



**Memorandum
of
Understanding**

between

City of Berkeley

and

Public Employees Union - Local One

July 29, 2021 – June 26, 2024

City of Berkeley

2021-2024 Memorandum of Understanding

Public Employees Union, Local One

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2021-2024 Memorandum of Understanding

City of Berkeley

Public Employees Union, Local One

RESOLUTION NO. 69,996-N.S.

MEMORANDUM OF UNDERSTANDING: PUBLIC EMPLOYEES UNION - LOCAL 1

WHEREAS, the City is obligated under the provisions of California Government Code Section 3500 - 3510, commonly referred to as the Meyers-Miliias-Brown Act, to meet and confer in good faith and attempt to reach agreement with representatives of recognized bargaining units on matters within the scope of representation including, but not limited to wages, hours and other terms and conditions of employment; and

WHEREAS, representatives of the City of Berkeley Negotiating Team and Public Employees Union - Local 1 have met and conferred in good faith and have reached agreement on a new Memorandum of Understanding that incorporates all changes and modifications in wages, hours and other terms and conditions of employment agreed to by the parties.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute the new Memorandum of Understanding for the period effective upon Council adoption through June 26, 2024 with the Public Employees Union - Local 1, including changes in certain benefits on dates specified in the Memorandum of Understanding which is attached hereto, made a part hereof and marked Exhibit A.

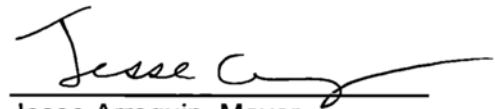
BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute and implement said Memorandum of Understanding including all changes in wages, hours, and other terms and conditions of employment. A fully executed original of said contract is filed in the Office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on July 29, 2021 by the following vote:

Ayes: Bartlett, Hahn, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: Droste and Harrison.


Jesse Arreguin, Mayor

Attest: 
Mark Numainville, City Clerk

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Exhibit B - Salary Ranges as of July, 2022 - (3% Cost of Living Adjustment) 81

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ARTICLE 1 - ADMINISTRATION**SECTION 1: PREAMBLE**

This Memorandum of Understanding is made and entered into pursuant to the Meyers-Milias-Brown Act (Government Code, Sections 3500-3511, as amended) and has been jointly prepared by the parties. The City Manager is the representative of the City of Berkeley, hereinafter referred to as "the City," in employer-employee relations as provided by Resolution of the City Council. The word City Manager shall be substituted by the words Executive Director of the Rent Board, or Library Director as required by the City Charter or other provisions of law. Likewise, the City Council shall be substituted by the words Rent Board, or Board of Library Trustees as required by City Charter or other provisions of law.

The parties have met and conferred in good faith on certain terms and conditions of employment of the employees whose positions are officially and exclusively represented by the Berkeley Professional Management Union, Local One, hereinafter referred to as "the Union." The parties have agreed to the terms and conditions of employment for the employees represented by the Union.

The Union has been certified pursuant to Resolution No. 43,397-N.S. and is recognized as the sole representative of employees in positions assigned to these units.

The parties agree that the purpose of this Memorandum of Understanding is to promote and provide harmonious relations, cooperation and understanding between the City and the employees covered herein, to enhance government efficiency, productivity and service to the citizens of Berkeley, and to set forth the agreement of the parties reached as a result of meeting and conferring in good faith regarding the terms and conditions of employment as specified in this Memorandum of Understanding.

The Union and the City shall maintain a professional working environment and collaboratively promote a supportive workplace culture that values honesty, mutual respect, dignified treatment, and teamwork of all employees. The Union and the City shall share the common goal of creating a working environment free from hostility, intimidation, and disrespect.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendation of the undersigned.

SECTION 2: RECOGNITION

The City hereby confirms its certification of the Union as the recognized employee organization for the employees in the M - Management (Career) [PEU0], P-1 - Professional (Career) [PEU1], P-2 - Engineering Paraprofessional (Career) [PEU1] representation units. The City agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees.

The term City Manager shall be construed to refer to the Director of Library Services, Library Board of Trustees, Rent Board Executive Director, or Rent Board, whenever such official is the

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legally responsible party for final personnel decisions.

The City Management retains all traditional rights and responsibilities for the operation of the City as set forth in Section 2 of the City's Labor Relations Resolution No. 43,397-N.S., except as expressly modified by the Understanding.

SECTION 3: NON-DISCRIMINATION

The City and Union agree that they will not discriminate against employees based on race, creed, color, ethnicity, ancestry, religion, political affiliation, gender, sexual orientation, age, national origin, marital or domestic partner status, gender identity or gender expression, parental status, pregnancy, disability or medical condition, Acquired Immune Deficiency (AIDS/HIV) or AIDS related condition, or any other status protected by applicable state or federal law, or protected Union activity. Furthermore, the City and Union agree to comply with all applicable federal, state and local laws pertaining to non-discrimination and equal employment opportunity, Title VII of the Civil Rights Act of 1964, as amended (to include the pregnancy disability amendments), Equal Pay Act of 1963, Age Discrimination Employment Act, Executive Order 11246, Vietnam Era Veterans Readjustment Act, Rehabilitation Act of 1973, California Civil Rights Law, (Government Code Sections 12900-12996), City of Berkeley Ordinances, resolutions and policies. The City and Union will comply with the City's Harassment Prevention Policy of February 10, 2015.

The City of Berkeley Harassment Prevention Policy, as may be amended from time to time to comply with the applicable state or federal law, is available on-line on the City's IntraWeb at <http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=10318>, in the Department of Human Resources, or by contacting the City's Equal Employment Opportunity and Diversity Officer.

SECTION 4: UNION SECURITY**4.1 Agency Shop**

Effective June 29, 2008 all present and future employees in representation Units P-1 [PEU1] and P-2 [PEU1] shall, as a condition of continuing employment, become and remain members of the Union and shall pay Union dues by payroll deduction.

4.2 Maintenance of Membership

All employees in the Management (M) [PEU0] who are, or hereafter voluntarily choose to become members of the Union, shall maintain such membership in good standing for the duration of this Understanding; provided, however, that withdrawal shall be allowed during a period of not more than sixty (60) days nor less than thirty (30) days prior to the expiration date of the Understanding by sending written notice of withdrawal to the Union (with a copy to the Human Resources Director of the City) during said period.

4.3 Indemnification

The Union shall indemnify and hold harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments and other proceedings arising out of any action resulting from this Section.

2021-2024 Memorandum of Understanding**City of Berkeley****Public Employees Union, Local One****4.4 New Hire Information**

The City shall furnish the Union, on a monthly basis, with the name, date of hire, salary, classification and work location of all newly-hired employees subject to the Understanding. The City shall furnish newly-hired employees with information concerning the Union as supplied by the Union, which shall include a copy of (1) the job description, (2) the Understanding, and (3) the Union's new membership information packet, including a dues-withholding authorization form.

4.5 Orientation Meetings

A representative of Public Employees Union Local One will be given sixty (60) minutes of Union Release Time per quarter per calendar year to provide information on the Union to employees eligible to join Local One. The Union shall notify the City of the date, time, and location of the quarterly orientation meetings at least one (1) month in advance of the meetings to ensure that departmental managers are able to release employees to attend the quarterly orientation meetings. The Union shall also provide the City with the names of the employees that the Union expects to attend the quarterly meetings at least two (2) weeks in advance of the meeting. Employees attending the orientation will also be given sixty (60) minutes of Union Release Time to attend the scheduled orientation.

SECTION 5: DEDUCTION OF UNION DUES

The City shall deduct, once monthly, the regular and periodic Union dues or insurance premiums as may be specified by the Union under the authority of an authorization card signed by the employee, as verified by written acknowledgment from the Union. Such deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office. This Section shall also apply to the assessments by the Union. The Union shall provide sixty (60) days notice on any changes in dues or assessments or premiums. Employees may change union insurance deductions no more than twice in any one (1) year period for each policy.

SECTION 6: SHOP STEWARDS & OFFICIAL REPRESENTATIVES**6.1 Attendance at Meetings**

Designated Shop Stewards of the Union or official representatives of the Union shall be allowed to attend meetings held by City departments/agencies during regular working hours by City time as follows:

- 6.1.1 If their attendance is required by the City at a specific meeting;
- 6.1.2 If their attendance is sought by a hearing body or presentation of testimony or other reasons;
- 6.1.3 If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievance / complaints filed pursuant to Article 6 (Grievance and Appeal Procedure) of this Memorandum of Understanding;
- 6.1.4 If they are designated as a Shop Steward, in which case they may utilize a

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reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties;

- 6.1.5 If they are designated as spokesperson or representatives of the Union and as such make representations or presentations at meetings or hearings on wages, salaries, and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head, and the City department / agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required;
- 6.1.6 All requests for release time may be required to be made in advance and are subject to approval, such requests not to be unreasonably denied;
- 6.1.7 Under no circumstances will release time be compensated at overtime or other premium rate.

6.2 Union Representatives Time Off

Designated representatives of the Union shall be allowed time off on City time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with designated City representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed the below specified limits without the prior approval of the City Manager or his or her designee, and that advance arrangements for time away from the work station or assignment are made with the appropriate Department Head.

The President shall be released plus the following:

Representational Unit	Number of Employees
Management (M) [PEU0]	1
Professional (P-1) [PEU1]	1
Engineering - Paraprofessional (P-2) [PEU1]	1

6.3 Notification

Business Agent(s) shall be permitted to enter work areas where their members are employed during normal working hours for the purpose of ascertaining whether the terms of the Memorandum of Understanding are being complied with, to observe employment conditions under which their members are employed and to assist in adjusting grievances of the members. The Business Agent(s) shall notify the Department Head or other designated representative(s) at the earliest time, and at least upon entering such work areas, and shall not interfere with or interrupt the conduct of work in such areas.

6.4 Union/Management Meetings

The City and the Union agree that administration of the Understanding may be facilitated by consultation meetings. Either party may request a meeting where they believe a resolution of a problem(s) may be feasible. Such request shall include the topic, and such meeting will be scheduled within five (5) working days whenever possible.

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The City and the Union shall schedule regular monthly meetings between the City Manager and Union officials. Regular meetings at the departmental level and with the Human Resources Department may be scheduled at the request of either party. Agendas for such meetings shall be provided at least three (3) working days in advance.

The City agrees to meet and discuss with Public Employees Union Local, no later than March 1, 2019, regarding the work hours of exempt employees.

In addition the parties agree to discuss the operational need for a Supervising Chief of Party and Senior Engineering Inspector, no later than January 14, 2019.

The City agrees to meet and discuss with Public Employees Union Local 1, at a meeting held no sooner than October 1, 2021, regarding providing additional compensation to the classification of Senior Forestry Supervisor for possessing a Class A or B license.

6.5 Labor/Management Committees

The City and the Union may develop and participate in Labor/Management Committees whose charge shall be to foster harmonious relations. Release time for Union representatives shall be granted pursuant to Section 6.2 (Union Representatives Time Off).

6.6 Union Release Time

The Union will be entitled to up to one-hundred and twenty (120) hours of paid leave of absence each calendar year to be granted collectively to employees who are designated elected officials or stewards of the Union, subject to prior approval by employee's Department Head, to attend seminars, conferences, or conventions away from the job site. The Department Head may, in his or her discretion, approve additional Union requests. Time spent on such Union business will be recorded with the appropriate code on time sheets.

SECTION 7: ORGANIZATIONAL RIGHTS**7.1 Distribution of Materials**

The Union may distribute organizational materials to its members by either (1) hand distribution to work locations where Union members are employed, or (2) mail distribution through the City's interdepartmental mailing systems, upon the prior approval of the City Manager or his or her designee.

7.2 Posting of Materials

Posting of Union meeting notices, posters and similar materials will be permitted only on designated bulletin boards or other appropriate areas and after approval from the City Manager or his or her designee.

7.3 Bulletin Boards

The Union may use designated City bulletin boards to announce meetings or the posting of related Union material.

7.4 Use of Facilities

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The Union shall be allowed to use City facilities for regular / special meetings upon prior approval from the City. Said usage of City facilities will be in conference / meeting rooms, in addition to the availability of the employees' lounge in the Martin Luther King, Jr. Civic Center Building. The Union shall provide the City with the requested date, time and locations of the usage of said facilities.

7.5 Requests for City Information

The Union shall receive from the City requested written information on matters affecting its members and shall include, but not be limited to, computer printouts on membership, new employees in the Unit(s), Personnel Board materials, agendas and summaries of City Council meetings, proposals from City departments and proposals from consultants on matters within the scope of representation.

SECTION 8: SECRETARIES TO BOARDS, COMMISSIONS & TASK FORCES

Problems and suggestions relating to orientation and interaction between commissioners and secretaries to commissions may be directed to the City Manager by the Union for resolution at any time.

SECTION 9: MAINTENANCE OF CONDITIONS

Proposed changes to working conditions that impact the terms and conditions of employment shall require the City to extend an offer to the Union to meet and confer on the potential impact(s) of the City's decision to change the working conditions.

Working conditions and practices will not be continued unless they are included in this Understanding or have been or are hereafter specifically authorized by ordinance or by resolution of the City Council, or unless they are:

- 9.1 not the subject of bargaining during the development of this Understanding;
- 9.2 are a continuing practice which was general, not individual in application, and mutually agreed to by the parties.

SECTION 10: SEVERABILITY OF PROVISIONS

This Memorandum of Understanding is subject to all current and future applicable federal and state laws and regulations, and all current lawful rules, policies, and regulations of the City of Berkeley, except as expressly modified by this Agreement. If any provision of this Memorandum of Understanding is determined to be in conflict or inconsistent with any laws, rules, and/or regulations or is otherwise held to be invalid or unenforceable, such provision may be suspended or superseded, and the remainder of this Memorandum of Understanding shall continue in full force and effect. If any provision is invalidated, the parties shall enter into negotiations for a mutually satisfactory replacement provision.

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SECTION 11: FINALITY OF RECOMMENDATIONS

The recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by the Public Employees Union Local One or the City Manager prior to October 20, 2018; provided, however, that nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent.

SECTION 12: DURATION

This Memorandum of Understanding shall be effective upon ratification by the City Council except for those provisions which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including June 26, 2024. New negotiations shall commence no later than ninety (90) days prior to the expiration date of this Understanding.

ARTICLE 2 - SALARIES, HOURS OF WORK AND COMPENSATION ISSUES**SECTION 13: SALARIES****13.1 Salary Rates**

Employees occupying a position in the competitive service shall be paid a salary or wage within the range established for that position's class as set forth in Exhibit A to C attached hereto and made a part hereof.

13.1.1 Effective the first full pay period after Union ratification and Council approval on its regular agenda, the salary ranges for those classifications covered by this agreement as listed in Exhibit A will receive a salary increase of three percent (3%) and shall be shown in Exhibit A.

13.1.2 **Effective the first full pay period in July 2022, the salary ranges for those classifications covered by this agreement as listed in Exhibit A will receive a salary increase of three percent (3.0%) as listed in Exhibit B.**

13.1.3 **Effective the first full pay period in July 2023, the salary ranges for those classifications covered by this agreement as listed in Exhibit A will receive a salary increase of one percent (1.0%) as listed in Exhibit C.**

13.2 Transfers and Part-Time Salary

Transfers shall not affect an employee's salary rate. Employees appointed to any of the positions set forth in Exhibit A to G, and employed or working on a part-time basis, shall be paid in proportion to the time worked and described in their appointment.

13.3 Maximum Salary Rate and Step Increases

No salary advancement shall be made so as to exceed the maximum rate established for the class to which the advanced employee's position is allocated. Advancement shall be in accordance with the compensation plan of the City, provided that step increases within the salary range shall occur on the anniversary date of the appointment.

An employee's pay increase shall not be affected by any leave of absence without pay if the employee is off the payroll for less one hundred sixty (160) consecutive hours. If the employee is off the payroll for one hundred sixty (160) consecutive hours or more, the total amount of time off shall be made up before the employee shall be entitled to such pay.

13.4 Step Increases Effective Date

Step increases shall be effective, for payroll purposes only, on the first day of the pay period nearest the date an employee is entitled to a step increase.

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13.5 Salary Reductions

Salary reductions may be made as a result of an employee's diminished service value, as a part of a general plan to reduce salaries and wages as an economy measure, or as part of a general curtailment program. No reduction shall be made below the minimum position rate established for the class to which the reduced employee's position is allocated. Notice of the reduction shall be given by the employer not later than two (2) weeks prior to the effective date of the reduction. Any employee whose salary has been reduced shall receive a written statement of the reasons for such action.

13.6 Exemptions to Salary Reductions

Salary reductions which are part of a general plan to reduce salaries and wages as an economy measure or as part of a general curtailment program shall not be subject to the provisions of Sections 13.5 (Salary Reductions) and 13.7 (Y-Rate).

13.7 Y-Rate

An employee occupying a position which is reallocated to a class, the maximum salary for which is less than the incumbent's present salary, or occupying a position in a class the salary rate or range for which is reduced, shall continue to receive his or her present salary. Such salary shall be designated as a "Y" rate. When an employee on a Y rate vacates his or her position, subsequent appointments to that position shall be made in accordance with Section 13.1 (Salary Rates).

13.8 Pay Frequency

Payment of salaries herein established shall be bi-weekly. Each pay period shall begin at 12:01 a.m. Sunday to and including 12:00 midnight Saturday two weeks following. Each payment shall be made not later than the Friday following the ending of each payroll period and shall include payment for all earnings during the previous payroll period.

13.9 End of Year Pay Period

For all salary and benefit purposes, the parties agree that the last day of the last pay period ending in the calendar year shall be the end of the year for sick leave. For excess sick leave only, the end of the year shall be treated as the last day of the last pay period nearest March 31.

13.10 Effective Date of Salary and Benefit Adjustments

The City and the Union agree that all future general salary and benefit adjustments shall become effective on the first day of a pay period, unless otherwise mutually agreed.

13.11 Equity Studies

The City and the Union agree that for salary equity studies, the following jurisdictions shall be used:

Alameda County	City of Richmond
City of Concord	City and County of San Francisco
Contra Costa County	City of San Jose
City of Fremont	City of San Leandro
City of Hayward	San Mateo County
City of Oakland	Santa Clara County
City of Palo Alto	City of Pasadena (Note 1)

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At the City's discretion, the City may also determine to include the City of Santa Clara and/or the City of Walnut Creek in salary or equity studies on a case-by-case basis.

Note 1: Specific to Health classifications for Local One, the City of Pasadena shall also be used for salary equity studies.

Jurisdictions may be added or deleted as required by agreement between the parties. Job classifications which fall below the median for these jurisdictions may be reviewed. It is the policy of the City that within available funding limits, equity adjustments which are in the interests of the service will be considered. The Union and the City shall examine a reasonable number of specified classifications during contract negotiations or wage re-openers and shall meet and confer on the results of such study.

However, provided further that effective June 24, 2012, the Union shall be limited to a maximum of two (2) salary equity reviews per Representational Unit (M, P-1, P-2) [PEU0, PEU1].

The City shall provide for a differential between any level of supervision and employees supervised, with the exception of licensed doctors of medicine. The City shall furnish salary survey data regarding differentials.

13.11.1 Classification Review: Beginning no later than six (6) months after ratification of this Agreement, the City agrees to work with two representatives designated by the Union with the intent of completing a classification and compensation review of the Economic Development Project Coordinator, Mental Health Program Supervisor, Mental Health Clinical Supervisor Senior Public Works Supervisor, Senior Building Maintenance Supervisor, and the Senior Equipment Supervisor. As part of this, the City will also conduct a study related to the creation of a Senior Economic Development Project Coordinator classification.

13.12 Concurrent Equity and COLA Increases

Whenever the cost of living increase and the equity increase take effect on the same day, the increases will be added together rather than compounded.

13.13 Confidential Senior Management Analyst

When Senior Management Analysts are assigned to the following department/divisions, they are designated confidential in accordance with all pertinent rules and regulations and are not represented by a recognized employee organization: City Manager, Legal, Human Resources, Library, and City Clerk.

13.14 Special Response Team (SRT)

Employees in the Crime Scene Supervisor classification who are conscripted to support the Special Response Team (SRT) shall receive five percent (5%) differential when involved in an active SRT incident. If an employee supports the SRT while on regular duty and not while on overtime, those hours worked in the SRT on regular duty shall be reported to CalPERS as Hazard Premium Pay.

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SECTION 14: WORKING IN A HIGHER CLASSIFICATION**14.1 Requirement**

The Department Heads will work all employees within their career classification including during department and/or division reorganizations. The departments may assign an employee to work temporarily in a higher classification. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. Assignments over one (1) week shall be approved in advance by the City Manager, or his or her designee.

Eligibility: To be eligible for a higher classification assignment, the employee must work a minimum of one (1) day, meet the minimum qualifications, and perform the duties of the higher classification. Employees meeting these requirements will be compensated at the lowest step of the higher classification that provides at least a five percent (5%) differential from their current salary. Excluded from this provision are all employees whose job classifications description explicitly includes regularly assuming administrative and/or supervisory responsibilities in the absence of another.

14.2 Training

For training purposes, employees not meeting all of the minimum qualifications for a higher classification may be temporarily assigned for a minimum of one (1) week, to perform the duties of the higher classification and will receive a five percent (5%) increase in their current base salary for the duration of the temporary assignment. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. Assignments shall be approved in advance by the City Manager, or his or her designee by an Employee Transaction Form, to be forwarded to the Human Resources Department for inclusion in the employee's official Personnel file.

14.3 Notification of Changes in Classification Duties and Responsibilities

Whenever a need for a change in the duties and responsibilities of any position occurs where matters of classification may be involved, the Department Head in whose department the position is located shall notify the City Manager through the Human Resources Department of that fact and the Union will be so advised by the Human Resources Director.

14.4 Notification of New Classification

The City shall notify the Union and upon written request discuss in advance the establishment of new career classifications if the work is related to work performed by classifications in Units M [PEU0], P-1 [PEU1] and P-2 [PEU1]. This procedure shall also be applicable to the reclassification of positions and changes to the minimum qualifications of classifications presently in such units.

14.5 Desk Audits

Upon request of the employee or his or her Department Head, the Human Resources Department shall, within ninety (90) days if possible, audit the position of the employee to determine if he or she is working out of classification. If the audit determines that the employee has been working in the higher class, the employee shall receive back pay to the payroll period closest to the date the position description questionnaire was received by

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the employee's supervisor. There will be a maximum of one (1) audit in a twenty-four (24) month period unless the employee is assigned to a different job in which case there may be another audit. This Section 14.5 (Desk Audits) is not applicable to salary equity reviews when the assignment fits within the existing classification.

Reclassification or reallocation of positions shall not be used as a mechanism, the sole purpose of which is to improperly circumvent the provisions of this MOU, including provisions relating to layoff, transfer, demotion, or promotion. Upon request, the City will provide the Union with a written yearly report of audits affecting Local 1 classification requested and performed.

