



MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA

And

ELECTRIC UTILITY PROFESSIONALS of ALAMEDA

Beginning July 1, 2025 and ending June 30, 2027

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And
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TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING	5
Section 1. Recognition	5
1.1 Association Recognition	5
1.2 City Recognition	5
Section 2. Association Security	5
2.1 Dues Deduction	5
2.2 Association Authorization Forms	6
2.3 Employee List	6
2.4 Employee Rights.....	6
Section 3. Association Representatives	6
Section 4. Access to Work Locations	6
Section 5. Use of City Facilities.....	7
Section 6. Bulletin Boards	7
Section 7. Advance Notice.....	7
Section 8. City Rights.....	7
Section 9. No Discrimination	8
Section 10. Hours of Work	8
10.1 Work Day & Workweek	8
10.2 Remote Work Policy	8
Section 11. Overtime, Call Back, Acting Pay	8
11.1 Overtime Authorization	8
11.2 Overtime/Comp Time Off.....	8
11.3 Acting Pay	9
11.4 Supervisory Premium Pay.....	9
11.5 Additional Duties Pay	9
11.6 Management Leave.....	10
Section 12. Salaries.....	10
12.1 Rates of Pay	10
12.2 Starting Rate	11
12.3 Step Increases	11
12.4 Conversion Rate	11
12.5 Salary Upon Promotion	12
12.6 Deferred Compensation	12
12.7 Equity Adjustments	12
12.8 One-Time Lump Sum Longevity/Retention Payments	13
Section 13. Health and Welfare	15
13.1 Flexible Benefits	15
13.2 Dental Insurance	16
13.3 Life Insurance	16
13.4 Flexible Spending Accounts (FSA); IRC Section 125 Plans.....	17
13.5 Employee Assistance Program.....	17
13.6 Long Term Disability Insurance.....	17
13.7 ACA Reopener	17
Section 14. Retirement Plan	17
14.1 California Public Employees Retirement System (CalPERS) Classic Membership	17
14.2 CalPERS New Membership	18

14.3	CalPERS Retiree Medical	18
14.4	CalPERS Additional Service Credit	18
Section 15. Holidays.....		18
15.1	Reduced Workday on the Day before the Observed Holiday of Thanksgiving Day	19
Section 16. Vacation.....		19
16.1	Vacation Scheduling.....	20
16.2	Vacation Benefits.....	20
16.3	Vacation Accumulation	21
16.4	Vacation Pay at Termination	21
16.5	Probationary Employees	21
16.6	Vacation Sell Back.....	21
Section 17. Sick Leave		22
17.1	Benefits	22
17.2	Notification Requirement	22
17.3	Doctor's Certificate or Other Proof.....	22
17.4	Illness in the Immediate Family	22
17.5	Sick Leave During Probationary Period	22
Section 18. Leaves of Absence		22
18.1	Leave Without Pay	23
18.2	Jury Duty	23
18.3	Military Leaves of Absence	23
18.4	Parental/Family/Medical & Other Protected Leave Rights	23
18.5	Industrial Disability Leave	23
18.6	Funeral Leave.....	24
18.7	Catastrophic Leave Bank	24
Section 19. Probationary Period.....		25
Section 20. Layoff and Reemployment – Furloughs		26
Section 21. Alternatives to Layoff		27
Section 22. Discharge		27
22.1	Right of Discharge	27
22.2	Appeals.....	27
Section 23. Personnel Files		27
Section 24. Grievance Procedure.....		28
24.1	Initial Discussions	28
24.2	Referral to City Manager.....	28
24.3	Adjustment Board.....	28
24.4	City Manager and Arbitration	29
24.5	Matters excluded from the Grievance Procedure of the Memorandum of Understanding	29
24.6	Disciplinary Action	29
24.7	Pay Claims	29
Section 25. Outside Employment.....		29
Section 26. Miscellaneous		29
26.1	Break Periods.....	29
26.2	Bilingual Pay Policy.....	29
26.3	Drug Free Work Place.....	30
26.4	State Disability Insurance	30
26.5	Educational Reimbursement.....	30
26.6	Professional Leave	30
26.7	Management Development.....	30
Department will include funds to be used for training and conferences in their annual		

budget as long as City funding allows.	30
26.8 Travel and Meal Expenses	30
26.9 GPS Technology	30
26.10 Labor Management Committee.....	30
26.11 Safety Shoes/Boots	31
Section 27. Separability of Provisions	32
Section 28. Past Practices and Existing Memoranda of Understanding	32
APPENDIX A	34
34	
APPENDIX B: Education Reimbursement Policy	35

MEMORANDUM OF UNDERSTANDING
Between
CITY OF ALAMEDA
And
ELECTRIC UTILITY PROFESSIONALS OF ALAMEDA

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 joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2025 and ending June 30, 2027.

Section 1. Recognition

1.1 Association Recognition

Electric Utility Professionals of Alameda, hereinafter referred to as the "Association", is the recognized employee organization for the classifications listed in Appendix A, certified as of February 23, 2014, pursuant to the letter from the Assistant City Manager dated February 12, 2014.

