



MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

ALAMEDA CITY EMPLOYEES ASSOCIATION

UPON ADOPTION — DECEMBER 27~~8~~, 2018 —
JUNE 30, 2022

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MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
ALAMEDA CITY EMPLOYEES ASSOCIATION

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing ~~upon adoption and ending~~ December 27~~8~~, 2018 and ending June 30, 2022.

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

Section 1. Recognition

1.1 Association Recognition

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

1.2 City Recognition

The Municipal Employee Relations Officer of the City of Alameda or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of City of Alameda, hereinafter referred to as the "City", in Employer-employee relations, as provided in Resolution No. 7476 adopted by the City Council on May 21, 1969.

Section 2. Association Security (Section Still Under Review)

2.1 Dues Deduction

Payroll deductions for membership dues shall be granted by the City only to the Association. The City shall deduct Association dues and premiums for approved insurance programs from employees' pay in represented classes in conformity with State and Federal regulations. The Court shall promptly pay over to the designated payee all sums so deducted. Employees may authorize dues only for the organization certified as the recognized employee organization of the unit to which employees are assigned. The City and the Union agree to handle payroll deductions for Union-represented employees in accordance with Government Code section 1157.12.

2.2 Agency Shop Member Records

~~The parties hereto recognize that membership in the Association is not compulsory, that~~

employees have the right to join, not join, maintain, or drop their membership in the Association and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Association agrees that it is obligated to represent all of the employees in the Unit fairly and equally, without regard to whether or not an employee is a member of the Association.

Any changes to the law for agency shop membership status will trigger an immediate meet and confer over the impacts of that decision of Section 2.2 Agency Shop only. Any employee of the City in an ACEA represented position, as a condition of continued employment, is required to either belong to the Association or to pay to the Association an amount equal to a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments for the organization. (Government Code Section 3502.5(a)) The Authorization to Deduct Dues form will be presented to new employees on the date of hire.

The Association shall notify the City in writing as to the amount of membership dues and the service fee. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fee check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only 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 legal and required deductions have priority over Association dues.

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.

The City shall furnish the Association, on a monthly basis, the name, date of hire, classification and work location of all newly hired employees subject to this Agreement along with verification of any monthly transmittals to charitable organizations. Should the City update its payroll system or payroll system software be acquired and implemented, the City will notify the Union to meet and discuss any possibility that future reports on appropriate ACEA member contact information that can be released legally and in accordance with MMBA. Changes in employee work status (leaving employment, new hires, promotions, etc.) will be provided on a monthly basis to both the ACEA president and OE3 business representative on record in writing with the City in an electronic format. The Union shall comply with Government Code 3502.5(a)-(f), which provides, in part: Every recognized employee organization which has agreed to an agency shop provision or is a party to an agency shop arrangement shall keep an adequate itemized record of its financial transactions and shall make available annually, to the public agency with which the agency shop provision was negotiated, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this chapter, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the public agency with a copy of the financial reports.

The Association or OE#3 will maintain records of employee authorizations for dues deductions. The Association or OE#3 will provide the City with information regarding the amount of dues deductions and certify the list of Association employees who have authorized dues deductions. The City will rely on the information provided by the

Association in processing dues deductions for the Associations members and remit such dues or fees to OE3. The Association will immediately notify the City of any changes in member dues deduction authorizations. The City will direct all inquiries from employees about union membership or dues deduction to OE#3.

2.3 Employee Rights

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

Section 3. Association Representatives

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

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

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

Section 4. Access to Work Locations

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

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

Section 5. Use of City Facilities

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

The use of City equipment ~~other than items~~ normally used in the conduct of business meetings, such as desks, chairs, and ~~blackboards whiteboards~~ is strictly prohibited, 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 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 ~~shall be given the Association~~ 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 ~~on all bulletin boards at the earliest practical time~~.

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 identity, gender expression, age, sexual orientation, pregnancy, sex, disability, religion, age, marital status, sexual orientation, political affiliation, military and veteran status or legitimate union activities, against any employee or applicant for employment by the Association, or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law.

Section 10. Hours of Work

10.1 Work Day & Work Week

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:

- The workweek shall consist of Forty (40) hours;
- Thirty eight (38) hours;
- Thirty seven and one half (37.5) hours;
- Thirty six (36) hours

Employees may work a fixed compressed work schedule with the approval of the Department Head and City Manager. Compressed work schedules are fixed work schedules that enable the employee to complete their bi-weekly standard workweek schedule in other than the traditional 10 working days.

—The City shall and the workday shall consist of eight (8) hours; provided, however, that designated classifications in Appendix A shall have a workweek of thirty-seven and one-half (37-1/2) hours and a workday of seven and one-half (7-1/2) hours. For employees on a reduced workweek pursuant to Section 10.2 below, the days referred to in this Memorandum of Understanding are either eight (8) hours or seven and one-half (7-1/2), as the case may be.

The normal work days in the workweek are Monday through Friday, which providesprovide employees with two (2) consecutive days off. Modifications to the Monday through Friday work schedule and the assignment of two consecutive days off were made for some employees working in the Library Department in the past. Such alternative work schedule arrangements shall remain. Departments that currently schedule employees to work a schedule other than the normal work days described above are Library Department and AMP. Any future modifications where the City does not provide two consecutive days off to the Monday through Friday work schedule for current employees shall be the subject of meet and confer between the City and the Association.

