

Agreement Between

City of Oakland



and

Confidential Management

Employees Association

Unit U31

July 1, 2013 to June 30, 2015

TABLE OF CONTENTS

ARTICLE	PAGE NO.
PREAMBLE.....	9
ARTICLE 1: RECOGNITION	10
ARTICLE 2: NONDISCRIMINATION	11
2.1 Discrimination Prohibited	11
2.2 Reasonable Accommodation	11
ARTICLE 3: CITY RIGHTS	12
ARTICLE 4: ASSOCIATION RIGHTS	13
4.1 CMEA Access To Work Locations	13
4.2 CMEA Representatives.....	13
4.3 City-Provided Information To CMEA	13
4.4 Interoffice Mail Service.....	14
4.5 Meeting Space	14
4.6 State Of California Workers’ Compensation Information.....	14
4.7 Negotiating Team.....	14
4.8 Employee Notification of Representation	14
4.9 Distribution of Contract.....	14
4.10 Deductions.....	15
4.11 CMEA Input on Management Issues	15
ARTICLE 5: COMPENSATION.....	16
5.1 Salary Schedule.....	16
5.2 Adjustments For Underpayment.....	16
5.3 Adjustments For Overpayments	16

5.4	Court Ordered Salary Deductions.....	16
5.5	Consequences Of Failure To Complete Annual Performance Appraisal for Civil Service Employee.....	16
5.6	Acting Pay	17
5.7	Notary Public Pay	18
5.8	Commuter Check	18
5.9	Automobile Allowance.....	18
5.10	Bilingual Pay.....	18
	ARTICLE 6: PROFESSIONAL DEVELOPMENT PROVISIONS.....	20
6.1	Tuition Reimbursement.....	20
6.2	Professional Liability	20
6.3	Incompatible, Inconsistent, Or Conflicting Activities	20
	ARTICLE 7: RETIREMENT	22
7.1	Retirement Contributions.....	22
7.1.1	2.7% At 55	22
7.1.3	Premium Pay Reported To CalPERS.....	22
7.2	Optional Benefits	23
7.2.1	Military Service Credited As Public Service.....	23
7.2.3	One Year Final Compensation	23
7.2.4	Post Retirement Survivor Allowance	23
7.2.5	Post-Retirement Survivor Allowance To Continue After Remarriage..	24
	ARTICLE 8: INSURANCE PROGRAMS.....	25
8.1	Medical Insurance Under PEMHCA.....	25
8.2	City Contribution To PERS	25

8.3	Change In PERS Regulations.....	25
8.4	Full Medical Insurance Comparable To Rate Charged Under PEMHCA Kaiser Bay Area Plan.....	25
8.5	Medical And Dependent Care Reimbursement Plan.....	26
8.5.1	Maximum Deductions.....	26
8.5.2	Administrative Fees.....	26
8.5.3	Tax Liability For Flexible Spending Benefit	26
8.6	Dental Insurance.....	27
8.7	Vision Care	27
8.8	Blood Bank	27
8.8.1	Sponsor	27
8.8.2	Eligibility.....	27
8.8.3	Program Operation	27
8.9	Life Insurance	28
8.10	Disability Insurance.....	28
8.11	Chemical Dependency Treatment Program.....	28
8.12	Continuation Of Coverage While On Paid Leave	28
8.13	Deferred Compensation Plan	28
8.14	Retiree Benefit	29
	ARTICLE 9: LEAVES OF ABSENCE	30
9.1	Sick Leave	30
9.1.1	Annual Earned Sick Leave.....	30
9.1.2	Accumulated Earned Sick Leave.....	30
9.1.3	Use Of Sick Leave	30

9.1.3.1	Minimum Usage	30
9.1.3.2	Family Illness	30
9.1.3.3	Verification Of Leave	31
9.1.4	Sick Leave Buy-Back - Leaving City	31
9.1.5	Annual Sick Leave Sell-Back/Conversion	32
9.2	School Activities Leave	32
9.3	Family Death Leave.....	33
9.3.1	Definition Of Immediate Family	33
9.3.2	Special Circumstances	33
9.3.3	Entitlement	33
9.4	On The Job Injury Leave And Compensation.....	34
9.4.1	City Paid Leave Entitlement.....	34
9.4.1.1	Permanent Employee.....	34
9.4.1.2	Long Term Permanent Employee.....	34
9.4.1.3	Workers' Compensation Claim	35
9.4.1.4	Physical Examination	35
9.4.1.5	Workers' Compensation Benefits	35
9.5	Military Leave.....	35
9.6	Jury Leave	35
9.7	FMLA/CFRA And Pregnancy Disability Leave	36
9.8	Leave Of Absence Without Pay	36
9.9	Disability Insurance.....	36
9.10	Integration Of Disability Insurance Coverage and Paid Leaves	36
9.11	Limited/Modified Duty.....	37

9.12	Management Leave.....	37
ARTICLE 10: VACATION LEAVE		38
10.1	Entitlement	38
10.1.1	Extra Vacation Days	38
10.2	Right To Take Accrued Leave.....	38
10.4	Minimum Usage.....	39
10.5	Interruption Of Leave.....	39
10.6	Vacation Sell-Back.....	39
ARTICLE 11: HOLIDAYS.....		40
11.1	Designated Holidays	40
11.1.15	Christmas Or New Year’s Eve.....	41
11.1.16	Holidays On Regular Day Off.....	41
ARTICLE 12: PERMANENT PART-TIME BENEFITS		43
12.1	Paid Leave	43
12.2	Holidays.....	43
12.3	Insurance Programs.....	43
ARTICLE 13: WORKING CONDITIONS.....		44
13.1	Hours Of Work	44
13.2	Health And Safety.....	44
13.3	Reassignment of Executive Assistant to City Administrator; Executive Assistant to Assistant City Administrator; Executive Assistant to the City Council; Executive Assistant to City Attorney; Executive Assistant to the City Auditor or Administrative Assistant to the Mayor.....	44
ARTICLE 14: PERSONNEL PROVISIONS.....		45
14.1	Announcements of Examination	45

14.1.1	Announcements of Promotional or Restricted Examinations	45
14.1.2	Certification of Eligible To Fill Vacancies	45
14.1.3	Confidential Management Employees (Exempt Positions).....	45
14.2	Results of Employee-Initiated Class Studies.....	46
14.3	Reduction in Force/Layoff (Civil Service Employees).....	46
14.4	Contracting Out (Civil Service Employee Only).....	47
14.5	Discipline/Just Cause (Civil Service Employees Only)	47
14.6	Sexual Harassment And Violence In The Workplace.....	48
14.7	Review of Proposed Contracts	48
ARTICLE 15: RESOLUTION - DURATION.....		49
15	Completion of Negotiations	49
15.1	Savings Clause	49
15.2	Duration	50
APPENDIX A - LIST OF CLASSIFICATIONS IN UNIT		51
APPENDIX B - SALARY ORDINANCE/SCHEDULE.....		52
APPENDIX C - CIVIL SERVICE USE OF HEARING OFFICER		54
APPENDIX D - MILITARY LEAVE PAY AND BENEFITS		56
APPENDIX E – MAINTENANCE OF BENEFITS.....		56

PREAMBLE

We, the undersigned, duly appointed representatives of the City of Oakland (“City”) and of Confidential Management Employees Association, (“CMEA”) a recognized employee organization, having met and negotiated in good faith, jointly prepare and execute on the 25th of March 2014, the following written Agreement. The provisions set forth in this Agreement apply to City of Oakland employees assigned to Representation Unit U31 - Confidential Management Employees. Classifications in the unit are listed in Appendix A, List Of Classifications In Unit, attached and incorporated into this Agreement.

The parties recognize their mutual commitment to the delivery of effective, courteous, and responsive services to the citizens of Oakland.

ARTICLE 1: RECOGNITION

The City agrees to recognize the CMEA as the exclusive recognized bargaining representative, within the scope of representation as described in the Meyers-Milias-Brown Act, as amended, and the Employee Relations Rules adopted by the City Council, for full-time and permanent part-time City employees in classifications assigned to Unit U31 as set forth in the preamble to this Agreement. The terms of this Agreement shall automatically apply to any classification for which the CMEA has become recognized during the term of this Agreement.

ARTICLE 2: NONDISCRIMINATION

2.1 Discrimination Prohibited

The City and CMEA agree that they shall not discriminate against any represented employee in any way on account of race, color, creed, religion, sex (pregnancy or gender), sexual orientation, gender identity, national origin, ancestry, political party affiliation, disability (mental and physical, including HIV and AIDS), medical condition (cancer/genetic characteristics), age (40 and above), military or veteran status or marital status as provided by applicable federal, state or local law. The City agrees that no employee shall be discriminated against because of CMEA membership, or protected Association activity.

2.2 Reasonable Accommodation

The City will make reasonable accommodation for qualified individuals with disabilities pursuant to applicable law. At the request of the CMEA, the City agrees to discuss a proposed represented employee's accommodation with the CMEA.

ARTICLE 3: CITY RIGHTS

City rights are described in Section 4 of Employee Relations Rules, Resolution No. 55881.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 CMEA Access To Work Locations

CMEA Officers and representatives shall be granted reasonable access to employee work locations, upon the consent of the department head or the designated representative, for the purpose of contacting members concerning business within the scope of representation. Access shall be granted only if it does not interfere with work operations or with established safety and security requirements.

