



MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

**ALAMEDA MANAGEMENT AND CONFIDENTIAL EMPLOYEES
ASSOCIATION**

December 27, 2018 and ending June 30, 2022

MEMORANDUM OF UNDERSTANDING

between
CITY OF ALAMEDA
and
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MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
ALAMEDA MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing December 27, 2018 and ending June 30, 2022.

Section 1. Recognition

1.1 Association Recognition

Alameda Management and Confidential Employees Association, hereinafter referred to as the "Association", is the recognized employee organization for the classifications listed in Appendix A, certified pursuant to the letter from the City Manager dated October 23, 1991.

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. 7476 adopted by the City Council on May 21, 1969.

Section 2. Association Security

2.1 Dues Deduction

Payroll deductions for membership dues shall be granted by the City only to the Association.

The following procedures shall be observed in the withholding of employee earnings:

(1) Payroll deductions shall be for a specific amount as described in Management and Confidential Employees' By Laws of the Association and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City.

(2) Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee. Employees may authorize dues deductions only for the Association certified as the recognized representative of the unit to which such employees are assigned.

(3) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds at the address specified.

(4) The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Association dues deduction.

(5) The Association shall file with the City Manager an indemnity statement wherein the Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check-off of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

Monies withheld by the City shall be transmitted to the Treasurer of the Association at the address specified. The Association shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City on account of check-off of employee organization dues or service fees. In addition, the Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.2 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, notwithstanding the presence of such equipment in approved City facilities.

Section 6. Bulletin Boards

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

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

Section 7. Advance Notice

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

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

Section 8. City Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of

governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Section 9. No Discrimination

Consistent with State and Federal law there shall be no discrimination or harassment of any kind based on any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (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

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 one of the following number of hours in the standard workweek:

- Thirty-eight (38) hours
- Thirty-six (36) hours

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

Employees working thirty-eight (38) or 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.

Section 11. Overtime, Call Back, Acting Pay

11.1 Overtime Authorization

All overtime must be authorized by the City Manager or his or her 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 forty (40) hours. Compensatory time off may be taken by mutual agreement of the employee and the supervisor.

11.3 Management Incentive Pay (Formerly Administrative Pay)

The management incentive pay program shall be discontinued as of June 23, 2007. Beginning on June 24, 2007, all FLSA exempt classifications in MCEA shall receive a

one-time increase to the annual base salary schedule equivalent to ten standard workweek days.

11.4 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 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.

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

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

11.5 Additional Duties Pay

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

11.6 Supervisory Premium Pay

An employee assigned to the Executive Assistant (code 1560), or Paralegal (code 1570), classifications, 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.

Section 12. Salaries

12.1 Rates of Pay

The salary range for each classification shall be as set forth in Appendix A which is attached hereto and made a part thereof.

Effective the first full pay period following ratification of this successor MOU by MCEA 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 January 1, 2019, MCEA represented employees employed by the City shall receive a three percent (3.0%) salary increase.

Effective the first full pay period following January 1, 2020, MCEA represented employees employed by the City shall receive a three percent (3.0%) salary increase.

Effective the first full pay period following January 1, 2021, MCEA represented employees employed by the City shall receive a two percent (2.0%) salary increase.

Effective the first full pay period following January 1, 2022, MCEA represented employees employed by the City shall receive a one percent (1.0%) salary increase.

12.2 Starting Rate

Except as herein otherwise provided, the entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager 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 Part-time

Permanent part-time employees (those who have reduced from full-time Civil Service employment) will receive prorated benefits.

12.6 Assigned Standby Pay

When assigned by their Department, employees in the Public Works Supervisor, Public Works Superintendent, Parks Supervisor, Parks Manager, Recreation Manager, and Recreation Services Manager positions may be required to be placed on a mandatory standby schedule. When an employee is placed on the mandatory standby schedule, the employee shall respond to the Department sooner than 45 minutes from the time of the initial call from the Department designee. Employees assigned to Standby under this section shall accrue 1.5385 hours of administrative leave each pay period for a total maximum of 40 (forty) hours of administrative leave in one twelve (12) month period. Any accrued administrative leave not taken by the last full pay period of each fiscal year shall be automatically cashed out the first full pay period of July of the new fiscal year. The Department shall review such standby pay assignments each year.