14.6 Reclassifications

In the event the City reclassifies a position from a lower level classification to a higher level classification as a result of a Desk Audit as specified in Section 14.5 (Desk Audits) above, an incumbent occupying such position shall be reclassified without competitive examination provided he or she meets the minimum qualifications, has performed the duties of the new class for twelve (12) months and has not received an unsatisfactory evaluation during that period. All other employees shall pass an examination for the higher classification and shall serve the normal probationary period.

SECTION 15: PROJECT BASED POSITION EMPLOYEE

The City and the Union agree there is a need to establish a method of employment selection to provide staffing for a "Project Based Position". A Project Based Position means a position, regardless of funding source of limited duration not to exceed three years to be utilized to complete a project or for an external grant funded position whose funding is uncertain as to amount or duration. Prior to appointment of an employee in a project-based position, the City will provide the Union with a written explanation of the reasons for its creation, including the job classification, expected timeline, expected source of funds, and reasons why use of a Project Based Position is in the best interest of the City service. It is understood between the parties that the use of this employment method is not to circumvent the creation of a permanent position within the right of representation by the Union. An employee receiving an initial appointment to such "Project Based Position" may be terminated no later than upon completion of the project or the duration of the external grant funding but in any case no longer than three years from the date of the original appointment.

All applicants for a "project based position" must meet the minimum qualifications of the classification. Career employees of the City will be given an opportunity to apply for a "Project Based Position(s)" and if appointed will be returned to their former position held prior to selection at termination. If a career employee is appointed to a "Project Based Position" the City will be permitted to fill the vacated position with another "Project Based Position" appointment. An employee selected to fill a position from the outside receiving an appointment to a Project Based Position shall be fully benefited and may be terminated for cause at any time by the City Manager. Any employee hired from the outside to temporarily backfill a vacancy created by the appointment of a career employee to a Project Based Position shall have no retention rights under the Layoff Policy and shall be subject to bumping by career employees. An employee appointed to a Project Based Position will be subject to the provisions of Section 2 (Recognition) of the Memorandum of Understanding.

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Prior to the appointment of any Project Based Position, the City and the Union will meet jointly with the employee(s) affected by the "Project" in order to review and make clear their employment rights at the completion of the project.

SECTION 16: PROVISIONAL APPOINTMENTS

The Union may request a listing of provisional appointments of Local One represented employees from the Human Resources Department, as needed, not to exceed one (1) request every four (4) months.

SECTION 17: PAYROLL ERRORS

To ensure that system or other errors which affect an employee's pay are processed in an efficient and effective manner, the City shall notify the affected employee(s) as soon as practicable. Payroll errors detected by an employee shall, as soon as practicable, be communicated to the employee's Departmental Payroll Clerk. In the case of under payments, the Payroll Clerk shall submit the appropriate adjustments as soon as practicable.

Payroll errors identified by the Auditor will be communicated to the employee either directly by Auditor staff or through the Departmental Payroll Clerk. Under payments will be processed as soon as practicable.

In the event of an overpayment, the Auditor's Office will determine a reasonable repayment schedule and inform the employee of the schedule directly, or through the Department Payroll Clerk. The affected employee shall be given an opportunity to discuss the schedule of repayment and, if necessary, to request an adjustment to the repayment schedule as a needed and reasonable accommodation. Factors considered in determining a reasonable accommodation for repayment of wages include, but are not limited to, the length of time the overpayment has occurred, the amount of the overpayment, the employee's normal salary, and other financial obligations of the employee. The City and the Union agree that the City is authorized to recover any salary overpayment made to the employee from the employee's wages. In the event that (1) the employee does not respond within ten (10) working days of being notified of the overpayment, or (2) mutual agreement on the repayment schedule is not achieved within twenty (20) working days of the employee being notified of the overpayment, the Auditor's Office will proceed to implement a reasonable repayment schedule.

Generally, overpayment shall be recaptured at least at the rate at which the overpayment occurred. Overpayment shall not be recaptured at a more rapid rate than the rate at which the overpayment occurred, except (1) by permission of the affected employee, or (2) if the repayment amount per pay period would otherwise be less than five percent (5%) of gross base salary each pay period, or, (3) the overpayment was of \$99 or less, in which case it must be recouped in one lump sum. However, should an employee with a repayment schedule leave the employ of the City before repaying the City the full amount of any overpayment, the outstanding debt shall be deducted from any salary and leave balances for which the employee would otherwise be paid upon separating from the City. Where an employee requests and the City concludes that s/he has justified a modified repayment schedule, the City may, in its sole discretion, permit exceptions

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to these standards.

The City and the Union agree that the City is authorized to recover any salary overpayment made to the employee from the employee's wages, except that the City shall not attempt to recover overpayments which are barred by a four year statute of limitations in a court action for their recovery. However, once a repayment schedule is implemented, the City will retain the right to recover the full amount of the overpayments covered by the schedule, and the limitations period for those overpayments shall be tolled for the duration of the repayment schedule.

Nothing in this policy shall prevent the City from taking such other or additional action, such as a lawsuit, as is appropriate and necessary to recover overpayments to employees.

SECTION 18: PROFESSIONAL FEES, LICENSES, & DIFFERENTIALS**18.1 Fees & Licenses**

The City shall fully pay all mandatory professional fees and licenses required of employees by their City classification specification to maintain their continued employment with the City of Berkeley.

18.2 Building Plans Engineer Differential

Incumbents in the Building Plans Engineer, Senior Building Plans Engineer, Supervising Building Inspector and Engineering Inspector in the Building and Safety Division who possess a Certified Access Specialist Program certification shall be eligible to receive a three percent (3%) differential upon showing proof of possessing the certification.

18.3 Longevity Pay

Effective May 22, 2016, employees completing twenty-four (24) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twenty-fifth (25th) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.

18.4 Reimbursement for a Course taken at an Accredited Institution

For FY2021-22, the City shall allocate a total maximum of \$25,000 per year towards a tuition reimbursement fund for members of the M - Management (Career) [PEU0], P-1 - Professional (Career) [PEU1], and P-2 - Engineering Paraprofessional (Career) [PEU1] representation units. A maximum of \$1,000.00 per employee may be approved per fiscal year from this fund.

Career members of the above-referenced bargaining units, on a first come first approval basis, may submit a tuition reimbursement request to the employee's Department Head and the Human Resources Director for tuition reimbursement of a class taken at an accredited institution that is directly related to the employee's job or related to a City of Berkeley job classification.

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The Department Head and the Human Resource Director's review and action on such request shall be final. Employee may submit a provisional reimbursement authorization request, one class at a time for the closest semester/quarter the course is being offered. To be reimbursed, including those that have received a provisional approval, employee must provide the City with proof of successful completion of the course with a B- or above grade and receipts for books and tuition.

Employees in this unit shall not be entitled to receive any other additional tuition reimbursement through the training task force or other program administered by HR. This program is intended to be in place of any other City reimbursement program.

SECTION 19: BILINGUAL PREMIUM PAY

Positions requiring bilingual abilities, including Braille and sign language, will be allocated to subcategories of the otherwise appropriate classifications by the Human Resources Department. The incumbent in each such position will receive compensation at a rate of \$60.00 per month greater than he or she would receive in the applicable non-bilingual major classification as long as it is an essential part of the job. Each bilingual sub-classification will be treated as a separate class except that, in a layoff situation unless otherwise required by outside funding, it will be treated as fully included in the applicable non-bilingual major classification for purposes of determining seniority, bumping, transfer, reassignment, etc. The bilingual premium will not be applicable under any circumstances except to an employee who both possesses second language competency required and is serving in a position which has been formally classified in the bilingual subcategory.

SECTION 20: CLOTHING AND SHOE ALLOWANCE**20.1 Shoe Allowance**

The following classifications shall receive an annual salary shoe allowance of \$200.00 effective upon City Council approval of this MOU:

13170	Animal Services Manager	13350	Senior Building Maintenance Supervisor
22060	Assistant Civil Engineer (Reg)	14050	Senior Electrical Supervisor
22070	Assistant Public Works Engineer	14530	Senior Equipment Supervisor
20010	Assistant Traffic Engineer	14070	Senior Forestry Supervisor
22050	Associate Civil Engineer	14080	Senior Landscape Gardener Supervisor
22030	Associate Traffic Engineer	14060	Senior Public Works Supervisor
37040	Chief of Party	14540	Senior Solid Waste Supervisor
14270	Code Enforcement Supervisor	65200	Solid Waste Supervisor
37030	Engineering Inspector	14040	Supervising Civil Engineer
24570	Environmental Health Supervisor	13400	Supervising Traffic Engineer
65210	Harbormaster	37110	Survey Technician
22080	Junior Public Works Engineer	30010	Traffic Engineering Assistant
13680	Manager of Environmental Health	13690	Waterfront Manager
13120	Public Works Maint. Superintendent	13300	Supervising Building Inspector

Employees receiving this allowance must wear acceptable safety shoes on duty in the field except as approved in writing by the Department Head.

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20.2 Uniform Allowance

20.2.1 Employees in the classification of Crime Scene Supervisor shall receive a uniform allowance totaling \$1,400 per year. The uniform allowance is intended to cover uniform expenses incurred by the employee during the six (6) months prior to the payment and shall be paid in biweekly installments of equal amounts in accordance with California Government Code Section 20363. The amount the City contributes toward the uniform allowance is subject to federal and state income tax withholding. For "Classic Employees" as defined in Section 59.2 ("Classic Employees" Definition) of this MOU, the Uniform Allowance shall be reported to CalPERS as Special Compensation.

20.2.2 Effective upon Council adoption and for the term of this agreement, employees in the classification of Communications Manager shall receive a uniform allowance totaling \$950 per year. The uniform allowance is intended to cover uniform expenses incurred by the employee during the twelve (12) months prior to the payment and shall be paid annually. Payment of such annual uniform allowances noted above shall continue to be paid in biweekly installments in equal amounts in accordance with California Government Code Section 20363. The amount the City contributes toward the uniform allowance is subject to federal and state income tax withholding. For "Classic Employees" as defined in Section 59.2 ("Classic Employees" Definition) of this MOU, the Uniform Allowance shall be reported to CalPERS as Special Compensation.

SECTION 21: HOURS AND DAYS OFF**21.1 Rules**

Consistent with the provisions of the Fair Labor Standards Act (FLSA), the City Manager shall establish by written rules the workday / workweek for all employees in Units M [PEU0], P-1 [PEU1] and P-2 [PEU1].

21.2 Definitions

The normal working hours for all employees in Units M [PEU0]; P-1 [PEU1]; and P-2 [PEU1] shall extend from 8:00 a.m. until 5:00 p.m. The Individual Workday is defined as that period of time an employee works during the Calendar Day, normally a period of eight (8) hours. The Individual Workweek is defined as that period of time an employee works during the Calendar Week, normally a period of forty (40) hours.

21.3 Flextime Work Schedule

Upon mutual agreement with the Department Head, employees may work their required hours under a "flextime" arrangement which may include a ten (10) hour, four (4) day schedule. This option shall be mutually agreed upon provided that all City functions can be accomplished through flexible hours and provided there will not be an adverse impact upon efficiency within the department.

21.4 Workweek

The workweek will begin at 12:01 a.m., Sunday and end at Saturday midnight. Regular

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days off will be considered to be Saturday and Sunday, except in those programs with six or seven day operation. Any expansion of programs or services to six or seven days shall be the subject of meeting and conferring between the City and the Union.

21.5 Lunch and Rest Periods

Lunch and Rest Periods will be mutually determined in Units M [PEU0], P-1 [PEU1] and P-2 [PEU1]. Lunch periods shall be a minimum of one-half (1/2) hour to a maximum of one (1) hour. Employees shall receive a rest break of fifteen (15) minutes during each half shift.

SECTION 22: OVERTIME**22.1 FLSA Designation**

Consistent with the provisions of the Fair Labor Standards Act (FLSA), the City shall designate certain administrative, professional, and management positions to be exempt. Said designation shall be in writing and shall include the basis for such exclusion. The Union shall be provided a list of all such exempt positions along with information as to the reasons for exemption status for employees in Units M [PEU0], P-1 [PEU1] and P-2 [PEU1].

22.1.1 FLSA Meet & Confer: The parties will meet and confer in good faith regarding the overtime designation of FLSA Exempt classifications below to determine whether they should continue be eligible to receive overtime under Section 22 (Overtime) or Administrative Leave as provided in Section 23 (Administrative Leave). The parties agree that the first meeting shall be no later than ninety (90) days following Council approval of this MOU. Should Administrative Leave or Overtime eligibility designation change, the City shall consider grandfathering the incumbent employees as determined through the meet and confer process.

JOB CODE	REP UNIT	CLASSIFICATION TITLE	Meets following D.O.L. Test
22070	P1	Assistant Public Works Engineer	Professional (learned professional and salary tests of \$100,000)
65210	P1	Harbormaster	Executive
24470	P1	Health Planning, Education and Promotion	Professional
24730	P1	Health Services Program Specialist	Professional
13350	P1	Senior Building Maintenance Supervisor	Executive
14150	M	Senior Citizen Center Director	Executive
14070	P1	Senior Forestry Supervisor	Executive
14080	P1	Senior Landscape Gardener Supervisor	Executive
14060	P1	Senior Public Works Supervisor	Executive
14540	P1	Senior Solid Waste Supervisor	Executive
65200	P1	Solid Waste Supervisor	Executive
30010	P1	Traffic Engineering Assistant	Non-FLSA

http://www.dol.gov/whd/overtime/fs17b_executive.pdf

http://www.dol.gov/whd/overtime/fs17d_professional.pdf

22.2 Eligibility

All employees not specifically designated as eligible to receive Administrative Leave shall

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receive compensation for all work performed in excess of their regular workday or in excess of their workweek. Employees designated and authorized to work overtime shall be paid for all work performed in an overtime status shall be compensated at a rate not less than one and one-half (1 1/2) times the regular hourly rate of pay for the first four (4) hours of such excess and at two (2) times the regular rate for the balance of such excess. The actual hourly rate of pay shall be consistent with the requirements of FLSA. This provision shall not be applicable when excess hours are required by a schedule adjustment requested by the employee or part of a regular flextime schedule.

22.3 Maximum Accumulation

Employees entitled to compensation for overtime worked may accumulate compensatory time for all hours worked in excess of the regular workday / workweek in lieu of compensation at the rate of one and one-half (1 1/2) hours for each hour worked. Compensatory time off may accumulate to an amount not to exceed ninety (90) hours in any one calendar year. Accumulation of compensatory time off in excess of ninety (90) hours may be allowed at the discretion of the Department Head.

22.4 Department Head Discretion

Whether an employee shall be compensated for overtime by compensatory time off or by payment shall be at the sole discretion of the employee's Department Head.

22.5 Final Compensation

In the event of a layoff, resignation or termination of an employee, he or she shall be entitled to compensation for all accumulated overtime worked or accrued.

22.6 Call Back

Employees eligible for overtime who are called from their living quarters for emergency work or duty on days other than their normal workdays, or on normal workdays outside of their regular work hours, shall be paid emergency overtime compensation for actual time worked. The minimum time for such overtime compensation to be paid shall be four (4) hours. If such overtime worked is performed prior to the beginning of the regularly scheduled work period and overtime continues into the regularly scheduled work period without a break in service, compensation shall be paid only for actual time worked.

22.6.1 Communications Center Manager Call Back: When the Communications Center Manager is called back to work by the department to supervise communication center personnel for an EOC activation, protest or other major incident which exceeds the supervisory capabilities of on-duty personnel, the CCM shall be paid overtime compensation. Such compensation shall be for a maximum of four (4) hours per incident and not to exceed five (5) incidents per year.

Overtime for call-back requires advance approval by the Support Services Division Captain.

ARTICLE 3 - LEAVES

SECTION 23: ADMINISTRATIVE LEAVE

Employees in classifications identified as not eligible for Overtime under Section 22 (Overtime) of this Understanding shall be credited with fifty (50) hours of Administrative Leave each January 1. Administrative Leave which is not utilized during any calendar year will be credited to the individual's vacation balance at the end of the calendar year. All rules governing vacation balances and when vacation can be scheduled in Section 24 (Vacation) shall apply to Administrative Leave. The classifications eligible to receive Administrative Leave are designated in Exhibit A to G of this Understanding.

Persons appointed to classifications not eligible for overtime compensation during the calendar year shall receive Administrative Leave prorated based on the number of pay periods remaining in the calendar year.

In addition to the Administrative Leave provided above, employees in classifications identified as not eligible for Overtime under Section 22 (Overtime) of this Understanding and who serve as Secretaries to City of Berkeley Commissions shall be permitted to flex their schedules by a maximum of three (3) hours per Commission meeting within the same pay period as the Commission meeting.

SECTION 24: VACATION

24.1 Vacation Approval

The times during the calendar year at which an employee shall take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the service. Whenever practical, employees working in the same classification within a division or agency shall be given preference of vacation time by seniority. If the City cannot allow the vacation that the employee requested, the employee, with the Department Head's approval (if the service permits), may take vacation at another mutually agreed upon time during the same calendar year. If the requirements of the service are such that a Department Head cannot permit an employee within the department to take an annual vacation leave, or any part of such leave within a particular calendar year, the City Manager may permit the employee to take the deferred vacation during the following year. In no instance shall an employee lose his or her entitlement to vacation earned but not taken under the circumstances described in this section.

24.2 Accrual and Use

24.2.1 Accrual, Use, and Limitations for Employees: Each employee during the first two (2) years from date of hire shall be entitled to vacation leave credits at the rate of 5/6 work day for each calendar month of service. Each such employee shall be entitled to take, during these first two (2) years, only such actual vacation leave as he or she earns.

The provisions contained in this subdivision 24.3.1 (Accrual, Use, and Limitations

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for Employees) shall apply to all reappointments except reinstatements or reemployments.

- 24.2.2 **Accrual Rate as of March 1, 1988:** Effective March 1, 1988 employees shall earn and be entitled to take annual vacation leave as follows:

First (1 st) through third (3 rd) years of service	2 work weeks
Fourth (4 th) through eleventh (11 th) years of service	3 work weeks
Twelfth (12 th) through seventeenth (17 th) years of service	4 work weeks
Eighteenth (18 th) through twenty-fourth (24 th) years of service	5 work weeks
Twenty-fifth (25 th) and subsequent years of service	6 work weeks

- 24.2.3 **Accrual for Employees Subject to Administrative Leave:** Employees in classifications included in the Administrative Leave Policy shall earn and shall be entitled to take annual vacation leave as follows:

First (1 st) two (2) years of service	2 work weeks
Third (3 rd) through fifth (5 th) years of service	3 work weeks
Sixth (6 th) through seventeenth (17 th) years of service	4 work weeks
Eighteenth (18 th) through twenty-fourth (24 th) years of service	5 work weeks
Twenty-fifth (25 th) and subsequent years of service	6 work weeks

- 24.2.4 **Accrual for Library Services Manager:** The Library Services Manager shall be entitled to take annual vacation leaves as follows:

First (1 st) through 11 th years of service	3 work weeks
12 th through 17 th years of service	4 work weeks
18 th through 24 th years of service	5 work weeks
After the completion of the 24 th year of service and subsequent years of service	6 work weeks

- 24.2.5 **Calculation Based on Actual Years of Service:** For an employee who has worked on a part-time or intermittent basis or has been on leave of absence without pay for a total of six (6) months or more or who has been terminated and subsequently reemployed, the actual years of service with the City shall be used for the purpose of computing length of service in determining eligibility for vacation at the three (3), four (4), five (5), and six (6) weeks rate.

- 24.2.6 **Prorated Vacation for Intermittent or Part-Time Employees:** Each employee working on an intermittent or part-time basis and who has worked half-time or more in the preceding calendar year without a termination of employment, shall be entitled to a pro-rated vacation leave based upon the total actual years of service with the City and upon the actual amount of time worked in the preceding calendar year.

- 24.2.7 **Effect of Military Leave on Vacation Eligibility:** For the purpose of computing length of service in determining eligibility for vacation at the three (3), four (4), five (5), and six (6) weeks' rate, time spent on extended military leave shall be counted as time spent in the service of the City.

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24.3 Effect of Holidays upon Vacation Leave

In the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly. The provisions of this Section shall not apply to those positions in which holidays, due to the necessities of public health and safety, are normal working days.

24.4 Maximum Vacation Accumulation

Employees may defer all or any portion of earned vacation to succeeding calendar years up to a maximum accumulated vacation of eight (8) weeks (320 Hours).

The City shall require all employees to reduce their accrued vacation balances to no more than 320 hours, as of the last pay period in February of each year of this Understanding. To effectuate the requirement that employees not accrue more than 320 hours vacation leave, the parties agree that not later than November 15 of each year of this Understanding, the City will provide the Union and Department Heads with a report identifying all employees who have accrued two hundred and eighty (280) hours of vacation leave and appear in danger of exceeding the 320 hour limit. Employees who have accrued 280 hours of vacation leave, as of that date, will be advised by their supervisor that they must take vacation leave to reduce their vacation leave accrual by February of the following year.

Supervisors should be flexible in granting employee vacation requests to those employees above, or approaching the 320 hours limit, and further, that with regard to employees who are in danger of exceeding the 320 hour limit, no vacation request by such an employee shall be unreasonably denied. If an employee who is in danger of exceeding the 320 hour limit fails by December 31 of each year of this Understanding to schedule a vacation to be taken before the last pay period in February of each year of this Understanding, the City has the authority to direct the employee to go on vacation leave to reduce the employee's accrued vacation to a maximum of 320 hours.

If, due to operational necessity, a department head denies an employee vacation leave and does not provide the employee with an alternate vacation date, and as a result causes the employee to exceed the 320 vacation leave limit, said employee shall nonetheless be entitled to use that vacation leave in the next calendar year to the extent necessary to reduce their accrued vacation to no more than 320 hours.

24.4.1 Terminal Vacation: Accumulated vacation may not be used immediately prior to retirement in order to extend the date of retirement, but shall instead be paid out in full upon retirement.

24.5 Effect of Extended Leave and Other Actions

24.5.1 Return from Leave: An employee who has returned from extended military leave or any other extended leave of absence without pay or who has been reemployed or reinstated shall be entitled, during the calendar year in which the employee returns to the City service, to a prorated vacation based upon the total years of service with the City and upon the total number of months of actual service with the City during the said calendar year. For succeeding calendar years, his or her vacation leave shall be as provided in the other sections of the Understanding

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pertaining to vacation leave.

24.5.2 Leave of Absence Without Pay: An employee who is granted a leave of absence without pay and who is off the payroll for less than one hundred sixty (160) consecutive hours shall be entitled to a full vacation. If such an employee is off the payroll for one hundred sixty (160) consecutive hours or more, his or her vacation shall be as provided for in Section 24.6 (Effect of Extended Leave and Other Actions) and 24.7 (Computation of Vacation Leave Upon Termination, Extended Military Leave or Other Extended Leave of Absence Without Pay).

24.5.3 Prorated Vacation: Employees shall be entitled to prorated vacation leave credits for each hour the employee either works or is paid. An employee who is in an unpaid status shall not accrue vacation benefits for the period the employee is not working and is not receiving pay.

