

Internal



MEMORANDUM AGREEMENT

BETWEEN

CITY OF BERKELEY

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1021**

MAINTENANCE AND CLERICAL CHAPTERS

June 27, 2024 through June 26, 2027

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RESOLUTION NO. 71,408-N.S.

MEMORANDUM OF UNDERSTANDING: SEIU LOCAL 1021 MAINTENANCE & CLERICAL CHAPTERS (2024-2027)

WHEREAS, the City is obligated under the provisions of California Government Code Sections 3500-3511, commonly referred to as the Meyers-Milias-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, the City's labor contract with Service Employees International Union Local 1021 Maintenance & Clerical Chapters is set to expire and fully terminate on June 26, 2024; and

WHEREAS, representatives of the City and SEIU Local 1021 Maintenance & Clerical Chapters 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 June 27, 2024 through June 26, 2027 with SEIU Local 1021 Maintenance & Clerical Chapters, 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, and to make non-substantive edits to the format and language of the MOU in alignment with the tentative agreement, and conforming to legal requirements.

BE IT FURTHER RESOLVED that the Council of the City of Berkeley approves, and the City Manager is hereby authorized to effectuate, a new Classification and Salary table for SEIU Local 1021 Maintenance & Clerical Chapters that implement the salary adjustments reflected in the new MOU and supersede prior salary resolutions.

BE IT FURTHER RESOLVED that a fully executed original of said contract is filed in the Office of the City Clerk.

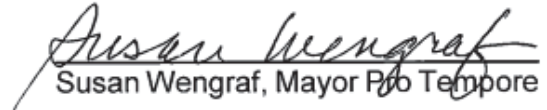
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The foregoing Resolution was adopted by the Berkeley City Council on June 25, 2024 by the following vote:

Ayes: Bartlett, Hahn, Humbert, Kesarwani, Lunaparra, Taplin, Tregub, Wengraf, and Arreguin.

Noes: None.

Absent: None.


Susan Wengraf, Mayor Pro Tempore

Attest: 
Mark Numainville, City Clerk

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SEIU Local 1021 Maintenance and Clerical Chapters

City of Berkeley

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ADMINISTRATION

SECTION 1: RECITALS

This Memorandum Agreement, herein after referred to as "Agreement", is entered into pursuant to the Meyers-Milias-Brown Act (Government Code, Sections 3500 et seq.,) as amended and has been jointly prepared by the parties.

The City Manager is the representative of the City of Berkeley, herein after referred to as "the City," in employer - employee relations as provided in Resolution No. 43,397-N.S. adopted by the City Council on October 14, 1969.

Local 1021, Service Employees International Union, is the Recognized Employee Organization for:

Representation Unit D (Manual Occupations),
Representation Unit J (Para-professional Employees- Police Department),
Representation Unit K-1 (career non-confidential office and clerical employees),
Representation Unit K-2 (Supervisory Clerical Employees)

The employee positions in such Representation Unit are set forth herein and made a part hereof, and Local 1021, Service Employees International Union, hereinafter referred to as "the Union" is recognized as the sole representative of employees assigned to such positions. This Memorandum Agreement shall be presented to the City Council, Board of Library Trustees, and the Rent Stabilization Board as the joint recommendation of the undersigned.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of the employees in said Representation Units D, J, K-1, and K-2; have exchanged freely information opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Agreement shall be presented to the City Council as the joint recommendation of the undersigned, and therefore recognize this agreement as a binding and legal contract between the two parties.

Library and Rent Board employees working in classifications covered by this agreement shall have the same terms and conditions of employment as other employees covered by this Memorandum Agreement except as specifically modified by this agreement.

The Rent Stabilization Board and Library Board of Trustees shall ratify and sign this agreement.

SECTION 2: PARTIES TO AGREEMENT

2.1 **The Union:** The Union is the exclusive representative of all employees within Representation Units D (Manual Occupations) [MC00], J (Para-professional Employees - Police Department) [MC00], and K-1 (career, non-confidential office and clerical) [MC01], and K-2 (Supervisory Clerical Employees) [MC02] and shall continue to be recognized as such unless, the Union is no longer certified as the Recognized Employee Organization for employees in Representation Units D, J, K-1 and K-2.

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2.2 City Management: Responsibility for management of the City and direction of its work force is vested in City officials and the City Manager whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of City management to determine the mission of its constituent departments. Such rights and responsibilities shall be applied consistent with the Meyers-Milias-Brown Act.

2.3 The Union and the City shall create a working environment free from hostility, intimidation and disrespect.

SECTION 3: NO DISCRIMINATION

The City and Union agree that they will not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws due to any status protected by applicable state or federal law. The City agrees that there shall be no discrimination on the basis of 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. The City and Union will comply with the City's Harassment Prevention Policy.

