

Memorandum of Understanding

Between

City of Albany

and

Service Employees International Union (SEIU), Local 1021



October 1, 2018 – September 30, 2021

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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-Milius-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 October 1, 2018 and ending September 30, 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

The parties agree to continue to meet and confer over replacement provisions consistent with the Supreme Court decision in *Janus v. AFSCME* and the legislative changes enacted by California's SB 866.

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 the first full pay period following October 1, 2018, salaries for all classifications in the bargaining unit shall be increased by three percent (3%).
2. Effective the first full pay period following October 1, 2019, salaries for all classifications in the bargaining unit shall be increased by three percent (3%).
3. Effective the first full pay period following October 1, 2020, salaries for all classifications in the bargaining unit shall be increased by three percent (3%).
4. Effective the first full pay period following July 1, 2021, the City shall add a sixth step for all classifications.
 - Employees who have been at Step Five for at least a year on July 1, 2021 and are in a classification which has a sixth step, will advance to Step Six so long as they met or exceeded satisfactory service standards, as evidenced by their most recent performance appraisal.
 - Employees who have been at Step Five for less than a year on July 1, 2021 will receive Step Six as a normal step advancement pursuant to Section 5.3.

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 will be eligible for a step increase after completing the first six months of service. Thereafter, 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 not advance within the salary schedule for the employee's classification.; However the employee will be re-evaluated six months from the appraisal period of the "does not meet standards" appraisal and will advance if he or she receives an overall performance rating of "meets standards" or better as part of the re-evaluation. The annual performance evaluation date shall not change.

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

All employees covered by this Agreement shall participate in the City's automatic payroll deposit program. If any employee does not wish to participate in an automatic deposit program, the Union and Management will meet to discuss alternatives.

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 proceeding such holiday. The time for payment will be such that pay is deposited in employees' accounts no later than 1:00 PM on payday.

5.6 Compensation for Working at Higher Rank

When an employee in a permanent position is assigned in writing by his or her supervisor to perform all of the duties of a higher classification for which the compensation is greater than that to which the employee is regularly assigned the employee shall be compensated for said work in the higher position from the beginning of the assignment 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. Higher class assignments filling a vacant position shall be limited to 960 hours in 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 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.

5.9 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.

5.10 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 Workweek

The Regular workweek for bargaining unit employees shall consist of forty (40) hours within a seven (7) day workweek which begins Monday morning at 12:00 a.m. and ends the following Sunday night at 11:59 p.m.

Overtime is to be paid after forty (40) hours worked in one (1) work week. For purposes of determining overtime eligibility, "hours worked" includes any time in paid status.

6.2 Minimum Reportable Periods

Minimum reportable periods of overtime shall be one-half hour.

6.3 Callback

Employees called out from home for an isolated period of duty (i.e., not contiguous to their normal workday) shall be compensated a minimum of three hours (either overtime pay or compensatory time off).

6.4 When Paid

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

6.5 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.

6.6 Compensatory Time

Except when an overtime assignment is offered as "pay only," (for example, in a reimbursement situation) employees may choose to receive compensatory time for overtime-work 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. Except as provided herein, compensatory time 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 may not be used at times when staffing of any department is not possible without bringing in other personnel to meet minimum staffing requirements.

Effective Calendar Year 2019, there shall be no carryover of compensatory time, and all compensatory time balances will be automatically cashed out in the last paycheck of December each year.

6.7 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.

6.8 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 additional pay as follows:

1. Weeknights (Monday through Friday, 4:20 PM to 7:50 AM) - \$22.00 per each period.
2. Saturday (7:50 AM to 7:50 AM Sunday) - \$100.00 per period.
3. Sunday (7:50 AM to 7:50 AM Monday) - \$100.00 per period.
4. Holidays (7:50 AM to 7:50 AM the next morning) - \$100.00 per period.
5. Twenty-four Hour Period (7:50 AM to 7:50 AM the next morning) - \$100.00 per period

In return, the employees will be available to respond from

1. Weeknights from 4:20 PM to 7:50 AM the next morning.
2. Weekends from 7:50 AM Saturday morning to 7:50 AM Monday morning.
3. Holidays from 7:50 AM to 7:50 AM the next morning; or
4. Twenty-four hour period from 7:50 AM to 7:50 AM the next morning.