24.6 Computation of Vacation Leave Upon Termination, Extended Military Leave or Other Extended Leave of Absence Without Pay

If after six (6) months of continuous service, an employee is terminated, or is granted an extended military leave or other extended leave of absence without pay, such employee or his or her estate shall be paid for vacation leave credits in excess of the actual amount of vacation leave taken or such employee or his or her estate shall reimburse the City for the actual amount of vacation leave taken in excess of vacation leave credits, as the case may be, in accordance with the provisions of this section.

Upon termination, extended military leave or other extended leave of absence without pay, vacation leave credits shall be totaled, and the actual amount of vacation leave taken, including any that may have been taken during the year in which the termination, extended military leave or other extended leave of absence without pay occurs, shall be deducted from the total credits. If the credits exceed the actual amount of vacation leave taken, such employee or his or her estate shall be paid for the excess of the credits on the basis hereinafter set forth. If the actual amount of vacation leave taken exceeds the credits, such employee or his or her estate shall reimburse the City on the same basis. The basis for such payment by the City or for such reimbursement to the City shall be as follows: The number of hours of vacation credits (for excess hours taken) x bi-weekly hourly rate (based on the employee's monthly salary at date of termination, extended military leave, or other extended leave of absence without pay - terminal vacation payment due (or owed).

Upon termination, extended military leave or other extended leave of absence without pay, payment for excess of vacation leave credits shall be made in a lump sum at time of termination, extended military leave or other extended leave of absence without pay, or as soon thereafter as possible; provided, however, that an employee may elect to use excess vacation leave credits prior to termination, extended military leave or other extended leave of absence without pay, to the extent permitted by this Understanding and receive a lump sum repayment for the balance of vacation leave credits, if any.

24.7 Vacation Changed to Sick Leave

Employees on vacation leave who become sick or injured shall, for purposes of compensation, have their vacation leave stopped and be placed on sick leave. Entitlement to this benefit is subject to (a) notification to the Department Head that the employee is sick

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or injured, and (b) medical verification of same.

24.8 Vacation Past Accrual Rates

Employees past accrual rate are based upon the vacation accrual rates in effect during the applicable periods of employment.

24.9 Computation

Vacation leave credits shall be computed for each employee on the basis of the authorized annual vacation leave during such employee's years of service with the City of Berkeley at the following rates:

Authorized Annual Vacation (in work weeks)	Vacation Leave Credits (in workdays per month of service)	Vacation Leave Credits (in hours earned per month of service)
2	0.833	6.667
3	1.250	10.000
4	1.667	13.333
5	2.083	16.667
6	2.500	20.000

24.10 Sabbatical Leave

After eight (8) consecutive years of employment with the City, an employee may apply for a sabbatical leave without pay of up to six (6) months. Such leave may be granted by the appropriate authority upon the recommendation of the employee's department head but such leave shall not be unreasonably denied. There shall be no requirement that the employee exhaust paid leave balances prior to such sabbatical leave. Life and Health insurance shall be paid by the City for the duration of an approved Sabbatical Leave.

Every Sabbatical Leave shall require an employee commitment of two (2) years service following return from leave. In the event the full two year service commitment is not performed, the employee shall repay a pro rata amount of the life and health insurance premium paid by the City during the sabbatical leave based on the percentage of the two year service commitment not performed.

SECTION 25: HOLIDAYS**25.1 Recognized Holidays**

Recognized holidays for employees in Representation Units M [PEU0], P-1 [PEU1] and P-2 [PEU1] shall be:

- 25.1.1 New Year's Day
- 25.1.2 Martin Luther King Junior's Birthday - observed on the third Monday in January
- 25.1.3 Lincoln's Birthday
- 25.1.4 Washington's Birthday - observed on the third Monday in February
- 25.1.5 Malcolm X's Birthday - observed on the Monday or Friday nearest May 19
- 25.1.6 Memorial Day - observed on the last Monday in May
- 25.1.7 Juneteenth National Independence Day – observed on the Monday or Friday nearest to June 19
- 25.1.8 Independence Day
- 25.1.9 Labor Day - observed on the first Monday in September
- 25.1.10 Indigenous People's Day - observed on the second Monday in October
- 25.1.11 Veterans Day
- 25.1.12 Thanksgiving Day

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- 25.1.13 The day after Thanksgiving Day
- 25.1.14 Christmas Day

25.2 Holidays for Employees with Schedules other than Monday thru Friday

Employees whose work week is Monday through Friday shall be allowed all holidays with pay which fall within such work week. Those employees whose work week is other than Monday through Friday shall be entitled to the same number of holidays, with pay, during each calendar year as are allowed to employees whose work week is Monday through Friday, and the procedure for allowing these holidays shall be established by the City Manager.

25.3 FLSA Covered Employees Who Work on a Holiday

An employee eligible for overtime whose work week is Monday thru Friday and who is required to work on any day that is a holiday shall be paid for the number of hours worked during such day. Such payment shall be at the rate of one and one-half (1 1/2) times the straight-time rate, based upon the employee's regular monthly salary, or shall be granted compensatory time off in any amount equal to one and one-half (1 1/2) times the number of hours worked on such holiday. The hours worked on such a holiday and paid at the rate herein provided shall not be credited in computing the hours worked in the week for overtime purposes.

The holiday pay provided for shall be in addition to an employee's regular salary. In the event that the time worked on such a holiday also includes overtime, as provided in Section 22 of this Memorandum of Understanding, payment will be made for the hours worked either as overtime under Section 22 (Overtime), or as holiday pay under Section 25 (Holidays), but will not be made under both Sections.

25.4 FLSA Exempt Employees Who Work on a Holiday

An employee not eligible for overtime who is required to work on a holiday shall be given another day off preferably during the same pay period, or on another day that is mutually agreeable to the employee and the Department Director.

25.5 Holidays for Part-Time Employees

Regularly scheduled part-time employees working twenty (20) hours or more per week shall be entitled to holiday pay on a pro-rata basis.

25.6 Holiday Pay

Employees regularly scheduled to work full-time, forty-hour (40) hour week, shall be entitled to holiday pay computed on an eight (8) hour day basis.

25.7 Floating Holidays

Employees shall be granted three (3) floating holidays each calendar year. The days selected shall be by mutual agreement between the employee and the Department Head (or his or her designee). In the event mutual agreement cannot be reached on the selection of the floating holidays, the employee shall have three (3) days added to his or her accrued vacation time.

For employees who were required to remain in the workplace from March 17, 2020 – June 1, 2020, the City will provide 8 hours of floating holidays for every 40 hours of regularly scheduled hours worked in the workplace up to a maximum of 32 hours of floating holiday.

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The City will credit these floating holiday hours in the first full pay period after adoption of the Agreement. Employees in the classifications of Solid Waste Supervisor and Senior Solid Waste Supervisor, which due to the nature of the assignment require backfill, will be paid a stipend in the amount of the earned floating holiday hours up to a maximum of 32 hours upon the first full pay period following ratification. The City will use a specific pay code for these additional floating holiday hours that will be available until December 31, 2021. These additional 32 hours of floating holiday shall have no cash value and may not be used towards CalPERS retirement service credit as outlined in section 59.7 of the MOU.

25.8 Floating Holiday Accrual Upon Employment

In the first calendar year of employment, an employee hired before May 1, shall be entitled to three (3) floating holidays; and an employee hired on or after May 1, shall be entitled to two (2) floating holidays and an employee hired on or after September 1, shall be entitled to one (1) floating holiday in that first year.

25.9 Limitations

No monetary award shall be authorized for unused accumulated Floating Holidays for employees who terminate employment prior to the completion of six (6) months of continuous City service.

25.10 Paid Status

In order to be eligible for holiday pay, an employee must be on paid status on his or her regularly scheduled workday before the recognized holiday or be on paid status the workday before a VTO (Voluntary Time Off) preceding a recognized holiday as listed in Section 25.1.

SECTION 26: SICK LEAVE**26.1 Eligibility**

Employees represented by this Understanding shall be entitled to take sick leave with full pay in case of sickness, disability, or serious illness within the immediate family of the employee in accordance with the provisions of Sections 26.2 (Accrual) and 26.7 (Payment Upon Retirement/Termination 28 Years of Benefited Service for Employees Hired on or Before June 30, 2013), inclusive.

26.2 Accrual

Each employee shall be credited with one (1) working day of sick leave with full pay for each month of service.

For the purposes of Section 26 (Sick Leave), a month of service shall mean thirty (30) consecutive calendar days during which the employee is working or receiving pay in the case of employees working on a full-time or part-time basis, and shall mean 173 hours of work in the case of employees working on an intermittent basis.

26.3 Part-Time Accrual

An employee working on a part-time basis shall be entitled to use earned sick leave only on a pro-rata basis; for example, if an employee works half-time, the employee shall be paid for time off on sick leave on a half-time basis.

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Intermittent: An employee who works on an intermittent basis shall be entitled to use earned sick leave only for those days on which the employee would have worked if the employee had not been sick; provided, however, that an employee working on an intermittent basis, who works only when called, shall be entitled to use earned sick leave only when the employee becomes sick after reporting to work in response to such call.

26.4 Maximum Accumulation

Such sick leave as provided in Section 26.2 (Accrual), when not used is cumulative. The accumulated unused sick leave shall not exceed two hundred (200) working days regardless of the length of service. When the maximum has been reached, and thereafter part of the maximum has been used, the number of accumulated sick days may be brought back up to the maximum at the applicable rate provided in Section 26.2 (Accrual).

26.5 Sick Leave Bonus

Employees with six (6) months perfect sick leave attendance after April 4, 1988 shall earn eight (8) hours of paid leave. A leave of absence from work pursuant to workers' compensation is counted as an absence from work in the same manner as sick leave for the purpose of this bonus. That leave earned in accordance with this provision will be subject to those used, accrual and pay provisions applicable to vacation.

26.6 Payment Upon Retirement/Termination 20-28 Years of Benefited Service

All accumulated sick leave shall be canceled when an employee terminates or is terminated, except as provided below for employees hired on or before June 30, 2013.

For employees hired on or before June 30, 2013 who retire or voluntarily terminate with a vested pension, and with between twenty (20) years and twenty-eight (28) years of benefited service shall be entitled to receive payment in an amount equal to thirty eight percent (38%) of their accrued sick leave days up to a maximum of the two hundred (200) day maximum accumulation. Any employee retiring on a permanent disability arising out of and incurred in the course and scope of employment with the City shall be entitled to receive payment at retirement for 38% of accumulated unused sick leave days, but not, in any event, more than 38% of the 200 day maximum accumulation.

26.7 Payment Upon Retirement/Termination 28 Years of Benefited Service for Employees Hired on or Before June 30, 2013

Employees who were hired on or before June 30, 2013, and terminate with at least twenty eight (28) years of benefited City of Berkeley service or employees who retire on permanent disability arising out of and incurred in the course and scope of their employment with the City with at least twenty-eight (28) years of benefited service shall be entitled to receive payment in an amount equal to fifty percent (50%) of their accrued sick leave days up to a maximum of two-hundred (200) unused sick leave days.

26.7.1 Sick Leave Payout to 401(a) Plan for Employees Hired on or Before June 30, 2013: The City and the Union have met and conferred on an Internal Revenue Code Section 401(a) plan and trust agreement to address the liquidation of sick leave at time of retirement. This plan and trust agreement was originally negotiated with the Berkeley Fire Fighters Association/I.A.F.F. Local 1227 and has been submitted to the Internal Revenue Service for a Determination Letter and a

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Private Letter Ruling which are pending. If the City receives a positive response from the Internal Revenue Service, the plan and trust agreement will be extended to the employees in the bargaining unit. This will provide the employees with an irrevocable option to defer accrued but unused sick leave at time of retirement into a 401(a) plan or be paid out the balance of the accrued but unused sick leave less withholding of applicable federal and state taxes.

- 26.7.2 Annual Sick Leave Payout for Employees Hired on or Before June 30, 2013:** Employees who regularly work one-half (1/2) time or more who have attained the two hundred (200) day maximum sick leave accumulation, shall be entitled to receive payment for one-third (1/3) of the first twelve (12) days of sick leave days, or if earning sick leave at the rate of two (2) working days each month of service, one-third (1/3) of the first twenty-four (24) days of sick leave days, for which they become eligible, do not use and would otherwise forfeit because of the two hundred (200) day maximum limitation. Determination of eligibility for such payment shall be made on an annual calendar year basis, and payment for such sick leave for any calendar year shall be made not later than the first full pay period in January. Such payment shall be at the employee's salary rate in effect on the preceding December 31, and shall be made only in units of whole days, and will not be made for any fraction of a day.
- 26.7.3 Sick Leave After Reemployment:** Accumulated unused sick leave that has been canceled by reason of an employee's layoff shall be credited back to such employee if he or she returns to City of Berkeley employment within three (3) years of such layoff.
- 26.7.4 CalPERS Sick Leave Conversion:** Effective June 26, 1988, the Conversion of Unused Sick Leave to Retirement Credit under CalPERS Section 20965 shall be made available.

26.8 Purpose of Sick Leave

Sick leave shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in the case of his or her sickness or disability or in the case of serious illness within the immediate family of the employee. Not more than twelve (12) working days in any calendar year may be taken as sick leave because of the illness of a member of the employee's immediate family.

The immediate family of an employee, for the purpose of this Section shall be defined as a dependent or parent, spouse, son, daughter, domestic partner.

26.9 Family Medical Leave

Administrative Regulation 2.4 (Family Care Leave) governs the use of family medical leave under the Family and Medical Leave Act of 1993, and the California Family Rights Act. The Administrative Regulation specifies requirements/conditions for family medical leave and includes definitions of family members, use of paid leaves, and health and welfare benefit continuation.

26.10 Effect of Outside Employment on Sick Leave

No sick leave shall be allowed for any injury incurred while working for another employer

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unless the employee has obtained advance written permission to hold the other job and is not eligible for workers compensation or sick leave from the other employer.

26.11 Leave Without Pay

An employee who is granted a leave of absence without pay and is otherwise off the payroll shall not earn sick leave credit.

The City may establish a reasonable program for the control of abuse of sick leave and absenteeism.

26.12 Salary Continuation

Workers' compensation payments shall commence, in accordance with State law, on the fourth day following injury, unless the employee is hospitalized, ("Hospitalized" meaning confinement), in which case payment commences on the first day of injury. Employees whose disability requires absence of more than 21 days will receive retroactive compensation, both pay and leave, for the three-day waiting period. Employees shall be on administrative leave with pay for the initial three (3) days. Such leave shall not be deducted from the employee's leave balance.

Payments under the workers' compensation law for temporary disability or a recurrence thereof arising out of and in the course of employment shall be paid for a period not to exceed 365 days at a maximum payment of the employee's pre-disability pay, but shall not exclude any salary adjustments to which the employee is entitled. Thereafter, the employee will continue to receive only the temporary disability payments provided under State law and the City will cease to pay the difference.

The City shall continue to calculate salary continuation at pre-disability gross pay. The City may calculate salary continuation payments at pre-disability net pay at such time when they develop the capacity to administer it equitably. Any change in calculation shall not reduce employee's combination of disability payments and salary continuation payments below employee's pre-disability net pay.

The change in calculation shall not affect employees who are off the job with a work-related injury prior to the new calculation method being implemented.

26.13 Catastrophic Leave/Recovery Time Transfer

Recover time transfer shall be granted to an employee when a catastrophic illness or injury incapacitates the employee or the employee's dependent family member such that it limits the employee's ability to perform the essential functions of his or her usual and customary occupation and the injury or illness is anticipated to be permanent or to last more than thirty (30) day.

Recovery Time Transfer is that system whereby an employee grants time from earned compensatory time off, vacation leave, administrative leave, or sick leave to another employee. Such transfer of time shall be limited to situations where the recipient of the transfer is, by reason of illness or injury, threatened with the loss of earnings due to his/her exhaustion of employment benefits. Such time transfer request must be in writing, and subject to the approval of the City Manager/Director of Library Services/Executive Director of the Rent Board. Such approval shall not be unreasonably denied. Such transfer shall

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be credited to the recipient at the donor's rate of pay. Recovery Transfer Time shall not preclude possible medical separation of the recipient employee. The City reserves the right to require medical verification by a qualified medical practitioner of the recipient employee's medical condition or medical condition of the employee's dependent family member.

26.13.1 An employee may donate compensatory time off, administrative leave, and/or vacation leave time.

26.13.2 An employee may donate accrued but unused sick leave as Recovery Transfer Time subject to the following conditions:

26.13.2.1 The employee donating sick leave must maintain a sick leave balance of at least 120 hours after the donation of leave for Recovery Transfer Time. An employee donating sick leave coincidentally with terminating employment with the City shall be limited to a sick leave donation of no more than forty (40) hours regardless of the sick leave donation option(s) used.

26.13.2.1.1 An employee may donate up to sixteen (16) hours of sick leave per calendar year and be charged one (1) hour of sick leave for each one (1) hour of sick leave time donated for Recovery Time Transfer; or,

26.13.2.1.2 After the first sixteen (16) hours of sick leave are donated, an employee may donate sick leave but the employee will be charged two (2) hours of sick leave for each one (1) hour of sick leave donated for use as Recovery Transfer Time.

SECTION 27: STATE DISABILITY INSURANCE INTEGRATION**27.1 State Disability Insurance**

Except as provided in 27.1.3 below, any employee who is absent due to personal illness for more than seven (7) calendar days (or for any period of time if hospitalized) may apply for State Disability Insurance (SDI) benefits.

27.1.1 **State Disability Integration:** After such employee has been absent from work due to personal illness for six (6) workdays, the City shall integrate the employee's pay with the employee's State Disability benefits in the following way:

27.1.1.1 The City will determine the weekly SDI benefit amount based on the amount of wages earned with the City of Berkeley in the SDI base period.

27.1.1.2 The weekly SDI benefit will be subtracted from the employee's normal weekly wages and the amount necessary to bring the total of State Disability plus wages to 100% will be deducted from any accumulated

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sick leave, vacation leave and compensatory time available to the employee. The integrating with vacation leave and compensatory time is optional but will be automatically implemented after sick leave has expired unless written notification is received from the employee as discussed below.

- 27.1.1.3 Any employee may choose not to apply for State Disability Insurance but it is his or her responsibility to notify the departmental payroll clerk of this fact, in writing, to stop sick leave integration. The employee must also notify the payroll clerk, in writing, to stop integration of State Disability Insurance payments with vacation leave or compensatory time. Upon receipt of notification, the payroll clerk will cease integration of any future leave for that incident of illness.
- 27.1.1.4 The employee must show the State of California form (Disability Insurance Notice of Computation) to his or her payroll clerk to verify dates covered by SDI and the amount to be paid. The employee must inform his/ her payroll clerk of all SDI payments. Any employee entitled to State Disability Insurance shall receive in addition thereto such portion of his or her accumulated leave as will meet but not exceed, the standard earnings of the employee for his or her normal workweek, up to a maximum of five (5) days.

SECTION 28: BEREAVEMENT LEAVE**28.1 Benefit and Covered Individuals**

In the case of death within the immediate family of an employee, the employee shall be entitled to remain absent from employment with pay in order to attend the funeral or memorial service, for a period not to exceed three (3) working days, or, in the case of a funeral or memorial service outside the State of California, for a period not to exceed five (5) working days. The leave is not required to be taken in consecutive days but shall be taken within twenty (20) working days of the death of the family member. Members of the employee's immediate family, as used in this Section means the mother, father, step-parents, grandmother, or grandfather of the employee or of the spouse of the employee, and the spouse, domestic partner, step-child, son and daughter of the domestic partner, son, son-in-law, daughter, daughter-in-law, brother/step-brother or sister/step-sister of the employee, aunt or uncle of the employee, grandchild, or any relative living in the immediate household of the employee.

Leave of absence with pay because of death in an employee's immediate family shall not be charged against vacation or sick leave, but shall be in addition thereto.

28.2 Discretionary Approval

With approval of the Department Head or his or her designee, additional time to adjust to the death may be granted.

In special cases, the City Manager, or his or her designee may grant a death leave to allow an employee to attend funeral or memorial services because of the death of a person not

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included within the definition of the immediate family.

28.3 Pro-Rated Benefits

An employee working on a part-time basis shall be entitled to use bereavement leave only on a pro-rated basis.

28.4 Verification

Employees requesting leave under Section 28.1 (Benefit and Covered Individuals) may be required to provide documentation of relationship with the eligible family member.

SECTION 29: MILITARY AND MARITIME LEAVE

Military and Maritime Leave shall be governed by the provisions of the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and any regulations promulgated to implement the Act, and the California Military and Veteran's Code.

SECTION 30: PARENTAL LEAVE

A continuous parental leave of up to one year will be granted to any employee with one (2080 hours) or more years of continuous employment with the City (or equivalent in the case of part-time employees) upon the birth of a child or the legal adoption of a child who is five years or younger, providing that:

30.1 Commencement of Parental Leave

The one year parental leave must commence no later than thirteen (13) months from the date of birth or legal adoption and must expire no later than twenty-five (25) months from the date of birth or adoption and;

30.2 Notice Requirement

An employee wishing to exercise their rights under this provision must provide the City at least 60 calendar days notice prior to the anticipated commencement date of the parental leave.

The employee, at his or her option, may request that all or any portion of sick leave (up to a maximum of two hundred [200] days) or vacation leave that he or she has accumulated be paid in the same manner as it would if he or she had been absent due to illness or injury or on vacation during the leave. In the event both parents are employed by the City, nothing shall prohibit both employees from taking simultaneous parental leave.

The foregoing leave shall be granted upon medical certification of pregnancy or the presentation of legal evidence of adoption.

During approved parental leave, after all earned leaves are exhausted, the City agrees to maintain life and health insurance coverage subject to any regular participation requirement of the employee. Approved parental leave shall not be deducted from the seniority service date.

2021-2024 Memorandum of Understanding**City of Berkeley****Public Employees Union, Local One****SECTION 31: JURY DUTY LEAVE**

An employee who is called or required to serve as a trial juror shall be entitled to be absent from work with pay during the period of jury duty or while required to be present in court as a result of a call to jury duty. In order to receive payment for jury duty leave, an employee must provide reasonable prior notice to his or her supervisor of the obligation to perform jury duty service and proof that such jury duty service was performed. An employee is required to be present at work when not serving as a trial juror or as a member of a jury selection panel. An employee will notify his or her supervisor of any unusual constraints (e.g., time to call in, time to report for jury service) made by the court that affect the employee's ability to simultaneously fulfill his or her jury duty service and employment obligations; and the supervisor will attempt to accommodate the employee. Absence from work to perform jury duty service shall apply to employees who work swing and graveyard shifts for those days on jury duty. Employees who serve jury duty on their days off shall be granted an equivalent number of days off during their normal workweek. The employee will keep any payment received for jury service including mileage reimbursement.

