MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

ALAMEDA MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

January 1, 2005 and ending December 20, 2008

extended December 20, 2008 through December 12, 2009

extended December 13, 2009 through December 18, 2010

extended December 19, 2010 through March 26, 2011

extended March 27, 2011 through December 31, 2011

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

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing January 1, 2005 and ending December 20, 2008.

Section 1. Recognition

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

1.2 City Recognition
The Municipal Employee Relations Officer of the City of Alameda or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of City of Alameda, hereinafter referred to as the "City", in Employer-employee relations, as provided in Resolution No. 7476 adopted by the City Council on May 21, 1969.

Section 2. Association Security

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

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

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

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

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

(4) The employee's earnings must be sufficient; after all other required deductions are made,

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

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

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

2.2 Employee Rights

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

Section 3. Association Representatives

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

Section 4. Access to Work Locations

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

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

Section 5. Use of City Facilities

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

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

Section 6. Bulletin Boards

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

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

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

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

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

Section 7. Advance Notice

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

The City agrees to post City job announcements on all bulletin boards at the earliest practical time.

Section 8. City Rights

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

Section 9. No Discrimination

There shall be no discrimination or harassment of any kind because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability,

medical condition (cancer), age, marital status, sexual orientation, denial of family care leave or Union activities against an employee or applicant for employment by the Union or by the City or by anyone employed by the City. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the essential functions of the position.

Nothing contained in this Agreement shall contravene the laws and Executive Orders of the United States of America or the State of California.

Section 10. Hours of Work

The workweek shall consist of forty (40) hours provided, however, that the classifications in Section 12.1 that are asterisked (*) shall have a workweek of thirty-seven and one-half (37-1/2) hours. FLSA exempt classifications shall have respective workdays of eight (8) and seven and one-half (7-1/2) hours.

10.1 Reduced Work Week

The parties acknowledge that for the duration of this MOU the work week in effect on November 30, 1993, will be continued as described in the memo dated 11/4/92 from the City Manager to AMCEA attached as Appendix B. The parties reaffirm that the work week has met the business needs of the City.

Section 11. Overtime, Call Back, Acting Pay

11.1 Overtime Authorization

All overtime must be authorized by the City Manager or his or her designated representative in advance of being worked.

11.2 Overtime/Comp Time Off

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

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

11.3 Management Incentive Pay (Formerly Administrative Pay)

The management incentive pay program shall be discontinued as of June 23, 2007. Beginning on June 24, 2007, all FLSA exempt classifications in MCEA shall receive a one-time increase to the annual base salary schedule equivalent to ten standard workweek days.

11.4 Acting Pay/Y-Rate

An employee who is assigned by the employee's supervisor and approved by the Department Head to perform a job in another classification during the temporary or permanent absence of an employee may be paid a Y-rate not less than five percent (5%) nor above the 5th step of the higher classification.

11.5 Supervisory Premium Pay

An employee assigned to the Executive Assistant (code 1560), or Paralegal (code 1570), classifications, who is routinely and consistently assigned by the employee's supervisor and approved by the Department Head and City Manager, to a supervisory position over other employees, subordinate classifications, or City sponsored program participants, may be paid an additional 5% of base salary as Supervisory Premium Pay.

Section 12. Salaries

12.1 Rates of Pay

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

Effective June 25, 2006, across the board increases of two percent (2%) shall be granted and is reflected in Appendix A.

Effective December 24, 2006, a two percent (2%) across the board increase shall be granted plus an additional one percent (1%) increase deferred from January 2006.

Effective June 23, 2007, Management Incentive Pay shall be discontinued; effective June 24, 2007 all management (FLSA exempt) classifications shall receive a onetime base salary increase equivalent to ten standard workweek days.

Effective the first pay period following January 1, 2008 (January 6, 2008), the basic wage rates shall be adjusted by the amount of the change as measured by the difference in the October 2006 through October 2007 Consumer Price Index (SF, OAK, SJ 1982 -1984 =100, W), with a minimum of two (2) percent and a maximum of four (4) percent.

12.2 Starting Rate

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

12.3 Step Increases

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

If the City Manager at any time determines that it is in the City's interest, he may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Section 12.3, an employee shall receive increases in salary according to the following plan:

Step 2 upon completion of twelve (12) months' service in Step 1 unless the City Manager disapproves.

Step 3 upon completion of twelve (12) months' service in Step 2 unless the City Manager disapproves.

Step 4 upon completion of twelve (12) months' service in Step 3 unless the City Manager disapproves.

Step 5 upon completion of twelve (12) months' service in Step 4 unless the City Manager disapproves.

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

Upon completion of each twelve (12) months of service, an employee shall be assigned to the

next progressive step within their respective classification until the top step or maximum salary is obtained.

12.4 Conversion Rate

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

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

12.5 Part-time

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

Section 13. Health and Welfare

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

13.1 Flexible Benefits

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

Employees who were hired by the City of Alameda on or before the date this 2005 – 2008 MOU is adopted (January 2, 2007) may choose to be covered under Plan A or Plan B as outlined below. Employees may choose to move to Plan B within the first 30 days this MOU is adopted (January 2, 2007) or at any time during open enrollment or due to a qualifying event. Once Plan B is chosen, the employee will not have the ability to move back into Plan A. All employees promoted from another bargaining unit or hired or promoted into the MCEA bargaining unit after the date this 2005 - 2008 MOU is adopted (January 2, 2007) shall be covered under Plan B.

Plan A

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

Coverage Level	2006 City Contribution	Available Cash Back Amt.*
No coverage (0 party) -	$ 869.43	$ 869.43
Employee only -	$ 962.10	$ 530.74
Employee + 1 -	$ 962.10	$ 176.05
Employee + 2 or more dependents-	$ 962.10	$ 0

*The cash back amounts are based upon an employee enrolled in the Kaiser plan. If the employee chooses a more expensive plan, the cash back amount will be less.

