MEMORANDUM OF UNDERSTANDING

between

THE CITY OF ALAMEDA

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 1245

January 1, 2009 – December 18, 2010

Extended December 19, 2010 through March 26, 2011

Extended March 27, 2011 through December 31, 2011

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AND
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TABLE OF CONTENTS

SECTION 1. RECOGNITION 1

1.1 UNION RECOGNITION 1
1.2 AMP RECOGNITION 1

SECTION 2. UNION SECURITY 1

2.1 DUES DEDUCTION 1
2.2 AGENCY SHOP 2
2.3 EMPLOYEE RIGHTS 3

SECTION 3. UNION REPRESENTATIVES 3

SECTION 4. ACCESS TO WORK LOCATIONS 3

SECTION 5. USE OF AMP FACILITIES 3

SECTION 6. BULLETIN BOARDS 3

SECTION 7. AMP RIGHTS 4

SECTION 8. NO DISCRIMINATION 4

SECTION 9. HOURS OF WORK 4

9.1 ELECTRICAL, FACILITIES AND OTHER CLASSIFICATIONS 4
9.2 TELECOMMUNICATIONS CLASSIFICATIONS 5
9.3 CHANGE OF SCHEDULE 6

SECTION 10. INCLEMENT WEATHER 6

SECTION 11. OVERTIME, CALL BACK, MEALS 7

11.1 OVERTIME DEFINITION 7
11.2 OVERTIME AUTHORIZATION 7
11.3 COMPUTATION OF OVERTIME 7
11.4 CATEGORIES OF OVERTIME 7
11.4.1 PREARRANGED OVERTIME 8
11.4.2 SHORT NOTICE CALL-OUT 9
11.4.3 ANTICIPATED EXTENSION OF THE WORK DAY OVERTIME 10
11.4.4 UNANTICIPATED EXTENSION OF THE WORK DAY OVERTIME 10
11.5 STANDBY DUTY 11
11.6 OVERTIME RATE OF PAY 12
11.7 SYSTEM DISPATCHER 12
11.8 MEALS 13

SECTION 12. SALARIES 14

12.1 RATES OF PAY 14
12.2 STARTING RATE 14
12.3 STEP INCREASES 15
12.4 APPRENTICES 15
12.5 ACTING PAY 15
12.6 SUPPLEMENTAL PAY 15
12.6.1 SHIFT PAY 15
12.6.2 RUBBER GLOVE EDUCATIONAL INCENTIVE 15

12.7 AMP Right to Increase Pay 16

SECTION 13. HEALTH AND WELFARE 16

13.1 Medical 16
13.2 Dental 17
13.3 Life Insurance 17
13.4 Employee Assistance Program 17
13.5 Long-Term Disability Insurance 17

SECTION 14. RETIREMENT PLAN 17

SECTION 15. HOLIDAYS 18

SECTION 16. VACATION 18

16.1 Vacation Scheduling 18
16.2 Vacation Benefits 18
16.3 Vacation Accumulation 19

SECTION 17. SICK LEAVE 20

17.1 Benefits 20
17.2 Notification Requirement 20
17.3 Doctor's Certification or Other Proof 20
17.4 Sick Leave During Original Six Months of Employment 21
17.5 Sick Leave Upon Retirement or Resignation 21
17.6 Sick Leave Reward 21
17.7 Illness in the Immediate Family 21

SECTION 18. LEAVES OF ABSENCE 21

18.1 Leave without Pay 21
18.2 Jury or Witness Duty 22
18.3 Military Leaves of Absence 22
18.4 Industrial Disability Leave 22
18.5 Funeral Leave 22
18.6 Maternity Leave 23

SECTION 19. PROBATIONARY PERIOD 23

SECTION 20. PROMOTION AND TRANSFER 23

SECTION 21. LAYOFF AND RE-EMPLOYMENT 23

SECTION 22. DISCHARGE 24

22.1 Right of Discharge 24
22.2 Appeals 24

SECTION 23. PERSONNEL FILES 25

SECTION 24. GRIEVANCE PROCEDURE 25

24.1 Purpose & Definition 25
24.2 Special Provisions 25
24.3 Grievance Steps 25
24.4 Processing a Grievance 27

SECTION 25. OUTSIDE EMPLOYMENT 27

SECTION 26. MISCELLANEOUS 27

26.1 Break Period 27
26.2 Tool Replacement 28
26.3 Reimbursement for the Costs of Work-Related Study 29
26.4 Work Clothing 30

SECTION 27. SEPARABILITY OF PROVISIONS 30

SECTION 28. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING.....30
SECTION 29. LABOR MANAGEMENT COMMITTEE 30
SIGNATURE PAGE 31
APPENDIX "A" 32
APPENDIX "B" 33
APPENDIX "C" 34

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF ALAMEDA
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245

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 of Alameda through the City Council and the Public Utilities Board as the joint recommendation of the undersigned parties for salaries and employee benefits for the period commencing January 1, 2008 and ending December 18, 2010.

Section 1. Recognition

1.1 Union Recognition

International Brotherhood of Electrical Workers, Local 1245 hereinafter referred to as the "Union", is the recognized employee organization for the classifications listed in Appendix A hereinafter referred to as the "Unit".

1.2 AMP Recognition

The General Manager of Alameda Municipal Power, which is a department of the City of Alameda or any person or organization duly authorized by the General Manager, is the representative of the City hereinafter referred to as the "AMP", in employer-employee relations, as provided in Resolution No. 7476 adopted by the City Council on May 21, 1969.

Section 2. Union Security

2.1 Dues Deduction

Payroll deductions from employees in the Unit for union membership dues or agency fees shall be made by AMP only on behalf of the International Brotherhood of Electrical Workers, Local 1245.

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

(1) Payroll deductions for Union dues or agency fees shall be for a specific amount and uniform as between employee members of the Union and shall not include fines, fees and/or assessments. Dues or agency fees deduction shall be made only upon the employee's written authorization.

(2) Authorization cancellation or modification of payroll deduction for Union dues or agency fees shall be approved by the General Manager. The voluntary payroll deduction authorization shall remain in effect until employment with AMP is terminated or until canceled or modified by the employee. Employees in the Unit may authorize dues or agency fees deductions only for the Union.

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

(4) Union membership dues or agency fees shall be deducted only provided that the employee's earnings are 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 withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with AMP which would have been withheld if the 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 Union dues or agency fees deduction.

(5) The Union shall file with the General Manager an indemnity statement wherein the Union shall indemnify, defend and hold AMP harmless against any claim made and against any suit initiated against AMP for the deduction of Union dues or agency fees. In addition, the Union shall refund to AMP any amounts paid to it in error upon presentation of supporting evidence.

2.2 Agency Shop

The parties hereto recognize that membership in the Union in nor compulsory, that employees in the Unit have the right to join, not join; maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all of the employees in the Unit fairly and equally, without regard to whether or not an employee is a member of the Union.

Any employee of AMP in the Unit shall, as a condition of continued employment, either be required to belong to the Union or to pay to the Union an amount (agency fees) equal to that which would be paid by an employee who decides to become a member of the Union at the time of employment. For new employees, the payment shall commence thirty-one (31) days following date of employment. The payment of dues, or agency fees, shall be deducted only for Union dues, or agency fees, upon written authorization from the employee to AMP and is subject to religious or other exceptions as provided by State law. Any disputes arising out of the application of said State law is solely between the Union and the employee involved in the dispute, and shall not involve AMP, in any way, in resolving the dispute.

Deductions for payment to the Union shall be made only provided that the employee's earnings are regularly sufficient after other legal and required deductions are made to cover the amount of dues or agency fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only 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 legal and required deductions have priority over Union dues. The Union shall notify AMP in writing as to the amount of such dues or agency fees uniformly required of all members in the Union.

Monies withheld by AMP shall be transmitted to the Officer designated in writing by the President of the Union as the person authorized to receive such funds, at the address specified. The union shall indemnify, defend, and hold AMP harmless against any claims made, and against any suit instituted against AMP on account of deduction of employee

organization dues or agency fees. In addition, the Union shall refund to AMP any amount paid to it in error upon presentation of supporting evidence.

2.3 Employee Rights

The Union, on behalf of the employees it represents, retains all of the rights granted to it by the Meyers-Milias-Brown Act.

Section 3. Union Representatives

AMP employees who are official representatives of the Union 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 AMP services as determined by AMP. 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 Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the General 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 union, such as collecting dues or agency fees, holding membership meetings, campaigning for office, conduction elections and distributing literature, shall not be conducted during working hours.

Section 5. Use of AMP Facilities

AMP employees or the Union or their representatives may, with the prior approval of the General Manager, be granted the use of AMP facilities during non-work hours for meetings of AMP employees provided space is available. If required by the General Manager, all such requests shall be in writing and shall state the purpose or purposes of the meeting.

The use of AMP 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 AMP facilities notwithstanding.

Section 6. Bulletin Boards

The Union may use a portion of AMP bulletin board under the following conditions:

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

(2) Unless special arrangements are made between the Union and the General Manager, materials posted may be removed by AMP thirty-one (31) days after the publication date.

(3) AMP agrees to provide a bulletin board in reasonable locations and designate a reasonable portion thereof for Union use.

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

Section 7. AMP Rights

Unless otherwise modified by this Memorandum of Understanding, the rights of AMP 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 operations; determine the methods, means and personnel by which 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, technology, procedures and standards, all in accordance with Good Utility Practice of performing its work.

Section 8. No Discrimination

There shall be no discrimination based on race, creed, color, national origin, sex, ancestry, marital status, pregnancy, sexual orientation, or legitimate union activities against any employee or applicant for employment by the union or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

Section 9. Hours of Work

9.1 Electrical, Facilities and Other Classifications

A. Work Schedule

The normal working days each week will be Monday through Friday, inclusive, between the hours of 0700 to 0730 start time and 1530 to 1600 quitting time for Operations employees (except System Dispatchers) and Electrical Maintenance Technicians with one-half (1/2) hour off for lunch; 0700 to 0800 start time and 1530 to 1700 quitting time for Store Room employees with up to one (1) hour off for lunch; and between the hours of 0800 and 1700, with one (1) hour off for lunch for Engineering Aides; 0730 to 1630 for Facilities Maintenance Worker with a one (1) hour lunch, 0700-1530 and 0830-1700 with a one-half (1/2) hour lunch for Meter Service Technicians, the time of the lunch period being subject to change at the discretion of Management. Alternate work schedules would be subject of meet and confer between AMP and the Union.

