association, or the City may within fourteen (14) calendar days, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager/City Manager or

City Attorney for positions appointed by the City Attorney or may request arbitration. If the grievance is submitted to the City Manager or City Attorney, ~~he/she/they~~ will review the facts submitted by the parties, and may request to meet with the parties as part of ~~his/her/their~~ evaluation of the issue(s). The decision of the City Manager or City Attorney -on matters brought before ~~him/her/them~~ shall be final and binding upon the parties.

If arbitration is requested, representatives of the City and of the Association shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator. A hearing before the arbitrator shall be held as soon as practical and the arbitrator shall render a decision which shall be advisory to the ~~City Manager~~ City Manager or City Attorney for positions appointed by the City Attorney. At the Association's request the City Manager or City Attorney -will meet with the Association prior to making a final decision. If the City Manager or City Attorney -declines to follow the arbitrator's decision, within fourteen (14) calendar days of receiving the arbitrator's decision, the City Manager or City Attorney -shall state the reason for doing so in writing. In the event the City Manager or City Attorney has not outlined the reason in writing within fourteen (14) calendar days, the Association will request a clarification meeting with the City Manager or City Attorney.

The cost of arbitration shall be borne equally by the City and the Association.

#### **24.5 Matters excluded from the Grievance Procedure of the Memorandum of Understanding**

In addition to the exclusions set out in the first paragraph of this Section, the following disputes are not subject to resolution through the grievance procedure described in paragraphs 24.1 through 24.4 of this Section: (1) employee disciplinary matters and (2) disputes concerning the application or interpretation of any rule or policy or administrative procedure of the City that is contained in the City Charter, the Civil Service Ordinance, or the Civil Service Rules and Regulations that involve or pertain to the discharge or discipline of an employee or to the City's examination and promotion procedures. The appeal or dispute resolution procedures set forth in the City Charter, the Civil Service Ordinance, or the Civil Service Rules and Regulations that involve or pertain to employee disciplinary matters, the discharge or discipline of an employee, or the City's examination and promotion procedures shall be the exclusive procedures available to resolve such matters.

#### **24.6 Disciplinary or Discharge Appeal Action**

No appeal involving the discipline or discharge of an employee (including non-Civil Service employees represented by ACEA) will be entertained unless it is filed in writing by the Association with the ~~City Manager~~ City Manager or by the City Attorney for positions appointed by the City Attorney or Civil Service Board within seven (7) calendar days from the date of the notification of the action. A copy of the notification of the action shall be sent to the Association.

#### **24.7 Pay Claims**

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than 30 days from the date of filing.

### **Section 25. Outside Employment**

No employee shall engage in employment that constitutes an incompatible activity for the employee or the City. No employee shall engage in outside employment during ~~his/her/their~~ regular working hours. No uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests

by the employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment other than occasional work from other than the City of Alameda without the approval of the ~~City Manager~~City Manager or by the City Attorney for positions appointed by the City Attorney, which may be withheld only if such employment constitutes an incompatible activity for the employee or the City or which would interfere with the employee's ability to perform ~~his~~or her~~their~~ City job.

## **Section 26. Miscellaneous**

### **26.1 Professional Engineer Registration**

The City agrees to pay Professional Engineers who have achieved State Registration, and who are employed by the City in engineer classifications, such as Junior or Assistant, which do not require State Registration as a condition of employment, thirty-five dollars (\$35.00) per month in addition to the affected employee's regular salary. It is understood by both parties that if the requirements for engineer classifications affected by this policy are changed to require State Registration, the thirty-five dollar (\$35.00) payment shall be discontinued for that classification, and that an appropriate salary range for such classification shall be renegotiated.

### **26.2 Educational Reimbursement**

The City shall continue the education reimbursement program which shall be up to seven hundred fifty dollars (\$750.00) each fiscal year (July 1 – June 30).

### **26.3 Break Periods**

All employees will be allowed a fifteen (15) minute break period approximately midway during the first half of any workday and a fifteen (15) minute break period approximately midway during the second half of any workday.

### **26.4 Rest Periods**

The City recognizes that work during the period from 11:00 p.m. to 5:00 a.m. hour interferes with the employee's normal time for sleep, and might endanger a person's health or safety if required to continue with a full regular shift in a tired condition. The City will provide a rest period of one (1) hour for each hour worked between 11:00 p.m. and 5:00 a.m., to be taken after the beginning of the regular scheduled weekday shift, on the same day, without loss of compensation.