Effective January 1, 2007 and January 1, 2008, the City's contribution shall increase by 85 % of the increase to the Kaiser premiums based upon the coverage level for the employee + 2 or more dependents. If an employee chooses to be covered by a higher cost medical plan, they will be responsible for paying the difference in the cost for that medical plan. If an employee elects no medical coverage through the City and can document they have alternative medical coverage, they will be eligible for cash back at the "No coverage" rate. If an employee elects to have health coverage, the amount of cash back is determined based upon the City's Medical Contribution less the cost of the medical plan chosen by the employee. Employees receiving cash back will continue to be eligible to receive it. The amount of cash back will not increase from current levels; however, the amount of cash back an employee receives may change as a result of a change in enrollment based on coverage level. The cash back amounts will not be increased as premiums rise.

Plan B

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

Effective the date this 2005 -2008 MOU is adopted (January 2, 2007), the City will contribute an amount equal to the full cost of the premiums of the Kaiser medical plan based upon the employee's coverage level (employee only, employee + 1, or employee + 2 or more dependents). If an employee elects no medical coverage through the City and can document they have alternative medical coverage, they will be eligible for cash back. Currently, these contribution rates and the cash back amount are as follows:

Coverage Level	2006 City Contribution	Cash Back Amt.
No coverage (0 party) -	$ 0	$ 230
Employee only -	$ 389.38	$ 0
Employee + 1 -	$ 778.76	$ 0
Employee + dependents-	$ 1,012.39	$ 0

If an employee chooses to be covered by a higher cost medical plan, they will be responsible for paying the difference in the cost for that medical plan. Effective January 1, 2007 and January 1, 2008, the City will increase its contribution to the medical plan by the amount necessary to cover the full cost of the premiums for the Kaiser medical plan.

13.2 Dental Insurance

The City will make the necessary contributions per month per eligible employee toward the Flexible Benefits Account to provide the dental plan to the employee and eligible dependents. This coverage will be mandatory for all employees. Effective January 1, 2003, the dental program will be improved to the $2500/$2500 plan per employee and eligible dependent for annual dental care and lifetime orthodontic care.

13.3 Life Insurance

The City shall provide each employee with a One Hundred Thousand Dollars ($100,000) life insurance program. This coverage will be mandatory for all employees. Any increase in premium shall cause a like increase in the flexible benefit account.

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

13.4 Medical Plan

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

13.5 IRC Section 125

In conjunction with the Flexible Benefits Plan, the City agrees to implement an IRC Section 125 plan to redirect the employees' pre-selected amount of salary to pay employee paid insurance premiums and other approved expenses with "pre-tax" instead of "after tax" dollars.

13.6 Employee Assistance Program

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

13.7 Long Term Disability Insurance

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

Section 14. Retirement Plan

14.1 Current Retirement Plan

The present Retirement Plan between the City and Public Employees Retirement System shall be maintained at the current benefit level for the duration of this Memorandum of Understanding.

1. 2% at 55.

2. The City provides the PERS single highest year retirement benefit.

3. Employees pay their own seven (7%) percent contribution.

4. The City amended its contract with PERS during 1991 to provide for additional service credit for unused sick leave. Those employees eligible for sick leave payoff may select to use eligible payoff days for either payoff or prior service credit. There will be no maximum sick leave accrual.

5. The City will allow any employee retired under the PERS Retirement plan a one time only election to participate permanently in the City's medical plans at his or her own expense.

14.2 Future Retirement Considerations

The MCEA agrees to participate in a consolidated discussion on PERS retirement, in the event discussions with other units and economic conditions make such discussions feasible.

Section 15. Holidays

Full-time employees shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, and provided that original probationary employees shall be eligible for one (1) floating holiday only upon completion of three (3) months' service with the City. The other floating holidays may be taken upon completion of twelve (12) months of service with the City.

The authorized holidays in this City are:

(1)	New Year's Day
(2)	Martin Luther King's Birthday
(3)	President's Day
(4)	Memorial Day
(5)	Independence Day
(6)	Labor Day
(7)	Veterans Day
(8)	Thanksgiving Day
(9)	Day after Thanksgiving Day
(10)	Christmas Day
(11 – 13 1/2)	Three and one half (31/2) Floating Holidays (to be taken in the period January 1 through December 31)

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

Should an original probationary employee have his or her service with the City terminated within three (3) months of the date of hire by the City, compensation which he or she received for any holiday during that three (3) month period shall be deducted from his or her final compensation payment.

If one of the holidays listed above falls during the employee's vacation or on an employee's day off other than a Saturday or Sunday or if an employee is scheduled or required to work on a holiday, the employee shall be allowed a regular workday off at a time determined by agreement between the employee and the City Manager or his/her designated representative. If the City Manager or designated representative determines that it is not feasible to grant such other workday off, the employee shall be paid for the holiday on the basis of time and one-half (1-1/2) but not to exceed eight (8) hours for any one (1) holiday.

Section 16. Vacation

16.1 Vacation Scheduling

The times during the calendar year at which an employee shall take vacation shall be determined by the City Manager or the designated representative with due regard to the wishes of the employee and particular regard to the need of the City. All employees shall, on a form provided by the City, indicate their preference for vacation periods during November and December of each previous calendar year. Preference of vacation date shall be given to employees according to their length of service in as reasonable a manner as possible. The City will post a final vacation schedule by January 1 of each year.

An employee who is hospitalized while on vacation may elect to not charge such time to vacation.

16.2 Vacation Benefits

Every employee who, on the most recent anniversary date of his or her employment, shall have been in the service of the City for a period of one (1) year or more and shall have worked a minimum of eighteen hundred (1800) straight-time hours within the twelve (12) month period immediately preceding such anniversary date meeting the ninety-two (92%) percent work requirement, shall be entitled to a vacation as follows:

For the purposes of this section a work week is 40 hours/37-1/2 hours and a working day is 8 hours/7-1/2 hours.

Ten (10) working days of vacation with pay if he or she shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.

