

Agreement Between

City of Oakland



and

**Confidential Management
Employees Association
Unit U31**

July 1, 2015 to June 30, 2017

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PREAMBLE

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

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

ARTICLE 1: RECOGNITION

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

ARTICLE 2: NONDISCRIMINATION

2.1 Discrimination Prohibited

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

2.2 Reasonable Accommodation

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

ARTICLE 3: CITY RIGHTS

Except as limited by the City Charter, Civil Service Rules, and this Agreement, the City retains all rights, powers, and authority granted to it by local, state and federal law. The City holds the exclusive right and responsibility to determine the size and scope of the organization and its activities, to determine the mission of each of its organizational units, set service standards, determine and enforce the required levels of employee skill and performance, and to exercise control and discretion over its organization and operations, including the use of its equipment and vehicles.

It is the exclusive right and responsibility of the City to assign, reassign, and direct its employees, and to determine the means, number and kind of personnel by which the City's operations are to be conducted, to take disciplinary action for proper cause, to terminate employees for lack of funds or lack of work or other legitimate reasons. It is the City's responsibility to take all necessary actions in emergencies to carry out its functions, including to direct its employees to respond as needed.

The City holds the exclusive right and responsibility to contract any work or operations as permitted under the City Charter and this Agreement. The City will consult with the Union on the practical consequences of contracting any work or operation permitted under the City Charter.

The City reserves its right to propose changes in wages, hours, and other terms and conditions of employment not covered by this Agreement. The City reserves its right to determine matters outside the scope of representation. The City shall not be required to meet and confer on City Rights as defined in this article.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 CMEA Access To Work Locations

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

4.2 CMEA Representatives

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

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

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

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

4.3 City-Provided Information To CMEA

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

4.4 Interoffice Mail Service

The CMEA shall be allowed reasonable use of City interoffice mail service, telephone, voice mail and email for the distribution of information related to Association meetings and activities, provided such materials do not violate Article 2 (Nondiscrimination) of

this MOU or Administrative Instruction 71 (dated April 1, 2004), as amended, and are neither defamatory nor of a partisan political nature.

4.5 Meeting Space

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

4.6 State Of California Workers' Compensation Information

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

4.7 Negotiating Team

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

4.8 Employee Notification of Representation

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

4.9 Distribution of Contract

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

4.10 Deductions

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

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

4.11 CMEA Input on Management Issues

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

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

4.12 Bargaining Unit Designation

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

ARTICLE 5: COMPENSATION

5.1 Salary Schedule

Wages for represented employees covered by this MOU shall be increased by four percent (4.0%) effective July 1, 2015; two percent (2.0%) effective November 1 2016; and two percent (2.0%) effective May 1, 2017.

Revenue Sharing Payment

A one-time revenue share payment shall be paid to eligible unit members under the terms of this section. This payment shall be comprised of the FY 2014-15 General Purpose Fund (GPF) available undesignated fund balance based on audited financials. Payment will be issued by the second (2nd) pay period of February 2016. The payment shall be up to \$1,100 or one percent (1.0%) of the unit member's gross salary as of July 1, 2015, whichever is higher.

In the event there are insufficient funds, the City agrees to make available FY 2015-16 GPF available projected fund balance prior to any new expenditure commitments. This will be computed and set-aside in the FY 2016-17 Mid-Cycle Budget by June 30, 2016. Payment will be issued by the second (2nd) pay period of February 2017 pursuant to issuance of the City's audited financial statements.

The Revenue Sharing Payment is a one-time payment of up to \$1,100 or one percent (1.0%) of gross salary, whichever is higher, not subject to CalPERS provisions, and shall not increase the base salary of any unit member. To be eligible, a unit member must be on paid status July 1, 2015, and on paid status on the date of the payout, and have worked 750 (seven hundred and fifty) hours in the prior fiscal year.

5.2 Adjustments For Underpayment

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

5.3 Adjustments For Overpayments

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

5.3.1

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

notice of overpayment and the correct paycheck, return to the City the full amount of the overpayment.

5.4 Salary Steps

5.4.1 Initial Salary

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

5.4.2 Minimum Salary Increase When Promoted

Whenever a represented employee is promoted to a position of higher salary schedule within the same classification series, the employee shall receive compensation at the salary schedule for the new position that represents: (1) for a represented employee assigned to the salary step plan, a minimum of one rate increment over the amount the employee received in the former position; or (2) for a represented employee assigned to the salary range plan, a minimum of five percent (5%) over the amount the employee received in the former position; provided, however, that the City Administrator, with discretion and for good cause, may provide for compensation at any higher point in the applicable salary schedule for the classification if the represented employee has demonstrated outstanding achievement in the public service.

5.4.3 Salary Step Advancement

Advancement within the salary schedules specified for a represented employee's classification assigned to the salary step plan shall be on the basis of one (1) year's satisfactory service, as evidenced by a Performance Appraisal. A salary step increase for a represented employee who is entitled to such an increase shall be effective at the beginning of the pay period in which the anniversary date of appointment in the classification falls. Represented employees may receive no more than one (1) salary adjustment per year under this section.

5.4.4 Salary Range Advancement Up To The Mid-Point

Advancement within the salary schedules specified for a represented employee's classification assigned to the salary range plan shall be on the basis on one (1) year's satisfactory service as evidenced by a Performance

Appraisal. Advancement of five percent (5.0%) per year of satisfactory performance shall be made up to the mid-point of the salary range, effective at the beginning of the pay period in which the anniversary date of appointment in the classification falls.