4.2 CMEA Representatives

The CMEA may select a reasonable number of stewards and shall provide the City with an accurate list of the same. The CMEA shall send the City an updated list whenever changes occur.

A representative or CMEA Officer may represent a represented employee in the grievance procedure concerning a dispute of the represented employee's rights under the terms of this Agreement.

A representative or CMEA Officer shall have the right, upon the request of a permanent civil service represented employee, to represent such employee at a disciplinary "Skelly" hearing. The City shall include in the Notice of Intent letter that the represented employee has a right to request CMEA representation or other representation of his/her choice at the Skelly hearing.

A representative or a CMEA officer shall be granted reasonable time off without loss of pay or benefits for the purpose specified in this Section with the approval of the agency head.

4.3 City-Provided Information To CMEA

Upon the CMEA's written request, the City shall provide, in a timely manner, all information that is necessary and relevant for the CMEA to discharge its representation duties. Relevant and necessary information shall be determined by applying PERB regulations. Relevant and necessary information includes but is not limited to a list of all represented employees, their names, home addresses, work addresses, classifications, organization code (as listed in the City's database), rates of pay, and salary schedule information.

4.4 Interoffice Mail Service

The CMEA shall be allowed reasonable use of City interoffice mail service, telephone, voice mail and email for the distribution of information related to Association meetings and activities, provided such materials do not violate Article 2 (Nondiscrimination) of this MOU or Administrative Instruction 71 (dated April 1, 2004), as amended, and are neither defamatory nor of a partisan political nature.

4.5 Meeting Space

The City shall reasonably make available suitable conference rooms and other meeting areas for the purpose of holding CMEA meetings. The CMEA shall provide timely advance notice of such meetings. The CMEA agrees to pay any additional costs of security, supervision, damage, and cleanup, and shall comply with City regulations for assignment and use of such facilities.

4.6 State Of California Workers' Compensation Information

The City shall distribute literature to each new employee clearly describing the rights and benefits of all represented employees under State of California Workers' Compensation laws.

4.7 Negotiating Team

The CMEA's Negotiating Team shall be limited to a reasonable number of represented employees. The City and the CMEA may have consultants or representatives. On occasion, either party may have additional persons assist during negotiations. For example, knowledgeable City employees or subject matter specialists may be invited to negotiation sessions.

4.8 Employee Notification of Representation

The City agrees to notify within a reasonable time each new employee that CMEA is his/her recognized bargaining representative. The City agrees to promptly notify the CMEA of each new employee hired or reassigned in classifications assigned to bargaining units represented by CMEA.

4.9 Distribution of Contract

The City shall provide the CMEA via email a final copy of the fully executed Agreement for electronic distribution to represented employees.

4.10 Deductions

The City shall deduct, biweekly, the amount of CMEA regular and periodic dues and insurance premiums as may be specified by CMEA under the authority of an authorization card furnished by CMEA and signed by the represented employee.

The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to CMEA. Dues shall be deducted only for members of CMEA within the represented units.

4.11 CMEA Input on Management Issues

The City agrees to meet upon CMEA's request to discuss and receive CMEA's input regarding existing and proposed City policies, programs, and procedures, as well as issues arising out of this Agreement.

The discussions under this section are intended to be informal, and shall not constitute meet and confer. However, by mutual agreement the parties may discuss and attempt to resolve matters within the scope of bargaining. It is understood and agreed the City has no obligation to implement CMEA's recommendation, proposals or ideas, nor shall discussions of such matters pursuant to this section constitute an admission by either party that such subjects are within the scope of bargaining. The purpose of this section is solely to facilitate opportunities for the parties to exchange informal recommendation and input and to collaborate regarding such matters.

4.12 Bargaining Unit Designation

The City's Employee Relations Officer agrees to advise the CMEA if the City wishes to add a classification to or remove a classification from the CMEA. The City further agrees to review the CMEA's recommendations and input regarding designation of classifications to CMEA's bargaining unit before making modifications to the bargaining unit.

ARTICLE 5: COMPENSATION

5.1 Salary Schedule

Wages for represented employees covered by this MOU shall be increased by two percent (2.0%) Cost of Living Adjustment (COLA) in FY 2013-2014 effective July 1, 2013 and increased by one percent (1%) COLA in FY 2014-2015 effective July 1, 2014.

5.2 Adjustments For Underpayment

Upon verification that a represented employee was underpaid by the City, regardless of fault, the City will within thirty (30) calendar days of discovery adjust the employee's wages in an amount equal to the underpayment.

5.3 Adjustments For Overpayments

If the City erroneously overpays a represented employee, regardless of fault, the City shall recover overpayment as described in Section 5.3.1 or 5.3.2.

5.3.1 If the City notifies the represented employee of the overpayment before the end of the pay period following the overpayment and gives the represented employee a correct paycheck, the represented employee shall, within five (5) calendar days of receiving the notice of overpayment and the correct paycheck, return to the City the full amount of the overpayment.

5.4 Court Ordered Salary Deductions

If a court of competent jurisdiction orders the City to garnish the wages of any represented employee or if a court of competent jurisdiction orders the City to make payroll deductions from the wages of a represented employee in favor of the City or a third party, the City shall assess and collect against the employee's regular salary one dollar (\$10) per deduction per pay period to compensate the City for the costs of making such court-mandated payroll adjustments.

5.5 Consequences Of Failure To Complete Annual Performance Appraisal for Civil Service Employee

For the purposes of City programs for which an overall "Fully Effective" performance appraisal is a pre-requisite (including but not limited to order-of-layoff tiebreakers and pilot programs such as telecommuting and compressed work schedules), in the event a permanent civil service

represented employee has not received his/her most recently due performance appraisal within forty-five (45) calendar days of the date the appraisal was due, he/she shall be treated as if the overall performance appraisal rating was "Fully Effective."

5.6 Acting Pay

Department heads or designee may authorize acting pay assignments not to exceed thirty (30) calendar days. The City Administrator shall approve acting pay assignments that exceed thirty (30) calendar days.

Any represented employee who has been assigned in writing to assume and perform all of the ordinary day-to-day duties and responsibilities of a budgeted position of higher classification for one (1) or more working days shall be paid acting pay.

For acting assignments in positions on a salary step plan, acting pay shall be based on the step that is at least five percent (5.0%) higher than the represented employee's current salary. For acting assignments in positions on a salary range plan, acting pay shall be based on the salary point in the higher classification that is five percent (5.0%) higher than the represented employees current salary.

A represented employee who acts in a position of higher classification under this provision, for a consecutive period of thirty (30) calendar days or less, shall not receive acting pay during any period(s) of paid leave occurring during the acting assignment. However, a represented employee who acts in a position of higher classification, under this provision, for a consecutive period in excess of thirty (30) calendar days shall receive acting pay during period(s) of paid leave occurring during the acting assignment, commencing with the thirty-first (31st) day of acting assignment and continuing until said acting assignment is terminated.

If the acting pay assignment extends beyond a consecutive sixty (60) calendar day period, a represented employee acting in a position on a salary step plan shall be paid acting pay based on the step in the higher classification that is at least ten percent (10%) higher than the represented employee's current salary. For a represented employee acting in a position on a salary range plan, acting pay shall be based on the salary point in the higher classification that is ten percent (10%) higher than the represented employee's current salary.

No represented employee shall be in an acting assignment for more than six (6) months in a fifteen (15) month period, unless no other qualified represented employee is available or willing to take the assignment. For the purposes of this provision the six (6) months need not be consecutive.

Absent extenuating circumstances, and without restricting management's discretion as to which represented employee is appointed to such position, the City shall endeavor to avoid repeatedly appointing the same represented employee.

5.7 Notary Public Pay

Upon written designation by the appointing authority, the City shall approve payments of an additional thirty-five (\$.35) cents per hour to qualified represented employees for the performance of notary public duties for City business purposes. These represented employees shall submit proof of notary public certification annually in order to maintain notary public payments. The premium pay will be removed when the designation is revoked in writing by the appointing authority and the represented employees will no longer be required to perform notary public duties.

5.8 Commuter Check

The City agrees to pay the five dollar (\$5) monthly administrative fee for represented employees participating in the Commuter Check Program.

5.9 Automobile Allowance

The City acknowledges that Administrative Instruction (AI) 4403 – Automobile Allowance provides non-vehicle expenses such as parking fees while conducting City business are reimbursable. The City and the Association agree that in accordance with AI 4403, upon authorization of the department head or designee, represented employees who drive their personal vehicles on an intermittent or occasional basis are eligible for reimbursement of parking fees incurred while conducting City business.

5.10 Bilingual Pay

To overcome language barriers and to provide citizens equal access to City services, the City and the CMEA encourage represented employees to use City designated languages during contact with the public. For the purpose of bilingual premium pay, each department, subject to City approval, shall designate the non-English languages that may be used. To be eligible for bilingual premium pay, a represented employee must be certified under either subsection A or B; and must provide bilingual service on a regular

basis when requested by the City; and must be in a work location where there is a demonstrated need for bilingual services.

