MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF OAKLAND

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL NO.1245

CITY OF OAKLAND

JULY 1, 2017 THROUGH JUNE 30, 2019

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PREAMBLE

We the undersigned, duly appointed representatives of the City of Oakland and of the International Brotherhood of Electrical Workers, Local 1245, a recognized unit member organization, hereinafter referred to as "City" and "Union", having met and conferred in good faith, and having agreed on certain recommendations to be submitted to the City Council of the City of Oakland, do hereby jointly prepare and execute on the September 21, 2015, the following written Memorandum of Understanding. It is understood that the provisions herein set forth and as modified in Appendix C supersede previous Memoranda of Understanding between City and Union and apply to City of Oakland unit members officially designated to be members of Representation Unit IE1 -- Electrical Workers and part-time City of Oakland unit members officially designated to be members of Representation Unit TV1 -- Part-time Electrical Workers, represented by Union.

ARTICLE 1 - GENERAL PROVISIONS

1.1 Recognition

The City agrees to recognize the Union as the exclusive recognized bargaining representative**,** within the scope of representation as described in the Meyers-Milias-Brown Act, as amended, and the Unit member Relations Rules adopted by the City Council, of Unit IE1 - Electrical Workers, composed of the following classes: Electrician Helper, Electrician, Electrician Leader, Telecommunications Electrician, Senior Telecommunications Electrician and Telecommunications Technician and Telephone Service Specialist; and Unit TV1 - Part-Time Electrical Workers, composed of the classification of Part-time Electrician as set forth in **Appendix C**.

ARTICLE 2 – NONDISCRIMINATION

2.1 Discrimination Prohibited

The City and the Union agree that they shall not discriminate in any way within the meaning of the law, on account of race, color, creed, religion, sex, national origin, political affiliation, age, sexual orientation, disability, Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex ("ARC"), or marital status of a member legally qualified to perform the job. The City further agrees that no unit member shall be discriminated against because of Union membership, or protected union activity.

2.2 Reasonable Accommodation

The City will make reasonable accommodation for a unit member's known physical or mental disability unless the City demonstrates that the proposed accommodation will produce undue hardship to the City's operation or that the City is otherwise not obligated to accommodate the unit member. Reasonable accommodations will be consistent with provisions of this MOU and of Civil Service Rules that affect the unit member being accommodated to the extent the law at the time the accommodation is implemented permits. At the request of the Union, the City agrees to discuss a proposed unit member accommodation with the Union.

ARTICLE 3 - UNION RIGHTS

3.1 Bulletin Board Space

The City shall provide reasonable space on bulletin boards for official Union notices of a non-controversial nature at each central work area.

3.2 Meeting Space

The City shall reasonably make available conference rooms and other meeting areas for the purpose of holding Union meetings during off-duty time periods. The Union shall provide timely advance notice of such meetings. The Union agrees to pay any additional costs of security, supervision, damage and clean-up, and shall comply with City regulations for assignment and use of such facilities.

3.3 Inter-Office Mail Service

Union shall be allowed reasonable use of City inter-office mail service for the distribution of non-controversial written materials for the information of stewards and officers, with proper identification of the addressees by the Union.

3.4 Union Access to Work Locations

Union officers and representatives shall be granted reasonable access to unit member work locations, upon the consent of the department head or his/her 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.

3.5 Union Stewards

The City and Union agree that good labor relations are fostered and maintained through prompt, decisive and fair adjustment of individual grievances at the lowest possible administrative level.

3.5.1 Number of Stewards

The Union may select a reasonable number of stewards in each geographic work location. The Union shall provide a current list of stewards, regularly updated, to the City, showing unit member name, classification, department, and work location. The City shall provide Union with a copy of its current instruction recognizing stewards designated by the Union.

3.5.2 Scope of Stewards

A steward may represent a member of the units covered by this Memorandum at the appropriate level of the grievance procedure concerning a dispute of the rights of the unit member under the terms of this Memorandum within the scope of representation. Stewards shall have the right, upon the request of the unit member involved, to represent such unit member in a review of the unit member's performance evaluation. This right of representation does not include the initial discussion between the unit member and the supervisor who prepared the evaluation, but it is clearly understood that each unit member has the right thereafter to request a review of his/her performance evaluation with the steward present. A steward shall also have the right, upon the request of the unit member involved, to represent the unit member at a disciplinary "Skelly" meeting. The City shall include in the "Skelly" notice of intent letter that the unit member may, if the unit member wishes, be represented at the "Skelly" meeting by a Union representative.

A. City Paid Release Time

CITY AND UNION PAID RELEASE TIME

The City and Union agree that city-paid release time is important for the Union to carry out its statutory representation obligations and to effectively meet and confer with the City of Oakland. The Union may also have discretionary requests for union-paid release time to conduct union business that is apart from city-paid release time.

City-paid and union-paid release time affect the operations of the employees' departments, therefore, the union will give the City as much advance notification as possible, and shall make a good faith effort to give a minimum of seventy-two (72) hours advance notice.

For department requests, such as for a union steward to attend a department grievance meeting, the request for release time is to be made to the employee's immediate supervisor.

For meeting and conferring, or city-wide matters including arbitrations, the request for release time is made to the Employee Relations Department. Requests for union-paid release time is also made to the Employee Relations Department.

3.5.3 Union Leadership and Steward Release Time

A steward shall be allowed reasonable time off for the purposes defined in the City and Union Paid Release Time with the approval of his/her department head. It is recognized that performance of the steward's job duties comes first.

Employee Release Time

An employee shall be entitled to reasonable time off without loss of compensation to confer at the work site with a union steward on representational matters in accordance with City and Union Paid Release Time section. Release time for these purposes is subject to prior notification to and approval by the employee's immediate supervisor. Approval of such release time shall not be unreasonably withheld.

Union Paid Release Time

Requests for Union-paid release times are made through the Employee Relations Department. The Union shall pay the full cost of the employee's salary through invoice by the City, within thirty (30) days of receipt.

3.6 Union Security

3.6.1 Dues Deduction

The City shall deduct, biweekly, the amount of Union regular and periodic dues and service fees as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the unit member.

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

At the time of initial employment, the Union may distribute to new unit members Union-prepared information about Agency fees and Union-prepared payroll deduction forms. On a monthly basis, the City shall provide the Union with a list of all unit members including new hires.

3.6.2 Agency Fee

3.6.2.1 Condition of Employment

Any bargaining unit member who is not a member of the Union, or who does not make an application for membership within thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit, shall as a condition of continued employment in the City become a member of the Union pay the Union an agency shop fee, or certify an exemption as a religious objector pursuant to Section 3.6.2.2, Agency Shop Fee Exemption. A unit member may authorize payroll deduction for the amount of the agency fee as described in Section 3.6.1 of this Agreement. If a bargaining unit member has not authorized a payroll deduction within thirty (30) calendar days from the date of

commencement of assigned duties within the bargaining unit, the City shall immediately begin automatic payroll deduction.

3.6.2.2 Agency Fee Exemption

Unit members who certify that they hold good faith religious beliefs that oppose membership in, or financial contributions to, labor organizations shall not be required to join or financially support the Union as a condition of employment. In lieu of the agency fee, or Union dues obligation, these unit members shall be required to contribute an amount equal to the agency fee to one of the following non-religious, non-labor charities exempt from taxation under IRS Section 501(c)(3): (1) Friends of the Oakland Public Library; (2) Friends of the Asian Branch Library; (3) Oakland Parks and Recreation Foundation; (4) the Oakland Museum Foundation; or, (5) Friends of Oakland Seniors.

3.6.2.3 Union's Obligations

The service fee payment shall be established annually by the Union, provided that this agency shop service fee will be used by the Union only for the purposes of collective bargaining, contract administration, and matters authorized by law.

The Union will comply with all applicable agency fee laws and regulations. Annually the Union will provide an explanation of the fee and sufficient financial information to enable the agency fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity, in compliance with the law, to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

3.6.2.4 Indemnification

The Union shall indemnify and save harmless the City, its officers and unit members, from and against any and all loss, damages, costs, expenses, claims, attorneys' fees, demands, actions, suites, judgments, and other proceedings arising out of any action relating to this provision including but not limited to any actions that arise out of or by reason of the Union Security provision of this Article, any action that challenges the legality or constitutionality of the agency fee provisions of this Agreement, or action taken or not taken by the City under this Section.

3.7 Distribution of Information

3.7.1 State of California Worker's Compensation Information

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

3.7.2 On The-iJob Injury Fact Sheet

The City agrees to continue using the "On-the-job Injury Fact Sheet" by distributing it at new unit member orientations and making a supply available to the Union for distribution as the Union deems appropriate. Further, the City will mail a copy of the On-the-job-injury Fact Sheet to injured unit members when their injury has been reported in accordance with established City procedures.

3.7.3 Union Information

3.7.3.1 Upon the Union's specific written request to the Employee Relations Department and provided that the disclosure does not violate state or federal law, the City shall provide all information that is necessary and relevant for the Union to discharge its representation. 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 unit members, their names, home addresses, work addresses, rates of pay, and salary schedule information.

3.7.3.2 The City agrees to make reasonable efforts to provide orientation regarding Oakland City government and unit member benefits to newly hired unit members within sixty (60) days of commencement of employment.