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

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

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

10.2 Reduced Work Day, Workweek and Work Schedule Changes

Future changes to the The City will offer each employee working on a reduced workweek as of 7/1/06 the opportunity to continue on a reduced workweek or to return to a five (5) day workweek of thirty-seven and one-half (37 1/2) hours or forty hours (40) (as specified in Section 10.1 above). No such change in workweek referred to in Section 10.1 shall be the subject of meet and confer between the City and the Association, occur without there first being a meeting between the affected employee and the Department Head Existing employee workweeks (for example 36 hours) in effect upon ratification of this MOU by ACEA and approval by the City Council shall remain in effect provided such schedules continue to meet business and operational needs of the City.- Specific work days and schedules The workweek of any employees hired after 7/1/06 will be set based on business and operational need and will be at the discretion of the Department Head.

In the event of a management initiated work schedule change, should a concern arises regarding reduced workweek hour scheduling, the following procedure will be employed:

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

10.3 Change to Hours in a Standard Workweek

Effective as soon as reasonably possible after ratification of this successor MOU by ACEA and approval by City Council, the City agrees to make the following standard workweek changes to the classifications listed below:

<u>Classification Title</u>	<u>Previous Standard Workweek Hours (weekly/pay period)</u>	<u>New Standard Workweek Hours (weekly/pay period)</u>	<u>Number of Work Days Per Week</u>
<u>Recreation Service Specialists</u>	<u>37.5 / 75</u>	<u>40 / 80</u>	<u>Remains 5 Days</u>
<u>Construction Inspectors</u>	<u>37.5 / 75</u>	<u>40 / 80</u>	<u>Remains 5 Days</u>
<u>Senior Construction Inspectors</u>	<u>37.5 / 75</u>	<u>40 / 80</u>	<u>Remains 5 Days</u>

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

11.1 Overtime Authorization

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

11.2 Overtime/Compensatory Time Off

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

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

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

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

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

11.3 Call Back

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

11.4 Acting Pay

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

An employee who is assigned by the employee's supervisor and approved by the Department Head and the City Manager 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.

~~Employees assigned to a Continuous acting assignment, shall be immediately eligible to receive paid leave at their acting assignment pay rate. This does not apply to employees assigned to Qualified acting assignments.~~

~~The City agrees that it will not use partial duties or responsibilities as a reason not to pay Acting Pay.~~

~~Where a person is assigned duties of a higher position due to sick leave/vacation for entire date, "Acting Pay" will be for entire day.~~

11.5 Additional Duties Pay

~~If a~~An employee ~~is who is~~ assigned ~~by the employee's supervisor and approved by the Department Head and City Manager~~ a Working Classification ~~due to the performance of~~ duties that are substantially above and outside their normal classification, ~~and for which there is no classification available the employee~~ will receive additional duties pay. ~~Additional duties pay shall be paid at 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. ~~, and for which there is no classification available.~~

11.6 Meals

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

11.7 Stand By

Upon ratification, employees required to perform standby shall be credited with one and one-half (1 and 1/2) hours of compensation at the straight time base rate of pay for such standby duty performed on a regularly assigned workday and three (3) hours compensation at the straight time base rate of pay for such standby duty assigned on regularly scheduled days off. When an employee assigned to such standby duty is called back, he/she shall receive both standby and call back compensation. Employees on standby will be provided pagers.

Section 12. Salaries

12.1 Rates of Pay

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

Effective the first full pay period following ratification of this successor MOU by ACEA and approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following January 1, 2019, ACEA represented employees employed by the City shall receive a three percent (3.0%) base salary increase.

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

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

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

~~Wage increases for 2016 will be based upon the fiscal year (FY 2014-2015) over fiscal year (FY 2013-2014) rate of growth in the total combined dollar amount of General Fund Property Taxes, the 1% Bradley Burns Sales Taxes, Utility Users Taxes, and Transient Occupancy Taxes, with the rate of the wage increase equaling one-half (i.e., 50%) of the year-over-year rate of growth. The wage increase for 2016 based upon this formula will be a minimum of 3% ongoing salary increase 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-PERSable stipend based on base pay only, effective the pay period beginning on January 24, 2016.~~

~~Wage increases for 2017 will be based upon the fiscal year (FY 2015-2016) over fiscal year (FY 2014-2015) rate of growth in the total combined dollar amount of General Fund Property Taxes, the 1% Bradley Burns Sales Taxes, Utility Users Taxes, and Transient Occupancy Taxes, with the rate of the wage increase equaling one-half (i.e., 50%) of the year-over-year rate of growth. The wage increase for 2017 based upon this formula will be a minimum of 3% ongoing salary increase 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-PERSable stipend based on base pay only, and will take effect in the first full pay period in January 2017.~~

~~Wage increases for 2018 will be based upon the fiscal year (FY 2016-2017) over fiscal year (FY 2015-2016) rate of growth in the total combined dollar amount of General Fund~~

~~Property Taxes, the 1% Bradley Burns Sales Taxes, Utility Users Taxes, and Transient Occupancy Taxes, with the rate of the wage increase equaling one-half (i.e., 50%) of the year-over-year rate of growth. The wage increase for 2018 based upon this formula will be a minimum of 3% ongoing salary increase 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-PERSable stipend based on base pay only, and will take effect in the first full pay period in January 2018.~~

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

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.

Step 6 upon completion of twelve (12) months' service in Step 5 unless the City Manager disapproves.

Step 7 upon completion of twelve (12) months' service in Step 6 unless the City Manager disapproves.

Step 8 upon completion of twelve (12) months' service in Step 7 unless the City Manager disapproves.

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

12.4 Conversion Rate

Any yearly, monthly, per diem, bi-weekly or hourly rate of pay may be converted into any

equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, 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 monthly salaries to hourly rates, as well as for calculating hourly rates.

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

12.5 Permanent Part-Time Employees

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

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

12.6 ~~Total Compensation Study~~Class A or B License

Effective January 1, 2019, the City agrees to pay the cost of written and medical examination and the difference in the license renewal fees above a Class C Driver's License.