5.4.5 Salary Range Advancement Above The Mid-Point

Represented employees may progress above the mid-point of the salary range at the rate of two and one-half percent (2.5%) to five percent (5.0%) per year, based on performance as demonstrated by the represented employee's Performance Appraisal, if recommended by the Department Head and approved by the City Administrator. Represented employees may receive no more than one (1) salary adjustment during any twelve (12) month period.

5.4.6 Definitions

For purposes of the salary advancement provisions of Section 5.4, a represented employee shall be deemed to have performed satisfactory service if the Performance Appraisal for the period includes an overall rating of "fully effective" or "exceeds expectations."

5.4.7 Consequences Of Failure To Evaluate

In the event that a represented employee has not received a Performance Appraisal within forty-five (45) calendar days of the date the appraisal was due, the represented employee shall be entitled to receive a salary step or salary range advancement under Sections 5.4.3, 5.4.4 and 5.4.5 without Performance Appraisal evidence of satisfactory service. Salary advancements granted under this subsection shall be effective as described in Sections 5.4.3, 5.4.4 and 5.4.5

5.4.8 Mid-Point Calculation

The mid-point is calculated using the following method:

1. Subtract the bottom of the salary range from the top of the salary range;
2. Divide the difference by five (5);
3. Multiply the quotient by three (3); and
4. Add the product to the bottom of the salary range

5.5 Court Ordered Salary Deductions

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

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

For the purposes of City programs for which an overall "Fully Effective" performance appraisal is a pre-requisite (including but not limited to order-of-layoff tiebreakers and pilot programs such as telecommuting and compressed work schedules), in the event a permanent civil service represented employee has not received his/her most recently due performance appraisal within forty-five (45) calendar days of the date the appraisal was due, he/she shall be treated as if the overall performance appraisal rating was "Fully Effective."

5.7 Acting Pay

Department heads or designee may authorize acting pay assignments not to exceed thirty (30) calendar days. In cases where there is a permanent vacancy or a temporary vacancy (more than 120 days), department heads or designees shall post the acting opportunities for minimum of ten (10) working days. The City Administrator shall approve acting pay assignments that exceed thirty (30) calendar days.

Any represented employee who has been assigned in writing to assume and perform all of the ordinary day-to-day duties and responsibilities of a higher classification for one (1) or more working days shall be paid a premium at the rate of seven and one half percent (7.5%) of the regular pay of the represented employee's own classification for such time worked in a higher classification.

If the acting pay assignment extends beyond a consecutive sixty (60) calendar day period, the represented employee shall be paid a premium at the rate of twelve and one half percent (12.5%) of the regular pay of the employee's own classification, beginning the sixty-first (61st) day of the acting assignment.

A represented employee who acts in a position of higher classification under this provision, for a consecutive period of thirty (30) calendar days or less, shall not receive acting pay during any period(s) of paid leave occurring during the acting assignment. However, a represented employee who acts in a position of higher classification, under this provision, for a consecutive period in excess of thirty (30) calendar days shall receive acting pay during period(s) of paid leave occurring during the acting assignment,

commencing with the thirty-first (31st) day of acting assignment and continuing until said acting assignment is terminated.

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

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

5.8 Notary Public Pay

Upon written designation by the appointing authority, the City shall approve payments of an additional seventy (\$.70) cents per hour to qualified represented employees for the performance of notary public duties for City business purposes. These represented employees shall submit proof of notary public certification annually in order to maintain notary public payments. The premium pay will be removed when the designation is revoked in writing by the appointing authority and the represented employees will no longer be required to perform notary public duties.

5.9 Commuter Check

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

5.10 Bilingual Pay

To overcome language barriers and to provide citizens equal access to City services, the City and the CMEA encourage represented employees to use City designated languages during contact with the public. For the purpose of bilingual premium pay, Human Resource Management shall designate the non-English languages that may be used in accordance with the methodology required by the Equal Access to Services Ordinance (Ordinance No. 12324 CMS). To be eligible for bilingual premium pay, a represented employee must be certified and designated under either subsection A or B; and must provide bilingual service on a regular basis when requested by the City; and must be in a work location where there is a demonstrated need for bilingual services.

5.10.1 Certification Standards

The Personnel Director establishes the testing procedures and departments designate individual employees pursuant to City Administrative Instruction 558 – Bilingual Pay.

A. Level 1 Certification

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

B. Level 2 Certification

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

5.11 Miscellaneous Licensing and Certification Premium Pay

The City agrees to consider requests by represented employees for five percent (5.0%) premium pay for possession of licenses and certifications used by the represented employee in the conduct of City business, but not required for his/her classification. This premium pay must be recommended by the Department head and approved by the City Administrator.

Represented employees must maintain a valid license or certification for continued receipt of this licensing premium pay, and shall be entitled to receive this premium pay only as long as they remain in the classification for which the premium was awarded. If the represented employee changes classification but he/she continues to use the license or certification in the conduct of City business, he/she may reapply for the premium. This premium pay shall be incorporated into the represented employee's compensation reported to CalPERS.

A request for award of such premium pay shall be submitted to the Director of Personnel, who shall forward the request to the City Administrator for final approval.

The City shall respond to such request within sixty (60) calendar days of submission by the represented employee.

5.12 Automobile Allowance

The City agrees to provide transportation to represented employees when required for official City business. Full-time represented employees who prefer to use their private vehicles for City business may do so, upon approval by the City and subject to City regulations for safety, driver's licenses, and automobile liability insurance. Represented employees shall not be required to name the City as an additional insured nor submit the represented employee's vehicle to an inspection.