3.7.3.3 The City shall provide the Union with copies of any Administrative Instruction or Administrative Bulletin, periodically issued by the City, which applies to unit members.

ARTICLE 4 - CITY RIGHTS

4.1 This article, which relates to subjects covered in the Employee Relations Rules, Resolution No. 55881 C.M.S., is included in this Agreement in order to provide explanatory information agreed to be desirable by the parties. Including this Section shall in no way affect the City's rights, established by the Meyers-Milias-Brown Act as amended, which Act sets forth the basis, substantive and procedural, under which the City Council adopted the Rules.

ARTICLE 5 - COMPENSATION

5.1 Salary Schedules

5.1.1 See Appendix E – Salary Schedules

Wages for represented unit members covered by this Agreement shall be increased by four percent (4%) effective July 1, 2017; and one percent (1%) effective the first pay period in January 2019.

Wage Increase Tied to Revenue Growth

If FY 2018-19 General Purpose Fund unrestricted local tax revenues, as forecast in the Third Quarter Revenue & Expenditure Report, exceed the General Purpose Fund unrestricted local tax revenues for FY 2018-19 as approved in the FY 2017-19 Adopted Policy Budget by 4.5% or more, bargaining unit members shall receive an additional 1.0% wage increase effective retroactive to the first pay period after January 1, 2019.

For purposes of these calculations, unrestricted General Purpose Fund local tax revenues will be limited to ongoing revenues including: property taxes, sales taxes, business license taxes, utility user taxes, real estate transfer taxes, transient occupancy taxes, and parking taxes.

5.2 Salary Deductions

5.2.1 Adjustments for Overpayments

In the event the City erroneously overpays a unit member, regardless of fault, the City shall recover overpayment as described in Section 5.2.1.1

5.2.1.1 The City will provide written notice to each employee when he/she receives a wage overpayment. The notice will advise the employee of the amount of the overpayment and request that the employee either reimburse the City for the full amount of the overpayment or consent to deduct the overpayment from the employee's paychecks. The notice shall also advise employees of the right not to consent, provided however, the City may pursue appropriate legal action.

5.2.2 Court Ordered Salary Deductions

If a court of competent jurisdiction orders the City to garnish the wages of any unit member or if a court of competent jurisdiction orders the City to make payroll deductions from the unit member's wages in favor of the City or a third party, the City shall assess and collect against the unit member's regular salary

one dollar ($1.00) per deduction per pay period to compensate the City for the costs of making such court-mandated payroll adjustments.

5.3 Salary Steps

5.3.1 Initial Salary

A unit member's initial salary shall be the salary attached to the lowest rate of the salary schedule established for the classification to which the unit member is appointed; provided, however, that the appointing authority may appoint a new unit member at any step in the applicable salary schedule for the classification involved if there has been unusual difficulty in recruiting competent unit members at the lowest rate of said salary schedule and the higher rate is commensurate with the appointee's education and experience.

5.3.2 Minimum Salary Increase When Promoted

Whenever a unit member is promoted to a position of higher salary schedule, the unit member shall receive compensation at the salary schedule for the new position that represents a minimum of one rate increment over the amount the unit member received in the former position; provided, however, that the appointing authority, with discretion and for good cause, may provide for compensation at any step in the applicable salary schedule for the classification involved if the unit member has demonstrated outstanding achievement in the public service.

5.3.3 Salary Steps

Advancement within the salary schedule specified for a unit member's classification shall be on the basis of one (1) year's satisfactory service, as evidenced by a performance evaluation in the classification, without having received during that one year a step increase in salary. A salary step increase for a unit member who is entitled to such an increase shall be effective at the beginning of the pay period closest to the anniversary date of appointment in such classification falls, provided, however, that a unit member who has demonstrated outstanding achievement in the public service may receive a step increase at an interval other than set forth above.

5.4 Premium Pay

5.4.1 Overtime

Whenever, in the judgment of an authorized City official, a unit member is required to work in excess of the regular work week for his/her classification, he/she shall be compensated for such overtime worked at the rate of one and one-half (1.5) times the hourly rate of pay for his/her classification.

The City will provide a minimum of forty eight (48) hours advance notice of available overtime to be worked, whenever possible.

Overtime shall be distributed among qualified unit members as equally as possible, normally on a voluntary, rotational basis among unit members performing this kind of work during regular working hours. The City shall consider seniority as one of the primary factors in assigning overtime work.

Each department shall permit inspection of its overtime records by the Union steward or chairperson.

5.4.2 <u>Compensatory Leave</u>

City agrees to credit each unit member with sixteen (16) hours compensatory leave at the beginning of the pay period that includes July 1 during each year of this agreement. Said compensatory leave shall be used within the fiscal year in which it is credited.

Unit members may elect to receive overtime compensation in the form of compensatory leave. Limits on compensatory leave accrual shall be seventy-two (72) hour for all unit members. Any compensatory leave accrued in excess of the above stated amount shall be automatically paid to the unit member.

5.4.3 <u>Minimum Overtime Guarantee</u>

When an authorized City official requires a unit member to report to work on the unit member's day off or requires a unit member to return to work after the unit member has completed the unit member's regular shift and has left the City work site; the City shall compensate the unit member for at least two and one-half (2.5) hours at the rate of one and one-half times the hourly rate of pay for the unit member's classification.

When an authorized City official requires a unit member to work overtime contiguous to the unit member's regular shift, the City shall compensate the unit member at the overtime rate of pay for the time actually worked, with no minimum number of hours guaranteed.

5.4.4 <u>Shift Differential</u>

Whenever in the judgment of the department head it is deemed necessary for any unit member to work a night shift, such unit member shall be paid an additional five percent (5%) of their hourly rate of pay.

"Night Shift" is defined, for the purposes hereof, as five (5) or more hours between the hours of 5:00 p.m. and 8:00 a.m.

5.4.5 Acting Pay

Any unit member who has been assigned, in writing by his/her department head, and who, pursuant to such assignment, does assume and perform all of the ordinary day-to-day duties and responsibilities of a position of a higher classification other than his/her own for one (1) or more consecutive working days shall be paid a premium at the rate of seven and one half percent (7.5%) of the regular pay of the represented employee's own classification for such time worked in a higher classification. If the acting pay assignment extends beyond a consecutive sixty (60) calendar day period, the represented employee shall be paid a premium at the rate of twelve and one half percent (12.5%) of the regular pay of the employee's own classification, beginning on the sixty-first (61st) day of the acting assignment.

It is expressly understood that an unit member 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 his/her acting assignment. However, a unit member 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 his/her acting assignment, commencing on the thirty-first day of the acting assignment and continuing until said acting assignment is terminated.

5.4.6 Premium Pay During Paid Leave

Notwithstanding Article 5.4.4, above, shift differential and other regular premium pay shall continue to be paid during vacation leave, and during sick leave up to a total of thirty (30) calendar days, for an unit member who is then regularly assigned to a position in which he/she is eligible for such differential or premium pay.

5.4.7 No Pyramiding

There shall be no "pyramiding" of premium and/or overtime pay, unless otherwise provided herein, except that this provision shall not apply to unit members receiving overtime in accordance with the provisions of the Fair Labor Standards Act.

5.4.8 Commercial Driver's License Premium

Unit members with a valid Class B Commercial Driver's License, assigned to and operating a vehicle that requires a class B license shall be paid an additional ninety-six cents ($.96) per hour.

5.5 Allowances

5.5.1 Meal Allowance

5.5.1.2 Each unit member who, when directed to do so, works continuously two (2) hours or more immediately before or after his/her regular shift working day shall be paid a meal allowance of eighteen dollars ($18). If the unit member continues to work beyond the first two (2) hours, and the work is not a part of his/her regular shift, he/she shall be paid an additional meal allowance of eighteen dollars ($18) for each successive two (2) hour period so worked.

5.5.1.3 Each unit member who is directed to return to work overtime within fewer than twenty-four (24) hours after the unit member has completed his/her regular shift and has left his/her place of employment, and who so work~~s~~ four (4) hours or more shall be paid a meal allowance of eighteen dollars ($18). Unit members shall be paid an additional meal allowance of eighteen dollars ($18) for each successive four (4) hour period continuously so worked.

5.5.1.4 Each unit member who is scheduled to work overtime on his/her scheduled day off with fewer than twenty-four (24) hours advance notice and who so works four (4) hours shall be paid one meal allowance of eighteen dollars ($18). In the event the unit member continues to work on his/her scheduled day off for a total of more hours than his/her normal shift working day, he/she shall be paid such additional meal allowance(s) as may be appropriate under the formula described in the provisions of subparagraph (a) above.

It is expressly understood that, under the above provisions, meal allowances shall not be paid for overtime which is scheduled at least twenty-four (24) hours in advance where such work is not an extension of the regular workday or in those instances where the City furnishes meals.

5.5.2 Safety Shoe Allowance

For each unit member required by the City to wear safety shoes, the City shall provide a voucher from the City-designated department for up to one hundred and fifty dollars ($150) annually toward the cost of acquiring one pair of safety shoes through the City vendor.

