MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

ALAMEDA POLICE OFFICERS ASSOCIATION
NON-SWORN UNIT

DECEMBER 20, 2009 – DECEMBER 18, 2010

extended through March 26, 2011

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and
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MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
ALAMEDA POLICE OFFICERS ASSOCIATION NON-SWORN UNIT

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing December 20, 2009 and ending December 18, 2010.

Section 1. Recognition

1.1 Employee Recognition

The Alameda Police Officers Association Non-Sworn bargaining unit for the classifications listed in Appendix A, is represented as members of the Alameda Police Officers Association. The parties have met and conferred and agreed that the City may "privatize" the jail operation at the Employer's sole discretion.

1.2 City Recognition

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

Section 2. Unit Security

2.1 Dues Deduction

Payroll deductions for membership dues shall be granted by the City only to the Unit.

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

1) Payroll deductions shall be for a specific amount and uniform as between employee members of the Unit and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City.

(2) Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until

canceled or modified by the employee by written notice to the City Manager. Employees may authorize dues deductions only for the Unit certified as the recognized representative of the unit to which such employees are assigned.

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

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

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

Section 3. Unit Representatives

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

Section 4. Access to Work Locations

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

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

Section 5. Use of City Facilities

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

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

Section 6. Bulletin Boards

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

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

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

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

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

Section 7. Advance Notice

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

Section 8. City Rights

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

Section 9. No Discrimination

There shall be no discrimination or harassment of any kind because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, sexual orientation, denial of family care leave or Unit activities against an employee or applicant for employment by the Unit or by the City or by anyone employed by the City. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

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

Section 10. Hours of Work

The workweek consists of forty (40) hours and the employee will receive a paid forty (40) minute lunch period each workday during which the employee will be available for any emergency call.

The Chief of Police will establish the number of shifts and start times for the forty-hour (40) workweek.

Section 11. Overtime, Call Back, Acting Pay, Training, Stand-by

11.1 Overtime Authorization

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

11.2 Definition of Overtime

Any authorized time worked shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

11.3 Call Back

If an employee is called back to work, he or she shall, upon reporting, receive a minimum of four (4) hours' work, or if four (4) hours' work is not furnished, a minimum of four (4) hours' pay at time and one-half (1-1/2).

This provision does not apply to instances in which the employee is called to report before his or her regular starting time and is worked from the time he or she reports to his or her regular starting time.

This Section 11.3 is governed by the Police Department's July 11, 1988 memo regarding Call Back Pay Policy.

11.4 Acting Pay

An employee who is assigned in writing by the Chief of Police and approved by the City Manager to perform a job in another classification during the temporary or permanent absence of an employee shall be paid the first step of the higher classification which is

above the salary step of the employee assigned to the acting position, but not less than five percent (5%).

11.5 Training

If a Police Technician is required by the Department or by state law to attend a training class on his or her regular day off, or on his or her regular workday but not contiguous with his or her regular shift, he or she shall be guaranteed a minimum of two (2) hours' overtime at the overtime rate of pay. If a Police Technician is required by the Department to attend a training class contiguous with his or her regular duty shift, he or she shall be guaranteed a minimum of one (1) hour overtime at the overtime rate of pay, with the understanding that there may be, at the Department's discretion, a break of less than fifteen (15) minutes between the end of the work shift and the beginning or end of the one (1) hour training period.

11.6 Compensatory Time

The present compensatory time policy as described in General Order 80-65 will be continued for the duration of this Memorandum of Understanding.

Maximum Compensatory Time accrual is eighty (80) hours.

11.7 Court Time

Employees who are off-duty and who are required to testify in court or attend a District Attorney's conference in any criminal matter will receive a minimum of four (4) hours' overtime computed at time and one-half (1-1/2). Overtime in excess of the minimum two (2) hours' or contiguous with a work shift will be computed at time and one-half (1-1/2) for actual time involved.

