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MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA

And

ALAMEDA MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

JULY 1, 2022 and ending JUNE 30, 2025

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Between
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MEMORANDUM OF UNDERSTANDING
Between
CITY OF ALAMEDA
And
ALAMEDA MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2022 and ending June 30, 2025.

Section 1. Recognition

1.1 Association Recognition

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

1.2 City Recognition

The Municipal Employee Relations Officer of the City of Alameda or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of City of Alameda, hereinafter referred to as the "City", in Employer-employee relations, as provided in Resolution No. 15735 adopted by the City Council on January 19, 2021.

Section 2. Association Security

2.1 Dues Deduction

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

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

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

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

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

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

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

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

2.2 Employee Rights

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

Section 3. Association Representatives

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the Human Resources Director, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

Section 4. Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager, or by the City Attorney for positions appointed by the City Attorney. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

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

Section 5. Use of City Facilities

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

The use of City equipment normally used in the conduct of business meetings, such as desks, chairs, and whiteboards is allowed, but the use of City owned electronic devices such as computers, printers, and copiers is strictly prohibited, notwithstanding the presence of such equipment in approved City facilities.

Section 6. Bulletin Boards

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

(1) All materials must be dated and must identify the Association that published them.

(2) Unless special arrangements are made, materials posted will be removed thirty- one (31) days after the publication date.

(3) The City agrees to provide bulletin boards in reasonable locations and designate a reasonable portion thereof for Association use.

(4) If the Association does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

Section 7. Advance Notice

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

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

Section 8. City Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization

and the technology of performing its work.

Section 9. No Discrimination

Consistent with State and Federal law there shall be no discrimination or harassment of any kind based on any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities against an employee or applicant for employment by the Association, the City or by anyone employed by the City.

Section 10. Hours of Work

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

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

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

Employees working thirty-eight (38) or thirty-six (36) hours in a week shall work a fixed compressed schedule which allows the employee to complete their weekly scheduled hours in four consecutive days. This schedule can be changed only with the approval of the Department Head and City Manager or the approval of the City Attorney for positions appointed by the City Attorney.

Section 11. Overtime, Call Back, Acting Pay

11.1 Overtime Authorization

All overtime must be authorized by the City Manager or their designated representative or by the City Attorney or their designee, for positions appointed by the City Attorney, in advance of being worked.

11.2 Overtime/Comp Time Off

Any authorized time worked other than the FLSA non-exempt employee's workweek shall be compensated in cash or compensatory time off at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

Compensatory time may be accumulated up to forty (40) hours. Compensatory time off may be taken by mutual agreement of the employee and the supervisor.

11.3 Management Incentive Pay (Formerly Administrative Pay)

Management employees will receive 27 hours of management leave per fiscal year in recognition of extra hours worked attending meetings, performing work after hours and completing projects. Unused leave cannot be cashed out or carried over to the next fiscal year. Leave will be prorated for new managers based on their start date. The confidential members of the group who are not eligible for management leave, will be eligible for overtime compensation.

11.4 Acting Pay

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

An employee who is assigned by the employee's supervisor and approved by the Department Head and the City Manager or by the City Attorney for positions appointed by the City Attorney, to perform the full range of duties and responsibilities of a higher job classification during the temporary or permanent absence of an employee, shall be paid the first step of the higher classification which is above the salary step of the employee assigned to the acting position, but not less than five percent (5%) nor above the top step of the higher classification.

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

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

11.5 Additional Duties Pay

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

11.6 Supervisory Premium Pay

An employee assigned to the Executive Assistant , Deputy City Attorney I,II or Assistant City Attorney I, II or Paralegal, classifications, who is routinely and consistently assigned by the employee's supervisor and approved by the Department Head and City Manager or by the City Attorney for positions appointed by the City Attorney, to a supervisory position over other employees, , or City sponsored program participants, may be paid an additional 5% of base salary as Supervisory Premium Pay.

Section 12. Salaries

12.1 Rates of Pay

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

Effective the first full pay period following ratification of this successor MOU by MCEA and approval by the City Council on its regular agenda in accordance with the Brown Act and

the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, MCEA represented employees employed by the City shall receive a four-and-a-half percent (4.5%) salary increase.

Effective the first full pay period following July 1, 2023, MCEA represented employees employed by the City shall receive a three-and-a-half percent (3.5%) salary increase.

Effective the first full pay period following July 1, 2024, MCEA represented employees employed by the City shall receive a two-and-a-half percent (2.5%) salary increase.

12.2 Starting Rate

Except as herein otherwise provided, the entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager, or the City Attorney for positions appointed by the City Attorney, may approve an entrance salary which is more than the minimum salary. The City Manager's and City Attorney's decisions shall be final.

12.3 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by the record of the employee's performance and shall require recommendation of the Department Head.

If the City Manager, or the City Attorney for positions appointed by the City Attorney, at any time determines that it is in the City's interest, they may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager, or the City Attorney for positions appointed by the City Attorney, 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, or the City Attorney for positions appointed by the City Attorney, disapproves.

Step 3 upon completion of twelve (12) months' service in Step 2 unless the City Manager, or the City Attorney for positions appointed by the City Attorney disapproves.