5.5.3 Tool Allowance

The City agrees to provide annual tool allowance of seven hundred and fifty dollars ($750.00) to unit members in the classifications of Electrician Leader,

Electrician, Electrician Helper, Telecommunications Electrician, Senior Telecommunications Electrician and Telephone Services Specialist. The allowance shall be paid out to unit members currently serving in these classes annually in the month of January. New employees shall be paid within thirty (30) days of their first day of work and annually thereafter.

5.5.4 Work Clothing Reimbursement

The City agrees to provide an annual clothing reimbursement of one hundred seventy-five dollars ($175) to IBEW Local 1245 represented unit members, effective July 1, 2015, and July of each year, thereafter. Bargaining unit members who are provided a clothing reimbursement shall, as a condition of employment, wear the clothing during work hours.

The reimbursement shall be paid to the unit member after the department head has certified that the unit member has purchased the minimum complement of required clothing that meets City and departmental standards (as establish by the Department Head).

In the event that a required clothing item is damaged in the line of duty, the unit member agrees to pay the cost of repair of the damage, or replacement, in accordance with established procedures.

5.6 Certifications

The following classifications that possesses and maintains an International Municipal Signals Association (IMSA) Level III (3) certification shall receive a lump sum payment of five hundred dollars ($500) for each fiscal year the certification is current and maintained:

- Electrician Leader
- Telecommunications Electrician, Senior
- Electrician
- Telecommunications Electrician

ARTICLE 6 - INDIRECT PAY AND ALLOWANCES

6.1 Retirement Benefits

6.1.1 Tier One: 2.7% At 55 Retirement Plan – Unit Members Hired Prior to June 8, 2012

This Section 6.1.1.(including subsections) shall apply to bargaining unit members hired prior to June 8, 2012.

6.1.1.1 2.7% at 55 Retirement Plan

The 2.7% at 55 retirement plan will be available to eligible bargaining unit members covered by this Section 6.1.1.

6.1.1.2 PERS Contribution

Each 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).

6.1.1.3 Final Compensation

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 6.1.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

6.1.2 Tier Two: 2.5% At 55 Retirement Plan - Unit Members Hired On or After June 8, 2012, But Before January 1, 2013, and Classic Members as Determined by CalPERS

This Section 6.1.2.(including subsections) shall apply to bargaining unit members hired on or after June 8, 2012, but before January 1, 2013. In addition, this Section 6.1.2 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements.

6.1.2.1 2.5% at 55 Retirement Plan

The 2.5% at 55 retirement plan will be available to eligible bargaining unit members covered by this Section 6.1.2.

6.1.2.2 PERS Contribution

Each 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).

6.1.2.3 Final Compensation

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 6.1.2 shall mean the highest average annual compensation earnable by a member during the three (3) consecutive years of employment as specified in Government Code 20037.

The City agrees not to modify either the 2.7% at 55 or 2.5% at 55 retirement plan benefits for unit members vested within those plans.

6.1.3 Tier Three: CalPERS Retirement Formula for "New Members" as Defined Under the Public Employees' Pension Reform Act of 2013 (PEPRA): "New Members" as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the retirement formula set forth in PEPRA.

This Section 6.1.3 (including subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

6.1.3.1 2.0% at 62 Retirement Plan

The 2.0% at 62 retirement plan will be available to eligible bargaining unit members covered by this Section 6.1.3.

6.1.3.2 PERS Contribution

As required by Government Code Section 7522.30, all bargaining unit members covered by this Section 6.1.3 shall pay, through payroll deductions, fifty percent (50%) of the normal costs rate of the "new member" plan.

6.1.3.3 Final Compensation

As required by Government Code Section 7522.32, effective January 1, 2013, for the purpose of determining a retirement benefit, final

compensation for new members shall be based on the highest annual average of pensionable compensation earned during thirty-six (36) consecutive months of service.

6.1.4 Optional Benefits

The City shall provide represented employees with those optional benefits which it has elected to provide to represented employees in its' contract with CalPERS and in accordance with the Public Employees Retirement Law and the public Employee's Pension Reform Act of 2013. The following optional benefits under PERs apply to eligible represented employees:

6.1.4.1 Military Service Credit 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 prior of rehabilitation, plus six (6) months thereafter. (Government code Section 21024.) The represented employee is required to contribute employee and employer contributions except that service rendered prior to September 1, 1970, may be granted at no cost to the represented employee.

6.1.4.2 Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps

Represented employees may elect to purchase up to three (3) years of service credit from any volunteer service in the Peace Corps, AmeriCorps VISTA (Volunteers 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 contracting CalPERS Member Services Division. Final determination of benefit eligibility shall be made by PERS.

6.1.4.3 Post Retirement Survivor Allowance

Union death after retirement, and 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 on-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).

6.1.4.4 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 Section 21635)

6.2 Insurance Programs

6.2.1 Medical Insurance

6.2.1.1 Medical Insurance Under PEMHCA

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

An eligible newly hired unit member will be enrolled in the CalPERS PEMHCA Kaiser Plan with employee self-coverage only unless the unit member submits an Employee Benefits Enrollment form for a different PEMHCA health plan for enrollment of self and dependents, if any. Eligible unit members may waive coverage, but only if they submit evidence of coverage through an alternate group health plan provided by another employer or provider. Eligible unit members must recertify declination of coverage annually during Open Enrollment and provide proof of qualifying coverage. The exception is if a unit member has waived his/her health insurance and/or is enrolled in PEMHCA under another health plan, as CalPERS documents do not permit dual enrollment.

6.2.1.2 City Contribution to PERS

The City shall pay directly to PERS twenty dollars ($20.00) per month as a contribution towards the PEMHCA plan medical insurance premium for each active unit member and retired unit member who elects to enroll in a PHEMCA medical plan.

6.2.1.3 Change in PERS Regulations

In the event PERS requires additional employer payment in excess of twenty dollars ($20.00) per month referenced above, the City shall not

be bound by any obligation under Article 6.2.1 and 6.3, but rather the parties shall meet and confer regarding restructuring the provisions of Article 6.2.1 and 6.3 provided that, for a reasonable time period to allow for meeting and conferring, the City shall continue the benefits under these Sections B and C.

6.2.2 Other Benefits for Active Unit members

6.2.2.1 Dental Plan

The City shall contribute an amount equal to one hundred percent (100%) of the cost of unit member and dependent coverage in the City dental plans which include orthodontia and a preferred provider option. For the purpose of this provision, “dependent” shall include domestic partners of unit members who have filed a Declaration of Domestic Partnership in accordance with established City policy.

6.2.2.2 Vision Care

City agrees to provide unit member and dependent coverage in the established City vision care plan (Plan C, $10 deductible). For the purpose of this provision, “dependent” shall include domestic partners of unit members who have filed a Declaration of Domestic Partnership in accordance with established City policy.

6.2.2.3 Life Insurance

City agrees to provide a term life insurance policy for each full-time unit member equal to one times the unit member’s annual salary, including an accidental death and dismemberment benefit of equivalent amount.

6.2.2.4 Deferred Compensation

A unit member may enroll in the City's deferred compensation program.

6.2.2.5 State Disability Insurance

City agrees to cover unit members under the State of California Disability Insurance (SDI) Program. Premiums for such coverage will be paid by the City. SDI will be integrated with sick leave consistent with State law.

6.2.2.6 Dependent Care Assistance Program

The City shall maintain a Dependent Care Assistance Program (DCAP) for unit members covered by this Agreement. 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 participating unit members a fee for implementing DCAP deductions and/or payments, those unit members shall in that event be responsible for paying that fee.

6.2.3 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 unit members 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 unit member 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 effective January 1, 2016, the unit member shall receive one of either:

- $300 per month in cash; or
- $300 per month City contribution into the unit member's DCAP or MCAP account.

6.2.4 Maximum Reimbursement Amounts

The maximum annual amount that may be deducted from a unit member's annual salary for reimbursement of non-medical dependent care expenses is five thousand dollars ($5,000). The maximum amount that may be deducted from the unit member's annual salary for reimbursement of personal and dependent medical expenses is twenty-five hundred dollars ($2,500). All medical and dependent care expenses for which reimbursement is requested must comply with the requirements of the IRS code.

6.2.5 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 unit members shall be responsible for paying that fee.

6.2.6 Full Medical Insurance Comparable to Rate Charged Under PEMHCA Kaiser North Plan

For active unit members enrolled in a PEMHCA medical insurance plan, the City shall pay to PERS an amount of money on behalf of the unit member which, when combined with the amount stated in 6.2.1.2., shall be the equivalent to one hundred percent (100%) of the premium cost of the Kaiser North Health Plan. If a unit member chooses to participate in a PEMHCA plan which is more expensive than the Kaiser North Health Plan, the unit member shall pay the additional cost.

Any new member who does not submit enrollment forms within sixty (60) days of eligibility will be enrolled in the CalPERS Kaiser 1 – Party plan by default. If dependent information is on file, the new member will be enrolled in the default CalPERS Kaiser for member and spouse or family coverage for member, spouse, and dependent children.

6.2.7 Retiree Benefit

Any unit member who retires from the City on or after January 1, 1987, who has ten 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 they maintain~~s~~ their enrollment in a PEMHCA health plan the following benefit:

Effective January 1, 2000: the lesser of a monthly payment of four hundred twenty-five dollars and forty-two cents ($425.42) or one hundred percent (100%) of the unit member's PEMHCA plan premium computed by combining the provisions of 6.2.1.2 above with this benefit.