Section 12. Salaries

12.1 Rates of Pay

The hourly salary range for each classification shall be as 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 City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary. The City Manager's decision shall be final.

12.3 Step Increases

The step plan of each salary range shall be applied and interpreted as follows for permanent and probationary employees:

The first step shall be the minimum rate and shall normally be the hiring rate for the class. In a case where it is difficult to secure a qualified person or if a person of unusual qualifications is engaged, the City Manager, after receiving the recommendation of the Chief of Police and the advice of the Human Resources Director, may approve appointment above the first step.

The second step shall be paid upon satisfactory completion of one (1) year of paid status at the first step.

The third step shall be paid upon satisfactory completion of one (1) year of paid status at the second step.

The fourth step shall be paid upon satisfactory completion of one (1) year of paid status at the third step.

The fifth step shall be paid upon satisfactory completion of one (1) year of paid status at the fourth step.

The sixth step, where applicable, shall be paid upon satisfactory completion of one (1) year of paid status at the fifth step.

The seventh step, where applicable, shall be paid upon satisfactory completion of one (1) year of paid status at the sixth step.

Raises to each of these steps shall be automatic unless an unsatisfactory service rating report is made. Following an unsatisfactory service rating report, a raise may be delayed by the Chief of Police for not more than six (6) months with the approval of the City Manager. A raise to any step may be made at any time by the City Manager on the recommendation of the Chief of Police whenever an employee exhibits unusual merit.

12.4 Conversion Rate

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

Section 13. Health and Welfare

13.1 Flexible Benefit Plan

The City has contracted with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for employees covered by this Memorandum of Understanding, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS.

The City has established a Flexible Benefits Account for each full-time regular employee who is eligible to enroll in one of the PERS medical insurance plans offered by the City. The Flexible Benefits amounts contributed by the City are considered to meet the minimum employer contribution (MEC) requirements of PERS.

The City's initial contribution was One Dollar ($1.00) on behalf of each eligible retired employee or eligible survivor of a retired employee and adjustments are made to this number in accordance with PERS requirements.

The City shall make the following contributions per month per eligible employee toward the Flexible Benefits Plan for Medical Insurance (includes the City MEC contribution if enrolled in PERS medical insurance):

	Effective 01-01-2009	Effective 01-01-2010
Employee w/o Medical – Cash Back	$ 230.00	$ 230.00
Employee only	$ 508.30	$ 532.56
Employee and one dependent	$1,016.60	$1,065.12
Employee & two or more dependents	$1,321.58	$1,384.66

Effective January 1, 2010, the City will increase its contribution to the Flexible Benefit Plan to reflect 100% of the cost of the CalPERS Bay area/Sacramento Kaiser Premium at each level of coverage (employee, employee + 1 and employee + family). For those who elect not to enroll in one of the City sponsored medical plans, the maximum amount of cash the employee will receive will be set at $230.00 per month. In the event Kaiser is not offered by PERS, the parties will meet and confer regarding a substitute provider rate.

Following the expiration of this MOU, the City shall not change the amount of money allocated to the Flexible Benefit Plan, unless agreed upon in a successor MOU.

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

In the event the above listed amounts are insufficient to pay 100% of the premiums required of employees enrolled in any one of the PERS medical insurance plans listed below, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

Each employee shall notify the Human Resources Department in writing on a form provided, on or before the last day of the PERS open enrollment month each year as to how the monies in his/her Flexible Benefit Account are to be expended during the twelve (12) month period beginning the first day of each PERS benefit year. 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 Human Resources Department of any change to the number of his/her dependents, which affects the amount of the City payment to the Flexible Benefits Account. 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 amount paid to his/her Flexible Benefits Account. Changes to flexible benefit 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 advice from the employee is received by the Human Resources Department. No retroactive increases to the City's payments shall be allowed.