Fifteen (15) working days' vacation with pay if he or she shall have been in the service of the City for a period of five (5) years or more but less than six (6) years prior to such anniversary date.

Fifteen and one-half (15-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of six (6) years or more but less than seven (7) years prior to such anniversary date.

Sixteen (16) working days' vacation with pay if he or she shall have been in the service of the City for a period of seven (7) years or more but less than eight (8) years prior to such anniversary date.

Sixteen and one-half (16-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of eight (8) years or more but less than nine (9) years prior to such anniversary date.

Seventeen (17) working days' vacation with pay if he or she shall have been in the service of the City for a period of nine (9) years or more but less than ten (10) years prior to such anniversary date.

Seventeen and one-half (17-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of ten (10) years or more but less than eleven (11) years prior to such anniversary date.

Eighteen (18) working days' vacation with pay if he or she shall have been in the service of the City for a period of eleven (11) years or more but less than twelve (12) years prior to such anniversary date.

Eighteen and one-half (18-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of twelve (12) years or more but less than thirteen (13) years prior to such anniversary date.

Nineteen (19) working days' vacation with pay if he or she shall have been in the service of the City for a period of thirteen (13) years or more but less than fourteen (14) years prior to such anniversary date.

Nineteen and one-half (19-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of fourteen (14) years or more but less than fifteen (15) years prior to such anniversary date.

Twenty (20) working days' vacation with pay if he or she shall have been in the service of the City for a period of fifteen (15) years or more but less than sixteen (16) years prior to such anniversary date.

Twenty and one-half (20-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of sixteen (16) years or more but less than seventeen (17) years prior to such anniversary date.

Twenty-one (21) working days' vacation with pay if he or she shall have been in the service of the City for a period of seventeen (17)years or more but less than eighteen (18) years prior to such anniversary date.

Twenty-one and one half (21-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of eighteen (18) years or more but less than nineteen (19) years prior to such anniversary date.

Twenty-two (22) working days' vacation with pay if he or she shall have been in the service of the City for a period of nineteen (19) years or more but less than twenty (20) years prior to such anniversary date.

Twenty-two and one half (22-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty (20) years or more but less than twenty-one (21) years prior to such anniversary date.

Twenty-three (23) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-one (21) years or more but less than twenty-two (22) years prior to such anniversary date.

Twenty-three and one half (23-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-two (22) years or more but less than twenty-three (23) years prior to such anniversary date.

Twenty-four (24) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-three (23) years or more but less than twenty-four (24) years prior to such anniversary date.

Twenty-four and one-half (24-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-four (24) years or more but less than twenty-five (25) years prior to such anniversary date.

Twenty-five (25) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-five (25) years or more.

As an exception to the foregoing, the City Manager is authorized to place a new employee at a position in the vacation schedule which recognizes that said employee has left a similar position with another employer where he or she had earned a greater amount of vacation benefits than the entry step of the foregoing schedule provides. The provisions of this section are intended to apply in those instances where an incentive is needed to secure the most qualified of candidates.

Effective with calendar year 2007, vacation accumulation will convert from an annual accrual system to a pay period based accrual system. For the conversion year of 2007 only, both the January 2007 annual drop and the pay period accruals will be awarded to employees. No future annual drops will be made after January 2007. The pay period accrual system will commence with the pay period ending January 6, 2007.

16.3 Vacation Accumulation

No employee may accumulate more than ten (10) working days of vacation at any one time in addition to the employee's annual vacation entitlement. However, during the calendar year 2007 and 2008, the accumulation shall not exceed two times the employee's annual vacation entitlement. The maximum vacation accumulation shall revert back to ten (10) working days in

calendar year 2009 in addition to the employee's annual vacation entitlement. City Manager is empowered to pay off excess vacation based on Henry vs. Amrol. An employee may submit in writing a request to accumulate vacation in excess of the maximum set forth above. Such excess accumulation may be approved, at the sole discretion of the City Manager, on a case by case basis.

16.4 Vacation Pay at Termination

Upon termination of employment, a regular employee shall be paid cash value of his or her accrued vacation leave at the time of termination, in accordance with the above schedule on a pro rated basis. Vacation leave shall not be credited to any employee whose employment is terminated prior to the completion of the initial twelve (12) months of employment with the City.

16.5 Vacation Paycheck

The City agrees to deposit an employee's paycheck in his or her bank account if authorized by such employee, and if such employee is out of town on vacation on payday. The deposit of an employee's paycheck while an employee is on vacation will be done by mail to the employee's bank if the employee furnishes the proper deposit by mail form with his/her request.

Section 17. Sick Leave

17.1 Benefits

Regular and probationary employees shall accrue sick leave at the rate of one (1) day (a day being based on the employee standard work week of eight (8) hours or seven and one-half (7-1/2) hours, as the case may be), per month: provided the ninety-two (92%) percent requirement has been met and they are in a pay status one hundred sixty (160) or one hundred fifty (150) straight time hours, as the case may be, that month. There shall be no limit on sick leave accrual. Sick leave usage shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity of actual sickness or disability or medical appointments. Charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned. The City shall mail to any employee who is on sick leave and who must reimburse the City for his or her Health, Life, and Dental benefits a notification of premium due and the agreed to forms advising such employee of any applicable benefits. Those employees hired before January 1, 1987 shall be entitled to sick leave under the old plan as set forth in the Municipal Code and in Appendix C which is attached.

17.2 Notification Requirement

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

17.3 Doctor's Certificate or Other Proof

At the discretion of the employee's supervisor, proof of illness in the form of a doctor's certificate or an advice nurse statement may be required for any period of absence for which sick leave is claimed; however, when absence is for more than three (3) consecutive workdays the employee shall file such proof of illness as outlined above with the department head stating the cause of the absence.