Step 4 upon completion of twelve (12) months' service in Step 3 unless the City Manager, or the City Attorney for positions appointed by the City Attorney disapproves.

Step 5 upon completion of twelve (12) months' service in Step 4 unless the City Manager, or by the City Attorney for positions appointed by the City Attorney, disapproves.

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

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

12.4 Conversion Rate

Any yearly, monthly, biweekly per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time basis, the Human Resources Director, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time, and

for use in converting salaries to hourly rates, as well as for calculating hourly rates.

All such conversions are to be applied in manners consistent with and authorized by State and Federal law including applicable salary test and other provisions of the FLSA. Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Human Resources Director, subject to the approval of the City Manager.

12.5 Part-time

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

12.6 Assigned Standby Pay

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

12.7 <u>Special Pay</u>

Effective July 1, 2022:

a) An Employee with a California CPA license, assigned to the Finance Department in a position that beneficially utilizes such a license for the performance of their duties as determined by the City Manager, shall receive a differential of 5% of employees base salary for possessing this license;

b) An employee working in a classification that requires the maintenance of a valid California Commercial Driver's License (CDL) shall receive One Hundred Fifty ($150.00) 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 continue to provide employment for the impacted employee in a position that does not require a CDL.

12.8 Deferred Compensation

Employees may participate in the City's voluntary deferred compensation program (457 Plan). For employees who have completed one year of service with the City, the City will match $1.00 for every dollar the employee contributes towards their 457 Plan account, up to an employee contribution of one percent (1.0%) of the employee's base wage. For example, if an employee contributes 1.0% or more of their salary towards their 457 Plan account, they will receive a 1.0% match from the City. For employee contributions, the City will make payroll deductions and transmit funds to the administrator. The City makes no representation on the merit of the plan or any of the investment products or instruments which may be offered by the plan. The individual participant is responsible for evaluating the investment options within the plan. The City currently contracts with the Mission Square, Nationwide and CalPERS (VOYA) to provide a 457 program.

12.9 Salary Schedule Adjustment

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

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

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

12.10 COVID Recognition Pay

Beginning the month of July 2022, all Association members who were required to report to work on-site during the City's COVID State of Emergency, based on confirmation by their Department Director, and employed by the City as of July 1, 2022, shall receive a fixed $200 per month payment through June 2023 while still employed. This payment is in recognition of employees' work maintaining City services and function throughout the City's COVID State of Emergency. This is a one-time recurring pay and shall not be considered as part of an employees' pensionable earnings and is not available for cash out at separation.

Department Directors will provide the list of employees in their department who were unable to work remotely to the Human Resources Director. This list will only include employees who were required to report in person prior to the City's requirement that all employees report to work two days a week. The Human Resource Director will provide this list to MCEA for their review. Any employee who believes they should have been included on the list can request additional review and follow up by the Human Resources Department.

Section 13. Health and Welfare

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

13.1 Flexible Benefit Amount

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

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

Plan A

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

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

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

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

Plan B

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

Through the term on this agreement the City shall contribute the maximums listed below. Employees who elect not to enroll in one of the City's health plans and show proof of enrollment in an alternative plan, shall receive $106.15 per pay period while waiving coverage.

The maximum medical premium contribution rates for 2022 are as follows:

Coverage Level	Maximum City Contribution
Employee only	$952.11
Employee plus one	$1,904.21
Employee plus family	$2,475.48

*The amounts indicated above under Plan A and Plan B do not include Life Insurance or Dental Insurance premiums which are paid by the City separately. The amounts indicated above do include the PEMHCA statutory minimum contribution as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

Effective January 1, 2023, and every January 1st thereafter, during the term of this agreement, the City will increase the City Contribution to the medical premium to reflect 50% of the increase in cost from the previous year, of the CalPERS Kaiser plan in the area or region in which Alameda is assigned. The increase will be based on 50% of the increase to the Employee plus two or more dependents level of coverage. The $106.15 per pay period cash-in-lieu of coverage rate shall not change.

13.2 Dental Insurance

The City will make the necessary contributions per month per eligible employee toward the Flexible Benefit Amount to provide the dental plan to the employee and eligible dependents. This coverage will be mandatory for all employees. Any change in premium shall cause a like change in the Flexible Benefit Amount. The dental program will be improved to the $2600/$2500 plan per employee and eligible dependent for annual dental care and lifetime orthodontic care.

13.3 Life Insurance

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

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

13.4 Medical Plan

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

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

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

13.6 Employee Assistance Program

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

13.7 Long Term Disability Insurance

The City will provide for all employees in the Association, a paid for LTD insurance plan equal to benefits provided for in the current plan. If benefits are improved, such improvement shall be incorporated in the Long Term Disability Plan at no cost to all employees covered under this Memorandum of Understanding.

13.8 ACA Reopener

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

Section 14. Retirement Plan

14.1 California Public Employees Retirement System (CalPERS) Classic Membership

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

The Retirement Plan as constituted on October 1, 2001 between the City and Public Employees Retirement System. This plan shall be maintained at the current benefit level, for the duration of this Memorandum of Understanding:

1. Effective April 1, 1997, the individual employees did and shall continue to make their own normal employee contributions to CalPERS, in the amount of 7% and they shall have the option to have those payments tax deferred under IRS Policy and Rule 414(h)(2) unless the IRS or Franchise Tax Board indicates that such contributions are taxable income subject to withholding.