Effective January 1, 2019, an employee working in a classification that requires the maintenance of a valid California Commercial Driver's License (CDL) shall receive Sixty Five Dollars (\$65.00) per month for maintaining their CDL. CDL pay shall be in addition to payment made by the City for the cost of obtaining the license as provided above.

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

12.7 Equity Adjustments

Plan Check Engineer, Transportation Engineer and Associate Civil Engineer

Effective January 6, 2019 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following January 1, 2019, ACEA employees employed by the

City in the classifications of Plan Check Engineer (3230) and Transportation Engineer (3145), shall receive an equity salary increase of 10.0% of base pay.

Effective January 6, 2019 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following January 1, 2019, the Associate Civil Engineer (3140) shall receive an equity salary increase to match their salary to the Public Works Project Manager I salary.

In conjunction with the equity salary increases, the positions of Associate Civil Engineer (3140), Plan Check Engineer (3230), and Transportation Engineer (3145) will be changed from non-exempt to exempt from the overtime pay provisions of the Fair Labor Standards Act (FLSA). These positions all meet the requirements under FLSA for the learned professional exemption. As the result of this change, these classifications will be transferred to the Management and Confidential Employees Association's (MCEA's) bargaining group's community of interest. MCEA represents classifications with associated exemptions under FLSA.

Assistant Engineer, Junior Engineer, Planner I, II and III

Effective January 6, 2019 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following January 1, 2019, ACEA represented employees employed by the City in the classifications of Assistant Engineer (3120), Junior Engineer (3110), Senior Engineering Aide (3020), Engineering Aide (3015), Planner III (6040), Planner II (6030), and Planner I (6020) shall receive an equity salary increase of 5.0% of base pay.

Effective the first full pay period following January 1, 2020, ACEA represented employees employed by the City in the classifications of Assistant Engineer (3120), Junior Engineer (3110), Senior Engineering Aide (3020), Engineering Aide (3015), Planner III (6040), Planner II (6030), and Planner I (6020) shall receive an equity salary increase of 5.0% of base pay.

Park Maintenance Worker II

Effective January 6, 2019 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following January 1, 2019, the Parks Maintenance Worker II (5261) shall receive an equity salary increase to match their salary to the Maintenance Worker II salary.

~~In December of 2016, the City will complete a total compensation study (salaries and all benefits) for the following benchmark classifications: Journey Level Engineer and Journey Level Librarian. The comparable jurisdiction that shall be used for the Journey Level Engineer study shall be: Livermore, Walnut Creek, Berkeley, San Leandro and Hayward.~~

~~The comparable jurisdictions that shall be used for the Journey Level Librarian study shall be: Mountain View, San Leandro, Redwood City, Livermore and Berkeley.~~

~~The parties will meet and confer over the results of the compensation study no later than March 2017, and adjustments, if any, shall be considered in FY17-18 Budget.~~

Section 13. Health and Welfare

13.1 Flexible Benefit Amount

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

The City has established a Flexible Benefits Amount for each full-time regular employee who is eligible to enroll in one of the PERS medical insurance plans offered by the City. The City's contribution to the Flexible Benefit Amount includes the current PEMHCA statutory minimum contribution~~PERS Minimum Employer Contribution (MEC)~~, which as of 1/1/2016~~8~~ is one hundred ~~twenty-five~~thirty three dollars (\$~~125~~33.00) 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 ~~shall be considered to meet~~includes the PEMHCA statutory M~~inimum~~e~~Employer~~C~~ontribution requirements of PERS.~~

- b. Effective ~~the pay period beginning~~ January 124, 201~~69~~68, and through the term of this MOU, the City shall contribute up to a maximum per month per eligible employee toward the Flexible Benefit Amount as follows:

0 Party	\$230.00
Employee only	\$895.02 <u>952.11</u>
Employee plus one	\$1,790.03 <u>904.21</u>
Employee plus family	\$2,327.04 <u>475.48</u>

- ~~c. Beginning the first full pay period in January 2017, the City shall contribute up to a maximum per month per eligible employee toward the Flexible Benefit Amount as follows:—~~

0 Party	\$230.00
Employee only	\$928.87
Employee plus one	\$1,857.74
Employee plus family	\$2,415.06

- ~~d. Effective the first full pay period in January 2018, the City's contribution shall increase by 50% of the increase to the Kaiser premiums based on each coverage level.~~

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

~~Following the expiration of this MOU, the City shall not change the amount of money~~

~~allocated to the Flexible Benefit Amount for medical benefits, unless agreed upon 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 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 City 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, 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 Director. No retroactive increases to the City's payments shall be allowed.

~~In the event Kaiser or Blue Shield is not offered by PERS, the parties will meet and confer regarding a substitute provider rate. 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 be allowed the opportunity to meet with the City prior to making any such change. If negotiations are requested regarding the change, ACEA 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.~~

13.2 Dental Insurance

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

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

care and lifetime orthodontic care.

13.3 Life Insurance

The City shall provide each employee with a one hundred thousand dollar (\$100,000)~~thirty thousand dollar (\$50,000)~~ life insurance ~~policy~~~~program~~. This coverage will be mandatory for all employees and the cost is reflected in the Flexible Benefit Amount specified in Section 13.1.