The City acknowledges that Administrative Instruction 4403 – Automobile Allowance (AI 4403) provides for reimbursement of parking fees while conducting City business using a privately owned vehicle. The City and the Union agree that under the provisions of AI 4403, represented employees are eligible for reimbursement of the cost of parking at or near the represented employee's worksite on days when the employee is utilizing a privately owned vehicle to conduct City business. These provisions shall apply only to represented employees who have been designated as Category III or Category IV, and may be exercised not more than ten (10) times in any calendar month.

The City and Union agree to explore cost-effective ways to implement this provision, including the use of vouchers or validation to permit parking in under- utilized City-owned parking facilities.

The City shall reimburse a represented employee for approved use of a private vehicle according to the following rates:

5.12.1 Category II

The City shall reimburse represented employees designated by the City Administrator as Category II at the rate of three hundred fifty (\$350.00) dollars per month.

5.12.2 Category III

If the City determines that the nature of the work assigned to a represented employee, requires the use of an automobile on a regular basis for more than one-half of the represented employee's work schedule, the represented employee may utilize a private vehicle and the City shall reimburse the represented employee at the following rate per month:

Contract Year	Amount Per Month
2015-2017	\$137.55

In addition to the per month allowance, the City shall reimburse the represented employee at the current U.S. Internal Revenue Service rate. During January of each fiscal year, the per mile rate will be adjusted to the maximum per mile rate established by the U.S. Internal Revenue Service.

5.12.3 Category IV

If the City determines that the nature of the work assigned to a represented employee requires the use of an automobile on an intermittent basis or on a regular basis of less than one-half of the represented employee's work schedule, the represented employee may utilize a private vehicle and be reimbursed at the current U.S. Internal Revenue Service rate. During January of each fiscal year, the per mile rate will be adjusted to the maximum per mile rate established by the U.S. Internal Revenue Service.

ARTICLE 6: PROFESSIONAL DEVELOPMENT PROVISIONS

6.1 Dues and Memberships

6.1.1 Unit U31

For represented employees in Unit U31, the City shall pay up to one hundred percent (100%) of the cost of membership in a professional organization, subject to department head approval. The City may consider covering the cost of more than one (1) professional membership, provided that the membership is directly related to the represented employee's job duties and is approved in advance by the department head.

6.2 Conferences, Seminars and Meetings

The City and the Union agree that it may be desirable for a represented employee to attend conferences, seminars, or meetings that have as their primary purpose professional development, or acquiring concepts and knowledge that are directly beneficial to the represented employee in the performance of his/her job; and/or where such attendance is in the City's best interests. Subject to the approval of the department head, the represented employee may be permitted with pay, with or without expenses depending on availability, to attend such conferences, seminars, or meetings.

6.3 Professional Development

6.3.1 Reimbursement

The City will reimburse represented employees for professional development expenses in the amount listed below. Professional development includes but not limited to such items as

- books, subscriptions to professional journals or magazines,
- dues to professional organizations that are related to current employment,
- registration, application or examination fees for registration or certification within his/her profession, and
- expenses related to professional development including research and training, conferences and associated travel expenses.

Requests for reimbursement must be submitted with receipts in aggregate amounts of at least two hundred (\$200) dollars. All receipts for reimbursement must be submitted before the end of each fiscal year, and by June 1, if feasible.

6.3.2 Unit U31

Represented employees in Unit U31 shall receive reimbursement of up to eight hundred (\$800) dollars maximum per fiscal year for these purposes.

In recognition of the fact that many eligible expenses exceed the amount available in a single year, a represented employee may defer professional development reimbursement in one fiscal year and receive two years' of reimbursement in the following fiscal year.

6.4 Professional Licenses and Registration Fees

If the City requires that a represented employee possess a professional license or registration requisite to the performance of his/her job duties, the City agrees to reimburse the represented employee for the cost of renewing that license or registration, including the cost of any continuing education course work or training required to renew the professional license, certification, or registration. This provision covers only such professional licenses as may be required for engineers and other professional classes, and does not cover such requirements as drivers' licenses.

6.5 Tuition Reimbursement

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

<u>Grade</u>	<u>Reimbursement</u>
A or B	One hundred percent (100%) of the tuition fee and books, or eight hundred dollars (\$800) whichever is less.
C	Fifty percent (50%) of the tuition fee and books, or four hundred dollars (\$400) whichever is less.

If the course is graded on a pass/fail basis, reimbursement shall be seventy-five percent (75%) of the tuition fee, or six hundred dollars (\$600), whichever is less.

6.6 Professional Liability

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

6.7 Incompatible, Inconsistent, Or Conflicting Activities

No represented employee may engage in any employment, activity, or enterprise that has been determined to be inconsistent, incompatible, or in conflict with his or her duties or with the duties, functions, and responsibilities of the City. For purposes of this Agreement, incompatible employment or activity means any employment, activity, or enterprise that: (a) involves the use for private gain or advantage of City time, facilities, equipment, and supplies or the prestige or influence of the represented employee's City employment; or (b) involves receipt by the represented employee of any money or other consideration for the performance of any act required by him or her as a City employee; or (c) involves the performance of an act, in other than his or her capacity as a City employee, that may later be subject directly or indirectly to control, inspection, review, audit, or enforcement by him or her in his or her capacity as a City employee.

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

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

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

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

ARTICLE 7: RETIREMENT

7 Retirement Benefits

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

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

7.1.1 2.7% at 55 Retirement Plan

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

7.1.2 PERS Contribution

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

7.1.3 Final Compensation

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

The City Agrees not to modify the 2.7% at 55 retirement plan benefits for members vested with that plan.

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

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

7.2.1 2.5% at 55 Retirement Plan

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

7.2.2 PERS Contribution

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

7.2.3 Final Compensation

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

The City Agrees not to modify the 2.5% at 55 retirement plan benefits for members vested with that plan.