Payment for the rest period will be at the regular straight-time rate. In computing the length of a rest period, a minimum of one (1) hour will be credited.

If the work period starts early and terminates prior to 5:00 a.m., the rest period will commence at the beginning of the regular weekday shift. If the work period starts late and continues beyond 6:00 a.m., the employee may be required to continue to work the regular shift, with the rest period deducted from the end of that shift. If the work period extends the full eight (8) hours from 11:00 p.m. to 7:00 a.m., the employee need not report for work on the regular shift until the next workday, in which case, the person will be paid for the full regular shift as if it had been worked.

### **26.5 Certification**

Construction Inspectors who are required by State agencies to be certified and an employee required by the City to engage in pesticide spraying and who is required to have a State certification shall be reimbursed for the fees for such certification excluding licenses required by the Department of Motor Vehicles.

## **26.6 Safety and Employee Well Being**

1. Safety and Employee Well Being are mutual concerns of the City and the Association. The City recognizes its responsibility to maintain safe working environments and health and safety standards in accordance with all applicable guidelines. The Association recognizes its responsibility to encourage employees to work safely and adhere to the City's established safety rules, regulations and practices.
2. When an employee in good faith believes that ~~they~~~~he/she~~ ~~are~~~~is~~ being required to work under unhealthy or unsafe conditions, ~~he/she~~~~they~~ should notify their immediate supervisor. The supervisor should investigate as soon as possible the alleged unhealthy or unsafe conditions and should communicate in a timely manner with the employee as to the results of the investigation. If deemed necessary, steps shall be taken to correct the condition.
3. In those instances where an employee has a complaint arising out of a health or safety condition under the City's responsibility, and where such complaint is not resolved expeditiously at the departmental level, the Risk Manager and the Association's representative shall meet promptly to discuss the matter.
4. The City shall provide safety training and instruction to minimize illness or injury to employees.
5. An employee designated by the Association shall be a member of the City-wide Safety Committee

## **26.7 Mechanics Training**

A mechanic may be eligible to attend up to one (1) week per year City approved Mechanic Training courses or classes and additional courses or classes as approved by Public Works Superintendent.

## **26.8 Bilingual Pay Policy**

In accordance with the City's Bilingual Pay Policy, the Human Resources Department will designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential is one hundred dollars (\$100.00) per month.

## **26.9 Drug Free Work Place**

In January of 2019, or as soon thereafter as is reasonably possible, the parties will commence meeting and conferring in good faith about changes to the City's Drug and Alcohol Testing Policy Pursuant to the Department of Transportation Regulations. These discussions will primarily focus on:

- 1) The update of the City's Drug and Alcohol Testing Policy Pursuant to the Department of Transportation in accordance with Federal Motor Carrier Safety Administration, Department Of Transportation regulations which may include the addition of a self-disclosure policy and program pursuant to Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.121, Employee admission of alcohol and controlled substances use, and;
- 2) Possible improvement to Provision 26.13, Class B License, to address any concerns with the City's present practices to engage in the interactive process should an employee required to possess a commercial driver's license fail to adequately maintain the medical component of the commercial license requirement.



#### **26.10 Nepotism Policy**

At such time as the City meets and confers with the other City bargaining units regarding the Nepotism Policy, the City will meet and confer with the Association.

#### **26.11 Tool Allowance**

An annual tool allowance of up to ~~\$1,250.00~~~~\$850.00~~ per fiscal year will be made available to employees in the classification of Fleet Mechanic and Senior Fleet Mechanic. The annual allowance is for the replacement of those tools worn or broken in the normal course of employment with the City or for the replacement of technologically obsolete tools. Tool replacement is limited to the list of recommended tools (generated by the Department), which shall be reviewed and posted yearly. The purchase of any tool under the reimbursement provision which is not included on the Departments recommended list must be approved in advance.

Reimbursement will be paid only upon submission to the employee's supervisor of a receipt(s) from the current fiscal year. Reimbursement does not carry over between fiscal years. If, in the judgment of the employee's supervisor, a tool is broken through misuse or abuse, it will not be replaced under this provision. In the event the employee and the Superintendent are unable to agree on the replacement of a tool, the Association President may request that the Human Resources Director review the situation.

An employee may also utilize the tool allowance for the purchase of new tools. Such utilization shall only be done with the prior approval of the Fleet Supervisor.