12.7 Salary Schedule Adjustment

Effective the first full pay period following January 1, 2019 the Executive Assistant shall receive an equity salary increase to match their salary to the Administrative Technician III salary.

Effective the first full pay period following January 1, 2019, the Deputy City Clerk shall receive a one-time equity salary increase to adjust their salary 5% above the Executive Assistant salary.

Effective the first full pay period following January 1, 2019, the Assistant City Clerk shall receive an equity salary increase of 5.0% of their base pay.

Section 13. Health and Welfare

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

13.1 Flexible Benefit Amount

Two different structures for the medical component of the Flexible Benefit 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 MCEA 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 Benefit 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	Maximum Cash Back Amt.*
No coverage (0 party) -		\$ 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 upon 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 Benefit 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.

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 of \$230.00 per month.

Effective January 1, 2019, and through the term of this MOU, the City shall contribute up to a maximum per month toward the Flexible Benefit Amount as follows*:

<u>Coverage Level</u>	<u>Maximum City Contribution</u>
Employee only	\$952.11
Employee plus one	\$1,904.21
Employee plus family	\$2,475.48

*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 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 Benefit Amount to provide the dental plan to the employee and eligible dependents. This coverage will be mandatory for all employees. Any change in 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 Medical Plan

The City shall contract with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for employees covered by this Memorandum of Understanding, eligible retired employees and eligible survivors of retired employees.

13.5 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.

13.6 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.

13.7 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.

13.8 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 "Cadillac plans" under the Affordable Care Act. The City 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 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 New CalPERS Membership

For employees hired on or after January 1, 2013 and classified as "new" member of CalPERS as defined by Public Employee's 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 or retired employees. Eligibility to participate in this program will be in accordance with regulations promulgated by CalPERS. The City will contribute the minimum employer contribution under California Government Code §22892 on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes for CalPERS medical insurance in conformance with CalPERS regulations.

14.4 CalPERS Additional Service Credit

The City provides for additional service credit for unused sick leave through Section 20862.8 of the California Government Code. Those employees eligible for sick leave payoff may select to use eligible payoff days for either payoff or prior service credit.

Section 15. Holidays

Represented employees shall be entitled to take the ten (10) authorized City holidays and three and one half (3.5) floating holidays based on their standard workweek, and within the year in which they are given, 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). For the purpose of this Section, employees with a standard workweek of 38 hours shall be entitled to 9.5 hours per holiday and those with a standard workweek of 36 hours shall be entitled to 9 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 calendar year on their date of hire. For example, an employee entitled to earn 9 hours per holiday with a hire date of September 1, 2018 would have their floating holidays prorated and calculated as follows:

Total Floating Holiday Hours per Year: 31.5 Hours
Total Days remaining in the year: 122 Days (365 – 243)
% of Days Remaining in the Year: 33.42% (122 Days Remaining ÷ 365 Days)
Prorated Floating Holidays Hours to New Employee: 10.53 Hours (31.5 hours x 33.42%)

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) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day

- (9) Day after Thanksgiving Day
- (10) Christmas Day

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 on an employee's normal day off the holiday hours for such day shall be added to the employee's floating holiday bank once the holiday has passed, to be used within the calendar year.

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 once the holiday has passed, to be used within the calendar year.

Unused holidays cannot be cashed out.

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

Day Before the Thanksgiving Holiday

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

Christmas Eve or New Year's Eve

Full-time employees may leave at noon on one of these two days without using leave banks. The afternoon off must be coordinated within the Department and must be approved by the Department Head. In order to qualify for either of the ½ days, an employee must work the morning before the observed holiday. All City facilities will remain open on both these days and must have sufficient staff available to provide service. Employees who because of operational needs are not able to leave early on either of the days will receive four (4) additional hours of holiday time.