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

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

7.3.1 2.0% at 62 Retirement Plan

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

7.3.2 PERS Contribution

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

7.3.3 Final Compensation

As required by Government Code Section 7522.25, effective January 1, 2013, for the purpose of determining a retirement benefit, final compensation for new members shall be based on the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

7.4 Optional Benefits

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

7.4.1 Military Service Credit as Public Service

Up to four (4) years of military service can be granted for time during which a represented employee served continuously with the active armed forces or the Merchant Marines, including any period of rehabilitation, plus six (6) months thereafter. (Government Code Section 21024.) The represented employee is required to contribute employee and employer contributions except that service rendered prior to September 1, 1970, may be granted at no cost to the represented employee.

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

7.4.2 Post-Retirement Survivor Allowance

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

7.4.3 Post-Retirement Survivor Allowance To Continue After Remarriage

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

ARTICLE 8: INSURANCE PROGRAMS

8.1 Medical Insurance Under PEMHCA

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

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

8.2 City Contribution To PERS**Error! Bookmark not defined.**

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

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

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

8.3 Change In PERS Regulations

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

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

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

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

Any member requesting to change from the default CalPERS Kaiser plan will be subject to the CalPERS PEMHCA enrollment waiting period of ninety (90) days, unless the plan change has been approved by CalPERS as a result of their Appeals process.

8.5 Medical And Dependent Care Reimbursement Plan

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

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

- \$325 per month in cash for the period January 1, 2016 through December 31, 2016. Prior to Benefits Open Enrollment in October 2015, the City shall determine, for the period January 1, 2017 through June 30, 2017, if the savings to the City from increased enrollment in the Cash In-Lieu program are equal to or exceed the increased cost for existing participants in the Cash In-Lieu program. The increased cost for existing participants shall be the difference between the new \$325 rate and the existing \$160 rate (\$165 per month). The savings for new enrollees shall be the difference between the City's cost for medical benefits for the enrollee and any currently covered dependents, and the cost of the In-Lieu payment (\$325 per month). If the savings are not equal to or greater than the increased costs, then the amount of the In-Lieu contribution for Calendar Year 2017 shall be reduced to \$300 per month;

- The represented employee may elect to have a portion of this payment, up to the maximum amounts specified in Section 8.5.1, paid into the represented employee's MCAP or DCAP amount.

8.5.1 Maximum Deductions

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

8.5.2 Administrative Fees

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

8.5.3 Tax Liability For Flexible Spending Benefit

Notwithstanding the City's intent to comport with I.R.C. Section 125, each represented employee shall be solely and personally responsible for a federal, state, or local tax that may arise out of the implementation of this subsection.

8.6 Dental Insurance

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

8.7 Vision Care

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

8.8 Blood Bank

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

8.8.1 Sponsor

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

8.8.2 Eligibility

All City of Oakland employees and family dependents.

8.8.3 Program Operation

The City normally conducts two blood donation drives per year, one in January and one in July. Donations are credited to the City of Oakland Club and are good for one year. Withdrawals are made from the account by submitting requests to the City Administrator's Office. City credits remaining at the end of one year are switched into the general Blood Bank Fund. However, by participation in the program, all blood needs of the City are covered, even if there are insufficient credits in the City Club account, without monetary charge or replacement requirement to the represented employee during the term of this Agreement. The City and the CMEA agree to actively encourage represented employees and dependents to participate in the blood donation drives.

8.9 Life Insurance

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

8.10 Disability Insurance

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

8.11 Chemical Dependency Treatment Program

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

8.12 Continuation Of Coverage While On Paid Leave

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

8.13 Deferred Compensation Plan

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

8.14 Retiree Benefit

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

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

ARTICLE 9: LEAVES OF ABSENCE

9.1 Sick Leave

9.1.1 Annual Earned Sick Leave

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

9.1.2 Accumulated Earned Sick Leave

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

9.1.3 Use Of Sick Leave

9.1.3.1 Minimum Usage

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

9.1.3.2 Family Illness

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

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

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

cases, the represented employee must receive a written approval from the department head or designated representative prior to departure on such leave.

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

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

9.1.3.3 Verification Of Leave

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

9.1.4 Sick Leave Buy-Back - Leaving City

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

9.1.5 Annual Sick Leave Sell-Back/Conversion

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

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

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

9.1.6 Return To Work

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

9.2 School Activities Leave

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

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

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

9.3 Family Death Leave

9.3.1 Definition Of Immediate Family

For the purposes of this provision, immediate family shall be defined as parent, spouse, child, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece or nephew, and domestic partners of represented employees who have filed a Declaration of Domestic Partnership in accordance with established City policy, and parents and children of the domestic partner. The terms “child,” “parent,” “grandchild” and “grandparent” shall apply equally to relationships by birth, adoption marriage or guardianship (e.g. natural children, adopted children, step children and foster children).

9.3.2 Special Circumstances

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

9.3.3 Entitlement

Upon approval of the department head or designated representative, a represented employee may be granted family death leave with pay not to exceed five (5) or eight (8) working days if the employee must travel a distance one way of more than six hundred (600) miles. Such leave shall not be charged against vacation or sick leave to which a represented employee may be entitled, but shall be in addition to that leave. The City shall not unreasonably deny such requests.

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

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

9.4 On The Job Injury Leave And Compensation

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

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

9.4.1 City Paid Leave Entitlement

9.4.1.1 Probationary Employee

An entry probationary represented employee (as defined in Section 14.2.1) shall not be entitled to City paid leave entitlement under Section 9.4.1.