2. At the time of the City's withdrawal from the Federal Insurance Contribution Act (FICA) on January 1, 1983, each employee was entitled to the Public Employees Retirement System 1959 Survivors Benefit coverage. The City has amended its contract with CalPERS to provide for the option of 1959 Survivor Benefit third level coverage.

3. All employees were covered by the Public Employees Retirement System Survivors Continuance at the time of the City's withdrawal from the Federal Insurance Contribution Act (FICA).

4. The employees are covered by the 2% at Age 55 Retirement Formula. The City shall provide the CalPERS single highest year retirement benefit

5. Cost Sharing – Miscellaneous Classifications
   The City shall contract with CalPERS for Variable Rate Cost Sharing of up to the Permanent Cost Share of 1.868% under Government Code Section 20516(a), based on the optional benefits established in the Miscellaneous Plan of the City's contract with CalPERS for the 2%@55 and One-Year Final Compensation Optional Benefits. In addition to the current 7% employee contribution, employees in the Miscellaneous Classifications covered by this MOU shall contribute an additional 1.868% of the employee's PERSable earnings towards the employer retirement contribution. This 8.868% contribution shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby employee contributions shall be tax deferred and not subject to taxation until the time of constructive receipt.

14.2 New CalPERS Membership

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

14.3 CalPERS Retiree Medical

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

14.4 CalPERS Additional Service Credit

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

Section 15. Holidays

Represented employees shall be entitled to take the eleven (11) authorized City holidays and three and one half (3.5) floating holidays based on their standard workweek, and within the year in which they are given, at full pay, provided they are in a paid status for the full schedule of hours on both their regularly scheduled work days immediately preceding and following the holiday (this includes an employee on industrial disability). For the purpose of this Section, employees with a standard workweek of 38 hours shall be entitled to 9.5 hours per holiday and those with a standard workweek of 36 hours shall be entitled to 9 hours per holiday. Employees with approval to work an alternative schedule will receive hours for each holiday commensurate with their standard daily schedule unless agreed to otherwise. Employees who are absent from work without pay or are in paid status for less than the full schedule of hours on either the scheduled work day before or after the day the holiday is observed, shall not be eligible for nor receive holiday pay.

New employees shall be provided prorated floating holidays based on the number of days remaining in the calendar year on their date of hire. For example, an employee entitled to earn 9 hours per holiday with a hire date of September 1, 2018 would have their floating holidays prorated and calculated as follows:

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

The City's authorized holidays are:

(1) New Year's Day
(2) Martin Luther King's Birthday
(3) President's Day
(4) Memorial Day
(5) Juneteenth
(6) Independence Day
(7) Labor Day
(8) Veterans Day
(9) Thanksgiving Day
(10) Day after Thanksgiving Day
(11) Christmas Day

If any of the above holidays falls on Saturday, it shall be observed by the City on the Friday immediately preceding. If any of such holidays falls on a Sunday, it shall be observed by the City on the following Monday. However, departments in which employees are normally scheduled to work on Saturday or Sunday have the discretion to determine the day on which to observe the holiday and may, with 14 calendar days advance notice, modify the work schedule of employees for that week.

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

If an employee is required to work on a holiday, the holiday hours for such day shall be added to the employee's floating holiday bank once the holiday has passed, to be used within the calendar year.

Unused holidays cannot be cashed out.

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

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

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

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.

Staff who work in the field who are regularly assigned to start their day on or before 7:00 am are eligible to leave work after completing half their scheduled hours on the days described in this section.

Section 16. Vacation

16.1 Vacation Scheduling

The times during the calendar year at which an employee shall take vacation shall be determined by the City Manager or the designated department representative, or the City Attorney for positions appointed by the City Attorney, with due regard to the wishes of the employee and particular regard to the need of the City. Each department shall establish a policy and process for employees to indicate their preference for vacation periods.

Employees may be requested, on a form provided by the City, to indicate their preference for vacation periods during November and December of each calendar year. Preference of vacation periods shall be given to employees in as reasonable a manner as possible. In the event the department requests employees to indicate their preference for vacation periods for the following year, the City will post a final vacation schedule by January 1 of each year.

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

16.2 Vacation Benefits

Vacation benefits will be accrued on an hour for hour basis with accruals earned for each hour paid. Paid time/status excludes any overtime. Every employee who, on the most

recent anniversary date of their employment shall be entitled to accrue vacation leave as follows:

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

As an exception to the foregoing, the City Manager, or the City Attorney for positions appointed by the City Attorney, is authorized to award a new employee a starting vacation accrual rate and/or front loading of a portion of that accrual which recognizes that said employee has left a similar position with another employer where he or she had earned a greater amount of vacation benefits than the entry step of the foregoing schedule provides. Said accrual rate shall increase upon the employee reaching the service time provided in the foregoing schedule. Front loading of vacation accrual shall result in an employee not accruing additional vacation until his/her service time is equal to that in order to generate the amount of front loaded vacation. At that time, accrual shall commence at the awarded rate. The provisions of this section are intended to apply in those instances where an incentive is needed to secure the most qualified of candidates.