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 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.

2.4 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.

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. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

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 shall not enter any work location without the consent of the City Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

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.

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, unless such use is previously approved by the General Manager or their designee.

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/or Public Utilities Board and shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council and/or Public Utilities Board 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 (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities, against an 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

The standard workweek for the City shall be Sunday 12:01 AM to the following Sunday 12:00 AM which aligns with the City's declared Fair Labor Standards Act (FLSA) work period. Specific employee work schedules, hours and days of work may vary, however, all full-time employees shall be hired to work thirty-six (36) hours in a standard workweek.

Full-time employees may be hired or change their schedule to work forty (40) hours, Thirty-Eight (38) hours or Thirty-Seven and one half (37.5) hours in a standard workweek only with the approval of the Department Head and City Manager.

Employees working thirty-six (36) hours in a week shall work a fixed compressed schedule which allows the employee to complete their weekly scheduled hours in four consecutive days. This schedule can be changed only with the approval of the Department Head and City Manager.

Effective the first full pay period following ratification of this successor MOU by EUPA and approval by City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, the City and EUPA agree that employees in the classification of Line Superintendent will be assigned to work forty (40) hours in a standard workweek.

10.2 Remote Work Policy

The City agrees to meet and confer with EUPA 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 departments' operational/business requirements. In the event that an employee's written request to work from home is denied, the General Manager shall provide a written reason for such denial with a copy to the Association. If an employee does not agree with the reasons set forth in the General Manager's denial they may submit a written appeal of such denial to the General Manager and the Human Resources Director. The General Manager and Human Resources Director will discuss with the City Manager. The City Manager's decision on appeal shall be final.

Section 11. Overtime. Call Back. Acting Pay

11.1 Overtime Authorization

All overtime must be authorized by the City Manager or their designated representative in advance of being worked.

11.2 Overtime/Comp Time Off

Any authorized time worked other than the FLSA non-exempt employee's workweek 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.

Compensatory time may be accumulated up to eighty(80) hours. Compensatory time off may be taken by mutual agreement of the employee and the supervisor. Compensatory time exceeding forty (40) hours, up to a maximum of forty (40) hours, will be cashed out on the last pay date of the fiscal year.

11.3 Acting Pay

To qualify for an acting assignment, employees must have a combination of education and experience that demonstrates 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 qualified and assigned by the employee's supervisor and approved by the Department Head and the City Manager 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.

Continuous acting assignments shall be compliant with CalPERS regulations and the City will check in with the impacted employee, and, at the employee's request, a EUPA representative, after six (6) months.

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.

11.4 Supervisory Premium Pay

An employee assigned to the Executive Assistant-AMP (code 7003) classification, who is routinely and consistently assigned by the employee's supervisor and approved by the Department Head and City Manager, to a supervisory position over other employees, subordinate classifications, or City sponsored program participants, may be paid an additional 5% of base salary as Supervisory Premium Pay.

11.5 Additional Duties Pay

An employee who is assigned by the employee's supervisor and approved by the Department Head and City Manager to perform duties that are substantially above and outside their normal classification, the employee 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 outside of their job description.

In the event a continuous additional duties assignment extends for more than six (6) months, the City and the impacted employee, and, at the employee's request, a EUPA representative, will

meet to discuss the parameters of the extended continuous additional duties assignment.

Employees may be assigned additional duties on a continuous or intermittent basis. 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 perform continuous or intermittent additional duties.

11.6 Management Leave

Management employees will receive 27 hours of management leave on the first pay date of the fiscal year in recognition of extra hours worked attending meetings, performing work after hours and completing projects. Unused leave cannot be cashed out or carried over to the next fiscal year and must be used by the last pay date of the same fiscal year in which the time was granted. Leave will be prorated for new managers based on start date. The hourly members of the Association who are not eligible for management leave, will be eligible for overtime compensation.

Upon department head and City Manager approval, employees may request up to three (3) additional days, in commensuration with their daily schedule, of management leave per fiscal year. For example, an employee who works thirty-six (36) hours per week may request up to an additional 27 hours of management leave per fiscal year. Additional management leave cannot be cashed out or carried over to the next fiscal year.

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 1.0% and a maximum of 5.0%. The minimum 1.0% increase to base wages will take effect the first full pay period following ratification of this successor MOU by EUPA and approval by 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. 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 1.0% and a maximum of 5.0%. The minimum 1.0% increase to base wages will take effect the first full pay period following 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.

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 may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

12.3 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. 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 at any time determines that it is in the City's interest, he may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager 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 disapproves.

Step 3 upon completion of twelve (12) months' service in Step 2 unless the City Manager disapproves.

Step 4 upon completion of twelve (12) months' service in Step 3 unless the City Manager disapproves.

Step 5 upon completion of twelve (12) months' service in Step 4 unless the City Manager disapproves.

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

Upon completion of each twelve (12) months of service, an employee shall be assigned to the next progressive step within their respective classification until the top step or maximum salary is obtained.