B. Alternative Shifts

Currently, employees in the classification of Streetlight Maintenance Technician and Service Line Worker are assigned to work on a second shift. The second shift will commence between the hours of 1400 to 1600 and end between the hours of 2230 and 0030. In the future, AMP may return an employee from the second shift to the first shift.

The assignment of additional classifications to work alternative shifts will be subject of meet and confer between AMP and the Union.

C. Rest Period

AMP recognizes that work during the period from 2300 to 0500 interferes with the employee's normal time for sleep, and might endanger a person's health or safety if required to continue with a full regular shift in a tired condition.

AMP will provide a rest period of one (1) hour for each hour worked between 2300 and 0500 hours, to be taken after the beginning of the regular weekday shift, on the same day, without loss of compensation.

Payment for the rest period will be at the regular straight-time rate. In computing the length of a rest period, a minimum of one (1) hour will be credited. However, travel time and time to eat a meal, as provided in accordance with subsection 11.9, will not be considered for this purpose to be time worked.

If the work period starts early and terminates prior to 0500, the rest period will commence at the beginning of the regular weekday shift. If the work period starts late and continues beyond 0500, the employee may be required to continue to work the regular shift, with the rest period deducted from the end of that shift. If the work period extends the full six (6) hours from 2300 to 0500, the employee need not report for work on the regular shift until the next workday, in which case, the person will be paid for the full regular shift as if it had been worked.

The provisions of this Section (9.1 C) shall not be applicable to System Dispatchers or Electric Maintenance Technicians assigned to substitute as System Dispatchers, or to classifications working an alternative shift as outlined in 9.1.B above. Employees assigned to work an alternative shift will normally have the provisions concerning overtime, rest period and meals adjusted to reflect their assigned work schedule.

9.2 Telecommunications Classifications

A. Work Schedule

For telecommunication workers, the regular work week shall be forty (40) hours consisting of five (5) days between Monday through Saturday inclusive, between the hours of 0700 to 0830 start time and 1600 to1730 quitting time with one hour off for lunch.

B. Alternative Shifts

The assignment of classifications to work alternative shifts will be subject of meet and confer between AMP and the Union.

C. Rest Period

AMP will provide a rest period of one (1) hour for each hour worked between 2300 and 0500 hours, to be taken after the beginning of the regular weekday shift, on the same day, without loss of compensation. Payment for the rest period will be at the regular straight-time rate. In computing the length of a rest period, a minimum of one (1) hour will be credited. However, travel time and time to eat a meal, as provided in accordance with subsection 11.9, will not be considered for this purpose to be time worked.

If the work period starts early and terminates prior to 0500, the rest period will commence at the beginning of the regular weekday shift. If the work period starts late and continues beyond 0500, the employee may be required to continue to work the regular shift, with the rest period deducted from the end of that shift. If the work period extends the full six (6) hours from 2300 to 0500, the employee need not report for work on the regular shift until the next workday, in which case, the person will be paid for the full regular shift as if it had been worked.

The provisions of this Section (9.2.C) shall not be applicable to Telecommunication classifications working an alternative shift as outlined in 9.2.B above. Employees assigned to work an alternative shift, will normally have the provisions concerning overtime, rest period and meals adjusted to reflect their assigned work schedule.

9.3 Change of Schedule

An employee regularly assigned to work second or third shift may be scheduled to a day shift for the duration of scheduled absences such as jury duty, mandatory training and development, etc. For a single shift incident, if the employee's rest period is impacted, the employee will be paid at the applicable overtime rate for the hours of attendance and allowed to return to work an equal amount of time after the beginning of the regular shift.

9.4 Alternate Work Schedule Trial Period

The City of Alameda and its Alameda Municipal Power (AMP) Department and IBEW Local 1245 have agreed to work together to develop and put in place a twelve (12) month trial period for alternate work schedules for IBEW represented AMP employees. The specific terms and provisions of this trial period are being developed by the parties and will be memorialized in a separate document. It is understood by the parties that such a trial program will necessitate the modification of existing MOU provisions or the creation of new work rules, or terms and conditions, which will be in effect for the duration of the trial period. Both the Union and the City (AMP) reserve the right to terminate the trial period and return to prior work shifts and schedules by giving the other party thirty (30) days written notice. If, at the conclusion of the trial period, the parties wish to continue the alternate work schedule program (in its current or a modified form), the terms of such continuation will be memorialized in writing.

Section 10. Inclement Weather

10.1 Regular or probationary employees who are unable to work in the field because of inclement weather or other similar causes will receive pay for the full day, provided they have reported for duty. During such a day, they may be held pending emergency calls, may be given first aid, safety or other instruction, or they may be assigned to perform miscellaneous duties in sheltered locations.

10.2 Full-time temporary personnel who have reported for work but are unable to work in the field because of inclement weather or other similar causes will be paid only for the time they work or are held by the City, except, however, that they will be paid for not less than two (2) hours.

10.3 AMP Superintendents will be responsible for determining whether weather conditions warrant cessation of outside work. In arriving at the decision with respect to weather conditions, the Superintendent in consultation with the Working Supervisors, shall take into account such factors as: (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave unfinished job in a safe condition, (g) anticipated duration of inclement weather, and (h) distance from job site to the Service Center.

Section 11. Overtime, Call Back, Meals

11.1 Overtime Definition

Overtime is defined as whenever an employee is required to work as follows:

(1) Outside his or her workday; or

(2) Outside his or her workweek; or

(3) More than eight (8) hours in any day; or

(4) More than forty (40) hours in any week; or

(5) On any official AMP holiday.

11.2 Overtime Authorization

All overtime must be as authorized by the General Manager or his or her designated representative.

11.3 Computation of Overtime

Overtime will be reported by each employee on a time card which shows the exact amount of overtime worked. If an employee in a classification covered by this MOU is called from home to work overtime, the time worked to be entered on the time card shall start at the time leaving home, and at ten (10) minutes after leaving the Service Center.

Overtime will be computed to the nearest one-tenth (1/10) of an hour.

11.4 Categories of Overtime

Overtime shall be categorized as 1) Prearranged; 2) Short Notice Call-Out; 3) Anticipated Extension of the Work Day; and 4) Unanticipated Extension of the Work Day. The definition of each category of overtime and an administrative procedure for the execution of such category of overtime is contained in the following Subsections.

At the outset, the parties to this MOU recognize and agree that City of Alameda Municipal Power employees are Disaster Service Workers as defined in the State of California Government Code Title 1, Division 4, Chapter 8. Section 3100 of this Code provides, in part:

"It is hereby declared that the protection of the health and safety and preservation of the lives and property of the people of the state from the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or in extreme peril to life, property, and resources is of paramount state importance requiring the responsible efforts of public and private agencies and individual citizens. In furtherance of the exercise of the police power of the state in protection of its citizens and resources, all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."

It is agreed that when a natural, manmade, or war-caused emergency which results in a condition of disaster or in extreme peril to life, property, and resources exists, the provisions of Subsection 11.4.2, Short Notice Call-Out, may be suspended.

11.4.1 Prearranged Overtime

Prearranged overtime is defined as work outside regular work hours on a work day or non-work day or holiday for which notice has been given during regular work hours on a work day and which was given a minimum of four (4) hours in advance of the start of such work.

Prearranged overtime work shall be distributed among employees in the same classification as equally as is practicable. It is understood that such distribution is on a calendar year basis and the balancing of such is also on a calendar year basis. In other words, should an imbalance occur in the prearranged overtime worked/credited, AMP is obligated to balance overtime within the classification as equally as is practicable by the end of the calendar year.

When an employee is notified to report to the job for work which does not immediately follow the conclusion of the regular work day, the employee will be paid at one and one-half (1 1/2) times the straight time rate for a minimum of two (2) hours. Prearranged overtime must be cancelled six (6) hours or more prior to start of work to avoid penalty payment of the minimum two (2) hours of overtime.

An employee scheduled to work prearranged overtime must appear for such work unless there is a valid excuse. An employee under the influence of alcohol or drugs, or in an impaired condition for any reason, shall inform the supervisor that the employee cannot report for duty.

AMP shall establish and post a prearranged overtime list at the first of each calendar year. The list shall be arranged by classification, in order of seniority with AMP. When a prearranged overtime work assignment is made, it shall be offered to the employee at the "top of the list", (the employee with the fewest number of hours worked and/or credited or to the senior employee in the classification if hours worked/credited are equal). An employee who is offered an opportunity to work prearranged overtime but declines shall be credited with the same number of hours actually worked by the employee who does work. Calculation of employee at the "top of the list" shall include hours actually worked as well as hours charged.

Bi-weekly (in conjunction with normal payroll cycle), AMP shall post the list of prearranged overtime hours worked and credited for each employee, grouped by classification, and arranged in the order of least hours worked/credited to most hours worked/credited. During the subsequent two-week period, prearranged overtime assignments shall be offered to employees in the order they appear on the list.

Should there be insufficient volunteers to perform the work required, AMP shall assign the work to the employee(s) in the needed classification who has the least number of year-to-date total hours. If two or more employees have the same number of year-to-date total hours worked, the employee with the least AMP seniority shall be assigned to work.

An employee scheduled to be on vacation or floating holiday shall not be scheduled to work overtime for the period between the end of the employee's last regular day of work preceding the employee's vacation and the start of the employee's first regular day of work following the vacation. An employee who is off due to illness or injury shall not be scheduled to work overtime until such employee returns to work on a regular workday.

A new hire, an employee coming back off a leave of absence, or an employee not previously volunteering for duty will initially be credited with one (1) hour more than the maximum accrued in his/her classification. In other words, the employee would go to the "middle of the list".

11.4.2 Short Notice Call-Out

Short notice call-out overtime is defined as overtime for which the employee was not given notice four (4) or more hours in advance on a workday during work hours.