13.2 Dental

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

13.3 Life Insurance

The City shall make the necessary contributions per month per eligible employee 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 Health and Welfare Study

During the term of this agreement, the City may propose alternate medical providers, to replace the CalPERS program. The bargaining unit will be notified of any proposed change in advance and will be allowed the opportunity to meet with the City prior to making any such change. If negotiations are requested regarding the change, PANS agrees to participate in a coalition format. In the event cost savings are realized as a result of a change in plans, the application of such savings will be subject to negotiations.

13.5 Employee Assistance Program (EAP)

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

13.6 Long Term Disability (LTD) Plan

The City will provide a paid for LTD insurance plan at no cost to all employees covered under this MOU. The City shall contribute up to one Dollar and Twenty Cents ($1.20) per One Hundred Dollars ($100.00) of an employee's monthly salary up to Twenty-five Dollars ($25) per month per employee to provide the Long Term Disability Insurance Program.

Section 14. Retirement Plan

For the duration of this Memorandum of Understanding, the present Retirement Plan shall be maintained at the benefit level described in the City of Alameda's contract of January 1, 1957, as amended, with Public Employees' Retirement System.

Section 15. Uniform Allowance

The uniform allowance shall be Seven Hundred and Seventy-Five Dollars ($775) per year paid in quarterly installments.

Section 16. Holidays

All employees covered by this Memorandum of Understanding shall be paid additional compensation for City recognized holidays with no option for time off, at the rate of .07502 of their regular salaries paid on a biweekly basis. Holiday pay shall be administered as per 2 C.C.R. Sec. 571 (a)(5).

Section 17. Vacation

17.1 Vacation Scheduling

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

17.2 Vacation Benefits

Vacation benefits will be accrued on a pay period basis. Employees shall earn vacations on an anniversary year basis and shall be entitled on their next anniversary year to a vacation as follows:

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

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

Sixteen (16) working days' vacation with pay if he or she shall have been in the service of the City for a period of six (6) years or more but less than seven (7) years prior to such anniversary date.

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

Seventeen (17) working days' vacation with pay if he or she shall have been in the service of the City for a period of eight (8) years or more but less than nine (9) years prior to such anniversary date.

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

Eighteen (18) working days' vacation with pay if he or she shall have been in the service of the City for a period of (10) years or more but less than eleven (11) years prior to such anniversary date.

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

Nineteen (19) working days' vacation with pay if he or she shall have been in the service of the City for a period of twelve (12) years or more but less than thirteen (13) years prior to such anniversary date.

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

Twenty (20) working days' vacation with pay if he or she shall have been in the service of the City for a period of fourteen (14) years or more but less than fifteen (15) years prior to such anniversary date.

Twenty (20) working days' vacation with pay if he or she shall have been in the service of the City for a period of fifteen (15) years or more but less than twenty-one (21) years prior to such anniversary date.

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

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

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

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

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

17.3 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. Except as so limited, earned vacation not used may be accrued and carried over from year-to-year without limitation.

17.4 Vacation Paycheck

The City agrees to deposit an employee's paycheck in his or her bank account if authorized by such employee, and if such employee is out of town on vacation on payday. The deposit of an employee's paycheck while an employee is on vacation shall be in accordance with procedures developed by the City's Finance Director.

Section 18. Sick Leave

18.1 Benefits

Regular and probationary employees shall accrue sick leave at the rate of eight (8) hours per month, provided they have been in a pay status on one hundred sixty (160) straight-time hours that month. Except as so limited, earned sick leave not used may be accrued and carried over from year-to-year without limitation. 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 of actual sickness or disability. Charge of sick leave used shall be on the basis of one (1) hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned.

18.2 Notification Requirement

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

18.3 Doctor's Certificate or Other Proof

At the discretion of the employee's supervisor, a personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for more than forty (40) consecutive work hours, the employee shall file a physician's certificate with the Chief of Police stating the cause of the absence and certifying that such employee is not able to perform the duties of the employee's employment.

