

LETTER OF UNDERSTANDING

Addendum to the Alameda City Employees Association (ACEA) Memorandum of Understanding Regarding Part-Time Library Classifications

February 12, 2026

The purpose of this Letter of Understanding (“Addendum”) is to memorialize the agreement between the City of Alameda (“City”) and the Alameda City Employees Association (“ACEA”) regarding the inclusion of certain part-time Library classifications under the ACEA Memorandum of Understanding (“MOU”) for the period commencing July 1, 2025 and ending June 30, 2027.

This Addendum shall be presented to the City Council of the City of Alameda on its regular agenda in accordance with the Brown Act and the City’s Sunshine Ordinance as the joint recommendation of the parties. All provisions contained herein shall take effect the first full pay period following ratification by ACEA and approval by the City Council..

1. Covered Part-Time Library Classifications

This Addendum shall apply to the following part-time Library classifications:

- Library Technician (Part-Time)
- Library Associate I
- Library Associate II
- Library Specialist I
- Library Specialist II

Upon ratification and approval by the City Council, employees covered under this Addendum shall transition to employment status subject to just cause protections.

2. Applicability of ACEA MOU Provisions

The following provisions of the Alameda City Employees Association (ACEA) Memorandum of Understanding shall apply in full to the classifications covered under this Addendum:

Section 1 (Recognition), Section 2 (Association Security), Section 4 (Access to Work Locations), Section 5 (Use of City Facilities), Section 6 (Bulletin Boards), Section 8 (City Rights), Section 9 (No Discrimination), Section 11.1 (Overtime Authorization), Section 22.1 (Right of Discharge or Discipline), Section 23 (Personnel Files), and Section 24.7 (Pay Claims).

All other provisions of the ACEA MOU shall not apply to the classifications covered under this Addendum unless expressly incorporated herein.

3. Association Representation

For purposes of negotiations and representation, the total number of part-time representatives, including Union-recognized Stewards, shall not exceed one (1). The remainder of Section 3 (Association Representation) of the ACEA MOU shall apply.

4. Holidays

Employees who are scheduled to work on a City authorized holiday as defined in section 16 (Holidays) of the ACEA MOU shall receive holiday pay for the hours they would be otherwise scheduled to work due to the closure on the holiday.

Employees are eligible for authorized holidays as they occur, provided they are regularly scheduled to work on the City authorized holiday, are in a paid status for the full schedule of hours on both the regularly scheduled workdays immediately preceding and following the holiday. Employees who are not regularly scheduled to work, 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.

Unused holiday hours cannot be cashed out.

Day Before the Thanksgiving Holiday

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.

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

5. Probationary Period

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

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

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right to appeal.

6. Jury Duty

An employee summoned to jury duty shall inform their supervisor and, if required to serve on a regularly scheduled working day, may be absent from duty with full pay only for the hours during which the employee is required to serve and that fall within the employee's regularly scheduled working hours.

7. Bilingual Pay

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. Eligible part-time employees shall receive bilingual pay as outlined in the City's Bilingual Pay Policy.

8. Funeral Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for and attend the funeral, not to exceed three (3) 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 father, mother, any person sharing the relationship of in loco parentis, brother, sister, niece, nephew, aunt, uncle, spouse, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parent, and stepchild where there is a child-rearing relationship, or step-sibling, or any living persons in the immediate household of the employee. At the request of the City, the employee will furnish a death certificate and proof of relationship.

For persons not listed as an immediate family member, employees may use other available accrued leave as is necessary to make arrangements for and attend the funeral, not to exceed two (2) regularly scheduled working days.

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

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

9. Discipline

Disciplinary Action

In the event that a Department Head finds that their employee is performing ineffectively, inefficiently, not complying with rules or with City or Department policies, they may recommend that such employee be disciplined in accordance with Section 7-4 of the City Charter and in compliance with this addendum.

Investigation

Prior to notice of any disciplinary action the City (or designee) may conduct an investigation into an employee's conduct and/or work performance. If, during this investigation, the employee is questioned, they must be informed of the following:

- (a) Failure to cooperate, including but not limited to failure to participate in a scheduled interview or failure to answer questions posed during an interview, may be deemed insubordination and may lead to discipline up to and including dismissal.
- (b) Any statements made under the compulsion of the threat of discipline (i.e. incriminating statements) cannot be used against the employee in any subsequent criminal proceeding.
- (c) Responses to questions may be recorded.

Pre-Disciplinary Notice

An employee must be given advance written notice as required by Federal or State law and in accordance with this addendum prior to being subject to major disciplinary action.

Disciplinary or Discharge Appeal Action

No appeal involving the discipline or discharge of an employee will be entertained unless it is filed in writing by the Association with the City Manager within seven (7) calendar days from the date of the notification of the action. A copy of the notification of the action shall be sent to the Association.

10. Grievance Procedure

A grievance shall be defined as any dispute, arising during the term of the addendum to the Memorandum of Understanding which involves the interpretation or application of any provision of the addendum to the 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 the addendum to the Memorandum. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

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. Such discussion must take

place within fourteen (14) calendar days of the incident that lead to the grievance, or within fourteen (14) calendar days from the time the employee would reasonably be expected to know of the occurrence. Failure to file the grievance within the time limits specified shall result in the dismissal of the issues of the grievance and the grievance shall be null and void. If the issue is not resolved within fourteen (14) calendar days of this initial discussion with the department, or if the employee elects to submit 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.

Referral to Department Director

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the Department Director in writing that a grievance exists, This notification must be submitted within seven (7) calendar days of the initial discussion, or within the initial fourteen (14) calendar day period specified above. In such notification, the grievant must state the particulars of the grievance, the provision of the MOU that is alleged to have been violated and, the desired resolution/outcome. The Department Director shall have fourteen (14) calendar days to respond to the grievance.

City Manager

If the grievance is not resolved at the previous step, the grievant, the Association, or the City may within fourteen (14) calendar days, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager. They will review the facts submitted by the parties, and may request to meet with the parties as part of their evaluation of the issue(s). The decision of the City Manager on matters brought before them shall be final and binding upon the parties.

Matters excluded from the Grievance Procedure

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

11. Reduction in Force

For the purposes of this section, length of service shall be defined as all straight time hours worked and leave with pay status in any represented part-time classification with the Alameda Library calculated from the date of hire with the Alameda Library, including the probationary period.

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

An employee who is laid off shall not accrue or be eligible for any benefits, including, but not limited to sick leave, holidays and PARS retirement contributions. Any employee reemployed within twelve (12) months after a layoff shall retain all sick leave accruals that the employee did not receive compensation for at the time of layoff.

The parties agree to meet and confer to discuss impacts in the event there is a reduction in scheduled hours for part-time Library classifications covered under this addendum

For the City of Alameda

For ACEA

Adam Politzer, Date
Interim City Manager

Claude Joseph, Date
ACEA Business
Representative

Approved as to form:

Douglas W. McManaway Date
Assistant City Attorney