9.4.1.2 Permanent Employee

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

An entry probationary represented employee (as defined in Section 14.2.1) shall not be entitled to City paid leave entitlement under Section 9.4.1.

9.4.1.3 Long Term Permanent Employee

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

9.4.1.4 Non-Civil Service Employee

A represented non-civil service employee who has worked for the City for less than one (1) year shall not be entitled to City paid leave entitlement, commonly referred to as the “free period”.

For any on the job injury/illness, a represented non civil service employee who has worked for the City at least one (1) year shall be entitled to a maximum of sixty (60) working days of City paid on the job injury/illness leave per injury or illness. Reoccurrences of an injury/illness shall not be considered a new injury/illness and shall not entitle the represented employee to a new sixty (60) working day free period. The sixty (60) working days per injury or illness does not have to be used consecutively. The sixty (60) working day on-the job injury/illness leave entitlement shall not be deducted from the represented employee’s accrued sick leave or any other accrued paid leave.

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

9.4.1.5 Workers’ Compensation Claim

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

9.4.1.6 Physical Examination

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

9.4.1.7 Workers’ Compensation Benefits

Payment under this provision shall not be cumulative with any benefit that the represented employee may receive under the California Labor Code as the result of the same injury/illness. If, after the sixty (60)

working day period of City paid leave, the represented employee is still unable to work, the represented employee may supplement any benefits paid under the Labor Code with accumulated sick leave and vacation to the extent necessary to make up the difference between the amount of the award and the normal weekly base pay for each week of continuing disability.

9.5 Military Leave

The City shall provide military leave to represented employees in accordance with City Council Resolution 7704, attached to and incorporated into this agreement as Appendix D, Military Leave Pay and Benefits.

9.6 Jury Leave

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

9.7 FMLA/CFRA And Pregnancy Disability Leave

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

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

9.7.1

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

9.8 Leave Of Absence Without Pay

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

9.9 Disability Insurance

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

9.10 Integration Of Disability Insurance Coverage and Paid Leaves

A represented employee on a leave of absence in accordance with the Personnel manual or other City policy whose absence qualifies for a disability insurance program may supplement any disability insurance benefits paid under a disability insurance program provided in Section 8.10 Disability Insurance with accumulated sick leave, vacation, compensatory leave, management leave or other accrued leave to the extent necessary to make up the difference between the amount of insurance benefits paid and the normal weekly base pay for each week of disability.

9.11 Limited/Modified Duty

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

9.12 Management Leave

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

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

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

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

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

9.13 Usage of Specified Leave Accrual Balances Upon Transfer

An employee who transfers to a classification and/or bargaining unit that does not have the same leave banks will be required to use the full leave accrual balance within a period of eighteen (18) months from the job classification date that are not a benefit in the new classification and/or bargaining unit, e.g., Compensatory leave. Any remaining leave balances shall be cashed out at the end of the eighteenth (18th) month following the transfer.

ARTICLE 10: VACATION LEAVE

10.1 Entitlement

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

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

10.1.1 Extra Vacation Days

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

10.2 Right To Take Accrued Leave

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

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

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

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

10.3 Limitation On Unused Vacation Leave Balances

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

10.4 Minimum Usage

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

10.5 Interruption Of Leave

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

10.6 Vacation Sell-Back

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

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

ARTICLE 11: HOLIDAYS

11.1 Designated Holidays

The following days of each year are designated holidays:

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

In order to qualify for receipt of compensation for a designated holiday, an employee must be in paid status the work day before and the workday after the designated holiday.
- 11.1.15 Christmas Or New Year’s Eve
 - 11.1.15.1 Represented employees assigned to work schedules that require them to work on both December 24th and December 31st shall be entitled to one of the following:

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

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

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

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

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

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

11.1.16 Holidays On Regular Day Off

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

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

ARTICLE 12: PERMANENT PART-TIME BENEFITS

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

12.1 Paid Leave

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

12.2 Holidays

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

12.3 Insurance Programs

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

12.4 Leave Sell-Back

For purposes of Annual Sick Leave Sell-Back/Conversion (Section 9.1.5), Management Leave Sell-Back (Section 9.12) and Vacation Sell-Back (Section 10.6), including any pre-requisites for such sell-back, for a permanent part-time represented employee, a "day" shall be calculated as a pro-rata number of hours according to the time worked in relation to the normal workweek for the full-time class.

ARTICLE 13: WORKING CONDITIONS

13.1 Hours Of Work

13.2 Health And Safety

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

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

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

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

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

ARTICLE 14: PERSONNEL PROVISIONS

14.1 Personnel File

Represented employees will be given a copy of entries of a derogatory nature when they are placed in their official personnel file.

Derogatory entries in a represented employee's official personnel file are evaluated in terms of the seriousness of the action(s) or incident(s) described and the recency and repetitiveness of such action(s) or incident(s) for use in disciplinary proceedings. Entries describing action(s) or incident(s) that are of minor significance and/or that have not been repetitive will receive more limited consideration in disciplinary proceedings.

Disciplinary letters in a represented employee's file shall not be used as the basis for disciplinary action imposed more than four (4) years after the date of the disciplinary letter. But disciplinary letters of any date may be used to rebut factual assertions made by or on behalf of the represented employee in disciplinary proceedings. Disciplinary letters of any date may also be used as evidence that the City has complied with progressive discipline requirements (if any apply), the represented employee is aware of rules or standards of conduct, and/or the represented employee has been instructed to take specified actions or improve conduct.