The City of Berkeley Harassment Prevention Policy, as may be amended from time to time to comply with applicable state or federal law, is available on-line on the City's IntraWeb at: [CITY OF BERKELEY \(berkeleyca.gov\)](http://CITY_OF_BERKELEY.berkeleyca.gov), in Department of Human Resources, or by contacting the City's Equal Employment Opportunity and Diversity Officer.

SECTION 4: UNION SECURITY**4.1 Voluntary Membership**

All employees in this bargaining unit who are, or hereafter voluntarily choose to become members of the Union, shall maintain such membership in good standing as a condition of continued employment for the duration of this Agreement; 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 Agreement by sending written notice of withdrawal to the Union (with a copy to the Director of Human Resources of the City during said period), consistent with the law.

4.2 Indemnification

The Union shall indemnify and save 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 discharge action resulting from this Section or Section 5.

4.3 Contract Distribution

The City shall post an electronic copy of the Agreement on the City website within 120 calendar days of final ratification in order to reduce the environmental impact of excess paper printing.

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Any additions or changes to the Agreement agreed to by both parties subsequent to the posting of the Agreement shall be distributed to all employees in the bargaining unit.

4.4 Orientation Meetings

A representative of each Chapter of the Union will be given sixty (60) minutes of Union release time per quarter per calendar year to provide information on the Union to employees represented by the Union. 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 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.

4.5 Union Notification

The City agrees that all notifications to the Union will include copy to the Union chapter presidents. Further, on all other correspondence involving investigatory interviews, intent to discipline, and grievance responses, the City shall also copy the relevant chapter chief steward, in addition to the relevant chapter president.

4.6 New Employee Orientation

This provision shall apply to new hire employees appointed to classifications covered by this Agreement and to existing employees newly appointed to classifications covered by this Agreement.

4.6.1 Onboarding: The parties acknowledge that the City provides a new employee orientation (onboarding) to each new employee hired by the City. As such, the Union will be provided with not less than 10 calendar days' advanced notice of the time, date, and location of the onboarding of any new employee represented by the Union. The Union will be given 30- minutes at the start of the new employee onboarding in a room designated by the City for no more than one (1) representative to present Union membership information. The City representative will excuse him or herself during the Union portion of the onboarding. The Union agrees in its portion of the onboarding not to engage in speech that could cause disruption or material interference with City activities.

The City will provide 30 minutes of Union Release Time to the Union representative presenting the Union membership information during the scheduled onboarding. The Union shall provide the Union representative's immediate supervisor with the Union representative's name at least five (5) days prior to the onboarding. The Union representative shall be released for this purpose unless unusual operation needs interfere with such release in which case the Union representative's immediate supervisor will provide a written explanation of why release could not be approved. If the Union representative is not released due to department operational needs, the Union representative may arrange an alternative date and time to meet with the newly hired employee within the first two (2) weeks of employment, subject to the 30-minutes onboarding and Union Release Time requirements as stipulated above.

4.6.2 Information Provided: On a monthly basis, the City will provide the Union with a digital file via email to the email addresses designated by the Union.

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The City will provide the Union with the following information on file, to the extent the City has it on file:

- Name
- Job Class
- Department
- Work Location
- Personnel Status
- Hire Date
- Probation Start Date
- Probation End Date
- Salary Step
- Home telephone number.
- Home address.
- Personal cellular telephone number (new hires hired on or after October 1, 2017)
- Work telephone number
- Personal email addresses on file with the City

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code section 3558 only, an employee may opt out via written request to the City (copy to the Union) to direct the City to withhold disclosure of the employee's: Home address; home telephone number; personal cellular telephone number; personal email address; and date of birth.

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SECTION 5: PAYROLL DEDUCTIONS

Effective the first complete pay period commencing after July 1, 1984 and in each month thereafter, the City shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1.

Employees hired on or after July 1, 1984, shall receive and complete at the time of employment an authorization to deduct membership or agency fee as a condition of continued employment. Failure to complete the authorization form within 30 calendar days of employment shall result in automatic agency fee deductions.

The City shall promptly pay over to the Union all sums withheld for membership or service fees. The City shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department, and the amount deducted. A list of all employees in represented classes shall be provided to the Union each month.

The City shall continue to deduct insurance premiums, COPE contributions, and other such deductions as may be specified by the employee in accordance with past practice.

SECTION 6: UNION REPRESENTATIVES

6.1 Release Time – General: Union representatives employed and recognized by the City shall assist employees in resolving grievances at the lowest possible administrative level. These employees shall be afforded reasonable time for the investigation and processing of grievances and for meetings with management without loss of pay or benefits upon notification to their first level supervisor not in the bargaining unit. Union representatives shall request Union release time from their first level supervisor not in the bargaining unit or his/her designee prior to engaging in union business. Such request for release time shall be made at the earliest possible time and, except in emergency cases, no later than 48 hours in advance before leaving the work assignment. The Union release request shall include the location, and area of activity, the approximate time needed and the general nature of union business involved. Such request shall not be unreasonably denied. Failure to meet the 48 hours requirement may result in denial of release time.

