

Memorandum of Understanding

Between

City of Albany

and

Service Employees International Union (SEIU), Local 1021,

April 1, 2014 – March 31, 2018

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ALBANY AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1021

The Service Employees International Union (SEIU), Local 1021 and representatives of the City of Albany have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and other employer-employee relations of such employees.

The legal relationship between the City of Albany, its employees, and the Service Employees International Union (SEIU), Local 1021 is governed by the Meyers-Miliias-Brown Act (California Government Code sections 3500, et seq.), the City Charter, the City Personnel Rules and Regulations, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to a subject matter that is also referred to in the Personnel Rules and Regulations or any other city ordinance, the provisions of this Memorandum of Understanding shall prevail.

This Memorandum of Understanding shall be presented to the City Council of the City of Albany as the joint recommendation of the undersigned parties for the period commencing April 1, 2014 and ending March 31, 2018.

1 **Recognition**

1.1 **Union Recognition**

The Service Employees International Union (SEIU), Local 1021, hereinafter referred to as the "Union" is the sole and exclusive recognized employee organization for the General Employees representation unit, covering those classifications listed in Attachment A. Should a dispute arise over the proper assignment of a classification into a bargaining unit, that dispute shall be mediated by a mediator assigned by the State Mediation and Conciliation Division.

1.2 **City Recognition**

The City Manager, as the Municipal Employee Relations Officer, or any management representative duly authorized by the City Manager, is the representative of the City of Albany, hereinafter referred to as the "City."

2 **Union Security**

2.1 **Agency Shop**

1. All new employees who are hired into classifications covered by this Memorandum of Understanding shall, at the time of hire, execute an authorization for the payroll deduction for one of the following options:

- a. Become and remain a member of the Union, or
- b. Pay to the Union an agency fee in an amount which may not always be less than but will never be more than an amount which may be lawfully collected under applicable constitutional, statutory, and case law made during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Union to

determine an agency fee which meets the above criteria, subject to the limitations in Section 2.1.c. below; or

c. Do both of the following:

- 1) Present to the Union a written declaration that the employee is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization; and
- 2) Pay a sum equal to the agency fee described above to one of the following: Friends of the Albany Library, Friends of the Albany Seniors, or the United Way.

2. It shall be the duty and responsibility of the City to notify all members of the bargaining unit, including new employees and re-assigned members who become members of this bargaining unit, of his/her agency shop participation, financial obligations, and religious options pursuant to Section 2.1.1. above.
3. The City shall, in all appropriate cases, implement a mandatory deduction from pay for all employees within the bargaining unit for Union dues, agency fees or exemption donations; however, the City shall not be required to dismiss or otherwise discipline any bargaining unit member for failure to fulfill his/her obligations under agency shop.
4. If after all other involuntary and insurance premium deductions are made in any pay period, including medical insurance, Medicare, tax withholding, garnishment, judgment or governmental levy, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.
5. The provisions of this Section shall not apply during periods that an employee is separated from the bargaining unit, but shall be reinstated upon the return of the employee to the bargaining unit. For the purpose of this Section, the term separation includes promotion, demotion, reclassification or transfer out of the bargaining unit, layoff, and leave of absence without pay.
6. These Agency Shop provisions are governed by and in accordance with Government Code Section 3502.5.

2.2 Agency Shop Compliance

1. New Employees - Upon request, the City shall furnish the Union with copies of "Employee Authorization for Payroll Deductions" documents related to Agency Shop or Union Dues Deductions executed by new employees. Within thirty calendar days of hiring, the City shall provide the name of new employees in this bargaining unit to the Union, the Union shall furnish all agency fee payers with copies of the Union's administrative procedure and appeal process, and shall provide to the City confirmation of such notification to the new employees.
2. Current Employees
 - a. An employee in a position covered by this Memorandum of Understanding shall be provided by the City with an "Employee Authorization for Payroll Deduction" form.

- b. If the form authorizing payroll deduction is not returned to the Union within thirty calendar days after receipt of notice of the Agency Shop provision and the "Employee Authorization for Payroll Deduction," the Union may then, in writing, direct that the City withhold the agency fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency fee and the City shall pay that amount withheld to the Union.
- c. In the event that Agency Shop is implemented, all employees then employed by the City in a position assigned to this bargaining unit may, within thirty days of such implementation date, exercise a one-time option in writing to the City Manager to exempt themselves from the Agency Shop provisions of this Memorandum of Understanding for the duration of their employment by the City.

2.3 Hold Harmless

The Union shall indemnify, defend, and save the City of Albany, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Section, or action taken or not taken by the City under this Section, and shall promptly reimburse the City for reasonable legal fees and costs incurred by the City in responding to or defending against any claims, disputes or challenges. This includes, but is not limited to, the City's attorney fees and costs and reasonable preparation time; to and including the reserved right of the City to select counsel of its own choice.

2.4 Union Materials

The City shall use its best efforts to hand out agreed upon Union materials addressing agency shop along with the agency shop forms.

2.5 Membership Listing

The City will provide a bi-annual report to the Union listing the names, positions, and hours worked per week for all represented employees.

2.6 Bulletin Boards

The Union shall be permitted to post notices of official Union business on existing bulletin boards. The City has the right to remove any posted material that is outdated.

2.7 Release Time

The City agrees to provide an adequate and reasonable amount of release time for designated officers and representatives of the Union to conduct, with City Manager or his/her designee approval, Union business and to engage in meet and confer sessions with official representatives of the City of Albany.

3 City Rights

The rights of the City include, but are not limited to, the exclusive right to determine the nature and extent of services to be performed; manage and control all property, facilities, and operations of the City, including the methods, means, and employees by which the City's operations are to be conducted; determine the size and composition of the working force; determine the procedures and standards of selection for employment; relieve its employees from duty because of lack of work, funds, or for other legitimate reasons; hire, promote, demote, reprimand, suspend, dismiss from employment or otherwise discipline employees; determine the content of class descriptions; take all necessary actions to carry out its mission in

emergencies; exercise complete control and discretion over its organization and technology of performing its work; and take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interests of the public it serves.

4 **No Discrimination**

There shall be no discrimination of any kind because of race, religion, color, creed, national origin, sex, sexual orientation, marital status, union activities or political affiliation, and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age or disability.

There shall be no reprisals or discrimination against any City employee involved in a labor dispute concluded by reason of this Memorandum of Understanding.

5 **Salaries**

5.1 **Salaries**

Salary ranges for represented classifications shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

1. Effective April 28, 2014, salaries for all classifications in the bargaining unit shall be increased by three percent.
2. Effective June 8, 2015, salaries for all classifications in the bargaining unit shall be increased by three percent.
3. Effective June 6, 2016, salaries for all classifications in the bargaining unit shall be increased by three percent.
4. Effective June 5, 2017, salaries for all classifications in the bargaining unit shall be increased by three percent.

5.2 **Permanent Part-Time Employee Definition**

Except as otherwise provided in this Memorandum of Understanding, permanent part-time employees shall be included in the provisions of this Memorandum of Understanding. Permanent part-time employees are those employees who are regularly employed by the City and who work one thousand or more hours per fiscal year.

5.3 **Application of Wage Rates**

Where multiple steps are provided, employees hired at step one will be eligible for a step increase after completing the first six months of service. Advancement within the salary schedule specified for an employee's classification shall be on the basis of one year's meeting or exceeding satisfactory service standards, as evidenced by a performance appraisal.

If an employee receives an annual performance appraisal whose overall rating "does not meet standards," then the employee shall advance within the salary schedule for the employee's classification; provided, however, the employee has been re-evaluated six months from the appraisal period of the "does not meet standards" appraisal and now receives an overall performance rating of "meets standards" or better.

Step increases may occur earlier than one year for extraordinary performance upon the recommendation of the Department Head. Employees may also be hired above step one depending upon their experience and qualifications.