The above payments shall be made on a quarterly basis. The City shall provide the option of direct deposit if it becomes available for this benefit. The obligations set forth in this subsection shall be subject to the following conditions:

6.2.7.1 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 this benefit.

6.2.7.2 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.

6.2.7.3 An eligible family member of 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.

6.2.8 Substance Abuse Counseling

The City agrees to provide a substance abuse counseling program for unit members. A unit member shall receive no more than forty thousand dollars ($40,000) in lifetime program benefits.

6.2.9 Insurance Program Modifications

The City shall not change or amend any of the above insurance programs without first giving the Union the opportunity to meet and confer.

ARTICLE 7 - LEAVES OF ABSENCE

7.1 Sick Leave

7.1.1 Accrued Leave Status

City agrees to provide regularly to each unit member on his/her paycheck stub an unofficial record of his/her current accrued leave. Verification of a unit member's official accrued leave record will be provided upon receipt of a reasonable request for such verification by the City.

7.1.1.1 Annual Earned Sick Leave

Unit members 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 months of service.

7.1.1.2 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.

7.1.1.3 Use of Sick Leave

7.1.1.3.1 Minimum Usage

Sick leave may be used in minimum increments of one (1) hour. With the exception of unit members on attendance management program, medical verification may be requested only if a unit member's absence is in excess of three (3) workdays.

7.1.1.3.2 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 parent, spouse, child, sibling grandparent,

father-in-law, mother-in-law, grandchildren and domestic partners of represented employees who have filed a Declaration of Domestic Partnership, in accordance with established City policy.

The terms “child,” “parent,” “grandchild” and “grandparent” shall apply equally to relationships by birth, adoption, marriage or guardianship (e.g., natural children, adopted children, step children, and foster children). 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 may 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 the departure of 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.

This section does not extend the maximum period of leave to which a represented unit member 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 unit member receives sick leave compensation during that leave (see Labor Code Section 233).

7.1.1.3.3 <u>Performance Evaluation</u>

Where it is clearly established that sick leave was taken for a valid reason and is of a protracted nature (e.g., industrial injury, sickness or injury with confinement of more than ten (10) days’ duration, etc.), said absence shall not be taken into account in the performance evaluation.

7.1.1.3.4 Annual Sick Leave Sell-Back/Conversion

Unit members may sell back a portion of their unused sick leave or convert it to additional days of vacation, provided that the unit member must have a minimum of sixty (60) days of accumulated sick leave at the beginning of the calendar year (January 1). The unit member may exercise one of the following options during the month of January:

(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 six (6) 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.

7.1.1.3.5 Sick Leave Buy-Back – Leaving City

City agrees to compensate, in cash, unit members leaving City service after ten (10) cumulative years of employment, uninterrupted by a single period of absence in excess of one (1) year, for thirty-three and one-third percent (33 – 1/3%) of accrued sick leave.

7.2 Family Death Leave

7.2.1 Definition of Immediate Family

For 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, and domestic partners of unit members who have filed a Declaration of Domestic Partnership in accordance with established City policy, and parents and children of the domestic partner.

7.2.2 Entitlement

Upon approval of the department head or his/her designated representative, a unit member may be granted family death leave with

pay not to exceed five (5), but up to eight (8) working days if the employee must travel a distance one way of more than six hundred (600) miles. In special circumstances, involving exceptional hardship, the department head or designated representative may consider granting family death leave under this provision to affected unit members in the case of a death of a family member other than those specified in subparagraph (a) above. In such cases, the unit member must receive written approval from the department head or designated representative prior to departure on such leave. Such leave shall not be charged against vacation or sick leave to which a unit member may be entitled, but shall be in addition to that leave. In order to be eligible for family death leave, a unit member must have worked full-time for the City for a period of six (6) consecutive months. A unit member may be requested to furnish satisfactory verification for his/her use of family death leave. Examples of satisfactory verification include such items as: death certificate, obituary notice, funeral/memorial services notice, or proof of travel.

7.3 On-The-Job Injury Leave and Compensation

7.3.1 City Paid Leave Entitlement

A unit member shall be granted on-the-job injury/illness leave when the employee is unable to work because of any on-the-job injury or illness as defined in the California Labor code (Worker's Compensation Act). On-the job injury/illness leave shall be directly linked to a unit member's eligibility for temporary disability (TD) benefits in accordance with the California Labor Code.

7.3.1.1 Probationary Employee

An entry probationary unit member shall not be entitled to City paid leave entitlement under Section 7.3.1.

7.3.1.2 Permanent Employee

Permanent unit members shall be entitled to a maximum of sixty (60) working days of City paid on-the-job injury/illness leave per illness or injury. Reoccurrences of an injury/illness shall not be considered a new injury/illness and shall not entitle the unit member to a new sixty (60) days free period. The sixty (60) working days 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 unit member's accrued sick leave or any other accrued paid leave.

7.3.1.3 Long- Tterm Permanent Employee

Permanent unit members with ten (10) consecutive years of service to the City shall be entitled to a maximum of ninety (90) working days of City paid on-the-job injury/illness leave per injury or illness with the same standards as stated in Section 7.3.1.2.

7.3.2 Workers' Compensation Claim

An industrial 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 unit member's claim shall result in disqualification of the unit member'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 unit member's other accrued paid leave balances, or the unit member may reimburse the City in cash.

7.3.3 Physical Examination

The City's third party workers' compensation administrator may require a unit member to submit to a physical examination by a City-selected physician to verify that the injury/illness exists and occurred while the unit member was performing work for the City and/or to approve the unit member's return to work.

7.3.4 Workers' Compensation Benefits

Payment under this provision shall not be cumulative with any benefit that the unit member may receive under the California Labor Code as the result of the same injury. If, after the period of entitlement, the unit member is still disabled, the unit member may supplement any benefits paid under the Labor Code wit 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.

7.3.5 Limited/Modified Duty

Upon either party's request, City and Union shall meet to discuss the development of a limited duty policy for unit members 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 unit members; however, the policy may include coverage of non-industrially injured unit members, 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.

7.4 Military Leave

The City shall provide military leave to unit members in accordance with City Council Resolution 77044.

7.5 Jury Duty Leave

Leave of absence with pay shall be granted to a unit member who has been selected for jury duty and from which they cannot be excused. A unit member who serves on jury duty shall be paid their regular salary for the period of such duty. The unit member shall keep any fees they receive for jury duty.

7.6 Leave of Absence Without Pay

A permanent, full-time unit member may be granted a leave of absence without pay, provided that seniority shall not continue to accrue during a leave of absence without pay in accordance with Personnel Manual Section 9.02.

7.7 State Disability Insurance Coverage and Paid Leaves

A unit member may supplement any disability insurance benefits paid under a State Disability Insurance program with accumulated sick leave and vacation 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.

7.8 FMLA/CFRA and Pregnancy Disability Leave

Unit members 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.

When an employee takes family care and medical leave because of the employee's

own serious health conditions, 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.

7.9 School Activities Leave

The City shall permit a unit member 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. Unit members must give their supervisor notice at least three (3) workdays prior to the planned absence.

The unit member 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 unit member's supervisor, the unit member shall provide documentation from the school or licensed child day care facility as proof that the unit member participated in school or licensed child day care facility activities on a specific date and at a particular time.

7.10 Accrual Cash Out Upon Transfer

An employee who transfers to a classification and/or bargaining unit that does not have the same leave banks will be required to cash out leaves, at the time of transfer, that are not a benefit in the new classification and/or bargaining unit, e.g., Compensatory Time.

ARTICLE 8 - VACATION LEAVE

8.1 Entitlement

A unit member shall accrue vacation leave, from the date of his/her 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 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 unit member's anniversary date.

8.1.1 Ten (10) days per year through the first four (4) full employment years.

8.1.2 Fifteen (15) days per year beginning the fifth (5th) employment year up to and including the twelfth (12th) full employment year; provided, however, that during the tenth (10th) full employment year an unit member, on his/her anniversary date, shall receive one (1) additional day of vacation for that year only.

8.1.3 Eighteen (18) days per year beginning the thirteenth (13th) employment year up to and including the fifteenth (15th) full employment year provided, however, that during the fifteenth (15th) full employment year a unit member, on his/her anniversary date, shall receive one (1) additional day of vacation for that year only.

8.1.4 Nineteen (19) days per year beginning the sixteenth (16th) employment year up to and including the nineteenth (19th) full employment year.

8.1.5 Twenty (20) days per year beginning the twentieth (20th) full employment year up to and including the twenty-fifth (25th) full employment year provided, however, that during the twentieth (20th) and twenty-fifth (25th) full employment years, an unit member, on his/her anniversary date, shall receive one (1) additional day of vacation for those years only.

8.1.6 Twenty-five (25) days per year beginning the twenty-sixth (26th) full employment year up to and including the twenty-ninth (29th) full employment year.

8.1.7 Thirty (30) days per year beginning the thirtieth (30th) full employment year.

8.1.8 Where a new employee has had relevant years of service with a prior employer, the City Administrator may authorize a new employee to accrue vacation at a higher rate other than the initial rate set forth in Article 8.1.1.