6.2 Release Time - Maximum Number of Representatives

6.2.1 Meet & Confer: With respect to the meet and confer process, ten (10) Union representatives shall be the maximum number who will be allowed concurrent paid time off.

6.2.2 Informal Grievance Procedure: With respect to the informal level of the grievance procedure, one (1) Union representative will be allowed paid time off.

6.2.3 First Level Grievance Procedure: With respect to the first level of the grievance procedure or the pre-disciplinary meeting, two (2) Union representatives will be allowed concurrent paid time off.

6.2.4 Second Level Grievance Procedure: With respect to the second level of the grievance process, the Skelly meeting, or Arbitration hearing, three (3) Union representatives shall be allowed concurrent paid time off.

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6.2.5 All Other Matters: For all other matters, where the participation of the Union is agreed to, the Union may designate two (2) representative from each Representation Unit, up to a maximum of six (6).

6.2.6 Possible Grievance Release: The City will provide release time to Union members to meet with a Union representative for the purpose of discussing a possible grievance. The member shall contact the Chapter President or Chief Steward who will then contact the supervisor/department director to notify the supervisor/department director of the necessity for the meeting. The release time shall be granted within 48 hours of the request subject to operational necessity.

6.2.7 City of Berkeley Union Council: The City will provide release time for Union Steward representatives to attend City of Berkeley Union Steward Council Meetings. Each steward representative shall receive a maximum of four (4) hours per month to attend the meeting. A maximum of sixteen (16) stewards shall be released to attend each meeting. The President or Chief Steward will notify Human Resources at least two (2) weeks in advance of the scheduled Steward Council Meeting and will provide Human Resources with the names of stewards, the name of the steward's immediate supervisor, the department and work unit of those stewards that will be attending the Steward Council Meeting. Failure to comply with the notice requirements will result in the denial of release time. In the event that there are conflicts in work schedules, which may create problems with a designated steward attending the meeting, the President or Chief Steward will work with the affected department supervisors to schedule steward attendance in a manner which minimizes disruption of work.

6.3 Union / Management Meetings

Monthly meetings shall be held between the union and the City Manager or his or her designee. Release time shall be granted for up to six (6) union officials. Agendas for such meetings shall be set one week in advance between the union Chapter Presidents and the City Manager or his or her designee. In preparation for the monthly meeting with the City Manager, release time shall be granted for up to two (2) hours and up to two (2) Union officials to confer with Union staff representatives on matters within the scope of representation.

Meetings within departments may be held when necessary at the request of either party and release time will be in advance in accordance with Section 6.2.5.

6.4 Joint Labor/Management Committee

A quarterly departmental Joint Labor/Management (JLM) Committee may be established to discuss and review issues affecting employees in each Department. The JLM may consist of two (2) Union representatives and Department Director and/or his or her designee(s). Agendas for such meetings shall be set one (1) week in advance between the Union and Department Director or his or her. Additional meetings may be scheduled upon advanced mutual agreement.

6.5 Official Attendance at Meetings

Any employee requested by the City Manager or his/her designee to attend conferences, seminars, governmental agencies or bodies shall be compensated with pay or release time.

6.6 Memorandum Agreement Orientation

The City and the Union will conduct orientation sessions on the Agreement at least once during the term of the contract. Additional sessions for stewards and supervisors may also be provided.

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6.7 Union Business Release Time

Clerical Chapter: 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 in the Clerical Chapter 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.

Maintenance Chapter: 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 in the Maintenance Chapter 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: SEPARABILITY OF PROVISIONS

In the event that any provisions of this Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of this Agreement shall be null and void, but such nullification shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect.

SECTION 8: EXISTING MEMORANDA AGREEMENT

This Agreement shall supersede all existing Agreements between the City and the Union. Working conditions and practices will not be continued unless they are included in this Agreement or have been or are hereafter specifically authorized by ordinance or by resolution of the City Council, or unless they are 1) not the subject of bargaining during the development of this Agreement, and 2) a continuing practice which was general, not individual in application, and mutually agreed to by the parties.

SECTION 9: FINALITY OF RECOMMENDATIONS

The recommendations set forth above are final. No change or modifications shall be offered, urged, or otherwise presented by the Union or the City Manager prior to June 27, 2024 provided, however, that nothing herein shall prevent the parties to this Agreement from meeting and conferring and making modifications herein by mutual consent and ratification.

SECTION 10: DURATION

This Agreement covers the period of June 27, 2024 through June 26, 2027. New provisions are effective June 27, 2024, except as otherwise provided herein and shall remain in full force and effect to and including June 26, 2027.