16.3 Vacation Accumulation

No employee may accumulate more than 75 hours of vacation at any one time in addition to the employee's annual vacation entitlement. City Manager, or the City Attorney for positions appointed by the City Attorney, is empowered to pay off excess vacation based on *Henry vs. Amrol*, Inc (1990) 222 Cal. App. 3d Supp 1.3. An employee may submit in writing a request to accumulate vacation in excess of the maximum set forth above. Such

excess accumulation may be approved, at the sole discretion of the City Manager, or by the City Attorney for positions appointed by the City Attorney, on a case by case basis.

16.4 Vacation Pay at Termination

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

16.5 Probationary Employees

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

16.6 Vacation Sell Back

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

Qualified employees will be able to sell back vacation by completing the vacation sell back form.

During the month of December of each year, there will be an open enrollment period during which each bargaining unit member must make an irrevocable election to "sell back" vacation accrual the following year on the form prescribed by Human Resources. The number of hours that the bargaining unit member will sell back must be indicated at that time. Failure to submit an irrevocable election form shall be the same as electing not to sell back vacation leave.

The employee must request the vacation sell back on the form prescribed by Human Resources. A bargaining unit member who has elected to sell back vacation but has not done so by the first paycheck in December, will be automatically cashed out for the number of hours elected on the second paycheck in December.

If an employee elects to "sell back" vacation but has not used two weeks of vacation accruals in the previous 12 month their sell back request will not be fulfilled.

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

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

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

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

Section 17. Sick Leave

17.1 Benefits

Sick leave benefits will be accrued on an hour for hour basis with each hour paid. Employees shall accrue at the appropriate rate as follows:

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

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

There shall be no limit on sick leave accrual. Sick leave usage shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity of actual sickness or disability or medical appointments. Charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned. The City shall mail to any employee who is on sick leave and who must reimburse the City for his or her Health, Life, and Dental benefits a notification 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.

17.2 Notification Requirement

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

17.3 Doctor's Certificate or Other Proof

To the extent permitted by law and after consultation with the Human Resources Director or their designee, proof of illness in the form of a doctor's certificate or an advice nurse statement may be required at any time after an employee has used fifty percent (50%) or their annual sick leave accrual in a calendar year.

17.4 Illness in the Immediate Family

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

17.5 Sick Leave During Probationary Period

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

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

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

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

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

Furthermore, an employee hired by the City prior to July 1, 1978, who resigns or re tires 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, time the number of full years of service by the employee with the City, times the employee's daily pay rate at the time of resignation or retirement; provided, however, that in no event shall the payment for unused accumulated sick leave exceed thirty percent (30%) of the monetary value of the employee's unused sick leave accumulation. Unused sick leave accumulation for the purpose of payment at time of retirement or resignation shall not exceed the number of days accrued by the employee on July 1, 1978.

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

Section 18. Leaves of Absence

18.1 Leave Without Pay

The City Manager, or the City Attorney for positions appointed by the City Attorney, 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, or the City Attorney for positions appointed by the City Attorney. Such leave shall normally be granted to permit the employee to engage in activities that will increase his or her value to the City upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued vacation is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on leave of absence. The decision of the City Manager, or by the City Attorney for positions appointed by the City Attorney, on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

18.2 Jury Duty

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

18.3 Military Leaves of Absence

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

18.4 Parental Leave/Family Medical Leave/Protected Leave Rights

Protected Leave including leave under the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability Leave Law shall be made available to eligible association members per the applicable federal and state law.

Where an employee is on an approved protected leave (FMLA/CFRA/PDL) related to their own illness or to care for an ill family member, they may use up to 12 work weeks of sick leave. For example an employee who works 38 hours per week will be entitled to use 456 hours of sick leave while on an approved protected leave related to their own illness or to care for an ill family member. The employee will be required to provide leave related documentation as requested by the City.

Where an employee is on an approved protected leave for the purposes of Baby Bonding, the employee may use up to ten work weeks of sick leave. For example, a 38 hour employee may use up to 380 hours of sick leave while on an approved protected leave for the purposes of Baby Bonding.

18.5 Industrial Disability Leave

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

18.6 Funeral Leave

In the event of a death in the immediate family of an employee the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed the equivalent of one (1) week of pay based on the employees scheduled workweek (36, 37.5, 38 or 40 hours). 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 step-child where there is a child-rearing relationship, or step-sibling. At the request of the City, the employee will furnish a death certificate and proof of relationship.

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

settling the estate of the deceased.

18.7 Catastrophic Leave Bank

The City agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Catastrophic Leave Bank (CLB) will allow the bargaining unit employees to donate time to affected employees within and outside the unit, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. This donated time will be placed in a CLB and drawn down from the CLB by the eligible employee.

Eligibility

To be eligible for this benefit, the receiving employee must: 1) Be a regular full time employee, 2) Have sustained or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, 3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/ or compensatory time off, 4) Be un able to return to work for at least 30 days or in the case of the condition affecting the immediate family member, that member must be in need of prolonged and significant personal care; and 5) Conformed with the requirements of the Family Medical Leave Act and/or Worker's Compensation.