5.4 Motivation Productivity and Performance Appraisals

In order to insure the utilization of employees to accomplish the objectives of the organization and to help employees meet their needs and goals, there is hereby created an annual performance appraisal procedure to insure that both the City and employees obtain the maximum value from their work experience. Should an employee receive an overall “does not meet standards” rating in his/her performance appraisal, review would follow on three-month intervals until expectations are met. Results of employee appraisals would be considered in making any appointments to higher or more permanent positions. The appraisal arrived at, pursuant to this procedure, shall not be subject to the grievance procedure.

Additionally, an employee seeking to make the transition from Maintenance Worker I to Maintenance Worker II shall have demonstrated to the department head his/her capability to perform all skills, to have obtained all the knowledge necessary for the job as delineated in the job description, and shall have served in the top step of Maintenance Worker I.

If an employee does not receive an annual performance appraisal, he/she may request, in writing, that his/her supervisor provide the employee with a written performance appraisal.

The annual performance appraisal shall be reviewed with the employee, and the employee shall sign the appraisal form to acknowledge such review. The employee shall have ten working days after receiving his/her appraisal to make written comments on the appraisal form, and such comments shall remain as a permanent part of the appraisal. Employees shall be given a copy of the annual appraisal.

Upon request, an employee is entitled to a review of the performance appraisal by his/her Department Head or, in the event that the Department Head is the original preparer of the appraisal, review by the City Manager or his/her designee within ten working days after receiving his/her appraisal.

5.5 Salary Payment

The City of Albany provides for paying its employees on every other Friday. When a regular payday falls on a holiday recognized by the City, payment will be made on the last regular working day immediately preceding such holiday. The time for payment will be such that employees may receive paychecks no later than 1:00 PM on payday.

5.6 Compensation for Working at Higher Rank

When an employee in a permanent position is directed to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, and the employee works in such an assignment for a period of two days, with the written approval of his/her department head, the employee shall be compensated for said work in the higher position from the beginning of the second day at the rate of pay established for the higher classification equal to at least five percent above compensation normally received by the individual. Compensation for working at a higher rank shall be not less than the minimum salary for the higher classification and no greater than the maximum salary of the higher classification. Allowable overtime will be paid on the basis of the designated workweek and rate of pay for the higher classification.

5.7 Salary after Promotion or Demotion

When an employee is moved from one classification to a classification with a higher maximum salary (promotion), the employee shall be appointed at the minimum step of the salary range in the new classification; provided, however, that the employee receives a minimum five percent increase in salary upon such promotion, not to exceed the maximum salary step of the new classification.

When an employee is moved from one classification to a classification with a lower maximum salary (demotion), the employee's salary shall be adjusted to the salary prescribed for the classification to which the employee is demoted. The employee shall be placed at the step of the salary range prescribed for such lower classification that most nearly approximates the salary the employee was receiving; provided, however, that such salary does not exceed the maximum rate for such lower classification. This paragraph shall not apply when an employee has been rejected during a promotion probationary period; rather, such an employee shall be placed at the same step the employee was placed prior to the promotion.

5.8 Pesticide Differential

Employees who are required to handle and apply pesticides in the performance of their job will be compensated by payment of five percent additional salary above the employee's regular base salary for all hours spent actually handling and/or applying pesticides.

5.9 CWEA Sewer Certificate Differential

Employees will be compensated by a payment of five percent additional salary above the employee's regular base salary for obtaining and maintaining certification in the California Water Environment Association Technical Certification Program.

5.10 Bilingual Pay

The City shall provide bilingual pay in the same amount and in the same fashion as the bilingual pay provided to employees represented by the Albany Peace Officers' Association.

5.11 Uniform Allowance

The City provides a uniform allowance of Eight Dollars and Five Cents per pay period which is added to the compensation for employees in the Maintenance Worker series who are Classic Members of PERS. The City then deducts Eight Dollars and Five Cents per pay period from these employees' paychecks for laundry servicing of the Maintenance Worker uniform. Maintenance Workers are required to wear their uniforms at all times while on the job due to potential exposure to chemicals and hazardous materials.

6 Overtime

6.1 Payment

When, an employee shall have worked in excess of the normal workweek, said employee shall be compensated at the rate of one and one-half times the regular hourly rate for all such overtime performed by said employee on behalf of the City of Albany.

In determining normal day's or week's work, time taken as "absent without pay" in such day or week shall first be worked at straight time before premium rates are applicable. Sick leave, compensatory time off, vacation time, holidays, disability leave, bereavement leave, or military leave may, with approval of the department head, be taken without affecting these premium pay provisions.

6.2 Minimum Reportable Periods

Minimum reportable periods of overtime shall be one-half hour, except when an employee is called out from home for an isolated period of duty, in which case the minimum reportable period shall be three hours.

6.3 When Paid

All overtime earned during a pay period shall be paid on the normal payday for that pay period.

6.4 Shift Differential

When a Maintenance Worker or Lead Maintenance Worker performs duties between 12:00 midnight and 7:30 AM, the employee will receive a five percent night differential pay above regular salary for any hours worked between 12:00 midnight and 7:30 AM.

6.5 Compensatory Time

Notwithstanding any provisions hereunder contrary, department heads shall be allowed to grant compensatory time on a time and one-half basis subject to the following:

1. At the time of the overtime assignment, the employee shall make his/her election to be paid for said time or have said overtime entered into the appropriate compensatory time account. Once overtime is so entered, it cannot be exchanged for pay.
2. No more than eighty hours of compensatory time can be accumulated and maintained on the employee's account at any one time.
3. In determining capability for taking compensatory time off at a given time, due regard shall be given to:
 - a. The wishes of the employee;
 - b. Date of application for specific time off; and
 - c. Seniority (in the event of multiple requests).

Compensatory time off will not be allowed at times when staffing of any department is not possible without bringing in other personnel to meet minimum staffing requirements.

6.6 Meal Allowance

A meal allowance of Ten Dollars shall be allowed for each consecutive four hours of overtime worked within a twenty-four hour period.

6.7 Standby Pay

In order to provide emergency service on weekends, the Union agrees that Maintenance Workers and Lead Maintenance Workers will make themselves available to respond to emergency calls. A schedule will be developed taking into consideration seniority, employee needs, and the needs of the City. The employee scheduled for standby will receive One Hundred Dollars standby pay for each day. A day is defined as follows:

1. Friday 4:30 PM through Saturday midnight;
2. Saturday midnight through Monday 8:00 AM;
3. Legal holidays will be handled as weekends (1 and/or 2).

In return, the employee will be available to respond from 4:30 PM Friday to 8:00 AM Monday. This pay is separate from shift differential or overtime pay. Employees will be assigned standby assignment on a rotating basis.

6.8 Maintenance Work on Saturday

With seven calendar days advance notice, the City may assign one maintenance crew employee (Maintenance Worker or Lead Maintenance Worker) to work on Saturday. This Saturday work shall be assigned to the one maintenance crew employee who has been assigned the Standby Duty that includes the Saturday. The Union agrees to waive the “consecutive days off per week” requirement of Section 8.1 of the MOU to the maintenance crew employee assigned to Saturday work; provided, however, the maintenance crew employee shall have two days off during the work week in which Saturday work has been scheduled. The City shall be limited to its use of the provisions of this section to a maximum of eight times per fiscal year. The purpose of this section is to limit the City’s ability to assign a maintenance crew employee without providing two consecutive days off per week.

7 Safety

7.1 Safety

The City agrees to provide a safe and healthy work environment. Problems and disputes with regard to health and safety should be addressed to the City's Safety Committee and shall not be subject to the Grievance Procedure contained herein.

Safety Committee meetings shall be held on a quarterly basis, or more often as deemed appropriate by the Safety Committee Chair, and release time will be granted for participants without loss of pay provided the meetings are scheduled during regular working hours. Each committee member shall provide his/her supervisor seventy-two hour advance notification for all meetings.