A. Level 1 Certification

To be eligible for Level 1 Certification, a represented employee must have the ability to effectively communicate with the public in a Department designated and City approved non-English language. Represented employees certified with Level 1 skills shall be paid forty-five (\$45) dollars per pay period. A represented employee shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in this section and Section B shall not be pyramided.

B. Level 2 Certification

To be eligible for Level 2 Certification, a represented employee must have the ability to translate conversations and written materials in a Department designated and City approved non-English language. Represented employees certified with Level 2 written translation skills shall be paid ninety (\$90) dollars per pay period. A represented employee shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in this section and Section A shall not be pyramided.

Certification Standards

The City shall establish examinations and testing procedures for certifying represented employees at Level 1 or Level 2. Upon request, the City will provide an opportunity to consult with the Association regarding procedures for Level 2 examinations.

ARTICLE 6: PROFESSIONAL DEVELOPMENT PROVISIONS

6.1 Tuition Reimbursement

The City shall reimburse a represented employee the cost of university or college classes and training courses, approved in advance by the department head or the designated representative, which: (1) improve the skills used by the represented employee in his/her current position; and/or (2) prepare the represented employee for advancement on the logical, reasonable career path within the City organization. Upon successful completion of the approved classes or courses, a represented employee shall be reimbursed in accordance with the following table:

<u>Grade</u>	<u>Reimbursement</u>
A or B	100% of the tuition fee and books, or \$400 whichever is less.
C	50% of the tuition fee and books, or \$200 whichever is less.

If the course is graded on a pass/fail basis, reimbursement shall be seventy-five percent (75%) of the tuition fee, or three hundred dollars (\$300), whichever is less.

6.2 Professional Liability

The City's obligation to defend and indemnify represented members is prescribed by law, including California Government Code Section 825, et seq. and 995, et seq. The City shall indemnify and defend represented employees in accordance with the applicable provisions of law when and if represented members are sued for errors and/or omissions (malpractice) that occur within the course and scope of their employment, except where the applicable law excuses City's obligation to defend (e.g., fraud, malice, actions outside the scope of employment, etc.). This Section shall not be subject to the grievance procedure.

6.3 Incompatible, Inconsistent, Or Conflicting Activities

No represented employee may engage in any employment, activity, or enterprise that has been determined to be inconsistent, incompatible, or in conflict with his or her duties or with the duties, functions, and responsibilities of the City. For purposes of this Agreement, incompatible employment or activity means any employment, activity, or enterprise that: (a) involves the use for private gain or advantage of City time, facilities, equipment, and supplies or the prestige or influence of the represented

employee's City employment; or (b) involves receipt by the represented employee of any money or other consideration for the performance of any act required by him or her as a City employee; or (c) involves the performance of an act, in other than his or her capacity as a City employee, that may later be subject directly or indirectly to control, inspection, review, audit, or enforcement by him or her in his or her capacity as a City employee.

Represented employees may not solicit political contributions from other officers or employees of the City, unless such solicitation is part of a solicitation made to a significant segment of the public that may include City employees or officers.

Represented employees shall notify the City in advance of any outside employment or activity if it is reasonably foreseeable that such employment or activity may violate these rules.

Notwithstanding the above, the City acknowledges that no restriction may be placed on the political activities of employees outside of working hours and off City premises.

The City will continue to maintain regulations that are consistent with Government Code Section 1125, et seq., and Government Code Section 3201, et seq., and Oakland City Charter Section 1201.

6.4 Professional Development

The City will reimburse represented employees for professional development. Professional development may include such items as books, subscriptions to professional journals or magazines, dues to professional organizations that are related to current employment, job-related tools and equipment registration, application or examination fees for registration or certification within his/her profession, and expenses related to professional development including research and training. Requests for reimbursement must be submitted with receipts in aggregate amounts of at least twenty-five (\$25) dollars. All receipts for reimbursement must be submitted before the end of each fiscal year, and by June 1, if feasible.

All CMEA employees shall receive a maximum of three hundred fifty (\$350) dollars per fiscal year for these purposes.

ARTICLE 7: RETIREMENT

7.1 Retirement Contributions

7.1.1 2.7% At 55

The City agrees to continue to contract with the Public Employees' Retirement System (PERS) to provide the 2.7% at 55 retirement plan for each active unit member, except as provided below for second tier employees. The City shall make the employer contribution to PERS for each represented employee. Except as specifically stated in this Section, the City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from PERS.

Each unit member shall continue to pay the full member contribution to PERS equal to eight percent (8%) of the compensation paid the member for service rendered, with state and federal income tax on the PERS members contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

7.1.2 2.5% At 55

The City shall amend its contract with PERS to provide new unit members hired ninety (90) days after adoption of this Memorandum of Understanding, the 2.5% at 55 retirement plan. The City shall make the employer contribution to PERS for each unit member, except as specifically stated in this section. The City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from PERS.

Each 2.5% At 55 unit member shall pay the full member contribution to PERS equal to eight percent (8%) of the compensation paid the member for service rendered, with state and federal income tax on the PERS members contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

7.1.3 Premium Pay Reported To CalPERS

The premium pay listed in Appendix G, Premium Pay Reported To CalPERS, shall be reported to CalPERS as compensation. Appendix G, Premium Pay Reported To CalPERS, is attached to and incorporated into this Agreement.

7.2 Optional Benefits

Under the Public Employees' Retirement System, the City shall provide the following optional benefits:

7.2.1 Military Service Credited As Public Service

Up to four (4) years of military service can be granted for time during which a represented employee served continuously with the active armed forces or the Merchant Marines including any period of rehabilitation, plus six (6) months thereafter. (Government Code Section 21024.)

7.2.2 Public Service Credit for Peace Corps, Americorps VISTA, or Americorps Service

Represented employees may elect to purchase up to three (3) years of service credit for any volunteer service in the Peace Corps, Americorps VISTA (Volunteers In Service To America), or Americorps. (Government Code Section 21023.5.) The represented employee is required to contribute employee and employer contributions. Represented employees may obtain cost information by contacting CalPERS Member Services Division. Final determination of benefit eligibility shall be made by CalPERS.

7.2.3 One Year Final Compensation

A represented employee's retirement allowance is based on the twelve (12) highest paid consecutive months under the plan. (Government Code Section 20042.) This One Year Final Compensation optional benefit shall only apply to represented employees hired up to ninety (90) days after the adoption of this Memorandum of Understanding.

Employees hired ninety (90) days after adoption of this Memorandum of Understanding shall be subject to final compensation in accordance with Government Code Section 20037 which means the highest average annual compensation earnable by a member during the three consecutive years of employment immediately preceding the effective date of his or her retirement.

7.2.4 Post Retirement Survivor Allowance

Upon death after retirement, an allowance shall be continued to the surviving spouse or domestic partner. A "surviving spouse or domestic partner" means for service retirements, a husband or wife who was

married to or a domestic partner who was registered as a domestic partner with the member at least one year prior to the member's retirement and continuously to the date of the retired member's death. The represented employee's survivor receives one-half the amount of the retired represented employee's unmodified allowance based on service not subject to the modification for Social Security. (Government Code Sections 21624, 21626 and 21628.)

7.2.5 Post-Retirement Survivor Allowance To Continue After Remarriage

If a surviving spouse remarries on or after January 1, 1985, the one-half survivor continuance allowance will not cease. (Government Code Sections 21635)

ARTICLE 8: INSURANCE PROGRAMS

8.1 Medical Insurance Under PEMHCA

The City agrees to maintain its contract with the Public Employees' Retirement System ("PERS") providing medical insurance coverage through the Public Employees' Medical and Hospital Care Act (PEMHCA) plans. Eligibility of active represented employees and retired employees to participate in this program shall be in accordance with state law and regulations promulgated by PERS.

8.2 City Contribution To PERS

As required by Government Code Section 22892, the City shall pay directly to PERS the monthly employer contribution toward the PEMHCA plan medical insurance premium for each active represented employee and retiree who elects to enroll in a PEMHCA medical plan.

The City's contribution shall be adjusted annually by PERS to reflect any change in the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

These increased City contribution rates shall remain in effect only as long as required by law.

8.3 Change In PERS Regulations

If PERS requires additional employer payment in excess of the dollar amounts listed in Section 8.2, the City shall not be bound by any obligation under 8.2 and 8.4, but rather the parties shall meet and confer regarding restructuring the provisions of 8.2 and 8.4 provided that, for a reasonable time period to allow for meeting and conferring, the City shall continue the benefits under 8.1, 8.2, and 8.4.

8.4 Full Medical Insurance Comparable To Rate Charged Under PEMHCA Kaiser Bay Area Plan

For active represented employees enrolled in a PEMHCA medical insurance plan, the City shall pay to PERS an amount of money on behalf of the employee which, when combined with the amount stated in Section 8.2, shall be the equivalent to one hundred percent (100%) of the premium cost of the Bay Area Kaiser Permanente family plan. If a represented employee chooses to participate in a PEMHCA plan, which is more expensive than the Bay

Area Kaiser Permanente family plan, the represented employee shall pay the additional cost.

8.5 Medical And Dependent Care Reimbursement Plan

The City shall maintain a salary reduction plan as provided by Section 125 of the Internal Revenue Service Code permitting permanent represented employees to designate a portion of their annual salary to be withheld and subsequently used to provide pre-tax reimbursements for verified medical (“MCAP”) and dependent care (“DCAP”) expenses, subject to the rules of the IRS and governing regulations.