Prior to the Day before Thanksgiving in 2019 the parties agree to meet and confer on the administration and management of the Day Before the Thanksgiving Day holiday and the Christmas Eve or New Year's Eve holiday.

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 department representative with due regard to the wishes of the employee and particular regard to the need of the City. Each department shall establish a policy and process for employees to indicate their preference for vacation periods.

Employees may be requested, on a form provided by the City, to indicate their preference for vacation periods during November and December of each calendar year. Preference of vacation periods shall be given to employees in as reasonable a manner

as possible. In the event the department requests employees to indicate their preference for vacation periods for the following year, 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

Every employee, on the most recent anniversary date of his or her employment shall be entitled to accrue vacation as follows:

Years of Service	Yearly Vacation Accrual (Hours per Year)	
	36/37.5 Hours Per Week Standard Work Week	38/40 Hour Per Week Standard Work Week
0 - < 4	75	80
4 - < 5	112.5	120
5 - < 6	116.25	124
6 - < 7	120	128
7 - < 8	123.75	132
8 - < 9	127.5	136
9 - < 10	131.25	140
10 - < 11	135	144
11 - < 12	138.75	148
12 - < 13	142.5	152
13 - < 14	146.25	156
14 - < 15	150	160
15 - < 16	153.75	164
16 - < 17	157.5	168
17 - < 18	161.25	172
18 - < 19	165	176
19 - < 20	168.75	180
20 - < 21	172.5	184
21 - < 22	176.25	188
22 - < 23	180	192
23 - < 24	183.75	196
24+	187.5	200

Vacation shall be prorated for employees on paid status less than their standard work week.

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 he or she 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 of candidates.

During the term of this agreement, the City shall implement a vacation leave accrual system that provides all MCEA employees to earn vacation leave for every one hour of paid time based on the same accrual schedule listed above. Paid time/status excludes any overtime and /or compensatory time worked. The City agrees to provide the bargaining unit with at least 30 days advanced notice before implementing this change.

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, Inc* (1990) 222 Cal. App. 3d Supp 1.3. 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 his or her 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) months 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, 75, 76 and 80 hours depending on the employees standard work week) of vacation accrual once per calendar year, provided they have used two weeks of accruals in the last 12 calendar months:

During calendar year 2019 qualified employees will be able to sell back vacation by completing the vacation sell back form for 2019.

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 month their sell back request will not be fulfilled.

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

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

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

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

Section 17. Sick Leave

17.1 Benefits

During the term of this agreement, the City shall implement a sick leave accrual system that entitles employees to earn sick leave for every one hour of paid time based on the employees' standard work week. Employees shall accrue at the appropriate rate as follows:

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

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

Currently, until implementation of a sick leave accrual system, employees in a paid status at least ninety-two (92%) percent of the month based on their standard workweek shall be entitled to earn sick leave hours. For the purpose of this Section, employees with a standard workweek of 40 or 38 hours shall be entitled to earn 8 hours per month, while those with a standard workweek of 37-1/2 or 36 hours shall be entitled to earn 7-1.2 hours per month.

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 his or her Health, Life, and Dental benefits a notification of premium due and the agreed to forms advising such employee of any applicable benefits. Those employees hired before January 1, 1987 shall be entitled to

sick leave under the old plan as set forth in the Municipal Code and section 17.6 below.

17.2 Notification Requirement

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

17.6 Sick Leave For Employees Hired Prior To January 1, 1987

An employee assigned to a classification represented by the Association and who was hired by the City prior to January 1, 1987, shall, upon completion of each anniversary year and a minimum of one thousand eight hundred (1,800) straight-time hours of work within the twelve (12) month period immediately preceding each anniversary year, accrue sick leave at the following rate:

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

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

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

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

One and two-tenths of one percent (1.2%) of the employee's unused accumulated sick leave, at the time of resignation or retirement, times the number of full years of service by the employee with the City, times the

employee's daily pay rate at the time of resignation or retirement; provided, however, that in no event shall the payment for unused accumulated sick leave exceed thirty percent (30%) of the monetary value of the employee's unused sick leave accumulation. Unused sick leave accumulation for the purpose of payment at time of retirement or resignation shall not exceed the number of days accrued by the employee on July 1, 1978.