Information of a derogatory nature shall not be entered into a represented employee's personnel file until the represented employee is given notice and an opportunity to review and comment on the information. A represented employee shall have the right to attach to any such derogatory statement, the represented employee's own comments on the information. All derogatory entries into a represented employee's personnel file shall be signed and dated by the author with documentation of delivery to the represented employee.

Represented employees may review their official personnel files in the Personnel Department twice per year and may make copies, at their own expense, of the documents contained in the file, except that copies of all original entries to the files shall be provided at no expense to represented employees at the time of entry. The City may establish reasonable rules for the control of the files in the implementation of this provision.

A represented employee may also authorize, in writing, the Union Representative to inspect a personnel file related to a dispute concerning that represented employee.

Material in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of law.

To the extent that any aspect of this section creates an expectation of progressive discipline, it shall not apply to represented employees in Unit U31 who are in classifications that have been exempted from the competitive civil service.

14.2 Probationary Period

Section 14.2 shall not apply to represented employees in Unit U31 who are in classifications that have been exempted from the competitive civil service.

14.2.1 Entry Probationary Period

The probationary period of a represented employee appointed to a position from an eligible list without having served as a permanent employee for the City immediately prior to the appointment shall be for a period of twelve (12) consecutive months of active service. At its option, the City may extend the entry probationary period by a three-month period. An additional three (3) months may be added to the probationary period by mutual agreement between the City and the Union.

14.2.2 Promotional Probationary Period

The probationary period of a permanent represented employee appointed to a position from an eligible list from one permanent position to another permanent position for which a higher maximum base rate of pay is provided in the compensation plan shall be for a period of six (6) months active service performing the full duties of the new position. At its option, the City may extend the promotional probationary period by a three (3) month period. An additional three (3) months may be added to the promotional probationary period by mutual agreement between the City and the Union.

14.2.3 Lateral Probationary Period

The probationary period of a permanent represented employee appointed from an eligible list from one permanent position to another permanent position for which the maximum rate of pay is the same for both positions shall be for a period of six (6) months active service performing the full duties of the new position. At its option, the City may extend the lateral probationary period by a three (3) month period. An additional three (3) months may be added to the lateral probationary period by mutual agreement between the City and Union.

14.2.4 Injury Or Illness During Probationary Period

If a represented employee has been unable to perform the full duties of the position for period of thirty (30) days or more because of injury or illness, the City may extend the entry and promotional probationary periods by the period of time lost as a result of such illness or injury. In addition, the City shall not be required to complete performance appraisals during periods when the represented employee is unable to perform the full duties of the position for a period of thirty (30) days or more because of injury or illness.

14.2.5 Permanent Status

In the event a probationary represented employee is not satisfactorily meeting City standards and is not satisfactorily completing probation, the City shall notify the represented employee on or before the end of the twelve (12) month entry probationary period or the six (6) month promotional probationary period. If the City does not give the represented employee notice of release or removal during the probationary period, the represented employee shall be classified as a permanent City employee. If the City does give the represented employee notice of release or removal during the probationary period and the employee's appointment or promotion was from a permanent civil service position, he/she may be reinstated pursuant to Section 6.05 of the Personnel Manual. Any appeal shall be in accordance with Section 6.07.

14.3 Performance Appraisals

Section 14.3 shall not apply to represented employees in Unit U31 who are in classifications that have been exempted from the competitive civil service.

The City agrees that represented permanent employees are entitled to Annual Performance Appraisals outlining progress and performance. Performance Appraisals serve the following purposes: (1) ensuring the supervisor's regular review of each represented employee's performance; (2) encouraging improvement in a represented employee's performance; (3) determining whether a represented employee's performance has improved; (4) providing represented employees with effective supervision; (5) complimenting a represented employee's performance and achievement. Each represented employee's Performance Appraisal shall include one of the following Overall Ratings:

- Exceeds expectations;
- Fully effective;
- Improvement needed;
- Unacceptable.

14.3.1 Twelve-Month Probation Appraisal

During a represented employee's twelve (12) month entry level probationary period, the City shall complete a performance appraisal on or about the end of the third, fifth, eighth and eleventh months of service. If the represented employee becomes permanent, the City shall complete a performance appraisal annually thereafter.

14.3.2 Six-Month Probation Appraisal

During a represented employee's six (6) month promotional probationary period, the City shall complete a performance appraisal on or about the end of the third and fifth months of service. If a represented employee becomes permanent, the City shall complete a performance appraisal annually thereafter.

14.3.3 Consequences Of Failure To Complete Annual Performance Appraisal

For the purposes of City programs for which an overall "Fully Effective" performance appraisal is a pre-requisite (including but not limited to pilot programs such as telecommuting and compressed work schedules), in the event a represented employee has not received his/her most recently due performance appraisal within forty-five (45) calendar days of the date the appraisal was due, he/she shall be treated as if the overall performance appraisal rating was "Fully Effective."

14.4 Announcements of Examination

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

14.4.1 Announcements of Promotional or Restricted Examinations

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

14.4.2 Certification of Eligible To Fill Vacancies

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

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

14.4.3 Confidential Management Employees (Exempt Positions)

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

14.5 Transfer List

Any permanent classified employee may request a transfer from one department to another in her/his current classification, provided the employee meets the qualifications for the position. When requested by a represented employee, the City will place the represented employee's name on a transfer list for the represented employee's classification. The City will consider represented employees on the transfer list prior to filling vacant positions.

14.6 Results of Employee-Initiated Class Studies

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

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

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

14.7 Preference Points in Examinations

14.7.1 Seniority Points [Personnel Manual Section 4.15]

A represented employee with ten (10) or more years of active City service and who successfully completes an open, restricted or promotional examination shall have five (5) points added to the represented employee's final score. A

represented employee with fewer than ten (10) years of active City service and who successfully completes an open, restricted or promotional examination shall have up to a maximum of five (5) points prorated based on the number of years of active City service, added to the represented employee's final score. Seniority points shall be calculated as of the date of the job examination.