12.4 Conversion Rate

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

All such conversions are to be applied in manners consistent with and authorized by State and Federal law including applicable salary test and other provisions of the FLSA. 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.

12.5 Salary Upon Promotion

Any employee who is promoted to a higher job classification shall receive the nearest higher annual or hourly salary (as applicable) in the new classification's salary range. This salary shall not be less than five percent (5%) more than their then current salary nor above the top step of the higher classification.

12.6 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 the Mission Square, Nationwide and CalPERS (VOYA) to provide a 457 program.

12.7 Equity Adjustments

Effective the first full pay period following ratification of this successor MOU by EUPA 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 EUPA classification of, and all employees employed by the City in the classification of, Line Superintendent (7702), shall receive an equity salary increase of 18% of base pay.

Effective the first full pay period following ratification of this successor MOU by EUPA 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 EUPA classification of, and all employees employed by the City in the classification of, Electrical Equipment Superintendent (7711), shall receive an equity salary increase of 18% of base pay.

Effective the first full pay period following ratification of this successor MOU by EUPA 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 EUPA classification of, and all employees employed by the City in the classification of, **Compliance & Safety Superintendent - AMP** (7709), shall receive an equity salary increase of 12.54% of base pay.

Effective the first full pay period following ratification of this successor MOU by EUPA 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 EUPA classification of, and all employees employed by the City in the classification of, **Electrical Distribution Technician** (7250), shall receive an equity salary increase of 7.41% of base pay.

Effective the first full pay period following ratification of this successor MOU by EUPA 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 EUPA classification of, and all employees employed by the City in the classification of, **Distribution Engineer** (7260), **Electrical Engineer** (7230), and **Senior Electrical**

Engineer (7210), shall receive an equity salary increase of 8.51% of base pay.

Effective the first full pay period following ratification of this successor MOU by EUPA 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 EUPA classification of, and all employees employed by the City in the classification of, **Engineering Manager** (7200), shall receive an equity salary increase of 11.89% of base pay.

Effective the first full pay period following ratification of this successor MOU by EUPA 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 EUPA classification of, and all employees employed by the City in the classification of, **Finance & Billing Manager** (7495), shall receive an equity salary increase of 1.80% of base pay.

Effective the first full pay period following ratification of this successor MOU by EUPA 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 EUPA classification of, and all employees employed by the City in the classification of, **Energy Resources Analyst** (7075) and **Senior Energy Resources Analyst** (7073), shall receive an equity salary increase of 1.81% of base pay.

Effective the first full pay period following ratification of this successor MOU by EUPA 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 EUPA classification of, and all employees employed by the City in the classification of, **Support Services Manager** (7105), shall receive an equity salary increase of 2.90% of base pay.

Effective the first full pay period following ratification of this successor MOU by EUPA 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 EUPA classification of, and all employees employed by the City in the classification of, **Executive Assistant - AMP** (7003), shall receive an equity salary increase to match the MCEA classification of Executive Assistant (1560) salary.

In January 2026, the City and EUPA will conduct a total compensation survey for all EUPA classifications. The parties agree to use a third-party vendor to conduct the total compensation survey at AMP's expense. Following completion of the total compensation survey, but no later than March 1, 2026, the City and EUPA will meet and discuss the results of the total compensation survey. Job classifications which fall below the median shall be adjusted to the median retroactive to the first full pay period following January 1, 2026.

In January 2027, the City and EUPA will conduct a total compensation survey for all EUPA classifications. The parties agree to use a third-party vendor to conduct the total compensation survey at AMP's expense. Following completion of the total compensation survey, but no later than March 1, 2027, the City and EUPA will meet and discuss the results of the total compensation survey. Job classifications which fall below the median shall be adjusted to the median retroactive to the first full pay period following January 1, 2027.

12.8 One-Time Lump Sum Longevity/Retention Payments

The City agrees to provide eligible unit members with a one-time lump sum longevity/retention payment each fiscal year for a maximum of two (2) lump sum payments during the term of this MOU. These lump sum payments are limited to the term of this agreement, effective July 1, 2025, through June 30, 2027, and shall be determined based on each unit member's completed years of service with the City.

Effective the first full pay period following ratification of this successor MOU by EUPA and approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, unit members with the following completed years of service as of July 1, 2025, shall receive a one-time lump sum payment:

Completed Years of Service	Lump Sum Payment Amount
3 years	\$4,500
4 years	\$6,000
5 years	\$7,500
6 years	\$9,000
7 years	\$10,500
8 years	\$12,000
9 years	\$13,500
Ten (10) or more years	\$15,000

Effective the first full pay period following July 1, 2026, unit members with the following completed years of service as of July 1, 2026, shall receive a one-time lump sum payment:

Completed Years of Service	Lump Sum Payment Amount
3 years	\$4,500
4 years	\$6,000
5 years	\$7,500
6 years	\$9,000
7 years	\$10,500
8 years	\$12,000
9 years	\$13,500
Ten (10) or more years	\$15,000

Note: These one-time lump sum payments are provided only for the duration of this MOU, effective July 1, 2025, through June 30, 2027, and shall not continue beyond its expiration unless expressly extended or modified in a successor agreement.