8.2 Right to Take Accrued Leave

A unit member may take vacation with the prior scheduling approval of the department head.

8.3 Limitation on Unused Vacation Leave Balances

A unit member may defer vacation to the succeeding calendar year, provided that the amount deferred shall not exceed an amount equal to the amount of leave which would be earned by the unit member in one (1) year, at his/her accrual rate existing at the end of the calendar year. (Vacation earned as a result of holidays falling on the unit member's first day off shall be included in the amount that can be deferred to the next calendar year.) Accrued vacation in excess of the amount which may be deferred at the end of the calendar year shall be removed from the official City record of accrued vacation for a unit member.

Effective January 1, 2001, unit members may accrue vacation leave balances up to a maximum of two (2) times the unit member's annual vacation accrual rate as of the pay period containing January 1 of each year. Should the unit member's vacation leave balance exceed the allowable amount, the unit member will cease to accrue vacation leave until such time as the vacation balance is reduced below the maximum allowable balance.

8.4 Vacation Sell-Back

Unit members may sell-back to the City up to twenty (20) days of accrued vacation each calendar year:

8.5 Minimum Usage

A unit member may take vacation leave in increments of not less than one (1) day, with the prior scheduling approval of the department head, except as provided in paragraph (e) below.

8.6 Personal Business Leave

A unit member shall be allowed to take up to one (1) day per year of accrued vacation leave for personal business purposes, with the prior scheduling approval of the department head. Normally, the leave shall be taken in one-half (1/2) day increments; however, smaller increments may be granted in justified cases by the department head.

8.7 Interruption of Leave

In the event that a holiday occurs during a period of authorized vacation leave, the work day which is the holiday shall be charged as a holiday and not as a day of vacation. In the event that a unit member is seriously ill during his/her vacation, the full work day 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 City's medical consultant. It is expressly understood that the use of sick leave during vacation is reserved for serious illnesses, such as those which confine a unit member 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.

ARTICLE 9 - PAID HOLIDAYS (See Side Letter)

9.1 Designated Holidays

The following days of each year are designated as holidays:

9.1.1 January 1st.

9.1.2 The third Monday in January known as "Martin Luther King Day".

9.1.3 The third Monday in February known as "Presidents' Day."

9.1.4 The last Monday in May.

9.1.5 July 4th.

9.1.6 The first Monday in September.

9.1.7 November 11th, known as "Veterans' Day".

9.1.8 The Thursday in November appointed as "Thanksgiving Day".

9.1.9 The Friday following the Thursday in November appointed as "Thanksgiving Day".

9.1.10 December 25th.

9.1.11 Three (3) floating holidays, subject to the prior approval of the department head. Holidays are to be taken during the fiscal year in which they are earned. The floating holidays shall be credited at the beginning of the pay period that includes July 1st.

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

9.2 Christmas or New Year's Eve

9.2.1 A unit member assigned to work schedules that requires them to work on both December 24th and December 31st shall be entitled to one of the following:

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

9.2.1.2 one full work shift as paid time off on either of the above days. Such time off shall be granted by the department head, subject

to the need to provide public services. In the event than an eligible unit member is not allowed time off as provided in 9.2.1.1 or 9.2.1.2 above, he/she shall be paid overtime for the number of hours worked at the rate of time and one-half of his/her regular hourly rate of pay for the paid time off to which he/she is entitled under this provision.

In those years when Christmas and New Year's Eve fall on a Friday, a unit member assigned to work a schedule that requires him/her normally to work on either December 24th or December 31st, but not both, shall be entitled to one-half of his/her scheduled Friday work day off.

9.2.1.3 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:

9.2.1.3.1 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

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

9.3 Holiday Pay

Any shift that includes five or more hours on a holiday shall be considered a holiday shift and paid at the overtime rate of time and one-half the unit member's regular hourly rate of pay for that shift.

9.4 Holiday on Regular Day Off

9.4.1 In the event that a designated holiday falls upon a normal day off which is either a Saturday, as to a unit member who works a Monday through Friday workweek, or the first day off of his/her normal two (2) or more days off, as to a unit member whose workweek is one other than Monday through Friday, then in either such event such unit member, as the case may be, shall thereafter receive one (1) additional day of vacation therefore; and each such unit member who is required to work on such Saturday or first day off shall, in addition, receive compensation therefore at the rate of time and one-half of his/her regular base rate of pay.

9.4.2 In the event that a designated holiday falls upon a normal day off which is either a Sunday, as to a unit member who works a Monday through Friday workweek, or the second day off of his/her normal two (2) or more days off, as

to a unit member whose workweek is one other than Monday through Friday, then in either such event such unit member, as the case may be, shall receive the next following day off therefore; and each such unit member who is required to work on such Sunday or second day off shall, in addition, receive compensation therefore at the rate of time and one-half of his/her regular base rate of pay.

ARTICLE 10 - WORKING CONDITIONS

10.1 Hours of Work

The workweek of unit members in Unit E, exclusive of unit members in the Electrician Helper and the Telephone Services Specialist classifications, shall be thirty-six (36) hours per week.

The workweek of unit members in the Electrician Helper classification shall be forty (40) hours per week.

10.1.1 Rest Period

One (1) rest period of no longer than fifteen (15) minutes' duration shall be scheduled during each work period of three (3) or more hours, at the discretion of the department head or authorized supervisor. No salary reduction or time off shall be charged unit members taking authorized rest periods.

If an unit member has worked six (6) hours or more in the eight (8) hour period immediately preceding the beginning of his/her regular work hours on a workday, he/she shall be entitled, except in an emergency, to a rest period to include eight (8) hours of his/her workday without loss of his/her regular straight-time pay.

10.1.2 Lunch Period

An uninterrupted lunch period of no longer than one-half (1/2) hour shall be scheduled at or about the mid-point of each work shift, except for electricians working as trouble men whose schedules provide a paid lunch period at or about the mid-point of each work shift.

10.1.3 Public Relations

City and Union agree that those in the public service have a responsibility to be sensitive and responsive to their ultimate employer, the citizens, and that awareness of this responsibility is particularly important for field personnel or other City unit members who can be observed by the general public when taking rest periods or lunch breaks.

The parties agree that the image of the public employee in the community must be improved if high levels of employee morale are to be achieved. To this end, the parties agree to mutually pledge their best efforts over the life of this Agreement to continuously encourage unit members to be courteous, helpful, and industrious in all their public contacts and when in public view during the full duty period.

10.2 Shifts and Schedules

The City shall exercise good faith in establishing work schedules. The City's functional needs shall prevail in scheduling, provided that;

10.2.1 Changes in work schedules and shift starting times for full-time unit members shall be posted at least one (1) week in advance, except in cases of emergency or unusual circumstances.

10.2.2 City agrees to notify full-time unit members in writing of pending regular transfers or reassignments in work hours or location at least one (1) week in advance, except in cases of emergency or unusual circumstances.

10.2.3 The City, Union, and employee may agree to waive the one (1) week notice as long as such waiver is in writing signed by all parties.

ARTICLE 11 - PERSONNEL PROVISIONS

11.1 Personnel File

It is agreed that a unit member will be informed if entries of a derogatory nature are made in his/her personnel file.

A unit member may review his/her personnel file in the Personnel Department twice a year and may make copies, at his/her own expense, of the documents contained therein. It is understood that the City may establish reasonable rules for the control of said files in the implementation of this provision.

11.2 Examinations

11.2.1 Entry-Level

11.2.1.1 Residency

A City of Oakland resident competing in an entry-level examination shall be given an additional five percent (5%) on his/her score, provided he/she initially scores a passing grade on the examination. Residency shall be determined as of the date of certification of the Civil Service Eligible List for that examination.

11.2.1.2 Certification of Eligible to Fill Vacancies

Whenever an entry-level position in the classified Civil Service is to be filled, for which no reinstatement list exists, the appointing authority shall receive the entire eligible list for the entry-level position to be filled, from which a selection shall be made.

11.2.2 Promotional Examinations

Whenever a promotional position in the classified Civil Service is to be filled for which no reinstatement list exists, the appointing authority shall receive the entire eligible list for the promotional position to be filled, from which a selection shall be made.

11.3 Probationary Period

11.3.1 Entry Probationary Period

The probationary period of a unit member filling an entry level position shall not exceed twelve (12) months in duration.

11.3.2 Promotional Probationary Period

The probationary period of a unit member filling a position from a promotional examination shall not exceed six (6) months in duration.

11.4 Job Reassignment

An unit member who is permanently incapacitated from performing the regular duties of his/her classification as a result of an on-the-job injury, may, with the concurrence of the employing department and the injured unit member, be assigned to any job in the City structure provided the unit member meets the qualifications for any such position and the salary level is approximately the same. The appointment of an individual under this provision shall take precedence over any existing eligible lists.

11.5 Contracting Out

In accordance with Section 902(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.

11.5.1 Review of Proposed Contracts

In the event 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 one hundred thousand dollars ($100,000) over a period of one year or less, the City shall simultaneously provide the Union with a copy of such RFP, RFQ or solicitation. If the Union notifies the City within ten (10) working days of receipt of such materials, the City and Union shall meet and discuss the ability of represented employees, including those on a Reinstatement List, to perform such work.