SECTION 32: CONTINUING EDUCATION LEAVE

The City shall allow up to eighty (80) hours off with pay per year to employees in Units M [PEU0], P-1 [PEU1] and P-2 [PEU1]:

- 32.1 Who are required to obtain continuing education as a condition of license or certification renewal when the license or certification is required by the City for the employment of the employee;

(No more hours than are required by the State shall be granted unless mutually agreed upon by the employee and his or her immediate Department Head.

Employees seeking time off to take courses for an initial license must provide verification that the course was not offered as part of their basic curriculum); or

- 32.2 To obtain education and training related to job skills, to enhance performance, or to qualify for promotion at the discretion of the Department Head.

Employees qualifying under Section 32.1 or 32.2 above who take classes during non-scheduled work hours shall be allowed time off from work on an hour-for-hour basis without loss of compensation or other benefits, to a maximum of eighty (80) hours per year.

SECTION 33: LEAVE OF ABSENCE WITHOUT PAY**33.1 Department Head Authority**

Upon request of the employee, a Department Head may grant to an employee within his or her department leave of absence without pay for a period not to exceed thirty (30) working days. No leave without pay shall be granted for more than thirty (30) working days, except upon the written request of an employee and approval of the City Manager.

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33.1.1 **Exhaustion of Accrued Leave After Sick Leave:** In the event of illness, should an employee exhaust sick leave, he or she must use all available compensatory and vacation leave prior to receiving authorization for leave without pay.

33.1.2 **Exhaustion of Accrued Leave:** In the event of a request for leave of absence for personal reasons (not related to sickness), an employee must exhaust all compensatory and vacation time available, prior to receiving authorization for leave without pay.

33.2 City Authority and Employee Notification Requirements

The City has the right to reject or deny employee requests for leaves of absence as provided in this Understanding. All employees who are absent from work for any reason must report their absence and the reason for their absence or obtain prior permission to be on leave as required by this Understanding. Failure by the employee to do so may lead to disciplinary action, up to and including discharge.

34: Intentionally Left Blank

ARTICLE 4 - HEALTH AND WELFARE BENEFITS**SECTION 35: HOSPITAL, MEDICAL AND DENTAL COVERAGE****35.1 Medical Coverage**

Effective January 1, 1991, the maximum amount the City shall be required to pay for health insurance premiums shall be the applicable (i.e., single, two party, or family) Kaiser rate for health insurance coverage for employees who have such coverage under any group health insurance plan authorized by the City Council. Medical benefits are extended to full-time employees, the spouse of the employee or domestic partner, and IRS dependents up to the age of 26.

Domestic Partnership Taxation: If an employee chooses to complete and submit an Affidavit of Domestic Partnership and sign up for medical benefits for his or her domestic partner, the employee shall be subject to federal and state income tax withholding.

Health Coverage for Part-Time Employees: Notwithstanding Section 39 (Part-Time Employees & Prorated Benefits), an employee working on a part-time basis shall be entitled to health insurance coverage on a pro-rata basis.

Effective January 1, 2010, the City will pay 75% of the cost of the medical plan which is fully paid for full time employees for those part-time employees who work 20 to 29 hours per week. The City will pay 100% of the cost of the medical plan which is fully paid for full time employees for those part time employees who work 30 or more hours per week.

The present level of the health plan benefits described above shall be maintained at City expense.

35.2 Dental Coverage

The City shall provide a dental care program for employees. Dental benefits are extended to full-time employees, their spouse or domestic partner, and any IRS dependents up to the age of 26. If an employee chooses to complete and submit an Affidavit of Domestic Partnership and sign up for dental benefits for his or her domestic partner, the employee shall be subject to federal and state income tax withholding for the cost of the benefit unless there is a change in tax law that would allow the benefit without tax. An employee working on a part-time basis shall be included in the dental care program on a pro-rata basis.

Effective January 1, 2011, benefits provided under the Dental Program shall be increased to an annual limit of \$3,000 for dental work and a lifetime limit of \$3,000 for orthodontics. The co-insurance rate shall be ninety percent (90%) of the Bay Area Usual, Customary and Reasonable charges.

35.3 Health and Dental Plan Evaluation

The City Manager and the Union intend to evaluate, prior to the 2003 open enrollment period, the hospital-medical and dental plans that are presently available to employees. In the expectation that it may be possible to improve the coverage available without additional cost to the City or the employees, the parties may agree to substitute new insurance carriers, including the CalPERS health program (provided the CalPERS health program,

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guided by PEMHCA, are in conformance with the City of Berkeley Domestic Partner Benefits Policy) or to participate in a plan with one (1) or more other public jurisdictions. Subject to mutual agreement between the parties, any reduction of a specific benefit which may result from substitution or participating in a new plan (if on the whole the new coverage is superior) will not be deemed a violation of this Memorandum of Understanding.

In the absence of agreement between the City Manager and the Union to effect a new program, the City agrees to maintain the present hospital- medical and dental plans for the duration of this Memorandum of Understanding as specified above.

Before the City acts to change an insurance carrier during the term of this Understanding, the City shall give the Union thirty (30) days notice of its intention to change carriers and shall, upon written request, meet with the Union to discuss the reasons for such change. Any changes in the level of benefits or the cost of benefits to the employee, the City shall meet and confer with the Union on such proposed change(s). The final determination of insurance carriers shall be in the sole discretion of the City.

35.4 Notice Requirements to Employees Who Terminate/Resign/on Leave of Absence

The City shall give advance notice to any employee who resigns, is terminated or is on a leave of absence, as to what is necessary to keep the Health Plan in force without a break in coverage.

35.5 Cash-in-Lieu

Effective January 1, 2019, for employees who show proof of alternate medical coverage, the City will compensate the employee \$576.00 per month, prorated for less than full-time employees, as provided in Section 39 (Part-Time Employees & Prorated Benefits). This benefit shall be frozen at this amount through the term of this Memorandum of Understanding. In order to comply with FLSA laws, health insurance in-lieu payments shall be paid over twenty-six (26) equal biweekly installments.

35.6 Effective Date of Benefits

New medical and dental benefits shall begin the first day of the calendar month following the date of hire, and end the last day of the month an employee is in pay status.

35.7 Replacement Health Plan Meet and Confer

The Union agrees to meet and confer with the City commencing no sooner than January 1, 2014, following a request from either party, on methods to contain or reduce the City health benefit costs, including but not limited to a new and/or replacement health plan. The meet and confer shall be subject to the normal rules of collective bargaining.

SECTION 36: RETIREE MEDICAL COVERAGE

The City and Union have agreed that the City will make available retiree health insurance coverage under certain terms and conditions described below. This retiree medical benefit shall be referred to as Plan Z2B Cap 3. The terms and conditions of this benefit shall be set forth in a separate document which shall contain a full plan description and shall control the administration

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of the retiree medical plan.

The City will begin to provide the retiree medical coverage set forth in this section on July 1, 1998. An employee's entitlement to any and all benefits provided by the City under this retiree medical cover plan are subject to the funding limitations set forth in Section 36.8 (City Funding of Retiree Health Benefit).

36.1 Amendment of Retiree Health Premium Assistance Plan IV, effective June 28, 1998, Restated and Amended effective March 22, 2011

After Council approval of the successor Memorandum of Understanding, the City shall amend the Retiree Health Premium Assistance Plan IV (For Public Employees Union, Local One) as soon as practicable to allow employees who retire after Council approval of the successor Memorandum of Understanding to enroll in non-City sponsored health plans. In the event a retiree elects to enroll in a non-City sponsored health plan, the City shall reimburse the medical insurance premium payments in an amount equal to what the City would contribute to the City sponsored health plan for the retiree and/or surviving spouse/domestic partner until the death of both. If there is no spouse or domestic partner at the time of retirement, the City shall only reimburse the single party rate. The reimbursement shall be paid directly to the retiree or surviving spouse or domestic partner with proof of medical coverage either in the retiree's name or surviving spouse/domestic partner's name. The maximum amount the City will reimburse for the cost of Medical Insurance Premiums is based on the schedule described in Section 36.2. Retiree shall be solely responsible for all aspects of the requirements to enroll in a non-City sponsored health plan and maintain eligibility for such a plan; the City's sole obligation is to pay the medical insurance premium contribution required under this section, as directed by the retiree to a non-City sponsored health plan. The City shall not be responsible for any excess cost differentials associated with the direct payment of premiums to non-City sponsored plans. There shall be no cash in lieu payments made under this benefit.

The City and the Union agree that the City will also amend the Retiree Premium Assistance Plan IV (For Public Employees Union, Local One) to allow eligible retirees who retired prior to Council approval of the successor Memorandum of Understanding to enroll in a non-City sponsored health plan.

36.2 Eligibility

An employee is eligible for the retiree health insurance coverage set forth in Section 36.3 (Pre Age 65 Retiree Health Insurance) below if he or she meets all the following criteria:

36.2.1 retires on or after July 1, 1998,

36.2.2 is vested with CalPERS,

36.2.3 has at least eight (8) years of CalPERS qualifying service with the City,

36.2.4 is at least age 55.

Retiree Health Premium Assistance Plan – Requires at least 8 years of City of Berkeley CalPERS service credit and be at least 55 years of age at time of retirement. City contributions to the Plan increase by up to 4.5% of the Kaiser rate each July 1. If premium exceeds employer contribution, the retiree pays the difference. Employer contribution level is based on a Years of CalPERS City service formula beginning at 8 years (30%), 9 years (40%), 10 years (50%), 11 years (58%), 12 years (66%), 13 years (74%), 14 years (82%), 15 years (90%), 16 years (92%), 17 years (94%), 18 years (96%), 19 years (98%), and 20 years (100%). At age 65, Medicare becomes the primary health care provider. City contributes toward payment of premiums for a Medicare supplement plan based on the aforementioned criteria.

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The City's Cost is 1% of gross payroll. Effective June 29, 2008, the amount the City contributes for employees represented by Public Employees Union Local 1 the pre-65 and post 65 retirees increases by 3.68%. The improvement for pre-65 retirees is for those retiring on or after June 29, 2008; the improvement for post 65 retirees is for those retiring on or after 12/29/08.

Public Employees Union, Local One						
Retiree Health Premium Assistance Plan Monthly Contribution Amounts						
Effective 7/1/18 to 12/31/18						
KAISER*	Total Premium Effective 1/1/18	Retired on or after June 29, 2008		Retired before June 29, 2008		
		Max RHPA Benefit	Retiree Pays	Max RHPA Benefit	Retiree Pays	
PRE-MEDICARE RETIREE - KAISER Group 603457-1000 (\$5 office/ \$5 Rx)						
Single	\$1,368.88	\$603.30	\$765.58	\$369.76	\$999.12	
Single + Dependents	\$3,873.93	\$603.30	\$3,270.63	\$369.76	\$3,504.17	
2-Party (Retiree + Spouse/Dom Partner)	\$2,737.76	\$1,206.61	\$1,531.15	\$739.52	\$1,998.24	
Family (Retiree, Spouse + Dependent)	\$3,873.93	\$1,206.61	\$2,667.32	\$739.52	\$3,134.41	
PRE-MEDICARE RETIREE - KAISER Group 603457-1004 (option B \$10 office, \$5/\$15 Rx, \$500 hospital admission)						
Single	\$1,317.41	\$603.30	\$714.11	\$369.76	\$947.65	
Single + Dependents	\$3,728.27	\$603.30	\$3,124.97	\$369.76	\$3,358.51	
2-Party (Retiree + Spouse/Dom Partner)	\$2,634.82	\$1,206.61	\$1,428.21	\$739.52	\$1,895.30	
Family (Retiree, Spouse + Dependent)	\$3,728.27	\$1,206.61	\$2,521.66	\$739.52	\$2,988.75	
MEDICARE ELIGIBLE RETIREE - KAISER Group 6034570-1000 Senior Advantage (\$5 office/ \$5 Rx)						
One-Party w/Medicare	\$414.41	\$463.91	\$0.00	\$32.96	\$381.45	
2-Party w/Medicare	\$828.82	\$927.31	\$0.00	\$65.91	\$762.91	
One Under 65 + One Over 65 (w/Medicare)	\$1,783.29	\$1,067.21	\$716.08	\$402.72	\$1,380.57	
SUTTER HEALTH PLUS*	Total Premium Effective 1/1/18	Retired on or after June 29, 2008		Retired before June 29, 2008		
		Max RHPA Benefit	Retiree Pays	Max RHPA Benefit	Retiree Pays	
PRE-MEDICARE RETIREE - Group 116006-000003 (\$10 office/ \$10 generic, \$30 brand, 60 brand non-formulary, 20% co-insurance specialty Rx)						
Single (Retiree)	\$940.11	\$603.30	\$336.81	\$369.76	\$570.35	
2-Party (Retiree + Spouse/Domestic Partner)	\$1,880.48	\$1,206.61	\$673.87	\$739.52	\$1,140.96	
2-Party (Retiree + 1 Dependent)	\$1,880.48	\$603.30	\$1,277.18	\$369.76	\$1,510.72	
Family (Retiree & 2+ Dependents)	\$2,502.48	\$1,206.61	\$1,295.87	\$739.52	\$1,762.96	
<i>*Note: Premiums exclude any administrative fees paid by Retiree to TLC if under 55.</i>						

36.3 Pre Age 65 Retiree Health Insurance

The City shall make available health insurance coverage to the employee and his or her spouse or domestic partner. The City will pay on the employee's behalf no more than \$166.26 per month for an employee electing single party health coverage and no more than \$332.52 per month for an employee electing two-party coverage. Effective July 1,

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2002, the City's contribution level shall be \$198.27 per month on the employee's behalf for single party health insurance and no more than \$396.54 per month for two-party health coverage. The actual monthly amount of money the City will contribute on the employee's behalf will be based on the employee's total years of CalPERS service as provided in the following chart:

Years of CalPERS Qualifying Service	Percent of City Contribution
8	30%
9	40%
10	50%
11	58%
12	66%
13	74%
14	82%
15	90%
16	92%
17	94%
18	96%
19	98%
20	100%

Employee will pay the difference between the City's monthly contribution and the actual monthly insurance premium charged by the health plan he or she has elected for retiree medical coverage. If during the term of this Understanding the premiums for such health insurance are increased, the amount the City contributes shall increase no more than 4.5% above the previous year's contribution. No increases in the amount the City contributes shall occur before July 1, 1999. Thereafter, any increase in the amount contributed by the City will occur on July 1 each year thereafter.

36.3.1 Effective June 29, 2008: For employees who retire on or after June 29, 2008, the City will pay on the employee's behalf no more than \$421.28 for an employee electing single party health coverage and no more than \$842.56 per month for an employee electing two party coverage effective December 29, 2008. The actual monthly amount of money the city will contribute on the employee's behalf will be based on the employee's total years of CalPERS service as provided in this Memorandum of Understanding. Pursuant to Section 36.3 (Pre Age 65 Retiree Health Insurance), the amount the City contributes for single or two-party coverage shall increase no more than 4.5% on July 1 of each year.

36.4 Retiree Benefits for Employees Age 65 and Over

Once an employee or retiree reaches age 65, he or she is eligible for Medicare. As a result his or her eligibility for the retiree medical benefits set forth in Section 36.3 (Pre Age 65 Retiree Health Insurance) ceases. On reaching age 65, the City will make available health insurance coverage for a Medicare Risk Policy. When an employee or retiree reaches age 65, the City will contribute no more than \$16.17 per month on the employee's behalf for single party health insurance coverage and no more than \$32.34 per month for two-party health coverage. Effective July 1, 2002, the City's contribution level shall be \$19.28 per month on the employee's behalf for single party health insurance and no more than \$38.37

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per month for two-party health coverage.

36.3.1 Effective June 29, 2008: For employees who retire on or after June 29, 2008, the City will pay on the employee's behalf no more than \$353.54 for an employee electing single party health coverage and no more than \$706.68 per month for an employee electing two party coverage effective December 29, 2008. The actual monthly amount of money the City will contribute on the employee's behalf will be based on the employee's total years of CalPERS service as provided in this Memorandum of Understanding. Pursuant to Section 36.3 (Pre Age 65 Retiree Health Insurance), the amount the City contributes for either the single or two-party coverage shall increase no more than 4.5% on July 1 of each year.

36.5 Termination by City of Retiree Medical Benefit

Failure of the retiree or surviving spouse to pay their monthly share of the health insurance premium will result in termination of the retiree medical benefit and relieve the City of any further obligation to provide any further benefits under this section.

36.6 Retiree Medical Benefit for Employees Retiring Between the Ages of 50 and 55

An employee who is at least 50 years of age, but less than 55, and has at least eight years of CalPERS qualifying employment with the City will retain eligibility for the retiree medical benefits provided in Section 36.3 (Pre Age 65 Retiree Health Insurance) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his or her termination from City employment until the employee's 55th birthday. If for any reason the employee has a lapse in health care coverage the employee forfeits his or her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide any benefits under this section to the employee and/or his spouse or domestic partner.

36.7 Employees Retiring with a CalPERS Approved Disability Retirement

If an employee retires from the City before age 55 with a CalPERS approved disability retirement, the employee will retain eligibility for the retiree medical benefits provided in Section 36.3 (Pre Age 65 Retiree Health Insurance) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his or her termination from City employment until the employee's 55th birthday. If for any reason the employee has a lapse in health care coverage the employee forfeits his or her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide any benefits under this section to the employee and/or his spouse or domestic partner.

36.8 City Funding of Retiree Health Benefit

City contributions to the retiree medical benefit will begin on July 1, 1998. Funding of this benefit will be set aside in a trust to be established by the City.

The retiree medical benefit will be funded by a roll up charge of 0.25% of payroll in each year of this Understanding (i.e. 0.25% in the first year, 0.50% in the second year, 0.75% in the third year and 1.00% in the fourth year), so that contributions are at 1% of the payroll in the fourth year of the Understanding. The City will fund the benefit at approximately 1% of the payroll for every year thereafter with the intent of achieving a funding level of 70%

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after 30 years. The funding will be ongoing to maintain a 70% funding level thereafter.

Effective June 28, 2009, the City will fund the retiree medical benefit at approximately 4.7%, inclusive of the 1% referenced above, of the payroll during the term of the Understanding and for every year thereafter. The purpose of the increase in payroll contributions is to fund Pre and Post-Age 65 Retiree Health Insurance.

The Union understands and acknowledges that the City conducted an actuarial study to determine the percentage of payroll it needed to set aside each year and the rate of return of 7% it must achieve to fund the retiree health benefit provided in this section. The City will conduct an actuarial study by an outside actuary of the retiree medical plan prior to June 30, 2002. After that time, the City will conduct an actuarial study by the outside actuary of the retiree medical plan every year to review the funding status of the program. The outside actuary will be selected by mutual agreement of the parties. The Union and City agree that if the Actuary concludes that the City's funding of this benefit by contribution of 4.7% of the payroll is insufficient to fully fund the retiree medical benefits, the City shall not be required to increase its funding for this benefit to more than 4.7% of the payroll. In the event that there are insufficient funds in the trust to cover Local One retirees' monthly health premiums, the City shall make an across the board reduction in the monthly premium paid on the employees behalf and advise the retiree that he or she is responsible for paying any amounts due the group health plan to cover the difference between the City's contribution and the actual monthly group health plan premium.

36.9 Actuarial Review of Assets and Liabilities

The City shall provide an Actuarial analysis of all of Local 1 Retiree Medical Plan assets and liabilities, as stipulated in this MOU Section 36.8 (City Funding of Retiree Health Benefit) above and Retiree Health Premium Assistance Plan Document Section 7.4 (Periodic Review of Plan Benefits) of the Retiree Health Premium Assistance Plan IV for Public Employees Union, Local 1. All Local 1 Plan assets and liabilities shall remain segregated for the term of this MOU.

36.10 Alternative Retiree Medical Plan

In preparation for the next round of negotiations the City will consult with a Third Party Administrator to determine feasibility of an alternative retiree medical health savings plan.

SECTION 37: GROUP LIFE INSURANCE**37.1 City Paid Coverage to \$50,000**

The City shall continue to provide group life insurance, by a carrier of the City's choice. The City shall provide \$50,000 (standard accidental death and dismemberment of a like amount) for all employees in Units M [PEU0], P-1 [PEU1] and P-2 [PEU1]. The City shall pay the full amount of the premiums of such life insurance coverage.

37.2 Employee Option to Purchase to \$300,000

Employees may purchase additional term life insurance coverage in units of \$10,000 to a maximum benefit of \$300,000 subject to requirements of the insurance carrier. Life insurance shall become effective the first day of the calendar month following appointment and shall continue until the last day of the last calendar month in a pay status.

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SECTION 38: SUPPLEMENTAL RETIREMENT / DISABILITY INSURANCE PLAN / DEFERRED COMPENSATION**38.1 Supplemental Retirement and Income Plan**

Effective January 1, 1983, the majority of miscellaneous employees under the City's contract with the State of California Public Employees' Retirement System who were covered by the integrated Social Security Program voted to withdraw from participation in the Federal Social Security Program.

In lieu of Social Security payments, the City has agreed to pay an amount equal to that percent of individual pay (6.7% payable on the first \$32,400 of salary paid in the calendar year / or the current applicable rate / amount in effect) which had been paid by the City to Social Security as of December 31, 1982 to a Supplemental Retirement and Income Plan which provides investment and long-term disability benefits for those employees previously covered under the integrated PERS / Social Security Plan which provides investment and long-term disability benefits for those employees previously covered under the integrated PERS / Social Security Plan.

Provisions of this plan are described in City of Berkeley Ordinances No. 5864 - N.S. (SRIP I) and No. 5865 - N.S. (SRIP II) as amended. This payment is also applicable to those employees hired on or after 1/1/83.

The City will assume the cost for long-term disability insurance for all SRIP II members upon completion of contract negotiations with the insurance carrier, but no later than July 2, 1995.

38.2 Deferred Compensation Plan

The parties will meet and discuss whether an amendment to the City of Berkeley Deferred Compensation Plan is possible to allow participants to take out loans. Moreover, the parties agree that if there are amendments to the Deferred compensation Plan, the combined total number of active and outstanding loans an employee may have at any one time from the Deferred Compensation Plan and/or the Supplemental Retirement and Income Plan II (SRIP II) referenced in Section 38 (Supplemental Retirement / Disability Insurance Plan), shall be limited to two; one from each plan or two from the same plan, and that the maximum loan provision may require an amendment to the SRIP II Plan. If a loan provision is permissible for the Deferred Compensation Plan under Internal Revenue Service rules, the Union acknowledges and understands that the City must consider the impact to all City employees before agreeing to amend either the Deferred Compensation Plan or SRIP II. The parties agree that the first meeting shall be no later than 120 days following Council approval of this MOU.

SECTION 39: PART-TIME EMPLOYEES & PRORATED BENEFITS**39.1 Prorating**

Employees working on a part-time basis shall receive benefits on a pro-rated basis.

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39.2 Prorating Benefits

All current career employees who in the future request to become part-time career, working a minimum of 20 hours, but less than 40 hours per week, shall receive prorated, rather than full fringe benefits and shall pay, by payroll deduction, a pro-rata portion of the health and dental insurance premiums.