Section 13. Health and Welfare

The City will make available medical, dental and life insurance for eligible employees through a contribution to the Flexible Benefits Amount.

13.1 Flexible Benefits

Two different structures for the medical component of the Flexible Benefits Amount will be provided to employees, based on their date of hire as outlined below.

Employees who were hired by the City of Alameda on or before January 2, 2007 and are currently covered under Plan A or Plan B as outlined below may choose to move to Plan B during open enrollment or due to a qualifying event. Once Plan B is chosen, the employee will not have the ability to move back into Plan A. All employees promoted from another bargaining unit or hired or promoted into the EUPA bargaining unit after January 2, 2007 shall be covered under Plan B.

Plan A

Under Plan A, the City will make the following contributions per month per eligible employee toward the Flexible Benefits Amount for health insurance. These amounts include the PEMHCA statutory minimum contribution as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

Coverage Level	Maximum City Contribution	Cash Back Amt.
No coverage (0 party) -	\$ 869.43	\$ 869.43
Employee only -	\$1,788.58	\$ 530.74
Employee + 1 -	\$1, 811.81	\$ 176.05
Employee + 2 or more dependents-	\$1,825.76	\$ 0

The cash back amounts are maximums. The actual cash back is dependent on the plan selected by the employee.

If an employee chooses to be covered by a higher cost medical plan, they will be responsible for paying the difference in the cost for that medical plan. If an employee elects no medical coverage through the City and can document they have alternative medical coverage, they will be eligible for cash back at the "No coverage" rate. If an employee elects to have health coverage, the amount of cash back is determined based upon the City's Medical Contribution less the cost of the medical plan chosen by the employee. Employees receiving cash back will continue to be eligible to receive it. The amount of cash back will not increase from current levels; however, the amount of cash back an employee receives may change as a result of a change in enrollment based on coverage level. The cash back amounts will not be increased as premiums rise.

Plan B

Under Plan B, the City will make the following contributions per month per eligible employee toward the Flexible Benefits Amount for health insurance. These amounts include the PEMHCA statutory minimum contribution as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

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

The maximum medical premium contribution rate for 2025 are as follows:

Single Party (Employee Only):	\$1,284.74 per month
Two-Party (Employee +1 Dependent):	\$2,236.84 per month
Family (Employee +Family):	\$2,808.11 per month

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.

During the term of this agreement, the City agrees to cover Vision Insurance premiums for employees who elect vision coverage through the City. However, the City's maximum contribution towards the combined Medical and Vision Insurance premiums shall not exceed the maximum medical premium contributions for Plan B participants set forth in this section. The City does not make any representations with respect to the tax implications of this change but the City will make all reasonable efforts to implement this change such that it does not result in taxable income to employees.

If an employee chooses to be covered by a higher cost medical plan, they will be responsible for paying the difference in the cost for that medical plan. If an employee elects no medical coverage through the City and can document they have alternative medical coverage, they will be eligible for cash back at the "No coverage" rate. If an employee elects to have health coverage, the amount of cash back is determined based upon the City's Medical Contribution less the cost of the medical plan chosen by the employee. Employees receiving cash back will continue to be eligible to receive it. The amount of cash back will not increase from current levels; however, the amount of cash back an employee receives may change as a result of a change in enrollment based on coverage level. The cash back amounts will not be increased as premiums rise.

*The amounts indicated above under Plan A and Plan B 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.

Following the expiration of this MOU, the amount of money allocated to the Flexible Benefit Amount for medical benefits shall remain the same, unless agreed to in a successor MOU.

13.2 Dental Insurance

The City will make the necessary contributions per month per eligible employee toward the Flexible Benefits 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 program will be improved to the \$2600/\$2500 plan per employee and eligible dependent for annual dental care and lifetime orthodontic care.

13.3 Life Insurance

The City shall provide each employee with a one hundred thousand dollars (\$100,000) life insurance program. This coverage will be mandatory for all employees. Any increase in premium shall cause a like increase in the Flexible Benefit Amount.

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 agrees to provide a Flexible Spending Account (FSA), as allowed under Section 125 of the Internal Revenue Code that will allow an employee to elect a specified amount of pre-tax contributions to be used for employment related expenses.

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 for all employees in the Association, 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 Plan at no cost to all employees covered under this Memorandum of Understanding.

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 liability 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 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 the 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 and 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 the California Public Employees Retirement System (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 20965 of the California Government Code.

Section 15. Holidays

Represented employees shall be entitled to take eleven (11) authorized City holidays at full pay, provided they are in a paid status for the full schedule of hours on both their regularly scheduled work days immediately preceding and following the holiday (this includes an employee on industrial disability). Employees shall also be granted four (4) Floating Holidays, based on their standard workweek, on the first pay date of each Fiscal Year. All Floating Holidays must be used 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.