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

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

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

13.5 Employee Assistance Program

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

13.6 Long Term Disability Insurance

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

13.7 ACA Reopener

The parties agree to meet and confer through the impasse process, upon the request of the City, to negotiate changes to the City's health plans for only those plans that trigger excise tax liability as "Cadillac plans" under the Affordable Care Act. ~~The City must request to meet and confer with the Association not less than 30 days prior to the start of open enrollment for the 2018 plan year. The City's request to meet and confer with the Association may be made at any point within the term of this agreement but not less than 60 days prior to the start of open enrollment for the plan year in which the excise tax is set to take effect.~~

Section 14. Retirement Plan

14.1 California Public Employees Retirement System (CalPERS) Classic Membership

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

The ~~present~~ 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, ~~subject to any agreement reached pursuant to Section 14.2,~~ for the duration of this Memorandum of Understanding ~~with the following modifications:~~

1. Effective April 1, 1997, the individual employees did and shall continue to make their own normal employee contributions to CalPERS, in the amount of 7%, and they shall have the option to have those payments tax deferred under IRS Policy and Rule 414 (h) (2) unless the IRS or Franchise Tax Board indicates that such contributions are taxable income subject to withholding.
2. At the time of the City's withdrawal from the Federal Insurance Contribution Act (FICA) on January 1, 1983, each employee was entitled to the Public Employees Retirement System 1959 Survivors Benefit coverage. The City has amended its contract with CalPERS to provide for the option of 1959 Survivor Benefit third level coverage.
3. All employees were covered by the Public Employees Retirement System Survivors Continuance at the time of the City's withdrawal from Federal Insurance Contribution Act (FICA).
4. The employees are covered by the 2% at Age 55 Retirement Formula. The City shall provide the CalPERS single highest year retirement benefit.
5. Cost Sharing – Miscellaneous Classifications

The City shall contract with CalPERS for Variable Rate Cost Sharing of up to the Permanent Cost Share of 1.868% under Government Code Section 20516(a), based on the optional benefits established in the Miscellaneous Plan of the City's contract with CalPERS for the 2% @ 55 and One-Year Final Compensation Optional Benefits. ~~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 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.

~~6. 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.~~

~~7. Pursuant to California Government Code section 3505, the City is currently meeting~~

~~and conferring with IBEW, ACEA, MCEA, and PANS for successor MOUs to their respective MOUs that expired on December 31, 2011. During this meet and confer process, if the City agrees to or allows any employee cost-sharing percentage rates for retirement that are lower than 1.868% or a wage reduction in lieu of cost-sharing for retirement that is lower than 1.868%, ACEA's cost-sharing contribution for retirement shall be reduced to that lower percentage rate.~~

14.2 CalPERS New Membership

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

14.3 CalPERS Retiree Medical

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

14.4 CalPERS Additional Service Credit

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

~~— 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 new hires.~~

Section 15. Clothing, Shoes and Ear Protectors

15.1 Work, Weather, Safety Related Gear And Equipment

The City will provide for the acquisition or replacement of work/weather/safety related gear/equipment such as, but not limited to; sun screen, shirts, jacket, heavy jacket, hats, foul weather gear, ear protection, ear protectors, head protectors, tinted safety glasses and gloves, as required by departments.

The City will provide ear protectors/protection to all City employees who work in areas

where the noise factor can cause damage to their hearing.

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

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

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

15.2 Safety Boots Or Shoes

The City will pay or reimburse employees in the following classifications for the purchase of one (1) or more safety boots or shoes (steel or hard toe) that are required for his/her position. Positions requiring Safety Boots or Shoes are:

Code	Classification
3245	Combination Building Inspector
3070	Construction Inspector
2005	Custodian
5160	Equipment Operator
2077	Fire/Building Code Compliance Officer
2360	Fleet Mechanic
7120	Gardener
2020	Laborer
2540	Maintenance Carpenter Team Leader
2510	Maintenance Worker I
2520	Maintenance Worker II
7550	Meter Reader-Collector
5260	Park Maintenance Worker
5261	Park Maintenance Worker II
1770	Program Specialist I
1775	Program Specialist II
2555	Public Works Maintenance Foreperson
3242	Senior Combination Building Inspector
3075	Senior Construction Inspector
2370	Senior Fleet Mechanic
1660	Telecom Maintenance Technician
2570	Traffic Signal Maintenance Technician

Such safety shoes/boots shall be worn as a condition of employment. The maximum annual reimbursement shall be \$2050.00.

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

Section 16. Holidays

~~Regular and probationary employees shall be entitled to holiday hours based on their standard workweek. Employees with a standard workweek of 40 or 38 hours shall be entitled to 8 hours of holiday pay per authorized holiday. Employees with a standard workweek of 37.5 or 36 hours shall be entitled to 7.5 hours of holiday pay per authorized holiday. take all authorized holidays at full pay, provided they are in a paid status for the full schedule of hours on both their regularly scheduled workdays immediately preceding and following the holiday (this includes an employee on industrial disability). 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 at hire date. For example, an employee with a hire date of September 1, 2015 with 7.5 hours per holiday: $3.5 \text{ floaters} \times 7.5 \text{ hours} = 26.25 \text{ floating holiday hours}$; $121 \text{ days remaining in } 2015; 121/365 = .3315; .3315 \times 26.25 = 8.7021 \text{ floating holiday hours provided to new employee.}$~~

The City's authorized holidays ~~in this City~~ 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
- (11) ~~Three-Five~~ and one-half (35.5) Floating Holidays (to be taken in the period January 1 through December 31)

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

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

~~If one of the holidays listed above falls during the employee's vacation or on an employee's day off other than a Saturday or Sunday, the employee shall be allowed a regular workday off at a time determined by agreement between the employee and the City Manager or his/her designated representative.~~

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

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

The 5.5 days of floating holiday hours will be loaded into the employee's holiday bank at the beginning of each year and must be used within the calendar year.