39.3 Layoff Benefits

All current career employees who are given the option of accepting part-time employment in lieu of layoff from City services shall continue to receive full health, dental and life insurance benefits paid by the City in addition to prorated benefits.

Employees working on a part-time basis shall receive benefits on a pro-rated basis.

39.4 Job Share in Lieu of Layoff Benefits

Employees who voluntarily job-share to prevent layoffs of coworkers shall continue to receive full health, dental and life insurance benefits paid by the City in addition to other prorated benefits.

SECTION 40: YMCA GROUP MEMBERSHIP

By January 1, 1988 the City shall offer employees a low or no-cost group membership in the Berkeley Central YMCA. The amount the City contributes toward the employee's monthly membership fee is subject to federal and state income tax withholding.

Use of a YMCA membership by a City of Berkeley employee, as provided for in this Understanding, is non-compensable, is not a part of the employee's work-related duties, is not required for employment and is not condoned as part of a physical fitness program, or required to maintain top physical conditioning for the employee's job performance.

The City of Berkeley or its Claims Administrator may not be liable for any injury which arises out of a City of Berkeley employee's participation in and use of a YMCA membership.

ARTICLE 5 - TERMS AND CONDITIONS OF EMPLOYMENT**SECTION 41: PROBATIONARY PERIOD****41.1 Duration**

Original and promotional appointments from employment lists for classifications in the M - Management (Career) [PEU0], and the P-1 Professional (Career) [PEU1] representational units shall be tentative and subject to a probationary period of one (1) year of actual service. However, the City will provide written performance evaluations to such probationers at the fourth (4th) month, eighth (8th) month and twelve (12th) month periods (unless rejected from probation as provided in Sections 41.3 (Report Requirements) and 41.4 (Rejections During Probationary Period). The City will provide the written performance evaluation to the probationer within 30 calendar days of the fourth (4th) and eighth (8th) month evaluation period and before completion of the twelfth (12th) month. If the City fails to provide the aforementioned written performance evaluations for a specific probationer, the City will waive its right to enforce the one (1) year probationary period for the specific probationer and the probationary period for the specific probationer shall be six (6) months of actual service.

Original and promotional appointments from employment lists for classifications in the P-2 - Engineering Paraprofessional (Career) [PEU1] representational units shall be tentative and subject to a probationary period of six (6) months of actual service. Time spent on workers' compensation leave as a result of an industrial injury shall not be considered as actual service and shall not be included as time served toward completion of the probationary period. Probationary employees who are granted military leaves of absence shall complete the balance of their probationary period within a period of six (6) months following their return to City service.

41.2 Promotion or Provisional Appointment Prior to Completing Probationary Period

Unless applying for a closed examination, an employee does not have to complete the probationary period as a prerequisite for promotion. If, before completing the required probationary period, an employee is provisionally appointed to a higher class in the same or a related series of classes, the time served in such higher class shall be counted toward completion of the probationary period in the lower class.

41.3 Report Requirements

The City shall give probationary employees in the M - Management (Career) [PEU0], and P-1 - Professional (Career) [PEU1] representational units written probationary period evaluations at the fourth (4th), eighth (8th) and twelfth (12th) months in order to advise the employee of their performance. The City shall give probationary employees in P-2 - Engineering Paraprofessional (Career) [PEU1] representational units written, bi-monthly, probationary period evaluations in order to advise the employee of their performance.

Reporting Satisfactory Service: If the service of the probationary employee has been satisfactory to the Department Head, the Department Head shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such probationer in the service is desired.

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Reporting Unsatisfactory Service: If such service has been unsatisfactory, the Department Head shall file with the Director of Human Resources such a statement, in writing, with the recommendation to the City Manager that the employee be discharged. The provisions of this Section shall in no way limit the rights of the City under Section 41.4 (Rejections During Probationary Period).

41.4 Rejections During Probationary Period

During the probationary period, an employee may be discharged at any time without right of appeal or hearing in any manner, except that appeal may be held in accordance with Section 49 (Grievances), if it is alleged that the discharge was in violation of Section 3 (Non-Discrimination). An employee rejected from a position to which the employee has been promoted shall be reinstated to the position from which the employee was promoted unless charges are filed and the employee is discharged as provided in Section 49 (Grievances).

41.5 Exception to Probationary Period

Employees reclassified as a result of a desk audit shall not be subjected to a new probationary period provided the employee has performed those duties for six (6) months and has not received an unsatisfactory evaluation during that period.

SECTION 42: TRANSFER

The Human Resources Department shall maintain a list of career employees who are interested in transfer. Prior to filling a vacancy with a new (probationary) employee, the Department Head shall consider qualified current employees to transfer into a vacant position. No employee shall be transferred to a position for which the employee does not possess the minimum qualifications. An employee with permanent status who is transferred from one class to another class shall assume permanent status in the class to which the employee is transferred.

Prior to outside recruiting, vacancies will be announced by notices in *Berkeley Matters*, on bulletin boards and by notice to departments.

SECTION 43: PROMOTION

Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotion list established.

If in the opinion of the City Manager, the City is facing staffing reductions which will result in displacement of employees, a waiver of minimum qualifications and/or substitution of related experience and education may be made in promotional examinations, with understanding on the part of management and supervisory personnel that adequate on-the-job training which can be completed within no more than one year, will be provided to facilitate job adjustment and to compensate for waiver of qualification standards if that has occurred. The promotional recruitment announcement will state that minimum qualifications may be waived providing the applicant's experience and education demonstrates his or her on-the-job development potential, as stated above. In promotional appointments where the minimum qualifications have been waived, the

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probationary period will be one year to allow the employee time to demonstrate development of the necessary job knowledge and skills.

Each candidate for promotion must be either a permanent employee in the competitive service or a former permanent employee on an active mandatory layoff Reemployment List and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought. The right to compete in a promotional examination in a specific classification series is not limited to employees in the bargaining unit.

If, in the opinion of the City Manager, the best interests of the service can be served by an open, competitive examination instead of a closed, promotional examination, and if there is not already a valid promotional list for the higher position from which the vacancy could be filled, then the City Manager may instruct the Director of Human Resources to call for applications for the vacancy and arrange for an open, competitive examination and for the preparation and publication of an eligibility list.

A City employee who is on a closed promotional or an open competitive list shall have the option to interview and be seriously considered for the vacancy. A City employee who is unsuccessful and who so requests shall be advised of steps he or she may take to increase his or her competitive standing for future promotional opportunities.

Employees who have qualified for promotional lists shall be considered for promotion based on the following factors: previous work performance, previous training and experience, merit, ability and seniority.

SECTION 44: FILLING OF VACANCIES

Prior to outside recruiting, all career vacancies shall be announced on email or Outlook (electronic Berkeley Matters, the City's regular employee newsletter on the City's Intranet) and by notice to departments. Those employees without a designated computer shall be provided with a hard copy of such notice.

SECTION 45: INCREASED HOURS FOR PART-TIME CAREER EMPLOYEES

Part-time career employees in the same classification shall be notified and have the opportunity to apply for increased hours in a classification before hiring from the outside. Decisions to offer the increased hours shall be based on program necessities. This provision shall not apply when the increased hours are offered to the occupant of the position and he or she has accepted same.

SECTION 46: CLASSIFICATION & COMPENSATION STUDIES

The City agrees to meet regularly with the Union or a committee of unions to report on the status of classification, compensation, or similar studies, and to give consideration to the Union's concerns.

Such concerns may also be brought to the attention of the City Manager at the regular labor

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management meetings.

The City and the Union will meet and confer on implementation issues relative to these studies to the extent required by law.

SECTION 47: RESIGNATION

An employee wishing to leave the competitive service in good standing shall file with the Department Head, at least two (2) weeks before leaving the service, a written resignation stating the effective date and may voluntarily give reasons for leaving. The resignation shall be forwarded to the Director of Human Resources with a statement by the Department Head as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Failure of the employee to give the notice required shall be entered on the service record of the employee, and may be cause for denying future employment by the City. The resignation of an employee who fails to give notice shall be reported by the Department Head immediately.

SECTION 48: REINSTATEMENT

A permanent or probationary employee who has resigned with a good record may be reinstated within three (3) years to the employee's former position, if vacant, or to a vacant position in the same or comparable class without further competitive examination. This section shall not be interpreted as a guarantee of reinstatement to an employee who has resigned with a good record and who requests reinstatement within three (3) years.

ARTICLE 6 - GRIEVANCE AND APPEAL PROCEDURE

SECTION 49: GRIEVANCES

49.1 Purpose

49.1.1 This grievance procedure shall be used to process and resolve grievances arising from this Memorandum of Understanding and all pertinent City policies, ordinances, administrative directives and past practices.

49.1.2 The purposes of this procedure are:

49.1.2.1 To resolve any grievance informally at the lowest possible level;

49.1.2.2 To provide an orderly procedure for reviewing and resolving grievances promptly.

49.2 Definitions

49.2.1 **Grievance:** A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Understanding and all pertinent City policies, ordinances, administrative directives and past practices as are mutually agreed to by the Union and the City. No matter shall be considered as a grievance under this Section unless it is presented within thirty (30) calendar days after occurrence of the events on which the grievance was based.

49.2.2 **Employee Rights:** The employee retains all rights conferred by the Meyers-Milias-Brown Act, Sections 3500, etc., of the Government Code.

49.2.3 **Supervisor:** As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.

49.2.4 **Party:** As used in this procedure, the term "party" means an employee, the Union, the City or their authorized representatives.

49.2.5 **Waiver of Time Limits:** A grievance shall be deemed abandoned unless initiated and appealed within the time limits specified in this section. Time limits provided for in this section may be extended or waived only by mutual agreement.

49.2.6 **Non-Response of City:** If the City fails to respond within the time limits and conditions set forth herein, the grievance may be moved to the next step.

49.2.7 **Days:** Unless otherwise stated, all references to "days" in Article 6 (Grievance and Appeal Procedure), Sections 49 (Grievances) and 50 (Disciplinary Appeals – Demotions, Suspensions and Terminations) shall be specified as "working days," excluding weekends, holidays, and VTO days.

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49.3 Grievance Representation Rights

An employee may request the presence of a Union representative at any and all steps in the grievance procedure.

49.4 Grievance Representation Limitations

No employee shall represent in a grievance any employee he or she regularly supervises.

49.5 Progression of Steps in the Grievance Procedure

49.5.1 **STEP ONE:** An employee who believes he or she has cause for grievance may contact his or her supervisor alone or with his or her representative. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance shall be reduced to writing and presented to the next level within ten working (10) days of receipt of the 1st level supervisor's response.

49.5.2 **STEP TWO:** If the grievance is not resolved under Step One of this procedure, and the employee elects to process a written grievance, the grievance statement shall include the following:

49.5.2.1 **Statement:** A statement of the grievance clearly indicating the question raised by the grievance and the Article(s) and Section(s) of this Understanding which the grievant claims has/have been violated or the pertinent City policies, ordinances and administrative directives and past practices.

49.5.2.2 **Remedy:** The remedy or correction requested of the City.

49.5.2.3 **Signatures:** The grievance shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's Department Head or his or her designee.

49.5.2.4 **Department Head Response:** The grieving employee's Department Head or his or her designee will give his or her answer to the grievance in writing within ten (10) working days from the time he or she received the grievance in writing. The answer shall include the following:

49.5.2.4.1 A complete statement of the City's position and the facts upon which it is based.

49.5.2.4.2 The remedy or correction which has been offered, if any.

49.5.2.5 **Employee Appeal:** An employee may appeal to Step Three within twenty (20) working days of receipt of the answer.

49.5.3 **STEP THREE - CITY MANAGER:** In the event the grievant is not satisfied with the decision at Step Two, the grievance may be appealed in writing to the City Manager within twenty (20) working days after the termination of Step Two. The Union's representative, the employee and the designated representative of the

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City Manager shall meet to hear the grievance appealed to the Third Step. Grievances appealed to the third step of the grievance procedure shall be in writing stating the grievant's position and shall be heard within twenty (20) working days after the appeal to the Third Step of the grievance procedure.

49.5.3.1 A written answer shall be made within twenty (20) working days after the hearing, stating the City's position.

49.5.3.2 If the grievance is not settled in accordance with the foregoing procedure, the union may refer the grievance to Arbitration within twenty (20) working days of the conclusion of Step Three.

49.5.4 **STEP FOUR - ARBITRATION**: If the union is not satisfied with the City Manager's response to the grievance at Step Three, or if for any reason, forty (40) working days have elapsed from the date upon which the grievance was received by the City Manager, the Union may require that the grievance be referred to an impartial arbitrator, who shall be designated by mutual agreement between the Union and the City Manager. Provided further that the Union shall forward to the City the Union's portion of the State Mediation and Conciliation Services (SMCS) fee within 120 calendar days of receipt of the City Manager's response. Failure by the Union to meet this 120 calendar days deadline for both referral to Arbitration and payment of the SMCS fee shall be deemed as a full and complete waiver by the Union to appeal the City Manager's decision to Arbitration and the City Manager decision shall be final and binding on all parties.

The fees and expenses of the Arbitrator, the State Mediation and Conciliation Services, and of a Court Reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Arbitrator decisions on matters properly before them shall be in writing and shall be final and binding on both parties hereto to the extent permitted by the Charter of the City.

49.6 Discrimination Complaints

An employee and / or the Union may file a complaint concerning a violation of Section 3 of this Understanding and such a complaint shall be processed in accordance with the EEO Complaint Investigation and Resolution Procedure of the City of Berkeley Equal Employment Opportunity (EEO) Program available on-line on the City's IntraWeb, Department of Human Resources, or by contacting the City's Equal Employment Opportunity and Diversity Officer. The employee has the right to be represented by a Union representative at all stages of the informal and formal complaint investigation and resolution procedure; (2) the Equal Employment Opportunity and Diversity Officer shall meet with and report to only the City Manager during the formal resolution process; and (3) the City Manager shall make the final decision on the merits of the complaint which may be appealed by the Union to an impartial arbitrator within thirty (30) working days of receipt by the Union of the City Manager's decision. Such an appeal shall be processed in accordance with Section 49.7 (Compensation Complaints) and Section 49.8 (Issues of Interpretation of the Understanding or Allegations of Past Practice) of this Understanding.

Quarterly Report: The City shall provide the Union, on a quarterly basis, a report that

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identifies the date of the complaint and its status (accepted or rejected) of all employees subject to this Understanding. The report shall not include any confidential data.

49.6.1 **Arbitration Costs:** The fees and expenses of the Arbitrator, the State Mediation and Conciliation Services, and of a Court Reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. Arbitrator decisions on matters properly before them shall be in writing and shall be final and binding on both parties hereto to extent permitted by the Charter of the City.

49.6.2 **Equal Employment Opportunity (EEO) Program Complaints:** Complaints seeking to modify or change any policy component of the City's EEO Program, including but not limited to the assignment of responsibilities, workforce utilization analysis, and EEO goals and timetables, shall be subject to the grievance / arbitration procedures of this Understanding.

49.7 Compensation Complaints

All grievances involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. In such cases, no adjustment shall be retroactive for more than thirty (30) working days from the date upon which the grievance was filed or thirty (30) working days from the date when an employee may reasonably be expected to have learned of said claimed violation. Only grievances which allege that employees are not being compensated in accordance with the rules, regulations and resolutions of the City Council or in accordance with the understanding contained in any Memorandum of Understanding or Memorandum Agreement which has resulted from the meeting and conferring process shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring is next opened for such discussion.

49.7.1 **Response Time Limits:** The Director of Human Resources of his or her designee shall issue a decision in writing within twenty (20) working days from the time he or she received the compensation grievance in writing. The grievant may appeal the decision to Step 3 (Section 49.5.3 of this Memorandum of Understanding) within twenty (20) working days of receipt of the answer.

49.8 Issues of Interpretation of the Understanding or Allegations of Past Practice

49.8.1 **Complaints Filed With:** Questions regarding the interpretation of the Understanding or allegations of Past Practice shall initially be filed in writing with the Employee Relations Officer of the Human Resources Department of the City.

49.8.2 **Filing Period:** Administrative Complaints regarding interpretation of the Understanding or allegations of Past Practice must be filed within thirty (30) working days of the date the alleged incident occurred, or of the date the grievant or the Union should have reasonably had knowledge of the incident.

49.8.3 **Process:** The Employee Relations Officer or his or her designee shall respond in

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writing within ten (10) working days of receiving the written complaint. If the grievant is not satisfied, she or he may submit the complaint to the grievance procedure described herein within twenty (20) working days of receipt of the answer. Such appeal shall enter the grievance procedure at Step 3.

49.9 Employee Organization Jurisdiction

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a formally recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as set forth in Section 49 (Grievances).

49.10 Arbitrator Limitations

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

49.11 Changes to Understanding

No changes in this Memorandum of Understanding or interpretation thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City and the Union.

SECTION 50: DISCIPLINARY APPEALS - DEMOTIONS, SUSPENSIONS AND TERMINATIONS**50.1 Progressive Discipline**

The City commits itself to the application and enforcement of a uniform policy of progressive discipline. Management actions may range from informal conversations to formal discharge, depending on the nature and severity of the violations. As used in this Memorandum of Understanding, discipline shall mean discharge, involuntary demotion, or suspension without pay.

50.2 Disciplinary Appeal

A Disciplinary Appeal is the procedure established hereunder to afford an employee his or her due process rights related to a pending disciplinary action. An employee may appeal the recommendation or imposition of suspension, demotion, or discharge other than when such action is taken during the formal probationary period for that employee.

50.3 Sole Mechanism for Resolution

The provisions of this Section shall be the sole mechanism for resolving disciplinary appeals pertaining to demotions, suspensions, and terminations. No disciplinary appeals involving the demotion, suspension, or discharge of an employee will be entertained unless it is filed in writing with the City Manager within five (5) working days of the time at which the affected employee was notified of such action in writing.

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50.4 Notice Requirement

Employees who are to be demoted, suspended or terminated for just cause shall be given written notice of such intended action, including the reasons therefore, and shall be afforded the opportunity for an informal hearing in accordance with the procedures established by the City. A copy of such notice shall be sent simultaneously to the Union.

50.5 Skelly (Due Process) Meeting Right

The Department Head proposing demotion / termination or a suspension of any length shall hold a meeting with the employee and his or her Union representative to discuss and consider the reasons for the proposed action. The purpose of the meeting is to give the employee an opportunity to respond to the charges before a final decision is made by the Department Head. Prior to the meeting the employee shall receive written notice of the reason(s) for the proposed action. A decision on the proposed action shall be issued by the Department Head within ten (10) working days of the meeting and shall be sent to the affected employee with a copy sent to his or her Union.

50.6 City Manager Authority to Demote

The City Manager may demote an employee who so requests it, or whose ability to perform required duties falls below standard, or for just cause. No employee shall be demoted to a class for which the employee does not possess the minimum qualifications as determined by the Director of Human Resources. (For demotion in lieu of layoff, refer to Section 60)

50.6.1 Demotion Notice Requirement: Notice of the demotion shall be given the employee no later than thirty (30) working days prior to the effective date of demotion and a copy of said notice shall be simultaneously filed with the Director of Human Resources and the Union. Said notice shall include the reasons for the action.

50.6.2 Permanent Status: An employee with permanent status who is demoted shall assume permanent status in the class to which the employee is demoted.

50.7 Suspensions

50.7.1 Maximum Suspensions: The City Manager may suspend an employee from his or her position at any time for just cause. Suspension without pay shall not exceed twenty (20) compensable days. No employee shall be penalized by suspension for more than twenty (20) compensable days within any twelve (12) month period.

50.7.2 Suspension of FLSA Exempt Employees: Notwithstanding any of the above, FLSA exempt employees shall not be suspended except as permitted by the Fair Labor Standards Act.

50.7.3 Immediate Threat: An employee who the Department head determines to be an immediate threat to the health and safety of co-workers or the public shall be placed on administrative leave with pay and sent home.

50.7.4 Suspension of Three (3) Days or Less: A Department Head may suspend an employee for not more than three (3) working days for any one offense. Such suspension shall be reported immediately in writing to the City Manager and the

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Union.

50.7.4.1 **Appeal:** If the Department Head decides to demote or suspend the employee three (3) or less working days, the grievant shall have five (5) working days from receipt of the Department Head's decision to file a formal written grievance appealing the Department Head's decision to the City Manager.

50.7.4.2 **Implementation:** Any suspension of three (3) working days or less that is appealed to the City Manager level of the grievance procedure will be postponed until the City Manager level is concluded in the grievance procedure.

50.8 City Manager Authority to Terminate Employment

An employee may be terminated at any time by the City Manager. If the probationary period has been completed, then such termination must be for just cause.

50.9 Demotion, Termination or Suspension for More than Three (3) Working Days

If the Department Head decides to demote, terminate, or suspend the employee for more than three (3) working days, then the decision of the Department Head shall be submitted as a recommendation to the City Manager and will not become effective unless and until it is ratified and so ordered by the City Manager.

50.9.1 **Appeals to the City Manager:** Upon receiving a Department Head's recommendation to demote, terminate or suspend a FLSA exempt or non-exempt employee for more than three (3) working days, or upon receiving the Union's appeal of a decision to suspend for three (3) or less working days, the City Manager or his or her designee shall review the recommendation or the appeal and shall meet with the grievant and his or her Union representative. The City Manager shall issue a decision sustaining, modifying or rejecting the Department Head's recommendation or the Union's appeal within fifteen (15) working days of the meeting. The City Manager's decision shall be sent by certified mail to the affected employee with a copy simultaneously sent by certified mail to his or her Union. The Union shall have twenty-five (25) working days from receipt of the City Manager's decision within which to file a formal written request for arbitration.

50.9.2 **Resolution by City Manager:** If the City Manager in pursuance of the procedures outlined in Section 50 above resolves a grievance which involved suspension or discharge, he or she may agree to payment for lost time or to reinstatement with or without payment for lost time.

50.10 Arbitration

If the Union appeals the City Manager's decision to arbitration, the disciplinary appeal will be referred to an impartial arbitrator, who shall be designated by mutual agreement between the Union and the City Manager. Provided further that the Union shall forward to the City the Union's portion of the State Mediation and Conciliation Services fee within 120 calendar days of receipt of the City Manager's response. Failure by the Union to meet this 120 calendar days deadline for both referral to Arbitration and payment of the SMCS fee shall be deemed as a full and complete waiver by the Union to appeal the City Manager's

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decision to Arbitration and the City Manager decision shall be final and binding on all parties.

The fees and expenses of the Arbitrator, the State Mediation and Conciliation Services, and of a Court Reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Arbitrator decisions on matters properly before them shall be in writing and shall be final and binding on both parties hereto to the extent permitted by the Charter of the City.

50.11 Weingarten (Representation) Rights

An employee may request the presence of a representative during each of the following proceedings:

50.11.1 **Disciplinary Interview:** During an interview with his or her supervisor which the employee reasonably believes may result in disciplinary action, and where there is no assurance from the supervisor that disciplinary action is not intended. If at any time during an interview without a representative in attendance, it becomes apparent that disciplinary action could occur, either party may adjourn the interview until a representative can be present.