18.4 Illness in the Immediate Family

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

18.5 Sick Leave during Probationary Period

No sick leave shall be granted during the first six (6) months of employment with the City. However, when a permanent appointment is received, sick leave accumulation with pay shall be allowed for time worked in the probationary status, provided the one hundred sixty (160) straight-time hours per month work requirement has been met.

Section 19. Leaves of Absence

19.1 Leave Without Pay

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

final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

19.2 Jury Duty

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

19.3 Military Leaves of Absence

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

19.4 FMLA & ADA & Maternity Leave

FMLA

FMLA shall be administered pursuant to applicable federal and state law.

ADA

ADA shall be administered pursuant to applicable federal and state law.

Maternity Leave

Maternity Leave shall be administered pursuant to applicable federal and state law.

19.5 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California. Integration of sick leave with Workers' Compensation is to be automatic; the City may not waive integration, and any employee entitled to Workers' Compensation must apply, therefore, before sick leave benefits are payable.

The City reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

19.6 Funeral Leave

In the event of a death in the immediate family of an employee of the City of Alameda, 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 three (3) regularly scheduled working days. (Five (5) days for the purposes of spouse, domestic partner, parent or child). This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on leave of absence, layoff, or sick leave.

For the purposes of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents and grandchildren. At the request of the City, the employee will furnish a death certificate and proof of relationship.

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

19.7 Catastrophic Leave Bank

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

Eligibility

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

Benefits

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

Guidelines For Donating Leave Credits To The Time Bank

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

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

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

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

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

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

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

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

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

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

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

Section 20. Probationary Period

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

The probationary period for a Senior Public Safety Dispatcher and Crime Scene Specialist is six (6) months and the probationary period for all other classifications is twelve (12) months.

These periods are normally considered sufficient to observe and evaluate an employee's performance of their full range of duties and responsibilities required in their position during "active duty". These periods may be extended for extended leaves of absence (including illness, injury or maternity leave) or limited duty. Extended leaves of absence or limited duty are not credited towards completion of the probationary period. In the event of extended leaves of absence, or periods of limited duty, in excess of fourteen (14) calendar days, the City may extend the probationary period by an equal amount upon prior written notification to the employee. The City may also extend a probationary period up to a maximum of six (6) months upon mutual written agreement with the employee.

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

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted, unless he/she is discharged.

Section 21. Layoff

21.1 Layoff and Reemployment

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable, in the opinion of the City, to perform the work required. An employee laid off from City service prior to being rehired must pass the physical examination administered by a City-appointed physician and must pass the background check administered by the Police Department. The names of employees laid off shall be placed on a Reemployment Eligible List as hereinafter specified.

Layoffs shall be made in the inverse order of Department seniority.

When a promotional reduction is made in the Police Department, demotions shall be made in the inverse order of seniority in classification. An employee being demoted shall be placed in the classification he or she last held prior to the classification from which he or she is being demoted. Time spent in the higher classification shall be treated as seniority time in the lower classification to which the employee is demoted for purposes of calculating seniority in that lower classification.

The Reemployment Eligible List shall consist of the names of employees and former employees having probationary or permanent status who were laid off in that classification. The rank order on such list shall be determined by relative seniority as specified above. Such list shall take precedence over all other eligible lists in making appointments to the classification in which the employee worked.

The name of any person laid off shall continue on the appropriate Reemployment Eligible List for a period of three (3) years after it is placed thereon. The names of any eligible employees on a Reemployment Eligible List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

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

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.

Any employee who was hired by the City prior to July 1, 1978, and who has been in the service of the City for a period of six (6) years or more but less than fifteen (15) years shall receive five (5) working days' pay at the employees current rate of pay at the time of layoff. An employee with more than sixteen (16) years of service with the City shall receive ten (10) working days' pay at the employee's current rate of pay at the time of layoff.