If a represented employee receives medical insurance coverage through their spouse or partner, signs the City form electing not to receive City paid medical coverage, and provides the City with satisfactory proof of insurance coverage, the represented employee shall receive one of either:

- \$160 per month in cash; or
- \$160 per month City contribution into the represented member’s DCAP or MCAP account.

8.5.1 Maximum Deductions

The maximum annual amount that may be deducted from a represented employee’s annual salary for reimbursement of non-medical dependent care expenses is \$5,000. The maximum amount that may be deducted from the represented employee’s annual salary for reimbursement of personal and dependent medical expenses is \$5,000. All medical and dependent care expenses for which reimbursement is requested must comply with the requirements of the IRS code.

8.5.2 Administrative Fees

If the City, in its sole discretion, determines that administration of the program will require the services of an outside entity or contractor that charges a fee for administering DCAP and MCAP deductions and reimbursements, participating represented employees shall be responsible for paying that fee.

8.5.3 Tax Liability For Flexible Spending Benefit

Notwithstanding the City’s intent to comport with I.R.C. Section 125, each represented employee shall be solely and personally responsible

for a federal, state, or local tax that may arise out of the implementation of this subsection.

8.6 Dental Insurance

The City agrees to contribute an amount equal to one hundred percent (100%) of the cost of employee and dependent coverage in the City dental plans, which include orthodontia and a preferred provider option. For the purpose of this provision, dependents shall include domestic partners of represented employees who have filed a Declaration of Domestic Partnership in accordance with established City policy. The City shall meet and confer regarding any reduction in benefits to the extent it is within the mandatory scope of bargaining required by state law.

8.7 Vision Care

The City agrees to maintain current employee and dependent coverage in the established City vision care plan. For the purpose of this provision, dependents shall include domestic partners of represented employees who have filed a Declaration of Domestic Partnership in accordance with established City policy. The City shall meet and confer regarding any reduction in benefits to the extent it is within the mandatory scope of bargaining required by state law.

8.8 Blood Bank

The City agrees to enroll represented employees in the City of Oakland Blood Bank Program as described below.

8.8.1 Sponsor

City of Oakland, in cooperation with the Blood Bank of the Alameda-Contra Costa County Medical Association, since 1980.

8.8.2 Eligibility

All City of Oakland employees and family dependents.

8.8.3 Program Operation

The City normally conducts two blood donation drives per year, one in January and one in July. Donations are credited to the City of Oakland Club and are good for one year. Withdrawals are made from the account by submitting requests to the City Administrator's Office. City credits remaining at the end of one year are switched into the

general Blood Bank Fund. However, by participation in the program, all blood needs of the City are covered, even if there are insufficient credits in the City Club account, without monetary charge or replacement requirement to the represented employee during the term of this Agreement. The City and the CMEA agree to actively encourage represented employees and dependents to participate in the blood donation drives.

8.9 Life Insurance

The City agrees to provide a term life insurance policy for each full-time represented employee in the amount of one times the employee's annual salary, rounded up to the nearest one-thousand dollars (\$1,000), including an accidental death and dismemberment benefit of equivalent amount. The City also agrees to provide represented employees the option of purchasing supplemental term life insurance. This supplemental term insurance is contingent upon the City meeting the plan requirements stipulated by the insurance carrier.

8.10 Disability Insurance

The City agrees to pay the premium cost of represented employee participation in the established disability insurance program. The City shall meet and confer regarding any reduction in benefits to the extent it is within the mandatory scope of bargaining required by state law.

8.11 Chemical Dependency Treatment Program

The City agrees to provide a chemical dependency treatment program for represented employees and their eligible dependents up to a maximum of thirty thousand dollars (\$30,000) in total lifetime program benefits.

8.12 Continuation Of Coverage While On Paid Leave

The City agrees to continue City contribution to premium payments for represented employees while on authorized paid leaves of absence.

8.13 Deferred Compensation Plan

Represented employees may participate in the established City deferred compensation plan.

8.14 Retiree Benefit

Any represented employee who has ten (10) years or more of service with the City in either a permanent full-time or permanent part-time position, and who enrolls in a PERS PEMHCA plan shall receive for such time as he/she maintains his/her enrollment in a PEMHCA health plan for represented employee and one dependent the following benefit: the lesser of a monthly payment of four hundred twenty-five and forty-two cents (\$425.42) or one hundred percent (100%) of the represented employee's PEMHCA plan premium computed by combining the provisions of Section 8.2 above with this benefit. These payments shall be made on a quarterly basis. The obligations set forth in this subsection shall be subject to the following conditions:

- 8.14.1 Each person receiving the benefit shall be responsible for payment of federal state and local taxes, if required. The City shall not withhold taxes when awarding this benefit unless otherwise required to do so by a governmental taxing agency and shall not be obligated by this Agreement to issue a 1099 to persons receiving the benefit.
- 8.14.2 Each person receiving the benefit shall be obligated to notify the City within thirty (30) days of the retiree's and/or eligible family member's eligibility for Medicare.
- 8.14.3 An eligible family member for PEMHCA coverage who survives the death of a retiree shall continue to receive this benefit as long as it is allowed by PERS, as long as the survivor remains enrolled in a PERS plan, and as long as the survivor has been designated to receive the survivor's benefit under PERS and is receiving the survivor's benefit under PERS.

ARTICLE 9: LEAVES OF ABSENCE

9.1 Sick Leave

9.1.1 Annual Earned Sick Leave

Represented employees shall accrue sick leave on a biweekly basis at the rate of one (1) full working day per month of service to the City, except that sick leave shall not be credited until the completion of the first three (3) months of service.

9.1.2 Accumulated Earned Sick Leave

Sick leave with pay that is not used shall be cumulative. Sick leave credits may be accumulated not to exceed one hundred and fifty (150) working days. Sick leave credits accrued under this provision shall be expressed in hours.

9.1.3 Use Of Sick Leave

9.1.3.1 Minimum Usage

Sick leave may be used in minimum increments of one (1) hour.

9.1.3.2 Family Illness

Each represented employee who is otherwise eligible to take sick leave may, in the event of illness in the immediate family, take a maximum of twelve (12) working days family sick leave in any calendar year. Such family sick leave shall be charged against the represented employee's accumulated sick leave credits and is subject to acceptable medical verification.

For the purposes of this provision, immediate family shall be defined as mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren in the custody of grandparents who are represented employees, and domestic partners of represented employees who have filed a Declaration of Domestic Partnership. This provision shall also apply to persons for whom the represented employee has durable power of attorney for health care.

In circumstances involving the illness of a person who has raised the represented employee in lieu of a natural parent or has been raised by a represented employee in lieu of the natural parent, the department head or designated representative will consider granting family illness leave under this provision to the affected represented employee. In such cases, the represented employee must receive a written approval from the department head or designated representative prior to departure on such leave.

A represented employee may be permitted to take family sick leave in excess of twelve (12) days in any calendar year in the case of the critical or serious illness of the immediate family member, as defined above, who resides in the represented employee's household and where other arrangements for the care of the family member are not feasible.

This section does not extend the maximum period of leave to which a represented employee is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and City policies implementing these Acts, regardless of whether the represented employee receives sick leave compensation during that leave (see Labor Code Section 233.)

9.1.3.3 Verification Of Leave

When a represented employee has been absent under personal illness for more than five (5) consecutive working days or has established a pattern of personal illness exceeding twenty (20) working days in one work year, the City is authorized to request that the represented employee have a physical examination by a City selected physician and a certification by that physician of the represented employee's physical fitness to return and continue the duties requisite to employment. The City will pay the cost of this examination and certification.

9.1.4 Sick Leave Buy-Back - Leaving City

City agrees to compensate, in cash, represented employees leaving City service after ten (10) cumulative years of employment, uninterrupted by

any single period of absence in excess of one (1) year, for thirty-three and one-third percent (33-1/3%) of accrued sick leave.

9.1.5 Annual Sick Leave Sell-Back/Conversion

Represented employees may sell back a portion of their unused sick leave or convert it to additional days of vacation, provided that the represented employee must have a minimum of sixty (60) days of accumulated sick leave at the beginning of the calendar year (January 1). The represented employee may exercise one of the following options each calendar year:

- (1) Accumulate sick leave credits to the one hundred and fifty day (150) maximum; or,
- (2) Convert sick leave earned in excess of the basic requirement of sixty (60) days to vacation ratio of two (2) sick leave days to one (1) day of vacation up to a maximum of seven (7) vacation days.
- (3) Sell back sick leave earned in excess of the basic requirement of sixty (60) days, at the ratio of two (2) sick leave days to one (1) days of pay, up to maximum of seven (7) days pay.

Requests submitted by the close of business on the second Friday in December shall be counted toward the cap for that calendar year.

9.1.6 Return To Work

If requested by the City management, a represented employee shall not return to work until she/he submits a medical doctor's authorization to return to work. The City will pay for the cost of any portion of the certification requested by the City that is not paid by medical insurance.

9.2 School Activities Leave

The City shall permit a represented employee who is a parent, guardian, or grandparent having custody of a child in kindergarten or grades 1 to 12, inclusive, or attending a licensed child day care facility, to take up to forty (40) hours each year, not exceeding twelve (12) hours in any calendar month of the year, to participate in activities of the school or licensed child day care facility of any of the represented employee's children. Represented employees must give their supervisor notice at least four (4) workdays prior to the planned absence.