For the purpose of this Section, employees with a standard workweek of 36/37.5 hours over four days shall be entitled to 9 hours per holiday and employees with a standard workweek of 38/40 hours shall be entitled to 9.5 hours per holiday. Employees with approval to work an alternative schedule will receive hours for each holiday commensurate with their standard daily schedule unless agreed to otherwise. 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.

New employees shall be provided prorated floating holidays based on the number of days remaining in the Fiscal Year on their date of hire. For example, an employee entitled to earn nine (9) hours per holiday with a hire date of September 1, 2025 would have their floating holidays prorated and calculated as follows:

Total Floating Holiday Hours per Fiscal Year: 36Hours

Total Days remaining in the Fiscal Year: 303 Days (365 – 62)

% of Days Remaining in the Fiscal Year: 83.01% (303 Days Remaining ÷ 365 Total Days)

Prorated Floating Holidays Hours to New Employee: 29.88 Hours (36 hours x 83.01%)

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) 4 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 Saturday or Sunday have the discretion to determine the day on which to observe the holiday and may, with 14 calendar days advance notice, modify the work schedule of employees for that week.

If one of the holidays listed above is observed by the City during an employee's vacation or normal day off holiday hours for such day shall be added to the employee's floating holiday bank, to be used by the last pay date of the Fiscal Year.

If an employee is required to work on a holiday, the holiday hours for such day shall be added to the employee's floating holiday bank, to be used by the last pay date of the Fiscal Year.

Unused holidays cannot be cashed out.

15.1 Reduced Workday on the Day before the Observed Holiday of Thanksgiving 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.

Section 16. Vacation

16.1 Vacation Scheduling

The times during the calendar year at which an employee shall take vacation shall be determined by the City Manager or the designated representative with due regard to the wishes of the employee and particular regard to the need of the City. All employees shall, on a form provided by the City, indicate their preference for vacation periods during November and December of each previous calendar year. Preference of vacation date shall be given to employees according to their length of service in as reasonable a manner as possible. The City 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.

16.2 Vacation Benefits

Vacation benefits will be accrued on an hour for hour basis with accruals earned for each hour paid. Paid time/status excludes any overtime. Every employee, on the most recent anniversary date of their employment shall be entitled to a vacation as follows:

Years of Service	Yearly Vacation Accrual (Hours per Year)	
	36/37.5 Hours Per Week Standard Work Week	38/ 40 Hours Per Week Standard Work Week
1 - < 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

As an exception to the foregoing, the City Manager is authorized to award a new employee a starting vacation accrual rate and/or front loading of a portion of that accrual which recognizes that said employee has left a similar position with another employer where they had earned a greater amount of vacation benefits than the entry step of the foregoing schedule provides. Said

accrual rate shall increase upon the employee reaching the service time provided in the foregoing schedule. Front loading of vacation accrual shall result in an employee not accruing additional vacation until his/her service time is equal to that in order to generate the amount of front loaded vacation. At that time, accrual shall commence at the awarded rate. The provisions of this section are intended to apply in those instances where an incentive is needed to secure the most qualified candidates.

16.3 Vacation Accumulation

No employee may accumulate more than 75 hours of vacation at any one time in addition to the employee's annual vacation entitlement. City Manager is empowered to pay off excess vacation based on Henry vs. Amrol. 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, on a case by case basis.

16.4 Vacation Pay at Termination

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

16.5 Probationary Employees

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

16.6 Vacation Sell Back

Employees who have completed Fifteen (15) years of service with the City may "sell back" up to two weeks (72 hours based on a standard work week of 36 hours) 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 forms required by Human Resources each year..

Effective December 2019, and during the month of December of each year thereafter, 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 months 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 17. Sick Leave

17.1 Benefits

Sick leave benefits will be accrued on an hour by hour basis with accruals earned for each hour paid. Paid time/ status excludes any overtime and/or compensatory time worked. 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.

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 or medical appointments. 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 of premium due and the agreed to forms advising such employee of any applicable benefits.

17.2 Notification Requirement

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

17.3 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. Proof of illness in the form of a doctor's certificate or an advice nurse statement shall not be required at any time before an employee has used fifty percent (50%) of their annual sick leave accrual in a calendar year.

17.4 Illness in the Immediate Family

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

17.5 Sick Leave During Probationary Period

Employees on original probation shall be eligible to use their accrued sick leave upon employment.

Section 18. Leaves of Absence

18.1 Leave Without Pay

The City Manager 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. Such leave shall normally be granted to permit the employee to engage in activities that will increase their 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 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.

18.2 Jury Duty

An employee summoned to jury duty shall inform their supervisor and, if required to serve, may be absent from duty with full pay for that time required to serve.

18.3 Military Leaves of Absence

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

18.4 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.

18.5 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 Worker's Compensation payments to the employee. An employee shall determine which of their accrued leaves be used for integration. Available leaves for integration include sick leave, vacation, holiday or compensatory time to supplement Workers' Compensation payments. Except for benefits as 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.