7.2 Safety Shoes

One pair of safety shoes shall be supplied annually to Maintenance Workers and Lead Maintenance Workers. Safety shoes shall be supplied at a cost and store designated by the City. Safety shoes shall be worn at all times during working hours.

7.3 Child Care Workers

CPR, First Aid and Infectious Disease certification required by the City as a condition of continued employment for permanent employees occupying child care positions within the Recreation and Community Services Department shall be reimbursable at one hundred percent or paid directly by the City and shall take place on City time, if possible.

8 Hours of Work

8.1 Hours of Work

All employees shall be guaranteed at least two consecutive days off per week. Scheduling is a management prerogative and shall not be made or changed in an arbitrary or capricious manner.

All full-time City employees’ normal workweek shall be forty hours. Part-time employees’ workweek and benefit calculation will be based on a forty-hour workweek.

8.2 Reporting Contemplated Absences

If, for any reason, an employee is unable to perform his/her normal shift assignment, he/she shall, prior to the beginning of the shift, contact the person to whom he/she would normally report, and advise of his/her inability to perform. Members of the Police Department shall respond in accordance with rules of his/her respective department.

8.3 Rest Periods

All employees shall be allowed one rest period not to exceed fifteen minutes for each four hours worked. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one hour of the beginning or ending of a work shift or lunch period. The department head or immediate supervisor may designate the location at which rest periods may be taken. Rest periods shall be considered hours worked, and employees may be required to perform duties, if necessary.

9 Probationary Period

9.1 Probationary Period

All original and promotional appointments shall be tentative and subject to a probationary period of nine months from the date of probationary appointment or promotion. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the position into which transferring, provided the employee has completed his/her probationary period in the classification at the time of transfer. During the probationary period, any employee may be rejected at any time by the department head without the right of appeal or grievance.

9.2 Promotional Probationary Period

An employee who has previously completed the requisite probationary period and who is rejected during the subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed from employment for cause during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

10 Insurance and Pension

10.1 Dental Plan

The City agrees to contribute one hundred percent of the dental insurance premium for a full-time employee and his/her eligible dependents. Permanent part-time employees shall be entitled to a prorated City participation in dental plan coverage for that individual or family group. The extent to which the City participates in such coverage for permanent part-time employees shall be adjusted when a department submits a Personnel Action Form changing the hours the employee is scheduled to work. Any differences between the amount of the City's maximum contributions and the premiums will be deducted from the employee's second payroll check of the month for the next month's coverage.

10.2 Orthodontia Care

The City will contribute up to Ten Thousand Dollars for each fiscal year into a fund to provide reimbursement for employees' receipted costs for orthodontia expenses over the dental payment limit of One Thousand Five Hundred Dollars. Eligible employees can be reimbursed up to One Thousand Dollars per individual per lifetime for orthodontia upon proof of expense and limit reached on primary and secondary insurance. Reimbursements will be at the same percentage rate as the dental coverage (currently sixty percent).

The orthodontia reserve account will be on a first come first serve basis. If funds are unavailable in one fiscal year, expenses may be submitted in the next fiscal year.

10.3 Vision

The City will provide an optional VSP vision care plan with the employee making the required premium contributions.

10.4 PERS Health

Permanent or probationary full-time employees and permanent or probationary part-time employees have the option of becoming members of the Public Employees Medical and Hospital Care Act (“PERS Health”) insurance program. The City’s monthly contribution to provide health insurance benefits for the individual employee and the employee’s eligible dependents shall be One Hundred and Nineteen dollars per month effective January 1, 2014 and shall adjust in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act.

10.5 Flexible Benefits Plan

Permanent or probationary full-time employees and permanent or probationary part-time employees may participate in the flexible benefits plan.

The City shall offer an Internal Revenue Code Section 125 Plan that contains the components of benefit allowance, premium conversion, health care reimbursement account, and dependent care reimbursement account. The City shall contribute the below-listed amount per month toward each employee’s Section 125 Plan benefit allowance components:

Employee Only	Kaiser single rate less PERS required MEC
Employee plus one	Kaiser employee plus one rate less PERS required MEC
Employee plus two or more	Kaiser family rate less PERS required MEC

The City’s monthly flexible benefits plan shall be pro-rated for permanent part-time employees in the following manner: Employees working a minimum of one thousand hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive a pro-rated benefit allowance based on scheduled work hours and the remaining premium shall be deducted from the employee’s second payroll check for the following month’s coverage.

An employee may use any benefit allowance (as stated above) toward the cost of employer-provided PERS Health insurance for the employee and eligible dependents. An employee may not use the benefit allowance for other reasons.

In the event the City wishes to explore health and dental plans to be provided through alternate carriers, the City will notify SEIU Local 1021 of its intent. The parties shall meet and confer regarding all proposed changes as well as the City’s contributions to such plan.

10.6 Deferred Compensation In Lieu

An employee eligible for PERS Health who opts to waive participation because the employee has health plan coverage as a result of being an eligible dependent shall have a City contribution of the employee only flexible benefits plan rate and the City’s PERS health rate contributed into the City’s deferred compensation plan. To participate in this program, the employee shall sign a waiver, provided by the City, of health plan coverage and shall provide proof of health plan coverage for him/herself, which shall be confirmed annually before January 1 of each year.

10.7 Life Insurance

All full-time employees represented by this bargaining unit shall be insured under a group policy paid for by the City in the amount of Twenty Thousand Dollars Life Insurance, and Twenty Thousand Dollars Accidental Death and Dismemberment Insurance. Coverage shall cease at the termination of employment, with the employee having the right to convert to an individual policy of insurance, subject to the rules of the insurance carrier. Permanent part-time employees, when regularly employed, shall have the above coverage in the amount of Ten Thousand Life Insurance, and Ten Thousand Accidental Death and Dismemberment Insurance. Employee coverage is effective the first day of the calendar month after one month of continuous employment.

10.8 Pension

All represented employees are covered by a pension program provided by the California Public Employees' Retirement System (PERS) to the City through a contract. There are three tiers of employees enrolled in PERS. Tier 1 employees are Classic Members who were hired prior to November 28, 2011. Tier 2 employees are Classic Members who were hired between November 28, 2011 and December 31, 2012, or who were hired on or after January 1, 2013 and meet the PERS requirements to be considered Classic Members. Tier 3 employees are New Members who were hired on or after January 1, 2013.

Tier 1 employees shall receive the 2.5% @ 55 benefit formula. These employees shall pay eight percent toward the employee's portion of PERS.

Tier 2 employees shall receive the 2.0% @ 60 benefit formula. These employees shall pay seven percent toward the employee's portion of PERS.

Tier 3 employees shall receive the Statewide 2.0% @ 62 benefit formula. These employees shall pay the PERS employee contribution rate of fifty percent of the Normal Cost, as determined by PERS.

The maximum the City will contribute for both employer and employee will be twenty-five percent. Any required employer and employee contribution above twenty-five percent will be paid by the employee on a pre-tax basis.

[For more information, see Addendum that immediately follows page 27.]

10.9 Social Security

All employees shall have coverage under Federal Social Security in accordance with the provisions of law. This system requires contributions by both the employee and the employer in accordance with schedules provided by the Federal Government.

10.10 Changes in Federal or State Law

If, pursuant to any Federal or State law enacted subsequent to the effective date of this Memorandum of Understanding, the City is required to pay contributions or taxes for hospital, medical, dental or any other benefits to be provided to employees, the City shall have the right to reopen this Memorandum of Understanding only with respect to such hospital, medical, dental or other benefit and the City's financial obligations therefore. It is understood that in no event shall the total amount paid by the City for hospital, medical, dental or other benefits be reduced during the term of this Memorandum of Understanding.

11 **Holidays**

11.1 **Full-Time Employee Holidays**

All full-time employees will be entitled to the following fourteen holidays per year:

<u>Day/Date</u>	<u>Holiday Name</u>
January 1	New Year's Day
Third Monday in January	Martin Luther King Jr.'s Birthday
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving Day	
½ day December 24	Christmas Eve
December 25	Christmas
½ day December 31	New Years Eve

Three floating holidays to be taken at the mutual convenience of the City and the employee.