21.2 Alternatives to Layoff

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

Section 22. Discharge or Discipline

22.1 Right of Discharge or Discipline

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

22.2 Appeals

If an employee feels he or she has been unjustly discharged, he or she shall have the right to appeal his or her case through the appropriate procedure (Section 24.5). Such appeal must be filed with the City Manager or the Civil Service Board by the employee in writing within five (5) working days from the date of discharge and unless so filed the right of appeal is lost.

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

Section 23. Personnel Files

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file without prejudice to subsequent arguments concerning the contents of such documents. An employee shall have the right to respond within five (5) days in writing to any written material entered in the employee's personnel file. Such written response shall be included in the employee's personnel file.

Section 24. Grievance Procedure

Definition of a Grievance

A grievance is any dispute arising during the term of this Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of

Understanding including disputes over termination of non-probationary employees, demotions, reduction in grade and suspensions without pay. Discipline not involving termination, demotion, reduction in grade or suspension without pay is not subject to the Adjustment Board and advisory Arbitration provisions.

24.1 Initial Discussion

Any employee or Unit representative shall discuss a grievance with the Police Chief or with such subordinate management official as the Police Chief may designate.

24.2 Referral to City Manager

If the grievance is not resolved within the Department, the employee or Unit representative may notify the City Manager in writing that a grievance exists. Such notifications shall state the particulars of the grievance and, if possible, the nature of the determination which is desired. A grievance which has been heard and investigated pursuant to this Section and Section 24.1 and which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Adjustment Board.

24.3 Adjustment Board

In the event the Unit and the City are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is hereinabove defined) which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) employee representatives, and three (3) representatives of the City. The Unit shall be an indispensable party to any grievance that is submitted to the Adjustment Board.

If an Adjustment Board is unable to arrive at a majority decision, either the Unit or the City may request that the grievance be referred to the City Manager. The Unit or the City may, alternatively, refer the grievance to advisory arbitration.

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

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 Adjustment Board or Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

Decisions of Adjustment Board on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

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

24.4 Advisory Arbitration

If advisory arbitration is requested, representatives of the City and the Unit shall meet

promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Unit and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

24.5 No Abridgement of Other Rights of Appeal

The provisions of this grievance procedure shall not abridge on rights granted to employees under the City Charter or City ordinances, resolutions, rules and regulations providing other procedures for resolving disputes, except that an employee may not submit a grievance to an Adjustment Board or arbitrator in accordance with this grievance procedure if the employee has elected to use another procedure available under the City Charter or City ordinances, resolutions, rules and regulations for the resolution of his or her grievance.

24.6 Pay Claims

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than sixty (60) days from the date of filing.

24.7 Disciplinary Action

No grievance involving the discharge, demotion, reduction in grade, or suspension of an employee will be entertained unless it is filed in writing by the employee with the City Manager or Civil Service Board within five (5) working days from the date of the notification of the action.

Section 25. Outside Employment

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by the employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment from other than the City of Alameda without the approval of the City Manager.

Section 26. Miscellaneous

26.1 Residence

Employees may reside within the City, or within a geographical area located in and limited to an area which permits a time of response, using the most direct and feasible surface route in compliance with the legal vehicular speed limits, from place of residence to place of work not exceeding fifty (50) minutes.

26.2 Compensation of Property Damaged in the Course of Employment

The City shall compensate an employee up to One Hundred Dollars ($100.00) per year for the repair or replacement of a watch damaged in the course of the performance of the employee's duties with the City of Alameda and replace in kind an employee's glasses damaged or broken in the course of the performance of the employee's duties with the City. Such reimbursement/replacement shall be in accordance with applicable Department policy.

26.3 Educational Reimbursement and Educational Incentive
The City shall continue the educational reimbursement program instituted on July 1, 1971 and revised August 26, 1971.

26.4 Bilingual Pay
In accordance with the City's Bilingual Pay Policy, the Police Department will designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential is Sixty Dollars ($60.00) per month for active full time dispatchers.