50.11.2 **Skelly (Due Process) Hearing:** During any Skelly (due process) meeting prior to the imposition of discharge, suspension without pay or involuntary demotion.

50.11.3 **Disciplinary Appeals:** During the appeal meetings prior to the imposition of termination, suspension without pay, or involuntary demotion.

50.12 Changes to Understanding

No changes in this Memorandum of Understanding or interpretation thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City and the Union.

50.13 Representation Limitation

No employee shall represent in a grievance any employee he or she regularly supervises.

SECTION 51: PERSONNEL FILES

All official records of the employee's personnel history are maintained in the Human Resources Department, including applications for appointment, performance appraisal forms, employee transaction forms, formal disciplinary actions and other documents pertinent to the employee's official personnel history. Copies of these records may be retained by the employee's department, as a departmental personnel file. The City does not recognize any records maintained at the division level as official unless they are incorporated in an official document which has been given to the employee.

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the City in the employee's personnel file in the Human Resources Department or

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in the employee's personnel file in his or her department. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the City.

The City shall provide an opportunity for the employee to respond in writing to any information which is in the employee's personnel file about which he or she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's official personnel file. This Section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information of letters of reference.

Disciplinary actions shall be placed into an official personnel file maintained by the Human Resources Department and a copy given to the employee.

- 51.1 Records of grievances filed by an employee which do not relate to any disciplinary action taken against that employee shall not be maintained in the individual's personnel file.
- 51.2 Except as otherwise required by applicable law, any material related to disciplinary action which is subsequently overturned or rescinded shall be removed from the employee's personnel file.
- 51.3 Formal letters of reprimand or formal counseling shall be removed from an employee's personnel file upon request after 24 months provided the employee has maintained satisfactory performance. Counseling memos shall not be placed in employee's personnel files.

Copies of a letter(s) of commendation which are to be placed in the employee's personnel file will be given to the employee. Employees have the right to review their official personnel files maintained in the Human Resources Department and their departmental file, during normal business hours.

ARTICLE 7 - MISCELLANEOUS TERMS AND CONDITIONS

SECTION 52: USE OF AUTOMOBILES & PARKING

52.1 Authority and Allowance

The City Manager shall govern the use of City-owned automotive equipment and privately-owned automotive equipment by such rules and regulations as he or she may establish.

Compensation shall be given in the form of a cash allowance equal to the amount established by the Internal Revenue Service for the use of privately-owned vehicles. This allowance shall apply only to the use of privately-owned vehicles used on City business which has been authorized in advance by the City Manager.

52.2 Use of Private Vehicles

Employees who are required to utilize their automobiles for City business and who, pursuant to prior written authorization of their Department Head, are using their automobiles for transporting clients, shall be covered by insurance provided by the City in case of injury or liability to the client by virtue of the authorized employees' non-negligent operation of the vehicle.

SECTION 53: EMERGENCY APPOINTMENTS

To meet the requirements of an emergency condition which threatens life, property, or the general welfare of the City, the City Manager may employ such persons as may be needed without regard to the regulations as to appointments in these rules.

SECTION 54: EMPLOYEE DEVELOPMENT AND TRAINING POLICY PROGRAM

The City is committed to supporting employee development and training. To this end, the City will continue to provide ongoing training and development to employees in skills fundamental to successfully achieving the City's mission and that foster employee development and enhance employees' abilities for promotional advancement in the City.

SECTION 55: ASSIGNMENTS FOR TEMPORARILY DISABLED EMPLOYEES

55.1 Industrial Disability Modified Duty

The City may accommodate, when feasible, employees covered by this memorandum under the provisions of Workers' Compensation, and such work assignments are to incorporate the following provisions:

55.1.1 The assignment shall be consistent with medical limitations as determined by the physician of record.

55.1.2 The assignment shall be within the City of Berkeley and may include hours and days of work other than the employee's regular assignment.

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55.2 Non-Industrial Disability Modified Duty

The City may accommodate an employee disabled with a non-industrial disability by providing a modified work assignment in that employee's classification. To be eligible for such a modified assignment, the employee must provide the Human Resources Department with a medical statement from his or her treating physician that clearly states the medical limitations and abilities of the employee. If modification of that position does not serve the best interests of the City, other classifications may be considered, subject to the approval of the Human Resources Director. Compensation will be provided at the level of the classification in which the temporarily disabled employee works during the disability. The employee must meet standards of satisfactory performance for the duration of the work assignment.

55.2.1 Upon request to the Equal Employment Opportunity and Diversity Officer, a written statement of the specific reasons for not offering modified duty shall be made to the employee and/or the Union.

55.3 Modified Duty for Pregnancy-Related Disability

In the case of a medically certified pregnancy related disability, in which the normal duties clearly threaten the health and safety of the employee or the unborn child, the Human Resources Department will endeavor to place the employee in a position which best serves the interest of the City, with no loss of pay, but in no event will such placement exceed five (5) months in duration.

55.4 City Manager Authority on Modified Duty

Nothing herein shall require the City Manager to approve a modified work assignment nor shall give an employee the right to refuse an assignment which complies with medical restrictions. Such refusal may subject an employee to disciplinary action.

SECTION 56: HEALTH AND SAFETY**56.1 Safety Program**

The City and the Union will make every effort to maintain excellent health and safety standards. No employee shall be required to perform work with unsafe equipment or in situations which are injurious to his or her health or safety. To further these purposes, the City shall maintain an ongoing safety program which shall include a committee comprised of two (2) Union representatives and appropriate supervisory personnel. There shall be a coordinator designated by the City. The committee may meet monthly at the request of either the City or the Union. A different committee structure may be substituted by mutual agreement.

56.2 Safety Inspection Team

A safety inspection team may inspect work locations and equipment in regard to safety and health considerations. The safety inspection team shall consist of the Coordinator and two (2) members of the safety committee to be chosen by the Coordinator. The inspection team may make written recommendations for safety and health improvements, and the City shall give a written response within fifteen (15) working days or sooner, if possible, because of emergency conditions.

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56.3 Report on Substances

The inspection team may also investigate and report on all substances currently used by the City employees and all proposed for future use.

56.4 Tuberculosis Screening Tests

The City shall provide annually, on City time, free tuberculosis screening tests, at no cost to the employee, for all employees who, in the course of their work, are subject to health hazards which may cause tuberculosis.

56.5 Video Display Equipment

56.5.1 **Working Conditions:** The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments. These environments shall avoid excessive noise, crowding, contact with fumes, and other unhealthy conditions.

The City agrees wherever practical, to design the flow of work to avoid long, uninterrupted use of video display equipment by City employees.

56.5.2 **Pregnancies:** The City will accommodate requests for transfer from pregnant employees whose job duties require frequent exposures to video display equipment subject to the following:

56.5.2.1 such transfer will be limited to other positions which are vacant which the transferee is qualified to perform:

56.5.2.2 to voluntary trading of positions where both parties are competent to perform the new assignments:

56.5.2.3 to any position held by a temporary employee if the pregnant employee is qualified.

56.5.3 **Visual Screening and Education:** The City will develop a visual screening and education program effective 7/1/88 for employees who in the course of their employment operate VDT terminals more than half the time. This program will include visual screening at or near employment, a referral system for employees with possible VDT related vision problems, and a regular follow-up screening at approximately two (2) years.

56.5.4 **VDT Glasses:** The City shall provide glasses as medically required for operators of VDT.

SECTION 57: LEGAL REPRESENTATION

The City will provide legal representation to the extent required by law.

SECTION 58: CRIMES AGAINST EMPLOYEE

Any criminal acts committed against a City employee while engaged in his or her employment will be promptly investigated by the Police Department in a manner consistent with their service

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protocols. Reports of assault or other acts of criminal misconduct against a City employee will be promptly investigated.

ARTICLE 8 - RETIREMENT**SECTION 59: PUBLIC EMPLOYEES' RETIREMENT SYSTEM****59.1 Miscellaneous Designation**

The City shall continue participation under the Miscellaneous Employees Plan of the Public Employees' Retirement System.

59.2 "Classic Employees" Definition

Classic Employees are defined as current employees and future employees who do not qualify as "New members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA).

59.3 "New Members" Definition

New Members are as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), Government Code Section 7522.04(f).

59.4 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.

59.5 CalPERS Retirement Formula and Employer Paid Member Contribution for Classic Employees, i.e. current employees and future employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA)

Current employees and other employees who do not qualify as "New Members" under PEPRA shall continue to be entitled to the 2.7% at age 55-retirement formula, and the City shall continue the contribution of eight percent (8%) to CalPERS on behalf of the employee. Effective January 1, 1995 contributions made pursuant to this section have been reported to CalPERS as "special compensation" as provided in Government Code Section 20636(c)(4) pursuant to Section 20691. Said contributions shall not apply in the case of temporary or provisional employees.

The aforesaid contribution shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, or education incentive pay; nor shall such contribution be taken into account in determining the level of any other benefit which is a function of or percentage of salary. The City reserves the right to take said contribution into account for the purpose of salary comparisons with other employers.

The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service, Franchise Tax Board, or court of competent jurisdiction indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

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59.5.1 Classic Members' Pension Contribution: Effective November 6, 2016, employees will contribute eight percent (8.0%) toward the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allows such contributions via automatic payroll deduction on a pre-tax basis, in exchange for the City granting the salary increase set forth in Section 13.1.5 (CalPERS Salary Exchange) of this MOU. Such employee deductions by the City shall be used towards the City's CalPERS required contributions. The parties recognize that the Employer Paid Member Contributions (EPMC) shall remain in effect as long as the CalPERS amendment stays in effect.

59.6 New Members Payment of Employer Paid Member Contribution

New Members as defined by PEPRA who are hired by the City on or after January 1, 2013 shall pay 50% of the total normal cost required by PEPRA, as may be modified by statute. New Members shall receive any other additional optional CalPERS benefits that the City provides to Classic Employees as allowed by PEPRA.

59.6.1 New Members' Pension Contributions: Effective November 6, 2016, in addition to the contributions in Section 59.6, New Members will contribute eight percent (8.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allows such contributions as pre-tax via automatic payroll deduction, in exchange for the City granting the salary increase set forth in Section 13.1.5 (CalPERS Salary Exchange) of this MOU. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.

59.6.2 The parties recognize that the CalPERS 20516 amendment that allows employee contributions toward the employer rate is in addition to the required 50% of the normal cost of "New Members" benefits and made in consideration of additional salary increases in Section 13.1.5 (CalPERS Salary Exchange) above (a total of 5.86% salary increases in exchange for employees paying an additional eight percent (8%) towards CalPERS pension cost).

59.6.3 The additional 8% contribution referred to in section 59.6.1 will be reduced as follows:

- **FY2021-22: 3% (to be effective as soon as administratively possible following adoption of successor contract by the City Council, subject to CalPERS rules and regulations)**
- **FY2022-23: 4% effective July 1, 2022**
- **FY2023-24: 1% effective July 1, 2023**

There will be no change to the contribution by Classic members during the term of this contract.

This reduction in additional contribution shall not have any impact on the salary increases referenced in Section 59.6.2.

59.7 Conversion of Unused Sick Leave to Retirement Service Credit

The Conversion of Unused Sick Leave to Retirement Credit benefit (Section 20965) offered by CalPERS as an optional benefit to contracting agencies shall be made available to Unit members.

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59.8 CalPERS Optional Benefits

The City's Contract with CalPERS Includes the Following Optional Benefits:

- 59.8.1 **Classic Employees – One-Year Final Compensation:** Classic Employees, as defined in Section 59.2 shall be eligible to receive retirement allowance based on One-Year Final Compensation as provided in Section 20042 (July 9, 1978).
- 59.8.2 **New Members – Three Years Final Compensation:** Provided further that New Members as defined by PEPRA hired on or after January 1, 2013 shall be eligible to receive retirement allowance based on three (3) highest consecutive years of compensation under the plan as provided in the California Public Employee Pension Reform Act of 2013, or as subsequently amended.
- 59.8.3 **Post Retirement Survivor Allowance** as provided in Sections 21624, 21626 and 21628 (December 16, 1973).
- 59.8.4 **Post Retirement Survivor Allowance to Continue after Remarriage** as provided in Section 21635 (July 18, 1986).
- 59.8.5 **Credit for Unused Sick Leave** as provided in Section 20965 (June 26, 1988).
- 59.8.6 **1959 Survivor Benefits to Surviving Spouse at Age 60** as provided in Section 21580 (December 16, 1973).
- 59.8.7 **Third Level of 1959 Survivor Benefits** as provided in Section 21573 (November 28, 1996).
- 59.8.8 **Military Service Credit as Public Service** as provided in Section 21024 (April 9, 1999).
- 59.8.9 **Public Service Credit for Peace Corps or AmeriCorps/VISTA Service** as provided in Section 21023.5 (April 14, 2000).

59.9 CalPERS Discussion

The City and the Union agree to discuss, during the term of this 2018-2020 Memorandum of Understanding, 1) the CalPERS actuarial reports and assumptions used by CalPERS in the development of the PEPRA member contribution rate to better understand the impact of the PEPRA (New Members) Member Rate on employees represented by PEU Local 1 members; and 2) issues related to retention of PEU Local 1 New Members.

- 59.9.1 **Actuarial Request:** For the term of this agreement, in the next actuarial request, the City shall include the impact on the City of amending the PERS contributions. This will be in preparation for the next successor contract negotiations.

ARTICLE 9 - LAYOFF PROCEDURE

SECTION 60: LAYOFF

This layoff policy for the City of Berkeley is intended to provide the maximum employment protection to the City staff should a layoff become necessary. The policy also aims to minimize the impact such a layoff might have on the City's affirmative action accomplishments as identified in the revised AA Plan.

60.1 Announcement of Layoff

60.1.1 **Notification:** The City Council, City Manager, and Department Head shall make every reasonable effort to manage and budget the City's resources effectively and to plan for the delivery of City services in a manner which will avoid the necessity to lay off career City employees. If a reduction in the work force for more than thirty (30) calendar days is necessitated by, but not limited to, the following: a material change in duties and organization, adverse working conditions, return of employee from leave of absence, or shortage of work or funds, the City Manager shall notify the Director of Human Resources of the intended action and the reason for the layoff.

60.1.2 **Freezing of Vacancies:** Immediately following a decision which may involve the potential layoff of career City employees, the City Manager shall freeze all current City vacancies in the competitive service in similar and related classifications to those likely to be targeted for layoff, as well as all related full-time, benefitted, temporary positions which are expected to last six (6) months or more, and shall notify the Department Heads that such current and anticipated vacancies will be frozen until further notice in order to implement Section 60.6. In notifying Department Heads of a freeze required by this section, the City Manager shall require that requisitions continue to be submitted for any budgeted positions which the Department intends to fill and for which funding is available.

60.2 Seniority Service Date

60.2.1 All service in the employ of the City shall be counted toward the establishment of an employee's Seniority Service Date, including, for example, permanent, probationary, provisional, temporary (full-time and intermittent), seasonal, exempt employment, as well as leaves of absence for obligatory military service and approved parental leave while an employee with the City. Less than full-time service will be consolidated into equivalences of full-time service for the purpose of establishing the Seniority Service Date. Time off as a result of formal disciplinary action will be subtracted from the Seniority Service Date.

60.2.2 The Human Resources Department shall maintain up-to-date and current Seniority Service Dates for all City employees holding probationary and permanent appointments.

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60.3 Establishment of Seniority Lists

- 60.3.1 Whenever a layoff of one or more career employees becomes necessary, as defined above, such layoffs shall be made according to City-wide classification Seniority Lists. Upon receiving notification that the City Manager must proceed with a possible reduction in the work force, and following receipt of information concerning the specific positions, programs, and departments involved, the Human Resources Department will immediately establish separate Probationary and Permanent Seniority Lists for each classification targeted for layoff.
- 60.3.2 The names of all City employees holding permanent and probationary appointments in a given classification will be placed on the appropriate list in descending order by Seniority Service Date. Employees on both lists shall be laid off on the basis of their Seniority Service Date, i.e., employees with the least amount of total service shall be laid off first. All emergency, temporary and provisional employees working in classifications similar to those identified for layoff must be terminated prior to the layoff of probationary or permanent employees. Employees on the Probationary Seniority List for a specific classification will be laid off prior to employees on the Permanent Seniority List for that class.
- 60.3.3 Probationary or permanent employees temporarily acting out of classification and holding a provisional appointment in another classification will be listed only on a Seniority List for the class in which they hold permanent or probationary status and which is targeted for layoff.
- 60.3.4 If two (2) or more employees on a Seniority List have an identical Seniority Service Date, the tie shall be broken in the following order:
- 60.3.4.1 Time in classification - the employees having least time in the class shall be released first;
- 60.3.4.2 By lot.

60.4 Employee Retreat Rights/Out Placement

- 60.4.1 Before an employee with permanent or probationary status may be released from employment with the City of Berkeley, the Human Resources Department must consider the employee's right to retreat to lower level classifications through which he or she was originally promoted, or any subsequently created intermediate level career classification which provides normal progression through the classification series. Retreat rights shall also extend to employees who have not previously been promoted through a classification but for whom the classification is a natural progression or beginning in the classification series. Single position classifications, such as division heads, are not considered part of a classification series as specified by this Section.

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In addition to providing the employee with the appropriate retreat offer, when it is determined to be in the best interest of the service, the City Manager may authorize the Human Resources Department to offer the affected employee the option of out placement. The out placement offer would provide a designated amount of funds to be paid to the employee for use by the employee for career development. The employee could either accept the retreat offer (offer to bump another employee) or accept the out placement offer. If the employee accepts the out placement offer, the employee forfeits his or her rights under the layoff policy and will be laid off without rights to reinstatement.

60.4.2 In the process of retreating, the same rules concerning the length of service, classification, Seniority Lists, etc., apply as in the first stage of the layoff process. In order to retreat, the targeted employee must be higher on the Seniority List for the classification into which he or she is retreating than at least one of the incumbents on the probationary or permanent Seniority List for that class.

60.4.3 If an employee is qualified for retreat into more than one classification with comparable salary ranges, or if a vacancy exists in a classification to which an employee is entitled to retreat, the options shall be discussed with the employee and due consideration shall be given to the employee's preferences. However, it is the prerogative of the City Manager to determine the final placement offer to the employee.

60.4.4 The retreating employee has a right to be retained in the highest salary range possible which is equal to or less than his or her present salary range. An employee involved in layoff does not have a right of mandatory placement in positions with a higher salary range, i.e., promotion.

60.4.5 An employee who is transferred in lieu of layoff when his or her position has been abolished because of reductions in force shall have automatic return rights to the previous position, if it is restored within one (1) year of the date of the transfer.

60.5 Employee Notification

60.5.1 Emergency, temporary, intermittent, seasonal, etc., employees shall be notified individually, in writing, of pending layoff as soon as possible but no definite time period is required. However, at least two (2) weeks notification is desirable if possible.

60.5.2 Provisional employees shall be notified individually, in writing, of pending layoff as soon as possible, with no less than fifteen (15) calendar days notification if targeted for release or reassignment.

60.5.3 Permanent, probationary, and career-exempt employees shall be notified individually, in writing, of pending layoffs as soon as possible, with no less than thirty (30) calendar days notification if targeted for release or reassignment. Notice to an employee absent from work for any reason shall be sent by U.S. Mail, return receipt requested.

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If an employee fails to accept a bona fide offer of reassignment and/or within fifteen (15) calendar days after the offer has been made, he or she forfeits further right to employment retention. Acceptance of a reassignment does not remove the right of appeal under Sub-section 61.10 of this Section.

Together with any layoff notices sent to the Union, a list shall be included of all vacancies which are authorized for filling.

60.6 Flexible Placement Program

- 60.6.1 In order to minimize the negative impact of a layoff, the City Manager will, as previously stated in sub-section 60.1 of this Section impose a City-wide freeze on all appropriate vacancies as soon as it has been determined that a layoff of career City employees may be necessary.
- 60.6.2 Following the release of all emergency, temporary, and provisional employees in classes similar to those targeted for layoff, and as soon as employees targeted for layoff have been identified and the provisions under sub-section 60.1 of this Section have been carried out, the Human Resources Department will review and identify the frozen vacant classifications into which employees ultimately targeted for layoff may be placed on the basis of total experience and education. In making this decision, the substitution of related experience and education may be made, with an understanding on the part of management and supervisory personnel that adequate on-the-job training which can be completed within no more than six (6) months will be provided to facilitate job adjustment.
- 60.6.3 Assignments under the Flexible Placement Program shall be limited to positions in the same or lesser salary range as the classification from which the employee is to be laid off.
- 60.6.4 To be considered for flexible placement, an employee must submit an updated City of Berkeley job application form to the Human Resources Department; a resume and / or other related materials may also be submitted together with this application form. For this information to be considered in determining the individual's eligibility and qualifications under the Flexible Placement Program, all such materials must be submitted no later than ten (10) days after his or her receipt of layoff notice. In any exceptional circumstances, the Director of Human Resources may waive this time requirement.

The submitted materials must clearly, accurately and thoroughly reflect all education and experience which the employee wishes to have considered in determining his or her eligibility and qualifications for flexible placement. The City shall accept this information as representing the employee's total education and experience in relation to flexible placement considerations; therefore, in making flexible placement decisions, the City shall not be obligated to consider any experience or education which is not clearly indicated in this application form.

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The City may require verification(s) of the information submitted and / or, when experience to be considered is unrelated to that which the employee has performed for the City, may check references.

- 60.6.5 Offers to positions under the Flexible Placement Program shall be made according to Seniority Service Date and in accordance with the Probationary and Permanent Seniority List certification process outlined in Sub-section 60.3 of this Section and in accordance with the following procedures:
- 60.6.5.1 Full-time vacancies authorized to be filled shall be listed in order from highest to lowest based on the actual maximum salary.
 - 60.6.5.2 Part-time vacancies authorized to be filled shall be included in the above list in order based on the actual monthly maximum salary for the hours involved.
 - 60.6.5.3 The individual with the earliest Seniority Service Date (SSD) targeted for layoff will be considered for flexible placement in the top position on the above list.
 - 60.6.5.4 If it is determined that the person with the earliest SSD is eligible and qualified for flexible placement in the top position on the list, the Human Resources Department shall recommend to the City Manager that the employee be offered the position. If the City Manager approves the recommendations, the employee shall be offered the position.
 - 60.6.5.5 If the City Manager and / or Human Resources Director determines that the employee is not eligible or not qualified for the top position, the Human Resources Director shall proceed down the list of vacancies in an effort to identify the next highest position for which the employee is eligible and qualified for flexible placement. Upon identification of such a match, the Human Resources Director shall recommend to the City Manager that the employee be offered the position.
 - 60.6.5.6 The above process shall be repeated until either a match is identified or the list of vacancies has been exhausted.
 - 60.6.5.7 The above process shall be repeated next for the employee with the second highest SSD, and, subsequently in order from earliest to most recent SSD for each other employee targeted for layoff.
- 60.6.6 All offers and placements made under this provision of the layoff policy shall be documented in detail, with records available for audit and review at all times. Upon request, a written statement of the reasons for not offering an employee a particular position shall be made to the employee and / or the Union.