When an employee is asked to work pursuant to this Subsection, such employee must appear for such work unless there is a valid excuse. An employee under the influence of alcohol or drugs, or in an impaired condition for any reason, shall inform the supervisor that the employee cannot report for duty.

When an employee is called for short notice work, he/she shall, upon reporting, receive a minimum of two (2) hours pay at double time (2X). The employee may be required to remain available for the entire two (2) hours. For the purpose of this section, concurrent or successive emergency assignments to a worker, between the time leaving home (or wherever contacted for emergency work) up to the time of being released, will be considered as a single call. The employee may be released as soon as an emergency job is completed by the supervisor or the System Dispatcher on duty.

Under ordinary circumstances, the worker will be released as soon as an emergency job is completed, providing no other emergency has developed requiring further services. However, if the worker is asked to stay on duty in anticipation of further trouble after completing the known emergency work, the employee will be paid for such time at double (2X) the straight time rate when extending beyond the two (2) hour minimum provided herein for emergency calls.

AMP shall establish and post a short notice overtime list at the first of each calendar year. The list shall be arranged by classification, in order of seniority with AMP. When a short notice overtime work assignment is made, it shall be offered to the employee at the "top of the list", (the employee with the fewest number of hours worked and/or credited or to the senior employee in the classification if hours worked/credited are equal).

Short notice call out assignments shall be handled pursuant to the following administrative procedure:

(1) Short notice assignments shall be distributed and rotated as equitably as practicable among qualified employees in the same classification who have volunteered to be available. Lineworker/Service Lineworker and Line Working Supervisor shall be considered as separate classifications for this purpose. Priority may be given to persons who reside within 30 miles of Alameda.

(2) Each week, AMP will post the short notice call out overtime worked or credited as worked (see below) for each person for that week and will, at the end of the week, run up a new accumulated total, update the list, post the list, and distribute the list to AMP personnel concerned with overtime call-out for the next week.

(3) AMP will call the volunteer with the least amount of recorded short notice call out hours. In the event employees are called for voluntary emergency overtime and cannot be reached, they will nevertheless be credited with overtime hours for the purpose of this section in the same amount as received by those who did the work.

(4) When there are insufficient volunteers available for short notice call out duty, AMP may require employees to report for work on an emergency basis.

(5) A new hire, a person coming back off a leave of absence, or a person not previously volunteering for short notice call out duty will initially be credited with one (1) hour

more than the maximum accrued in his/her classification. In other words, he/she would go to the "bottom of the list".

(6) A person bidding into or demoted to a new classification, or a person coming back off of an extended sickness will initially be credited with the mean accumulated hours for the classification. In other words, he/she would go to the "middle of the list".

(7) If it is determined that AMP has made a mistake in the administration of this procedure, AMP will place the aggrieved employee at the "top of the list".

(8) By written agreement between AMP and the Union, other call-out procedures may be adopted.

11.4.3 Anticipated Extension of the Work Day Overtime

Anticipated extension of the workday overtime is defined as time worked immediately following the conclusion of regular work hours on a regular workday and in conjunction with the job in progress.

Generally, assignments to work anticipated extension of the workday shall be made utilizing the provisions of Subsection 11.4.1 Prearranged Overtime. However, where the nature and complexity of the job in progress makes it impractical to utilize the prearranged overtime list for such assignments, the crew assigned to the job during regular work hours/regular work days may be assigned the anticipated extension of the work day overtime associated with the specific job in progress.

In the event one or more of the employees on the crew of the job in progress request not to work the anticipated extension of the workday overtime, replacement employee(s) shall be selected utilizing the prearranged overtime list. However, the employee who requests replacement on the crew shall be credited with the same number of hours as is worked by the employee(s) who replaced him/her.

All hours worked as anticipated extension of the workday shall be accumulated as prearranged overtime hours worked/credited and any imbalance created by such assignment shall be subject to the equal distribution and balancing provisions of Subsection 11.4.1.

11.4.4 Unanticipated Extension of the Work Day Overtime

Unanticipated extension of the work day overtime is defined as time worked immediately following the conclusion of regular work hours on a regular work day, for which four (4) hours advance notice has not been provided and which is either

(1) Unplanned/unscheduled work which AMP's management made a decision to proceed with during the work day, where the assignment results in the work beginning during or concurrent with the conclusion of regular work hours or

(2) In conjunction with the job in progress, for which the required advance notice has not been provided.

Generally, assignments to work unanticipated extension of the workday shall be made utilizing the provisions of Subsection 11.4.1, Prearranged Overtime. However, where the nature and complexity of the job in progress makes it impractical to utilize the Prearranged overtime list for such assignments, the crew assigned to the job during regular work hours/regular work days may be assigned to complete the job as an unanticipated extension

of the work day overtime, except, however, such work is limited to that associated with the specific job in progress.

In the even one or more of the employees on the crew of the job in progress request not to work the unanticipated extension of the workday overtime, replacement employee(s) shall be selected utilizing the short notice call out overtime list. However, the employee who requests replacement on the crew shall be credited with the same number of hours as is worked by the employee(s) who replaces him/her.

All hours worked as unanticipated extension of the work day shall be accumulated as Prearranged overtime hours worked/credited and any imbalance created by such assignment shall be subject to the equal distribution and balancing provisions of Subsection 11.4.1.

11.5 Standby Duty

A. Weekend and Special Standby

In order to minimize the length of any unforeseen power outage and/or reduce the response time for any maintenance service, the following standby provisions shall be utilized. The classifications subject to standby duty under this provision are:
Journey Lineworker, Service Lineworker, Line Working Supervisor and, on a voluntary basis only, Electrical Maintenance Technician.

On a quarterly basis, a sign-up sheet will be posted for employees to select the weekend(s) they wish to take standby duty. Any weekends not filled in on a voluntary basis will be filled by management using the names of employees with the least amount of recorded short-notice call out hours.

The weekend standby duty period begins at 0201 Saturday through 0200 Monday.

The employee assigned to standby duty will be provided a cell phone or pager and does not have to remain at home, but must be available for contact and fit to report to work. If the employee is contacted by System Dispatch or management to respond, the worker will leave their location promptly and report to work.

Employees shall receive one (1) hour at the straight time rate of pay per eight (8) hours shift of Standby Duty. An employee assigned to standby duty who is called back shall receive both standby pay and call back compensation in accordance with the pay provision of Section 11.4.2 Short Notice Call Out for time worked.

AMP reserves the right to limit the number of consecutive standby duty periods an employee is scheduled to work.

AMP may designate other days as requiring standby duty shifts for which the same provisions above would apply. Compensation for such shifts shall be paid at the rate of one (1) hour at the straight time rate of pay per eight (8) hours shift of Standby Duty.

B. Holiday Standby Duty

Employees, who are assigned standby duty on one of the ten (10) Holidays recognized in this MOU, shall receive two (2) hours at the straight time rate of pay for one (1) eight (8) hour shift. Any employee called out during standby duty period, will be compensated in accordance with the pay provisions of Section 11.4.2 Short Notice Call Out. These payments are in addition to Holiday Pay.

C. Reassignment of Standby Duty

If an employee has signed up for a standby duty period and encounters a scheduling conflict or is otherwise unable to fulfill the standby duty, he/she may arrange a trade with a qualified employee (which must be submitted in writing and approved by AMP), or AMP will offer the duty to other employees through a posting process. If no arrangement is made for a trade or if insufficient time is available to make such arrangements, then AMP will assign the duty to the qualified employee who has the least amount of short-notice call out hours.

11.6 Overtime Rate of Pay

An employee who works overtime shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular straight-time rate of pay, with the following exceptions, when employees will be paid double (2X) the straight-time rate:

(1) When an employee is called out on emergency work after having gone home at the completion of the regular work shift and before scheduled to commence the next work shift.

(2) When an employee is required to work on an official AMP holiday, in which case he or she will be paid double time (2X) in addition to the holiday pay.

(3) When an employee is required to work on Sunday.

(4) When required to work between 0000 and 0600, the employee will be paid at double time (2X).

(5) When required to work over twelve (12) continuous hours, the employee will be paid for any additional hours at double time (2X).

(6) When an employee is scheduled to work on a not regularly scheduled workday when notification per Subsection 11.4.1, Prearranged Overtime, has not been given.

11.7 System Dispatcher

Each working week will start at 0001 Sunday morning and will extend to 2400 the succeeding Saturday night. The normal shifts will be:

Shift No. 3	–	2300 to 0700 hours
Shift No. 1	–	0700 to 1500 hours
Shift No. 2	–	1500 to 2300 hours

A System Dispatcher's normal working week will be forty (40) hours. A rotating schedule will be posted monthly. For the first forty (40) hours of time worked during the above period, the employee will be paid at the established straight time rate. The employee will also be paid at the appropriate established straight time rate for holiday which falls on a regularly scheduled day off, if the employee does not work on said holiday, although that person might or might not have previously worked forty (40) hours that week at straight time. Alternate work schedules would be the subject of meet and confer between AMP and the Union.

Whenever a System Dispatcher works on a holiday, the employee shall receive compensation for the respective positions as follows:

Straight time at the established base rate for eight (8) hours for the holiday, plus one and one-half (1 1/2) times the rate for that part of the shift actually worked between 000 and 2400 hours on the holiday.

Double time (2X) pay for all time worked by System Dispatchers on their first or second scheduled day off when that day falls on one of the official holidays allowed by AMP.

Whenever a System Dispatcher is entitled to receive compensation for a period off duty, in accordance with the provisions herein, said compensation shall be computed at that employee's base wage.

A System Dispatcher will be paid at the overtime rate applicable to the employee's scheduled shift whenever required to work eight (8) minutes or more over eight (8) hours in one continuous shift. When straight time worked hours exceed forty (40) hours per week, all hours actually worked in addition to said forty (40) hours will be at the overtime rate of pay for the employee's scheduled shift.

Whenever the employee works more than eight (8) hours in the same day, the overtime rate applicable to the employee's scheduled shift will be paid. For example, a person works normal straight time Shift No. 3 (February 1, 0000 to 0800) and is called back to duty at 2000 (same day) until 0000 and continues to work Shift No. 3, February 2, in the immediate next day, the employees will be compensated as follows:

February 1, 0000 to 0800	eight (8) hours straight time (computed on base wage plus third shift differential)
February 1, 2000 to 2400	four (4) hours overtime (computed on base wage plus third shift differential)
February 2, 0000 to 0800	eight (8) hours straight time (computed on base wage plus third shift differential)

A System Dispatcher who is required to work on the second day of scheduled days off shall be paid at double time (2X) for the hours worked.