New employees shall be provided prorated floating holidays based on the number of days remaining in the calendar year at hire date. For example, an employee entitled to earn 7.5 hours per floating holiday with a hire date of September 1, 2018 would have their floating holidays prorated and calculated as follows:

<u>Total Floating Holidays Hours Per Year:</u>	<u>41.25 hours (7.5 hrs x 5.5 Days)</u>
<u>Total Days Remaining in the Year:</u>	<u>122 Days (365 – 243)</u>
<u>% of Days Remaining in the Year:</u>	<u>33.42% (122 Days Remaining ÷ 365 Total Days)</u>
<u>Prorated Floating Holidays:</u>	<u>13.79 Hours (41.25 hrs x 33.42%)</u>

Unused holiday hours cannot be cashed out.

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

Day Before the Thanksgiving Holiday

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

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.

~~For purposes of this section, "probationary employee" refers to an employee who has not yet completed their initial, one year of service in a full-time classification(s) with the City of Alameda.~~

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. Each department shall establish a policy and process for employees to indicate their preference for vacation periods. Employees may request that the Human Resources Director review established department vacation policies and procedures to ensure that they are in line with City goals, policies, and values.

~~In the event that the department does not establish a specific policy, then the City may request that the Employee(s) indicate their preference for vacation periods during November and December of each calendar year for the following calendar year. In the event the City requests employees to indicate their preference for vacation periods the City will provide the appropriate form, and will post a final vacation schedule by January 1 of each year. All employees shall, on a form provided by the City, indicate their preference for vacation periods during November and December of each calendar year. Preference of vacation date shall be given to employees according to their length of service in as reasonable a manner as possible. The City will post a final vacation schedule by January 1 of each year.~~

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

17.2 Vacation Benefits

Every employee who, on the most recent anniversary date of his or her employment, ~~shall have been in the service of the City for a period of one (1) year or more and shall have worked a minimum of eighteen hundred (1800) straight-time hours within the twelve (12) month period immediately preceding such anniversary date,~~ shall be entitled to accrue vacation leave as follows:

<u>Years of Service</u>	<u>Employee's Standard Work Week</u>	
	<u>36 Hours Per Week and 37.5 Hours Per Week (7.5 Hours/Day)</u>	<u>38 Hour/Week and 40 Hour/Week (8 Hours/Day)</u>
<u>0 - < 4</u>	<u>75</u>	<u>80</u>
<u>4 - < 5</u>	<u>112.5</u>	<u>120</u>
<u>5 - < 6</u>	<u>116.25</u>	<u>124</u>

<u>6 - < 7</u>	<u>120</u>	<u>128</u>
<u>7 - < 8</u>	<u>123.75</u>	<u>132</u>
<u>8 - < 9</u>	<u>127.5</u>	<u>136</u>
<u>9 - < 10</u>	<u>131.25</u>	<u>140</u>
<u>10 - < 11</u>	<u>135</u>	<u>144</u>
<u>11 - < 12</u>	<u>138.75</u>	<u>148</u>
<u>12 - < 13</u>	<u>142.5</u>	<u>152</u>
<u>13 - < 14</u>	<u>146.25</u>	<u>156</u>
<u>14 - < 15</u>	<u>150</u>	<u>160</u>
<u>15 - < 16</u>	<u>153.75</u>	<u>164</u>
<u>16 - < 17</u>	<u>157.5</u>	<u>168</u>
<u>17 - < 18</u>	<u>161.25</u>	<u>172</u>
<u>18 - < 19</u>	<u>165</u>	<u>176</u>
<u>19 - < 20</u>	<u>168.75</u>	<u>180</u>
<u>20 - < 21</u>	<u>172.5</u>	<u>184</u>
<u>21 - < 22</u>	<u>176.25</u>	<u>188</u>
<u>22 - < 23</u>	<u>180</u>	<u>192</u>
<u>23 - < 24</u>	<u>183.75</u>	<u>196</u>
<u>24+</u>	<u>187.5</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 ACEA 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.

Fifteen and one half (15 1/2) 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.

Sixteen and one half (16 1/2) 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.~~

~~Seventeen and one-half (17-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of ten (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.~~

~~Eighteen and one-half (18-1/2) 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.~~

~~Nineteen and one-half (19-1/2) 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 sixteen (16) years prior to such anniversary date.~~

~~Twenty and one-half (20-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of sixteen (16) years or more but less than seventeen (17) 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 seventeen (17) years or more but less than eighteen (18) years prior to such anniversary date.~~

~~Twenty one and one-half (21-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of eighteen (18) years or more but less than nineteen (19) 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 nineteen (19) years or more but less than twenty (20) years prior to such anniversary date.~~

~~Twenty two and one-half (22-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty (20) years or more but less than twenty one (21) 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 one (21) years or more but less than twenty two (22) years prior to such anniversary date.~~

~~Twenty-three and one-half (23-1/2) 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-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-three (23) years or more but less than twenty-four (24) years prior to such anniversary date.~~

~~Twenty-four and one-half (24-1/2) 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 or more.~~

~~For the purposes of this Section, a workweek is 40 hours/37-1/2 hours and a working day is 8 hours/7-1/2 hours.~~

17.3 Vacation Accumulation

No employee may accumulate more than seventy-five (75) or eighty (80) hours~~ten (10) working days~~ of vacation depending on the employees schedule at any one time in addition to the employee's regular vacation entitlement. An employee may submit in writing a request to accumulate vacation in excess of the maximum set forth above. Such excess accumulation may be approved, at the sole discretion of the City Manager, on a case by case basis.

17.4 Vacation Pay at Termination

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

17.5 Probationary Employees

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

17.6 Vacation Sell Back

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

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.