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- 60.6.7 If an employee fails to accept a bona fide written offer of an alternative job within fifteen (15) calendar days after the offer has been made, he or she forfeits further rights to employment retention. Acceptance of an alternative job under the Flexible Placement Program in no way jeopardizes an employee's standing on the Reemployment Priority Lists on which his or her name has been placed.

A training program shall be developed with the employee, the supervisor, and the Training Officer. The employee shall be advised of his or her progress after two months, four months and six months in the new classification. If at the end of this time the employee is unable to adequately perform the assignment, then the employee shall be again subject to the layoff process.

60.7 Reemployment Lists

- 60.7.1 The names of all probationary and permanent employees released from positions in the competitive service as a result of layoff or retreat must be placed on Reemployment Priority Lists for those classifications from which they were separated, as well as all other classifications to which they have retreat rights in accordance with Section 60.4.
- 60.7.2 A Reemployment Priority List shall remain in effect for three (3) years. Said list shall remain in effect indefinitely for employees who are retreated or flexibly placed and remain employed with the City.
- 60.7.3 Departments with permanent vacancies in any classification for which there is an active Reemployment Priority List must use the Reemployment Priority List to fill their positions and may not use any other recruitment or appointment method to fill a vacancy until appropriate Reemployment Lists have been exhausted.
- 60.7.4 When a permanent vacancy occurs in a class for which there is a Reemployment Priority List, the employee on the appropriate Reemployment Priority List with the highest Seniority Date shall be given the offer of employment with a copy sent to the Department Head. Employees so certified from the Reemployment Priority List must be appointed to the existing vacancy.
- 60.7.5 If a former employee fails to accept a bona fide written offer of reemployment within fifteen (15) calendar days, his or her name will be removed permanently from the Reemployment Priority List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest salary range for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Priority Lists. However, the employee may decline (or accept) reemployment to lower salary range classifications without jeopardizing his or her standing on the Reemployment Priority List for the classification from which he or she was originally terminated.
- 60.7.6 Upon reappointment to the classification from which the employee was originally separated or demoted, the employee has the right to be placed at the step of the salary range which the employee held at the time of layoff or demotion.

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60.8 Reinstatement List

60.8.1 Any former employee on a reemployment list shall be included on the reinstatement list for a specific class at or below the class from which he or she was laid off whenever he or she both:

60.8.1.1 meets minimum qualifications of the specific class and

60.8.1.2 has requested reinstatement in that class.

Such individuals shall be included on the eligibility list certified for a specific position and identified as eligible based on this provision.

60.8.2 In order to permit reinstatement in another specific class of an individual who is on a mandatory reemployment list, minimum qualifications may be waived and On-the-Job Training (OJT) may be provided as specified under the Flexible Placement Program.

Such individuals shall be included on the eligibility list certified for a specific position and identified as eligible based on this provision.

60.8.3 Consideration for 60.8.1.1 and/or 60.8.1.2 would be based on a written request from an employee for reinstatement in that specific class; such request must include an updated City of Berkeley job application form described in 61.6.4.

60.9 Career-Exempt Employees

Only those employees holding full-time, benefitted exempt positions who, in the past, have achieved permanent status and have been continuously employed without a break in service between their career and exempt appointment, have the right to retreat to previously held career classifications, placement on the Reemployment Priority Lists, and all other provisions governing layoff procedures. For the purpose of layoff, such employees shall be referred to as "career-exempt".

60.10 Appeal Procedures

Any permanent, probationary, or career-exempt employee who is laid off, demoted, or reassigned as a result of layoff, who believes that the layoff procedure has been administered in violation of the terms of this Memorandum of Understanding, as it pertains to the employee's case, may appeal the action under Section 50. In addition, employees are entitled to review all records, including Seniority Lists, Reemployment Priority Lists, documentation pertaining to appointments under the Flexible Placement Program, etc., which pertain to their classification and their rights under the provisions of the layoff policy.

60.11 Reclassification or Reallocation of Positions

Reclassification or reallocation of positions shall not be used as a mechanism, the sole purpose of which is to improperly circumvent the provisions of this Understanding, including provisions relating to layoff, transfer, demotion or promotion.

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60.12 Disputes on Reemployment Priority Lists

In the event of a dispute between the Union and the City over the application of the Reemployment Priority Lists and if either party so requests, the City Manager's Office shall order an audit by an outside auditor of all vacant positions filled in each department, and authorized positions which have not been filled, to determine whether the vacancies occurred in classifications for which Reemployment Priority Lists were in existence, and, if so, whether the appointments made by the selecting official were in accordance with the procedures outlined in Section 60.7. In the event vacancies for which Reemployment Priority Lists were in existence remained unfilled, the auditor shall offer an opinion as to whether or not the reasons for leaving the positions vacant appear to be legitimate. A report of the audit must be transmitted to the City Manager, the City Council and the Union.

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SIGNATURE PAGE

Employee Representatives
Public Employees Union Local One

Employer Representatives
City of Berkeley



08/26/2021

Jeff Apkarian, Business Agent
Chief Negotiator Date

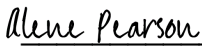
DocuSigned by:



8/25/2021

Dee Williams-Ridley
City Manager Date

DocuSigned by:



8/25/2021

Alene Pearson, President
Negotiations Team Member Date

DocuSigned by:



9/2/2021

Burke Dunphy
Chief Negotiator Date

DocuSigned by:



8/25/2021

Sarah Moore
Negotiations Team Member Date

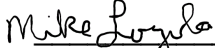
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8/25/2021

Mark Numainville
City Clerk Date

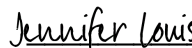
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8/25/2021

Michael Loyola
Negotiations Team Member Date

DocuSigned by:



8/25/2021

Capt. Jennifer Louis
Berkeley Police Department Date

DocuSigned by:



8/30/2021

Shannon Allen
Negotiations Team Member Date

DocuSigned by:



8/26/2021

Alicia Platt
Senior Human Resources Analyst Date

DocuSigned by:



8/25/2021

Wendy Wellbrock
Negotiations Team Member Date

DocuSigned by:



8/25/2021

Velma Wallace
Human Resources Technician Date

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Exhibit A- Salary Ranges as of August 8, 2021 - (3% Cost of Living Adjustment)

JOB CODE	REP UNIT	CLASSIFICATION TITLE	FLSA	AL OT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
13500	M	Accounting Manager	E	AL	60.8275	63.8605	67.0582	70.4107	73.9278	
14630	M	Administrative & Fiscal Services Manager	E	AL	53.9377	56.6390	59.4710	62.4482	65.5706	68.7872
13170	M	Animal Services Manager	E	AL	60.4386	63.3413	66.4151	69.6773	73.0296	
14590	P1	Assistant Building and Safety Manager	E	AL	61.6145	64.8529	68.2658	71.8603	75.6431	
22060	P1	Assistant Civil Engineer (Reg)	E	AL	53.2666	55.7564	58.5331	61.3823	64.4197	
14720	M	Assistant Manager of Mental Health Services	E	AL	58.2299	61.1465	64.2069	67.4176	70.7910	
22070	P1	Assistant Public Works Engineer	E	OT	50.9570	53.2666	55.7564	58.5331	61.3823	
20010	P1	Assistant Traffic Engineer	E	AL	51.5510	53.8868	56.4499	59.2558	62.1323	
22050	P1	Associate Civil Engineer	E	AL	58.6682	61.5530	64.4823	67.5382	70.8906	
22030	P1	Associate Traffic Engineer	E	AL	58.6682	61.5530	64.4823	67.5382	70.8906	
22020	P1	Associate Utility Engineer	E	AL	58.6682	61.5530	64.4823	67.5382	70.8906	
13060	M	Building and Safety Manager	E	AL	74.4209	78.7081	83.4521	88.0896	93.1905	
22300	P1	Building Plans Engineer	E	AL	54.2791	57.1338	60.1418	63.3104	66.6397	
14200	M	Camp Manager	E	AL	36.0228	37.8252	39.7096	41.7013	43.7834	
37040	P1	Chief of Party	N	OT	46.7936	49.0146	51.3650	53.8883	56.3943	
14690	M	Circulation Services Manager	E	AL	50.8966	53.2612	55.7920	58.4663	61.3145	
28370	P1	Civic Arts Coordinator	E	OT	46.3658	48.5728	50.9650	53.4612	56.0336	
14270	P1	Code Enforcement Supervisor	E	AL	49.2496	51.6582	54.1834	56.7988	59.4769	
14160	M	Communications Manager	E	AL	53.0314	55.8164	58.7568	61.8529	65.1044	
28140	P1	Community Services Specialist III	E	AL	51.7120	54.1834	56.8526	59.6385	62.5235	
28050	P1	Contract Administrator	E	AL	45.6012	48.2887	51.1404	54.1561	57.2670	
28530	P1	Crime Analyst	N	OT	46.5172	47.7181	50.1012	52.6092	55.2363	
14550	P1	Crime Scene Supervisor	E	OT	46.3915	48.4499	50.8762	53.4103	56.0890	
13150	M	Customer Service Manager	E	AL	56.7449	59.5216	62.3258	65.3456	68.4817	
26160	P1	Database Administrator	E	AL	52.2350	54.9843	57.8786	60.9241	64.1336	
37020	P2	Drafting Technician	N	OT	36.3529	38.0605	39.7772	41.6465	43.6864	
29230	M	Economic Development Project Coordinator	E	AL	56.7449	59.5216	62.3258	65.3545	68.4817	
24160	P1	Emergency Medical Services Advisor	E	AL	50.4060	52.2550	54.8647	57.6127	60.4905	
28280	P1	Employment Programs Administrator	E	AL	51.1058	53.5340	56.1784	58.9348	61.7695	
14260	M	Energy Program Manager	E	AL	56.5832	59.4127	62.3835	65.5029	68.7791	
37030	P2	Engineering Inspector	N	OT	43.7606	45.7740	48.0638	50.2933	52.6699	
24570	P1	Environmental Health Supervisor	E	AL	51.3130	53.2741	55.3121	57.4268	59.6254	
13480	M	Equipment Superintendent	E	AL	58.5691	61.4090	64.3568	67.5382	70.7646	
13440	M	Facilities Maintenance Superintendent	E	AL	58.5691	61.4090	64.3568	67.5382	70.7646	
13210	M	General Services Manager	E	AL	57.9669	60.8609	63.9523	67.1789	70.6030	
65210	P1	Harbormaster	E	OT	0.0000	0.0000	45.9457	47.7042	49.6728	
13770	M	Hazardous Materials Manager	E	AL	61.8730	64.9061	67.9652	71.2750	74.6622	
16090	P1	Health Nutrition Program Coordinator	N	OT	45.8792	47.6857	49.5462	51.4514	53.5182	
24470	P1	Health Planning, Education and Promotion	E	OT	47.4282	49.2702	51.3469	53.4635	55.6816	

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JOB CODE	REP UNIT	CLASSIFICATION TITLE	FLSA	AL OT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
24730	P1	Health Services Program Specialist	E	OT	43.7135	45.4122	47.1734	49.0158	50.9570	
16100	P1	Health Services Supervisor	E	AL	57.0954	59.3063	61.7597	64.3657	66.9811	
23120	P1	Hearing Examiner	E	AL	55.3248	58.9104	62.0202	64.7794	68.7424	
14110	M	Home Energy Administrator	E	AL	48.0693	50.1802	52.4315	54.6832	57.0829	
28980	P1	Homeless Services Coordinator	E	AL	51.3206	53.7801	56.4212	59.1939	62.0539	
14580	P1	Housing Inspector Supervisor	E	AL	49.2496	51.6582	54.1834	56.7988	59.4769	
22080	P1	Junior Public Works Engineer	E	OT	42.9134	44.8907	47.0388	49.2946	51.6941	
13540	M	Land Use Planning Manager	E	AL	72.9036	76.5345	80.3719	84.3801	87.0764	
14640	M	Library Information Systems Administrator	E	AL	53.2676	58.6219	61.5760	64.6798	68.0032	
14680	M	Library Services Manager	E	AL	53.6533	56.2144	58.9554	61.6338	64.6537	
13290	M	Manager of Aging Services	E	AL	60.7209	63.2926	66.4591	69.7824	73.2703	
13730	M	Manager of Economic Development	E	AL	65.4175	68.7068	72.1396	75.6986	79.5541	
13100	M	Manager of Engineering	E	AL	74.4136	78.7093	83.2569	88.0827	93.1878	
13680	M	Manager of Environmental Health	E	AL	60.7259	63.6737	66.6936	69.9378	73.2723	
13520	M	Manager of Housing and Community Services	E	AL	63.4502	66.6397	69.9687	73.4236	77.1646	
13390	M	Manager of Mental Health Services	E	AL	68.3381	71.5917	75.0695	78.7541	82.5826	
13670	M	Manager of Public Health Services	E	AL	63.8940	67.2611	70.8035	74.5337	78.4578	
13640	M	Manager, Family Health and Nursing Services	E	AL	65.1340	68.3930	71.8073	75.3995	79.1696	
14220	P1	Mental Health Clinical Supervisor	E	AL	49.0871	51.6723	54.3953	57.2562	60.2697	
14210	P1	Mental Health Program Supervisor	E	AL	53.7846	56.2476	58.9089	61.5618	64.3533	
14280	M	Parking Enforcement Manager	E	AL	46.6434	48.7652	51.3336	54.0345	56.8824	
13270	M	Parking Services Manager	E	AL	53.5634	56.1876	58.8838	61.6696	64.6537	
13320	M	Parks Superintendent	E	AL	58.5691	61.4090	64.3568	67.5382	70.7646	
13710	P1	Permit Center Coordinator	E	AL	58.1806	61.0491	63.9733	67.0794	70.2548	
14560	P1	Principal Planner	E	AL	0.0000	62.1149	64.9581	67.8010	70.8515	
13590	P1	Public Health Program Physician-Deputy Health Officer	E	AL	87.4429	91.8418	96.3783	101.183 2	106.221 1	
13220	M	Public Safety Business Manager	E	AL	59.2611	62.0921	65.1657	68.3743	71.6455	
13120	M	Public Works Maintenance Superintendent	E	AL	58.5691	61.4090	64.3568	67.5382	70.7646	
13650	M	Public Works Operations Manager	E	AL	62.6013	65.8991	69.3672	73.0181	76.8582	
14750	M	Real Property Administrator	E	AL	58.5691	61.4090	64.3568	67.5382	70.7646	
13510	M	Records Manager	E	AL	49.9863	52.3590	54.9653	57.6704	60.4204	
13330	M	Recreation and Youth Services Manager	E	AL	60.4386	63.0809	66.2352	69.5425	73.0296	
13340	P1	Recreation Program Supervisor	E	AL	41.9729	44.0734	46.2759	48.5959	51.0258	
28900	M	Recycling Program Manager	E	AL	53.2846	55.8821	58.5064	61.3823	64.3298	
14740	M	Resilient Buildings Program Manager	E	AL	61.4894	64.7069	68.1322	71.7182	75.4926	
13530	M	Revenue Collection Manager	E	AL	56.7449	59.5216	62.3258	65.3456	68.4817	
21350	M	Revenue Development Supervisor	E	AL	50.1264	52.5062	55.0957	57.7828	60.5885	
21190	P1	Senior Accountant	E	AL	50.1930	52.6105	55.1901	57.9040	60.6723	
21200	P1	Senior Auditor	E	AL	50.1211	52.5029	55.0912	57.7872	60.5822	
13350	P1	Senior Building Maintenance Supervisor	E	OT	45.7085	47.8742	50.2291	52.5657	55.0463	

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22010	P1	Senior Building Plans Engineer	E	AL	66.3072	69.6410	73.1103	76.7680	80.0845	
28010	P1	Senior Buyer	N	OT	42.0870	44.0821	46.1130	48.3513	50.5704	
14150	M	Senior Citizen Center Director	E	OT	41.9197	43.7776	45.5836	47.4073	49.8355	
28340	P1	Senior Community Development Project Coordinator	E	AL	56.7449	59.5216	62.3258	65.3545	68.4817	
37130	P2	Senior Drafting Technician	N	OT	39.8806	41.7211	43.6569	45.6700	47.8996	
14050	P1	Senior Electrical Supervisor	E	AL	0.0000	0.0000	58.4078	61.0520	64.0595	
14530	P1	Senior Equipment Supervisor	E	AL	47.7307	50.0043	52.4850	55.0370	57.7065	
14070	P1	Senior Forestry Supervisor	E	OT	50.8379	53.2400	55.8670	58.4595	61.2164	
24680	P1	Senior Health Services Program Specialist	E	AL	49.8607	51.7480	53.7610	56.0170	58.1647	
23130	P1	Senior Hearing Examiner	E	AL	63.0193	67.1455	70.6430	73.8075	78.3391	
14080	P1	Senior Landscape Gardener Supervisor	E	OT	50.8379	53.2400	55.8670	58.4595	61.2164	
28110	P1	Senior Management Analyst	E	AL	51.7120	54.1834	56.8526	59.6385	62.5235	
14060	P1	Senior Public Works Supervisor	E	OT	45.7085	47.8742	50.2291	52.5657	55.0463	
14540	P1	Senior Solid Waste Supervisor	E	OT	46.1401	48.3239	50.7053	53.0602	55.5581	
14600	P1	Senior Systems Analyst	E	AL	56.2865	59.0905	62.0831	65.2196	68.5630	
14500	M	Seniors Nutrition Program Supervisor	N	OT	43.5786	45.6635	47.7848	50.0676	52.5926	
13140	M	Solid Waste and Recycling Manager	E	AL	68.3381	71.5917	75.0695	78.7541	82.5826	
65200	P1	Solid Waste Supervisor	E	OT	0.0000	0.0000	45.0827	46.7848	48.7208	
13300	P1	Supervising Building Inspector	E	AL	57.4908	60.3397	63.5931	66.2890	69.4797	
14040	M	Supervising Civil Engineer	E	AL	66.4958	69.7040	73.0745	76.6064	80.2910	
12220	M	Supervising Hearing Examiner	E	AL	68.1597	71.6479	75.2769	79.0704	83.0679	
24550	P1	Supervising Public Health Nurse	E	AL	62.7282	65.2259	67.9221	70.7221	73.6514	
14760	M	Supervising Systems Analyst	E	AL	67.1789	70.4770	73.8473	77.4870	81.1989	
13400	M	Supervising Traffic Engineer	E	AL	66.9989	70.4143	74.0091	77.7836	81.8007	
37110	P2	Survey Technician	N	OT	38.2126	39.9927	41.8249	43.7949	45.9380	
21210	P1	Systems Accountant	E	AL	56.2865	59.0905	62.0831	65.2196	68.5630	
30010	P1	Traffic Engineering Assistant	N	OT	0.0000	0.0000	38.8693	40.7654	42.6259	
13410	M	Transportation Manager	E	AL	72.3454	75.9587	79.7601	83.7420	87.9351	
14670	M	Transportation Services Coordinator	E	AL	40.6996	42.7400	44.8742	47.1210	49.4742	
14620	M	Treasury Manager	E	AL	60.8295	63.8625	67.0594	70.4075	73.9324	
13690	M	Waterfront Manager	E	AL	58.5691	61.4090	64.3568	67.5382	70.7646	
14700	P1	Waterfront Supervisor	E	AL	47.3356	49.8326	52.4558	55.2177	58.1244	
28870	P1	Watershed Resources Specialist	E	AL	41.9179	44.1453	46.2131	48.5177	50.9475	

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Exhibit B - Salary Ranges as of July, 2022 - (3% Cost of Living Adjustment)

JOB CODE	REP UNIT	CLASSIFICATION TITLE	FLSA	AL OT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
13500	M	Accounting Manager	E	AL	62.6523	65.7763	69.0699	72.5230	76.1457	
14630	M	Administrative & Fiscal Services Manager	E	AL	55.5558	58.3381	61.2551	64.3216	67.5377	70.8508
13170	M	Animal Services Manager	E	AL	62.2518	65.2415	68.4076	71.7677	75.2205	
14590	P1	Assistant Building and Safety Manager	E	AL	63.4629	66.7985	70.3138	74.0161	77.9124	
22060	P1	Assistant Civil Engineer (Reg)	E	AL	54.8645	57.4291	60.2891	63.2238	66.3523	
14720	M	Assistant Manager of Mental Health Services	E	AL	59.9768	62.9809	66.1331	69.4401	72.9147	
22070	P1	Assistant Public Works Engineer	E	OT	52.4857	54.8645	57.4291	60.2891	63.2238	
20010	P1	Assistant Traffic Engineer	E	AL	53.0975	55.5034	58.1434	61.0335	63.9962	
22050	P1	Associate Civil Engineer	E	AL	60.4282	63.3996	66.4168	69.5644	73.0173	
22030	P1	Associate Traffic Engineer	E	AL	60.4282	63.3996	66.4168	69.5644	73.0173	
22020	P1	Associate Utility Engineer	E	AL	60.4282	63.3996	66.4168	69.5644	73.0173	
13060	M	Building and Safety Manager	E	AL	76.6535	81.0693	85.9557	90.7323	95.9862	
22300	P1	Building Plans Engineer	E	AL	55.9075	58.8478	61.9461	65.2097	68.6389	
14200	M	Camp Manager	E	AL	37.1035	38.9600	40.9009	42.9523	45.0969	
37040	P1	Chief of Party	N	OT	48.1974	50.4850	52.9059	55.5049	58.0861	
14690	M	Circulation Services Manager	E	AL	52.4235	54.8590	57.4658	60.2203	63.1539	
28370	P1	Civic Arts Coordinator	E	OT	47.7567	50.0300	52.4940	55.0651	57.7147	
14270	P1	Code Enforcement Supervisor	E	AL	50.7270	53.2080	55.8089	58.5028	61.2612	
14160	M	Communications Manager	E	AL	54.6223	57.4909	60.5195	63.7085	67.0576	
28140	P1	Community Services Specialist III	E	AL	53.2633	55.8089	58.5582	61.4277	64.3992	
28050	P1	Contract Administrator	E	AL	46.9692	49.7373	52.6746	55.7807	58.9850	
28530	P1	Crime Analyst	N	OT	47.9127	49.1497	51.6042	54.1875	56.8934	
14550	P1	Crime Scene Supervisor	E	OT	47.7833	49.9034	52.4025	55.0127	57.7716	
13150	M	Customer Service Manager	E	AL	58.4472	61.3073	64.1956	67.3059	70.5362	
26160	P1	Database Administrator	E	AL	53.8021	56.6338	59.6149	62.7518	66.0576	
37020	P2	Drafting Technician	N	OT	37.4435	39.2023	40.9705	42.8959	44.9970	
29230	M	Economic Development Project Coordinator	E	AL	58.4472	61.3073	64.1956	67.3152	70.5362	
24160	P1	Emergency Medical Services Advisor	E	AL	51.9182	53.8226	56.5106	59.3411	62.3052	
28280	P1	Employment Programs Administrator	E	AL	52.6390	55.1401	57.8637	60.7029	63.6226	
14260	M	Energy Program Manager	E	AL	58.2806	61.1950	64.2550	67.4679	70.8424	
37030	P2	Engineering Inspector	N	OT	45.0734	47.1472	49.5057	51.8020	54.2500	
24570	P1	Environmental Health Supervisor	E	AL	52.8523	54.8723	56.9715	59.1496	61.4141	
13480	M	Equipment Superintendent	E	AL	60.3262	63.2513	66.2875	69.5644	72.8875	
13440	M	Facilities Maintenance Superintendent	E	AL	60.3262	63.2513	66.2875	69.5644	72.8875	
13210	M	General Services Manager	E	AL	59.7059	62.6868	65.8709	69.1942	72.7211	
65210	P1	Harbormaster	E	OT	0.0000	0.0000	47.3241	49.1354	51.1630	
13770	M	Hazardous Materials Manager	E	AL	63.7292	66.8533	70.0041	73.4132	76.9021	
16090	P1	Health Nutrition Program Coordinator	N	OT	47.2556	49.1163	51.0326	52.9949	55.1237	
24470	P1	Health Planning, Education and Promotion	E	OT	48.8511	50.7483	52.8874	55.0674	57.3520	
24730	P1	Health Services Program Specialist	E	OT	45.0249	46.7746	48.5886	50.4863	52.4857	