Benefits

Accrued vacation and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Human Resources Director the total leave credits may be extended on a case by case basis, subject to review by the City Manager or designee.

Guidelines For Donating Leave Credits To The Time Bank

a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed his/her initial City probationary period.

b. Time donated will be converted from vacation or compensatory time to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total l eave credits received by the employee shall not exceed three months; however, the Human Resources Director may approve an extension to six months total time.

d. Initial leave time donations must be a minimum of one work shift. An employee cannot donate leave hours that would reduce his/her vacation balance to less than one week.

e. The use of donated leave hours will be in consecutive one-shift increments.

f. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.

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

h. Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.

i. For the purpose of the Section, "immediate family member" as referenced under Eligibility shall be defined as provided for in Section 18.6.

j. Under extenuating and extraordinary circumstances and upon recommendation of the Human Resources Director the City Manager may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice or precedence.

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

Section 19. Probationary Period

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

The probationary period for new employees is twelve (12) months. The probationary period for existing employees who have completed probation and are moving to a different classification at the City is six (6) months. An employee's probationary period may be extended for up to six (6) months, with the approval of the Human Resources Director, to provide the employee with additional time to meet the required standards of work. Probationary period extensions beyond six (6) months must be approved by the City Manager, or by the City Attorney for positions appointed by the City Attorney.

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

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

Section 20. Layoff and Reemployment – Furloughs

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

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is

exhausted; provided that the employee retained or rehired is capable of performing the work required.

Employees who are laid off or who elect to demote or transfer in lieu of a layoff shall have reemployment rights to future vacancies in the position previously held. The City shall maintain a preferred list with the names of the employees laid off in inverse order of layoff. Future vacancies in those affected positions shall first be filled from the preferred list in inverse order of layoff.

Services with the City shall be terminated by:

(1) Discharge, retirement, resignation or any termination of employee status;

(2) Failure to return to work within seven (7) calendar days when recalled from layoff;

(3) Failure to return to work upon expiration of an authorized leave of absence;

(4) Leave without pay status for a continuous period of twelve (12) months or more;

(5) Layoff status for a continuous period of twelve (12) months or more.

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

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

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

(1) Demote to a lower paying classification previously held by the employee in the City;

(2) Transfer to the same classification in another department.

An employee, who has reemployment rights, shall have the same right to compete for promotion that he/she would have had if he/she had not been laid off.

An employee who is laid off shall not accrue or be eligible for any benefits, including, but not limited to, vacation, sick leave, holidays, medical, dental, LTD, life insurance, retirement contributions and uniforms. Any employee reemployed after a layoff shall retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

If the City decides to subcontract work and such work would result in the layoff of a full-time employee, the City will notify the Association within thirty (30) days in advance of such action, and upon written request, will meet and discuss the matter prior to subcontracting the work.

Section 21. Alternatives to Layoff

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

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Section 22. Discharge

22.1 Right of Discharge

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

22.2 Appeals

If a permanent employee feels they has been unjustly discharged, they shall have the right to appeal their case through the appropriate procedure (Section 24.5). Such appeal must be filed with the City Manager, or the City Attorney for positions appointed by the City Attorney, or the Civil Service Board by the Association in writing within seven (7) calendar days from the date of discharge and unless so filed the right of appeal is lost.

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

Section 23. Personnel Files

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

Section 24. Grievance Procedure

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

24.1 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the top management official in the department in which he or she works, or with such subordinate management official as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he or she is assigned, the procedures hereafter specified may be invoked.

24.2 Referral to City Manager or City Attorney

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the City Manager, or the City Attorney for positions appointed by the City Attorney, in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under subsection 24.3 below which has not first been filed and investigated in pursuance of this subsection 24.2. A grievance which remains

unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Adjustment Board.

24.3 Adjustment Board

In the event the Association and the City are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is herein above defined) which arises and is presented during the term of the Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) employee representatives, and three (3) representatives of the City. The Association shall be an indispensable party to any grievance which is submitted to the Adjustment Board. Any party desiring an official transcript of the Adjustment Board hearing shall bear the cost of same.

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

24.4 City Manager/City Attorney and Arbitration

If the grievance is not resolved at the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager, or to the City Attorney for positions appointed by the City Attorney, or may request arbitration. If arbitration is requested, representatives of the City and of the Association shall meet promptly to select a mutually acceptable arbitrator. A hearing before the arbitrator shall be held as soon as practical and the arbitrator shall render a decision which shall be advisory to the City Manager, or the City Attorney for positions appointed by the City Attorney. If the City Manager, or the City Attorney for positions appointed by the City Attorney declines to follow the arbitrator's decision, the City Manager, or by the City Attorney for positions appointed by the City Attorney, shall state the reason for doing so in writing. The cost of arbitration shall be borne equally by the City and the Association.

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

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

24.6 Disciplinary Action

No grievance involving the discipline of an employee will be entertained unless it is filed in writing by the Association with the City Manager, or by the City Attorney for positions appointed by the City Attorney, or Civil Service Board within seven (7) calendar days from the date of the notification of the action. A copy of the notification shall be sent to the Association.