~~17.5 Probationary Employees~~

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

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 paid time. Employees shall accrue at the appropriate rate as follows:

<u>Employee's Standard Work Week</u>	<u>Hourly Accrual Rate</u>	<u>Maximum Yearly Accrual</u>
<u>36 Hours Per Week</u>	<u>.0481</u>	<u>90 Hours</u>
<u>37.5 Hours Per Week</u>	<u>.0462</u>	<u>90 Hours</u>
<u>38 Hours Per Week</u>	<u>.0486</u>	<u>96 Hours</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 the bargaining unit 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 or seven and one-half (7-1/2) hours, as the case may be, per month, provided~~

~~they are in a paid status at least 92% of the one hundred sixty (160) or one hundred fifty (150) straight time hours, as the case may be, that month based on their standard workweek shall be entitled to earn sick leave hours. For the purposes 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. Charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned. The City shall mail to any employee who is on sick leave and who must reimburse the City for their Health, Life, and Dental benefits a notification and the agreed to forms advising such employee of the SDI and LTD benefits. Those employees hired before August 1, 1980 shall be entitled to sick leave under the old plan as set forth in the Municipal Code.

18.2 Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify his or her 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.

18.3 Doctor's Certificate or Other Proof

~~To the extent permitted by law and after consultation with the Human Resources Director or their designee~~At the discretion of the employee's supervisor, proof of illness in the form of a doctor's certificate or an advice nurse statement may be required at any time after an employee has used fifty percent (50%) of their annual sick leave accrual in a calendar yearfor any period of absence for which sick leave is claimed; however, when absence is for more than three (3) consecutive workdays the employee shall file such proof of illness as outlined above with the department head stating the cause of the absence.

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 or parent, or domestic partner, regardless of residence, or to care for a dependent living within the employee's household. At the City's request, the employee will provide satisfactory evidence of the facts justifying such absence.

18.5 Sick Leave During Probationary Period

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

18.6 Sick Leave For Employees Hired Prior To 1980

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

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

Years of Service

1 – 5
6 – 15
16 or more

Sick Leave

10 working days per year
15 working days per year
20 working days per year

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

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

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

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

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

Section 19. Leaves of Absence: Other Statutory Leaves

19.1 Leave Without Pay

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

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

19.6 Funeral Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for 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.

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. Time donated will be converted from vacation or compensatory time to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- b. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not exceed three months; however, the Human Resources Director may approve an extension to six months total time.
- c. Initial leave time donations must be a minimum of one work shift. An employee cannot donate leave hours that would reduce his/her vacation balance to less than one week.
- d. The use of donated leave hours will be in consecutive one-shift increments.
- e. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- f. Under all circumstances, time donations received for the employee are forfeited

once made by the employee making the donation. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from City service.

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

Section 20. Probationary Period

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

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

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

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

Section 21. Layoff

21.1 Layoff and Reemployment

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

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

Employees who are laid off or who elect to demote or transfer in lieu of a layoff, shall have

reemployment rights to future vacancies in the position previously held. The City shall maintain a preferred list with the names of the employees laid off in inverse order of layoff. Future vacancies in those affected positions shall first be filled from the preferred list in inverse order of layoff.

Services with the City shall be terminated by:

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

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

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

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

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

An employee who has reemployment rights, shall have the same right to compete for promotion that he/she 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.

21.2 Alternatives to Layoff

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

Section 22. Discharge or Discipline

22.1 Right of Discharge or Discipline

The City shall have the right to discipline, up to and including discharge, any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe any of the City's safety and house rules and regulations which must be conspicuously posted and not in derogation of the Memorandum of Understanding, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the Memorandum of Understanding.

22.2 Appeals

If a regular employee (including a non-Civil Service employee represented by ACEA) feels he or she 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. Such discussion must take place within fourteen (14) calendar days of the incident that lead to the grievance, or within fourteen (14) calendar days from the time the employee would reasonably be expected to know of the occurrence. Failure to file the grievance within the time limits specified shall result in the dismissal of the issues of the grievance and the grievance shall be null and void. If the issue is not resolved within fourteen (14) calendar days of this initial discussion with the department, or if the employee elects to submit his or her 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 Department Director

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the Department Director in writing that a grievance exists. This notification must be submitted within seven (7) calendar days of the initial discussion, or within the initial fourteen (14) calendar day period specified in 24.1 above. In such notification, the grievant must state the particulars of the grievance, the provision of the MOU that is alleged to have been violated and, the desired resolution/outcome. No grievance may be processed under subsection 24.3 below which has not first been filed and investigated in pursuance of this subsection 24.2. The Department Director shall have fourteen (14) calendar days to respond to the grievance.

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

24.3 Adjustment Board

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

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

If an Adjustment Board is unable to arrive at a resolution either the grievant, the Association or the City may request, within 14 calendar days, that the grievance be referred to the City Manager, 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 and accepted by the City Council.

24.4 City Manager and Arbitration

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

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

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

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

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

24.6 Disciplinary or Discharge Appeal Action

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

24.7 Pay Claims

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

Section 25. Outside Employment

No employee shall engage in employment that constitutes an incompatible activity for the employee or the City. No employee shall engage in outside employment during his/her

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 an incompatible activity 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 Professional Engineer Registration

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

26.2 Educational Reimbursement

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

26.3 Break Periods

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

26.4 Rest Periods

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

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

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

26.5 Certification

Construction Inspectors who are required by State agencies to be certified and an employee

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

26.6 Safety and Employee Well Being

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

26.7 Mechanics Training

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

26.8 Bilingual Pay Policy

In accordance with the City's Bilingual Pay Policy, the Human Resources Department will designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential is ~~sixty one hundred~~ dollars (\$~~6100.00~~) per month ~~effective upon ratification~~.