An employee who is assigned as a relief System Dispatcher shall receive the established shift differential for any regularly scheduled shift and the established overtime rate for the shift worked and fall under the rules governing System Dispatcher.

For the purpose of overtime, System Dispatchers will be contacted first before Electrical Maintenance Technicians are contacted as per Section 11.5.

11.8 Meals

AMP agrees to reimburse an employee in any classification covered by this MOU for reasonable meal expense in accordance with reimbursement procedures of his or her department. This meal reimbursement policy for the first meal applies only when an employee works four and one-half (4 1/2) hours of consecutive overtime on call back on his or her regular day off or when the employee works two (2) hours of consecutive overtime in conjunction with the employee's regular duty shift. For each four and one half (4 1/2) consecutive overtime hours thereafter, an additional meal will qualify for reimbursement.

In all of the above instances, wages shall be paid for the time necessarily taken to eat any mal provided such eating time shall not exceed thirty (30) minutes. The foregoing meal allowance and time with pay to eat the meal shall not apply to prearranged overtime work.

The meal allowance shall be the actual cost of the meal for the worker and claim for reimbursement shall be supported by proper receipt from the firm furnishing food, and shall be subject to approval of the supervisor. An employee who is entitled to a meal at the expense of AMP, but does not accept such meal, shall be entitled to such time allowance of thirty (30) minutes, but no allowance for the meal.

The following guidelines, but not necessarily in the order listed, should be kept in mind by both employees and supervisors in determining whether or not a meal purchased is or is not reasonable.

(1) The cost of meals at the average restaurant available in the general area, but excluding such luxury items as a filet mignon or combination steak and seafood dinners. The foregoing is not intended to mean menu averaging.

(2) The availability of restaurants which can provide a comparable substitute within a reasonable distance of the job site or between the job side and the headquarters.

(3) The breakfast, luncheon, or dinner menu where comparable substitutes are available, but excluding extra a la carte items. The foregoing does not preclude ordering a la carte when that is all that is available nor does it preclude a la carte desserts with dinner meals.

(4) The weather or other extreme working conditions to which to employees have been subjected.

(5) The amount by which the time limits in the Agreement and in the Guidelines have been exceeded, with some consideration as to whether or not sandwiches and a hot beverage have been supplies on the job. Except for lunch, the foregoing does not imply that sandwiches and a hot beverage are to be considered as a comparable substitute nor is it intended to mean that employees are to be worked routinely nor excessively beyond the aforementioned time limits.

(6) There shall be no reimbursement for alcoholic beverages.

Section 12. Salaries

12.1 Rates of Pay

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

12.2 Starting Rate

Except as herein otherwise provided, the entrance salary for a new employee entering AMP service shall be the minimum salary for the class to which appointed. When circumstances warrant, the General Manager may approve an entrance salary which is more than the minimum salary. The General 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 record of the employee's performance and shall require recommendation of the Division Manager.

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

Subject to the provisions of this subsection 12.3, an employee shall be eligible to receive increases in salary in accordance with Appendix A upon completion of twelve (12) months' service if the General Manager approves.

12.4 Apprentices

Refer to Apprenticeship Program master Agreement Appendix "C". Significant issues which arise related to the apprenticeship program would be the subject of meet and confer between AMP and the Union.

12.5 Acting Pay

An employee who is assigned by the employee's supervisor to fully perform a job in a higher paid classification during the temporary or permanent absence of an employee shall be paid five percent (5%) above his base salary up to the Working Supervisor level; ten percent (10%) for the First Line Supervisor (Management) level; however, the minimum and maximum salary will be that of the higher paid classification.

Any employee, who is assigned to act in a higher classification for more than six (6) consecutive months, shall be paid for vacation leave, sick leave and holidays at the salary attached to such higher classification.

12.6 Supplemental Pay

12.6.1 Shift Pay

An employee working other than normal, day shift hours will be paid an additional percentage of base pay as shown below while working during the shift identified:

2nd shift	–	2.5%
3rd shift	–	5%

Employees paid on an hourly basis will not be permitted to change shifts with each other for personal convenience or other reasons without written approval of the Management. If such an approval is received and one person works for the other, the employee who actually works the shift in questions will not be paid at the overtime rate if, because of working this shift, the total hours worked in that week run over forty (40) hours.

12.6.2 Rubber Glove Educational Incentive

An employee assigned to the classifications of Journey Lineworker, Service Lineworker, or Line Working Supervisor, who satisfactorily completes and maintains training and certification in the use of rubber gloves when working with high voltage electrical lines (rubber gloving), and who possesses at least two years experience performing rubber gloving, shall be paid an additional 6% of base salary as Rubber Glove Educational

Incentive. This incentive pay becomes effective on the first day of the pay period following certification and completion of required service time.

12.7 AMP Right to Increase Pay

AMP reserves the right to increase the pay level for any classification in the bargaining unit after notifying the Union in writing.

Section 13. Health and Welfare

13.1 Medical

The City of Alameda has contracted with the Public Employee's Retirement system (PERS) for the purpose of providing health insurance benefits for employees and their eligible dependents, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with applicable law, and regulations promulgated by PERS.

For the purpose of this section, a dependent is defined as a person who satisfies the definition of dependent in the PERS health insurance plan in which the employee is enrolled. Such dependents must also be enrolled in and covered by the plan.

Effective January 1, 2009 and January 1, 2010, the City shall make a monthly contribution for each employee toward the Flexible Benefits Plan in an amount necessary to cover the cost of the family party Kaiser or Blue Shield rate, whichever is selected by the employee. In the event this City payment toward health insurance premiums is insufficient to pay 100% of the premiums required of employees enrolled in any one of the other PERS health insurance plans, the City shall make a payroll deduction from the employees pay to cover the difference in cost.

Beginning in January 2011 and thereafter, the City shall not change the amount of money allocated for the health insurance benefit unless agreed upon in a successor MOU.

If an employee chooses not to enroll in one of the City's health plans, they will receive a cash amount of $230 per month. Proof of other insurance must be provided to the satisfaction of the City prior to an employee choosing not to enroll in one of the City's health plans and receiving this cash amount.

During the term of this MOU and until a successor agreement is reached, the parties agree that the City's contribution toward the health plan premiums includes the minimum employer contribution required by law and shall be considered to satisfy the PERS' minimum employer contribution requirements.

Each employee shall notify the City in writing on a form provided, on or before the last day of the PERS open enrollment month each year as to which health plan they are choosing to enroll. Thereafter, no change to designations so made will be allowed until the following year unless a qualified reason occurs.

Each employee shall be responsible for providing immediate written notification to the City of any change to the number of his/her dependents which affects the amount of the City payment to the health premium. An employee, who by reason of failing to report a change in dependents, receives a City payment greater than the amount to which he/she is entitled, shall be liable for refunding the excess amounts received via a reduction in the employee's pay to cover the difference in cost . Changes to the health premium payments required because of a change in an employee's number of dependents shall take effect at the start of

the first pay period in the month next following the month in which the information received by the City from the employee. No retroactive increases to the City's payments shall be allowed.

In the event Kaiser or Blue Shield is not offered by PERS, the parties will meet and confer regarding a substitute provider rate. During the term of this agreement, the City may propose alternate medical providers, to replace the PERS program. The bargaining unit will be notified of any proposed change in advance and be allowed the opportunity to meet with the City prior to making any such change. If negotiations are requested regarding the change, the parties agree to participate in a coalition format. In the event cost savings are realized as result of a change in plans, the application of such savings will be subject to negotiations.

13.2 Dental

AMP shall make the necessary contributions per month per eligible employee toward AMP's Flexible Benefits to provide the dental plan to the employee and eligible dependents. This coverage will be mandatory for all employees. Effective January 1, 2007 the annual plan maximum for dental will be increased from $1,000 to $2,000 and the lifetime orthodontic care will increase from $1,500 to $2,000.

13.3 Life Insurance

AMP shall make the necessary contributions per month per eligible employee toward AMP's Flexible Benefits to provide each employee with a Fifty Thousand Dollar ($50,000.00) life insurance program. This coverage will be mandatory for all employees.

13.4 Employee Assistance Program

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

13.5 Long-Term Disability Insurance

AMP will provide a paid-for Long-Term Disability Insurance plan equal to benefits provided for in the current plan. If benefits in plan are improved, such improvements shall be incorporated in the Long Term Disability Insurance plan at no cost to all employees covered under this Memorandum of Understanding.

Section 14. Retirement Plan

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

The individual employees did, and shall continue to, make their own normal employee contributions to PERS, in the amount of 7%, and they shall have the option, if legally possible, to have those payments tax deferred under IRS Policy and Rule 414(h)2).

PERS retirees may enroll in a PERS Health Plan in accordance with PERS procedures and regulation at their own expense.

Section 15. Holidays

Regular 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, provided they are on paid status a minimum of eight (8) hours on both their regularly scheduled workdays immediately preceding and following the holiday (provided, however, that and employee will not be charged sick leave for the holiday if the employee files with AMP a physician's certificate that verifies the nature and duration of the illness or injury); and provided further that employees on original probation shall be eligible for one floating holiday (item 11 below) upon completion of three (3) months' service, the second after six (6) months and the balance after nine (9) months with AMP.

The authorized holidays in AMP are:

(1) New Year's Day
(2) Martin Luther King Jr.
(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 – 13.5) Three and one-half (3 1/2) floating holidays (to be taken in the period January 1 through December 31)

If any of the above holidays fall on a Saturday, it shall be celebrated on the preceding Friday; if any of such holidays falls on a Sunday, it shall be celebrated on the following Monday. Employees who are normally assigned to work on a Saturday or Sunday may be returned to a regular Monday through Friday work schedule during a holiday week. AMP will meet with such employee(s) in advance of the holiday and discuss alternative arrangements which are mutually acceptable.