To receive this credit, a permanent represented employee must have an overall rating that is at least "fully effective" in the most recent performance appraisal and have a record free of discipline (excluding reprimands) from one year prior to the examination. In the event a represented employee has not received his/her most recently due performance appraisal within forty-five (45) calendar days of the date the appraisal was due, he/she shall be treated as if the overall performance appraisal rating was "Fully Effective."

14.7.2 Residency Points [Personnel Manual Section 4.11]

A City of Oakland resident who competes in an examination process for a position in the competitive civil service shall be given an additional five (5) points on her/his final examination score provided that he/she initially scores a passing score on the examination and has been a City resident for a minimum of one (1) year as of the date of the establishment of the eligible list for that examination. The applicants must submit satisfactory written proof of residency as determined by the Personnel Director.

14.8 Reduction in Force/Layoff (Civil Service Employees)

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

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

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

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

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

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

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

14.9 Eligibility Lists During a Hiring Freeze

14.9.1 Extension

In the event the City declares a hiring freeze while any Civil Service eligible list is active, the duration of the eligible list shall be extended for a period equivalent to the length of the hiring freeze.

14.9.2 Notification

When the City declares a hiring freeze, the City Administrator or designee shall notify the Union in writing of the beginning and ending dates of the City-declared freeze.

14.10 Contracting Out (Civil Service Employees Only)

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

14.11 Discipline/Just Cause (Civil Service Employees Only)

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

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

- The City will provide the employee prior written notice of the proposed action to be taken that states the reason(s) for which the action will be taken; provide a copy of the charges and materials upon which the action is based; and provide the employee the right to respond orally or in writing or both to a Skelly Officer who has the authority to effectively recommend whether the proposed action should be sustained, modified or revoked. The City will provide a copy of the Skelly Notice of Intent letter to the CMEA at the same time it is served on the represented employee.
- In order to allow the employee time to seek advice and to prepare any oral or written response he/she may wish to make, the date set for his/her response shall be no less than five (5) work days from the date the letter is sent.
- If the employee or his/her representative requests to reschedule the date set and by mutual agreement the parties reschedule, the administrative Skelly meeting shall occur no later than ten (10) working days from the date the notice was sent.
- Any further extension shall be granted only when the parties mutually agree that such extension is required by due process principles.
- The employee will be notified in writing of the decision. The City will send a copy of the decision along with a copy of the Skelly Officer recommendation to the CMEA.

14.12 Sexual Harassment And Violence In The Workplace

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

14.13 Child Safety and Endangerment

The City is committed to child safety and has zero tolerance for child endangerment. Every instance of observed, reported, or suspected mistreatment or maltreatment of a child (minor) will result in an employee being placed on paid administrative leave and subject to an investigation. Employees found to have harmed or endangered a child of any age will be subject to discipline up to and including termination from employment, provided the endangerment or harm was directly related to the job duties or there is a nexus between the employee's job duties and their actions.

14.14 Review of Proposed Contracts

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

ARTICLE 15: GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE

This grievance procedure is applicable to represented employees in Unit U31.

15.1 Definition

A grievance is defined as any dispute that involves the interpretation or application of this Agreement or the Personnel Rules. This Article shall solely apply to contract violations. This grievance procedure does not apply to discipline of any kind. It is the express intent of the parties that grievances be resolved expeditiously at the lowest possible administrative level.

In disputes involving an action directly taken by a department head alleged to violate the MOU, the Union may file the grievance at Step 2. In disputes involving alleged violations of the MOU by the City affecting represented employees in more than one department, the Union may file the grievance at Step 3.

Toward that objective, the following steps are prescribed:

15.2 Procedure

15.2.1 Informal Discussion

The represented employee may present the grievance orally to the immediate supervisor within ten (10) working days from such time as the represented employee should reasonably have been aware of the occurrence.

15.2.2 Appeal to Department Head

Should the grievance remain unresolved, the represented employee may, within ten (10) working days of receipt of the supervisor's decision, submit the grievance in writing to the department head. The department head or director or designated representative shall respond to the grievance in writing within ten (10) working days after receiving the grievance, with a copy to the Employee Relations Department.

15.2.3 Employee Relations Officer.

Should the grievance remain unresolved, the represented employee or Union representative may, within ten (10) working days after receiving the department head response, submit the grievance in writing to the Employee Relations Officer, via email with a copy either by fax or U.S. Mail. The Employee Relations Officer shall investigate the case and either respond to the grievance in writing within ten (10) working days of receipt of the grievance or meet with the assigned Association staff representative within ten (10)

working days of submission and attempt to resolve the dispute. The Employee Relations Officer may use mediation to attempt to resolve the grievance.

The Decision of the Employee Relations Officer at step 3 shall be final and binding.

15.3 Time Limits

Time limits prescribed in 15.2 above may be extended by mutual agreement of the parties. Failure of the City to follow the time limits, unless so extended, shall cause the grievance to move to the next level.

15.4 Right Of Representation

The represented employee filing a grievance, as defined above, shall have the right of representation at each step of the grievance procedure.

ARTICLE 16: RESOLUTION – DURATION

16.1 Completion of Negotiations

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

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

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

16.2 Savings Clause

If any portion of this Agreement is declared null and void by superseding federal or state law, the balance of the Agreement shall continue in full force and effect, and the parties shall immediately commence negotiations to ensure that the superseded portion(s) shall be rewritten to conform as nearly as possible to the original intent.