18.6 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 the funeral and attend same, not to exceed four (4) regularly scheduled working days. 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 parent, any persons sharing the relationship of in loco parentis, sibling, sibling's child, parent's sibling, spouse, domestic partner, child, parent-in-law, child-in-law, sibling-in-law, grandparents, grandchild, step-parents or stepchildren 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 the funeral and attend same, not to exceed four (4) regularly scheduled working days.

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.

18.7 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 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 Manager or 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 initial City probationary period. Sick leave may be donated by any regular full time employee who has completed his/her initial City probationary period if the donating employee is also concurrently donating the equivalent amount of vacation or compensation time off and is allowable by the IRS (for example: employee donating 20 hours of sick leave must also donate 20 hours of vacation or compensation time).
- b. Time donated will be converted from vacation allowable sick leave as required in a above 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.
- c. 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.
- d. Initial leave time donations must be a minimum of one work shift. An employee cannot donate leave hours that would reduce his/her vacation balance to less than one week.
- e. The use of donated leave hours will be in consecutive one-shift increments.
- f. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- g. 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.
- h. Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.
- i. For the purpose of the Section, "immediate family member" as referenced under Eligibility shall be defined as provided for in Section 18.6.
- j. Under extenuating and extraordinary circumstances and upon recommendation of the Human Resources Director the City Manager may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice or precedence.

It is further understood that Catastrophic Leave will not apply to employees receiving Workers Compensation or SDI benefits. These issues are under legal review and may require further explanation and amendment.

Section 19. 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 new employees is twelve (12) months. The probationary period for existing employees who have completed probation and are moving to a different classification at the City is six (6) 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.

During the probationary period, an employee may be rejected at any time by the City Manager 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 20. Layoff and Reemployment – Furloughs

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. Permanent 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 permanent 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 in the City;
- (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 they would have had if 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.

Section 21. Alternatives to Layoff

During recently concluded negotiations with the EUPA bargaining unit, the parties agreed that if the City were faced with a need to reduce costs and was planning to lay off employees, it would be appropriate for the parties to meet to discuss alternative cost reduction measures that could be taken. The objective would be to find steps that could be taken by the parties to eliminate the need for or reduce the extent of layoffs of bargaining unit members while preserving service delivery to the public.

Section 22. Discharge

22.1 Right of Discharge

The City shall have the right to discharge any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe 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 permanent employee feels they have been unjustly discharged, they shall have the right to appeal 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 their discharge in writing.

Section 23. Personnel Files

An employee or 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 they have a grievance may discuss their complaint with the top management official in the department in which they work, or with such subordinate management official as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit their grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which they are assigned, the procedures hereafter specified may be invoked.

24.2 Referral to City Manager

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 City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. 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. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Adjustment Board.

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 three (3) employee representatives, and three (3) representatives of the City. The Association shall be an indispensable party to any grievance which is submitted to the Adjustment Board. Any party desiring an official transcript of the Adjustment Board hearing shall bear the cost of same.

If an Adjustment Board is unable to arrive at a majority decision, either the grievant, the Association or the City may request that the grievance be referred to the City Manager, 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 and the Association.

24.4 City Manager and Arbitration

If the grievance is not resolved at the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and of the Association shall meet promptly 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. If the City Manager declines to follow the arbitrator's decision, the City Manager shall state the reason for doing so in writing. 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

Employee disciplinary matters, and in those cases where the matter concerns any rule or policy or administrative procedure of the City contained in the City Charter, the Civil Service Ordinance, or the Civil Service Rules and Regulations which are adopted pursuant to the City Charter, which provisions pertain to discharge, discipline, and examination and promotion procedures, the appeal procedures contained therein shall be utilized.

24.6 Disciplinary Action

No grievance involving the discipline of an employee will be entertained unless it is filed in writing by the Association with the City Manager or Civil Service Board within seven (7) calendar days from the date of the notification of the action. A copy of the notification 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 thirty (30) days from the date of filing.

Section 25. Outside Employment

No full-time employee shall engage in employment that constitutes a conflict for the employee or the City. No employee shall engage in outside employment during his/her 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, which may be withheld only if such employment constitutes a conflict for the employee or the City or which would interfere with the employee's ability to perform their City job.

Section 26. Miscellaneous

26.1 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.

26.2 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 on a continuous basis is one hundred dollars (\$100.00) per month.

26.3 Drug Free Work Place

The parties agree to the City's Drug Free Work Place Policy and Testing Procedure.

26.4 State Disability Insurance

Effective July 1, 2003 the Association membership elected to participate in the State Disability Insurance (SDI) program. Such SDI coverage is the sole economic responsibility of the employee, and the City shall not contribute toward the expense of that coverage. In the event the Association wishes to discontinue this benefit in the future, the Association must notify the City in writing that a majority of its membership wishes to discontinue participation in the program. The parties will then meet to discuss how such discontinuation may occur.