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16100	P1	Health Services Supervisor	E	AL	58.8082	61.0855	63.6125	66.2967	68.9905	
23120	P1	Hearing Examiner	E	AL	56.9845	60.6778	63.8808	66.7228	70.8047	
14110	M	Home Energy Administrator	E	AL	49.5114	51.6856	54.0045	56.3237	58.7954	
28980	P1	Homeless Services Coordinator	E	AL	52.8602	55.3935	58.1139	60.9697	63.9155	
14580	P1	Housing Inspector Supervisor	E	AL	50.7270	53.2080	55.8089	58.5028	61.2612	
22080	P1	Junior Public Works Engineer	E	OT	44.2008	46.2374	48.4499	50.7734	53.2449	
13540	M	Land Use Planning Manager	E	AL	75.0907	78.8305	82.7831	86.9115	89.6887	
14640	M	Library Information Systems Administrator	E	AL	54.8656	60.3806	63.4233	66.6202	70.0433	
14680	M	Library Services Manager	E	AL	55.2629	57.9008	60.7241	63.4828	66.5933	
13290	M	Manager of Aging Services	E	AL	62.5425	65.1914	68.4529	71.8759	75.4684	
13730	M	Manager of Economic Development	E	AL	67.3800	70.7680	74.3037	77.9696	81.9407	
13100	M	Manager of Engineering	E	AL	76.6460	81.0706	85.7546	90.7252	95.9834	
13680	M	Manager of Environmental Health	E	AL	62.5477	65.5839	68.6944	72.0360	75.4705	
13520	M	Manager of Housing and Community Services	E	AL	65.3537	68.6389	72.0678	75.6263	79.4796	
13390	M	Manager of Mental Health Services	E	AL	70.3883	73.7394	77.3216	81.1167	85.0601	
13670	M	Manager of Public Health Services	E	AL	65.8108	69.2789	72.9276	76.7697	80.8115	
13640	M	Manager, Family Health and Nursing Services	E	AL	67.0880	70.4448	73.9615	77.6615	81.5447	
14220	P1	Mental Health Clinical Supervisor	E	AL	50.5597	53.2225	56.0272	58.9738	62.0778	
14210	P1	Mental Health Program Supervisor	E	AL	55.3982	57.9350	60.6762	63.4086	66.2839	
14280	M	Parking Enforcement Manager	E	AL	48.0428	50.2282	52.8736	55.6556	58.5888	
13270	M	Parking Services Manager	E	AL	55.1703	57.8733	60.6503	63.5197	66.5933	
13320	M	Parks Superintendent	E	AL	60.3262	63.2513	66.2875	69.5644	72.8875	
13710	P1	Permit Center Coordinator	E	AL	59.9260	62.8806	65.8925	69.0917	72.3624	
14560	P1	Principal Planner	E	AL	0.0000	63.9783	66.9068	69.8350	72.9771	
13590	P1	Public Health Program Physician-Deputy Health Officer	E	AL	90.0662	94.5971	99.2697	104.2187	109.4078	
13220	M	Public Safety Business Manager	E	AL	61.0389	63.9549	67.1207	70.4255	73.7948	
13120	M	Public Works Maintenance Superintendent	E	AL	60.3262	63.2513	66.2875	69.5644	72.8875	
13650	M	Public Works Operations Manager	E	AL	64.4794	67.8761	71.4482	75.2087	79.1639	
14750	M	Real Property Administrator	E	AL	60.3262	63.2513	66.2875	69.5644	72.8875	
13510	M	Records Manager	E	AL	51.4859	53.9298	56.6143	59.4005	62.2330	
13330	M	Recreation and Youth Services Manager	E	AL	62.2518	64.9733	68.2222	71.6288	75.2205	
13340	P1	Recreation Program Supervisor	E	AL	43.2321	45.3956	47.6642	50.0538	52.5566	
28900	M	Recycling Program Manager	E	AL	54.8831	57.5586	60.2616	63.2238	66.2597	
14740	M	Resilient Buildings Program Manager	E	AL	63.3340	66.6481	70.1762	73.8697	77.7574	
13530	M	Revenue Collection Manager	E	AL	58.4472	61.3073	64.1956	67.3059	70.5362	
21350	M	Revenue Development Supervisor	E	AL	51.6302	54.0814	56.7486	59.5163	62.4062	
21190	P1	Senior Accountant	E	AL	51.6988	54.1889	56.8458	59.6411	62.4924	
21200	P1	Senior Auditor	E	AL	51.6248	54.0780	56.7439	59.5208	62.3997	
13350	P1	Senior Building Maintenance Supervisor	E	OT	47.0798	49.3104	51.7360	54.1427	56.6977	
22010	P1	Senior Building Plans Engineer	E	AL	68.2964	71.7302	75.3036	79.0710	82.4870	
28010	P1	Senior Buyer	N	OT	43.3496	45.4046	47.4964	49.8018	52.0875	

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14150	M	Senior Citizen Center Director	E	OT	43.1773	45.0909	46.9511	48.8295	51.3306	
28340	P1	Senior Community Development Project Coordinator	E	AL	58.4472	61.3073	64.1956	67.3152	70.5362	
37130	P2	Senior Drafting Technician	N	OT	41.0770	42.9727	44.9666	47.0401	49.3366	
14050	P1	Senior Electrical Supervisor	E	AL	0.0000	0.0000	60.1600	62.8836	65.9813	
14530	P1	Senior Equipment Supervisor	E	AL	49.1626	51.5045	54.0595	56.6881	59.4377	
14070	P1	Senior Forestry Supervisor	E	OT	52.3631	54.8372	57.5430	60.2133	63.0529	
24680	P1	Senior Health Services Program Specialist	E	AL	51.3565	53.3005	55.3738	57.6975	59.9097	
23130	P1	Senior Hearing Examiner	E	AL	64.9099	69.1599	72.7623	76.0218	80.6893	
14080	P1	Senior Landscape Gardener Supervisor	E	OT	52.3631	54.8372	57.5430	60.2133	63.0529	
28110	P1	Senior Management Analyst	E	AL	53.2633	55.8089	58.5582	61.4277	64.3992	
14060	P1	Senior Public Works Supervisor	E	OT	47.0798	49.3104	51.7360	54.1427	56.6977	
14540	P1	Senior Solid Waste Supervisor	E	OT	47.5243	49.7736	52.2264	54.6521	57.2248	
14600	P1	Senior Systems Analyst	E	AL	57.9751	60.8632	63.9456	67.1762	70.6199	
14500	M	Seniors Nutrition Program Supervisor	N	OT	44.8859	47.0334	49.2183	51.5696	54.1704	
13140	M	Solid Waste and Recycling Manager	E	AL	70.3883	73.7394	77.3216	81.1167	85.0601	
65200	P1	Solid Waste Supervisor	E	OT	0.0000	0.0000	46.4352	48.1883	50.1824	
13300	P1	Supervising Building Inspector	E	AL	59.2155	62.1499	65.5009	68.2777	71.5641	
14040	M	Supervising Civil Engineer	E	AL	68.4906	71.7951	75.2667	78.9045	82.6997	
12220	M	Supervising Hearing Examiner	E	AL	70.2045	73.7974	77.5352	81.4425	85.5599	
24550	P1	Supervising Public Health Nurse	E	AL	64.6101	67.1827	69.9598	72.8437	75.8609	
14760	M	Supervising Systems Analyst	E	AL	69.1942	72.5913	76.0627	79.8116	83.6349	
13400	M	Supervising Traffic Engineer	E	AL	69.0089	72.5267	76.2294	80.1172	84.2548	
37110	P2	Survey Technician	N	OT	39.3590	41.1925	43.0796	45.1087	47.3161	
21210	P1	Systems Accountant	E	AL	57.9751	60.8632	63.9456	67.1762	70.6199	
30010	P1	Traffic Engineering Assistant	N	OT	0.0000	0.0000	40.0354	41.9884	43.9047	
13410	M	Transportation Manager	E	AL	74.5158	78.2374	82.1529	86.2542	90.5732	
14670	M	Transportation Services Coordinator	E	AL	41.9206	44.0222	46.2204	48.5346	50.9584	
14620	M	Treasury Manager	E	AL	62.6544	65.7783	69.0712	72.5197	76.1503	
13690	M	Waterfront Manager	E	AL	60.3262	63.2513	66.2875	69.5644	72.8875	
14700	P1	Waterfront Supervisor	E	AL	48.7557	51.3276	54.0295	56.8742	59.8682	
28870	P1	Watershed Resources Specialist	E	AL	43.1754	45.4696	47.5995	49.9733	52.4759	

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Exhibit C - Salary Ranges as of July, 2023 - (1% Cost of Living Adjustment)

JOB CODE	REP UNIT	CLASSIFICATION TITLE	FLSA	AL OT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
13500	M	Accounting Manager	E	AL	63.2788	66.4341	69.7606	73.2482	76.9071	
14630	M	Administrative & Fiscal Services Manager	E	AL	56.1114	58.9215	61.8676	64.9648	68.2131	71.5593
13170	M	Animal Services Manager	E	AL	62.8743	65.8939	69.0917	72.4853	75.9727	
14590	P1	Assistant Building and Safety Manager	E	AL	64.0976	67.4665	71.0169	74.7563	78.6915	
22060	P1	Assistant Civil Engineer (Reg)	E	AL	55.4132	58.0034	60.8920	63.8560	67.0158	
14720	M	Assistant Manager of Mental Health Services	E	AL	60.5766	63.6107	66.7944	70.1346	73.6438	
22070	P1	Assistant Public Works Engineer	E	OT	53.0106	55.4132	58.0034	60.8920	63.8560	
20010	P1	Assistant Traffic Engineer	E	AL	53.6285	56.0585	58.7248	61.6438	64.6362	
22050	P1	Associate Civil Engineer	E	AL	61.0325	64.0336	67.0810	70.2600	73.7475	
22030	P1	Associate Traffic Engineer	E	AL	61.0325	64.0336	67.0810	70.2600	73.7475	
22020	P1	Associate Utility Engineer	E	AL	61.0325	64.0336	67.0810	70.2600	73.7475	
13060	M	Building and Safety Manager	E	AL	77.4201	81.8800	86.8153	91.6396	96.9461	
22300	P1	Building Plans Engineer	E	AL	56.4666	59.4363	62.5655	65.8618	69.3252	
14200	M	Camp Manager	E	AL	37.4745	39.3496	41.3099	43.3819	45.5479	
37040	P1	Chief of Party	N	OT	48.6794	50.9899	53.4350	56.0600	58.6669	
14690	M	Circulation Services Manager	E	AL	52.9478	55.4076	58.0404	60.8225	63.7854	
28370	P1	Civic Arts Coordinator	E	OT	48.2343	50.5303	53.0189	55.6157	58.2918	
14270	P1	Code Enforcement Supervisor	E	AL	51.2343	53.7400	56.3669	59.0878	61.8739	
14160	M	Communications Manager	E	AL	55.1686	58.0658	61.1247	64.3456	67.7282	
28140	P1	Community Services Specialist III	E	AL	53.7960	56.3669	59.1438	62.0420	65.0432	
28050	P1	Contract Administrator	E	AL	47.4389	50.2347	53.2014	56.3386	59.5748	
28530	P1	Crime Analyst	N	OT	48.3918	49.6412	52.1202	54.7294	57.4623	
14550	P1	Crime Scene Supervisor	E	OT	48.2611	50.4024	52.9265	55.5628	58.3493	
13150	M	Customer Service Manager	E	AL	59.0317	61.9204	64.8375	67.9790	71.2415	
26160	P1	Database Administrator	E	AL	54.3401	57.2002	60.2111	63.3793	66.7182	
37020	P2	Drafting Technician	N	OT	37.8179	39.5943	41.3802	43.3249	45.4470	
29230	M	Economic Development Project Coordinator	E	AL	59.0317	61.9204	64.8375	67.9883	71.2415	
24160	P1	Emergency Medical Services Advisor	E	AL	52.4374	54.3609	57.0757	59.9345	62.9282	
28280	P1	Employment Programs Administrator	E	AL	53.1654	55.6915	58.4424	61.3099	64.2588	
14260	M	Energy Program Manager	E	AL	58.8635	61.8070	64.8975	68.1426	71.5509	
37030	P2	Engineering Inspector	N	OT	45.5241	47.6187	50.0008	52.3201	54.7925	
24570	P1	Environmental Health Supervisor	E	AL	53.3809	55.4210	57.5412	59.7411	62.0283	
13480	M	Equipment Superintendent	E	AL	60.9294	63.8838	66.9503	70.2600	73.6164	
13440	M	Facilities Maintenance Superintendent	E	AL	60.9294	63.8838	66.9503	70.2600	73.6164	
13210	M	General Services Manager	E	AL	60.3029	63.3136	66.5296	69.8862	73.4483	
65210	P1	Harbormaster	E	OT	0.0000	0.0000	47.7973	49.6267	51.6746	
13770	M	Hazardous Materials Manager	E	AL	64.3665	67.5218	70.7042	74.1474	77.6711	
16090	P1	Health Nutrition Program Coordinator	N	OT	47.7281	49.6074	51.5429	53.5249	55.6750	
24470	P1	Health Planning, Education and Promotion	E	OT	49.3396	51.2557	53.4162	55.6181	57.9256	
24730	P1	Health Services Program Specialist	E	OT	45.4752	47.2423	49.0745	50.9912	53.0106	

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16100	P1	Health Services Supervisor	E	AL	59.3963	61.6963	64.2486	66.9597	69.6804	
23120	P1	Hearing Examiner	E	AL	57.5544	61.2845	64.5196	67.3900	71.5127	
14110	M	Home Energy Administrator	E	AL	50.0065	52.2024	54.5445	56.8869	59.3834	
28980	P1	Homeless Services Coordinator	E	AL	53.3888	55.9474	58.6950	61.5794	64.5547	
14580	P1	Housing Inspector Supervisor	E	AL	51.2343	53.7400	56.3669	59.0878	61.8739	
22080	P1	Junior Public Works Engineer	E	OT	44.6428	46.6998	48.9344	51.2811	53.7773	
13540	M	Land Use Planning Manager	E	AL	75.8416	79.6188	83.6109	87.7806	90.5856	
14640	M	Library Information Systems Administrator	E	AL	55.4143	60.9844	64.0575	67.2864	70.7437	
14680	M	Library Services Manager	E	AL	55.8155	58.4799	61.3314	64.1176	67.2593	
13290	M	Manager of Aging Services	E	AL	63.1679	65.8433	69.1374	72.5946	76.2231	
13730	M	Manager of Economic Development	E	AL	68.0538	71.4757	75.0468	78.7493	82.7601	
13100	M	Manager of Engineering	E	AL	77.4125	81.8813	86.6121	91.6324	96.9433	
13680	M	Manager of Environmental Health	E	AL	63.1732	66.2397	69.3814	72.7563	76.2252	
13520	M	Manager of Housing and Community Services	E	AL	66.0072	69.3252	72.7885	76.3825	80.2743	
13390	M	Manager of Mental Health Services	E	AL	71.0922	74.4768	78.0948	81.9279	85.9107	
13670	M	Manager of Public Health Services	E	AL	66.4689	69.9717	73.6569	77.5374	81.6196	
13640	M	Manager, Family Health and Nursing Services	E	AL	67.7589	71.1493	74.7011	78.4381	82.3601	
14220	P1	Mental Health Clinical Supervisor	E	AL	51.0653	53.7547	56.5875	59.5636	62.6986	
14210	P1	Mental Health Program Supervisor	E	AL	55.9522	58.5144	61.2829	64.0427	66.9467	
14280	M	Parking Enforcement Manager	E	AL	48.5232	50.7305	53.4023	56.2121	59.1747	
13270	M	Parking Services Manager	E	AL	55.7220	58.4520	61.2568	64.1549	67.2593	
13320	M	Parks Superintendent	E	AL	60.9294	63.8838	66.9503	70.2600	73.6164	
13710	P1	Permit Center Coordinator	E	AL	60.5253	63.5094	66.5514	69.7827	73.0860	
14560	P1	Principal Planner	E	AL	0.0000	64.6181	67.5759	70.5334	73.7069	
13590	P1	Public Health Program Physician-Deputy Health Officer	E	AL	90.9668	95.5430	100.2624	105.2609	110.5018	
13220	M	Public Safety Business Manager	E	AL	61.6493	64.5944	67.7919	71.1298	74.5328	
13120	M	Public Works Maintenance Superintendent	E	AL	60.9294	63.8838	66.9503	70.2600	73.6164	
13650	M	Public Works Operations Manager	E	AL	65.1242	68.5548	72.1627	75.9608	79.9556	
14750	M	Real Property Administrator	E	AL	60.9294	63.8838	66.9503	70.2600	73.6164	
13510	M	Records Manager	E	AL	52.0008	54.4691	57.1804	59.9945	62.8554	
13330	M	Recreation and Youth Services Manager	E	AL	62.8743	65.6231	68.9045	72.3451	75.9727	
13340	P1	Recreation Program Supervisor	E	AL	43.6644	45.8495	48.1409	50.5543	53.0821	
28900	M	Recycling Program Manager	E	AL	55.4319	58.1342	60.8642	63.8560	66.9223	
14740	M	Resilient Buildings Program Manager	E	AL	63.9674	67.3146	70.8780	74.6084	78.5350	
13530	M	Revenue Collection Manager	E	AL	59.0317	61.9204	64.8375	67.9790	71.2415	
21350	M	Revenue Development Supervisor	E	AL	52.1465	54.6222	57.3161	60.1114	63.0302	
21190	P1	Senior Accountant	E	AL	52.2158	54.7308	57.4142	60.2376	63.1173	
21200	P1	Senior Auditor	E	AL	52.1410	54.6188	57.3114	60.1160	63.0237	
13350	P1	Senior Building Maintenance Supervisor	E	OT	47.5506	49.8035	52.2533	54.6841	57.2647	
22010	P1	Senior Building Plans Engineer	E	AL	68.9794	72.4475	76.0567	79.8617	83.3119	

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28010	P1	Senior Buyer	N	OT	43.7831	45.8587	47.9714	50.2998	52.6084	
14150	M	Senior Citizen Center Director	E	OT	43.6090	45.5418	47.4206	49.3178	51.8439	
28340	P1	Senior Community Development Project Coordinator	E	AL	59.0317	61.9204	64.8375	67.9883	71.2415	
37130	P2	Senior Drafting Technician	N	OT	41.4878	43.4024	45.4162	47.5105	49.8300	
14050	P1	Senior Electrical Supervisor	E	AL	0.0000	0.0000	60.7616	63.5124	66.6411	
14530	P1	Senior Equipment Supervisor	E	AL	49.6543	52.0195	54.6001	57.2550	60.0320	
14070	P1	Senior Forestry Supervisor	E	OT	52.8867	55.3856	58.1184	60.8154	63.6834	
24680	P1	Senior Health Services Program Specialist	E	AL	51.8700	53.8335	55.9275	58.2744	60.5088	
23130	P1	Senior Hearing Examiner	E	AL	65.5590	69.8515	73.4899	76.7820	81.4962	
14080	P1	Senior Landscape Gardener Supervisor	E	OT	52.8867	55.3856	58.1184	60.8154	63.6834	
28110	P1	Senior Management Analyst	E	AL	53.7960	56.3669	59.1438	62.0420	65.0432	
14060	P1	Senior Public Works Supervisor	E	OT	47.5506	49.8035	52.2533	54.6841	57.2647	
14540	P1	Senior Solid Waste Supervisor	E	OT	47.9995	50.2713	52.7487	55.1986	57.7971	
14600	P1	Senior Systems Analyst	E	AL	58.5549	61.4718	64.5851	67.8479	71.3261	
14500	M	Seniors Nutrition Program Supervisor	N	OT	45.3348	47.5037	49.7105	52.0853	54.7121	
13140	M	Solid Waste and Recycling Manager	E	AL	71.0922	74.4768	78.0948	81.9279	85.9107	
65200	P1	Solid Waste Supervisor	E	OT	0.0000	0.0000	46.8995	48.6702	50.6842	
13300	P1	Supervising Building Inspector	E	AL	59.8077	62.7714	66.1559	68.9605	72.2797	
14040	M	Supervising Civil Engineer	E	AL	69.1755	72.5131	76.0194	79.6936	83.5267	
12220	M	Supervising Hearing Examiner	E	AL	70.9066	74.5353	78.3106	82.2570	86.4155	
24550	P1	Supervising Public Health Nurse	E	AL	65.2562	67.8545	70.6594	73.5722	76.6195	
14760	M	Supervising Systems Analyst	E	AL	69.8862	73.3173	76.8233	80.6097	84.4712	
13400	M	Supervising Traffic Engineer	E	AL	69.6990	73.2520	76.9917	80.9183	85.0973	
37110	P2	Survey Technician	N	OT	39.7526	41.6044	43.5104	45.5598	47.7893	
21210	P1	Systems Accountant	E	AL	58.5549	61.4718	64.5851	67.8479	71.3261	
30010	P1	Traffic Engineering Assistant	N	OT	0.0000	0.0000	40.4357	42.4083	44.3438	
13410	M	Transportation Manager	E	AL	75.2610	79.0198	82.9744	87.1168	91.4789	
14670	M	Transportation Services Coordinator	E	AL	42.3398	44.4624	46.6826	49.0199	51.4680	
14620	M	Treasury Manager	E	AL	63.2810	66.4361	69.7619	73.2449	76.9118	
13690	M	Waterfront Manager	E	AL	60.9294	63.8838	66.9503	70.2600	73.6164	
14700	P1	Waterfront Supervisor	E	AL	49.2432	51.8409	54.5698	57.4430	60.4669	
28870	P1	Watershed Resources Specialist	E	AL	43.6072	45.9243	48.0755	50.4730	53.0007	