The represented employee shall use existing vacation, personal leave, compensatory time off, or time off without pay for purposes of the planned absence described in this section.

If requested by the represented employee's supervisor, the represented employee shall provide documentation from the school or licensed child day care facility as proof that the represented employee participated in school or licensed child day care facility activities on a specific date and at a particular time.

9.3 Family Death Leave

9.3.1 Definition Of Immediate Family

For the purposes of this provision, immediate family shall be defined as mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, domestic partners of represented employees who have filed a Declaration of Domestic Partnership in accordance with established City policy, and parents and children of the domestic partner.

9.3.2 Special Circumstances

In special circumstances involving the death of a person who has raised the represented employee in lieu of a natural parent or has been a child who is being raised by the represented employee in lieu of a natural parent, the department head or designated representative may consider granting leave under this provision to the affected represented employee.

9.3.3 Entitlement

Upon approval of the department head or designated representative, a represented employee may be granted family death leave with pay not to exceed five (5) working days. Such leave shall not be charged against vacation or sick leave to which a represented employee may be entitled, but shall be in addition to that leave. The City shall not unreasonably deny such requests.

In order to be eligible for family death leave, a represented employee must have worked full-time for the City for a period of six (6) consecutive months. A represented employee may be asked to furnish satisfactory verification for use of family death leave.

In cases involving exceptional hardship or out of state travel, the City will consider granting up to one (1) additional days of family death leave with pay. In such cases, the represented employee must receive written approval from the department head or designated representative prior to departure on such leave.

9.4 On The Job Injury Leave And Compensation

A represented employee shall be granted on-the-job injury/illness leave when the represented employee is unable to work because of any on-the-job injury/illness as defined in the California Labor Code (Worker's Compensation Act).

This section shall only apply to represented employees who are permanent full-time, permanent part-time (on a pro-rata basis), or non-civil service employees. This section shall exclude temporary part-time employees.

9.4.1 City Paid Leave Entitlement

9.4.1.1 Permanent Employee

Any on-the-job injury/illness with a date of injury/illness on or after January 28, 2003, permanent represented employees shall be entitled to a maximum of sixty (60) working days of City paid on-the-job injury/illness leave per injury or illness. Recurrences of an injury/illness shall not be considered a new injury/illness and shall not entitle the represented employee to a new sixty (60) working day free period. The sixty (60) working days per injury or illness does not have to be used consecutively. The sixty (60) working day on-the-job injury/illness leave entitlement, commonly referred to as the "free period," shall not be deducted from the represented employee's accrued sick leave or any other accrued paid leave.

9.4.1.2 Long Term Permanent Employee

Permanent represented employees with ten (10) consecutive years of service to the City as of January 1, 2003, shall be entitled to a maximum of ninety (90) working days of paid on-the-job injury/illness leave per injury or illness with the same standards as stated in Section 9.4.1.2.

9.4.1.3 Workers' Compensation Claim

An on the job injury/illness must qualify as a workers' compensation claim under standards applied by the Workers' Compensation Appeals Board. The Workers' Compensation Appeals Board's rejection of a represented employee's claim shall result in disqualification of the represented employee's injury/illness for leave under this provision. On-the-job injury leave previously granted for a disqualified injury/illness will be deducted from the represented employee's other accrued paid leave balances, or the represented employee may reimburse the City in cash.

9.4.1.4 Physical Examination

As permitted by state law, City policies, and Civil Service Personnel Rules, the City may require a represented employee to submit to an examination.

9.4.1.5 Workers' Compensation Benefits

Payment under this provision shall not be cumulative with any benefit that the represented employee may receive under the California Labor Code as the result of the same injury/illness. If, after the sixty (60) working day period of City paid leave, the represented employee is still unable to work, the represented employee may supplement any benefits paid under the Labor Code with accumulated sick leave and vacation to the extent necessary to make up the difference between the amount of the award and the normal weekly base pay for each week of continuing disability.

9.5 Military Leave

The City shall provide military leave to represented employees in accordance with city, state and federal law.

9.6 Jury Leave

Leave of absence with pay shall be granted to a represented employee who has been selected for jury duty that is mandatory, provided, however, that in circumstances where it is deemed necessary by the City, the represented employee shall cooperate by requesting a deferral of such jury duty to a later date. A represented employee who serves on jury duty shall be paid regular salary for the period of such duty.

The represented employee shall keep any fees he/she receives for jury duty.

9.7 FMLA/CFRA And Pregnancy Disability Leave

Represented employees are eligible for leave under the California Family Rights Act (“CFRA”), the Federal Family and Medical Leave Act (“FMLA”), and the California Pregnancy Disability Leave Act (“PDLA”). The provisions of this Agreement and City policies shall be applied consistent with applicable state and federal law and in accordance with Administrative Instruction 567 as may be amended from time to time.

The previous paragraph is not subject to the grievance procedure. This language shall not be construed as a waiver of any right to meet and confer over the changes in Administrative Instruction 567, if such changes are within the mandatory scope of bargaining.

9.7.1

When an employee takes family care and medical leave because of the employee’s own serious health condition, he/she shall be required to use all but ten (10) days of his/her accrued sick leave. An employee may choose to use any accrued sick leave, vacation or other accrued paid personal time off that the employee is otherwise eligible to use during the otherwise unpaid family care and medical leave.

9.8 Leave Of Absence Without Pay

A permanent full-time or permanent part-time represented employee may be granted a leave of absence without pay of up to one (1) year, upon approval by the City, with no loss of seniority or benefits accrued prior to said leave. With the exception to section 9.9 such leave shall be considered only after the represented employee has exhausted all accrued and/or accumulated leave balances.

9.9 Disability Insurance

To be eligible for the disability insurance coverage described in Section 8.10, a represented employee shall be required to use all but ten (10) days of accrued and/or accumulated sick leave.

9.10 Integration Of Disability Insurance Coverage and Paid Leaves

A represented employee on a leave of absence in accordance with the Personnel manual or other City policy whose absence qualifies for a disability

insurance program may supplement any disability insurance benefits paid under a disability insurance program provided in Section 8.10 Disability Insurance with accumulated sick leave, vacation, compensatory leave, management leave or other accrued leave to the extent necessary to make up the difference between the amount of insurance benefits paid and the normal weekly base pay for each week of disability.

9.11 Limited/Modified Duty

Upon either party's request, the City and the CMEA shall meet to discuss the development of a limited duty policy for represented employees unable to perform their normal work duties because of injury or illness on a department-by-department basis. The priority of any such agreement reached shall be industrially injured represented employees, but the policy may include coverage of non-industrially injured represented employees, if considered feasible by the City. In the absence of any such policy, the City shall maintain the right and sole discretion to grant or continue any light duty assignment.

9.12 Management Leave

Represented employees may be awarded an additional zero (0) to five (5) days of Management Leave July 1st of each year.

Additionally, represented employees who work irregular work hours or who demonstrate superior performance during the eligibility period of July 1 through June 30 of each fiscal year may also be awarded an additional zero (0) to five (5) days of management leave at the recommendation of the department/agency head and with final approval of Administrator.

Represented employee may cash out up to ten (10) days of Management Leave each fiscal year at the discretion of the represented employee. Management leave not used or cashed out will be carried forward to the next fiscal year.

Represented employees who separate from City employment shall be paid any unused management leave, upon separation.

For the purpose of this section, a day shall be defined as the number of hours in the represented employee's regularly scheduled work day.

ARTICLE 10: VACATION LEAVE

10.1 Entitlement

A represented employee shall accrue vacation leave, from the date of the represented employee's regular appointment by the City, on a biweekly basis at the rates enumerated below. For the purpose of determining the amount of vacation entitlement, an employment year is defined as the period of one (1) year from the anniversary date of such appointment by the City. Vacation rate increases will become effective at the beginning of the pay period that includes the represented employee's anniversary date. Vacation entitlement rates are as follows:

Date of hire to 4 years:	Ten (10) days per year
4th anniversary to 13 years:	Fifteen (15) days per year
13th anniversary to 16 years:	Eighteen (18) days per year
16th anniversary to 20 years:	Nineteen (19) days per year
20th anniversary to 26 years:	Twenty (20) days per year
26th anniversary to 30 years:	Twenty-five (25) days per year
30th anniversary:	Thirty (30) days per year

10.1.1 Extra Vacation Days

A represented employee shall be granted an Extra Vacation Day on the fourth (4th), ninth (9th), fourteenth (14th), nineteenth (19th), twenty-fourth (24th), and twenty-ninth (29th) anniversary date of her/his regular appointment by the City and every fifth (5th) anniversary date thereafter.

10.2 Right To Take Accrued Leave

A represented employee may take accrued vacation, with the prior scheduling approval of the department head or his/her designee.

The time when vacation may be taken by an employee shall be subject to the City's operational needs but shall not be unreasonably denied. Vacation requests shall ordinarily be considered in the order received. In cases where there are conflicts between pending requests for vacation leave, the City shall consider departmental seniority as a factor in resolving conflicting pending requests for vacation leave.