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SALARIES, HOURS OF WORK AND COMPENSATION ISSUES

SECTION 11: SALARIES

11.1 Salary Resolution

Salary rates for the period of June 27, 2024 through June 26, 2027, for all classes of positions in Units D, J, K-1 and K-2, shall be set according to the classifications and salary ranges assigned to those classifications listed in Exhibits "A" through "C" and attached hereto and made part hereof as provided below.

11.1.1 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 six percent (6.0%) and shall be shown in Exhibit A.

11.1.2 Effective the first full pay period in July 2025, the salary ranges in this Unit shall be increased by four percent (4.0%) as listed in Exhibit B.

11.1.3 Effective the first full pay period in July 2026, the salary ranges in this Unit shall be increased by two and a half percent (2.5%) as listed in Exhibit C-1.

11.1.4 Effective the first full pay period in January 2027, the salary ranges in this Unit shall be increased by two percent (2.0%) as listed in Exhibit C-2.

11.2 Application of 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". The minimum rate for the class shall apply to employees upon original appointment of the position. Employees reinstated or reemployed after layoff shall receive a rate within the range established for the class. Transfers shall not affect an employee's salary rate. Employees appointed to any of the positions set forth herein in Exhibit "A" and employed or working on a part-time basis shall be paid in proportion to the time worked and described in their appointment.

11.3 Salary Advancement

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 and shall depend upon increased service value of an employee to the City as exemplified by recommendations of the Department Head, performance record, special training, length of service, and other pertinent evidence.

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 than 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 increase.

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11.4 Y Rates

Any 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/her present salary. Such salary shall be designated as a Y rate. When an employee on a Y rate vacates his/her position, subsequent appointments to that position shall be made in accordance with Section 11.2.

11.5 Payment of Salaries (Bi-Weekly) - Pay Periods / Pay Days

11.5.1 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.

11.5.2 In those cases when payroll checks are available for distribution on Thursday afternoon, the Auditor's Office shall notify payroll sections of departments with employees on graveyard shifts. The department shall be responsible for distributing the checks to its graveyard shift employees by the end of the shift Friday morning. This procedure will remain in effect until the City's payroll system is fully automated, at which time payroll checks will routinely be made available to departments for distribution to employees by the end of the graveyard shift Friday morning.

11.5.3 Bi-weekly payment to full-time employees shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay period. Except as specified below in Section 11.5.5, the hourly rate for such employees shall be determined as follows:

11.5.3.1 The hourly rate shall be the quotient of the annual salary (12 times the monthly salary specified herein) divided by 2080 hours.

11.5.3.2 For employees on a thirty-seven and one half (37.5) hour week, the monthly salary shall be the quotient of the hourly salary times 1950 hours, divided by 12.

11.5.4 Bi-weekly payment to part-time employees in a class for which monthly salary rate has been herein established shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay period. Except as specified below in Section 11.5.5, the hourly rate for such part-time employees shall be computed in the same manner as for full time employees.

11.5.5 Bi-weekly payment to intermittent employees in a class for which an hourly rate has been specified herein shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay period. The hourly rate for such intermittent employees shall be as specified herein.

11.5.6 Bi-weekly payment to employees in a class for which a daily rate rather than a monthly rate has been herein established shall be made on the basis of the actual days worked during the bi-weekly pay period multiplied by the daily rate.

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11.5.7 Bi-weekly payment to employees in a class for which an hourly rate rather than a monthly rate has been herein established shall be made on the basis of the hourly rate multiplied by the number of hours worked during the pay period.

11.6 Friday Bank Closures

On Friday bank holidays, City employees shall be paid in accordance with present paycheck procedures for City Holidays that fall on Friday. Paychecks shall be dated the date received by employee.

11.7 End of Year

For excess leave only, the end of the year shall be treated as the last day of the last pay period nearest March 31st.

11.8 Equity Studies

Two (2) lists of comparison jurisdictions are established. List One: Concord, Fremont, Richmond, Palo Alto, City of Santa Clara, San Leandro, Alameda County, San Francisco, Hayward, Oakland, and Vallejo. For Refuse only, Northern California Waste Management Systems and Waste Management (Oakland) will be reviewed if available. Other jurisdictions may be added 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.

11.8.1 Weighmaster: No sooner than six (6) months after ratification of this Agreement, and no later than nine (9) months after ratification, the City agrees to meet with two representatives designated by the union to discuss the results of a classification review of the Weighmaster classification. If the classification study shows a need for an adjustment, the parties will meet to discuss compensation.

11.8.2 Additional Classification Review: No later than eighteen (18) months after ratification, the City agrees to meet with two representatives designated by the union to discuss the results of a classification review of the Mechanic series, Concrete Finisher, Accounting Technician, Accounting Office Specialist III and Traffic Maintenance Worker I and II classifications. If any of the classification studies shows a need for an adjustment, the parties will meet and confer regarding compensation.

11.8.3 Groundskeeper Non-Benefited

Effective July 2025, a 1% increase shall be added the salary steps of the Groundskeeper, Non-Benefited classification.