11.6 Sexual Harassment and Violence in the Workplace

Any unit member 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. Subsequent to the completion of the disciplinary appeal process, the City may also order the employee(s) who violated the policy on sexual harassment or violence in the workplace to undergo mandatory training.

11.7 Child Safety and Endangerment

The Union and the City are committed to child safety and have zero tolerance for child endangerment. For unit members in any City department who work or interact with minors or children as part of the job duties, any instance of observed, reported, or reasonably suspected mistreatment or maltreatment of a child or minor will result in the

employee being placed on paid administrative leave and subject to an investigation. Employees found to have harmed or endangered a child of any age will be subject to discipline up to and including termination from employment, provided the endangerment or harm was directly related to the job duties.

11.8 Tuition Reimbursement

The City shall reimburse a unit member for the cost of job-related academic courses and books, approved in advance by the department head or the designated representative, upon successful completion, in accordance with the following table:

Grade	Reimbursement
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.

In the event that the course is graded on a pass/fail basis, reimbursement shall be seventy-five percent (75%) of the tuition fee and books, or three hundred dollars ($300), whichever is less. A unit member failing a course or receiving a grade lower than a C shall not be reimbursed.

A unit member shall be allowed to take up to two (2) courses eligible for reimbursement during any given semester or quarter, with a limit of six (6) total classes per year, regardless of whether the institution is on the semester or quarter system.

11.9 Professional Development Reimbursement

The City agrees to provide each unit member with up to two hundred dollars ($200) per year for reimbursement of items related to professional development. Such items may include 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 a receipt in aggregate amounts of at least twenty-five dollars ($25). However, all receipts for reimbursement, whatever the aggregate value, must be submitted before the end of the fiscal year, and by June 1, if feasible.

11.10 Reduction in Force

The City shall attempt, insofar as possible, to accomplish any reduction in force by attrition rather than by layoff. The City agrees to keep the Union advised of financial planning that contemplates reduction of unit members at least six (6) months in advance. The City will provide the Union with a listing of classifications that may potentially be reduced as soon as such information may feasibly be provided, but no

later than the date on which proposed budget or budget amendments are made available to the public. In the event that a reduction in force is required, it shall be carried out in accordance with the Personnel Manual and the following principles:

11.10.1 A reduction in force shall be effected on a City-wide basis for each classification to be reduced. Unit members in classifications affected by a reduction in force who are not subject to layoff may, with City approval, volunteer to be laid off.

11.10.2 Seniority in the affected class shall be a primary factor in accomplishing such a reduction in force.

11.10.3 At least two (2) weeks' notice of any reduction in force shall be provided by the City to affected unit members.

11.10.4 In recall from layoff, the last person laid off shall be the first recalled.

11.10.5 A layoff (reinstatement) list shall remain in effect for a period of three (3) years.

11.10.6 It is anticipated, in the case of a City reduction in force, that no unit member will be required to take accrued vacation prior to layoff.

11.10.7 The City will not use participants in any welfare-to-work program to replace or reduce the hours of current bargaining unit members or eliminate budgeted bargaining unit positions represented by the Union.

11.10.8 Upon the Union's request, the City will provide reports to the Union regarding the level of the City's participation in outside programs that could have an impact on working conditions of bargaining unit members.

11.10.9 Further impacts on Union represented positions that may occur as a result of the City's participation in welfare-to-work programs shall be subject to meet and confer.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Definition

A grievance is defined as any dispute that involves the interpretation or application of this agreement or disciplinary action taken against a unit member, and the application of the Personnel Rules.

With the exception of grievance concerning suspension, demotion, or termination, which may be filed at Step 2, it is the expressed intent of the parties that grievances be resolved expeditiously at the lowest possible administrative level. Toward that objective, the following steps are prescribed:

12.2 Procedure

12.2.1 Step 1

12.2.1.1 Informal Discussion

The unit member or the Union representative may present the grievance orally to the immediate supervisor within ten (10) working days of the occurrence of the dispute or within ten (10) working days from such time as the unit member or Union should reasonably have been aware of the occurrence.

12.2.1.2 Formal Submission

Should the grievance remain unresolved, the unit member or Union representative may submit the grievance in writing to the immediate supervisor within the ten (10) working days cited above. The grievance shall state the specific section of the Memorandum of Understanding, or the Personnel Rules alleged to be violated or the disciplinary action taken, and the proposed solution. The supervisor shall render a decision in writing to the unit member and/or Union representative within ten (10) working days of the formal submission of the grievance.

12.2.2 Step 2: Appeal to Department Head

Should the grievance remain unresolved, the unit member or Union representative may, within ten (10) working days of receipt of the supervisor's decision, submit the grievance in writing to the department head. The department head or director or his/her designated representative shall respond to the grievance in writing within ten (10) working days after receipt of the grievance.

12.2.3 Step 3: Employee Relations Officer - Union Staff Representative

Should the grievance remain unresolved, the unit member or Union representative may, within ten (10) working days after receipt of the department head response, submit the grievance in writing to the Unit member Relations Officer. The Unit member Relations Officer, or a designated representative, shall meet with the assigned Union Staff Representative within ten (10) working days of submission and attempt to resolve the dispute.

12.2.4 Step 4: Civil Service Board - Arbitration

Should the grievance remain unresolved, within fourteen (14) calendar days of the meeting described in Section 12.2.3, either party may submit the grievance to an impartial arbitrator who shall be selected by mutual agreement or, if such agreement is not reached, by alternately striking names from a list of five arbitrators submitted by the State Mediation and Conciliation Service. Alternatively, in the case of a grievance concerning discharge or disciplinary action against a unit member, the Union may elect to submit such grievance to the Civil Service Board instead of to an arbitrator. The Civil Service Board may elect to use a Hearing Officer for such appeals as described in Appendix A. In the event that the Union elects to submit such grievance to the Civil Service Board, the filing of the written grievance in accordance with the provisions of Step 1 (b) above shall satisfy the requirement of the Personnel Ordinance that the unit member gives notice of intent to appeal a discharge or disciplinary action.

If arbitration is selected, it is agreed that the arbitrator’s decision shall be final and binding on all parties and the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have no power to add to or subtract from the provisions of this agreement or of the Personnel Rules.

Notwithstanding the above, the option of arbitration may not be elected in grievances filed by probationary unit members whose basis is failure to successfully complete the probationary period.

12.3 Time Limits

Time limits prescribed in Section B above may be extended by mutual agreement of the parties. Failure by the unit member or Union to follow the time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so extended, shall cause the grievance to move to Step 2 or Step 3, whichever is the next level.

12.4 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. In the case of a unit member appearance, he/she shall be compensated at his/her regular rate of pay for actual time spent in such appearance.

12.5 Immediate Arbitration

Either party may waive the time limits specified herein and proceed to immediate arbitration in any case where either party alleges the other is threatening to take an action in violation of this Agreement in so short a period of time as to disallow the other party from proceeding within said time limits. Proceeding to arbitration under this section shall be by mutual agreement, and such agreement shall not be withheld by either party arbitrarily.

In any such case, the Arbitrator shall have no power to add to or subtract from the provisions of this Agreement or of the Personnel Rules, but shall have power to issue an order to the party initiating the grievance to abide by the normal time limits provided in this Article.

An Arbitrator to hear such case shall be selected by the parties from a panel of three (3) arbitrators mutually agreed upon when the provisions of this Section E are invoked. The first Arbitrator, in designated order from the panel, available within a 48-hour period shall be selected.

No post-hearing briefs shall be permitted, and the Arbitrator shall render a decision at the conclusion of the hearing.

12.6 Consolidation

Concurrent grievances alleging violation of the same provisions shall be consolidated for the purpose of this procedure as a single grievance.

ARTICLE 13 - GENERAL PROVISION

13.1 Resolution

It is understood that this Memorandum or any part thereof is not binding upon the City until and unless the same or provisions of same be adopted by ordinances or resolutions of the City Council. This Memorandum of Understanding resolves in full, for its duration, all issues between the parties concerning wages, hours and other terms and conditions of employment.

13.2 Savings Clause

In the event any portion of this Memorandum 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 re-written to conform as nearly as possible to the original intent.

13.3 Duration

Except as stated in specific sections of this Agreement, this Agreement shall become effective upon ratification by the City Council and employees, and shall remain in effect through June 30, 2017.

13.4 Completion of Negotiations

The terms and conditions described in this Agreement represent the full and complete understanding between the City and the Union. The City and the Union expressly waive the right to meet and negotiate with respect to any subject covered in this Agreement. This Agreement terminates and supersedes those partial practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in this Agreement. The parties agree that during the negotiations that culminated in this Agreement, each party enjoyed the opportunity to make demands and proposals or counter-proposals with respect to any matter, even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this Agreement.

Nothing in this Completion of Negotiations section precludes the City and the Union from mutually agreeing to modify this Agreement.

13.5 Temporary and Part-Time Employees

The City and the Union shall establish a Temporary and Part-time Committee to discuss the reduction of temporary and part-time appointments and where appropriate in light of operational concern, conversion of such positions to full time permanent jobs.

The committee shall meet quarterly and employees will receive release time to participate.

