



MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

**ALAMEDA POLICE OFFICERS ASSOCIATION
NON-SWORN UNIT**

**DECEMBER 27, ~~2015-2018~~ – ~~DECEMBER 26,~~
2018JUNE 30, 2022**

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between
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and
ALAMEDA POLICE OFFICERS ASSOCIATION NON-SWORN UNIT

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MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
ALAMEDA POLICE OFFICERS ASSOCIATION NON-
SWORN UNIT

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, ~~2015-2018~~ and ending ~~December 26, 2018~~ June 30, 2022.

Section 1. Recognition

1.1 Employee Recognition

The Alameda Police Officers Association Non-Sworn bargaining unit for the classifications listed in Appendix A, is represented as members of the Alameda Police Officers Association. The parties have met and conferred and agreed that the City may "privatize" the jail operation at the Employer's sole discretion.

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. Unit Security

2.1 Dues Deduction

Payroll deductions for membership dues shall be granted by the City only to the Unit. The following procedures shall be observed in the withholding of employee earnings:

- (1) Payroll deductions shall be for a specific amount and uniform as between employee members of the Unit 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 by written notice to the City Manager. Employees may authorize dues deductions only for the Unit 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 Unit 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 Unit dues deduction.

(5) The Unit shall file with the City Manager an indemnity statement wherein the Unit 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 Unit dues or premiums for benefits. In addition, the Unit shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

Section 3. Unit Representatives

City employees who are official representatives of the Unit 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. Such employee representatives shall submit a written request for excused absence to the Chief of Police with an information copy to the City Manager, 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 Unit and their officially designated representatives for the purpose of processing grievances or contacting members of the 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 Unit, 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 Unit 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 ~~other than items~~ normally used in the conduct of business meetings, such as desks, chairs, ~~ashtrays and blackboards 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 ~~notwithstanding~~.

Section 6. Bulletin Boards

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

- (1) All materials must be dated and must identify the Unit 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 Unit use.
- (4) If the Unit 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, reasonable advance written notice shall be given the Unit 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 Unit, 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.

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 there shall be no discrimination or harassment of any kind ~~because of~~based on any statutorily (federal, state, or local) protected class, including but not limited to: sex, race, religious creed, color, national origin, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (~~ex. cancer~~Cancer), genetic information, age, marital status, sex, gendersexual orientation, gender identity, gender expression, age, sexual orientation, pregnancy political affiliation, military and veteran status or legitimate union activities, denial of family care leave or Unit activities against any employee or applicant for employment by the Unit Association, or by the City or by anyone employed by the City. ~~There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.~~

~~Nothing contained in this Agreement shall contravene the laws and Executive Orders of the United States of America or the State of California.~~

Section 10. Hours of Work

The workweek consists of forty (40) hours and the employee will receive a paid forty (40) minute lunch period each workday during which the employee will be available for any emergency call.

The Chief of Police will establish the number of shifts and start times for the forty-hour (40) workweek.

In the event the Chief of Police determines that it is in the best interest of the Police Department to modify the current work schedule, the parties agree, upon written request by the City, to meet and confer over that proposed change along with any changes to the terms of this contract that may be necessitated by the proposed schedule change.

10.1 Shift Bid

In January of 2019, or as soon thereafter as is reasonably possible, at the request of the City, the parties agree to meet and confer in good faith about changes to the Shift Bid process. These discussions will primarily focus on the administration and process of bidding for a shift, and may include changes to Vacation Scheduling (Section 17.1).

Section 11. Overtime. Call Back. Acting Pay. Training. Stand-by

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 Definition of Overtime

Any ~~authorized-mandatory~~ time worked other than the non-exempt employee's regularly scheduled shift shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

If there is an operational business requirement for an employee to work outside of their regularly scheduled shift, the employee may request and with management approval, adjust their scheduled work shift's start and stop times.

11.3 Call Back

If an employee is called back to work, he or she shall, upon reporting, receive a minimum of four (4) hours' work, or if four (4) hours' work is not furnished, a minimum of four (4) hours' pay at time and one-half (1-1/2).

This provision does not apply to instances in which the employee is called to report before his or her regular starting time and is worked from the time he or she reports to his or her regular starting time.

This Section 11.3 is governed by the Police Department's July 11, 1988 memo regarding Call Back Pay Policy.

11.4 Acting Pay

An employee who is assigned by the employee's supervisor and approved by the Chief of Police and the City Manager to fully perform a job in a higher 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 receiving acting pay shall be immediately eligible to receive paid leave at their acting assignment pay rate. This does not apply to employees receiving additional duty pay.