11.9 Anniversary Dates

Step increases shall be effective, for payroll purposes only, on the first day of the pay period nearest to the anniversary date. Personnel records will maintain actual dates and will be used to resolve any discrepancies or questions that may arise.

11.10 Living Wage

The City agrees to pay each of its direct employees an hourly wage of no less than \$18.33 effective the first full pay period in January 2021. The City agrees to pay each of its direct employees an hourly

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wage of no less than \$19.33 effective the first full pay period in June 2021. If the Living Wage increases beyond \$19.33, as outlined in the Berkeley Municipal Code effective July 2021, the City shall implement the increases the first full pay period in September 2021 and July 1st of each year thereafter.

SECTION 12: 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 notify the employee of the nature and the amount of overpayment and 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 alternative repayment schedule. The total overpayment of \$100 or more shall be recaptured at the rate at which the overpayment occurred but not less than \$50 per pay period. For a total overpayment of \$99.99 or less, the overpayment shall be recouped in two (2) equal amounts over two consecutive pay periods.

Overpayments shall not be recaptured at a more rapid rate than the rate at which the overpayment occurred, except by permission of the affected employee. 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 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. 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 fifteen (15) working days of the employee being notified of the overpayment, the Auditor's Office will proceed to implement a reasonable repayment schedule.

SECTION 13: TEMPORARY, PROVISIONAL AND PROJECT BASED APPOINTMENTS, HIGHER CLASS ASSIGNMENT PAY AND TEMPORARY AGENCY EMPLOYEES**13.1 Higher Class Assignments**

Department heads will work all employees within their classification. The City Manager or his/her designee shall approve higher-class assignments in advance.

13.2 Working in Higher Classification

Departments with prior approval from the City Manager or City Manager's designee, may assign an employee to work in a higher class provided the employee meets the minimum qualifications for the assignment. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. To be eligible for higher-class pay, the employee must meet the minimum qualifications and perform a majority of the duties of the higher class to qualify. Employees shall be compensated for higher class pay on an hour-for-hour basis. An approved annual blanket authorization must be on file for any employee who is so assigned. Employees meeting these requirements will be compensated at the lowest step of the higher classification that provides at least a five percent (5%) differential for the time worked.

13.3 Temporary Appointments

Temporary promotional vacancies that are available for a period of thirty-one (31) through ninety (90) days shall be filled from within the department that has the vacancy. The department may decide not to fill the vacant position at a promotional level. If the department decides to fill the vacant higher-class position, the selection shall be made from among those qualified departmental employees on the basis of merit, job knowledge and skills. If a selection cannot be made from within department staff, the department shall contact the Human Resources Department for additional candidates from other departments and the temporary appointment shall be made from among those employees.

Temporary appointment opportunities exceeding 90 days in bargaining unit classifications will be noticed in *Berkeley Matters* prior to making the temporary appointment. In cases where timing or other circumstances prohibit the use of *Berkeley Matters*, career employees on eligible and/or transfer lists for the specific classification will be notified directly of the temporary appointment opportunity prior to appointment and the opportunity will be published on the City's Intranet.

When a temporary vacancy is to be filled in a classification for which there is an existing eligibility list, the City shall attempt to make the temporary appointment from that list. Provided there are City employee applicants meeting the minimum qualifications, temporary vacancies of greater than 90 days shall be filled by existing City of Berkeley employees from existing eligibility lists except as otherwise provided in Section 44 (Layoff). However, if no person is available for appointment, or if the hiring official is unable to select a person from the existing eligible list, the hiring official may select a qualified person from the labor market to fill the temporary vacancy.

13.4 Provisional Appointments

A career employee who is appointed to serve temporarily in a higher classification shall be designated as a provisional employee. No employee shall hold a provisional appointment in the same position for more than 12 months. The City Manager may extend the provisional appointment beyond this 12-month limitation with the mutual agreement of the parties. No provisional appointment in the same position will be extended beyond 24 months, except where the employee in the provisional appointment is replacing an employee who is on the extended approved leave. No employee shall hold a provisional appointment(s) in one or more positions for more than 24 consecutive months within a 30 consecutive month period, except where the employee in the provisional appointment is replacing an employee who is on an extended approved leave.

An employee who holds provisional status in a classification shall receive step increases in such classification as if the employee held permanent appointment thereto.

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The City does not guarantee a permanent promotion to the employee working as a provisional employee. An employee who is removed from a provisional appointment, shall have the right to be reinstated to his/her former classification at the appropriate pay level, before the provisional appointment. The employee shall suffer no loss of classification seniority in his/her original classification as a result of holding provisional status.

Upon career promotion to another class, an employee may request within 30 days to have any time served provisionally in the new class within the prior year credited to his/her class seniority.