Employees assigned to standby will receive the appropriate overtime compensation when required to report to work. Standby pay is separate from shift differential or overtime pay. Employees will be assigned standby assignment on a rotating basis. The parties agree that the City will have 2

employees on standby for a weekend which contains a holiday. Holidays are determined by the Holiday Schedule in the MOU between the City and SEIU Local 1021. The City has the right to place additional employees on standby. Typically, this right would be exercised in emergency situations or if severe weather conditions are forecasted.

6.9 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 regularly scheduled 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 six (6) months from the date of probationary appointment or promotion. The probationary period may be extended for up to six (6) additional months with the approval of the Human Resources Department and written notice to the employee.

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 Bay Area single rate less PERS required MEC
Employee plus one	Kaiser Bay Area employee plus one rate less PERS required MEC
Employee plus two or more	Kaiser Bay Area 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

The City has been advised that converting in lieu payments to the deferred compensation plan can be detrimental to the tax qualification of the deferred compensation plan. At the request of either party, the parties will meet and confer over alternatives, including the need to address the regular rate issue under Flores v. San Gabriel.

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 the start of 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 attached to this MOU]

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:

Day/Date	Holiday Name
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.

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.

11.4 Holiday Closure

The City Manager, or designee may close individual worksites or all non-essential City operations on non-City holidays (for example, during the week between Christmas and New Year's). Employees may choose to take vacation, compensatory time, floating holiday, or unpaid time during the closure period.

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

Year of Service	Accrual Rate
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 (8) hours for each calendar month of employment with the City, accumulative to one thousand four hundred forty (1,440) hours.

Where the leave provided for in this section extends to more than three (3) working days, the employee shall furnish his/her department head with satisfactory medical evidence that the leave was necessary.

The Human Resources Director, 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. **Sick Leave.** 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. For purposes of the Grievance Procedure, a “business day” is any day on which Albany City Hall is open for business.

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.

Either party may present evidence, including witnesses who may have direct knowledge of the circumstances relating to the grievance.

The arbitrator shall issue a written decision. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement. Moreover, 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.

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 October 1, 2018, or such other dates as may be specifically set forth, and shall continue in force through September 30, 2021. 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 15th day of October, 2018.

SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU),
LOCAL 1021

By Julio C. Corral
Julio Corral, Field Representative

By Jasmine Turner
Jasmine Turner, Accounting Technician III

By Angel Silva
Angel Silva, Maintenance Worker II

By Peter Masiak
Peter Masiak, East Bay Director

By John Stead-Mendez
John Stead-Mendez, Executive Director

CITY OF ALBANY

By Nicole Almaguer
Nicole Almaguer, City Manager

By Melissa Rojas
Melissa Rojas, Human Resources Director

RATIFIED BY THE CITY COUNCIL ^m10/15/2018

Date 11/26/2018

By Am
City Clerk

Appendix A

Effective the first full pay period following October 1, 2018, salaries for all classifications in the bargaining unit shall be increased by three percent (3%) as follows:

Classification	Pay Basis	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Technician III	Monthly	\$4,491	\$4,716	\$4,952	\$5,200	\$5,460
Accounting Technician II	Monthly	\$4,073	\$4,277	\$4,491	\$4,716	\$4,952
Accounting Technician I	Monthly	\$3,694	\$3,879	\$4,073	\$4,277	\$4,491
Administrative Secretary	Monthly	\$4,491	\$4,716	\$4,952	\$5,200	\$5,460
Building Inspector II	Monthly	\$5,704	\$5,989	\$6,288	\$6,602	\$6,932
Building Inspector I	Monthly	\$5,173	\$5,432	\$5,704	\$5,989	\$6,288
Civilian Clerk Typist II	Monthly	\$2,723	\$2,859	\$3,002	\$3,152	\$3,310
Civilian Clerk Typist I	Monthly	\$2,470	\$2,594	\$2,724	\$2,860	\$3,003
Community Development Assistant	Monthly	\$5,173	\$5,432	\$5,704	\$5,989	\$6,288
Community Development Technician	Monthly	\$4,657	\$4,890	\$5,135	\$5,392	\$5,662
Lead Maintenance Worker	Monthly	\$4,306	\$4,521	\$4,747	\$4,984	\$5,233
Maintenance Worker II	Monthly	\$4,022	\$4,223	\$4,434	\$4,656	\$4,889
Maintenance Worker I	Monthly	\$3,687	\$3,871	\$4,065	\$4,268	\$4,481
Office Assistant II	Monthly	\$3,348	\$3,515	\$3,691	\$3,876	\$4,070
Office Assistant I	Monthly	\$3,034	\$3,186	\$3,345	\$3,512	\$3,688
Police Administrative Specialist	Monthly	\$4,849	\$5,091	\$5,346	\$5,613	\$5,894
Recreation Coordinator II	Monthly	\$3,804	\$3,994	\$4,194	\$4,404	\$4,624
Recreation Coordinator I	Monthly	\$3,231	\$3,393	\$3,563	\$3,741	\$3,928