17.4 Illness in the Immediate Family

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

17.5 Sick Leave During Probationary Period

No sick leave shall be granted during the original six (6) months of employment with the City. However, when a employee has been employed by the City for six (6) months, sick leave accumulation with pay shall be allowed for time worked in the probationary status, provided the ninety-two (92%) percent of one hundred sixty (160) straight-time hours or one hundred fifty (150) straight-time hours, as the case may be, has been met.

Section 18. Leaves of Absence

18.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leave shall normally be granted to permit the employee to engage in activities that will increase his or her value to the City upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued vacation is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on leave of absence. The decision of the City Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

18.2 Jury Duty

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

18.3 Military Leaves of Absence

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

18.4 Maternity Leave/Family Leave

Employees shall be granted a leave for pregnancy without pay or benefits as follows: Such employees may continue their employment during pregnancy if the employee's doctor certifies in writing that the employee is capable of continuing such employment without danger to herself. Prior to leaving, the employee shall advise the City Manager in writing that she will wish to return to work after the birth of her child, and she must thereafter return ready and able to work within a period of four (4) months from the date of birth, with a doctor's certificate stating that she is capable of resuming her normal full-time employment. Employees who neglect or who find it impossible to comply with the foregoing shall be deemed to have voluntarily terminated their employment with the City.

Any employee who, due to her pregnancy, suffers disabling complications prior to being granted maternity leave shall use accumulated sick leave for such disability.

The foregoing provision, Maternity Leave, shall be subject to applicable federal and state laws.

Family Leave

Family Leave shall be subject to applicable federal and state laws.

18.5 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California shall be entitled to the benefits as provided by the Workers' Compensation Laws of the State of California or, upon eligibility to retirement under the Public Employees Retirement System (PERS). Workers' Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California upon a determination that the illness or injury is

covered by the Workers' Compensation Laws of the State of California. "Integration" of accumulated sick leave with Workers' Compensation is to be automatic. For the purposes of this subsection, "integration" shall mean the use of accrued leave to supplement Worker's Compensation payments to the employee. If accumulated sick leave is exhausted, an employee may elect to utilize vacation, holiday or compensatory time to supplement Workers' Compensation payments. Except for benefits as provided by the Workers' Compensation Laws of the State of California and except for allowing employees to "integrate" accumulated leave, no additional pay or salary replacement shall be provided by the City of Alameda to the employee.

18.6 Funeral Leave

In the event of a death in the immediate family of an employee the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed four (4) regularly scheduled working days. This provision does not apply if the death occurs while the employee is on leave of absence, layoff, or sick leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren, step-parents or stepchildren where there is a child-rearing relationship. At the request of the City, the employee will furnish a death certificate and proof of relationship.

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

18.7 Catastrophic Leave Bank

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

Eligibility

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

Benefits

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

Guidelines For Donating Leave Credits To The Time Bank

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

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

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

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

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

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

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

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

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

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

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

Section 19. Probationary Period

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

The probationary period for employees is twelve (12) months.

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

Any employee rejected during the probationary period following a promotional appointment shall

be reinstated to the position from which he or she was promoted, unless he or she is discharged.

Section 20. Layoff and Reemployment – Furloughs

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

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable of performing the work required.

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

Services with the City shall be terminated by:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 21. Alternatives to Layoff

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

Section 22. Discharge

22.1 Right of Discharge

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

22.2 Appeals

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

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

Section 23. Personnel Files

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

Section 24. Grievance Procedure

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

24.1 Initial Discussions

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

24.2 Referral to City Manager

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under subsection 24.3 below which has not first been filed and investigated in pursuance of this subsection 24.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Adjustment Board.

24.3 Adjustment Board

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

If an Adjustment Board is unable to arrive at a majority decision, either the grievant, the Association or the City may request that the grievance be referred to the City Manager, or arbitration.

No Adjustment Board or Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as herein above set forth in paragraph (1) of this Section.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board or Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the Association.

24.4 City Manager and Arbitration

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

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

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

24.6 Disciplinary Action

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

24.7 Pay Claims

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

Section 25. Outside Employment

No full-time employee shall engage in employment that constitutes a conflict for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by the employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment other than occasional work from other than the City of Alameda without the approval of the City Manager, which may be withheld only if such employment constitutes a conflict for the employee or the City or which would interfere with the employee's ability to perform his or her City job.

Section 26. Miscellaneous

26.1 Rest Periods

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

26.2 Bilingual Pay Policy

In accordance with the City's Bilingual Pay Policy, the Personnel Department will designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential is Forty- Two Dollars ($42.00) per month.

26.3 Drug Free Work Place

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

26.4 State Disability Insurance

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

26.5 Educational Reimbursement

The City shall continue the education reimbursement program instituted on July 1, 1971. However, the educational reimbursement shall be increased from Two Hundred Dollars ($200.00) to Five Hundred Dollars ($500.00).

26.6 Uniform Allowance for Supervising Animal Control Officer

The Supervising Animal Control Officer will receive a uniform allowance of $750 per year to be paid in quarterly installments.

Section 27. Separability of Provisions

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

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

Section 28. Past Practices and Existing Memoranda of Understanding

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

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

Made and entered into this 2nd day of January, 2007.

ALAMEDA MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

By _____ PRESIDENT

By _____

By _____

CITY OF ALAMEDA

By _____
CITY MANAGER

_____
APPROVED AS TO FORM

CITY OF ALAMEDA
MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASOCIATION
Effective 06/25/2006