The department head or designee shall respond to vacation requests in a timely manner and no later than ten (10) working days from the date the request is submitted. If a designee fails to respond in a timely manner, the employee may submit the request to the department head, who shall respond within five (5) working days.

The City shall permit represented employees who have reached the maximum accrual balance to take up to five (5) days vacation at the earliest possible date.

10.3 Limitation On Unused Vacation Leave Balances

Represented employees may accrue vacation leave balances up to a maximum of two (2) times the represented employee's annual vacation accrual rate as of the pay period containing January 1 of each year. Should the represented employee's vacation leave balance exceed the allowable amount, the represented employee will cease to accrue vacation leave until such time as the vacation balance is reduced below the maximum allowable balance.

10.4 Minimum Usage

Normally, a represented employee may take vacation leave in increments of not less than one (1) day with the prior scheduling approval of the department head. In special circumstances, with the department head's approval, represented employees may also take a fraction of a day, but in no event less than one (1) hour.

10.5 Interruption Of Leave

In the event that a holiday occurs during a period of authorized vacation leave, the workday, which is the holiday, shall be charged as a holiday and not as a day of vacation. In the event that a represented employee is seriously ill during scheduled vacation, the full workdays on which such illness occurs shall not be charged to vacation leave, provided that a doctor's certificate or report of treatment is submitted to and approved by the department head. It is expressly understood that the use of sick leave during vacation is reserved for serious illnesses, such as those which confine a represented employee to bed, and that the vacation period is not automatically lengthened by its use. Vacation leave not used due to the use of sick leave in an authorized vacation period shall be rescheduled for use at a later date, in accordance with established procedure.

10.6 Vacation Sell-Back

Represented employees may sell back to the City up to twenty (20) work days of accrued vacation each calendar year.

Requests submitted by the close of business on the second Friday in December shall be counted toward the cap for that calendar year.

ARTICLE 11: HOLIDAYS

11.1 Designated Holidays

The following days of each year are designated holidays:

- 11.1.1 January 1st.
- 11.1.2 The third Monday in January, known as “Martin Luther King Day.”
- 11.1.3 February 12th, known as “Lincoln Day.”
- 11.1.4 The third Monday in February, known as “Presidents’ Day.”
- 11.1.5 The last Monday in May known as “Memorial Day.”
- 11.1.6 July 4th.
- 11.1.7 The first Monday in September, known as “Labor Day.”
- 11.1.8 September 9th, known as “Admission Day.”
- 11.1.9 November 11th, known as “Veterans’ Day.”
- 11.1.10 The Thursday in November appointed as “Thanksgiving Day.”
- 11.1.11 The Friday after “Thanksgiving Day.”
- 11.1.12 December 25th.
- 11.1.13 Floating holiday, subject to prior approval of the department head.
- 11.1.14 Holiday must be taken during the fiscal year in which it is earned. The floating holiday shall be credited at the beginning of the pay period that includes July 1.

In order to qualify for receipt of compensation for a designated holiday, an employee must be in paid status the work day before and the workday after the designated holiday.

11.1.15 Christmas Or New Year's Eve

11.1.15.1 Represented employees assigned to work schedules that require them to work on both December 24th and December 31st shall be entitled to one of the following:

11.1.15.1.1 one-half of the work shift as paid time off on both the above days; or

11.1.15.1.2 one full work shift as paid time off on either of the above days.

11.1.15.2 Represented employees whose regular workweek is Monday through Friday, when December 24th and December 31st occur on Saturdays or Sundays, shall be entitled to one of the following:

11.1.15.2.1 one-half of the work shift as paid time off on both the Friday preceding Christmas Eve and the Friday preceding New Year's Eve; or

11.1.15.2.2 one full work shift as paid time off on either the Friday preceding Christmas Eve or the Friday preceding New Year's Eve.

Such time off shall be granted by the department head, subject to the need to provide public services.

11.1.16 Holidays On Regular Day Off

If a designated holiday falls upon a normal day off that is either a Saturday, as to a represented employee who works a Monday through Friday workweek, or the first day off of a normal scheduled two (2) days off, as to a represented employee whose workweek is one other than Monday through Friday, then in either such event such employee, as the case may be, shall receive one (1) additional day of vacation. Such vacation shall be accrued as Extra Vacation Days (EVD); shall not be included when determining if a represented employee has reached the maximum accrual as provided in Section 10.3; and may be earned even if the

represented employee has reached the maximum vacation accrual as provided in Section 10.3.

If a designated holiday falls upon a normal day off which is either a Sunday as to a represented employee who works a Monday through Friday workweek, or the second day off of normally scheduled two (2) days off, as to a represented employee whose workweek is one other than Monday through Friday, then in either such event such employee, as the case may be, shall receive the next following day off.

ARTICLE 12: PERMANENT PART-TIME BENEFITS

A permanent part-time represented employee, who works fifty percent (50%) or more of the normal workweek for the full-time equivalent to the represented employee's own class, shall be entitled to the following benefits:

12.1 Paid Leave

A permanent part-time represented employee shall accrue vacation and sick leave on a pro-rata basis according to the time worked in relation to the normal workweek for the full-time class.

12.2 Holidays

A permanent part-time represented employee who works throughout the fiscal year fifty percent (50%) or more of the normal work week for the full-time equivalent of the PPT represented employee's classification shall earn holiday pay on a pro-rata basis according to the time worked in relation to the normal workweek for the full-time class.

12.3 Insurance Programs

The City agrees to provide a term life insurance policy for permanent part-time represented employees in the amount of one-half the full-time equivalent annual salary rounded up to the nearest one thousand dollars (\$1,000), including an accidental death and dismemberment benefit of an equivalent amount, and to contribute toward the cost of health and dental insurance coverage under the established City plans for permanent part-time represented employees at the rate of sixty-five percent (65%) of the City contribution rates provided for in Sections 8.1, 8.2, 8.3, 8.4, 8.5, and 8.6. A permanent part-time represented employee shall also be covered by the City's disability income protection plan based on the full-time employee benefit provided for in Section 8.10, pro-rated to the average number of hours worked per month over the previous twelve (12) months.

12.4 Leave Sell-Back

For purposes of Annual Sick Leave Sell-Back/Conversion (Section 9.1.5), Management Leave Sell-Back (Section 9.12) and Vacation Sell-Back (Section 10.7), including any pre-requisites for such sell-back, for a permanent part-time represented employee, a "day" shall be calculated as a pro-rata number of hours according to the time worked in relation to the normal workweek for the full-time class.

ARTICLE 13: WORKING CONDITIONS

13.1 Hours Of Work

13.2 Health And Safety

Health and safety are mutual concerns of the City and of the CMEA. The City recognizes its responsibility to maintain health and safety standards in accordance with applicable state and federal laws. The CMEA recognizes its responsibility to encourage represented employees to work safely and efficiently.

In those instances where a represented employee has a complaint arising out of a health and safety condition under the City's responsibility, and where the complaint is not resolved expeditiously at the department level, the CMEA representative, where applicable, the City Administrator and the City's Risk Manager, and where appropriate a departmental representative shall promptly meet to discuss the matter.

13.3 Reassignment of Executive Assistant to City Administrator; Executive Assistant to Assistant City Administrator; Executive Assistant to the City Council; Executive Assistant to City Attorney; Executive Assistant to the City Auditor or Administrative Assistant to the Mayor

If such employee will be separated from City service due to a change in administration resulting from an election of a new Mayor, City Councilmember, City Attorney, or an appointment of a new City Administrator, the City will consider the reassignment of the employee to a vacant exempt position for which the employee meets the minimum qualifications.

Upon notice of separation to the employee, the City will review all vacant exempt positions and a make reasonable effort to reassign the employee. The City shall have the sole discretion to determine whether the employee meets the minimum requirements of a vacant exempt position.

ARTICLE 14: PERSONNEL PROVISIONS

14.1 Announcements of Examination

The City may require additional and special qualifications and experience for a civil service position as provided for in the Personnel Manual Section 5.03 - Selective Certification. For classifications represented by the CMEA, the City will provide the CMEA a statement of reasons for such qualifications and experience and provide the CMEA five (5) work days to request to consult with the City.

14.1.1 Announcements of Promotional or Restricted Examinations

In the manner required by the Civil Service Personnel Rules, the City agrees to announce Promotional or Restricted Examinations. The City shall offer promotional and/or restricted examinations for all vacant positions in non-entry level classifications represented by the CMEA. These examinations may be given in combination with open examinations in accordance with Civil Service Rules.

14.1.2 Certification of Eligible To Fill Vacancies

Whenever a promotional or restricted position in the competitive Classified Civil Service is to be filled, for which no reinstatement list exists, the appointing authority shall receive a list of the top four (4) ranks. In the case of multiple vacancies, the appointing authority shall receive a list of the top four (4) ranks, plus two (2) ranks for each additional vacancy to be filled; provided, however, that a lesser number may be certified when there is not the required number on the eligible list.

Individuals on the promotional or restricted eligible list shall be certified and considered for appointment before individuals on the original entrance eligible list(s).

14.1.3 Confidential Management Employees (Exempt Positions)

Before filling a vacant position in a civil service exempt U31 bargaining unit, the City shall post the vacant position for five (5) business days to provide an opportunity for qualified represented employees to apply.