Effective the first full pay period following October 1, 2019, salaries for all classifications in the bargaining unit shall be increased by three percent (3%) as follows:

Classification	Pay Basis	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Technician III	Monthly	\$4,626	\$4,857	\$5,100	\$5,355	\$5,623
Accounting Technician II	Monthly	\$4,195	\$4,405	\$4,625	\$4,856	\$5,099
Accounting Technician I	Monthly	\$3,805	\$3,995	\$4,195	\$4,405	\$4,625
Administrative Secretary	Monthly	\$4,626	\$4,857	\$5,100	\$5,355	\$5,623
Building Inspector II	Monthly	\$5,875	\$6,169	\$6,477	\$6,801	\$7,141
Building Inspector I	Monthly	\$5,328	\$5,594	\$5,874	\$6,168	\$6,476
Civilian Clerk Typist II	Monthly	\$2,805	\$2,945	\$3,092	\$3,247	\$3,409
Civilian Clerk Typist I	Monthly	\$2,544	\$2,671	\$2,805	\$2,945	\$3,092
Community Development Assistant	Monthly	\$5,328	\$5,594	\$5,874	\$6,168	\$6,476
Community Development Technician	Monthly	\$4,797	\$5,037	\$5,289	\$5,553	\$5,831
Lead Maintenance Worker	Monthly	\$4,435	\$4,657	\$4,890	\$5,135	\$5,392
Maintenance Worker II	Monthly	\$4,143	\$4,350	\$4,568	\$4,796	\$5,036
Maintenance Worker I	Monthly	\$3,798	\$3,988	\$4,187	\$4,396	\$4,616
Office Assistant II	Monthly	\$3,448	\$3,620	\$3,801	\$3,991	\$4,191
Office Assistant I	Monthly	\$3,125	\$3,281	\$3,445	\$3,617	\$3,798
Police Administrative Specialist	Monthly	\$4,994	\$5,244	\$5,506	\$5,781	\$6,070
Recreation Coordinator II	Monthly	\$3,918	\$4,114	\$4,320	\$4,536	\$4,763
Recreation Coordinator I	Monthly	\$3,328	\$3,494	\$3,669	\$3,852	\$4,045

Effective the first full pay period following October 1, 2020, salaries for all classifications in the bargaining unit shall be increased by three percent (3%) as follows:

Classification	Pay Basis	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Technician III	Monthly	\$4,765	\$5,003	\$5,253	\$5,516	\$5,792
Accounting Technician II	Monthly	\$4,321	\$4,537	\$4,764	\$5,002	\$5,252
Accounting Technician I	Monthly	\$3,919	\$4,115	\$4,321	\$4,537	\$4,764
Administrative Secretary	Monthly	\$4,765	\$5,003	\$5,253	\$5,516	\$5,792
Building Inspector II	Monthly	\$6,051	\$6,354	\$6,672	\$7,006	\$7,356
Building Inspector I	Monthly	\$5,488	\$5,762	\$6,050	\$6,353	\$6,671
Civilian Clerk Typist II	Monthly	\$2,889	\$3,033	\$3,185	\$3,344	\$3,511
Civilian Clerk Typist I	Monthly	\$2,620	\$2,751	\$2,889	\$3,033	\$3,185
Community Development Assistant	Monthly	\$5,488	\$5,762	\$6,050	\$6,353	\$6,671
Community Development Technician	Monthly	\$4,941	\$5,188	\$5,447	\$5,719	\$6,005
Lead Maintenance Worker	Monthly	\$4,568	\$4,796	\$5,036	\$5,288	\$5,552
Maintenance Worker II	Monthly	\$4,267	\$4,480	\$4,704	\$4,939	\$5,186
Maintenance Worker I	Monthly	\$3,912	\$4,108	\$4,313	\$4,529	\$4,755
Office Assistant II	Monthly	\$3,551	\$3,729	\$3,915	\$4,111	\$4,317
Office Assistant I	Monthly	\$3,219	\$3,380	\$3,549	\$3,726	\$3,912
Police Administrative Specialist	Monthly	\$5,144	\$5,401	\$5,671	\$5,955	\$6,253
Recreation Coordinator II	Monthly	\$4,036	\$4,238	\$4,450	\$4,673	\$4,907
Recreation Coordinator I	Monthly	\$3,428	\$3,599	\$3,779	\$3,968	\$4,166

Effective the first full pay period following July 1, 2021, the City shall add a sixth step for all classifications as follows:

Classification	Pay Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Technician III	Monthly	\$4,765	\$5,003	\$5,253	\$5,516	\$5,792	\$6,082
Accounting Technician II	Monthly	\$4,321	\$4,537	\$4,764	\$5,002	\$5,252	\$5,515
Accounting Technician I	Monthly	\$3,919	\$4,115	\$4,321	\$4,537	\$4,764	\$5,002
Administrative Secretary	Monthly	\$4,765	\$5,003	\$5,253	\$5,516	\$5,792	\$6,082
Building Inspector II	Monthly	\$6,051	\$6,354	\$6,672	\$7,006	\$7,356	\$7,724
Building Inspector I	Monthly	\$5,488	\$5,762	\$6,050	\$6,353	\$6,671	\$7,005
Civilian Clerk Typist II	Monthly	\$2,889	\$3,033	\$3,185	\$3,344	\$3,511	\$3,687
Civilian Clerk Typist I	Monthly	\$2,620	\$2,751	\$2,889	\$3,033	\$3,185	\$3,344
Community Development Assistant	Monthly	\$5,488	\$5,762	\$6,050	\$6,353	\$6,671	\$7,005
Community Development Technician	Monthly	\$4,941	\$5,188	\$5,447	\$5,719	\$6,005	\$6,305
Lead Maintenance Worker	Monthly	\$4,568	\$4,796	\$5,036	\$5,288	\$5,552	\$5,830
Maintenance Worker II	Monthly	\$4,267	\$4,480	\$4,704	\$4,939	\$5,186	\$5,445
Maintenance Worker I	Monthly	\$3,912	\$4,108	\$4,313	\$4,529	\$4,755	\$4,993
Office Assistant II	Monthly	\$3,551	\$3,729	\$3,915	\$4,111	\$4,317	\$4,533
Office Assistant I	Monthly	\$3,219	\$3,380	\$3,549	\$3,726	\$3,912	\$4,108
Police Administrative Specialist	Monthly	\$5,144	\$5,401	\$5,671	\$5,955	\$6,253	\$6,566
Recreation Coordinator II	Monthly	\$4,036	\$4,238	\$4,450	\$4,673	\$4,907	\$5,152
Recreation Coordinator I	Monthly	\$3,428	\$3,599	\$3,779	\$3,968	\$4,166	\$4,374

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.

Attachment 1 – Addendum Concerning CalPERS Member Definitions

Attachment 2 – Side Letter Concerning Passport Processing Agent Duties

Attachment 3 – Side Letter Concerning New Hire Orientations

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 black ink, appearing to read "Aaron Walker".

Aaron Walker, Human Resources Manager

SIDE LETTER
BETWEEN
THE CITY OF ALBANY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021
CONCERNING
PASSPORT PROCESSING AGENT DUTIES

March 16, 2016

This Side Letter reflects an agreement between the City of Albany (the "City") and the Service Employees International Union, Local 1021 ("Union" or "SEIU"), and collectively, "the Parties."