13.5 Working in a Classification outside the Bargaining Unit

An employee provisionally appointed to a classification outside the bargaining unit shall work the work schedule and receive the salary of the classification of the provisional appointment. Such employees shall receive whatever vehicle assignments, subject to normal application and use procedures, which are associated with that higher position, and, if assigned in excess of 30 days, the employee shall be subject to the overtime provisions that apply to the higher-level classification. All the health and welfare benefits and all other terms and conditions of employment set forth in this agreement shall apply to an employee provisionally appointed to a classification outside the bargaining unit.

13.6 Temporary Assignment Training Pay

For training purposes, employees not meeting all of the minimum qualifications for a supervisory position may be temporarily assigned for a minimum of three (3) consecutive working days, to perform the duties of supervisor and will receive a five percent (5%) increase in their current salary.

13.7 Project Based Position Employee

An employment status of "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. 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. An employee receiving an initial appointment to a Project Based Position shall be fully benefited. In the event of a layoff under Section 44, employees holding "Project Based Positions" will be terminated without right of recall prior to the layoff of any career employee, provided that a qualified career employee is available to fill the position. An employee holding a "Project Based Position" shall not be covered by the provisions of Section 44 (Layoff) and may be terminated for cause at any time by the City Manager. An employee appointed to a Project Based Position will be subject to the provisions of Section 2.1 of the Agreement.

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 with career status accepting a project based position shall have return rights only to the career status position held immediately prior to the project based position.

13.8 Temporary Agency Employees

An employee hired through a temporary agency shall not be retained longer than six (6) months, unless the employee is replacing a career employee on leave of absence or on a temporary assignment to another department. In no case shall the said retention period exceed the duration of the absence. The City will not attempt to extend the six (6) month period by replacing or exchanging temporary agency employees. However, nothing shall preclude temporary agency employees from competing for positions in the career service.

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SECTION 14: HOURS AND DAYS OF WORK**14.1 Rules**

Hours and days of work shall be governed by rules established by the City Manager or designee. (At the present time, hours and days of work are as shown in Exhibit E (Hours and Days of Work).)

14.2 Community Service Officers Assigned to the Jail

Community Service Officers assigned to the Jail shall work shifts that are composed of eight (8) hours and fifteen (15) minutes each day. The shift shall include a thirty (30) minute lunch of which fifteen (15) minutes will be unpaid.

The City and the Union will continue to explore shift schedules that provide alternatives to the eight (8) hour and fifteen (15) minute shift.

14.3 Parking Division/Police Department

The regular workweek for Parking Enforcement Officers shall include Sunday. Parking Enforcement Officers may be required to work between the hours of 7:00 a.m. and 10:00 p.m.; provided that regular shift premiums shall be applicable as set forth in Section 16, and shift selection shall be as set forth in Section 14.4, that is, Sunday work in the Parking Division will be assigned on the basis of inverse seniority unless more senior employees prefer to accept such work.

14.4 Shift Selection and Assignments

Within a given classification, shift assignments (Swing, Night and Day) shall first be offered to employees by classification seniority on a voluntary basis. In the event shift assignments are not filled voluntarily, such shift assignments shall be made on the basis of inverse classification seniority.

14.4.1 In Unit J, the selection of shifts, days off and assignments, may be directed in order to ensure appropriate coverage of male and female staff for management of the City Jail facility.

14.4.2 Types of Shifts:

Swing shift means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 5:00 p.m. and 12:00 midnight of each workday.

Night shift means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 12:00 midnight and 7:00 a.m. of each workday.

Day shift means any authorized work schedules assigned except rotating, swing, or night shifts as defined in this section.

14.5 Clerical Unit Work Schedule

For the Clerical Unit, a change in the daily work schedule that requires an employee to work beyond the regular work schedule shall not require the employee to flex his or her hours except by mutual consent of the employee and the supervisor. However, employees in work units that provide a six (6) or seven (7) day operation may be required to flex their work schedule, based on the needs of the work unit. Flexing of work schedule will be assigned on the basis of inverse seniority unless more senior employees

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prefer to accept such work. The required flexing of work schedules will be on a day-for-day basis. When an employee is required to work on a regularly scheduled day off, the department will provide the employee with an alternative day off in the same work week when the required flexing occurs.

In the event that the City changes a clerical employee's work hours on a permanent basis, the City will provide the employee notice at least thirty (30) calendar days in advance of the date of the change. For the purposes of this Section, the schedule change shall mean a change in the employee's work hours of at least one (1) hour. If the employee is unable to work the newly scheduled hours, the City will seek volunteers in the same classification in the Department or work area who are willing to work the newly scheduled hours. In the event that a volunteer exists, the new schedule shall be given to the volunteer. If no employee is able to work the new schedule, the City will offer the affected employee a transfer to a budgeted vacant position that is available to be filled as determined by the City Manager in the same classification in the City. If no vacancy exists, the employee's work hours will be changed as scheduled.