Should the State and Federal governments change the date on which any of the above holidays are to be celebrated, the City schedule would be modified accordingly. However, if only one of these entities makes a change, no modification in the schedule will result.

Should any holiday fall on a Sunday, the Monday following will be observed as the holiday. Should any holiday fall on a Saturday, the Friday preceding will be observed as the holiday. In the case of an employee having days off other than Saturday and Sunday, said employee will be afforded one additional day off for each holiday which falls on his/her regular day off. Time for taking such holiday will be scheduled at the discretion of the department head.

Floating holidays must be taken during the calendar year in which earned or will be lost. Floating holidays may be used in increments of one hour or more.

11.2 **Permanent Part-Time Employee Holidays**

Permanent part-time employees will be paid on a pro-rated basis depending upon their designated hours of work, for the fourteen holidays defined above when any such holiday falls on a regularly scheduled workday.

11.3 **Work Performed on Holidays**

An employee assigned by the department head, or his/her designated representative, to work on any of the holidays listed above shall receive one and one-half times his/her regular straight time rate of pay in addition to regular holiday pay.

12 **Vacations**

12.1 **General Requirements**

The purpose of annual vacation is to enable each eligible employee to return to his/her work physically and mentally refreshed. In administration of this section, administrative personnel shall be guided by this stated

purpose. Vacation leave shall, where possible, be taken at one time or in blocks of forty hours or greater; except an employee may schedule not more than twenty-five percent of his/her annual vacation entitlement in one work day increments. However, the department head, under appropriate circumstances, may permit a modification of this requirement.

The time at which an employee shall take his/her vacation during a calendar year shall be determined with due regard to the wishes of the employee, the date of application for a specific vacation period, the seniority of employees, both in the department and in the City, and with particular regard for the needs of the department.

12.2 Accrual and Entitlement

<u>Year of Service</u>	<u>Accrual Rate</u>
First	Accrue 3.38 hours per pay period. There is no use of vacation during the first six months of employment. (11 days)
Second through Third	Accrue 3.38 hours per pay period. (11 days)
Fourth through Eighth	Accrue 4.92 hours per pay period. (16 days)
Ninth through Thirteenth	Accrue 5.54 hours per pay period. (18 days)
Fourteenth through Eighteenth	Accrue 6.15 hours per pay period. (20 days)
Nineteenth and Thereafter	Accrue 6.77 hours per pay period. (22 days)

Such vacation shall be without loss of pay, benefits or privileges.

In computing vacation leave, no accumulation shall be made for leaves of absence without pay.

Permanent part-time employees shall accrue vacation in an amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed by the above paragraph.

12.3 Vacation/Miscellaneous Requirements

Department heads may be allowed to change vacation leave to sick leave in the event an employee, while on vacation, becomes ill to the point the department head is convinced such employee would not normally be capable of performing his/her duties were he/she on shift.

When the total vacation ends with a fraction of a working day, the vacation shall be computed to the nearest one-half hour.

The vacation privileges granted by this section shall be confined to regular salaried employees who have worked for the City during the year the normal hours of work for employees. In computing time, no deductions shall be made for holidays, paid vacation, normal sick leave, and industrial disability leave.

If an employee is unable to take his/her scheduled annual vacation because of circumstances within the department or for personal reasons, such annual vacation may be allowed at a later date when convenient to the department. This will allow consideration by the City of a request from an employee to carry over

vacation solely for the convenience of the employee to facilitate a longer vacation period in a subsequent year, providing the department head agrees that such a carry over can be accommodated within the department without adversely affecting the department's capability of carrying on its functions, and the City Manager approves such request for vacation carry over. The maximum allowable vacation accrual will be, and vacation will not accrue beyond two hundred and fifty hours.

Each department within the City will develop a system for scheduling vacations among the department's employees involving advance sign-up of vacation choice, with conflicts in vacation preference resolved according to seniority. Employees who fail to sign up for vacation in advance will have their vacation requests honored on a first-come, first-served basis. Requests for vacation should be made with at least ten business days advance notice. Vacation requests that are made with less than ten business days advance notice will be considered on a first-come, first served basis. The City will consider the impact on operations, the number of employees already off duty, as well as the ability to provide service when considering vacation requests with less than ten business days advance notice. There are no guarantees that vacation requests will be approved/denied when submitted with less than ten business days advance notice. The City shall approve or deny each vacation request within five business days upon receipt. The City reserves the right to determine how many employees within a department may be on vacation at any one time.

13 Sick Leave

13.1 Entitlement

All permanent employees who work more than one thousand hours per fiscal year of the City shall be entitled to a leave of absence for sickness, accident or disability with full pay to the extent of eight hours for each calendar month of employment with the City, accumulative to one thousand four hundred forty hours.

Where the leave provided for in this section extends to more than three working days, the employee shall furnish his/her department head with satisfactory medical evidence that the leave was necessary.

The department head, or his/her designee, shall have the right to investigate and determine the extent of an employee's illness who is claiming benefits under this Section.

In computing sick leave, no accumulation shall be made for leaves of absence without pay.

Permanent part-time employees shall be eligible to accrue sick leave in the same proportion as their scheduled and worked hours per week relate to the standard workweek.

13.2 Family Illness

Employees may use sick leave for serious illness, injury, or childbirth in their immediate household. Immediate household is defined as an employee's spouse, registered domestic partner, child (including an adopted, foster or stepchild), parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or anyone who has acted in the capacity of an immediate family member. Such usage of sick leave shall be within the amounts allowed to be accumulated under this Section; and no special allowances shall be made therefore. This is not considered additional days off.

13.3 Use of Vacation

Vacation leave may be used toward an employee's absence from work due to sickness, accident, or disability when such absence exceeds three working days and the employee does not have available accrued sick leave.

13.4 Sick Leave Buyback

Upon retirement from regular City service, as defined by PERS, an employee shall be entitled to compensation for one quarter of the accumulated Sick Leave on the books at the time of such retirement, and at his/her regular salary on said retirement date.

13.5 Catastrophic Leave Program

A permanent employee may be eligible to receive donations of paid leave other than sick leave, to be included in the recipient employee's sick leave balance if she/he has suffered a catastrophic illness or injury that prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

1. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the City Manager.
2. The recipient employee is not eligible so long as he/she has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A medical verification including diagnosis and prognosis must be provided by the recipient employee.
4. A recipient employee is eligible to receive up to seven hundred twenty hours of donated time during his/her tenure. Requests for exceptions to this limit may be submitted to the City Manager whose decision shall be final.
5. Donations shall be made in full-day increments of eight hours, and are irrevocable. The donor employee may donate vacation up to any amount so long as the donor employee retains at least eighty hours of vacation. Compensatory time may also be donated without limit on the amount. Sick leave may not be donated.
6. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee. All sick leave provisions will apply.
7. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
8. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the City Manager's sole discretion and shall be final and non-grievable.

14 Disability Benefits

14.1 Disability Leave Entitlement

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. Over and above the Workers' Compensation statutory benefits, the City will pay benefits on the first day of work lost due to an on-the-job injury, and will provide Worker Compensation benefits for the first year up to two-thirds of the monthly salary not to exceed Two Thousand Dollars per month for on-the-job injuries. After the first year (defined as calendar year), benefits will be paid pursuant to the statutes of the State of California.

14.2 Long-Term Disability Plan

The City provides a long-term disability plan for permanent full-time employees (employees that work at least thirty hours per week). This plan provides for two-thirds of the monthly salary, to a maximum of Two Thousand Five Hundred Dollars per month after a ninety-day waiting period, for disabilities occurring on and off the job. The long-term disability benefit will be integrated at the employee's option with Sick Leave and Vacation benefits, if any, as well as with State Disability Insurance benefits received.