APPENDIX A

	CLASSIFICATION	BIWEEKLY				
	Management *(Exempt)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1405*	Assistant to the City Manager	2881	3025	3176	3335	3502
1013*	Assistant City Attorney II	4484	4708	4943	5190	5449
1015*	Assistant City Attorney I	4166	4374	4593	4823	5064
1017*	Deputy City Attorney II	3601	3781	3970	4168	4376
1018*	Deputy City Attorney I	2962	3110	3265	3428	3599
1683*	Risk Manager	3552	3730	3917	4113	4319
1695*	Financial Services & Budget Manager	3552	3730	3917	4113	4319
1682*	Supervising Accountant	2962	3110	3265	3428	3599
1681*	Purchasing & Payables Coordinator	2319	2435	2557	2685	2819
1680*	Accountant II	2354	2472	2596	2726	2862
1677*	Accountant I	1950	2048	2150	2257	2370
1684*	Financial & Information Systems Manager	3552	3730	3917	4113	4319
1670*	Computer Services Coordinator	2319	2435	2557	2685	2819
3180*	City Engineer	3929	4125	4331	4548	4775
3175*	Supervising Civil Engineer	3603	3783	3972	4171	4380
3150*	Senior Engineer	3333	3500	3675	3859	4052
2605*	Public Works Coordinator	3333	3500	3675	3859	4052
3080*	Contruction Inspection & Survey Supervisor	2962	3110	3265	3428	3599
2603	Public Works Superintendent	3552	3730	3917	4113	4319
2650	Public Works Supervisor	2962	3110	3265	3428	3599
1701*	Development Services Division Manager	4166	4374	4593	4823	5064
1705*	Housing Development Manager	3552	3730	3917	4113	4319
1728*	Redevelopment Manager	3552	3730	3917	4113	4319
1715*	Community Development Manager	3552	3730	3917	4113	4319
1713*	Development Manager	2962	3110	3265	3428	3599
1720*	Community Development Program Manager	2962	3110	3265	3428	3599
3205*	Building Official	3929	4125	4331	4548	4775
3215*	Supervising Building Inspector	2962	3110	3265	3428	3599
6083*	Planning Services Manager	3552	3730	3917	4113	4319
6080*	Supervising Planner	2962	3110	3265	3428	3599
6610*	Finance Manager	3110	3266	3429	3600	3780
6650*	Housing Authority Manager	3333	3500	3675	3859	4052
6655*	Housing Assistance Manager	2962	3110	3265	3428	3599
6710	Maintenance Services Coordinator	2419	2540	2667	2800	2940
5103*	Recreation Services Manager	3552	3730	3917	4113	4319
5145*	Park Manager	2962	3110	3265	3428	3599
5118*	Recreation Manager	2962	3110	3265	3428	3599
5120*	Recreation Supervisor	2557	2685	2819	2960	3108
5206*	Golf Services Manager	2962	3110	3265	3428	3599
5207*	Golf Professional	2407	2527	2653	2786	2925
5208*	Assistant Golf Professional	1514	1590	1669	1752	1840
5210	Golf Course Maintenance Superintendent	3110	3266	3429	3600	3780
3550*	Supervising Librarian	2962	3110	3265	3428	3599
4068*	Police Records & Communications Manager	2962	3110	3265	3428	3599
4090	Supervising Animal Control Officer	2557	2685	2819	2960	3108
4610*	Emergency Medical Services Education Coordinator	2962	3110	3265	3428	3599
1408*	Senior Management Analyst	2962	3110	3265	3428	3599
1410*	Administrative Management Analyst	2685	2819	2960	3108	3263
1420*	Management Analyst	2319	2435	2557	2685	2819
1430*	Administrative Services Coordinator	2104	2209	2319	2435	2557

CITY OF ALAMEDA
MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION
Effective 06/25/2006

CODE	CLASSIFICATION	BIWEEKLY				
	Management *(Exempt)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7053*	Administrative Services Manager	4166	4374	4593	4823	5064
7051*	Operations Manager	4166	4374	4593	4823	5064
7054*	Utility Services Manager	4166	4374	4593	4823	5064
7055*	Marketing Manager	4166	4374	4593	4823	5064
7200*	Engineering Supervisor	3842	4034	4236	4448	4670
7070*	Utility Planning Supervisor	3552	3730	3917	4113	4319
7798*	Telecom Operations Supervisor	3552	3730	3917	4113	4319
7057*	Senior Energy Resources Engineer	3412	3583	3762	3950	4147
7210*	Senior Electrical Engineer	3333	3500	3675	3859	4052
7702*	Line Superintendent	3272	3436	3608	3788	3977
7495*	Financial Services Supervisor	3272	3436	3608	3788	3977
7800*	CATV Tech Operations Superintendent	3272	3436	3608	3788	3977
7711*	Electrical Equipment Superintendent	3216	3377	3546	3723	3909
7704*	Assistant Line Superintendent	2974	3123	3279	3443	3615
7710*	Safety Officer	2685	2819	2960	3108	3263
7073*	Senior Utility Analyst	2962	3110	3265	3428	3599
7570*	Sales and Service Supervisor	2962	3110	3265	3428	3599
7105*	Support Services Supervisor	2962	3110	3265	3428	3599
7440*	Financial Analyst	2962	3110	3265	3428	3599
7230*	Electrical Engineer	2962	3110	3265	3428	3599
7300*	Computer Services Supervisor	2685	2819	2960	3108	3263
7610*	Marketing Coordinator	2685	2819	2960	3108	3263
7316*	Information Systems Network Analyst	2557	2685	2819	2960	3108
7425*	Senior Utility Accountant	2685	2819	2960	3108	3263
7075*	Utility Analyst	2685	2819	2960	3108	3263
7063*	Energy Management Coordinator	2490	2615	2746	2883	3027
7615*	Marketing Specialist	2490	2615	2746	2883	3027
7160*	Buyer	2490	2615	2746	2883	3027
7318*	Computer Programmer/Analyst	2319	2435	2557	2685	2819
7320*	Video Production Artist	2319	2435	2557	2685	2819
7319*	Web Technical Producer	2557	2685	2819	2960	3108
7020*	Communications Officer	1978	2077	2181	2290	2404