14.6 Flexible Scheduling

Employees shall be permitted to request variable working hours such as, but not limited to, 10 hours a day four days a week, job sharing, and working under a flexible arrangement. Flexible scheduling may also include the option of a one-half hour lunch break. This option shall be available in all departments in the City and will be considered seriously if all City functions within units can be accomplished through flexible scheduling.

14.7 Shift Trades - Community Service Officer

The Police Department policy on Shift Trades among sworn personnel shall be equally applicable among Community Service Officers.

14.8 Work Assignment

Each new employee shall be provided with a written description of his/her job class, and each supervisor shall discuss with the new employee the duties of his/her position as a part of the departments' orientation. Moreover, within 30 days of appointment to a new position and as part of the department orientation process, an employee in Representation Unit K1 or K2 may request a written description of the employee's major areas of responsibilities. The description of the employee's major areas of responsibilities may be amended from time to time based on the needs of the work unit and it is not intended to capture all duties that can be assigned to an employee that are within the scope of responsibility outlined in the employee's specific job classification.

14.9 Building Maintenance

For Building Maintenance Mechanics, Building Maintenance Mechanic Trainees, and Building Maintenance Supervisor: Hours of work will be adjusted effective January 7, 1990 to 37.5 hours per week. Monthly rate of pay adjusted to reflect actual hours.

Schedule of rotation and days off determined by the City, in the same general manner as currently applies to Electrical unit.

Effective June 29, 2008 each employee in the classifications of Building Maintenance Mechanic, Building Maintenance Mechanic Trainee and Building Maintenance Mechanic Supervisor shall have the option to retain a 37.5 hour work week schedule or to change his/her work schedule to forty hours per week with

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an increase in pay to reflect the additional hours. Additionally, any employee may increase to forty hours per week after July 1, provided that such change shall be made at the beginning of the pay period. An employee who has changed to a 40-hour workweek shall have a one-time option to return to a 37.5-hour workweek. If the employee exercises the option to return to 37.5 hours and then changes to a 40-hour workweek, the employee will remain at 40 hours per week for the remainder of his work time in the position. Any employee who is hired after June 29, 2008 will work a forty (40) hour per week schedule and will have no option to change his/her schedule to 37.5 hours.

The City and the Union may agree in writing to alternate work schedules other than those set forth in this agreement including a 9/80 work schedule which contains an 80 hour pay period with hours worked in 9 days. The City will take into consideration its operational needs, including the impact of potential overtime, in deciding whether to approve an alternate work schedule. However, such alternate work will not be unreasonably denied.

14.10 Daylight Saving Time

14.10.1 **Spring:** In the Spring when transitioning to Daylight Saving Time (DST), employees working during the one (1) hour transition from Standard Time to DST will be paid only for actual hours worked. Employees working on a shift which includes the one (1) hour transition may be granted an option by the Department Head or his or her designee, to work an additional hour or use compensatory time, floating holiday, or vacation to make up the lost work hour.

14.10.2 **Fall:** In the Fall when transitioning from DST, employees working during the one (1) hour transition will be paid for all hours worked including overtime at one and one-half (1½) times the straight-time rate of pay for hours worked in excess of the regular workweek as set forth in Section 15 of this Agreement.

14.11 Family Friendly and Environment Friendly Workplace

The City shall comply with the applicable provisions of the Berkeley Family Friendly and Environmental Friendly Workplace Ordinance 13.101 to members of this bargaining unit. As such, employees may request variable working hours such as, but not limited to, 10 hours a day, four (4) days a week, flexing start and end times, and working under a flexible arrangement. Management may approve, in advance, an employees' request to temporarily flex their work schedule between the hours of 6:00 a.m. and 8:00 p.m. on a particular day, or over a specific period of time, by adjustment to the employee's start time and end time, or lunch break. Any denial of an employee's request for flexible scheduling shall explain the denial in a written response that sets out a business reason for the denial.

14.12 Work Schedule Change

Except as provided in Section 14.5 (Clerical Unit Work Schedule) and/or under emergency action as provided in Section 15.6 (Natural Disaster/Declared Emergency), the City will provide employees with at least a two (2) week advance notice of a permanent work schedule change.

SECTION 15: OVERTIME

Employees required to work in excess of their basic workweek shall be compensated for such overtime services as follows:

15.1 Overtime Pay Eligibility and Rates

Except for employees working an Assumed Work Day (Section 18 - Assumed Work Day) all work in excess of eight (8) hours in any 24-hour period, which begins with the employees' scheduled or actual starting time, whichever is earlier, shall be paid for at one and one-half (1½) times the regular rate for the first four (4) hours of such excess and at two (2) times the regular rate for the balance of such excess. 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 requested by the employee. Regular flextime schedules which include work in excess of 10 hours in any day must be approved by the Union prior to requesting such a schedule.