14.3 State Disability Insurance

The City participates in the State Disability Insurance program for employees covered by this Memorandum of Understanding, at the expense of the employee.

15 Bereavement Leave

The department head may grant leave of absence, with pay, to members of his/her respective departments as follows:

1. In the event of the death of a member of the immediate family, a leave not to exceed seven calendar days, for employees. Immediate family means spouse, registered domestic partner, child (including an adopted, foster or stepchild), parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or anyone who has acted in the capacity of an immediate family member.
2. In special cases, bereavement leave may be granted to attend funeral and memorial services of persons not included with the immediate family.

16 Jury Duty

Any employee called for service as a juror, or under a subpoena in a criminal case, is hereby granted a leave for that period required by the court. During such period, the employee shall be entitled to normal pay; however, he/she shall remit to the City the jury or witness fee (excluding mileage allowance) received for jury or witness duty served while on such full pay status with the City.

17 Reduction in Force

17.1 Abolition of Position

The City Council may abolish any position or layoff any employee in City service when, in Council's judgment, such action becomes necessary. Employees transferred, demoted, or laid off because of abolition of positions shall not have the right of appeal to the decision to lay off in such cases.

17.2 Layoff Area and Priority

The City Manager, in consultation with the City Council, shall determine the area(s) and positions in which layoff may occur, including the identification of the department, division, work unit, class and specific position.

17.3 Layoff Procedure

When a list of the affected area(s) and/or position(s) has been prepared, the following procedure shall be followed:

1. Notification. In cases involving permanent employees only, notice of layoff must be given to the employee and the Union at least thirty business days prior to the effective date of layoff. For those employees working in self-supporting programs, the understanding exists that employment terminates at the end of the funding for that program. The Union will be notified at the beginning of the program of this specific condition.
2. Order of Layoff of Employees. In any case in which there are two or more employees in a classification from which a layoff is to be made, the order of layoff shall be that the regular employee with the least seniority shall be laid off first.

If two or more employees in this circumstance possess the same amount of service credit, the employee having the most below standard performance appraisals shall be laid off first. No performance appraisal counts as a standard performance appraisal. In case there is no discrepancy in performance appraisals, the supervisor of both employees shall make the determination, or, if the employees have different supervisors, the City Manager shall make the determination.

3. Seniority. For the purpose of this Section, seniority includes all periods of regular and probationary service at or above the classification level where layoff or displacement is to occur. Seniority is defined as an employee receiving full credit for full time employment and proportional credit for part-time employment.
4. Displacement. After receiving a layoff notice, an employee affected by layoff shall have the right to displace an employee having less seniority in a lower classification in which the displacing employee once held regular status.

Whenever there is a reduction in the workforce, the City Manager shall first demote any laid off employee to a vacancy, if any, in a lower class for which the employee to be laid off is qualified. All persons so demoted shall have their names placed on the reemployment list.

An employee who is displaced shall be laid off in the same manner as an employee whose position is abolished.

Series displacement (Accounting Technician series and Secretarial series) is to be determined by seniority in the series.

5. Request for Displacement and Determination of Salary. The employee to be laid off will receive written notice of the layoff and the positions he/she is eligible to displace. The employee then has ten business days to notify the City Manager in writing if he/she desires to displace a position. An employee demoted to a former classification shall be placed at a salary closest to his/her current salary that does not constitute an increase. In no case shall the salary be increased above that received by the employee in the class from which the employee was laid off.
6. Reemployment Rights. The names of persons laid off or displaced in accordance with these rules shall be entered upon a reemployment list in the inverse order in which laid off. Lists from different times for the same classification shall be combined into a single list. Appointments from such lists shall be made when a vacancy arises in the same classification provided the employee held regular status before selection is made from an eligible list.

Employees hired following layoff shall be considered as having been on leave without pay for the period of layoff and shall be reinstated to their employment status prior to the layoff.

A rehired employee shall be paid at the current rate for the position to which rehired.

7. Duration of Reemployment List. Names of persons laid off shall be carried on a reemployment list for twenty-four months, except that persons appointed to regular positions of the same classification and status as that from which laid off shall, upon such appointment, be dropped from the list. Persons reemployed in a lower classification or on a temporary or part-time basis shall be continued on the list for the higher regular position. Any person rejecting an offer of employment to a regular position of the same classification and status shall be dropped from the list. Any person who does not respond within ten business days to a letter offering such employment shall be dropped from the list.
8. The laid-off employee's sick leave shall remain on account with the City in the event the employee is rehired.

18 Credit Union Payroll Deductions

Upon execution of the necessary forms available in the Human Resources office, employees shall have the opportunity to authorize payroll deductions to the Credit Union for savings deposits, share purchases, and/or payments on loans.

19 Leave of Absence Without Pay

19.1 Leave Without Pay

An employee may be granted a leave of absence without pay for personal reasons not to exceed thirty calendar days in any one-year period. In order to be granted a leave of absence without pay, the City may require the employee to first use all accrued vacation and compensatory time off. Granting of a leave of absence without pay shall be at the sole discretion of the Department Head, and denial of a leave of absence request shall not be subject to the Grievance Procedure. During any approved leave of absence, the employee shall not engage in gainful employment unless specifically authorized to do so in writing by the City Manager.

The City does not provide fringe benefits to employees on leave of absence without pay. An employee may at his/her own expense continue to participate in the City medical and dental insurance programs. Such payments must be made to the Finance & Administrative Services Department in advance of his/her due dates. The City will not make the payment and then attempt to collect from the employee.

An eligible employee qualifying for leave without pay under the City's Family Care and Medical Leave Policy, and in accordance with the Family Medical Leave Act, will be governed by the provisions of such policy.

19.2 Military Leave

Military leave will be granted in accordance with minimum requirements of the statutes of the State of California and applicable federal laws.

20 **Disciplinary Action**

20.1 Disciplinary Action

Supervisory and/or management employees shall be vested with the powers to discipline employees of the department and, for cause, may suspend same up to thirty calendar days. The City Manager or designee shall be vested with the powers to discipline an employee and, for cause, may dismiss from employment an employee. The term “disciplinary action” shall include the following actions:

1. written reprimand
2. suspension
3. demotion, except when employee is rejected during a promotional probationary period
4. reduction in pay
5. dismissal

When a represented employee is called into a meeting that he/she reasonably believes could result in disciplinary action, the employee shall have the right to request a Union representative present. If such a request is made, the meeting shall be continued until a representative can be secured.

Any person disciplined, in accordance with the above provisions, shall be immediately notified in writing of such charges, or actions, by certified mail or delivery in person. Any person aggrieved by such action may utilize the Disciplinary Action Appeal Procedure as hereinafter set forth, as a means of appeal from such action by the City.

20.2 Copy of Notice

The City will provide the Union with a copy of notice of proposed or enacted disciplinary action for employees who provide the City with a written and signed release authorizing the City to do so.

20.3 Disciplinary Action Appeal Procedure

1. Written reprimands are subject to the Grievance Procedure, up to Step 3 of the grievance process. The decision at Step 3 of the grievance process shall be final.
2. The City agrees that no disciplinary action against an employee covered by this Memorandum of Understanding, which action involves a loss or reduction of pay or dismissal, shall be imposed unless such action is recommended by the City in a pre-disciplinary “Skelly” notice delivered to the employee.

Disciplinary actions imposed following a “Skelly” hearing may be appealed to the City Manager within ten business days of receipt of the disciplinary action. The City Manager or designee, other than the supervisor and/or department head involved, shall review the circumstances and render a written decision within fifteen business days upon receipt of the disciplinary action appeal.

Only the Union may appeal the decision of the City Manager or designee. An appeal shall be filed in accordance with Section 21.2.4 Step 4 Arbitration. Selection of an arbitrator and the arbitrator’s decision shall be bound as stated in Section 21 Grievance Procedure.