11.5 Training

If a Police Technician is required by the Department or by state law to attend a training class on his or her regular day off, or on his or her regular workday but not contiguous with his or her regular shift, he or she shall be guaranteed a minimum of two (2) hours' overtime at the overtime rate of pay. If a Police Technician is required by the Department to attend a training class contiguous with his or her regular duty shift, he or she shall be guaranteed a minimum of one (1) hour overtime at the overtime rate of pay, with the understanding that there may be, at the Department's discretion, a break of less than fifteen (15) minutes between the end of the work shift and the beginning or end of the one (1) hour training period.

11.6 Compensatory Time

The present compensatory time policy as described in ~~General Order 80-65~~ the Alameda Police Department Policy Manual will be continued for the duration of this Memorandum of Understanding.

Maximum Compensatory Time accrual is eighty (80) hours.

11.7 Court Time

Employees who are off-duty and who are required to testify in court or attend a District Attorney's conference in any criminal matter will receive a minimum of four (4) hours' overtime computed at time and one-half (1-1/2). Overtime in excess of the minimum two (2) hours' or contiguous with a work shift will be computed at time and one-half (1-1/2) for actual time involved.

11.8 Administrative Leave

The Public Safety Communications Supervisor shall be provided with eighty (80) hours of Administrative Leave per fiscal year. Unused leave will be cashed out at the end of the fiscal year. Administrative Leave will be prorated on the employee's hire date.

Effective January 1, 2019, the Public Safety Communications Supervisor shall be provided with forty (40) hours of Administrative Leave.

Section 12. Salaries

12.1 Rates of Pay

~~12.1(a) Salary~~

~~The salary range for each classification shall be as set forth in Appendix, A which is attached hereto and made a part hereof. Wage increases during the term of this contract shall be as follows:~~

~~2016: Wage increases in calendar year 2016, unless specifically stated otherwise, shall be based on the previous year's Balanced Revenue Index ("BRI"). BRI is defined as 50% of the one year rate of growth, between the two previous successive fiscal years, of the combined dollar amount of the following four local Alameda taxes:-~~

~~General Fund Property Tax~~

~~1% Bradley Burns Sales Tax~~

~~Utility Users Tax~~

~~Transient Occupancy Tax~~

~~The BRI in calendar year 2016 will be based upon the BRI from fiscal year (FY 2014-2015) over fiscal year (FY 2013-2014). The wage increase for calendar year 2016 based upon this formula will be a minimum 3% and a maximum of 4%, of which only 3% of the 4% shall be an ongoing salary increase and any amount over~~

~~the 3% ongoing shall be in the form of a one-time non-pensionable stipend based on base pay only effective the pay period beginning on January 24, 2016.~~

~~The BRI in calendar year 2017 will be based upon the BRI from fiscal year (FY 2015-2016) over fiscal year (FY 2014-2015). The wage increase for calendar year 2017 based upon this formula will be a minimum 3% and a maximum of 4%, of which only 3% of the 4% shall be an ongoing salary increase and any amount over the 3% ongoing shall be in the form of a one-time non-pensionable stipend based on base pay only effective the first full pay period of January 2017.~~

~~The BRI in calendar year 2018 will be based upon the BRI from fiscal year (FY 2016-2017) over fiscal year (FY 2015-2016). The wage increase for calendar year 2018 based upon this formula will be a minimum 3% and a maximum of 4%, of which only 3% of the 4% shall be an ongoing salary increase and any amount over the 3% ongoing shall be in the form of a one-time non-pensionable stipend based on base pay only effective the first full pay period of January 2018.~~

12.1(b) Market Study

~~The parties agree to conduct a salary survey to be completed no later than December 1, 2016 based upon the total compensation of the Dispatcher classifications at Berkeley, Hayward, Livermore, Pleasanton, and San Leandro. If the survey shows that the Dispatcher classification has fallen below the 50th percentile, where Alameda is not included in calculating the 50th percentile, the Dispatcher classification shall receive an additional equity adjustment to bring its total compensation to the 50th percentile, but not to exceed the 60th percentile. All other PANS represented classifications shall receive an equity adjustment equal to the same percentage adjustment, if any, received by the Dispatcher classification. Equity adjustments, if any, shall take effect the first full pay period of July 2017.~~

Effective the first full pay period following ratification of this successor MOU by PANS 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, PANS represented employees employed by the City shall receive a three percent (3%) salary increase.

Effective the first full pay period following January 1, 2020, PANS represented employees employed by the City shall receive a three percent (3%) salary increase.

Effective the first full pay period following January 1, 2021, PANS represented employees employed by the City shall receive a two percent (2%) salary increase.

Effective the first full pay period following January 1, 2022, PANS represented employees employed by the City shall receive a one percent (1%) 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 that is more than the minimum salary. The City Manager's decision shall be final.

12.3 Step Increases

The step plan of each salary range shall be applied and interpreted as follows for permanent and probationary employees:

The first step shall be the minimum rate and shall normally be the hiring rate for the class. In a case where it is difficult to secure a qualified person or if a person of unusual qualifications is engaged, the City Manager, after receiving the recommendation of the Chief of Police and the advice of the Human Resources Director, may approve appointment above the first step.