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 General Manager or the designated representative with due regard to the wishes of the employee and particular regard to the need of AMP. If requested by the General Manager, all employees, on a form provided by AMP, shall indicate during November and December their preference for vacation periods for the following calendar year. Preference of vacation date shall be given to employees according to their length of service in as reasonable a manner as possible.

16.2 Vacation Benefits

During calendar year 2010 only, employees will receive the annual vacation deposit as well as the pay period accrual. In subsequent years, the annual deposit will be discontinued, and employees will only receive vacation on a pay period accrual basis.

Every employee who on the most recent anniversary date of his or her employment shall have been in the service of AMP for a period of one (1) year or more shall be entitled to a vacation as follows:

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

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

Sixteen (16) working days of vacation with pay if he or she shall have been in the service of AMP for a period of six (6) years or more but less than eight (8) years prior to such anniversary date.

Seventeen (17) working days of vacation with pay if he or she shall have been in the service of AMP for a period of eight (8) years or more but less than ten (10) years prior to such anniversary date.

Eighteen (18) working days of vacation with pay if he or she shall have been in the service of AMP for a period of ten (10) years or more but less than twelve (12) years prior to such anniversary date.

Nineteen (19) working days of vacation with pay if he or she shall have been in the service of AMP for a period of twelve (12) years or more but less than fourteen (14) years prior to such anniversary date.

Twenty (20) working days of vacation with pay if he or she shall have been in service of AMP for a period of fourteen (14) years or more but less than twenty-one (21) years prior to such anniversary date.

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

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

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

Twenty-four (24) working days of vacation with pay if he or she shall have been in the service of AMP 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 of vacation with pay if he or she shall have been in the service of AMP for a period of twenty-five (25) years.

16.3 Vacation Accumulation

Employees may accumulate no more than eighty (80) hours of vacation in addition to the employee's regular, annual vacation accrual entitlement, at any one time. In the event this

maximum accumulation level is reached, the employee will temporarily stop accruing vacation until he/she uses vacation time and their accumulation level is again below the maximum level. 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. Except as so limited, earned vacation not used may be accrued and carried over from year to year without limitation.

During calendar years 2010 and 2011 employees will be allowed to accumulate two (2) times their annual entitlement, plus eighty (80) hours. This provision for additional accumulation will end on December 31, 2011, and this paragraph will become inapplicable. Thereafter, the maximum will return to eighty (80) hours of vacation in addition to the employee's regular, annual vacation accrual entitlement, as provided for in the paragraph above.

Section 17. Sick Leave

17.1 Benefits

An employee shall accrue sick leave at the rate of one (1) day per month, except during a leave of absence or other time off without pay. An employee assigned to a classification represented by the Union and who was hired by AMP prior to February 1, 1985 shall, upon completion of each anniversary year, accrue additional sick leave at the following rate:

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

Sick leave usage shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity caused by actual sickness or disability of the employee. 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 even shall sick leave by converted into a cash bonus, except as provided in subsection 17.5. Sick leave may not be used before it is earned. Sick leave may only be used for necessary hours for illness and doctor appointments.

17.2 Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify Alameda Municipal Power one-half (1/2) hour prior to the scheduled time for beginning his or her work duties.

17.3 Doctor's Certification or Other Proof

At the discretion of the employee's supervisor, a physician's certificate may by required for any period of absence for which sick leave is claimed; however, when absence is for more than five (5) consecutive workdays the employee shall file a physician's certificate with the Division Manager stating the cause of the absence. The physician's certificate shall be applicable for every day of the employee's absence.

17.4 Sick Leave During Original Six Months of Employment

No sick leave shall be granted during the original six (6) months of employment with AMP. However, when an employee has been employed by AMP for six (6) months, sick leave accumulation with pay shall be allowed for time worked except for time off without pay or leave or absence.

17.5 Sick Leave Upon Retirement or Resignation

An employee hired by AMP prior to April 1, 1979, who resigns or retires from AMP employment and has been in the service of AMP for a minimum of ten (10) years shall 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 or retirement.

One and two-tenths of one percent (1.2%) of the employee's unused accumulated days of sick leave, at the time of resignation or retirement, times the number of full years of service by the employee with AMP 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 the payment at time of retirement or resignation shall not exceed the number of days accrued by the employee on April 1, 1979.

There shall be no payment for unused accumulated sick leave if an employee's service with AMP is terminated due to discharge, unless such discharge actually is determined to be without merit.

17.6 Sick Leave Reward

AMP will provide one paid day off for each employee in a position included in the Units, and not on temporary status, whose sick leave is five (5) days or less, for the year. The measure shall be taken each year, and the paid day off would be taken any time in the following year, subject to the same provisions as floating holidays. If an employee, having earned such a day off, terminates or is terminated prior to taking that day off, he or she shall be compensated for that day upon termination in the same way as for vacation.

17.7 Illness in the Immediate Family

In compliance with State law, an employee may, during a calendar year, use sick leave up to the amount earned in six (6) months to attend to the illness of a child, parent, spouse or domestic partner. At the City's request, the employee will provide satisfactory evidence of the fact justifying such absence.

Section 18. Leaves of Absence

18.1 Leave without Pay

The General 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 General Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase his value to AMP upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence

until all accrued vacation and all floating holiday time is taken. Failure on the part of an employee on leave to report at its expiration may 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 General 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 or Witness Duty

An employee summoned to jury duty or subpoenaed as witness shall inform his or her supervisor and, if required to serve, may be absent from duty with full pay only for those hours 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 AMP employees.

18.4 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 temporary disability indemnity benefits as provided by the Workers' Compensation Laws of the State of California or, upon eligibility, to retirement, under the Public Employers Retirement System (PERS). Compensation indemnity 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. The City shall supplement the compensation indemnity payment received by the employee under the said Workers' Compensation Laws, with supplemental pay or salary replacement from the City up to a combined total payment of 80% of his/her base wages, during the time the employee is unable to work for a cumulative period of 12 months due to this instance of industrial illness or injury. During their cumulative 12 month period, the employee shall be allowed to integrate his/her accumulated sick leave so that he/she receives up to the full salary level during periods of entitlement to compensation for temporary disability indemnity benefits. When the cumulative 12 months of supplemental pay or salary replacement from the City expires, the employee shall be allowed to continue to integrate his/her accumulated sick leave automatically up to full salary levels as stated above. Except for benefits as provided by the Workers' Compensation Laws of the State of California and except for allowing employee to "integrate" accumulated sick leave, no additional pay or salary replacement beyond that specified above shall be provided by the City of Alameda to the employee.

An employee who is absent from work as a result of a work related injury may be returned to work and given a temporary light duty assignment that is within his/her ability to perform. Such assignment and its duration shall be determined by AMP. Employees shall be compensated at the rate of their regular classification while engaged in such temporary duties.

18.5 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 the provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchildren, step-parents or stepchildren where there is a child-rearing 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.

18.6 Maternity 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 General 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 law.

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 or her 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. All employees entered in the Apprenticeship Program shall be subject to the probationary period as defined in the Apprenticeship Program Master Agreement Appendix "C".

During the probationary period, an employee may be rejected at any time by the General Manager without cause and without the right of appeal or grievance.

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he or she was promoted, at the same salary step as that prior to the promotional appointment unless he or she is discharged.

Section 20. Promotion and Transfer

Every opportunity for promotion and transfer shall be given to AMP employees. Qualifications are to be determined by AMP.

Section 21. Layoff and Re-employment

In the reduction of forces in a classification, 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, in the opinion of AMP to perform the work required.

Service with AMP shall be terminated by discharge, resignation, or twelve (12) consecutive months of unemployment with AMP.

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, 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.

Seniority shall prevail in any reduction in force in accordance with the following provisions:

(1) The employee with the least seniority within the affected job classification shall be the first to be displaced.

(2) The employee with the greatest seniority with the affected job classification shall be the last to be displaced.

(3) Any displaced employee shall have the right to displace the most junior employee with less seniority in any other classification in which he/she has been successfully employed previously within AMP and for which he/she meets the minimum qualifications, which employees shall also have bumping rights.

Section 22. Discharge

22.1 Right of Discharge

AMP shall have the right to discipline up to and including discharge any employee for cause, including but not limited to dishonesty, insubordination, drunkenness, drug use, incompetence, willful negligence, failure to perform work as required, or to observe AMP'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 to work stoppages, or refusal to accept overtime, or for violation or ordering the violation of the Memorandum of Understanding.

22.2 Appeals

If an employee feels he or she has been unjustly discharged, he or she shall have the right to appeal his or her case through either the grievance procedure, as provided for in this Memorandum of Understanding (Section 24) or through the appeal process, as provided for in the City's Civil Service Rules and Ordinances. An employee may not use both the grievance procedure and the Civil Service appeal process and once the employee selects the procedure or process to be used, the choice may not be revoked. If the employee chooses to file a grievance, such grievance must be filed by the employee and/or a Union representative with the General Manager in writing within five (5) calendar days from the date of discharge. If the employee chooses to appeal, such appeal must be filed with the Civil Service Board by the employee and/or a Union representative within five (5) calendar days from the date of discharge.

In either case, the grievance or appeal must be filed in accordance with these provisions or the right to file a grievance / appeal is lost.

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 files on request located in City of Alameda Human Resources Department. AMP shall furnish the employee copes 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

24.1 Purpose & Definition

The purpose of this section is to promote improved employer-employee relationships by establishing a procedure through which an employee can obtain a review of a grievance in a fair, systematic manner. It is the intent of this regulation that grievances be settled as near as possible to the point of origin.

A grievance shall be defined as any dispute arising during the term of the Memorandum of Understanding that involves the interpretation or application of this Memorandum of Understanding; any rules, regulations and ordinances referenced in this MOU; or the discipline or discharge of an individual employee.

24.2 Special Provisions

A. If an employee wishes to file a grievance concerning a discharge or suspension without pay, such grievance will be filed at the fourth (4th) step of the grievance procedure, as provided for in Section 24.3 of this Memorandum of Understanding.