21 **Grievance Procedure**

21.1 **Definition**

A grievance is defined as any dispute that involves the interpretation or application of the MOU, rules, regulations, resolutions, ordinances, or disciplinary action taken against an employee. With the exception of grievances concerning suspension, demotion, or termination, which may be filed at Step 4, it is the express intent of the parties that grievances be resolved at the lowest possible level. In cases involving an action directly taken by a department head alleged to have violated the MOU, the Union may file the grievance at Step 2.

21.2 **Procedure**

A grievance shall be processed in the following manner:

21.2.1 **Step 1: Informal Discussion**

The employee(s) or the Union may present the grievance orally to the immediate supervisor within ten business days from such time as the employee(s) or Union should reasonably have been aware of the occurrence.

21.2.2 **Step 2: Formal Submission at the Department Head Level**

Within ten business days of the informal meeting or thirty business days after the employee(s) or Union should reasonably have been aware of the occurrence, whichever occurs earlier, the employee(s) or Union may submit the grievance in writing to the Department Head. The written grievance shall contain the following:

- Name of the employee(s)
- Class Title(s)
- Department
- Mailing Address(es)
- A clear statement of the nature of the grievance (citing applicable sections of this MOU, rules, regulations, resolutions, ordinances, or existing practices).
- The date(s) on which the event(s) giving rise to the grievance occurred
- A proposed solution to the grievance
- The signature of the employee(s)
- The signature of the Union representative, if the Union is filing the grievance or representing the employee
- The date of the discussion meeting in Step 1 and the name of the supervisor involved

The department head shall render a decision in writing to the employee(s) and/or Union within fifteen business days of the formal submission of the grievance.

In the event that the employee(s) or the Union does not receive a response in the stipulated time frame, the employee(s) or the Union has the right to advance the grievance in accordance with Article 21.2.3.

21.2.3 **Step 3: Human Resources Manager**

Should the grievance remain unresolved, the employee(s) or Union may, within ten business days after receipt of the Step 2 Response (Department Head), submit the grievance in writing to the Human Resources Manager. The Human Resources Manager should meet with the employee(s) or Union within fifteen business days of submission of the grievance in writing and attempt to resolve the dispute.

The Human Resources Manager shall render a decision in writing to the employee(s) and/or Union within fifteen business days of their meeting. If no meeting is held, the Human Resources Manager shall render a decision in writing to the employee(s) or the Union within fifteen business days after the formal submission of the grievance.

In the event that the employee(s) or the Union does not receive a response in the stipulated time frame, the employee(s) or the Union has the right to advance the grievance in accordance with Article 21.2.4.

21.2.4 Step 4: Arbitration

Should the grievance remain unresolved, within twenty business days of the written response by the Human Resources Manager, the Union may request that the grievance be advanced to Step 4 (arbitration). The request for arbitration shall be done by written notification to the Municipal Employee Relations Officer or his/her designee. If the request to advance the grievance to Step 4 (arbitration) is not made within twenty business days, it shall be considered withdrawn.

The City and the Union may select an arbitrator by mutual agreement. In the event the City and the Union are unable to mutually agree upon an arbitrator, a list of five names will be obtained from the State Mediation and Conciliation Service from which each party may alternately eliminate one name until a single name remains.

If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties, except as follows:

If any part of the arbitrator's decision requires the expenditure of unbudgeted funds, that part of the decision will be subject to ratification by the City Council; the remainder of the arbitrator's decision will be final and binding.

If the City Council finds that the decision was procured by corruption, fraud, or other undue means; misconduct by the arbitrator; the arbitrator exceeds his/her power and the award cannot be corrected without affecting the merits of the decision upon the controversy submitted; the arbitrator refused to postpone the hearing for sufficient cause; the arbitrator refused to hear evidence material to the controversy; or by other conduct of the arbitrator contrary to the provisions of California Code of Civil Procedure, Title 9 "Arbitration", Sections 1280 - 1294.2, inclusive.

21.3 General Conditions

1. The Human Resources Manager will act as a central repository for all grievance records.
2. Any time limit may be extended only by mutual agreement in writing.
3. An aggrieved employee may be represented by a Union representative at any stage of the proceedings at his/her request. Both employee and representative will be entitled to attend proceedings without loss of compensation, should such proceedings conflict with normal working hours.
4. Proposals to add to or change this Memorandum of Understanding or written agreement in addenda supplementary hereto shall not be considered under this Section, 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 considered under this Section. No 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.
5. Failure by the grievant or the Union to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant or the Association to initiate or appeal a grievance, and

in the case of an appeal, the last answer to the grievance shall be deemed to be the resolution of the grievance.

6. The City and the Union shall each bear the cost of preparing and presenting its case to the arbitrator. The cost of the arbitrator, court reporter (if mutually agreed upon), and other expenses incidental to the arbitration shall be shared equally by the parties.
7. Witnesses: Individuals who may have direct knowledge of circumstances relating to the grievance may appear at the mutual request of the parties during any stage of the procedure. Employees shall be allowed to attend the proceeding without loss of compensation during the employees' normal work hours.
8. Class Action Grievance: A grievance covering more than one employee must be identified as a "class action grievance" when first submitted. The scope of the grievance shall then be described; and, to the extent reasonably known by the Union, the employees shall be identified by name. A "class action grievance" must meet the definition of a grievance, as described in 21.1 of this Article, to be processed as such.
9. Consolidation: Grievances filed alleging violation of the same provision(s) may be consolidated by the City to be handled as a single grievance.

22 Promotions

When a vacancy occurs within the City services for positions represented by the Union, that notice of such a vacancy shall be posted for at least two weeks to allow other City employees to apply for the position.

23 General Provisions

23.1 Contracting Out

The City shall notify the Union prior to contracting out any representation unit work that would result in a reduction in force.

23.2 Crossing Guards

Crossing Guards are governed by a Supplemental Agreement to this Memorandum of Understanding.

24 Educational Reimbursement

The City will contribute Eight Thousand Dollars for each year of this Memorandum of Understanding into a fund to provide reimbursement for employees' receipted costs for tuition, fees and books incurred by attending educational programs/classes which are directly related to the present or known future needs of the City. Reimbursement will be at One Hundred percent of such receipted costs, to a maximum of Two Thousand Dollars per employee per fiscal year. In order to be reimbursed for such costs, the employee shall submit the request for reimbursement prior to beginning the program/class to the employee's Department Head for approval by the City Manager, and the employee must attain a passing grade of "C" or better, or a "pass" in a pass/fail program. For programs where a passing grade is not provided, presentation of a certificate of completion will be required. Unused funds will not be carried over into the next fiscal year.

25 **Savings Clause**

If any provision of this Memorandum of Understanding should be found to be invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or voter initiative or by judicial authority, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any provision, the City and the Union agree to meet within thirty days for the purpose of meeting and conferring with respect to such invalidation.

26 **Scope of Memorandum of Understanding**

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

It is understood and agreed that any benefits and/or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged until the City and the Union meet and confer.


This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Union.


27 **Duration**

- 27.1 The effective date of items covered by this Memorandum of Understanding shall be April 1, 2014, or such other dates as may be specifically set forth, and shall continue in force through March 31, 2018. The benefits herein described shall continue until a new Memorandum of Understanding is negotiated. This clause will be terminated if negotiations cease and the Union takes any job action against the City of Albany.
- 27.2 All other items and conditions of employment not changed by this Memorandum of Understanding will remain in full force and effect.

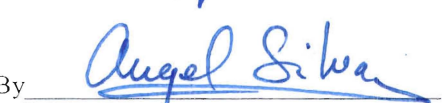
Entered into this 22nd day of April, 2014.

SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU),
LOCAL 1021, AFL-CIO


By 
Angela Osayande, Field Representative

By 
David Henderson, Building Inspector II

By 
Claire Griffing, Community Development Assistant

By 
Angel Silva, Maintenance Worker II

CITY OF ALBANY

By 
Penelope Leach, City Manager

By 
Aaron Walker, Human Resources Manager

RATIFIED BY THE CITY COUNCIL

Date 4/22/14

By 
City Clerk

Appendix A

A. Effective June 24, 2013, the monthly salary range for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Accounting Technician III	3873	4066	4269	4482	4706
Accounting Technician II	3512	3688	3873	4066	4269
Accounting Technician I	3186	3345	3512	3688	3873
Administrative Secretary	3873	4066	4269	4482	4706
Building Inspector II	4919	5165	5423	5694	5979
Building Inspector I	4462	4685	4919	5165	5423
Civilian Clerk Typist II	2346	2463	2586	2715	2851
Civilian Clerk Typist I	2128	2234	2346	2463	2586
Community Development Assistant	4462	4685	4919	5165	5423
Community Development Technician	4016	4217	4428	4649	4881
Lead Maintenance Worker	3713	3899	4094	4299	4514
Maintenance Worker II	3470	3644	3826	4017	4218
Maintenance Worker I	3181	3340	3507	3682	3866
Office Assistant II	2886	3030	3182	3341	3508
Office Assistant I	2617	2748	2886	3030	3182
Recreation Coordinator II	3280	3444	3616	3797	3987
Recreation Coordinator I	2786	2925	3071	3225	3386

B. Effective April 28, 2014, salaries for all classifications in the bargaining unit shall be increased by three percent as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Accounting Technician III	3989	4188	4397	4617	4848
Accounting Technician II	3618	3799	3989	4188	4397
Accounting Technician I	3282	3446	3618	3799	3989
Administrative Secretary	3989	4188	4397	4617	4848
Building Inspector II	5067	5320	5586	5865	6158
Building Inspector I	4596	4826	5067	5320	5586
Civilian Clerk Typist II	2417	2538	2665	2798	2938
Civilian Clerk Typist I	2192	2302	2417	2538	2665
Community Development Assistant	4596	4826	5067	5320	5586
Community Development Technician	4136	4343	4560	4788	5027
Lead Maintenance Worker	3825	4016	4217	4428	4649
Maintenance Worker II	3574	3753	3941	4138	4345
Maintenance Worker I	3276	3440	3612	3793	3983
Office Assistant II	2973	3122	3278	3442	3614
Office Assistant I	2696	2831	2973	3122	3278
Recreation Coordinator II	3379	3548	3725	3911	4107
Recreation Coordinator I	2870	3014	3165	3323	3489

- C. Effective June 8, 2015, salaries for all classifications in the bargaining unit shall be increased by three percent as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Accounting Technician III	4109	4314	4530	4757	4995
Accounting Technician II	3727	3913	4109	4314	4530
Accounting Technician I	3381	3550	3727	3913	4109
Administrative Secretary	4109	4314	4530	4757	4995
Building Inspector II	5220	5481	5755	6043	6345
Building Inspector I	4734	4971	5220	5481	5755
Civilian Clerk Typist II	2490	2615	2746	2883	3027
Civilian Clerk Typist I	2258	2371	2490	2615	2746
Community Development Assistant	4734	4971	5220	5481	5755
Community Development Technician	4260	4473	4697	4932	5179
Lead Maintenance Worker	3940	4137	4344	4561	4789
Maintenance Worker II	3681	3865	4058	4261	4474
Maintenance Worker I	3374	3543	3720	3906	4101
Office Assistant II	3062	3215	3376	3545	3722
Office Assistant I	2777	2916	3062	3215	3376
Recreation Coordinator II	3480	3654	3837	4029	4230
Recreation Coordinator I	2957	3105	3260	3423	3594

- D. Effective June 6, 2016, salaries for all classifications in the bargaining unit shall be increased by three percent as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Accounting Technician III	4233	4445	4667	4900	5145
Accounting Technician II	3839	4031	4233	4445	4667
Accounting Technician I	3482	3656	3839	4031	4233
Administrative Secretary	4233	4445	4667	4900	5145
Building Inspector II	5377	5646	5928	6224	6535
Building Inspector I	4876	5120	5377	5646	5928
Civilian Clerk Typist II	2566	2694	2829	2970	3118
Civilian Clerk Typist I	2328	2444	2566	2694	2829
Community Development Assistant	4876	5120	5377	5646	5928
Community Development Technician	4389	4608	4838	5080	5334
Lead Maintenance Worker	4058	4261	4474	4698	4933
Maintenance Worker II	3791	3981	4180	4389	4608
Maintenance Worker I	3475	3649	3831	4023	4224
Office Assistant II	3154	3312	3478	3652	3835
Office Assistant I	2860	3003	3154	3312	3478
Recreation Coordinator II	3585	3764	3952	4150	4357
Recreation Coordinator I	3046	3198	3358	3526	3703

- E. Effective June 5, 2017, salaries for all classifications in the bargaining unit shall be increased by three percent as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Accounting Technician III	4360	4578	4807	5047	5299
Accounting Technician II	3954	4152	4360	4578	4807
Accounting Technician I	3586	3765	3954	4152	4360
Administrative Secretary	4360	4578	4807	5047	5299
Building Inspector II	5538	5815	6106	6411	6732
Building Inspector I	5022	5273	5538	5815	6106
Civilian Clerk Typist II	2644	2776	2915	3061	3214
Civilian Clerk Typist I	2398	2518	2644	2776	2915
Community Development Assistant	5022	5273	5538	5815	6106
Community Development Technician	4521	4747	4984	5233	5495
Lead Maintenance Worker	4181	4390	4609	4839	5081
Maintenance Worker II	3905	4100	4305	4520	4746
Maintenance Worker I	3580	3759	3947	4144	4351
Office Assistant II	3250	3412	3583	3762	3950
Office Assistant I	2946	3093	3250	3412	3583
Recreation Coordinator II	3693	3878	4072	4276	4490
Recreation Coordinator I	3137	3294	3459	3632	3814

- F. Whenever an individual is employed, in a listed classification with a monthly salary listed, at less than full-time (i.e., forty hours per week) then said employee shall receive an hourly equivalent of the stated monthly salary.

ALBANY CALIFORNIA

CITY OF ALBANY



HUMAN RESOURCES
1000 SAN PABLO AVENUE
ALBANY, CA 94706
510 528-5714

www.AlbanyCA.org/hr

Addendum to Section 10.8 of the MOU between City Of Albany and Service Employees International Union (SEIU), Local 1021

Section 10.8 states that "All represented employees are covered by a pension program provided by the California Public Employees' Retirement System (PERS) to the City through a contract. There are three tiers of employees enrolled in PERS. Tier 1 employees are Classic Members who were hired prior to November 28, 2011. Tier 2 employees are Classic Members who were hired between November 28, 2011 and December 31, 2012, or who were hired on or after January 1, 2013 and meet the PERS requirements to be considered Classic Members. Tier 3 employees are New Members who were hired on or after January 1, 2013."

All represented employees hired by the City of Albany before January 1, 2013 are considered PERS Classic Members. All represented employees hired on or after January 1, 2013 are considered New Members unless they meet the PERS requirements to be considered Classic Members.

Definition of a New Member

- (1) A new hire who is brought into PERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system.
- (2) A new hire who is brought into PERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
- (3) A member who established PERS membership prior to January 1, 2013, and who is hired by a different PERS employer after January 1, 2013, after a break in service of greater than six months.

Definition of a Classic Member

- (1) All represented employees hired by the City of Albany before January 1, 2013.
- (2) A new hire who is brought into PERS membership for the first time on or after January 1, 2013, and who is eligible for reciprocity with another California public retirement system, may meet the definition of a Classic Member. Contact PERS for details.
- (3) A member who established PERS membership prior to January 1, 2013, and who is hired by the City of Albany after January 1, 2013, after a break in service of six months or less.

A handwritten signature in cursive script that reads "Aaron Walker".