CODE	CLASSIFICATION	HOURLY				
	Confidential *(Non-Exempt)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7315*	Information Systems Application Specialist	28.29	29.70	31.19	32.75	34.39
7260*	Distribution Engineer	31.58	33.16	34.82	36.56	38.39
7080*	Assistant Utility Analyst	30.58	32.11	33.72	35.41	37.18
7250*	Electrical Distribution Technician	30.90	32.45	34.07	35.77	37.56
7420*	Utility Accountant	27.01	28.36	29.78	31.27	32.83
7311*	Information Systems Operation Technician	24.45	25.67	26.95	28.30	29.72
1460*	Administrative Technician III	28.29	29.70	31.19	32.75	34.39
1465*	Administrative Technician II	24.45	25.67	26.95	28.30	29.72
1470*	Administrative Technician I	22.18	23.29	24.45	25.67	26.95
1650*	Computer Services Technician	27.46	28.83	30.27	31.78	33.37
1404*	Principal Executive Assistant	29.71	31.20	32.76	34.40	36.12
1570*	Paralegal	28.29	29.70	31.19	32.75	34.39
1590*	Deputy City Clerk	26.95	28.30	29.71	31.20	32.76
1560*	Executive Assistant	25.67	26.95	28.30	29.71	31.20
1550*	Office Assistant	22.18	23.29	24.45	25.67	26.95

*Indicates classifications with thirty-seven and one-half (37-1/2) original work week; other classifications have forty (40) original work week.

APPENDIX B

City of Alameda California

November 4, 1992

Re: Alameda Management and Confidential Employees Association

This letter will confirm our agreement that:

A. Employees may voluntarily choose one of the following alternative work week options, subject to approval of the Department Head. Such workweek to commence November 15, 1992 and be for the duration of the Memorandum of Understanding which is extended to December 31, 1993:

1. Employees regularly assigned to a 40 hour work week may choose either a 38 hour work week or a 76 hour bi-weekly work week (4/9.5's or 9/8.5's).

2. Employees regularly assigned to a 37.5 hour work week may choose either a 36 hour work week or a 72 hour bi-weekly work week (4/9's or 9/8's).

3. Employees regularly assigned to either a 40 hour or 37.5 hour work week may work 19 work days per 2 consecutive pay periods.

B. It is agreed that the provisions contained herein are permitted by the Memorandum of Understanding effective January 1, 1992.

C. The vacation, holiday and sick leave benefits for employees who choose either option A.1., A.2 or A.3 above, will be per attachment Appendix A to this letter.

D. The monthly salary for each of the City employees exercising one of the alternative work week options is set forth in attachment Appendix B to this letter.

E. The parties agree that if between January 1, 1993 and December 31, 1993, the City Council grants, unless by binding arbitration, wage and/or fringe benefit improvements to any bargaining group in excess of the moneys granted to Alameda Management and Confidential Employees Association, the City shall adjust all level of wages and benefits afforded to Alameda Management and Confidential Employees Association represented unit employees by an amount at least equal to that excess amount afforded to the bargaining group.

Office of the City Manager, Room 301

City Hall
Santa Clara Avenue at Oak Street · 94501
415.748-4505

F. The parties recognize that certain classifications in the bargaining unit are not covered by the Fair Labor Standards Act and that the above understanding is to be administered and applied in accordance with the Act and appropriate regulations.

If the foregoing is in accordance with your understanding, please sign below.

Dated 11/5/92

Alameda Management and Confidential Employees Association

By

Very truly yours,

City of Alameda

By

APPROVED AS TO FORM

Robert J. Logan, Special Counsel

CITY OF ALAMEDA
M C E A

APPENDIX A
Effective December 27, 1992

SICK LEAVE ACCRUAL

40 hour week → → 38 hour week → → or 76 hours bi-weekly
8 hours/month → → 7.6 hours/month

37.5 hour week → → 36 hour week → → or 72 hours bi-weekly
7.5 hours/month → → 7.2 hours/month

VACATION ACCRUAL

40 hour week → → 38 hour week → → or 76 hours bi-weekly
1 week → → 1 week

Extra 1/2 days → → 4.75 hours
Extra 1 day → → 9.5 hours

EXAMPLE -- 16 1/2 days = 3 weeks + 14.25 hours

37.5 hour week → → 36 hour week
1 week → → 1 week

Extra 1/2 days → → 4.5 hours
Extra 1 day → → 9 hours

EXAMPLE -- 16 1/2 days = 3 weeks 13.5 hours

HOLIDAYS

40 hour week → → 38 hour week → → or 76 hours bi-weekly
104 hours/year → → 98.8 hours/year
(13 days/year) → → (10 days + 4 hours)

37.5 hour week → → 36 hour week → → or 72 hours bi-weekly
97.5 hours/year → → 93.6 hours/year
(13 days/year) → → (10 days + 4 hours)

HOLIDAY ON NON-WORKDAY EXCHANGED FOR
9/9.5 HOURS FLOATING HOLIDAY

11/2/92

November 2, 1992

Richard Rudloff, President
Management and Confidential
Employees Association
P.O. Box 1386
Alameda, CA 94501

Attn: Mr. Rudloff

Dear Sirs:

This letter will confirm our understanding that Section 18.1 Sick Leave of the Memorandum of Understanding between the City of Alameda and the Alameda Management and Confidential Employees Association shall be modified as follows:

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

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

In addition, an employee shall accrue sick leave at the rate of one (1) day per month, provided the employee has worked one hundred sixty (160) straight-time hours that month for an employee in a classification having a forty (40) hour workweek or one hundred fifty (150) straight-time hours that month for an employee in a classification having a thirty-seven and one-half (37-1/2) hour workweek, to a maximum of one hundred eighty (180) days.

Furthermore, an employee hired by the City prior to July 1, 1978, who resigns or retires from City employment and has been in the service of the City for a minimum of ten (10) years, will be eligible for payment of unused accumulated sick leave based on the following calculation:

Formula for payment of an employee's unused accumulated sick leave at the time of resignation of retirement.

One and two-tenths of one percent (1.2%) of the employee's unused accumulated sick leave, at the time of resignation or retirement, times the number of full years of service by the employee with the City, times the employee's daily pay rate at the time of resignation or retirement; provided, however, that in no event shall the payment for unused accumulated sick leave exceed thirty percent (30%) of the monetary value of the employee's unused sick leave accumulation. Unused sick leave accumulation for the purpose of payment at time of retirement or resignation shall not exceed the number of days accrued by the employee on July 1, 1978.