The second step shall be paid upon satisfactory completion of one (1) year of paid status at the first step.

The third step shall be paid upon satisfactory completion of one (1) year of paid status at the second step.

The fourth step shall be paid upon satisfactory completion of one (1) year of paid status at the third step.

The fifth step shall be paid upon satisfactory completion of one (1) year of paid status at the fourth step.

The sixth step, where applicable, shall be paid upon satisfactory completion of one (1) year of paid status at the fifth step.

The seventh step, where applicable, shall be paid upon satisfactory completion of one year of paid status at the sixth step.

Raises to each of these steps shall be automatic unless an unsatisfactory service rating report is made. Following an unsatisfactory service rating report, a raise may be delayed by the Chief of Police for not more than six (6) months with the approval of the City Manager. A raise to any step may be made at any time by the City Manager on the recommendation of the Chief of Police whenever an employee exhibits unusual merit.

12.4 Conversion Rate

Any yearly, monthly, 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 bases, the Chief Financial Officer, 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 monthly salaries to hourly rates.

12.5 Deferred Compensation

Employees may participate in the City's voluntary deferred compensation program (457 Plan). For employees who have completed one year of service with the City,

the City will make a contribution into the employee's account of one percent (1.0%) of the employee's base salary if the employee contributes at least one-half of one percent (0.5%) towards their 457 Plan account. The maximum City contribution will be 1.0%. The City's contribution will go into effect the first full pay period after the employee completes their first year of service with the City. For employee contributions, the City will make payroll deductions and transmit funds to the administrator. The City makes no representation on the merit of the plan or any investment products or instruments, which may be offered by the plan. The individual participant is responsible to evaluating the investment options with the plan. The City currently contracts with the ICMA-RC, Nationwide and CalPERS (VOYA) to provide a 457 program.

Section 13. Health and Welfare

13.1 Flexible Benefit Amount

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

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

~~The City's initial contribution was One Dollar (\$1.00) on behalf of each eligible retired employee or eligible survivor of a retired employee and adjustments are made to this number in accordance with PERS requirements.~~

- b. ~~Effective the first full pay period of January 1, 2019 beginning on January 24, 2016, and through the term of this MOU the City shall contribute up to a maximum make the following contributions per month per eligible employee toward the Flexible Benefit Amount for Medical Insurance (includes the City MEC contribution if enrolled in PERS medical insurance) as follows:~~

| | |
|----------------------------------|--|
| | Effective <u>01-24-2016*</u> |
| Employee w/o Medical – Cash Back | \$230.00 |
| Employee only | \$867.37 <u>952.11</u> |
| Employee and one dependent | \$1,734.74 <u>1,904.21</u> |

Employee and two or more dependents ~~\$2,255.15~~\$2,475.48

~~Beginning January 2017, the City shall contribute up to a maximum per month toward the Flexible Benefit Amount as follows *:-~~

| | |
|--|-----------------------|
| Employee w/o Medical — Cash Back | \$230.00 |
| Employee only | \$928.87 |
| Employee and one dependent | \$1,857.74 |
| Employee and two or more dependents | \$2,415.06 |

~~Effective January 1, 2018, the City's contribution shall increase by 50% of the increase, if any, in cost of the CalPERS Bay Area/Sacramento Kaiser Premium based upon each coverage level elected by the employee.~~

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

~~For those who elect not to enroll in one of the City sponsored medical plans, the maximum amount of cash the employee will receive will be set at \$230.00 per month. In the event Kaiser is not offered by PERS, the parties will meet and confer regarding a substitute provider rate.~~

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

~~For the purpose of this section, a dependent is defined as a person who satisfies the definition of dependent in the PERS medical insurance plan in which the employee is enrolled. Such dependents must also be enrolled in and covered by the plan.~~

~~In the event an employee enrolls in a PERS plan that is more than the City's contribution to the Flexible Benefit Amount, the above listed amounts are insufficient to pay 100% of the premiums required of employees enrolled in any one of the PERS medical insurance plans listed below, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.~~

If no medical benefits are selected, upon proof of coverage through their spouse, the Flexible Benefit Amount credited to the employee will be at the 0-Party rate of \$230 per month.

~~Each employee shall notify the Human Resources Department in writing on a form provided, on or before the last day of the PERS open enrollment month each year as to how the monies in his/her Flexible Benefit Amount are~~

~~to be expended during the twelve (12) month period beginning the first day of each PERS benefit year. Thereafter, no change to designations so made will be allowed until the following year unless a qualified reason occurs.~~

Each employee shall be responsible for providing immediate written notification to the Human Resources Department of any change to the number of his/her dependents, which affects the amount of the City payment to the Flexible Benefit Amount. An employee, who by reason of failing to report a change in dependents, receives a City payment greater than the amount to which he/she is entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to his/her Flexible Benefit Amount. In accordance with PERS regulations, ~~—C~~changes to flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Human Resources ~~Department~~Director. No retroactive increases to the City's payments shall be allowed.