#### **26.12 Class B License**

If a Maintenance Worker II fails to meet the requirement to maintain the medical component of the Class B driver's license and wishes to have the circumstances reviewed in a labor/management committee, prior to action being taken by the Department, ~~he/she~~they must immediately notify ACEA of such request in writing. With prior, written authorization from the employee releasing any confidential medical information, a labor/management committee consisting of two members appointed by ACEA and two members appointed by the City will meet to review the circumstances and see what alternatives are available for the consideration of the Department.

#### **26.13 GPS Technology**

If the City installs and uses global positioning system (GPS) technology on City vehicles to enhance employee safety, assure all vehicles are properly maintained, increase personnel safety, locate disabled or stolen vehicles, and to conduct historical review of employee locations that can provide accuracy and transparency during complaint investigations; the City agrees to meet and confer with ACEA to develop a GPS technology policy no later than 60 days after purchase of such GPS Technology. Components of the policy will include:

1. That all City vehicles will be marked with signage indicating that GPS devices may be in use.
2. That City vehicles equipped with GPS devices may not be monitored in real time when the sole purpose of such monitoring is to discipline employees.
3. A list of classifications that can monitor vehicles equipped with GPS data in real time. An outline of the process by which historical data may be accessed including: the

purpose for access, those that may access the system and those with whom the data may be shared.

#### **26.14 Catastrophic Leave and State Disability Insurance**

In January of 2019, or as soon thereafter as is reasonably possible, the parties will commence meeting and conferring in good faith about changes to the Catastrophic Leave Bank (Section 19.7) and State Disability Insurance (SDI) (Section 26.9). These discussion will focus on the administration and processing of Catastrophic Leave and timelines for employees providing State Disability Insurance checks to the City in order to buy back leave accruals.

#### **26.15 Classification Disputes**

In the event that an employee covered under this MOU does not agree with the findings of a classification study and recommendation, the employee may request to meet with the Human Resources Director to discuss the findings. If, after meeting with the Human Resources Director, the employee still disagrees with the recommendation, the employee may request to meet with the ~~City Manager~~City Manager or the City Attorney for positions appointed by the City Attorney and the City Manager/City Attorney shall meet with the employee and their representative to discuss the findings. The City Manager's or City Attorney's determination to any classification dispute is final and is not subject to the Grievance Procedures set forth in Section 24 of this MOU.

### **Section 27. Severability of Provisions**

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions for any provisions that were rendered or declared illegal.

### **Section 28. Past Practices and Existing Memoranda of Understanding**

- 28.1** Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.
- 28.2** This Memorandum of Understanding shall supersede all other Memoranda of Understanding between the City and the Association.



**SIGNATURE PAGE**  
**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF ALAMEDA**  
**And**  
**ALAMEDA CITY EMPLOYEES ASSOCIATION**