14.2 Results of Employee-Initiated Class Studies

Represented employees may request class studies in accordance with the provisions of the Personnel Manual.

If an employee-initiated class study leads to placement in a higher paid classification that is on the salary step plan, the represented employee shall be placed at the salary step in the higher classification that is at least five percent (5%) higher than the represented employee's current rate of pay. If the higher classification is on the salary range plan, the represented employee shall be placed in the range at a rate of pay five percent (5%) higher than the represented employee's current rate of pay.

If an employee-initiated class study leads to placement in a higher paid classification and takes longer than one (1) year from the date the completed Position Description Questionnaire (PDQ) is received by Personnel, the employee shall be entitled to acting pay (HC6) as defined in the MOU, Article 5 of this agreement starting four months after the date the PDQ is received as indicated by the time/date stamp on the completed PDQ. If the incumbent is not granted such status, the position will be filled in accordance with the provisions of the Personnel Manual.

14.3 Reduction in Force/Layoff (Civil Service Employees)

The City shall attempt, insofar as possible, to accomplish any reduction in force by attrition rather than layoff. The City will keep the CMEA advised of financial planning that contemplates reduction of personnel represented by the CMEA at least six months in advance, and will provide a listing of classifications represented by the CMEA that may potentially be reduced as soon as such information may feasibly be provided, but no later than the date on which a proposed budget or budget amendments are made available to the public.

If that reduction in force is required, it shall be carried out in accordance with the layoff procedure outlined in Sections 9.01 and 9.02 of the Personnel Manual and the following:

- A reduction in force shall be effected on a City-wide basis for each classification to be reduced. Represented employees in classifications affected by a layoff who are not subject to layoff may, with City approval, volunteer to be laid off.
- A layoff (reinstatement) list shall remain in effect for a period of three (3) years.

The City will also provide the CMEA, on or about sixty (60) days prior to the anticipated implementation date of reductions, or when the City has knowledge of anticipated reductions, whichever is later, a unit listing by classification which will have the original service date and job class service date of each represented employee as that data existed in the City's payroll/personnel system at the time. It is understood that the information provided does not constitute an official City seniority list.

The City will provide the CMEA with a copy of its official layoff lists affecting represented employees when they become available.

In a reduction in force, the City shall attempt, insofar as possible, to sponsor information workshops on its own or in conjunction with outside organizations to assist employees that may be laid off take advantage of available resources. These resources should include information such as applying for unemployment, COBRA continuation medical benefits, resume writing, and job search resource.

This section, which incorporates by reference Sections 9.01 and 9.02 of the Personnel Manual, reflects the parties' agreement regarding procedures for layoffs.

14.4 Contracting Out (Civil Service Employee Only)

In accordance with Section 9.02(e) of the City Charter, the City shall not contract out for service if contracting out results in the loss of employment or salary by any person having permanent status in the competitive service.

14.5 Discipline/Just Cause (Civil Service Employees Only)

No represented employee will be subject to disciplinary action except for just cause. Reassignment or position downgrades as a consequence of a Reduction in Force shall not be considered disciplinary action.

Prior to imposing any serious disciplinary action (fine, suspension, demotion, termination) against a permanent represented employee, the City shall adhere to the following procedures:

- The City will provide the employee prior written notice of the proposed action to be taken that states the reason(s) for which the action will be taken; provide a copy of the charges and materials upon which the action is based; and provide the employee the right to respond orally or in writing or both to a Skelly Officer who has the authority to effectively recommend whether the proposed action should be sustained, modified or

revoked. The City will provide a copy of the Skelly Notice of Intent letter to the CMEA at the same time it is served on the represented employee.

- In order to allow the employee time to seek advice and to prepare any oral or written response he/she may wish to make, the date set for his/her response shall be no less than five (5) work days from the date the letter is sent.
- If the employee or his/her representative requests to reschedule the date set and by mutual agreement the parties reschedule, the administrative Skelly meeting shall occur no later than ten (10) working days from the date the notice was sent.
- Any further extension shall be granted only when the parties mutually agree that such extension is required by due process principles.
- The employee will be notified in writing of the decision. The City will send a copy of the decision along with a copy of the Skelly Officer recommendation to the CMEA.

14.6 Sexual Harassment And Violence In The Workplace

Any represented employee found to have engaged in workplace activity in violation of the City's policy on sexual harassment or violence in the workplace shall be subject to discipline up to and including discharge.

14.7 Review of Proposed Contracts

If the City issues a Request for Proposals (RFP), Request for Qualifications (RFQ) or otherwise initiates the solicitation or negotiation of bids for a professional services contract that may reasonably be expected to exceed \$100,000 over a period of one year or less, the City shall simultaneously provide the CMEA with a copy of such RFP, RFQ or solicitation. If the CMEA notifies the City within five (5) working days of receipt of such materials, the City and CMEA shall meet and discuss on the ability of represented employees, including those on a Reinstatement List, to perform such work. The parties shall conclude the meet and discuss process within fifteen (15) working days of the date the city provided such notice.

ARTICLE 15: RESOLUTION - DURATION

15 Completion of Negotiations

This Agreement or any part of this Agreement is not binding upon the City until and unless the same is adopted by the City Council; and is not binding upon the CMEA until and unless the same is adopted by a vote of the represented employees, consistent with CMEA rules and regulations. This Agreement resolves in full, for its duration, all issues between the parties concerning wages, hours, and other terms and conditions of employment addressed in this Agreement. All proposals introduced by either party that have not been resolved in a signed Tentative Agreement are hereby withdrawn.

Except as specifically provided in this Agreement, it is understood and agreed that any benefits and/or working conditions within the scope of representation published in the City's Salary Ordinance, Civil Service Rules, Council Resolutions and Ordinances, Administrative Instructions, Administrative Bulletins and Departmental Policies that affect benefits or working conditions presently in effect and not modified by this Agreement shall remain unchanged unless and until the City and CMEA meet and confer in good faith pursuant to the provisions of Section 3054.5 of the Government Code and the City's Employee Relations Rules concerning any such proposed changes.

The City agrees to provide the CMEA with copies of proposed changes to compensation, benefits and/or working conditions within the scope of representation published in the documents listed above. The City further agrees to provide notice to represented employees of the publication of new or modified rules and policies affecting compensation, benefits and/or working conditions within the scope of representation. Notice may be provided by sending each affected employee a copy of such changes, or by posting the documents on the City's intra-net server and providing employees with notification and instructions on how to access the document via e-mail or other electronic communication. For represented employees that may not have access to e-mail at work, the City shall also direct supervisors to notify such represented employees.

15.1 Savings Clause

If any portion of this Agreement is declared null and void by superseding federal or state law, the balance of the Agreement shall continue in full force and effect, and the parties shall immediately commence negotiations to

ensure that the superseded portion(s) shall be rewritten to conform as nearly as possible to the original intent.

15.2 Duration

Except as stated in specific sections of this Agreement, this Agreement shall become effective upon ratification of the CMEA and adoption by the City Council, and shall remain in effect through June 30, 2013.

APPENDIX A - LIST OF CLASSIFICATIONS IN UNIT

CLASS_NUM	TITLE
EM109	Assist Director, Parks & Rec
EM110	Assist Director, Pub Works Agency
EM117	Assist to the City Administrator
MA109	City Administrator Analyst
EM234	Director of Animal Services
SS121	Exec Asst to Asst City Administrator
SS126	Exec Asst to City Administrator
SS122	Exec Asst to City Attorney
SS123	Exec Asst to the City Auditor
SS125	Exec Asst to the City Council
AP365	Exec Dir to Public Ethics Comm
MA122	Fire Department Personnel Officer
MA124	Human Res Analyst, Principal, PPT
MA125	Human Res Analyst, Sr Supervising
SC166	Human Res Systems Analyst, Supv
MA127	Human Resource Analyst, Principal

APPENDIX B - SALARY ORDINANCE/SCHEDULE

CLASS NUM	TITLE	STEP	RATE
SS121	Exec Asst to Asst City Administrator	1.00	5,257.17
		2.00	5,533.58
		3.00	5,825.34
		4.00	6,131.05
		5.00	6,454.92
SS126	Exec Asst to City Administrator	1.00	5,519.62
		2.00	5,809.97
		3.00	6,115.71
		4.00	6,438.16
		5.00	6,777.39
SS122	Exec Asst to City Attorney	1.00	5,519.62
		2.00	5,809.97
		3.00	6,115.71
		4.00	6,438.16
		5.00	6,777.39
SS123	Exec Asst to the City Auditor	1.00	5,519.62
		2.00	5,809.97
		3.00	6,115.71
		4.00	6,438.16
		5.00	6,777.39
SS125	Exec Asst to the City Council	1.00	5,519.62
		2.00	5,809.97
		3.00	6,115.71
		4.00	6,438.16
		5.00	6,777.39
AP365	Exec Dir to Public Ethics Comm	1.00	8,155.19
		2.00	8,585.14
		3.00	9,036.05
		4.00	9,512.07
		5.00	10,013.21
MA122	Fire Department Personnel Officer	1.00	7,767.12
		2.00	8,176.13
		3.00	8,606.08
		4.00	9,059.77
		5.00	9,535.80
MA124	Human Res Analyst, Principal, PPT	1.00	7,767.12
		2.00	8,176.13
		3.00	8,606.08
		4.00	9,059.77
		5.00	9,535.80
SC166	Human Res Systems Analyst, Supv	1.00	8,155.19
		2.00	8,585.14
		3.00	9,036.05
		4.00	9,512.07
		5.00	10,013.21
MA127	Human Resource Analyst, Principal	1.00	7,767.12
		2.00	8,176.13
		3.00	8,606.08
		4.00	9,059.77
		5.00	9,535.80

By Ranges

CLASS_NUM	TITLE	MINIMUM	MAXIMUM
EM109	Assist Director, Parks & Rec	10,928.94	13,419.35
EM110	Assist Director, Pub Works Agency	11,476.18	14,089.40
EM117	Assist to the City Administrator	8,562.81	10,514.36
MA109	City Administrator Analyst	5,139.92	7,709.88
EM234	Director of Animal Services	8,562.81	10,514.36
MA125	Human Res Analyst, Sr Supervising	8,562.81	10,514.36

APPENDIX C - CIVIL SERVICE USE OF HEARING OFFICER

The Civil Service Board may elect to use a Hearing Officer for appeals of suspensions, fines, demotions or disciplinary discharges filed pursuant to Article 15, Grievance Procedure, of this Agreement.