26.9 Drug Free Work Place

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

- 1) The update of the City's Drug and Alcohol Testing Policy Pursuant to the Department of Transportation in accordance with Federal Motor Carrier Safety Administration, Department Of Transportation regulations which may include the addition of a self-

disclosure policy and program pursuant to Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.121, Employee admission of alcohol and controlled substances use, and;

- 2) Possible improvement to Provision 26.13, Class B License, to address any concerns with the City's present practices to engage in the interactive process should an employee required to possess a commercial driver's license fail to adequately maintain the medical component of the commercial license requirement.

~~The parties have met and conferred and agreed on the Drug Free Work Place Policy and the Alcohol and Drug Testing Procedure.~~

26.10 Nepotism Policy

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

~~26.11 Sub-committee~~

~~Alameda Power & Telecom management and employees will jointly create an incentive plan for Meter Reader Collectors to allow them to base their work day upon an assigned number of tasks. This sub-committee will meet and confer regarding the above issue within one (1) month of the adoption of this Memorandum of Understanding. The Union will appoint the employee representatives.~~

26.11 Tool Allowance

An annual tool allowance of up to \$600 per fiscal year will be made available to employees in the classification of Fleet Mechanic and Senior Fleet Mechanic. The annual allowance is for the replacement of those tools worn or broken in the normal course of employment with the City or for the replacement of technologically obsolete tools. Tool replacement is limited to the list of recommended tools (generated by the Department), which shall be reviewed and posted yearly. The purchase of any tool under the reimbursement provision which is not included on the Departments recommended list must be approved in advance.

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

26.12 Class B License

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

26.13 Catastrophic Leave and State Disability Insurance

In January of 2019, or as soon thereafter as is reasonably possible, the parties will commence meeting and conferring in good faith about changes to the Catastrophic Leave

Bank (Section 19.7) and State Disability Insurance (SDI) (Section 26.9). These discussion will focus on the administration and processing of Catastrophic Leave and timelines for employees providing State Disability Insurance checks to the City in order to buy back leave accruals.

26.14 Impacts of 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.

26.15 Classification Disputes

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

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Section 27. Severability of Provisions

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

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

Section 28. Past Practices and Existing Memoranda of Understanding

28.1 Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

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

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
ALAMEDA CITY EMPLOYEES ASSOCIATION

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

By _____

CITY OF ALAMEDA

By _____

By _____

By _____

By _____

For ACEA

By _____

Approved as to form

By _____

CITY OF ALAMEDA
ALAMEDA CITY EMPLOYEES ASSOCIATION

Appendix A

CODE	CLASSIFICATION	HOURLY								EFFECTIVE DATE
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
2140*	Associate Civil Engineer**	101,746	106,833	112,174	117,784	123,672				1/6/2019
2145*	Transportation Engineer**	98,299	103,222	108,370	113,700	119,474				1/6/2019
3146*	Transportation Coordinator	37.67	39.55	41.52	43.60	45.77	48.07	50.48	53.00	1/6/2019
3120*	Assistant Engineer	37.41	39.28	41.23	43.30	45.45	47.73	50.12	52.63	1/6/2019
3075	Senior Construction Inspector	36.27	38.08	39.97	41.97	44.07	46.28	48.59	51.02	1/6/2019
3070	Construction Inspector	33.64	35.33	37.10	38.95	40.91	42.95	45.10	47.36	1/6/2019
3110*	Junior Engineer	32.26	33.87	35.57	37.36	39.23	41.18	43.24	45.40	1/6/2019
3020*	Senior Engineering Aide	28.08	29.47	30.94	32.50	34.13	35.82	37.61	39.50	1/6/2019
3030*	Senior Draftsperson	26.74	28.07	29.47	30.95	32.50	34.11	35.82	37.62	1/6/2019
3015*	Engineering Aide	24.82	26.05	27.36	28.73	30.17	31.67	33.25	34.91	1/6/2019
2570	Traffic Signal Maintenance Technician	31.21	32.77	34.40	36.12	37.92	39.83	41.82	43.91	1/6/2019
2370	Senior Fleet Mechanic	31.02	32.57	34.21	35.92	37.71	39.59	41.58	43.65	1/6/2019
2360	Fleet Mechanic	30.29	31.81	33.39	35.06	36.81	38.65	40.58	42.60	1/6/2019
2555	Public Works Maintenance Foreperson	29.36	30.82	32.36	33.97	35.67	37.45	39.32	41.28	1/6/2019
2530	Early Morning Street Sweeper Operator	27.79	29.18	30.63	32.16	33.76	35.45	37.22	39.09	1/6/2019
2520	Maintenance Worker II	26.45	27.78	29.16	30.62	32.15	33.75	35.44	37.21	1/6/2019
2510	Maintenance Worker I	22.41	23.55	24.72	25.96	27.25	28.61	30.05	31.55	1/6/2019
3330*	Waste Management Specialist	31.30	32.87	34.52	36.24	38.06	39.95	41.95	44.05	1/6/2019
3350*	Recycling Technician	26.13	27.44	28.80	30.25	31.77	33.35	35.02	36.77	1/6/2019
1660	Telecom Maintenance Technician	31.51	33.08	34.73	36.47	38.30	40.21	42.21	44.32	1/6/2019
6040*	Planner III	39.09	41.07	43.11	45.27	47.52	49.89	52.38	55.01	1/6/2019
6030*	Planner II	32.41	34.03	35.73	37.52	39.39	41.36	43.43	45.61	1/6/2019
6020*	Planner I	28.18	29.60	31.08	32.63	34.25	35.97	37.77	39.65	1/6/2019
3230	Plan Check Engineer**	103,409	108,595	114,042	119,714	125,742				1/6/2019
3235*	Plans Examiner	34.88	36.62	38.45	40.37	42.38	44.51	46.73	49.07	1/6/2019
3242*	Senior Combination Bldg Inspector	35.02	36.77	38.60	40.54	42.56	44.69	46.94	49.28	1/6/2019
3245*	Combination Building Inspector	32.37	33.99	35.69	37.47	39.35	41.31	43.38	45.55	1/6/2019
3246*	Senior Building Code Compliance Officer	35.02	36.77	38.60	40.54	42.56	44.69	46.94	49.28	1/6/2019
3247*	Senior Fire Code Compliance Officer	35.02	36.77	38.60	40.54	42.56	44.69	46.94	49.28	1/6/2019
2077*	Fire/Building Code Compliance Officer	32.37	33.99	35.69	37.47	39.35	41.31	43.38	45.55	1/6/2019
3274*	Permit Technician III	27.43	28.79	30.24	31.75	33.34	35.01	36.76	38.59	1/6/2019
3270*	Permit Technician II	26.13	27.44	28.80	30.25	31.77	33.35	35.02	36.77	1/6/2019
3000*	Permit Technician I	23.07	24.24	25.44	26.72	28.05	29.45	30.92	32.48	1/6/2019
1755*	Reconstruction Specialist II	36.53	38.36	40.28	42.30	44.41	46.63	48.96	51.41	1/6/2019
1775*	Program Specialist II	34.75	36.49	38.32	40.24	42.25	44.36	46.59	48.91	1/6/2019
1785*	Development Specialist II	34.75	36.49	38.32	40.24	42.25	44.36	46.59	48.91	1/6/2019
1760*	Reconstruction Specialist I	31.15	32.70	34.34	36.06	37.86	39.75	41.74	43.83	1/6/2019
1770*	Program Specialist I	31.15	32.70	34.34	36.06	37.86	39.75	41.74	43.83	1/6/2019
1780*	Development Specialist I	31.15	32.70	34.34	36.06	37.86	39.75	41.74	43.83	1/6/2019
5115	Recreation Services Specialist	29.48	30.96	32.51	34.13	35.83	37.63	39.51	41.48	1/6/2019
5230	Park Maintenance Foreperson	29.36	30.82	32.36	33.97	35.67	37.45	39.32	41.28	1/6/2019
5160	Park Maintenance Equipment Operator	24.24	25.44	26.72	28.05	29.45	30.92	32.48	34.09	1/6/2019
5261	Park Maintenance Worker II	26.45	27.78	29.16	30.62	32.15	33.75	35.44	37.21	1/6/2019
5260	Park Maintenance Worker	23.09	24.26	25.46	26.74	28.07	29.47	30.95	32.50	1/6/2019
3540*	Senior Librarian	29.06	30.51	32.04	33.64	35.33	37.09	38.94	40.90	1/6/2019
3530*	Librarian	26.39	27.70	29.09	30.54	32.07	33.67	35.36	37.13	1/6/2019
3515*	Library Technician	21.67	22.75	23.90	25.09	26.34	27.66	29.04	30.49	1/6/2019
3512*	Intermediate Library Clerk	17.00	17.84	18.74	19.67	20.65	21.68	22.76	23.91	1/6/2019
4080	Police Maintenance Technician	26.45	27.78	29.16	30.62	32.15	33.75	35.44	37.21	1/6/2019
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1669*	Fire Information and Billing Systems Specialist	31.36	32.93	34.58	36.31	38.12	40.03	42.03	44.14	1/6/2019