26.5 Educational Reimbursement

The City shall continue the education reimbursement program instituted on July 1, 1971 as provided for in Appendix B of this MOU and the maximum reimbursement shall be up to \$2,000 per each EUPA member for each fiscal year. Funds for the educational reimbursement program shall be budgeted by the appropriate division of the Utility.

26.6 Professional Leave

As soon as administratively possible, employees with three or more years of continuous service to the City shall be provided 8 hours of professional leave during normal hours to attend a professional growth training per fiscal year. As the employee is on paid City time, the training must be approved in advance by the employee's supervisor and must be job related. The cost of such training under this section shall be borne by the employee. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

26.7 Management Development

The City will cover the cost of any continuing education or certification/ licensure cost for certification/ licensure required as part of the employee job description.

City will cover membership cost for association memberships department heads determine employees need to perform job duties. Departments will make every effort to purchase department licenses vs individual licenses.

Department will include funds to be used for training and conferences in their annual budget as long as City funding allows.

26.8 Travel and Meal Expenses

Employees in this unit shall be reimbursed for travel and meal expenses in accordance with the City Administrative Instruction No. 11B.

26.9 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 EUPA to develop a GPS technology policy as soon as feasible but no later than 90 days after City Council approval of this agreement.

26.10 Labor Management Committee

To foster their ongoing relationship, the parties agree to establish a Labor/Management Committee and agree to use Committee meetings as a forum where items of interest may be discussed.

The Committee shall meet quarterly and at other times as needed. Committee membership shall consist of no more than three (3) representatives selected by the City, including at least one member of senior management and no more than three (3) representatives selected by EUPA. Other persons may be invited with the approval of the parties. Nothing in this section precludes other communications in other forums between EUPA and the City.

Topics may include:

- Changes in job descriptions;
- Succession planning efforts;
- Training programs.

26.11 Safety Shoes/Boots

Upon City Council approval, the City will reimburse employees in the classifications listed below, who are required to wear safety boots or shoes (steel or composite hard toe) as a condition of employment, for the purchase of one (1) pair of safety boots or shoes (steel or composite hard toe). The maximum annual reimbursement shall be Two Hundred Fifty Dollars (\$250) per fiscal year, the reimbursement may also be used for the repair or resole of the employees' safety boots or shoes required to be worn as a condition of employment.

Employees in the following classifications are eligible for \$250 reimbursement every fiscal year:

CLASS CODE	CLASSIFICATION
7200	Engineering Manager
7210	Senior Electrical Engineer
7230	Electrical Engineer
7202	Line Superintendent
7704	Assistant Line Superintendent
7709	Compliance Superintendent
7711	Electrical Equipment Superintendent
7710	Safety Officer
7260	Distribution Engineer
7250	Electrical Distribution Technician
7321	Utility Systems Analyst
7310	Utility Analyst

Upon City Council approval, the City will reimburse employees in the classifications listed below, who are required to wear safety boots or shoes (steel or composite hard toe) as a condition of employment, for the purchase of one (1) pair of safety boots or shoes (steel or composite hard toe). The maximum annual reimbursement shall be Two Hundred Fifty Dollars (\$250) every two fiscal years, the reimbursement may also be used for the repair or resole of the employees' safety boots or shoes required to be worn as a condition of employment.

Employees in the following classifications are eligible for \$250 reimbursement every two fiscal years:

CLASS CODE	CLASSIFICATION
7715	System Operations & Field Superintendent
7105	Support Services Manager
7331	Utility Information Technology Manager
7300	Utility Information Systems Supervisor
7316	Utility Information Network Analyst

Section 27. Separability 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 the 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 existing Memoranda of Understanding between the City and the Association.

MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA

And

ELECTRIC UTILITY PROFESSIONALS OF ALAMEDA

JULY 1, 2025 – JUNE 30, 2027

ELECTRIC UTILITY
PROFESSIONALS OF
ALAMEDA

CITY OF ALAMEDA

By _____

By _____

By _____

By _____

APPROVED AS TO FORM

By _____

APPENDIX A

CITY OF ALAMEDA ELECTRIC UTILITY PROFESSIONALS OF ALAMEDA

CODE	CLASSIFICATION	Standard Work Week*	ANNUAL					Effective Date
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
MANAGEMENT Exempt								
7015	Senior Communications Specialist	36	122,095	128,200	134,610	141,339	148,406	9/21/2025
7013	Media Coordinator	36	102,686	107,820	113,210	118,872	124,816	9/21/2025
7006	Administrative Services Coordinator - AMP	36	87,373	91,740	96,328	101,145	106,202	9/21/2025
7020	Communications Officer	36	86,698	91,035	95,585	100,365	105,382	9/21/2025
7200	Engineering Manager	36	185,122	194,381	204,099	214,302	225,018	9/21/2025
7210	Senior Electrical Engineer	36	163,110	171,268	179,829	188,824	198,261	9/21/2025
7230	Electrical Engineer	36	133,147	139,804	146,795	154,136	161,842	9/21/2025
7702	Line Superintendent	40	206,213	216,521	227,348	238,715	250,650	9/21/2025
7709	Compliance & Safety Superintendent - AMP	36	151,841	159,435	167,405	175,777	184,564	9/21/2025
7715	System Operations and Field Service Superintendent	36	155,703	163,487	171,661	180,245	189,256	9/21/2025
7711	Electrical Equipment Superintendent	36	188,396	197,816	207,710	218,092	228,997	9/21/2025
7704	Assistant Line Superintendent	36	122,616	128,746	135,184	141,944	149,041	9/21/2025
7710	Safety Officer	36	110,738	116,274	122,090	128,194	134,605	9/21/2025
7057	Senior Energy Resources Engineer	36	145,292	152,554	160,181	168,190	176,601	9/21/2025
7071	Supervisor-Energy Resources	36	145,317	152,583	160,211	168,222	176,633	9/21/2025
7073	Senior Energy Resources Analyst	36	134,498	141,224	148,286	155,697	163,482	9/21/2025
7630	Utility Program Manager	36	122,095	128,200	134,610	141,339	148,406	9/21/2025
7075	Energy Resources Analyst	36	112,743	118,379	124,300	130,515	137,041	9/21/2025
7495	Finance and Utility Billing Manager	36	142,846	149,988	157,487	165,361	173,630	9/21/2025
7440	Financial Analyst	36	122,095	128,200	134,610	141,339	148,406	9/21/2025
7105	Support Services Manager	36	138,841	145,783	153,073	160,726	168,763	9/21/2025
7425	Senior Utility Accountant	36	110,738	116,274	122,090	128,194	134,605	9/21/2025
7160	Procurement Analyst	36	102,686	107,820	113,210	118,872	124,816	9/21/2025
7330	Utility Project Manager	36	137,434	144,309	151,521	159,098	167,052	9/21/2025
7331	Utility Information Technology Manager	36	146,496	153,822	161,512	169,588	178,068	9/21/2025
7310	Utility Analyst	36	95,674	100,458	105,482	110,756	116,293	9/21/2025
7305	Utility Information & Billing Services Supervisor	36	136,271	143,084	150,239	157,752	165,640	9/21/2025
7335	Utility Information Technology Business Analyst	36	119,109	125,064	131,317	137,883	144,777	9/21/2025
7337	Utility Database Analyst	36	119,109	125,064	131,317	137,883	144,777	9/21/2025
7290	Advanced Metering Infrastructure (AMI) System Administrator	36	112,101	117,708	123,594	129,774	136,261	9/21/2025
7339	Utility Geographic Information Systems Analyst	36	112,101	117,708	123,594	129,774	136,261	9/21/2025
7300	Utility Information Systems Supervisor	36	110,738	116,274	122,090	128,194	134,605	9/21/2025
7316	Utility Information Systems Network Analyst	36	109,642	115,124	120,880	126,924	133,270	9/21/2025
7321	Utility Systems Analyst	36	109,642	115,124	120,880	126,924	133,270	9/21/2025
7617	Senior Account Manager	36	122,095	128,200	134,610	141,339	148,406	9/21/2025
7640	Supervisor-Customer Resources	36	134,303	141,017	148,069	155,472	163,245	9/21/2025
7610	Marketing Coordinator	36	110,738	116,274	122,090	128,194	134,605	9/21/2025
7616	Account Manager	36	102,686	107,820	113,210	118,872	124,816	9/21/2025
7063	Energy Management Coordinator	36	102,686	107,820	113,210	118,872	124,816	9/21/2025
7615	Marketing Specialist	36	102,686	107,820	113,210	118,872	124,816	9/21/2025
7570	Customer Services Supervisor	36	87,869	92,265	96,879	101,721	106,808	9/21/2025
CODE	CLASSIFICATION	Standard Work Week*	HOURLY					EFF. DATE
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
CONFIDENTIAL Non-Exempt								
7260	Distribution Engineer	36	52.68	55.31	58.06	60.99	64.01	9/21/2025
7250	Electrical Distribution Technician	36	50.62	53.16	55.79	58.59	61.50	9/21/2025
7080	Assistant Utility Analyst	36	46.62	48.96	51.40	53.96	56.67	9/21/2025
7315	Utility Billing Specialist	36	43.14	45.29	47.55	49.94	52.44	9/21/2025
7420	Utility Accountant	36	41.84	43.94	46.11	48.42	50.83	9/21/2025
7340	Computer Services Technician - AMP	36	41.88	43.98	46.18	48.46	50.87	9/21/2025
7003	Executive Assistant - AMP	36	42.73	44.85	47.10	49.46	51.92	9/21/2025
7311	Utility Billing Technician	36	40.00	42.00	44.09	46.31	48.62	9/21/2025
7004	Office Assistant - AMP	36	33.80	35.50	37.28	39.15	41.09	9/21/2025

* Indicates hours in classification's standard workweek; employees actual work week may differ with department approval.
Last Modified On 8/27/2025 by NCW

APPENDIX B: Education Reimbursement Policy