B. In those cases involving suspension without pay for thirty (30) days or more, the employee shall have the right to appeal his or her case through either the grievance procedure, as provided for in this Memorandum of Understanding or through the appeal process, as provided for in the City's Civil Service Rules and Ordinances. An employee may not use both the grievance procedure and the Civil Service appeal process and once the employee selects the procedure or process to be used, the choice may not be revoked. In either case, the grievance or Civil Service appeal must be filed in writing within five (5) calendar days from the date of the notice of suspension or the right to file a grievance / appeal is lost.

C. In the event an employee wishes to appeal an action taken under any provision of the Civil Service Ordinance, or the Civil Service Rules and Regulations which are adopted pursuant to the City Charter that are not referenced in this MOU, such appeal shall be processed in accordance with the applicable provision, if any, contained in that document and not using the Grievance Procedure contained in this MOU.

24.3 Grievance Steps

The following steps shall be followed in processing a grievance as defined above.

Step 1 An employee and/or a designated Union representative shall first discuss the grievance with the employee's immediate supervisor within seven (7) working days of the occurrence of the grievance or of the time at which the employee reasonably should have been aware of such grievance. The immediate supervisor shall have five

(5) working days to informally respond to the employee concerning his or her grievance. Every effort should be made by both parties to find an acceptable solution to resolve the grievance by informal means.

Step 2 If the grievance is not resolved through informal discussion, the employee and/or a Union representative shall submit, within five (5) working days after the completion of Step 1, a written statement of his or her grievance, which shall be submitted to the employee's immediate supervisor's superior. In the event a request to advance the grievance to the next step is not timely filed, the grievance shall be considered as resolved at the prior step. The written statement must specify the basis for the grievance, the provision of the MOU that is alleged to have been violated and the desired remedy. The statement must be signed by the aggrieved employee. A meeting between the superior and the employee and/or his or her Union representative shall be convened. The superior shall submit to the employee and his or her Union representative within five (5) working days after such meeting a written reply to the grievance.

Step 3 If the grievance is not resolved at the previous step, the aggrieved employee and/or a Union representative may request that the next level of supervision review the grievance. This request must be filed in writing with the appropriate supervisor within five (5) working days after receipt of the superior's response mentioned in Step 2. In the event a request to advance the grievance to the next step is not timely filed, the grievance shall be considered as resolved at the prior Step. A meeting shall be convened in an attempt to discuss and resolve the grievance, and the supervisor at this level of the organization shall reply in writing to the employee's grievance within five (5) working days after such meeting. This step shall be repeated for each subsequent level in the chain of command below the level of General Manager.

Step 4 If the grievance is not resolved at the previous step, the aggrieved employee and/or a Union representative may file his or her grievance in writing with the General Manager within five (5) working days after completion of the previous step in the grievance procedure. In the event a request to advance the grievance to the next step is not timely filed, the grievance shall be considered as resolved at the prior Step. A meeting shall be convened with the employee and/or his Union representative with the General Manager to discuss and attempt to resolve the grievance.

Step 5 If the grievance is not resolved at the previous step, the Union may, within five (5) working days after completion of the previous step in the grievance procedure; file a request for arbitration in writing with the General Manager. In the event a timely request for arbitration is not filed, the grievance shall be considered as resolved at the prior Step. A designated representative of AMP and the Union shall meet promptly to select an arbitrator. If they are unable to agree on an arbitrator within five (5) working days of the request, an arbitrator shall be selected from a list of seven arbitrators provided through the services and pursuant to the rules of the State Mediation and Conciliation Service.

A hearing shall be held before the arbitrator as soon as practical. In matters involving the interpretation of provisions of this MOU with the exception of the discharge, suspension, demotion, examination and/or promotion of an employee, the decision of the arbitrator shall be binding upon AMP and the Union. In any matter involving the discharge, suspension, demotion, examination and/or promotion of an employee, the decision of the arbitrator shall be advisory. The arbitrator's fees and court reporting expenses shall be borne equally by AMP and the Union, except in the case of an advisory arbitration decision which is not

accepted by AMP, in which case the arbitrator's fees and court reporting expenses shall be borne by AMP.

24.4 Processing a Grievance

The time limits specified in the above procedure may be extended to a definite date by mutual agreement of the employee or his or her Union representative and AMP, in writing. Also, the time limits specified in 24.3 above shall be extended automatically if the aggrieved employee and/or the appropriate supervisor is ill or on vacation. The time limits specified in 24.3 above will be extended only by the number of sick leave or vacation days taken by such employee or supervisor.

The employee and the affected supervisor may request the assistance of another person of their choosing in preparing and presenting material at meetings concerning a grievance at any level of review.

The employee and his or her representative may use a reasonable amount of work time as determined by the General Manager or his or her representative in conferring about and presenting a grievance.

Employees are assured freedom from reprisal for using the grievance procedure.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding may be referred for grievance under this Section; and no arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

Section 25. Outside Employment

No full-time employee of Alameda Municipal Power shall enter into any outside employment or establish any business that constitutes a conflict of interest for the employee or the City. Such outside business or work for others, aside from his or her regular duties with Alameda Municipal Power is subject to the authorization of the General Manager and will be allowed only under the provisions that:

(1) Such outside work, or business, does not interfere with his or her efficiency in performing regular duties;

(2) Such outside work, or business, does not prevent him or her from responding to orders from Alameda Municipal Power to perform overtime work;

(3) Such outside work, or business, does not occasion discredit upon or create embarrassment for Alameda Municipal Power and/or City government.

Section 26. Miscellaneous

26.1 Break Period

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

26.2 Tool Replacement

Hand tools and equipment, replaced under the subsection, are defined as all those hand tools and equipment originally purchased by an employee and used to do construction and repair work for Alameda Municipal Power. AMP is authorized to replace certain personal hand tools worn out in the course of employment. AMP will replace a unit, at AMP expense, only it if is worn out by the employee while doing work for AMP. No unit will be replaced unless the used, worn-out unit is turned in at the time replacement is requested. A supervisor must approve the replacement of any unit before the Storekeeper issues a new one. AMP shall determine which tools will be replaced for each job classification. If, in the judgment of an employee's supervisor, a tool is broken through misuse or abuse, or is lost, it will not be replaced. When an employee needs one of these units which cannot be replaced at AMP expense under this subsection, AMP is authorized to sell it to said employee at stock card cost. Where the tool is purchased is optional with the employee.

The following list of tools represents those which have been determined as necessary for the various job classifications.

Lineworker and Apprentice

Pliers
Crescent Wrenches
Body Belt
Channel Locks
Folding Rules
Hammers
Screwdrivers
Safety Belts
Hooks (Climber)
Straps (Climber)
Pads (Climber)
Knives
Gaffs
1/2" x 9/16" Speed Wrench
5/8" x 3/4" Speed Wrench
Small Parrot Bill Cutters (Non-ACSR)

Electrical Maintenance Technician and Apprentice

9" Lineworker's Pliers
9" Stakon Pliers
10" Channel Locks
7" Diagonal Pliers
4" Screwdrivers
6" Screwdrivers
Jeweler's Screwdriver Set
8" Screwdrivers
4" Phillips Screwdrivers
6" Phillips Screwdrivers
8" Phillips Screwdrivers
4" Screw Starters
6" Screw Starters
6" Crescent Wrenches
10" Crescent Wrenches
Allen Wrench Sets
Knopp Voltage Testers

Tool Pouch (Electrician's)
Tool Pouch Belts
Awls
Hammers (Claw and Ball Pein)
Nut Driver Sets (Spintite – 3/16" to 1/2")
Jeweler's Glass (7 Power)
Screw Holder Sets (Magnetic)

Helper, Electrical

9" Klein Pliers
6" Screwdriver
12" Crescent Wrench
8" Crescent Wrench
Skinning Knife
Tool Pouch
Tool Pouch Belt
Channel Lock Pliers
Ripping Hammer
1/2" x 9/16" Speed Wrench
5/8" x 3/4" Speed Wrench
Small Parrot Bill Cutters (Non-ACSR)

Meter Service Worker

9" Lineworker's Pliers
7" Diagonal Pliers
7" Long Nose Pliers
10" Crescent Wrenches
Knopp Voltage Testers
6" Screwdrivers
6" Phillips Screwdrivers
Electrician's Knives

All tools listed for each job classification, obviously worn out in the normal course of employment with AMP, will be replaced. Requests for replacement of tools where there is no tool to turn in, or there is question as to whether the tool should be replaced, shall be made through a supervisor.

26.3 Reimbursement for the Costs of Work-Related Study

Any permanent full-time employee will be reimbursed for the cost of tuition, books, and laboratory fees in an amount not to exceed Seven Hundred and Fifty ($750) Dollars per year upon successful completion of any course of work-related study. In order to qualify for this payment, an employee must show evidence of the work-related nature of the course of study to the General Manager and obtain approval prior to enrollment. Reimbursements for these costs will normally be made at the end of each semester or quarter, upon presentation of satisfactory certificate of completion from an approved school or college, together with receipts for expenditures made in connection thereof. Reimbursement for the cost of approved correspondence courses will be made whenever evidence of satisfactory completion of sections of the course are submitted, in the proportion that each section is to the total number of such sections in the complete course; but not at intervals of less than three (3) months.

The Seven Hundred and Fifty ($750) Dollars maximum for any one year period will be disregarded for an Apprentice who is training under the Apprenticeship Program Master Agreement Appendix "C".

26.4 Work Clothing

For safety reasons, it is suggested that employees assigned to work involving exposure to electrical hazards wear cotton clothing. AMP will provide Store Room personnel laundered coveralls for use as needed.

An employee who submits a receipt for the purchase of AMP designated work shoe (Appendix B) will receive payment up to the full amount allowed for that classification per fiscal year as reimbursement for one pair of shoes. Any excess funds left over may be spent on repair of work shoes during the fiscal year.

One pair of safety glasses will be furnished at AMP expense each fiscal year for those employees working the majority of their time in an environment requiring Safety glasses. AMP management will determine if in addition a pair of sunglasses will be provided annually for those who spend the majority of their time working outside in an environment requiring Safety glasses.

Those workers who climb can choose between buying a climbing boot or ground work boot. Work shoes shall be worn as a condition of employment.

Section 27. Separability of Provisions

Should any part of this Memorandum of Understanding, or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such part or portions of this Memorandum of Understanding shall not invalidate the remaining portions thereof. The remaining portions or parts shall remain in full force and effect. It is mutually agreed that, upon such invalidation, AMP and the Union will meet and confer in good faith with reference to the parts or provisions thus invalidated.