16.3 Duration

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

APPENDIX A - LIST OF CLASSIFICATIONS IN UNIT

CLASS_NUM	TITLE
EM109	Assist Director, Parks & Rec
EM110	Assist Director, Pub Works Agency
EM117	Assist to the City Administrator
MA109	City Administrator Analyst
EM262	Dep Dir, Public Ethics Comm
SS121	Exec Asst to Asst City Administrator
SS126	Exec Asst to City Administrator
SS122	Exec Asst to City Attorney
SS123	Exec Asst to the City Auditor
SS125	Exec Asst to the City Council
MA122	Fire Department Personnel Officer
MA124	Human Res Analyst, Principal, PPT
MA125	Human Res Analyst, Sr Supervising
SC166	Human Res Systems Analyst, Supv
MA127	Human Resource Analyst, Principal

APPENDIX B - SALARY ORDINANCE/SCHEDULE

By Steps

REP	CLASS_NUM	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
U31	EM262	Dep Dir, Public Ethics Comm	7,770.00	8,179.10	8,610.20	9,063.29	9,539.84
U31	SS121	Exec Asst to Asst City Administrator	5,522.13	5,812.47	6,118.94	6,440.05	6,780.24
U31	SS126	Exec Asst to City Administrator	5,797.81	6,102.79	6,423.94	6,762.64	7,118.97
U31	SS122	Exec Asst to City Attorney	5,797.81	6,102.79	6,423.94	6,762.64	7,118.97
U31	SS123	Exec Asst to the City Auditor	5,797.81	6,102.79	6,423.94	6,762.64	7,118.97
U31	SS125	Exec Asst to the City Council	5,797.81	6,102.79	6,423.94	6,762.64	7,118.97
U31	MA122	Fire Department Personnel Officer	8,158.58	8,588.20	9,039.82	9,516.39	10,016.40
U31	MA124	Human Res Analyst, Principal, PPT	8,158.58	8,588.20	9,039.82	9,516.39	10,016.40
U31	SC166	Human Res Systems Analyst, Supv	8,566.21	9,017.83	9,491.46	9,991.48	10,517.87
U31	MA127	Human Resource Analyst, Principal	8,158.58	8,588.20	9,039.82	9,516.39	10,016.40

By Ranges

REP	CLASS_NUM	TITLE	MINIMUM	MAXIMUM
U31	EM109	Assist Director, Parks & Rec	11,479.76	14,095.69
U31	EM110	Assist Director, Pub Works Agency	12,054.58	14,799.51
U31	EM117	Assist to the City Administrator	8,994.37	11,044.29
U31	MA109	City Administrator Analyst	5,398.97	8,098.46
U31	MA125	Human Res Analyst, Sr Supervising	8,994.37	11,044.29

APPENDIX C - CIVIL SERVICE USE OF HEARING OFFICER

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

1. Conduct Of Hearings

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

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

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

2. Hearing Officer Responsibilities

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

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

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

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

3. Civil Service Board Responsibilities

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

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

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

4. Costs

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

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

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

APPENDIX D - MILITARY LEAVE PAY AND BENEFITS

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

W. Ramsey

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

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

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

WHEREAS, some of those reservists are City employees; and

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE FOLLOWING VOTE:

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


NOES-

ABSENT-

ABSTENTION-

Excused - Chang, Wang - 2

ATTEST:


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


APPENDIX E - MAINTENANCE OF BENEFITS

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

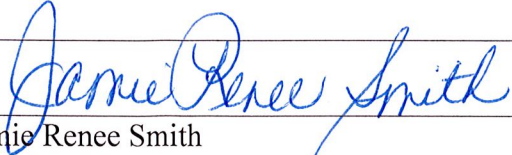
The Oakland City Council approved this Memorandum of Understanding between the City of Oakland and the Confidential Management Employees Association per Resolution No. 85810 on October 6, 2015 .

City of Oakland, a Municipal Corporation

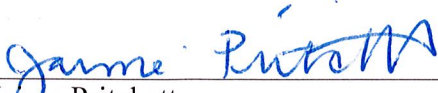
Confidential Management Employees Association



Sabrina Landreth
City Administrator

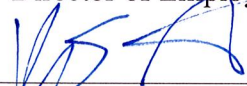


Jamie Renee Smith
Vice President



Jaime Pritchett
Secretary

Renée Mayne
Director of Employee Relations




Spruce Metzger
Senior Employee Relations Analyst

ATTACHMENT 1

Approved as to Form and Legality

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2015 SEP 25 AM 9:00


City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. 85810 C.M.S.

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE CONFIDENTIAL MANAGEMENT EMPLOYEES ASSOCIATION, REPRESENTING EMPLOYEES IN REPRESENTATION UNITS U31, COVERING THE PERIOD FROM OF JULY 1, 2015 THROUGH JUNE 30, 2017

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

WHEREAS, the key provisions of the Memorandum of Understanding are described in the Report from the City Administrator dated August 31, 2015; and

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

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

FURTHER RESOLVED: That the provisions of said Memorandum of Understanding are effective as of July 1, 2015.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

OCT 06 2015

PASSED BY THE FOLLOWING VOTE:

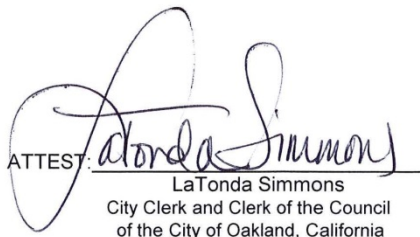
AYES - BROOKS, CAMPBELL-WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID and
PRESIDENT GIBSON MCELHANEY - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:


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