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

26.6 Seat Belts
The parties agree that during the course of their employment employees will wear seat belts.

26.7 Training Assignment
An employee assigned by the Chief of Police to a training assignment will receive Thirty Dollars ($30.00) per day for the duration of the assignment. The length of such assignment shall be determined by the Chief of Police.

26.8 Meal Allowance
Effective July 1, 2007, the meal allowance shall be Nineteen Dollars ($19) per day and will be administered pursuant to appropriate Police Department regulations.

Section 27. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. Upon such invalidation the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

Section 28. Past Practices an Existing Memoranda of Understanding

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

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

Section 29. Term of Agreement

This agreement shall become effective following ratification by PANS and approval and adoption of the Memorandum of Understanding (MOU) by the Alameda City Council and shall expire on December 18, 2010.

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA
And
ALAMEDA POLICE OFFICERS ASSOCIATION NON-SWORN UNIT

DECEMBER 20, 2009 – DECEMBER 18, 2010

Made and entered into this 2nd day of March, 2010.

Alameda Police Officers Association
Non-sworn Unit

By _____
Lance Leibnitz

By _____
Ed Dowd

CITY OF ALAMEDA

By _____
Ann Marie Gallant
Interim City Manager

APPROVED AS TO FORM

By _____
Asst City Attorney

CITY OF ALAMEDA

ALAMEDA POLICE OFFICERS ASSOCIATION-Nonsworn

EFFECTIVE December 21, 2008

CODE	CLASSIFICATION	HOURLY						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Non-Exempt								
4071	Senior Public Safety Dispatcher	32.33	33.95	35.65	37.43	39.30		
4072	Crime Scene Specialist	26.63	27.96	29.36	30.83	32.37	33.99	35.69
4074	Public Safety Dispatcher	28.75	30.19	31.70	33.29	34.95		
4075	Property & Evidence Technician	26.10	27.41	28.78	30.22	31.73		
4078	Jailer	22.50	23.62	24.80	26.04	27.34	28.71	30.15
4079	Police Technician	22.50	23.62	24.80	26.04	27.34	28.71	30.15
4095	Animal Control Officer	19.80	20.79	21.83	22.92	24.07	25.27	26.53

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Between
CITY OF ALAMEDA
And
ALAMEDA POLICE OFFICERS ASSOCIATION NON-SWORN UNIT

The City of Alameda and the Alameda Police Officers Association Non-Sworn Unit (PANS), having met and conferred in good faith pursuant to the Meyers-Milias Brown Act ("MMBA", Government Code §§ 3500 *et seq.*) and the PANS Memorandum of Understanding (MOU) for the period from December 20, 2009 through December 18, 2010, agree to the following amendment to that Memorandum of Understanding as follows:

> The term of the Alameda Police Officers Association Non-Sworn Unit (PANS) 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 rates will be based on 2011 Kaiser premiums. Any different contribution level resulting from ongoing negotiations shall replace this extension provision prospectively. In the event a successor MOU has not been reached at the end of this three-month extension, the City's contribution rates for Flexible Benefits beginning April 1, 2011 will be at the 2010 rates.

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

ALAMEDA POLICE OFFICERS
ASSOCIATION NON-SWORN UNIT

By: Lance Lubnitz

CITY OF ALAMEDA

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

APPROVED AS TO FORM

By: [illegible]
Ass't City Attorney

Approved as to Form
City Attorney

CITY OF ALAMEDA RESOLUTION NO. 14529

APPROVING AMENDMENT BY EXTENDING MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALAMEDA POLICE OFFICERS ASSOCIATION NON-SWORN UNIT
AND
THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING DECEMBER 20, 2009 AND ENDING DECEMBER 18, 2010 TO MARCH 26, 2011

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

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

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

* * * * * *

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

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

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

Lara Weisiger, City Clerk
City of Alameda