Last modified on 12/20/2018 by RY

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CITY OF ALAMEDA
ALAMEDA CITY EMPLOYEES ASSOCIATION

Appendix A (Continued)

CODE	CLASSIFICATION	HOURLY								EFFECTIVE DATE
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
7620*	Marketing Assistant	24.14	25.36	26.62	27.94	29.34	30.81	32.34	33.96	1/6/2019
7565*	Lead Customer Service Representative	27.02	28.37	29.79	31.27	32.84	34.48	36.20	38.03	1/6/2019
7560*	Customer Service Representative	24.56	25.79	27.09	28.44	29.86	31.36	32.93	34.58	1/6/2019
7580*	Support Services Clerk II	21.87	22.96	24.10	25.32	26.57	27.90	29.29	30.76	1/6/2019
7585*	Support Services Clerk I	18.90	19.85	20.85	21.89	22.98	24.12	25.34	26.59	1/6/2019
7550*	Meter Reader	23.36	24.52	25.76	27.04	28.39	29.81	31.31	32.88	1/6/2019
7312*	Computer Services Operator	23.37	24.53	25.77	27.06	28.41	29.83	31.33	32.90	1/6/2019
7120	Gardener	21.70	22.78	23.93	25.12	26.38	27.69	29.07	30.52	1/6/2019
1546*	Engineering Office Assistant	25.40	26.67	28.01	29.41	30.88	32.43	34.05	35.75	1/6/2019
1540*	Senior Clerk	24.31	25.52	26.80	28.14	29.55	31.02	32.57	34.21	1/6/2019
1510*	Intermediate Clerk	22.57	23.69	24.87	26.12	27.43	28.79	30.24	31.75	1/6/2019
1500*	Telephone Operator-Receptionist	19.99	20.98	22.03	23.13	24.30	25.51	26.79	28.13	1/6/2019
1625*	Accounting Technician	27.52	28.90	30.34	31.86	33.45	35.12	36.88	38.74	1/6/2019
1620*	Senior Account Clerk	24.96	26.20	27.52	28.90	30.34	31.86	33.45	35.12	1/6/2019
1610*	Account Clerk	22.92	24.06	25.26	26.52	27.85	29.24	30.70	32.24	1/6/2019
2020	Laborer	19.70	20.69	21.72	22.81	23.95	25.14	26.41	27.72	1/6/2019
2005*	Custodian	20.91	21.96	23.06	24.22	25.43	26.71	28.04	29.44	1/6/2019

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

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