Aaron Walker, Human Resources Manager

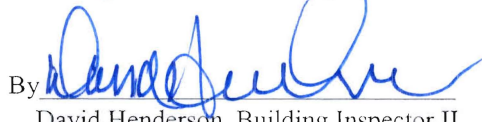
**Supplemental Agreement to the Memorandum of Understanding #1
Between the City of Albany and Service Employees International Union (SEIU), Local 1021**

The City is willing to establish a Labor/Management Committee within ninety days of adoption of the MOU, to discuss the potential options for an alternate work week for employees assigned to the Maintenance Worker Classifications. SEIU may select two individuals to participate on the Labor/Management Committee. In addition, an SEIU staff member may participate on the Labor/Management Committee. The Labor/Management Committee will be established in a Side Letter between the City and SEIU.

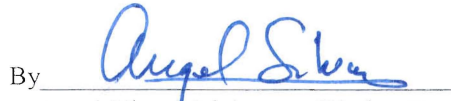
Entered into this 22nd day of April, 2014.

SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU),
LOCAL 1021, AFL-CIO

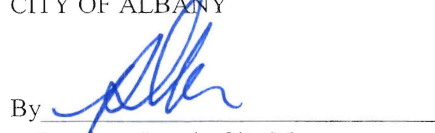
By 
Angela Osayande, Field Representative

By 
David Henderson, Building Inspector II

By 
Claire Griffing, Community Development Assistant

By 
Angel Silva, Maintenance Worker II

CITY OF ALBANY

By 
Penelope Leach, City Manager

By 
Aaron Walker, Human Resources Manager

RATIFIED BY THE CITY COUNCIL

Date 4/22/14


By 
City Clerk


**Supplemental Agreement to the Memorandum of Understanding #2
Between the City of Albany and Service Employees International Union (SEIU), Local 1021**

The City is willing to establish a Labor/Management Committee within one hundred and eighty days of adoption of the MOU, to discuss standby duty for employees assigned to the Maintenance Worker Classifications. SEIU may select two individuals to participate on the Labor/Management Committee. In addition, an SEIU staff member may participate on the Labor/Management Committee. The Labor/Management Committee will be established in a Side Letter between the City and SEIU.

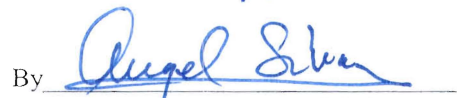
Entered into this 22nd day of April, 2014.

SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU),
LOCAL 1021, AFL-CIO


By 
Angela Osayande, Field Representative

By 
David Henderson, Building Inspector II

By 
Claire Griffing, Community Development Assistant

By 
Angel Silva, Maintenance Worker II

CITY OF ALBANY

By 
Penelope Leach, City Manager

By 
Aaron Walker, Human Resources Manager

RATIFIED BY THE CITY COUNCIL

Date 4/22/14

By 
City Clerk

**Supplemental Agreement to the Memorandum of Understanding
Between the City of Albany and Service Employees International Union (SEIU), Local 1021**

It is agreed that the City of Albany (City) and Service Employees International Union (SEIU), Local 1021 (Union) adopt this Supplemental Agreement to the Memorandum of Understanding as the exclusive agreement concerning wages, health/welfare benefits, and other terms of conditions of employment for Crossing Guards.

1. Term

This exclusive agreement between City and Union for Crossing Guards shall be effective from April 1, 2014 through March 31, 2018.

2. Wages

Effective	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
June 24, 2013	11.63	12.21	12.82	13.46	14.13
April 28, 2014	11.98	12.58	13.21	13.87	14.56
June 8, 2015	12.34	12.96	13.61	14.29	15.00
June 6, 2016	12.71	13.35	14.02	14.72	15.46
June 5, 2017	13.10	13.75	14.44	15.16	15.92

3. Hours Paid

Crossing Guards work a variety of times during the day. If a crossing Guard worked all scheduled work times during that day, then the Crossing Guard shall receive differential pay such that the total number of hours paid (this is, hours worked plus the differential pay) equals four and one-half hours paid, for the school year only.

For the summer school schedule only, if a Crossing Guard worked all scheduled work times during that day, then the Crossing Guard shall receive differential pay such that the total number of hours paid (that is, hours worked plus the differential pay) equals two hours paid.

If a Crossing Guard works more than four and one-half hours during the school year or more than two hours during the summer school schedule, then the Crossing Guard shall receive pay for all hours worked and there shall be no differential pay.

4. Health and Welfare Benefits

4.1 Health Insurance

Effective July 1, 2000 and thereafter the City shall no longer make any contributions toward any employee's and his/her eligible dependents' health insurance and, furthermore, no Crossing Guard is eligible to participate in any City-offered health insurance program.

4.2 Deferred Compensation

Effective July 1, 2000 and thereafter no Crossing Guard shall be permitted to make payroll deductions into the City's deferred compensation plan.

4.3 Dental Insurance

Effective July 1, 2000 and thereafter the City shall no longer make any contribution toward any employee's and his/her eligible dependents dental insurance and, furthermore, no Crossing Guard is eligible to participate in any City-offered dental insurance plan.

4.4 Life/Accidental Death & Dismemberment Insurance

Effective July 1, 2000 and thereafter the City shall no longer provide any life/accidental death and dismemberment insurance to any Crossing Guard.

4.5 Long-Term Disability Insurance

Effective July 1, 2000 and thereafter the City shall no longer provide any long-term disability insurance to any Crossing Guard.

4.6 State Disability Insurance

The City participates in the State Disability Insurance program for employees represented by Union, including Crossing Guards, at the expense of the employee.

4.7 Employee Assistance Program

Effective October 1, 1997 and thereafter no Crossing Guard is eligible to participate in any employee assistance program offered by City.

4.8 Sick Leave

Permanent Crossing Guards accrue sick leave at the annual rate of thirty hours per year.

4.9 Other Health/Welfare Benefits

Other health and/or welfare benefits provided to other Union-represented classifications shall not be provided to Crossing Guards. Examples include, but are not specifically limited to, orthodontia care, Public Employees Medical & Hospital Care Act, Internal Revenue Code Section 125 flexible benefits plan, deferred compensation (except as specifically included above), Public Employees' Retirement System (PERS) pension plan, paid holidays, vacation accrual, bereavement leave, and jury duty.

5. Uniform

The City shall provide all permanent Crossing Guards with one complete set of rain gear (jacket, rain pants, and galoshes).

6. Medical Exams

Any medical examination required by the City, such as but not necessarily limited to tuberculosis test, hepatitis tests, and/or other medical examinations shall be paid by City.

7. Recruitment of Permanent Crossing Guard Positions

Should a vacancy occur within a permanent Crossing Guard position, the City shall appoint the most senior substitute Crossing Guard. The City shall appoint so long as program, operational, or budgetary needs warrant. "Senior" is defined as the earliest date of hire with City.

8. Working Conditions, Other Terms of Employment

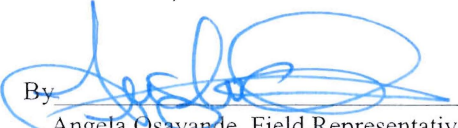
Working conditions and other terms of employment, specifically excluding wages and health/welfare benefits, shall be governed by the memorandum of understanding between City and Union.

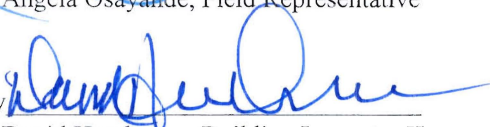
9. Scope of Supplemental Agreement

Except as otherwise specifically provided herein, this supplemental agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

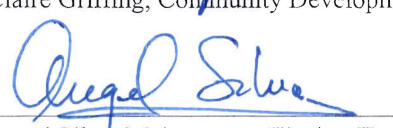
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SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU),
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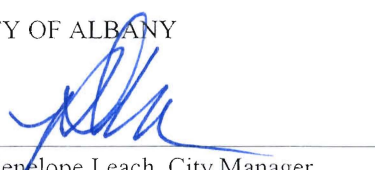
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