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

If the following is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

Very truly yours,

CITY OF ALAMEDA

By William C. Norton
City Manager

Dated: November 2, 1992

APPROVED AND ACCEPTED

ALAMEDA MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

By Richard A. Rudloff
Richard Rudloff
President

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

The City of Alameda and the Management and Confidential Employees Association (MCEA) having met and conferred in good faith pursuant to the Meyers-Milias Brown Act ("MMBA", Government Code §§ 3500 *et seq.*) and the MCEA Memorandum of Understanding ("MOU") for the period from January 1, 2005 through December 12, 2008, agree to the following amendment to that Memorandum of Understanding as follows:

The term of the Management and Confidential Employees Association (MCEA) Memorandum of Understanding (MOU) shall be extended through December 12, 2009.

Section 13.1 Health and Welfare. Effective January 1, 2009, the City contribution for 2009 Flexible Benefits for Plan A and Plan B shall be based on 2009 Kaiser premiums.

Made and entered into this 21st day of May, 2008

MANAGEMENT AND
CONFIDENTIAL EMPLOYEES
ASSOCIATION

By: _____

CITY OF ALAMEDA

By: _____
Debra Kurita
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

Approved as to Form
City Attorney

CITY OF ALAMEDA RESOLUTION NO. 14210

APPROVING AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION
AND
THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING
JANUARY 1, 2005 AND ENDING DECEMBER 20, 2008

WHEREAS, the Executive Board and Membership of the Management and Confidential Employees Association (MCEA) recognizes the financial hurdles facing the City as explained by the City Manager in her letter dated March 5, 2008; and

WHEREAS, in a spirit of effective and responsible cooperation toward an effective solution to the City's fiscal constraints, the membership of MCEA has consented to and approved a motion asking the City Council to enter into an agreement to extend the existing MCEA Memorandum of Understanding (MOU) for one year, with no enhancements to salary, benefits (other than any annual adjustment to medical insurance due to Kaiser premium increases) or existing contract terms; and

WHEREAS, there has been submitted to this Council a resulting Amendment to Memorandum of Understanding between the Management and Confidential Employees Association (MCEA) and the City of Alameda; and

WHEREAS, the Council of the City of Alameda has fully examined said proposed Amendment to the Memorandum of Understanding, a copy of which is on file in the Office of the City Clerk, and thereby finds and determines adoption of said documents to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that said Council hereby approves and adopts said Amendment to Memorandum of Understanding between MCEA and the City of Alameda.

BE IT FURTHER RESOLVED that the provision of this Resolution shall supersede any other resolution in conflict herewith.

* * * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda during the Regular Meeting of the City Council on the 20th day of May, 2008, by the following vote to wit:

AYES:	Councilmembers deHaan, Gilmore, Matarrese, Tam and Mayor Johnson - 5.
NOES:	None.
ABSENT:	None.
ABSTENTIONS:	None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 21st day of May, 2008.

Lara Weisiger, City Clerk
City of Alameda

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

The City of Alameda and the Management and Confidential Employees Association (MCEA) having met and conferred in good faith pursuant to the Meyers-Milias Brown Act ("MMBA", Government Code §§ 3500 *et seq.*) and the MCEA Memorandum of Understanding ("MOU") for the period from January 1, 2005 through December 20, 2008, and extended through December 12, 2009 agree to the following amendment to that Memorandum of Understanding as follows:

The term of the Management and Confidential Employees Association (MCEA) Memorandum of Understanding (MOU) shall be extended through December 18, 2010.

Section 13.1 Health and Welfare. Effective January 1, 2010, the City contribution for 2009 Flexible Benefits for Plan A and Plan B shall be based on 2010 Kaiser premiums.

Made and entered into this 29th day of December, 2009

MANAGEMENT AND
CONFIDENTIAL EMPLOYEES
ASSOCIATION

By: _____

CITY OF ALAMEDA

By: _____
Ann Marie Gallant
Interim City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF ALAMEDA RESOLUTION NO. 14411

Approved as to Form
City Attorney

APPROVING AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION
AND
THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING
JANUARY 1, 2005, AND ENDING DECEMBER 20, 2008, AND EXTENDED
THROUGH DECEMBER 12, 2009

WHEREAS, the Executive Board and Membership of the Management and Confidential Employees Association (MCEA) recognizes the financial hurdles facing the City; and

WHEREAS, in a spirit of effective and responsible cooperation toward an effective solution to the City's fiscal constraints, the membership of MCEA has consented to and approved a motion asking the City Council to enter into an agreement to extend the existing MCEA Memorandum of Understanding (MOU) for one additional year, with no enhancements to salary, benefits (other than any annual adjustment to medical insurance due to Kaiser premium increases) or existing contract terms; and

WHEREAS, there has been submitted to this Council a resulting Amendment to Memorandum of Understanding between the Management and Confidential Employees Association (MCEA) and the City of Alameda; and

WHEREAS, the Council of the City of Alameda has fully examined said proposed Amendment to the Memorandum of Understanding, and thereby finds and determines adoption of said documents to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that said Council hereby approves and adopts said Amendment to Memorandum of Understanding between MCEA and the City of Alameda.

BE IT FURTHER RESOLVED that the provision of this Resolution shall supersede any other resolution in conflict herewith.

* * * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda during the Special Meeting of the City Council on the 6th day of January, 2010, by the following vote to wit:

AYES:	Councilmembers deHaan, Gilmore, Matarrese, Tam and Mayor Johnson - 5.
NOES:	None.
ABSENT:	None.
ABSTENTIONS:	None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 7th day of January, 2010.