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

Section 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 his or her 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 his or her 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 Family Leave

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

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 Workers' 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. 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 father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parent and stepchild where there is a child-rearing relationship, or step-sibling. At the request of the City, the employee will furnish a death certificate and proof of relationship.

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 he/she 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.
- b. Time donated will be converted from vacation or compensatory time to sick leave

hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

- 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) 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 six (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 he/she would have had if he/she 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 MCEA 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 he or she has been unjustly discharged, he or she shall have the right to appeal his or her case through the appropriate procedure (Section 24.5). Such appeal must be filed with the City Manager or the Civil Service Board by the Association in writing within seven (7) calendar days from the date of discharge and unless so filed the right of appeal is lost.

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

Section 23. Personnel Files

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

Section 24. Grievance Procedure

A grievance shall be defined as any dispute arising during the term of the Memorandum

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

24.1 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the top management official in the department in which he or she works, 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 his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he or she is 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 his or her 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 for employees receiving it 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 \$750 each fiscal year.

26.6 Catastrophic Leave and SDI Administration

In January of 2019, or as soon thereafter as is reasonably possible, the parties will commence meeting and conferring in good faith about changes to the Catastrophic Leave Bank (Section 18.7) and State Disability Insurance (SDI) (Section 26.4). These discussion will focus on the administration and processing of Catastrophic Leave and timelines for employees providing State Disability Insurance checks to the City in order to buy back leave accruals.

26.7 Years of Service Recognition

Should the City issue any recognition to employees for their years of service, the total years of service shall be calculated based on the cumulative number of years the employee has been employed, regardless of any voluntary interruption in employment. This section applies only to service award recognition and does not affect calculation of seniority for any other provision of this agreement or for any provision contained in the Civil Service Rules or City Ordinances.

26.8 New HRIS and Payroll System

During the term of this agreement the City will implement a new HRIS/Payroll system. Before and during implementation of the new HRIS/Payroll system the parties agree to meet and confer in good faith regarding the impacts resulting from such implementation as required by the scope of representation.

Section 27. Severability of Provisions

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

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

Section 28. Past Practices and Existing Memoranda of Understanding

28.1 Past Practice

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 Existing Memorandum of Understanding

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Association.