13.2 Dental

The City shall 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 the premium shall cause a like change in the Flexible Benefit Amount. The dental plan is \$2600/\$2500 plan per employee and eligible dependents for annual dental care and lifetime orthodontic care.

13.3 Life Insurance

The City shall make the necessary contributions per month per eligible employee to provide each employee with a Fifty Thousand Dollar (\$50,000.00) life insurance program. This coverage will be mandatory for all employees.

13.4 Health and Welfare Study

During the term of this agreement, the City may propose alternate medical providers, to replace the CalPERS program. The bargaining unit will be notified of any proposed change in advance and will be allowed the opportunity to meet with the City prior to making any such change. If negotiations are requested regarding the change, PANS agrees to participate in a coalition format. In the event cost savings are realized as a result of a change in plans, the application of such savings will be subject to negotiations.

13.5 Employee Assistance Program (EAP)

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

13.6 Long Term Disability (LTD) Plan

The City will provide a paid for LTD insurance plan at no cost to all employees covered under this MOU. The City shall contribute up to one Dollar and Twenty Cents (\$1.20) per One Hundred Dollars (\$100.00) of an employee's monthly salary up to Twenty-five Dollars (\$25) per month per employee to provide the Long Term Disability Insurance Program.

13.7 ACA Reopener

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

Section 14. Retirement Plan

14.1 California Public Employees Retirement System (CalPERS) Classic Membership

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

For the duration of this memorandum of understanding, the present Retirement Plan shall be maintained at the benefit level described in the City of Alameda's contract of January 1, 1957, as amended, with Public Employees' Retirement System.

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.

4-5. 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. ~~This PERS contract amendment shall take effect no earlier than January 1, 2013. Effective the first day of the next full pay period following the effective date of the PERS contract amendment, in~~ 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.

~~2. Alternative to PERS Cost Sharing~~

~~Should the other City employees under the City's PERS Miscellaneous Plan not approve the PERS cost sharing by December 31, 2012, then effective January 13, 2013, the employees covered by this MOU shall contribute a cost share amount to the City as an additional 1.868% of earnings towards the employer retirement contribution through a payroll deduction, which shall be deducted in accordance with Section 414(h)(2) of the Internal Revenue Code, to the extent legally allowed, whereby employee contributions shall be tax deferred and not subject to taxation until the time of constructive receipt.~~

14.2 Meet And Confer Regarding Creating A New Retirement TierCalPERS New Membership

~~On January 1, 2013, or as soon thereafter as is reasonably possible, the parties will commence meeting and conferring in good faith regarding creating a new retirement tier of 2% at age 60, based upon the three highest consecutive years of salary. For employees hired on or before January 1, 2013 or for those who are classified as "new" members of CalPERS as defined by Public Employees' Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of 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 Additional Service Credit

The City provides for additional service credit for unused sick leave through Section 20862.8 of the California Government Code.

Section 15. Uniform Allowance

The uniform allowance shall be ~~Seven Hundred and Seventy-Five~~Nine Hundred Fifty Dollars (\$~~775,950~~) ~~per year paid biweekly.~~

Effective the first full pay period of January ~~24, 2016~~2019, the uniform allowance shall increase by ~~one hundred fifty~~ dollars to ~~Eight Hundred and Seventy Five One Thousand~~ Dollars (\$~~875,1,000~~) per year paid biweekly.

Effective the first full pay period of January ~~2017~~2020, the uniform allowance shall increase by fifty dollars to ~~Nine Hundred~~One Thousand and ~~Twenty Five~~Fifty Dollars (\$~~925~~1,050) per year paid biweekly.

Effective the first full pay period of January ~~2018~~2021, the uniform allowance shall increase by ~~twenty five~~fifty dollars to ~~Nine Hundred~~One Thousand and ~~Fifty One~~Hundred Dollars (\$~~950~~1,100) per year paid biweekly.

Effective the first full pay period of January 2022, the uniform allowance shall increase by fifty dollars to One Thousand and One Hundred Fifty Dollars (\$1,150) per year paid biweekly.

Employees are responsible for the maintenance, care, purchase and replacement of their uniforms.

Section 16. Holidays

All employees covered by this Memorandum of Understanding shall be paid additional compensation for City recognized holidays with no option for time off, at the rate of .07502 of their regular salaries paid on a biweekly basis. Holiday pay shall be administered as per 2 C.C.R. Sec. 571 (a)(5).

Section 17. Vacation

17.1 Vacation Scheduling

The times during the calendar year at which an employee shall take vacation shall be determined by the City Manager or the designated representative with due regard to the wishes of the employee and particular regard to the need of the City. All employees shall, on a form provided by the City, indicate their preference for vacation periods. Preference of vacation date shall be given to employees according to their length of service and assignment in as reasonable a manner as possible. The City will post a final vacation schedule by January 1 of each year.