Section 28. Past Practices and Existing Memoranda of Understanding

This Memorandum of Understanding shall supersede all existing memoranda of Understanding between AMP and the Union. However, it is understood and agreed that letters of understanding or letters of agreement executed by the parties shall not be superseded unless specifically agreed to by the parties.

Section 29. Labor Management Committee

The parties agree to create a sub-committee of the existing labor/management committee whose purpose is to generate ideas on how AMP can improve its recruitment efforts for line related classifications. The development of this sub-committee will be made a part of the agenda for the next labor/management committee meeting, immediately following ratification of this 2005-2008 MOU. This sub-committee will set up a mutually agreeable schedule of meeting dates over the ensuing ninety (90) days and at the conclusion of that period of time or sooner, will submit its recommendations to the General Manager for his/her consideration.

Made and entered into this 6th day of January, 2010.

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING
Between
CITY OF ALAMEDA
and
INTERNATIONAL BROTHERWOOD OF ELECTRICAL WORKERS, LOCAL 1245
January 1, 2009 – December 18, 2010

International Brotherhood of
Electrical Workers
Local Union No. 1245

By _____
Tom Dalzell
Business Manager

_____
Liz McInnis

_____
Larry Rodriguez

_____
Al Fortier

City of Alameda

By _____
Ann Marie Gallant
Interim City Manager

APPROVED AS TO FORM:

By _____
Asst City Attorney

CITY OF ALAMEDA
ALAMEDA MUNICIPAL POWER
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
EFFECTIVE January 6, 2008

CODE	CLASSIFICATION	HOURLY					
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	Non-Exempt						
7718	Chief System Dispatcher					43.54	45.72
7760	System Dispatcher			35.91	37.71	39.60	41.58
7750	Electrical Mtce Working Supervisor					43.54	45.72
7770	Electrical Maintenance Technician			35.91	37.71	39.60	41.58
7789	Street Light Maintenance Technician	29.09	30.54	32.07	33.67	35.35	
7790	Apprentice Electrical Mtce Technician		29.75	31.24	32.80	34.44	
7795	Meter Service Technician	26.53	27.86	29.25	30.71	32.25	
7745	Line Working Supervisor					43.54	45.72
7780	Apprentice Electrician		29.75	31.24	32.80	34.44	
7775	Journey Lineworker					39.60	41.58
7765	Service Lineworker					40.59	42.62
7785	Apprentice Lineworker	29.22	30.68	32.21	33.82		
7791	Utility Construction Compliance Spec	29.09	30.54	32.07	33.67	35.35	
7799	Utility Construction Foreperson	27.51	28.89	30.33	31.85	33.44	
7794	Lead Electrical Helper	25.01	26.26	27.57	28.95	30.40	
7797	Electrical Helper	23.83	25.02	26.27	27.58	28.96	
7270	Electrical Engineering Aid	24.57	25.80	27.09	28.44	29.86	
7140	Storekeeper			30.58	32.11	33.72	
7130	Stock Clerk	23.43	24.60	25.83	27.12	28.48	
7133	Facilities Maintenance Worker	24.62	25.85	27.14	28.50	29.93	
7135	Inventory Control Clerk	25.60	26.88	28.22	29.63	31.11	

AMP DESIGNATED WORK SHOE

AMP Designated Work Shoe, as referenced in the MOU is as follows:

Climbing Boot: 8 inch boot with shank, heel, and slip resistant sole.

Personnel:	Line Working Supervisor (LWS), Service Lineworker (SLW), Lineworker (LW), Apprentice Lineworker (LWA).
Ground Work:	Minimum 6 inch work boot, with or without heel, and slip resistant sole.
Personnel:	Line Working Supervisor (LWS), Service Lineworker (SLW), Lineworker (LN), Apprentice Lineworker (LWA), Electrician Working Supervisor (EWS), Electrical Helper (HE), Electrical Maintenance Working Supervisor (EMWS), Electrical Maintenance Technician (EMT).
Warehouse:	Work boot or show, with steel toe, with or without heel, and slip resistant sole. Must comply with ANSI Z41 PT83 (stamped on boot or shoe)
Personnel:	Storekeeper (SK), Stock Clerk (SC)
Other Work:	Work boot or shoe, with or without heel, and slip resistant sole.
Personnel:	Facilities Maintenance Worker (FMW), Meter Service Technician (MST), System Dispatcher (SD), Electrical Engineering Aid (EEA)

REIMBURSEMENT FOR AMP DESIGNATED SHOES

POSITION	AMOUNT	NON-CLIMBING
LWS	$235	$135-Line Working Supervisor
SLW	$235	$135-ServiceLineworker
LW	$235	$135-Lineworker
LWA	$235	$135-Apprentice Lineworker

EWS	$135-Electrical Working Supervisor
HE	$135-Electrical Helper
EMWS	$135-Electrical Maintenance Working Supervisor
EMT	$135-Electrical Maintenance Technician
MST	$100-Meter Service Technician
SK	$110-Storekeeper
SC	$110-Stock Clerk
EI	$100-Electrical Inspector
FMW	$100-Facilities Maintenance Worker
SD	$75-System Dispatcher
CSD	$75-Chief System Dispatcher
EEA	$75-Electrical Engineering Aide

APPRENTICESHIP PROGRAM MASTER AGREEMENT

Alameda Municipal Power (AMP) under the auspices for the California State Industrial Relations, Apprenticeship Standards Department and in cooperation with the International Brotherhood of Electrical Workers Local #1245 has entered into an apprenticeship program that will educate and train personnel in the performance of specific duties crucial to the operation of AMP.

OBJECTIVE

This program is a conscious effort to gain journeylevel personnel capable of performing complex duties according to AMP and State of California standards and rules, and be knowledgeable of AMP system (electrical) and its intricacies. While it is the intent of AMP to conduct a totally in-house apprenticeship program, the option to include partial outside education, when an excellent course exists, or revert to home-study courses is included in this master apprenticeship agreement.

The above changes will be accomplished by sending notice of the intended change to the International Brotherhood electrical Workers and State Apprenticeship Standards Department prior to the actual change.

In either or any combination thereof relating to the methods of instruction described above, there shall be no lessening of curriculum standards.

PROGRAM

This program contains separate apprenticeship programs that allow AMP to gain journeylevel workers in each of the classification as required. The number and classifications of personnel required to sustain the operation of AMP is such that AMP management will offer apprenticeships as determined by projected requirements for each classification.

APPRENTICESHIP COMMITTEE

In an endeavor to remain impartial and ensure fairness to all apprenticeship applicants and all apprentices having their progress evaluated, AMP will utilize a five (5) person "Apprenticeship Committee (here after referred to as the "Committee"). This "Committee" shall consist of two (2) management personnel and two (2) working personnel of journey level or above from the appropriate division. The fifth member shall be the International Brotherhood electrical Worker Local #1245 Shop Steward.

The Committee shall interview for evaluation all Apprenticeship Program applicants that have been approved, according to Civil Service Rules, for hiring or promotion by the Human Resources Department of the City of Alameda. The Committee shall submit their recommendation/s to the appropriate Division Manager who will make the appointment/s.

*Note: There will be allowances made for prior related apprenticeship time service and/or courses taken.

The Committee shall also have the responsibility of reviewing all progress and interim reports (of both courses and on the job training) and the making of any recommendations to the appropriate Division Manager regarding those reports. The recommendations can be for progression to the next step with a pay raise, the granting of a three (3) month extension to a twelve (12) month step when the difficulty is not lack of effort, or the removal of an apprentice from the program. The Committee

will further be responsible for reviewing the program and submitting any suggestions that would improve the program.

*Note: A Maximum of two (2), three (3) month extensions may be granted to each apprentice during their entire apprenticeship.

Apprenticeship Increments

The apprenticeships are divided into twelve (12) month increments referred to as steps. Each step carries with its certain courses, or portions thereof that must be completed in a satisfactory manner, also progressively more complex orders to follow and duties to perform, plus more responsibilities to accept in the On The Job Training.

Upon the satisfactory completion of a twelve (12) month step, in both the course and On The Job Training portions of that step, the apprentice will progress to the next higher step and receive a step increase in wages.

TRAINING

The apprenticeship training includes non-working hours, classroom or other courses as required and "On The Job Training". The specifics of which can be found in each particular apprenticeship program.

Courses-The classroom/home study courses are of both general and specialized subjects. The general courses will review and teach mathematics to the level required for working the problems contained in the electrical courses. The electrical course/s will be such as to educate the apprentice to the level that they will be more than competent to work on all of the circuits and equipment they will encounter in AMP systems. Other specialized subjects will educate the apprentice in safety, work methods, standards of constructions, use of specialized equipment, etc.

Courses held in a classroom will be of sufficient length in each twelve (12) month period so as to allow the apprentice to complete the required courses or portions thereof, for that period of the apprenticeship.

The apprentice will be held responsible for the make-up of any missed classroom stuck and/or the satisfactory completion of all required home-study courses per period of apprenticeship.

On The Job Training-This portion of the apprenticeship program is designed to allow an apprentice to begin learning, by doing (hands-on). Basic duties that are required for each apprenticeship classification, under direct supervision, to learn progressively more complex duties and to accept more responsibility as they progress through the program.

PROGRESS REPORTS

Courses-Each instructor with a course in progress shall submit a quarterly progress report for each apprentice attending the course. At the conclusion of a course the instructor shall submit a final report for each apprentice attending the course.

At the end of each twelve (12) month increment of the apprenticeship, all instructors that held classes during that period of time shall collectively submit an annual progress report for each apprentice.

Should an apprentice encounter great difficulty through either lack of ability to learn or lack of effort, the instructor shall submit an interim report regarding that apprentice and the problem.

On The Job Training-An apprentice shall (when practical) work for a supervisor for a maximum of three (3) months during any twelve (12) month increment of the apprenticeship. That supervisor shall submit a quarterly report for each apprentice under his/her supervision. If an apprentice works for more that one (1) supervisor during that period, all of the supervisors that the apprentice worked for shall collectively submit the Quarterly Report.