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

ALAMEDA MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

**ALAMEDA MANAGEMENT AND CONFIDENTIAL
EMPLOYEES ASSOCIATION**

CITY OF ALAMEDA

By _____

By _____

By _____

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By _____

Approved as to form

By _____

Appendix A

CITY OF ALAMEDA MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

CODE	CLASSIFICATION	ANNUAL					EFFECTIVE DATE
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
MANAGEMENT Exempt							
1424*	Public Information Officer	101,745	106,833	112,174	117,784	123,672	1/8/2019
1405*	Assistant to the City Manager	99,016	103,967	109,166	114,624	120,354	1/8/2019
1310*	Assistant City Clerk	79,725	83,710	87,896	92,291	96,906	1/8/2019
1013*	Assistant City Attorney II	154,049	161,751	169,839	178,330	187,247	1/8/2019
1015*	Assistant City Attorney I	143,179	150,338	157,855	165,748	174,035	1/8/2019
1017*	Deputy City Attorney II	123,689	129,873	136,366	143,184	150,343	1/8/2019
1018*	Deputy City Attorney I	101,772	106,860	112,203	117,813	123,704	1/8/2019
1683*	Risk Manager	122,080	128,185	134,593	141,322	148,389	1/8/2019
1270*	Human Resources Manager	134,991	141,740	148,828	156,269	164,082	1/8/2019
1265*	Senior Human Resources Analyst	101,745	106,833	112,174	117,784	123,672	1/8/2019
1260*	Human Resources Analyst II	92,282	96,895	101,740	106,827	112,169	1/8/2019
1258*	Human Resources Analyst I	79,729	83,715	87,901	92,296	96,911	1/8/2019
1697*	Controller	143,127	150,284	157,798	165,688	173,973	1/8/2019
1695*	Financial Services Manager	122,080	128,185	134,593	141,322	148,389	1/8/2019
1682*	Finance Supervisor	101,745	106,833	112,174	117,784	123,672	1/8/2019
1681*	Purchasing & Payables Coordinator	79,729	83,715	87,901	92,296	96,911	1/8/2019
1680*	Accountant II	80,877	84,920	89,166	93,625	98,306	1/8/2019
1677*	Accountant I	66,974	70,322	73,838	77,529	81,406	1/8/2019
1684*	Information Technology Manager	122,080	128,185	134,593	141,322	148,389	1/8/2019
1670*	Technology Services Coordinator	79,731	83,717	87,904	92,299	96,915	1/8/2019
1678*	Public Safety Information Technology Systems Analyst	92,282	96,895	101,740	106,827	112,169	1/8/2019
1676*	Information Technology Systems Analyst	92,282	96,895	101,740	106,827	112,169	1/8/2019
2601*	Deputy Public Works Director	141,739	148,826	156,267	164,081	172,285	1/8/2019
3180*	City Engineer	134,991	141,740	148,828	156,269	164,082	1/8/2019
3175*	Supervising Civil Engineer	123,841	130,033	136,535	143,362	150,530	1/8/2019
3150*	Senior Engineer	114,528	120,255	126,268	132,581	139,211	1/8/2019
3140*	Associate Civil Engineer**	101,745	106,833	112,174	117,784	123,672	1/8/2019
3230	Plan Check Engineer**	103,409	108,595	114,042	119,714	125,742	1/8/2019
3145*	Transportation Engineer**	98,299	103,222	108,370	113,799	119,471	1/8/2019
3179*	Public Works Project Manager III	123,841	130,033	136,535	143,362	150,530	1/8/2019
3178*	Public Works Project Manager II	114,528	120,255	126,268	132,581	139,211	1/8/2019
3177*	Public Works Project Manager I	101,745	106,833	112,174	117,784	123,672	1/8/2019
2605*	Public Works Coordinator	114,528	120,255	126,268	132,581	139,211	1/8/2019
3080*	Construction Inspection & Survey Supervisor	101,745	106,833	112,174	117,784	123,672	1/8/2019
2603	Public Works Superintendent	122,080	128,185	134,593	141,322	148,389	1/8/2019
2650	Public Works Supervisor	101,745	106,833	112,174	117,784	123,672	1/8/2019
1700*	Assistant Community Development Director	150,285	157,799	165,689	173,974	182,673	1/8/2019
1701*	Development Services Division Manager	143,127	150,284	157,798	165,688	173,973	1/8/2019
1712*	Economic Development Manager	134,991	141,740	148,828	156,269	164,082	1/8/2019
1705*	Housing Development Manager	122,080	128,185	134,593	141,322	148,389	1/8/2019
1728*	Redevelopment Project Manager	122,080	128,185	134,593	141,322	148,389	1/8/2019
1715*	Community Development Manager	122,080	128,185	134,593	141,322	148,389	1/8/2019
3147*	Senior Transportation Coordinator	101,745	106,833	112,174	117,784	123,672	1/8/2019
1713*	Development Manager	101,745	106,833	112,174	117,784	123,672	1/8/2019
1720*	Community Development Program Manager	101,745	106,833	112,174	117,784	123,672	1/8/2019
3205*	Building Official	134,991	141,740	148,828	156,269	164,082	1/8/2019
3215*	Supervising Building Inspector	101,745	106,833	112,174	117,784	123,672	1/8/2019
6090*	City Planner	134,991	141,740	148,828	156,269	164,082	1/8/2019
6083*	Planning Services Manager	122,080	128,185	134,593	141,322	148,389	1/8/2019
6080*	Supervising Planner	101,745	106,833	112,174	117,784	123,672	1/8/2019