17.2 Vacation Benefits

Vacation benefits will be accrued on a pay period basis. Employees on original probation shall be eligible to use their accrued vacation after six (6) months of service. ~~Employees shall earn vacation as follows:~~Every employee, on the most recent anniversary date of his or her employment shall be entitled to a vacation as follows:

| <u>Years of Service</u> | <u>Days</u> | <u>Yearly Vacation Accrual (Hours Per Year)</u> |
|-------------------------|-------------|--|
| | | <u>40 Hour/Week Standard Work Week</u> <u>(8 Hours/Day)</u> |

| | | |
|---------------------|-----------|------------|
| <u>10 - < 4</u> | <u>10</u> | <u>80</u> |
| <u>4 - < 5</u> | <u>15</u> | <u>120</u> |
| <u>5 - < 7</u> | <u>16</u> | <u>128</u> |
| <u>7 - < 9</u> | <u>17</u> | <u>136</u> |
| <u>9 - < 11</u> | <u>18</u> | <u>144</u> |
| <u>11 - < 13</u> | <u>19</u> | <u>152</u> |
| <u>13 - < 20</u> | <u>20</u> | <u>160</u> |
| <u>20 - < 21</u> | <u>21</u> | <u>168</u> |
| <u>21 - < 22</u> | <u>22</u> | <u>176</u> |
| <u>22 - < 23</u> | <u>23</u> | <u>184</u> |
| <u>23 - < 24</u> | <u>24</u> | <u>192</u> |
| <u>24+</u> | <u>25</u> | <u>200</u> |

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

During the term of this agreement, the City shall implement a vacation leave accrual system that provides all PANS 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 labor with at least 30 days advanced notice before implementing this change.

~~Ten (10) working days of vacation with pay if he or she shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.~~

~~Fifteen (15) working days' vacation with pay if he or she shall have been in the service of the City for a period of five (5) years or more but less than six (6) years prior to such anniversary date.~~

~~Sixteen (16) working days' vacation with pay if he or she shall have been in the service of the City for a period of six (6) years or more but less than seven (7) years prior to such anniversary date.~~

~~Sixteen (16) working days' vacation with pay if he or she shall have been in the service of the City for a period of seven (7) years or more but less than eight (8) years prior to such anniversary date.~~

~~Seventeen (17) working days' vacation with pay if he or she shall have been in the service of the City for a period of eight (8) years or more but less than nine (9) years prior to such anniversary date.~~

~~Seventeen (17) working days' vacation with pay if he or she shall have been in the service of the City for a period of nine (9) years or more but less than ten (10) years prior to such anniversary date.~~

~~Eighteen (18) working days' vacation with pay if he or she shall have been in the~~

~~service of the City for a period of (10) years or more but less than eleven (11) years prior to such anniversary date.~~

~~Eighteen (18) working days' vacation with pay if he or she shall have been in the service of the City for a period of eleven (11) years or more but less than twelve (12) years prior to such anniversary date.~~

~~Nineteen (19) working days' vacation with pay if he or she shall have been in the service of the City for a period of twelve (12) years or more but less than thirteen (13) years prior to such anniversary date.~~

~~Nineteen (19) working days' vacation with pay if he or she shall have been in the service of the City for a period of thirteen (13) years or more but less than fourteen (14) years prior to such anniversary date.~~

~~Twenty (20) working days' vacation with pay if he or she shall have been in the service of the City for a period of fourteen (14) years or more but less than fifteen (15) years prior to such anniversary date.~~

~~Twenty (20) working days' vacation with pay if he or she shall have been in the service of the City for a period of fifteen (15) years or more but less than twenty-one (21) years prior to such anniversary date.~~

~~Twenty-one (21) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-one (21) years or more but less than twenty-two (22) years prior to such anniversary date.~~

~~Twenty-two (22) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-two (22) years or more but less than twenty-three (23) years prior to such anniversary date.~~

~~Twenty three (23) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-three (23) years or more but less than twenty-four (24) years prior to such anniversary date.~~

~~Twenty-four (24) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-four (24) years or more but less than twenty-five (25) years prior to such anniversary date.~~

~~Twenty-five (25) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-five (25) years.~~

17.3 Vacation Accumulation

Employees may accumulate no more than eighty (80) hours of vacation in addition to the employee's regular, annual vacation accrual entitlement, at any one time. Except as so limited, earned vacation not used may be accrued and carried over from year-to-year without limitation.