At the end of each twelve (12) month increment of the apprenticeship program for an apprentice, all supervisors that supervised that apprentice during that period of time shall collectively submit an annual progress report for the apprentice.

Should an apprentice encounter great difficulty through either lack of ability or effort, the supervisor of that apprentice shall submit an interim report regarding the apprentice and the problem.

All reports shall be submitted to the Apprenticeship Committee which shall review the progress or interim reports and submit their recommendations, as described in the Apprenticeship Committee section of this agreement, to the appropriate Division Manager.

Apprenticeship Deficiencies

Should an apprentice prove deficient in progressing through either the course or on the job training portion of an apprenticeship step that apprentice shall not progress to the next higher step nor shall the apprentice receive the step increase in wages.

An apprentice as described above may at the suggestion of the Apprenticeship Committee and approval by the appropriate Division Manager, be granted a three (3) month extension by AMP General Manager to eliminate the deficiency and be allowed to progress to the next higher step in the apprenticeship and receive the step increase in wages.

*Note: A maximum of two (2) extensions may be granted during the term of an apprenticeship.

Should an apprentice be removed from the apprenticeship program because of lack of effort or inability to learn, one of the following actions will be taken.

(1) An apprentice that was promoted from a permanent status position with AMP and is removed during the apprenticeship program shall be demoted to the prior classification in which they held permanent status or the Electrical Helper classification and be paid the basic wages for that classification. First consideration shall be given to placing the demoted employee in a classification where a vacancy exists. If there are no existing vacancies, the demotion shall not result in a permanent increase in the number of budgeted positions in the affected classification.

(2) An apprentice that was promoted from a classification in which they held a probationary status with AMP and is removed prior to completing 1000 hours of work in AMP's apprenticeship program shall be reinstated to their prior classification. An apprentice that was promoted from a classification in which they held a probationary status with AMP and is removed after completing more than 1000 hours of work in AMP's apprenticeship program shall have their employment with AMP terminated.

(3) An apprentice that was hired by AMP as an apprentice and is removed shall have their employment with AMP terminated.

REIMBURSEMENT

Approved Items-An apprentice shall be reimbursed for the cost of all required tuition, books, and laboratory fees upon the satisfactory completion of each course or section of an extended course as provided for in Section #26.3 of this Memorandum of Understanding.

*Note: Because the cost of the required courses may exceed the amount allowed in this Memorandum of Understanding, that amount shall be disregarded when proving reimbursement to an apprentice.

Items Not Approved-The apprentice shall not receive reimbursement for ordinary school supplies (paper, pens, etc.) for their time spent during non-work hours for classes, nor receive a mileage allowance for miles drive to gain the education required by the apprentice program.

*Note: The exception to the above is that if the apprentice is required to attend a school or class located at such a distance as to prevent their returning home each night, the apprentice shall then be reimbursed for food and lodging, and receive the mileage allowance according to the prevailing AMP travel procedures.

PROBATIONARY PERIOD

Any person appointed to the Apprenticeship Program shall be considered as a probationary employee during the first 1000 hours worked of their apprenticeship, as explained below.

(1) During the first 1000 hours worked of the Apprenticeship, because they are a promoted or newly hired employee, the apprentice is working under the probationary period rules of section #19 of this Memorandum of Understanding.

(2) From the completion of the probationary period (1000 hours worked), until their satisfactory completion of the Apprenticeship program, an apprentice's continued participation in the program will depend on their effort put forth, and their ability to learn to allow then to satisfactorily progress through the Apprentice Program.

Appointment to a Journeylevel Classification

For the term of this 2005-2008 MOU, an apprentice who successfully completes the specified course work and required hours of training will be transitioned to a Journey level position. AMP, through the City of Alameda Human Resources Department, shall post a notice declaring that applications for a journeylevel position will be accepted. An apprentice shall apply and after satisfactorily completing the apprenticeship in that classification and upon approval of the City Manager, they shall be appointed to that position.

The appointments to the journeylevel position will be awarded in accordance with the Civil Service Rules that govern the hiring or promotion of employees.

WAGES

The apprentice shall be compensated for time worked in accordance with the wage scale for appropriate apprenticeship and step as found in Appendix A of this Memorandum of Understanding.

All other conditions of employment (normal hours, overtime, rest period, etc.) will be according to appropriate section of this Memorandum of Understanding.

OBLIGATION OF THE APPRENTICE

All personnel entering the apprenticeship program shall sign an "Apprenticeship Agreement". This agreement required the apprentice to progress, in a satisfactory manner, by learning all that is required to become a journeylevel worker through classroom/home study and on the job training throughout their apprenticeship period.

(1) The apprentice is responsible for attending in a prepared manner, all classroom courses and for applying themselves to gain their education. They are also responsible for the timely and satisfactory completion of all home study courses.

The apprentice is responsible for the make-up of assignments or other classroom work missed due to an excused absence. The apprentice is responsible for the purchase of all required books and payment of all required tuition and laboratory fees.

*Note: Any reimbursements shall be in accordance with the conditions set forth in this Master Apprenticeship Agreement.

(2) The On The Job Training portion of the apprenticeship program required the apprentice to begin by learning basic rules and procedures, and how to perform basic tasks under the direct supervision of a journey level worker. The apprentice shall, throughout their apprenticeship, while working under direct supervision learn progressively more complex rules, procedures and methods of accomplishing their work, plus accept more responsibility.

Should a supervisor deem an apprentice capable of performing a task without direct supervision and both AMP and State Safety Rules allow it, the apprentice may be permitted to do so.

The apprentice is responsible for reporting, ready to work each day and for working in a safe and professional manner. This shall be accomplished by fully understanding and following all instructions and knowing what can or cannot be done, both electrically and according to AMP and State Safety Rules. If a lack of understanding or disagreement should exist, it is the duty of the apprentice to ask questions and/or discuss the instructions until they are completely understood and agreed to, prior to starting any work.

Should a work method disagreement arise between the "direct supervisor" and the apprentice, the crew supervisor shall make the final decision on how to proceed.

The apprentice is responsible for wearing appropriate clothing, footwear, and safety equipment as required by AMP and State Safety Rules as they pertain to that particular classification.

The apprentice shall purchase and be responsible for the care and maintenance of their personal tools and equipment which shall be of a quality that will withstand the rigors of the required use and be acceptable by AMP management.

*Note: The apprentice will not be reimbursed for the cost of the tools and equipment. Alameda Municipal Power will replace these items as they are worn out or damaged through use on the job.

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Between
CITY OF ALAMEDA
And
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 1245

The City of Alameda and the International Brotherhood of Electrical Workers Local Union 1245 (IBEW), having met and conferred in good faith pursuant to the Meyers-Milias Brown Act ("MMBA", Government Code §§ 3500 *et seq.*) and the IBEW Memorandum of Understanding (MOU) for the period from January 1, 2009 through December 18, 2010, agree to the following amendment to that Memorandum of Understanding as follows:

> The term of the International Brotherhood of Electrical Workers Local 1245 (IBEW) 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 shall be increased for the duration of this extension. The new contribution rate will be based on 2011 Kaiser and Blue Shield premiums. Any different contribution level resulting from ongoing negotiations shall replace this extension provision prospectively. In the event no new, successor MOU has been reached at the end of this three-month extension, the City's contribution rates for Flexible Benefits beginning April 1, 2011 will be at the 2010 rates.

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

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1245

By: Raymond J. Thomas

CITY OF ALAMEDA

By: Lisa Goldman
~~Ann Marie Gallant~~ LISA GOLDMAN
Actng ~~Interim~~ City Manager

APPROVED AS TO FORM

By:
Asst City Attorney

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

CITY OF ALAMEDA RESOLUTION NO. 14527

APPROVING AMENDMENT BY EXTENDING MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AND
THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING
JANUARY 1, 2009 AND ENDING DECEMBER 18, 2010 TO MARCH 26, 2011

Approved as to Form
City Attorney

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

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

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

* * * * * *

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Between
CITY OF ALAMEDA
And
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 1245

The City of Alameda and the International Brotherhood of Electrical Workers Local Union 1245 (IBEW), having met and conferred in good faith pursuant to the Meyers-Milias Brown Act ("MMBA", Government Code §§ 3500 *et seq.*) and the IBEW Memorandum of Understanding (MOU) for the period from January 1, 2009 through December 18, 2010, extended through March 26, 2011, agree to the following amendment to that Memorandum of Understanding as follows:

> The term of the International Brotherhood of Electrical Workers Local 1245 (IBEW) Memorandum of Understanding (MOU) shall be extended through December ~~17~~ 31, 2011. 05 LWF
>
> Section 13.1 Health and Welfare. The City contribution for 2011 Flexible Benefits shall be maintained for the duration of this extension at the level provided in the December 21, 2010 Amendment to the Memorandum of Understanding which extended the IBEW MOU through March 26, 2011. The contribution rate will be based on 2011 Kaiser and Blue Shield premiums. In the event no new, successor MOU has been reached at the end of this extension, the City's contribution rates for Flexible Benefits beginning January 1, 2012 will be at the 2011 rates.

This amendment to the Memorandum of Understanding is subject to the approval of the IBEW 1245 bargaining unit ratification vote scheduled for March 21, 2011.

Made and entered into this 10th day of March, 2011

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1245

By: Raymond J. Thomas

CITY OF ALAMEDA

By: Lisa Goldman
Lisa Goldman
Acting City Manager

APPROVED AS TO FORM

By: Donna Mooney
Donna Mooney
Acting City Attorney

CITY OF ALAMEDA RESOLUTION NO. 14560

Approved as to Form
City Attorney

APPROVING AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 1245
AND
THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING
JANUARY 1, 2009 AND ENDING DECEMBER 18, 2010,
AND
EXTENDED THROUGH MARCH 26, 2011

WHEREAS, the membership of the International Brotherhood of Electrical Workers Local Union 1245 (IBEW) has consented to and approved a motion asking the City Council to enter into an agreement to extend the existing IBEW 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 and Blue Shield premium increases) or existing contract terms; and

WHEREAS, there has been submitted to this Council a resulting Amendment to Memorandum of Understanding between IBEW 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 IBEW 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 Weisiger, City Clerk
City of Alameda