WHEREAS, the Department of State's Bureau of Consular Affairs, Office of Passport Services/Customer Service, designates government agencies including post offices, clerks of court, public libraries and other state, county, township, and municipal government offices to accept passport applications on its behalf; and,

WHEREAS, on behalf of the Department of State, the City provides passport application processing service (commonly known as "Passport Processing Agent") to its citizens and other members of the public; and,

WHEREAS, in an effort to supplement and alleviate the duties performed by the City's Deputy City Clerk and Secretary to the City Manager during absences and vacation, the City desires to assign the Passport Processing Agent duties to employees in the SEIU representation unit ("Employee" or "Employees"), to include, but not limited to, the Administrative Secretary classification, on an as-needed basis; and,

WHEREAS, SEIU represents employees in the Administrative Secretary classification and is the exclusive bargaining representative of said Employees with regards to wages, hours, and other terms and conditions of employment; and,

WHEREAS, the Parties have completed meeting and conferring and reached agreement on the appropriate specialty pay concerning the time spent performing the Passport Processing Agent duties by SEIU Employees; and,

THEREFORE, the Parties intend to be legally bound and do enter into this Side Letter and agree to execute this document and its terms and conditions as described below:

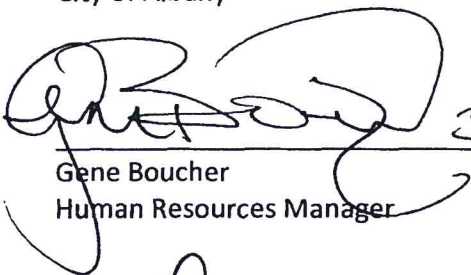
1. The Parties agree to amend Section 5.6 of the current Memorandum of Understanding ("MOU") between the City and SEIU, effective April 1, 2014 through March 31, 2018, titled, "Compensation for Working at Higher Rank." Specifically, when an Employee is directed by City management to perform Passport Processing Agent duties, the Employee will be compensated for the actual time spent at a rate of pay equal to five percent (5%) above compensation normally received by the Employee.

2. In order for an Employee to perform the Passport Processing Agent duties in accordance with paragraph one (1) above, the Employee must obtain and maintain the necessary certification required by the Department of State, including passing any requisite examination(s).
3. The Parties agree that the minimum time paid for the Passport Processing Agent duties performed in accordance with paragraph one (1) above will be one (1) hour or the actual time spent on a scheduled workday, whichever is greater. The Parties further agree that the requirement that the Employee works in such an assignment for a minimum of two days under Section 5.6 of the MOU does not apply to the Passport Processing Agent duties performed in accordance with paragraph one (1) above.
4. The Parties agree that consistent with the City's rights under Section 3 of the MOU, the City has the exclusive right to determine the nature and extent of services to be performed, and the Passport Processing Agent duties shall remain in the unrepresented City staff unit (currently assigned to the Deputy City Clerk and Secretary to the City Manager classification).
5. The Parties agree and acknowledge that this Side Letter constitutes the entire understanding and agreement of the Parties and is the sole and entire agreement in this matter.
6. The Parties agree that pursuant to the Meyers Milius Brown Act (Govt. Code Section 3500 *et seq*; "MMBA"), they have met and conferred in good faith concerning the appropriate specialty pay concerning the time spent performing the Passport Processing Agent duties by SEIU Employees, that they have satisfied all their duties and obligations under the MMBA, that they have reached an agreement and that such agreement is memorialized in this Side Letter.

In witness hereof, the undersigned have executed this Side Letter on the dates set forth hereinafter.