1. Conduct Of Hearings

Hearings will be closed to the public unless otherwise requested by the appellant.

Hearings will be tape recorded. Copies of the tape(s) will be available to the appellant, if desired, for no charge. Transcripts of the taped proceedings will be available upon request, at the requesting party's expense.

Closing arguments shall be oral; provided, however, that either party may elect to submit a closing brief. Such an election must be made following the presentation of closing arguments. Briefs are to be submitted to the Hearing Officer within twenty (20) calendar days of the close of the hearing. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

2. Hearing Officer Responsibilities

Hearing Officers shall be responsible for the conduct of the hearing and shall identify the appeal issue, determine relevant facts, assess the credibility of witnesses, evaluate the evidence and render an advisory decision to the Civil Service Board.

The Hearing Officer shall render written findings and recommendations to the Civil Service Board within thirty (30) calendar days of the close of the hearing. If briefs are submitted, the recommendation shall be submitted to the Board within fifty (50) calendar days of the close of the hearing.

The Hearing Officer shall provide the Civil Service Board the following documents which shall constitute the official hearing record:

- 2.1. A summation page delineating the case name, issue, brief summary of the case and his/her recommendation.
- 2.2. A complete written report documenting the findings.
- 2.3. Any documentary evidence, written motions and briefs submitted.
- 2.4. The cassette tape(s) of the hearing.

3. Civil Service Board Responsibilities

Upon receipt of a Hearing Officer's recommendation, the Board Secretary shall schedule the case for the next available Civil Service Board meeting. The Board will make every effort to schedule a case within thirty (30) days of receiving the Hearing Officer's recommendation.

In reaching a decision, the Board shall review the hearing record and may review the cassette tape(s) of the hearing. The Board's decision shall be made in accordance with Ordinance No. 8979 C.M.S., as amended, which requires a majority of a quorum to accept, reject or modify an appeal.

Final determinations will be issued in writing, within ten (10) days of the conclusion of the Civil Service Board review of the Hearing Officer's recommendation. Copies of the Board's determination and the recommendation of the Hearing Officer shall be forwarded to the appellant, appellant's representative, City Attorney's Office and the affected City Department.

4. Costs

Costs for the Hearing Officer shall be borne equally by the City and the CMEA as representative of the appellant.

Costs for transcribing hearing tapes shall be borne by the requesting party.

Costs for a copy(s) of the hearing tape shall be borne by the requesting party.

APPENDIX D - MILITARY LEAVE PAY AND BENEFITS

OAKLAND CITY COUNCIL
RESOLUTION No. 77044 C.M.S.

W. Ramsey

RESOLUTION EXTENDING CERTAIN PAY AND BENEFITS
TO CITY EMPLOYEE MEMBERS OF THE MILITARY
RESERVE RECALLED TO ACTIVE DUTY IN RESPONSE TO
THE EVENTS OF SEPTEMBER 11, 2001

FILED
OFFICE OF THE CITY CLERK
OAKLAND
02 MAR 14 PM 1:20

WHEREAS, the President of the United States has signed an order to recall persons in the military reserve to active duty in order to combat the terrorist threat to our nation; and

WHEREAS, some of those reservists are City employees; and

WHEREAS, the City of Oakland currently provides military leave continuance of certain pay and benefits for a maximum of 30 calendar days per fiscal year to employees who have been in City service for at least one (1) year and have been ordered to report to active duty; and

WHEREAS, the City Council believes it to be in the public interest to ensure that those employees recalled to active duty during this crisis are able to continue providing for their families while in the service of their country without undue hardship or loss; and

WHEREAS, several City employees have been recalled to active military duty and have or are near to exhausting the 30 calendar days of military leave pay and benefits currently provided for; now, therefore, be it

RESOLVED: That any full-time employee of the City of Oakland who has a least one year of service or one year of combined active military service and City service and is involuntarily ordered to active duty shall continue to receive military leave pay and benefits for a period of up to 90 additional calendar days; and be it

FURTHER RESOLVED: That the military leave pay provided for by this resolution shall be discounted by the amount of active duty military pay and allowances received by the employee such that the employee does not receive more than the employee's City base pay; and be it

FURTHER RESOLVED: That the City Council does hereby delegate to the City Manager the authority to consult and confer with the City's employee organizations as to the practical details of calculating the appropriate amount of military leave pay provided for by this resolution such that the employee does not receive more in combined military leave pay and active duty military pay than the employee's City base pay, and to resolve any disputes that arise with regard to same; and be it

FURTHER RESOLVED: That the military leave benefits (as distinguished from military leave pay) provided by this resolution shall be the same as those currently provided during the initial 30 days of military leave; and be it

FURTHER RESOLVED: That the City Manager may at his discretion extend the additional period of military leave pay and benefits provided by this resolution, but in no case beyond a total period of one year for any employee; and be it

FURTHER RESOLVED: That the City Council will consider further recommendations on this matter that are deemed appropriate by the City Manager after consultation with City staff and employee organizations; and be it

FURTHER RESOLVED: That this resolution is intended to address a specific, limited need, and is not intended to create a permanent increased military leave benefit or beneficial past practice.

IN COUNCIL, OAKLAND, CALIFORNIA, MAR 26 2002, 20

PASSED BY THE FOLLOWING VOTE:

AYES- BRUNNER, ~~CHANG~~, MAYNE, NADEL, SPEES, REID, ~~WAN~~ and PRESIDENT DE LA FUENTE - 6


NOES-

ABSENT-

ABSTENTION-

Excused - Chang, WAN - 2

ATTEST

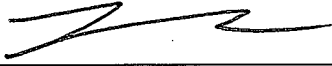

CEDA FLOYD
City Clerk and Clerk of the Council
of the City of Oakland, California

APPENDIX E - MAINTENANCE OF BENEFITS

Represented employees who currently receive full-time insurance benefits and who involuntarily have their hours of work reduced to less than full-time shall be permitted to take Voluntary Leave Without Pay to Save City Funds (VTN) for the reduction in hours.

CITY OF OAKLAND, a municipal
corporation

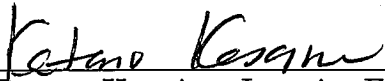
CONFIDENTIAL MANAGEMENT
EMPLOYEES ASSOCIATION



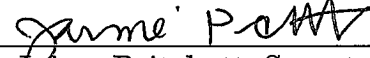
Fred Blackwell
Interim City Administrator
Date: 3/25/14



Jamie Smith, Vice President
Date: 3.28.2014



Katano Kasaine, Interim ER
Director/Treasurer
Date: 3/25/14



Jaime Pritchett, Secretary
Date: 3/28/14



Sonia Lara, Principal Employee
Relations Analyst
Date: 3/25/14

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2013 AUG -6 PM 2: 21

Approved as to Form and Legality


City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. 84590 C.M.S.

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OAKLAND AND THE CONFIDENTIAL
MANAGEMENT EMPLOYEE ASSOCIATION, REPRESENTING
EMPLOYEES IN REPRESENTATION UNIT U31, FOR THE PERIOD OF
JULY 1, 2013 THROUGH JUNE 30, 2015**

WHEREAS, the Memorandum of Understanding to be entered into between the City of Oakland and the Confidential Management Employee Association has been presented to the City Council for determination pursuant to Section 3505.1 of the Government Code of the State of California: and

WHEREAS, the key provisions of the Memorandum of Understanding are described in the Report from the City Administrator dated July 30, 2013; and

WHEREAS, the terms and conditions contained in said Memorandum of Understanding are in the best interests of the City; now, therefore, be it

RESOLVED: That said agreement be, and is, hereby approved; and be it

FURTHER RESOLVED: That the provisions of said Memorandum of Understanding are effective as of July 1, 2013.

IN COUNCIL, OAKLAND, CALIFORNIA, JUL 30 2013

PASSED BY THE FOLLOWING VOTE:

AYES - ~~8~~ GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN - 7


NOES - 0

ABSENT - 0

ABSTENTION - 0

Excused - Brooks - 1

ATTEST:


LaTonda Simmons

City Clerk and Clerk of the Council
of the City of Oakland, California