**ALAMEDA CITY EMPLOYEES ASSOCIATION**  
**AFFILIATED WITH OPERATING ENGINEERS,**  
**LOCAL 3, AFL-CIO**

By \_\_\_\_\_ CITY OF ALAMEDA

By \_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

For ACEA

By \_\_\_\_\_

Approved as to form

By \_\_\_\_\_

CITY OF ALAMEDA  
ALAMEDA CITY EMPLOYEES ASSOCIATION

**APPENDIX A**

CODE	CLASSIFICATION	Standard Work Week*	HOURLY								Effective Date
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
3146	Transportation Coordinator	36	44.76	47.01	49.34	51.80	54.38	57.13	59.97	62.97	7/13/2025
3120	Assistant Engineer	36	46.67	49.00	51.43	54.01	56.69	59.54	62.51	65.66	7/13/2025
3075	Senior Construction Inspector	40	43.10	45.24	47.49	49.85	52.35	54.99	57.73	60.62	7/13/2025
3070	Construction Inspector	40	39.98	41.98	44.07	46.28	48.60	51.03	53.57	56.28	7/13/2025
3110	Junior Engineer	36	40.25	42.25	44.37	46.60	48.94	51.37	53.95	56.64	7/13/2025
3020	Senior Engineering Aide	36	35.04	36.77	38.59	40.54	42.58	44.68	46.91	49.28	7/13/2025
3030	Senior Draftsperson	36	31.77	33.35	35.02	36.78	38.61	40.52	42.56	44.71	7/13/2025
3015	Engineering Aide	36	30.96	32.49	34.12	35.84	37.63	39.51	41.49	43.56	7/13/2025
7789	Street Light Maintenance Technician	40	45.02	47.27	49.63	52.12	54.72				7/13/2025
2570	Traffic Signal/Pump Station Maintenance Technician	38	37.09	38.93	40.86	42.90	45.06	47.32	49.68	52.17	7/13/2025
2570	Traffic Signal/Pump Station Maintenance Technician	40	37.09	38.93	40.86	42.90	45.06	47.32	49.68	52.17	7/13/2025
2370	Senior Fleet Mechanic	40	36.85	38.69	40.64	42.68	44.80	47.06	49.41	51.85	7/13/2025
2360	Fleet Mechanic	40	36.00	37.78	39.67	41.65	43.74	45.93	48.23	50.61	7/13/2025
2380	Fleet Services Coordinator	40	30.19	31.70	33.28	34.94	36.69	38.52	40.45	42.48	7/13/2025
2555	Public Works Maintenance Foreperson	40	34.88	36.60	38.46	40.36	42.36	44.48	46.72	49.04	7/13/2025
2530	Early Morning Street Sweeper Operator	40	34.17	35.90	37.66	39.53	41.51	43.58	45.78	48.07	7/13/2025
2520	Maintenance Worker II	40	32.52	34.15	35.86	37.65	39.52	41.50	43.57	45.76	7/13/2025
2510	Maintenance Worker I	40	28.10	29.52	30.99	32.53	34.17	35.87	37.67	39.55	7/13/2025
4085	Lead Parking Technician	40	34.88	36.60	38.46	40.36	42.36	44.48	46.72	49.04	7/13/2025
4084	Parking Technician	40	26.62	28.00	29.37	30.84	32.38	34.00	35.71	37.49	7/13/2025
3330	Waste Management Specialist	36	37.18	39.07	41.02	43.07	45.22	47.47	49.83	52.33	7/13/2025
3320	Recycling Technician	36	31.04	32.61	34.21	35.94	37.73	39.62	41.60	43.70	7/13/2025
1660	Telecom Maintenance Technician	36	37.43	39.30	41.27	43.33	45.51	47.77	50.16	52.66	7/13/2025
6040	Planner III	36	52.16	54.80	57.53	60.40	63.41	66.57	69.90	73.41	7/13/2025
6030	Planner II	36	43.26	45.43	47.67	50.06	52.55	55.19	57.96	60.86	7/13/2025
6020	Planner I	36	37.61	39.50	41.47	43.55	45.71	48.00	50.41	52.91	7/13/2025
3235	Plans Examiner	36	45.78	48.04	50.44	52.97	55.60	58.43	61.30	64.38	7/13/2025
3242	Senior Combination Building Inspector	36	45.74	48.04	50.45	52.97	55.62	58.41	61.31	64.40	7/13/2025
3243	Combination Building Inspector II	36	43.58	45.74	48.04	50.45	52.97	55.60	58.40	61.31	7/13/2025
3244	Combination Building Inspector I	36	39.28	41.25	43.30	45.48	47.74	50.13	52.64	55.27	7/13/2025
3246	Senior Code Enforcement Officer	36	44.73	46.95	49.32	51.77	54.35	57.07	59.93	62.93	7/13/2025
3247	Senior Fire Code Compliance Officer	36	44.73	46.95	49.32	51.77	54.35	57.07	59.93	62.93	7/13/2025
2077	Code Enforcement Officer	36	39.28	41.25	43.30	45.48	47.74	50.13	52.64	55.27	7/13/2025
3274	Permit Technician III	36	33.41	35.05	36.82	38.66	40.60	42.63	44.78	47.01	7/13/2025
3270	Permit Technician II	36	31.81	33.43	35.06	36.83	38.68	40.61	42.64	44.80	7/13/2025
3000	Permit Technician I	36	28.10	29.53	30.97	32.55	34.15	35.87	37.66	39.55	7/13/2025
1755	Reconstruction Specialist II	36	43.40	45.57	47.85	50.25	52.75	55.41	58.17	61.08	7/13/2025
1775	Program Specialist II	36	41.30	43.35	45.53	47.80	50.20	52.70	55.36	58.12	7/13/2025
1785	Development Specialist II	36	41.30	43.35	45.53	47.80	50.20	52.70	55.36	58.12	7/13/2025
1760	Reconstruction Specialist I	36	37.01	38.84	40.80	42.83	45.00	47.23	49.59	52.07	7/13/2025
1770	Program Specialist I	36	37.01	38.84	40.80	42.83	45.00	47.23	49.59	52.07	7/13/2025
1780	Development Specialist I	36	37.01	38.84	40.80	42.83	45.00	47.23	49.59	52.07	7/13/2025
6642	Housing Specialist II	36	41.30	43.35	45.53	47.80	50.20	52.70	55.36	58.12	7/13/2025
5115	Recreation Services Specialist	40	35.03	36.79	38.62	40.54	42.57	44.72	46.94	49.28	7/13/2025
5114	Recreation Assistant	40	28.55	29.99	31.49	33.05	34.69	36.43	38.26	40.19	7/13/2025
5230	Park Maintenance Foreperson	40	34.88	36.60	38.46	40.36	42.36	44.48	46.72	49.04	7/13/2025
5160	Park Maintenance Equipment Operator	40	28.81	30.22	31.75	33.32	35.00	36.74	38.58	40.50	7/13/2025
5261	Park Maintenance Worker II	40	32.52	34.15	35.86	37.65	39.52	41.50	43.57	45.76	7/13/2025
5260	Park Maintenance Worker	40	28.10	29.52	30.99	32.53	34.17	35.87	37.67	39.55	7/13/2025
7120	Gardener	40	26.31	27.60	29.00	30.44	31.96	33.56	35.23	36.99	7/13/2025
3540	Senior Librarian	37.5	39.65	41.63	43.71	45.90	48.20	50.59	53.13	55.81	7/13/2025
3530	Librarian	37.5	36.20	38.01	39.92	41.90	44.01	46.19	48.52	50.93	7/13/2025
3515	Library Technician	37.5	27.45	28.67	30.27	31.76	33.35	35.02	36.78	38.60	7/13/2025
3512	Intermediate Library Clerk	37.5	20.20	21.20	22.28	23.37	24.54	25.77	27.04	28.41	7/13/2025
4069	Police Records Specialist	36	26.84	28.15	29.55	31.03	32.59	34.20	35.93	37.71	7/13/2025
4080	Police Maintenance Technician	38	31.42	33.01	34.64	36.38	38.20	40.10	42.11	44.22	7/13/2025
1669	Fire Info. & Billing Systems Specialist	36	37.27	39.14	41.08	43.14	45.29	47.55	49.94	52.44	7/13/2025
7620	Marketing Assistant	36	28.67	30.13	31.62	33.19	34.86	36.59	38.43	40.35	7/13/2025
7565	Lead Customer Service Representative	40	32.11	33.69	35.38	37.15	39.04	40.97	43.03	45.19	7/13/2025