Lara Weisiger, City Clerk
City of Alameda

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

The City of Alameda and the Management and Confidential Employees Association (MCEA), having met and conferred in good faith pursuant to the Meyers-Milias Brown Act ("MMBA", Government Code §§ 3500 *et seq.*) and the MCEA Memorandum of Understanding (MOU) for the period from January 1, 2005 through December 20, 2008, extended through December 12, 2009 and extended again through December 18, 2010, agree to the following amendment to that Memorandum of Understanding as follows:

> The term of the Management and Confidential Employees Association (MCEA) Memorandum of Understanding (MOU) shall be extended through March 26, 2011.
>
> Section 13.1 Health and Welfare. Effective January 1, 2011, the City contribution for 2011 Flexible Benefits for Plan A and Plan B shall be increased for the duration of this extension. The new contribution rates will be based on 2011 Kaiser premiums. Any different contribution level resulting from ongoing negotiations shall replace this extension provision prospectively. In the event a successor MOU has not been reached at the end of this three-month extension, the City's contribution rates for Flexible Benefits beginning April 1, 2011 for Plan A and Plan B will be at the 2010 rates.

Made and entered into this 21st day of December, 2010

MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

By: _____

CITY OF ALAMEDA

By: _____
~~Ann Marie Gallant~~ LISA GOLOMAN
Acting ~~Interim~~ City Manager

APPROVED AS TO FORM

By: _____
City Attorney

Approved as to Form
City Attorney

CITY OF ALAMEDA RESOLUTION NO. 14528

APPROVING AMENDMENT BY EXTENDING MEMORANDUM OF UNDERSTANDING BETWEEN THE MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION AND THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING JANUARY 1, 2005 AND ENDING DECEMBER 20, 2008, EXTENDED THROUGH DECEMBER 12, 2009, AND EXTENDED AGAIN THROUGH DECEMBER 18, 2010 TO MARCH 26, 2011

WHEREAS, the membership of the Management and Confidential Employees Association (MCEA) has consented to and approved a motion asking the City Council to enter into an agreement to extend the existing MCEA Memorandum of Understanding (MOU) through March 26, 2011, with no enhancements to salary, benefits (other than any adjustment to health insurance due to Kaiser premium increases) or existing contract terms; and

WHEREAS, there has been submitted to this Council a resulting Amendment to Memorandum of Understanding between MCEA and the City of Alameda; and

WHEREAS, the Council of the City of Alameda has fully examined said proposed Amendment to the Memorandum of Understanding, and thereby finds and determines adoption of said documents to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that said Council hereby approves and adopts said Amendment to Memorandum of Understanding between MCEA and the City of Alameda.

BE IT FURTHER RESOLVED that the provision of this Resolution shall supersede any other resolution in conflict herewith.

* * * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda during the Regular Meeting of the City Council on the 21st day of December, 2010, by the following vote to wit:

AYES:	Councilmembers deHaan, Gilmore, Matarrese, Tam and Mayor Johnson - 5.
NOES:	None.
ABSENT:	None.
ABSTENTIONS:	None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 22nd day of December, 2010.

Lara Weisiger, City Clerk
City of Alameda

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

The City of Alameda and the Management and Confidential Employees Association (MCEA), having met and conferred in good faith pursuant to the Meyers-Milias Brown Act ("MMBA", Government Code Section 3500 *et seq.*) and the MCEA Memorandum of Understanding (MOU) for the period from January 1, 2005 through December 20, 2008, extended through December 12, 2009, extended again through December 18, 2010, and extended again through March 26, 2011, agree to the following amendment to that Memorandum of Understanding as follows:

> The term of the Management and Confidential Employees Association (MCEA) Memorandum of Understanding (MOU) shall be extended through December 31, 2011.
>
> Section 13.1 Health and Welfare. The City contribution for 2011 Flexible Benefits shall be continued for the duration of this extension at the level provided in the December 21, 2010 Amendment to the Memorandum of Understanding which extended the MCEA MOU through March 26, 2011. The contribution rates will continue to be based on 2011 Kaiser premiums. In the event a successor MOU has not been reached by December 31, 2011, the City's contribution rates for Flexible Benefits beginning January 1, 2012 will be at the 2011 rates.

Made and entered into this 14th day of March, 2011

MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

By: _____

CITY OF ALAMEDA

By: _____
Lisa Goldman
Acting City Manager

APPROVED AS TO FORM

By: _____

Approved as to Form

CITY OF ALAMEDA RESOLUTION NO. 14561

APPROVING AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION
AND
THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING
JANUARY 1, 2005 AND ENDING DECEMBER 20, 2008,
EXTENDED THROUGH DECEMBER 12, 2009,
EXTENDED AGAIN THROUGH DECEMBER 18, 2010
AND
EXTENDED AGAIN THROUGH MARCH 26, 2011

WHEREAS, the membership of the Management and Confidential Employees Association (MCEA) has consented to and approved a motion asking the City Council to enter into an agreement to extend the existing MCEA Memorandum of Understanding (MOU) through December 31, 2011, with no enhancements to salary, benefits (other than continuing any adjustment to health insurance due to Kaiser premium increases) or existing contract terms; and

WHEREAS, there has been submitted to this Council a resulting Amendment to Memorandum of Understanding between MCEA and the City of Alameda; and

WHEREAS, the Council of the City of Alameda has fully examined said proposed Amendment to the Memorandum of Understanding, and thereby finds and determines adoption of said documents to be in the best interest of the City..

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that said Council hereby approves and adopts said Amendment to Memorandum of Understanding between MCEA and the City of Alameda.

BE IT FURTHER RESOLVED that the provision of this Resolution shall supersede any other resolution in conflict herewith.

* * * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda during the Regular Meeting of the City Council on the 5th day of April, 2011, by the following vote to wit:

AYES:	Councilmembers Bonta, deHaan, Johnson, Tam and Mayor Gilmore – 5.
NOES:	None.
ABSENT:	None.
ABSTENTIONS:	None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 6th day of April, 2011.

Lara W

Lara Weisiger, City Clerk
City of Alameda