Section 18. Sick Leave

18.1 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. Employees shall accrue sick leave benefits as follows:

| <u>Employee's Standard Work Week</u> | <u>Hourly Accrual Rate</u> | <u>Maximum Yearly Accrual</u> |
|--|--------------------------------|-----------------------------------|
| <u>40 Hours Per Week</u> | <u>.0462</u> | <u>96 Hours</u> |

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

Currently, Regular and probationary employees shall accrue sick leave at the rate of eight (8) hours per month, provided they have been in a pay-paid status on one hundred sixty (160) straight time hours that month at least 92% of the month based on their standard workweek shall be entitled to earn sick leave hours. For the purposes of this Section, employees with a standard work week of 40 hours shall be entitled to earn 8 hours per month. Except as so limited, earned sick leave not used may be accrued and carried over from year-to-year without limitation. Sick leave usage shall not be considered as a privilege, which an employee may use at his or her discretion, but shall be allowed only in case of necessity of actual sickness or disability. Charge of sick leave used shall be on the basis of one (1) 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.

18.2 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 the scheduled time for beginning his or her work duties of his or her impending absence.

18.3 Doctor's Certificate or Other Proof

At the discretion of the employee's supervisor, 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 a personal affidavit may be required at any time after an employee has used fifty percent (50%) of their annual sick leave accrual in a calendar year. for any period of absence for which sick leave is claimed; however, when absence is for more than forty (40) consecutive work hours, the employee shall file a physician's certificate with the Chief of Police stating the cause of the absence and certifying that such employee is not able to perform the duties of the employee's employment.

18.4 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 of a spouse, child, parent, or domestic partner. At the City's request, the employee will provide satisfactory

evidence of the facts justifying such absence.

18.5 Sick Leave during Probationary Period

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

Section 19. Leaves of Absence

19.1 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 leaves 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.

19.2 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 only for those hours required to serve.

19.3 Military Leaves of Absence

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

19.4 Other Statutory Leaves

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

19.5 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California. Integration of 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 will 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.

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

19.6 Funeral Leave

In the event of a death in the immediate family of an employee of the City of Alameda, 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 three (3) regularly scheduled working days. (Five (5) days for the purposes of spouse, domestic partner, parent or child). This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on leave of absence, layoff, or sick leave.

For the purposes of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents and grandchildren. 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.

19.7 Catastrophic Leave Bank

The City agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Catastrophic Leave Bank (CLB) will allow the bargaining unit employees to donate time to affected employees within and outside the unit, so that he/she 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 20. Probationary Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a 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 ~~his~~-their position and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for a Senior Public Safety Dispatcher is six (6) months and the probationary period for all other classifications 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 six months must be approved by the City Manager.

These periods are normally considered sufficient to observe and evaluate an employee's performance of their full range of duties and responsibilities required in their position during "active duty". These periods may be extended for extended leaves of absence (including illness, injury or maternity leave) or limited duty. Extended leaves of absence or limited duty are not credited towards completion of the probationary period. In the event of extended leaves of absence, or periods of limited duty, in excess of fourteen (14) calendar days, the City may extend the probationary period by an equal amount upon prior written notification to the employee. The City may also extend a probationary period up to a maximum of six (6) months upon mutual written agreement with the employee.

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

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

Section 21. Layoff

21.1 Layoff and Reemployment

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, in the opinion of the City, to perform the work required. An employee laid off from City service prior to being rehired must pass the physical examination administered by a City-appointed physician and must pass the background check administered by the Police Department. The names of employees laid off shall be placed on a Reemployment Eligible List as hereinafter specified.

Layoffs shall be made in the inverse order of Department seniority.

When a promotional reduction is made in the Police Department, demotions

shall be made in the inverse order of seniority in classification. An employee being demoted shall be placed in the classification he or she last held prior to the classification from which he or she is being demoted. Time spent in the higher classification shall be treated as seniority time in the lower classification to which the employee is demoted for purposes of calculating seniority in that lower classification.

The Reemployment Eligible List shall consist of the names of employees and former employees having probationary or permanent status who were laid off in that classification. The rank order on such list shall be determined by relative seniority as specified above. Such list shall take precedence over all other eligible lists in making appointments to the classification in which the employee worked.

The name of any person laid off shall continue on the appropriate Reemployment Eligible List for a period of three (3) years after it is placed thereon. The names of any eligible employees on a Reemployment Eligible List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

Service with the City shall be terminated by discharge, resignation, or twelve (12) consecutive months of unemployment with the City.

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, 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.

Any employee who was hired by the City prior to July 1, 1978, and who has been in the service of the City for a period of six (6) years or more but less than fifteen (15) years shall receive five (5) working days' pay at the employees current rate of pay at the time of layoff. An employee with more than sixteen (16) years of service with the City shall receive ten (10) working days' pay at the employee's current rate of pay at the time of layoff.

21.2 Alternatives to Layoff

The parties agree 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 or Discipline

22.1 Right of Discharge or Discipline

The City shall have the right to discharge or discipline any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the Department'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 an 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 employee in writing within five (5) working 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 or her personnel file without prejudice to subsequent arguments concerning the contents of such documents. An employee shall have the right to respond within five (5) days in writing to any written material entered in the employee's personnel file. Such written response shall be included in the employee's personnel file.