Last modified on 12/19/2018 by RY

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**CITY OF ALAMEDA
MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION**

CODE	CLASSIFICATION	ANNUAL					EFFECTIVE
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	DATE
MANAGEMENT Exempt (Continued)							1/8/2019
5103*	Recreation Services Manager	122,080	128,185	134,593	141,322	148,389	1/8/2019
5145*	Park Manager	101,745	106,833	112,174	117,784	123,672	1/8/2019
5118*	Recreation Manager	101,745	106,833	112,174	117,784	123,672	1/8/2019
5120*	Recreation Supervisor	87,893	92,288	96,901	101,746	106,834	1/8/2019
5144*	Park Maintenance Supervisor	87,893	92,288	96,901	101,746	106,834	1/8/2019
3550*	Supervising Librarian	101,745	106,833	112,174	117,784	123,672	1/8/2019
3545*	Library Circulation Coordinator	72,304	75,919	79,715	83,701	87,886	1/8/2019
4068*	Police Records & Communications Manager	101,745	106,833	112,174	117,784	123,672	1/8/2019
4065*	Police Records Supervisor	92,282	96,895	101,740	106,827	112,169	1/8/2019
4650*	Fire Protection Engineer	114,528	120,255	126,268	132,581	139,211	1/8/2019
4605*	Fire Administrative Services Manager	101,745	106,833	112,174	117,784	123,672	1/8/2019
4610*	Emergency Medical Services Education Coordinator	101,745	106,833	112,174	117,784	123,672	1/8/2019
1408*	Senior Management Analyst	101,745	106,833	112,174	117,784	123,672	1/8/2019
1410*	Administrative Management Analyst	92,282	96,895	101,740	106,827	112,169	1/8/2019
1420*	Management Analyst	79,729	83,715	87,901	92,296	96,911	1/8/2019
1425*	Media and Communications Coordinator	72,304	75,919	79,715	83,701	87,886	1/8/2019
1430*	Administrative Services Coordinator	72,304	75,919	79,715	83,701	87,886	1/8/2019
CONFIDENTIAL Non-Exempt							1/8/2019
1460*	Administrative Technician III	35.96	37.75	39.63	41.62	43.70	1/8/2019
1465*	Administrative Technician II	31.08	32.62	34.26	35.97	37.77	1/8/2019
1470*	Administrative Technician I	28.18	29.59	31.06	32.61	34.25	1/8/2019
1650*	Computer Services Technician	34.89	36.63	38.46	40.38	42.39	1/8/2019
1404*	Principal Executive Assistant	37.75	39.63	41.62	43.70	45.89	1/8/2019
1570*	Paralegal	35.96	37.75	39.63	41.62	43.70	1/8/2019
1590*	Deputy City Clerk	37.76	39.64	41.61	43.70	45.89	1/8/2019
1560*	Executive Assistant	35.96	37.75	39.63	41.62	43.70	1/8/2019
1550*	Office Assistant	28.18	29.59	31.06	32.61	34.25	1/8/2019

*Indicates classifications with thirty-seven and one-half (37-1/2) original work week; other classifications have forty (40) original work week.

** Indicates new classifications to MCEA subject to City Council approval of ACEA successor contract.

Appendix B

December 3, 1970
REVISED August 26, 1971

CITY OF ALAMEDA

REGULATIONS GOVERNING THE EDUCATION REIMBURSEMENT PROGRAM

I. PROGRAM ESTABLISHED

- A. An Education Reimbursement Program is established in all City departments to reimburse qualified full-time City employees below the level of Division Head for necessary and proper expenses incurred in connection with certain approved educational costs. This program is designed to encourage City employees to increase their knowledge and improve their skills for both the benefit of themselves and the City.
- B. The purpose of these regulations is to set forth the rules under which this program shall be administered.