24.7 Pay Claims

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

Section 25. Outside Employment

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

Section 26. Miscellaneous

26.1 Break Periods

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

26.2 Bilingual Pay Policy

In accordance with the City's Bilingual Pay Policy, the Human Resources Department will designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential for employees receiving it on a continuous basis is one hundred dollars ($100.00) per month.

26.3 Drug Free Work Place

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

26.4 State Disability Insurance

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

26.5 Educational Reimbursement

The City shall continue the education reimbursement program instituted on July 1, 1971 as provided for in Appendix B of this MOU and the maximum reimbursement shall be up to $2000 each fiscal year.

26.6 Management Development

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

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

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

26.7 GPS Technology

The City may install and use global positioning system (GPS) technology on City vehicles to enhance employee safety, assure all vehicles are properly maintained, increase personnel safety, locate disabled or stolen vehicles, and to conduct historical review of employee locations that can provide accuracy and transparency during complaint investigations. All City vehicles will be marked with signage indicating that GPS devices may be in use.

26.8 Remote Working Policy

The City agrees to meet and confer with MCEA to develop a telecommuting policy that provides each City department with the ability to evaluate and grant request to telecommute. Telecommuting opportunities will be based upon duties and department's operational/business requirements.

26.9 Catastrophic Leave and SDI Administration

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

26.10 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:

Classification	Code
Building Official	3205
Parts Dept. Office Assistant	1550
Public Works Superintendent	2603
Public Works Supervisor	2650
Public Works Fleet Supervisor	2650
Construction Inspection Supervisor	3080
Associate Civil Engineer	3140
Transportation Engineer	3145
Senior Engineer	3150
Supervising Civil Engineer	3175

Project Manager I	3177
Project Manager II	3178
Project Manager III	3179
Supervising Building Inspector	3215
Park Supervisor	5144
Park Manager	5145

Such safety shoes/boots shall be worn as a condition of employment. The maximum annual reimbursement shall be $250.00.

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.

26.11 Years of Service Recognition

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

Section 27. Severability of Provisions

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

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

Section 28. Past Practices and Existing Memoranda of Understanding

28.1 Past Practice

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

28.2 Existing Memorandum of Understanding

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

SIGNATURE PAGE

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

ALAMEDA MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

DocuSigned by:
By Mike Magaro
ED22CA201451402

DocuSigned by:
By Erin Garcia
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CITY OF ALAMEDA

DocuSigned by:
By Erin Smith
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Approved as to form

DocuSigned by:
By Yibin Shen
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APPENDIX A

CITY OF ALAMEDA
MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

CODE	CLASSIFICATION	Standard Work Week*	ANNUAL					Effective Date
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
MANAGEMENT *Exempt*								
1409	Sustainability and Resilience Manager	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
1405	Assistant to the City Manager	36	109,794	115,284	121,050	127,101	133,455	7/3/2022
1310	Assistant City Clerk	36	88,404	92,821	97,464	102,338	107,454	7/3/2022
1013	Assistant City Attorney II	36	170,817	179,359	188,327	197,743	207,629	7/3/2022
1015	Assistant City Attorney I	36	158,764	166,703	175,039	183,789	192,979	7/3/2022
1014	Assistant City Attorney I - Prosecution Unit	37.5	165,380	173,649	182,333	191,447	201,020	7/3/2022
1017	Deputy City Attorney II	36	137,153	144,009	151,210	158,771	166,709	7/3/2022
1010	Deputy City Attorney II - Prosecution Unit	37.5	142,869	150,010	157,510	165,387	173,654	7/3/2022
1018	Deputy City Attorney I	36	112,851	118,493	124,417	130,638	137,170	7/3/2022
1020	Deputy City Attorney I - Prosecution Unit	37.5	117,553	123,430	129,601	136,081	142,885	7/3/2022
1683	Risk Manager	36	135,369	142,140	149,245	156,706	164,543	7/3/2022
1270	Human Resources Manager	36	149,686	157,169	165,030	173,280	181,943	7/3/2022
1265	Senior Human Resources Analyst	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
1260	Human Resources Analyst II	36	102,327	107,443	112,815	118,456	124,379	7/3/2022
1258	Human Resources Analyst I	36	88,408	92,828	97,469	102,343	107,459	7/3/2022
1697	Controller	36	158,707	166,644	174,976	183,725	192,911	7/3/2022
1695	Financial Services Manager	36	135,369	142,140	149,245	156,706	164,543	7/3/2022
1694	Principal Financial Analyst	36	124,102	130,308	136,823	143,666	150,848	7/3/2022
1682	Finance Supervisor	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
1681	Purchasing & Payables Coordinator	36	88,408	92,828	97,469	102,343	107,459	7/3/2022
1680	Accountant II	36	89,681	94,164	98,873	103,818	109,007	7/3/2022
1677	Accountant I	36	74,265	77,978	81,876	85,969	90,267	7/3/2022
1684	Information Technology Manager	36	135,369	142,140	149,245	156,706	164,543	7/3/2022
1678	Public Safety Information Technology Systems Analyst	36	102,327	107,443	112,815	118,456	124,379	7/3/2022
1676	Information Technology Systems Analyst	36	102,327	107,443	112,815	118,456	124,379	7/3/2022
1670	Technology Services Coordinator	36	88,410	92,832	97,473	102,346	107,464	7/3/2022
2601	Deputy Public Works Director	36	157,168	165,027	173,278	181,942	191,040	7/3/2022
3180	City Engineer	36	149,686	157,169	165,030	173,280	181,943	7/3/2022
3175	Supervising Civil Engineer	36	137,321	144,188	151,398	158,967	166,916	7/3/2022
3150	Senior Engineer	36	126,995	133,345	140,013	147,013	154,365	7/3/2022
3140	Associate Civil Engineer	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
3145	Transportation Engineer	36	109,000	114,458	120,167	126,187	132,476	7/3/2022
3179	Public Works Project Manager III	36	137,321	144,188	151,398	158,967	166,916	7/3/2022
3178	Public Works Project Manager II	36	126,995	133,345	140,013	147,013	154,365	7/3/2022
3177	Public Works Project Manager I	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
2605	Public Works Coordinator	36	126,995	133,345	140,013	147,013	154,365	7/3/2022
3080	Construction Inspection & Survey Supervisor	40	125,354	131,627	138,200	145,120	152,363	7/3/2022
2603	Public Works Superintendent	38	135,369	142,140	149,245	156,706	164,543	7/3/2022
2650	Public Works Supervisor	38	112,820	118,462	124,385	130,605	137,134	7/3/2022
1700	Assistant Community Development Director	36	166,645	174,977	183,726	192,912	202,558	7/3/2022
1701	Development Services Division Manager	36	158,707	166,644	174,976	183,725	192,911	7/3/2022
1728	Base Reuse Manager	36	149,686	157,169	165,030	173,280	181,943	7/3/2022
1712	Economic Development Manager	36	149,686	157,169	165,030	173,280	181,943	7/3/2022
1705	Housing Development Manager	36	135,369	142,140	149,245	156,706	164,543	7/3/2022
1715	Community Development Manager	36	135,369	142,140	149,245	156,706	164,543	7/3/2022
1713	Development Manager	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
1720	Community Development Program Manager	36	112,820	118,462	124,385	130,605	137,134	7/3/2022