13.6 Golden Handshake Committee

The City and the Union agree to jointly establish a committee to study the cost, savings and feasibility of implementing the CalPERS “Golden Handshake” program to provide incentives for early retirement to reduce the city’s workforce through attrition, reduce layoffs and shutdowns, develop long term savings for the City.

13.7 Parity

If the City reaches an agreement with another recognized miscellaneous employee organization, or imposes on another recognized miscellaneous employee organization, a wage increase which is greater than that provided herein, taking into account compounding and timing differences, City employees covered by this Memorandum shall receive that same increase effective with the first pay period after the ratification of that other agreement or the date of that imposition. This section shall sunset on June 30, 2019.

APPENDIX A - CIVIL SERVICE APPEAL

The City of Oakland, hereinafter referred to as "City", and the International Brotherhood of Electrical Workers, hereinafter referred to as "Union", hereby agree that the Civil Service Board may elect to use a Hearing Officer for appeals of suspensions, fines, demotions or disciplinary discharges filed pursuant to Article VI, entitled "Grievance Procedure", of the current Memorandum of Understanding between the parties.

1. Hearing Officer Panel

   A hearing officer shall be mutually selected by alternately striking names from a list of five (5) arbitrators submitted by the State Mediation and Conciliation Service.

2. Conduct of Hearings

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

   Hearings will be tape recorded. Copies of the tape will be available to the appellant, if desired, for a nominal charge. Transcripts of the taped proceedings will be available upon request at the requesting parties' expense.

   Closing arguments shall be oral; provided, however, that either party may elect to submit a closing brief following the presentation of closing arguments. Briefs are due to the Hearing Officer within ten (10) calendar days of the close of the hearing. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

3. 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 a written recommended finding to the Civil Service Board within thirty (30) calendar days of the close of the hearing. If briefs are submitted, the recommendation shall be due to the Board within forty (40) 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:

   a. A summation page delineating the case name, issue, brief summary of the case and his/her recommendation.

   b. A complete written report documenting the hearing.

   c. Any briefs submitted.

   d. The cassette tape(s) of the hearing.

4. Civil Service Board Responsibilities

After receiving 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) calendar days of receiving the Hearing Officer's recommendation.

In reaching a decision, the Board shall review the Hearing Officer's report and the cassette tape of the hearing. The Board's decision shall be made in accordance with Ordinance No. 8979, 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.

6. Costs

Costs for the Hearing Officer shall be borne by the City.

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

Cost for a copy of the hearing tape shall be borne by the requesting party.

APPENDIX B - SHIFT ASSIGNMENTS

Shift assignments for unit members covered by this Memorandum of Understanding shall be made according to the following provisions:

1. There will be up to two (2) night shifts, from 3:00 p.m. to 11:00 p.m. or other eight (8) hour night shift period as mutually agreed between the assigned unit member and his/her supervisor, Monday through Friday during the term of this Memorandum of Understanding.

2. All work performed outside of the established shifts or on holidays will be handled on a call-back basis pursuant to the provisions for call-backs as stated in this Memorandum of Understanding.

3. To be eligible for shift assignments, a unit member must be an Electrician with experience in traffic signal and street light repair. The unit member must maintain at least a standard performance rating.

4. Shift assignments will be made in one (1) week increments for a period of up to three (3) months and may be extended upon the request of the unit member at the discretion of management.

5. Shift assignments will be voluntary, based on eligibility and seniority - highest seniority prevailing.

6. In the event shift assignments cannot be filled voluntarily, assignments will be made based on eligibility and seniority - lowest seniority prevailing.

7. A standby list of eligible unit members will be established and standby assignments will be rotated through the list. Standby assignments shall be made for a seven (7) day period, beginning at 3:00 p.m. Monday and terminating at 7:00 a.m. the following Monday. (Assignments will be extended by one (1) day if Monday is a holiday.) Standby assignments will be in addition to normal work assignments.

8. In the event there are fewer than five (5) volunteers on the standby list, assignments will be made based on seniority - lowest seniority prevailing.

9. A unit member on standby assignment will be placed on standby duty and be subject to call-back only during weekends, holidays and during those hours when a shift unit member is unavailable for duty.

10. To be eligible for standby assignments, a unit member must be an Electrician or Electrician Leader with a standard or better performance rating and possess a valid California Class B driver’s license (or be in the process of obtaining one.) The unit member must have experience in traffic signal and street light repair. The unit member will be expected to respond to the Municipal Service Center within forty-five (45) minutes

of receiving a call. Management will have the right to determine eligibility based on the best interests of the City.

11. Unit members on standby duty must be available for call-back during the entire duty period. It shall be the responsibility of the unit member to maintain a line of communication with the dispatch center so he/she may be contacted at any time during the duty period. A pager and/or other communications device will be provided by the City.

12. If a unit member on standby duty is called back to work and the period worked extends beyond the minimum overtime guaranteed by the Memorandum of Understanding, overtime will end at the time the unit member leaves the Municipal Service Center.

13. City vehicles will not be taken home by personnel on standby duty.

14. When assigned to standby duty by the department head or other authorized representative, a unit member shall be paid an amount equal to one and seventy-five hundredths (1.75) hours straight time pay for standing by for each eight (8) hour duty period so assigned.

APPENDIX C - PART TIME PERSONNEL

The City of Oakland, hereinafter referred to as "City", and the International Brotherhood of Electrical Workers, Local 1245, hereinafter referred to as "Union" hereby agree that part time unit members in Unit V will be hired on a temporary basis (not to exceed six (6) months) for special projects, for relief assignments, or to augment the regular workforce. The City may hire such temporary unit members through the Union's hiring hall or from a current City eligible list, provided such unit members meet the City's minimum qualifications for the positions being recruited. Prior to employing part-time personnel, the City will first maximize overtime opportunities for full-time unit members, provided such overtime does not impact maintenance service levels, is economically feasible and does not delay project deadlines. Additionally, in deploying personnel to special projects, the City will, to the extent that it is operationally and economically feasible and does not impact normal maintenance service levels, offer such assignments to its regular unit members before hiring temporary unit members.

The City and the Union also agree that the provisions of this Memorandum of Understanding which apply to unit members in Unit V are as follows:

Preamble

ARTICLE 1 - GENERAL PROVISIONS - Entire Article.

ARTICLE 2 - NONDISCRIMMINATION

2.1 Discrimination Prohibited.

ARTICLE 3 – UNION RIGHTS - Entire Article

ARTICLE 4 – CITY RIGHTS - Entire Article

ARTICLE 5 - COMPENSATION

5.1 Salary Schedules

5.3 Salary Deductions

5.4 Salary Steps

Only 5.4.1 and 5.4.3 (as modified below) apply.

5.4.3 Salary Steps

Advancement within the salary schedule specified for a unit member's classification shall be on the basis of completion of two thousand eighty (2080) hours of continuous service time in such classification without having

received during said two thousand eighty (2080) hours of service time a step increase in salary. A salary step increase for a unit member who is entitled to such an increase shall be effective at the beginning of the pay period in which the unit member completed the required continuous service time.

5.5 Premium Pay

1. Overtime

Whenever unit members are required to work in excess of forty (40) hours within the designated FLSA work period, they shall be compensated for such overtime worked at the rate of one and one-half times the regular hourly base rate of pay for their classifications.

2. Health and Welfare Premium

The City agrees to pay a health and welfare premium of forty-six cents ($.46) per hour in addition to the hourly rate of pay for the unit member's classification for each hour worked.

ARTICLE 6 – RETIREMENT CONTRIBUTIONS

A. Retirement.

The City of Oakland, in compliance with Treasury Regulations Section 31.3121 (b)(7), hereby agrees to adopt a deferred compensation plan for part-time unit members in Representation Unit V such plan to be in accordance with the guidelines set forth in Internal Revenue Code Section 457, and to be implemented according to the following conditions:

1. The City will contribute 3.75% of each participating unit member's wages including overtime, "health and welfare premium" and shift differential, to a deferred compensation plan administered by The Prudential and referred to by the administrator as an "Index Account". Each participating unit member will contribute an equivalent 3.75% of "wages", as that term is described above.

2. Participating unit members who are required by law to pay 1.45% of their wages as the Medicare portion of F.I.C.A. taxes shall continue such payments.

3. The City will provide information to participating unit members pertaining to the deferred compensation plan described above at the time of enrollment.

B. State Disability Insurance

City agrees to cover unit members with the State of California Disability Insurance Program (SDI). Premiums for such coverage will be paid by the City.

3. On-the Job-Injury Leave

In the event a unit member is injured in the performance of duties, the unit member will be entitled to Workers' Compensation as prescribed by law.

ARTICLE 10 - WORKING CONDITIONS – Entire Article (as modified below).

10.1 Hours of Work

The Department Head, subject to regulation and control by the City Manager, shall determine the number of hours of work per day and work week which any part-time unit member shall be required to work, or whether such part-time unit member shall work at all, provided, however, that in accordance with City Charter Section 902, no part-time unit member shall work more than one-half the established working hours within a calendar year. Additionally, part time unit members may be removed from employment for any reason other than those prohibited by law without recourse to any appeal process, including the grievance procedure.