Section 24. Grievance Procedure

Definition of a Grievance

A grievance is any dispute arising during the term of this Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of Understanding including disputes over termination of non-probationary employees, demotions, reduction in grade and suspensions without pay. Discipline not involving termination, demotion, reduction in grade or suspension without pay is not subject to the Adjustment Board and advisory Arbitration provisions.

24.1 Initial Discussion

Any employee or Unit representative shall discuss a grievance with the Chief of Police or with such subordinate management official as the Chief of Police may designate.

24.2 Referral to City Manager

If the grievance is not resolved within the Department, the employee or Unit representative may notify the City Manager in writing that a grievance exists. Such notifications shall state the particulars of the grievance and, if possible, the nature of the determination which is desired. A grievance which has been heard and investigated pursuant to this Section and Section 24.1 and 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 Unit and the City are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is hereinabove defined) which arises and is presented during the term of this 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 Unit shall be an indispensable party to any grievance that is submitted to the Adjustment Board.

If an Adjustment Board is unable to arrive at a majority decision, either the Unit or the City may request that the grievance be referred to the City Manager. The Unit or the City may, alternatively, refer the grievance to advisory arbitration.

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

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, 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.

Decisions of Adjustment Board on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

No changes in the Memorandum of Understanding of interpretations thereof will be recognized unless agreed to by the City Manager and the Unit.

24.4 Advisory Arbitration

If advisory arbitration is requested, representatives of the City and the Unit shall meet promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Unit and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

24.5 No Abridgement of Other Rights of Appeal

The provisions of this grievance procedure shall not abridge on rights granted to employees under the City Charter or City ordinances, resolutions, rules and regulations providing other procedures for resolving disputes, except that an employee may not submit a grievance to an Adjustment Board or arbitrator in accordance with this grievance procedure if the employee has elected to use another procedure available under the City Charter or City ordinances, resolutions, rules and regulations for the resolution of his or her grievance.

24.6 Pay Claims

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than sixty (60) days from the date of filing.

24.7 Disciplinary Action

No grievance involving the discharge, demotion, reduction in grade, or suspension of an employee will be entertained unless it is filed in writing by the employee with the City Manager or Civil Service Board within five (5) working days from the date of the notification of the action.

Section 25. Outside Employment

No full-time employee shall engage in employment that constitutes a conflict of interest 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 from other than the City of Alameda without the approval of the City Manager.

Section 26. Miscellaneous

26.1 Residence

Employees may reside within the City, or within a geographical area located in and limited to an area which permits a time of response, using the most direct and feasible surface route in compliance with the legal vehicular speed limits, from place of residence to place of work not exceeding fifty (50) minutes.

26.2 Compensation of Property Damaged in the Course of Employment

The City shall compensate an employee up to One Hundred Dollars (\$100.00) per year for the repair or replacement of a watch damaged in the course of the performance of the employee's duties with the City of Alameda and replace in kind an employee's glasses damaged or broken in the course of the performance of the employee's duties with the City. Such reimbursement/replacement shall be in accordance with applicable Department policy.

26.3 Educational Reimbursement and Educational Incentive

The City shall continue the Education Reimbursement Program instituted on July 1, 1971 and revised August 26, 1971 as provided for in Appendix B of this MOU and the maximum reimbursement shall be \$750 each fiscal year.

26.4 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. The Bilingual Pay differential on a continuous basis is One Hundred Dollars (\$100.00) per month for active full time

dispatchers.

26.5 Drug Free Work Place

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

26.6 Seat Belts

The parties agree that during the course of their employment employees will wear seat belts.

26.7 Training Assignment

An employee assigned by the Chief of Police to a training assignment will receive Sixty Dollars (\$60.00) per day for the duration of the assignment. The length of such assignment shall be determined by the Chief of Police.

26.8 Meal Allowance

Effective following ratification of this agreement by PANS and adoption by the City Council, the meal allowance shall be consistent with the City-wide meal allowance for lunch and will be administered pursuant to appropriate Police Department regulations.

26.9 State Disability Insurance

PANS 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. SDI deductions will be implemented as soon as administratively possible. 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.

26.10 Catastrophic Leave and SDI Process

In January of 2019, or as soon thereafter as is reasonably possible, the parties will commence meeting and conferring in good faith about changes to the Catastrophic Leave Bank (Section 19.7) and State Disability Insurance (SDI) (Section 26.9). These discussions will primarily focus on the administration and processing of Catastrophic Leave and State Disability Insurance.

26.11 Implementation of 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 rendered or declared illegal.

Section 28. Past Practices and Existing Memoranda of Understanding

28.1 Past Practices

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 Unit.

Section 29. Term of Agreement

This agreement shall become effective on December 27, ~~2015-2018~~ and shall expire on ~~December 26, 2018~~ June 30, 2022.

MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA

And

ALAMEDA POLICE OFFICERS ASSOCIATION NON-SWORN UNIT
DECEMBER 27, ~~2015-2018~~ – ~~DECEMBER 26, 2018~~ JUNE 30, 2022.

Made and entered into this ____ day of _____.

ALAMEDA POLICE OFFICERS
ASSOCIATION NON-SWORN UNIT

CITY OF ALAMEDA

By _____

By _____

By _____

APPROVED AS TO FORM

By _____

CITY OF ALAMEDA
ALAMEDA POLICE OFFICERS ASSOCIATION-Nonsworn

| CODE | CLASSIFICATION | Effective Date | HOURLY | | | | | | |
|---|--|----------------|----------|----------|----------|----------|----------|----------|----------|
| | | | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| Non-Exempt | | | | | | | | | |
| 4071 | Senior Public Safety Dispatcher | 1/6/2019 | 39.61 | 41.60 | 43.68 | 45.87 | 48.15 | | |
| 4072 | Crime Scene Specialist | 1/6/2019 | 32.63 | 34.27 | 35.98 | 37.78 | 39.67 | 41.65 | 43.73 |
| 4074 | Public Safety Dispatcher | 1/6/2019 | 35.25 | 37.01 | 38.85 | 40.79 | 42.83 | | |
| 4075 | Property & Evidence Technician | 1/6/2019 | 31.99 | 33.60 | 35.28 | 37.04 | 38.89 | | |
| 4076 | Crime Prevention Technician | 1/6/2019 | 29.02 | 30.47 | 31.99 | 33.60 | 35.28 | 37.04 | 38.89 |
| 4079 | Police Technician | 1/6/2019 | 27.56 | 28.94 | 30.39 | 31.90 | 33.50 | 35.16 | 36.93 |
| 4095 | Animal Control Officer | 1/6/2019 | 24.27 | 25.47 | 26.75 | 28.08 | 29.48 | 30.96 | 32.51 |
| | | | | | | | | | |
| Exempt | | | ANNUAL | | | | | | |
| 4070 | Public Safety Communications Supervisor* | 1/6/2019 | 92,282 | 96,895 | 101,740 | 106,827 | 112,169 | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Holiday-in-Lieu Pay (MOU Sec. 16. Holidays) | | | | | | | | | |
| | Public Safety Communications Supervisor | ANNUAL | 6,923.00 | 7,269.06 | 7,632.53 | 8,014.16 | 8,414.92 | | |
| | | | | | | | | | |
| | Senior Public Safety Dispatcher | HOURLY | 2.97 | 3.12 | 3.28 | 3.44 | 3.61 | | |
| | | ANNUAL | 6,177.60 | 6,489.60 | 6,822.40 | 7,155.20 | 7,508.80 | | |
| | Crime Scene Specialist | HOURLY | 2.45 | 2.57 | 2.70 | 2.83 | 2.98 | 3.12 | 3.28 |
| | | ANNUAL | 5,096.00 | 5,345.60 | 5,616.00 | 5,886.40 | 6,198.40 | 6,489.60 | 6,822.40 |
| | Public Safety Dispatcher | HOURLY | 2.64 | 2.78 | 2.91 | 3.06 | 3.21 | | |
| | | ANNUAL | 5,491.20 | 5,782.40 | 6,052.80 | 6,364.80 | 6,676.80 | | |
| | Property & Evidence Technician | HOURLY | 2.40 | 2.52 | 2.65 | 2.78 | 2.92 | | |
| | | ANNUAL | 4,992.00 | 5,241.60 | 5,512.00 | 5,782.40 | 6,073.60 | | |
| | Crime Prevention Technician | HOURLY | 2.18 | 2.29 | 2.40 | 2.52 | 2.65 | 2.78 | 2.92 |
| | | ANNUAL | 4,534.40 | 4,763.20 | 4,992.00 | 5,241.60 | 5,512.00 | 5,782.40 | 6,073.60 |
| | Police Technician | HOURLY | 2.07 | 2.17 | 2.28 | 2.39 | 2.51 | 2.64 | 2.77 |
| | | ANNUAL | 4,305.60 | 4,513.60 | 4,742.40 | 4,971.20 | 5,220.80 | 5,491.20 | 5,761.60 |
| | Animal Control Officer | HOURLY | 1.82 | 1.91 | 2.01 | 2.11 | 2.21 | 2.32 | 2.44 |
| | | ANNUAL | 3,785.60 | 3,972.80 | 4,180.80 | 4,388.80 | 4,596.80 | 4,825.60 | 5,075.20 |
| | | | | | | | | | |
| * Classification moved to PANS from MCEA effective 06/28/2015 | | | | | | | | | |

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. ~~\$500~~ 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~~ per employee per year must receive prior approval by the City Manager.
\$500-750
- 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.

JDG:fh/ms