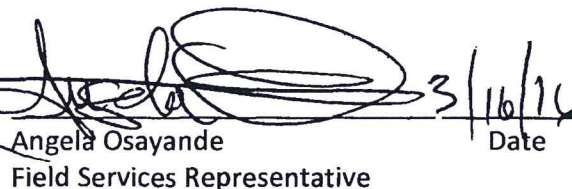
City of Albany

SEIU, Local 1021



Gene Boucher
Human Resources Manager

3/16/16
Date



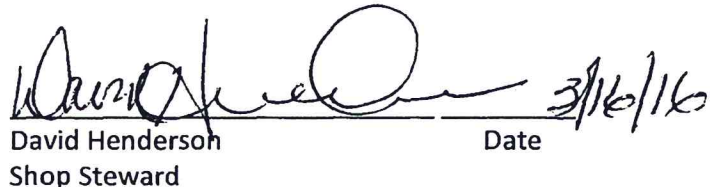
Angela Osayande
Field Services Representative

3/16/16
Date



Penelope Leach
City Manager

3/17/16
Date



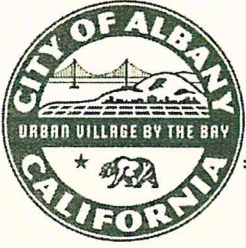
David Henderson
Shop Steward

3/16/16
Date

Ratified by the City Council

Date April 4, 2016

By Eileen Harrington
Deputy City Clerk



City of Albany

1000 San Pablo Avenue • Albany, California 94706
(510) 528-5710 • www.albanyca.org

RESOLUTION NO. 2016-16

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ALBANY,
the 4th day of April, 2016, by the following votes:

AYES: Council Members Barnes, McQuaid, Nason, Pilch and Mayor Maass

NOES: none

ABSENT: none

ABSTAINED: none

RECUSED: none

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this
5th day of April, 2016.

Eileen Harrington

Eileen Harrington
DEPUTY CITY CLERK

SIDE LETTER
BETWEEN
THE CITY OF ALBANY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021
CONCERNING
NEW HIRE ORIENTATIONS

The City of Albany and the Service Employees International Union Local 1021, (hereinafter "Union"), jointly referred to as "parties", enter into this Agreement to implement the terms of Government Code sections 3555-3559. It is agreed that the terms of this Agreement are incorporated into an existing MOU by specific reference and, further, that this Agreement will be incorporated into the body of a successor MOU when agreement is reached on such successor MOU.

1. New Employee Orientation

This shall apply to new employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization. New employee orientation will occur within the first seven (7) calendar days from date of hire or as soon as administratively possible.

The City shall provide SEIU with at least ten days advance notice of any new employee orientation session. In keeping with current standards, the new employee orientation is considered compensated time for the new employee. The City shall allow one Union Representative to address the employee(s) being oriented for up to 30 minutes. If an employee representative will be conducting orientation, the City will provide one employee with release time, including reasonable time for travel and set up without loss in compensation to conduct the orientation to the extent feasible by the employee's department. An employee shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Union will have a discussion with management.

The City shall schedule the Union's portion of the orientation at the beginning of the orientation and shall notify the Union not less than 48 hours in advance of the time that its presentation shall commence, with a list of anticipated participants. Management representatives will excuse themselves during the Union portion of the orientation and the Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with City activities.

The Union agrees to provide copies of all materials to be used in the session, which shall include but is not limited to, this Agreement, a Union membership application, and a list of shop stewards prepared by the Union.

2. Employee Information

The City will provide the Union a digital file via email address designated by the Union containing the following information to the extent the City has it on file: the name, job title, department, work location, work, home and personal cellular telephone number, personal email address and home address on file with the City within seven (7) days of hire

The City agrees to work in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the City may not initially be able to provide all of the information in the fields listed above for current employees in the initial digital files provided pursuant to this Side Letter but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update. Management agrees to make a good faith effort to have their database completed within 6 months.

Such information will be provided as follows:

1. For new hires at the end of the month.
2. Regularly, for all bargaining unit employees on each calendar year quarter.
3. The union shall have the right to access and use the Employer's facilities to conduct their portion of the new hire orientation as well as the current practice of using facilities to meet with current members.

In witness hereof, the undersigned have executed this Side Letter on the dates set forth hereinafter.

City of Albany

SEIU, Local 1021

Melissa Rojas 2/22/18
Melissa Rojas Date
Human Resources Director

Julio Corral 2/28/18
Julio Corral Date
Field Services Representative

Nicole Almaguer 2/26/18
Nicole Almaguer Date
City Manager

Angel Silva 2/27/18
Angel Silva Date
Shop Steward

Diana MacPherson 02/28/18
DIANA MACPHERSON
EAST BAY DIRECTOR