\*Indicates hours in classification's standard workweek; employees actual work week may differ with department approval.  
Last modified on 6/5/2025 by SW

CITY OF ALAMEDA  
ALAMEDA CITY EMPLOYEES ASSOCIATION

CODE	CLASSIFICATION	Standard Work Week*	HOURLY								Effective Date
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
7360	Customer Service Representative	40	29.18	30.63	32.18	33.79	35.49	37.27	39.14	41.08	7/13/2025
7380	Support Services Clerk II	36	25.99	27.28	28.63	30.09	31.57	33.14	34.80	36.53	7/13/2025
7385	Support Services Clerk I	36	22.45	23.59	24.79	26.02	27.30	28.65	30.11	31.59	7/13/2025
7312	Computer Services Operator	36	27.78	29.15	30.61	32.15	33.76	35.43	37.24	39.10	7/13/2025
7330	Meter Reader	37.5	27.76	29.14	30.60	32.13	33.72	35.41	37.22	39.08	7/13/2025
1346	Engineering Office Assistant	36	30.18	31.68	33.28	34.94	36.69	38.53	40.46	42.49	7/13/2025
1340	Senior Clerk	36	28.89	30.33	31.84	33.43	35.12	36.85	38.69	40.64	7/13/2025
1310	Intermediate Clerk	36	26.84	28.15	29.55	31.03	32.59	34.20	35.93	37.71	7/13/2025
1500	Telephone Operator-Receptionist	36	23.75	24.92	26.16	27.47	28.88	30.32	31.83	33.42	7/13/2025
1625	Accounting Technician	36	32.70	34.34	36.06	37.85	39.74	41.72	43.82	46.03	7/13/2025
1620	Senior Account Clerk	36	29.65	31.14	32.70	34.34	36.06	37.85	39.74	41.72	7/13/2025
1610	Account Clerk	36	27.23	28.58	30.03	31.52	33.09	34.75	36.47	38.31	7/13/2025
2020	Laborer	40	23.41	24.58	25.81	27.10	28.45	29.87	31.37	32.94	7/13/2025
2005	Custodian	40	24.85	26.09	27.39	28.79	30.21	31.74	33.31	34.98	7/13/2025