**Indicates hours in a classifications standard work week; employees actual work week may differ with department approval.*
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CITY OF ALAMEDA
MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

CODE	CLASSIFICATION	Standard Work Week*	ANNUAL					Effective Date
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
1703	Assistant Planning, Building & Transportation Director	36	166,645	174,977	183,726	192,912	202,558	7/3/2022
3205	Building Official	36	149,686	157,169	165,030	173,280	181,943	7/3/2022
6090	City Planner	36	149,686	157,169	165,030	173,280	181,943	7/3/2022
6083	Planning Services Manager	36	135,369	142,140	149,245	156,706	164,543	7/3/2022
3230	Plan Check Engineer	38	114,665	120,416	126,455	132,745	139,429	7/3/2022
3215	Supervising Building Inspector	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
6080	Supervising Planner	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
3147	Senior Transportation Coordinator	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
5103	Recreation Services Manager	36	135,369	142,140	149,245	156,706	164,543	7/3/2022
5145	Park Manager	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
5118	Recreation Manager	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
5120	Recreation Supervisor	36	97,461	102,335	107,449	112,821	118,463	7/3/2022
5144	Park Maintenance Supervisor	36	97,461	102,335	107,449	112,821	118,463	7/3/2022
3550	Supervising Librarian	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
3545	Library Circulation Coordinator	36	80,174	84,184	88,391	92,812	97,453	7/3/2022
4068	Police Records & Communications Manager	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
4065	Police Records Supervisor	36	102,327	107,443	112,815	118,456	124,379	7/3/2022
4067	Crime Analyst	36	102,327	107,443	112,815	118,456	124,379	7/3/2022
4650	Fire Protection Engineer	36	126,995	133,345	140,013	147,013	154,365	7/3/2022
4605	Fire Administrative Services Manager	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
4610	Emergency Medical Services Education Coordinator	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
1408	Senior Management Analyst	36	112,820	118,462	124,385	130,605	137,134	7/3/2022
1410	Administrative Management Analyst	36	102,327	107,443	112,815	118,456	124,379	7/3/2022
1420	Management Analyst	36	88,408	92,828	97,469	102,343	107,459	7/3/2022
1430	Administrative Services Coordinator	36	80,174	84,184	88,391	92,812	97,453	7/3/2022
1425	Media and Communications Coordinator	36	80,174	84,184	88,391	92,812	97,453	7/3/2022