II. ELIGIBILITY

- A. Any full-time City employee below the level of Division Head may qualify for the Educational Reimbursement Program, except employees in the following classifications: Police Officer, Policewoman, Police Sergeant and Police Lieutenant.
- B. Any employee who qualifies for benefits under the G.I. Bill, or some other outside source of funds, for a proposed course of study will be eligible only for reimbursement of that portion of tuition and fees not covered by the G.I. benefits, or other outside source of funds.

III. GENERAL RULES AND REGULATIONS

- A. Application for education reimbursement may be made only for attendance at a school of recognized and approved educational standing.
- B. Proposed course must relate to the employee's present job, or to a reasonably predictable future job, with the City. This means that proposed courses must be of immediate benefit to the employee in the performance of current job assignments, or in qualifying for promotion within his present field of specialization, or is part of a logically related sequence of courses leading to a degree in his present field of specialization.
- C. To benefit from this program an employee must complete the course of study successfully. This means finishing the proposed course with a passing grade.

- D. An employee will not be reimbursed for the costs of taking an approved course more than once.
- E. All education or training taken under this program shall be on an employee's time off and shall not be compensated for in any way by the City of Alameda except by the Educational Reimbursement Program.
- F. Employees will not be reimbursed for courses under this program in the event of separation from the City before successful completion of a course of study.

IV. ELIGIBLE EXPENSES

- A. Educational expenses which qualify for reimbursement under this program shall include tuition fees, lab fees, books and mileage upon successful completion of a work related education or training course which has been approved in advance by the Department Head and the City Manager.
- B. For the purpose of this Program, reimbursement for tuition fees shall not include separately collected fees, such as student body fees, which are not required for enrollment in an approved course.
- C. Reimbursement for mileage shall be based on \$.10 a mile in excess of eight miles per round trip, using the most direct feasible route, from place of residence to the education facility where the approved scheduled class is being conducted. The Department Head may, at his option and with the approval of the City Manager, arrange and provide the use of a City vehicle for transportation to an approved class in lieu of mileage reimbursement.
- D. To determine the amount of the educational reimbursement, the Department Head shall require documentation of the expenses incurred, and may require such documents as receipts, course schedules, the official book list for the approved course, evidence of the distance to the education facility, etc.
- E. The maximum benefit available to an eligible employee each fiscal year shall not exceed \$200 annually without prior authorization by the City Manager. ~~\$50~~ 750
- F. Reimbursement for the cost of textbooks for approved courses which are successfully completed as part of this program is conditioned upon their being turned in to the Department Head in good condition at the conclusion of the course. This requirement is not mandatory, but may be implemented at the discretion of the Department Head.

- G. In lieu of reimbursement for textbooks expense described above, the Department Head, at his option, may provide textbooks to employees for approved courses. These books must be returned in good condition to the Department Head at the completion of the course for use by others taking similar courses.

V. ADMINISTRATIVE PROCEDURE

- A. Prior to enrolling in a course for which reimbursement will be sought, an employee shall apply through proper channels to his or her Department Head for authorization to take the course under the provisions of this program. The application shall be a statement containing the name of the school, the course title and description, the number of credits or units, the name of the instructor, the class schedule and an estimate of the "eligible expenses" as described in Section IV.
- B. The Department Head will be responsible for determining whether or not the course qualifies under the program for educational reimbursement, and so notify the employee who has submitted the application. Any application, which by itself, or taken with other applications already submitted and approved, which involves reimbursement of more than ~~\$200~~ ^{\$500, 750} per employee per year must receive prior approval by the City Manager.
- C. The Department Head may, at his option, establish regulations for administering this program in his Department, as long as they are consistent with these regulations. This may involve, if desirable, preparation and distribution of a list of courses which will qualify under this program for the information of the employees in his Department.

IV. AUTHORIZATION AND AMENDMENT

- A. The Educational Reimbursement Program was authorized by the Alameda City Council in adopting Resolution No. 7702, dated December 1, 1970.
- B. The rules regulating the Educational Reimbursement Program shall be established by administrative directive issued by the City Manager.

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