10.1.1 Rest Period

10.1.2 Lunch Period

10.1.3 Public Relations

10.2 -Shifts and Schedules

City shall exercise good faith in establishing work schedules. The functional needs of the City shall prevail in scheduling, provided, however, that:

1. Changes in work schedules and shift starting times for part-time unit members shall be posted at least one (1) week in advance, except in cases of emergency or unusual circumstances; and

2. City agrees to notify part-time unit members in writing of pending regular transfers or reassignments in work hours or location at least one (1) week in advance, except in cases of emergency or unusual circumstances.

ARTICLE 11 - PERSONNEL PROVISIONS - Nothing Shall Apply

ARTICLE 12 - GRIEVANCE PROCEDURE - Entire Article (as modified below)

12.1 Definition

For the purposes of this procedure, a grievance is defined as an alleged violation of the Memorandum of Understanding that adversely affects the grieving unit member.

12.2 Procedure

12.3 Time Limits

12.4 Witnesses

12.5 Class Action Grievance

12.6 Immediate Arbitration

12.7 Consolidation

ARTICLE 13 - GENERAL PROVISION – Entire Article

APPENDIX D - MILITARY RESERVE BENEFITS

OAKLAND CITY COUNCIL

RESOLUTION NO. 77044 C.M.S.

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

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

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 2 6 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

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

APPENDIX E – SALARY SCHEDULE

REP	CLASS	TITLE	STEP	GRADE	7/1/2017	01/1/2019
IE1	TR128	Electrician	1	IE1.72.001	40.00	40.40
IE1	TR128	Electrician	2	IE1.72.001	40.90	41.31
IE1	TR128	Electrician	3	IE1.72.001	41.98	42.40
IE1	TR128	Electrician	4	IE1.72.001	43.02	43.45
IE1	TR128	Electrician	5	IE1.72.001	44.14	44.58
IE1	TR129	Electrician Helper	1	IE1.80.001	23.31	23.54
IE1	TR129	Electrician Helper	2	IE1.80.001	24.53	24.77
IE1	TR129	Electrician Helper	3	IE1.80.001	25.81	26.07
IE1	TR129	Electrician Helper	4	IE1.80.001	27.17	27.44
IE1	TR129	Electrician Helper	5	IE1.80.001	28.60	28.89
IE1	TR130	Electrician Leader	1	IE1.72.003	46.42	46.89
IE1	TR130	Electrician Leader	2	IE1.72.003	47.55	48.03
IE1	TR130	Electrician Leader	3	IE1.72.003	48.68	49.16
IE1	TR130	Electrician Leader	4	IE1.72.003	49.90	50.40
IE1	TR130	Electrician Leader	5	IE1.72.003	51.12	51.63
TV1	TR131	Electrician, PT	1	TV1.72.001	39.02	39.41
TV1	TR131	Electrician, PT	2	TV1.72.001	39.89	40.29
TV1	TR131	Electrician, PT	3	TV1.72.001	40.95	41.36
TV1	TR131	Electrician, PT	4	TV1.72.001	41.98	42.40
TV1	TR131	Electrician, PT	5	TV1.72.001	43.06	43.49
IE1	TR182	Telecommunications Electrician	1	IE1.75.001	40.00	40.40
IE1	TR182	Telecommunications Electrician	2	IE1.75.001	40.90	41.31
IE1	TR182	Telecommunications Electrician	3	IE1.75.001	41.98	42.40
IE1	TR182	Telecommunications Electrician	4	IE1.75.001	43.02	43.45
IE1	TR182	Telecommunications Electrician	5	IE1.75.001	44.14	44.58
IE1	TR183	Telecommunications Electrician, Sr	1	IE1.72.003	46.42	46.89
IE1	TR183	Telecommunications Electrician, Sr	2	IE1.72.003	47.55	48.03
IE1	TR183	Telecommunications Electrician, Sr	3	IE1.72.003	48.68	49.16
IE1	TR183	Telecommunications Electrician, Sr	4	IE1.72.003	49.90	50.40
IE1	TR183	Telecommunications Electrician, Sr	5	IE1.72.003	51.12	51.63

IE1	TC140	Telecommunications Technician	1	IE1.80.002	32.40	32.73
IE1	TC140	Telecommunications Technician	2	IE1.80.002	34.09	34.43
IE1	TC140	Telecommunications Technician	3	IE1.80.002	35.89	36.25
IE1	TC140	Telecommunications Technician	4	IE1.80.002	37.78	38.16
IE1	TC140	Telecommunications Technician	5	IE1.80.002	39.76	40.16
IE1	TC142	Telecommunications Technician, PT	1	IE1.80.002	32.40	32.73
IE1	TC142	Telecommunications Technician, PT	2	IE1.80.002	34.09	34.43
IE1	TC142	Telecommunications Technician, PT	3	IE1.80.002	35.89	36.25
IE1	TC142	Telecommunications Technician, PT	4	IE1.80.002	37.78	38.16
IE1	TC142	Telecommunications Technician, PT	5	IE1.80.002	39.76	40.16
IE1	AP340	Telephone Services Specialist	1	IE1.75.002	44.63	45.08
IE1	AP340	Telephone Services Specialist	2	IE1.75.002	45.68	46.14
IE1	AP340	Telephone Services Specialist	3	IE1.75.002	46.78	47.25
IE1	AP340	Telephone Services Specialist	4	IE1.75.002	47.97	48.45
IE1	AP340	Telephone Services Specialist	5	IE1.75.002	49.13	49.62

Approved as to Form and Legality

City Attorney

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

2017 DEC 14 PM 3:52

Resolution No. 87008 C.M.S.

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL NO. 1245 COVERING THE PERIOD FROM JULY 1, 2017 THROUGH JUNE 30, 2019

WHEREAS, the Memorandum of Understanding to be entered into between the City of Oakland and the International Brotherhood of Electrical Workers 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 December 13, 2017; 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, 2017.

IN COUNCIL, OAKLAND, CALIFORNIA,
PASSED BY THE FOLLOWING VOTE:

AYES- CAMPBELL-WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN and COUNCIL PRESIDENT REID - 7

NOES- Ø

ABSENT- Ø

ABSTENTION- Ø

Excused- Brooks - 1

ATTEST: LaTonda Simmons
LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California

Approved as to Form and Legality

City Attorney

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2017 DEC 14 PM 3:52

OAKLAND CITY COUNCIL

ORDINANCE NO. 13471 C.M.S.

ORDINANCE AMENDING THE SALARY SCHEDULE OF ORDINANCE NO. 12187 C.M.S. ("SALARY ORDINANCE") TO PROVIDE COST OF LIVING ADJUSTMENTS TO THE SALARIES OF CERTAIN MISCELLANEOUS EMPLOYEES PURSUANT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS; THE COST OF LIVING ADJUSTMENTS SHALL BE AS FOLLOWS: INCREASE OF 4% EFFECTIVE JULY 1, 2017; INCREASE OF 1% EFFECTIVE JANUARY 1, 2019

WHEREAS, the Memorandum of Understanding between the City of Oakland and the International Brotherhood of Electrical Workers has been approved by the parties pursuant to Section 3505.1 of the Government Code of the State of California; and

WHEREAS, said agreements are approved and included increases to salaries of 4% for July 1, 2017, and 1% for January 1, 2019 for employees represented by the International Brotherhood of Electrical Workers; and

WHEREAS, Oakland City Charter Section 207 requires that the Council shall fix the compensation of all City employees; now, therefore

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1. Effective July 1, 2017, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the International Brotherhood of Electrical Workers are increased by 4%.

Section 2. Effective January 1, 2019, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the International Brotherhood of Electrical Workers are increased by 1%.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more others section, subsection, clauses or phrases may be declared invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

IN COUNCIL, OAKLAND, CALIFORNIA, JAN 16 2018
PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL-WASHINGTON, [redacted], GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN and PRESIDENT REID — 7

NOES - Ø

ABSENT - Ø

ABSTENTION - Ø

Excused - Gallo — 1

ATTEST: LaTonda Simmons
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

Date of Attestation: 1-19-2018

NOTICE AND DIGEST

ORDINANCE AMENDING THE SALARY SCHEDULE OF ORDINANCE NO. 12187 C.M.S. ("SALARY ORDINANCE") TO PROVIDE COST OF LIVING ADJUSTMENTS TO THE SALARIES OF CERTAIN MISCELLANEOUS EMPLOYEES PURSUANT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS; THE COST OF LIVING ADJUSTMENTS SHALL BE AS FOLLOWS: INCREASE OF 4% EFFECTIVE JULY 1, 2017; INCREASE OF 1% EFFECTIVE JANUARY 1, 2019

This Ordinance will provide cost of living increases in the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the International Brotherhood of Electrical Workers by 4% effective July 1, 2017, and by 1% effective January 1, 2019.

The Oakland City Council approved this Memorandum of Understanding between the City of Oakland and the International Brotherhood of Electrical Workers per Resolution No. 87008 on December 19, 2017, and Salary Ordinance No. 13471 on January 19, 2018.

FOR THE CITY OF OAKLAND

Sabrina Landreth, City Administrator

Allyson E. Cook, Chief Negotiator
Manager, Employee Relations

FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), Local 1245

Tom Dalzell, Business Manager

Al Fortier, Chief Negotiator
Business Representative

Michael Patterson,
Negotiating Committee, Shop Steward

Guy Navellier,
Negotiating Committee

Joseph Lawrence,
Negotiating Committee