CODE	CLASSIFICATION	Standard Work Week*	HOURLY					Effective Date
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
CONFIDENTIAL *Non-Exempt*								
1460	Administrative Technician III	36	39.88	41.86	43.95	46.16	48.46	7/3/2022
1465	Administrative Technician II	36	34.46	36.17	38.00	39.89	41.88	7/3/2022
1470	Administrative Technician I	36	31.26	32.81	34.44	36.16	37.99	7/3/2022
1650	Computer Services Technician	36	38.70	40.61	42.64	44.77	47.00	7/3/2022
1590	Deputy City Clerk	36	41.87	43.96	46.15	48.46	50.89	7/3/2022
1404	Principal Executive Assistant	36	41.86	43.95	46.16	48.46	50.89	7/3/2022
1560	Executive Assistant	36	39.88	41.86	43.95	46.16	48.46	7/3/2022
1570	Paralegal	36	39.88	41.86	43.95	46.16	48.46	7/3/2022
1571	Paralegal - Investigator	37.5	39.88	41.86	43.95	46.16	48.46	7/3/2022
1550	Office Assistant	36	31.26	32.81	34.44	36.16	37.99	7/3/2022

**Indicates hours in a classifications standard work week; employees actual work week may differ with department approval.*
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Appendix B

December 3, 1970
REVISED August 26, 1971

CITY OF ALAMEDA

REGULATIONS GOVERNING THE

EDUCATION REIMBURSEMENT PROGRAM

I. PROGRAM ESTABLISHED

A. An Education Reimbursement Program is established in all City departments to reimburse qualified full-time City employees below the level of Division Head for necessary and proper expenses incurred in connection with certain approved educational costs. This program is designed to encourage City employees to increase their knowledge and improve their skills for both the benefit of themselves and the City.

B. The purpose of these regulations is to set forth the rules under which this program shall be administered.

II. ELIGIBILITY

A. Any full-time City employee below the level of Division Head may qualify for the Educational Reimbursement Program, except employees in the following classifications: Police Officer, Policewoman, Police Sergeant and Police Lieutenant.

B. Any employee who qualifies for benefits under the G.I. Bill, or some other outside source of funds, for a proposed course of study will be eligible only for reimbursement of that portion of tuition and fees not covered by the G.I. benefits, or other outside source of funds.

III. GENERAL RULES AND REGULATIONS

A. Application for education reimbursement may be made only for attendance at a school of recognized and approved educational standing.

B. Proposed course must relate to the employee's present job, or to a reasonably predictable future job, with the City. This means that proposed courses must be of immediate benefit to the employee in the performance of current job assignments, or in qualifying for promotion within his present field of specialization, or is part of a logically related sequence of courses leading to a degree in his present field of specialization.

C. To benefit from this program an employee must complete the course of study successfully. This means finishing the proposed course with a passing grade.

APPENDIX B

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D. An employee will not be reimbursed for the costs of taking an approved course more than once.

E. All education or training taken under this program shall be on an employee's time off and shall not be compensated for in any way by the City of Alameda except by the Educational Reimbursement Program.

F. Employees will not be reimbursed for courses under this program in the event of separation from the City before successful completion of a course of study.

IV. ELIGIBLE EXPENSES

A. Educational expenses which qualify for reimbursement under this program shall include tuition fees, lab fees, books and mileage upon successful completion of a work related education or training course which has been approved in advance by the Department Head and the City Manager.

B. For the purpose of this Program, reimbursement for tuition fees shall not include separately collected fees, such as student body fees, which are not required for enrollment in an approved course.

C. Reimbursement for mileage shall be based on $.10 a mile in excess of eight miles per round trip, using the most direct feasible route, from place of residence to the education facility where the approved scheduled class is being conducted. The Department Head may, at his option and with the approval of the City Manager, arrange and provide the use of a City vehicle for transportation to an approved class in lieu of mileage reimbursement.

D. To determine the amount of the educational reimbursement, the Department Head shall require documentation of the expenses incurred, and may require such documents as receipts, course schedules, the official book list for the approved course, evidence of the distance to the education facility, etc.

E. The maximum benefit available to an eligible employee each fiscal year shall not exceed ~~$200~~ annually without prior authorization by the City Manager. ~~$500~~ 750

F. Reimbursement for the cost of textbooks for approved courses which are successfully completed as part of this program is conditioned upon their being turned in to the Department Head in good condition at the conclusion of the course. This requirement is not mandatory, but may be implemented at the discretion of the Department Head.

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

V. ADMINISTRATIVE PROCEDURE

A. Prior to enrolling in a course for which reimbursement will be sought, an employee shall apply through proper channels to his or her Department Head for authorization to take the course under the provisions of this program. The application shall be a statement containing the name of the school, the course title and description, the number of credits or units, the name of the instructor, the class schedule and an estimate of the "eligible expenses" as described in Section IV.

B. The Department Head will be responsible for determining whether or not the course qualifies under the program for educational reimbursement, and so notify the employee who has submitted the application. Any application, which by itself, or taken with other applications already submitted and approved, which involves reimbursement of more than ~~$200~~ $500 $750 per employee per year must receive prior approval by the City Manager.

C. The Department Head may, at his option, establish regulations for administering this program in his Department, as long as they are consistent with these regulations. This may involve, if desireable, preparation and distribution of a list of courses which will qualify under this program for the information of the employees in his Department.

IV. AUTHORIZATION AND AMENDMENT

A. The Educational Reimbursement Program was authorized by the Alameda City Council in adopting Resolution No. 7702, dated December 1, 1970.

B. The rules regulating the Educational Reimbursement Program shall be established by administrative directive issued by the City Manager.

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