See Appendix A and Appendix B for the scheduling of overtime for Maintenance Chapter employees in the Streets and Sanitation and Solid Waste and Recycling Divisions of the Public Works Department.

15.1.1 Mandatory Overtime for Employees in Unit K1 and K2: Except as otherwise provided in Section 15.2 (Compensatory Time), when an employee in Representation Unit K1 or K2 is directed to work in excess of his or her basic work week, the employee shall be paid at the rate of one-and-one-half (1½) times the employee's regular rate of pay. Based on the needs of the work unit, the manager may offer the employee being directed to work overtime the option of earning Compensatory time in lieu of overtime pay, subject to the maximum accumulation requirement in Section 15.2 (Compensatory Time).

15.2 Compensatory Time

Compensatory time off may be earned in lieu of overtime pay at the rate of one and one-half (1½) hours for each overtime hour worked up to a maximum of sixty (60) hours of such compensatory time.

Accumulation of compensatory time off in excess of sixty (60) hours may be allowed at the discretion of the Department Head. Utilization of compensatory time 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. As used herein, sixty (60) hours is equal to ninety (90) hours of time off work. In the event of layoff or termination, the employee shall be compensated for all compensatory time accrued but still unused.

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.

Employees who have an accrued compensatory time bank shall be permitted, at the employee's option, to use such compensatory time in lieu of vacation time for any scheduled vacation days.

15.3 Payment Upon Termination

In the event that an employee resigns or is terminated, the employee shall be entitled to compensation for his or her accumulated overtime.

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15.4 Work Week

For the purpose of computing overtime, the workweek shall be defined as beginning at 12:01 a.m. Sunday morning and ending at 12:00 midnight Saturday.

15.5 Emergency Overtime

Employees who are called from their living quarters for emergency work or duty on days other than normal work days or on normal work days outside of their regular work hours shall be paid emergency overtime compensation for actual time worked; provided, however, that in any case of emergency overtime as herein provided the minimum time for which such overtime compensation shall be paid shall be three (3) hours; and provided, further, that if such overtime work is performed prior to the beginning of the regularly scheduled work period and such overtime continues into such regularly scheduled work period without a break in service, compensation shall be paid only for the actual time worked. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance. This provision shall expire effective the first full pay period in July 2025.

Effective the first full pay period in July 2025, employees who are called from their living quarters for emergency work or duty on days other than normal work days or on normal work days outside of their regular work hours shall be paid emergency overtime compensation for actual time worked; provided, however, that in any case of emergency overtime as herein provided the minimum time for which such overtime compensation shall be paid shall be four (4) hours; and provided, further, that if such overtime work is performed prior to the beginning of the regularly scheduled work period and such overtime continues into such regularly scheduled work period without a break in service, compensation shall be paid only for the actual time worked. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

In the event that the employee on scheduled standby is not called, and another employee has been called to perform the emergency overtime assignment, both the employee who performed the assignment and the employee on scheduled standby status will receive the minimum overtime compensation as provided in Section 15.5.

15.6 Natural Disaster/Declared Emergency

If an emergency is declared by the City, county, state or national authority:

15.6.1 If an employee is called outside of normal working hours, the employee gets time and one half (1½) the normal rate of pay for the first whole shift regardless of the number of hours worked. If the employee is not called from home the regular rules apply (i.e., overtime for hours worked above eight in a day).

15.6.2 Thereafter: the first eight hours at regular rate and 7½% for hours worked between 5:00 p.m. and midnight; 10% for hours worked from midnight to 7:00 a.m. For hours greater than eight in a shift, the employee gets time and one-half (1½) the normal rate of pay but no shift differential on those hours above eight.

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15.6.3 There will be no reduction in the number of hours in the regular work week schedule (either 32 for employees working a 37.5 hour work week or 40).

15.7 Clerical Unit Overtime and Scheduling

15.7.1 The parties recognize that employees may be required to work overtime from time to time and that employees may have personal constraints that limit the ability of the employee to work overtime.

15.7.2 The City will notify Clerical unit employees at least 5 days in advance of the need to work overtime. However, the parties acknowledge that there may be unforeseen, unpredictable circumstances which arise in which the City is unable to provide 5-day advance notice of the need for overtime. In such case the City will provide as much notice as possible of the needed overtime. The City will seek volunteers to perform the work. If no volunteers are available, overtime may be mandated based on the needs of the work.

15.7.3 The City will use flexible scheduling in the work unit to ensure coverage with the intent to limit overtime. The City shall solicit input from staff on flexible scheduling to set a schedule that works best for the employees and meets the needs of the division/department.

SECTION 16: PREMIUM PAY**16.1 Shift Differential**

16.1.1 **Swing Shift:** Employees who regularly work a full shift of eight (8) hours or more on swing shift as defined in Section 14.4.2 (Types of Shifts), which includes four (4) hours or more between the hours of 5:00 p.m. and 12:00 midnight, shall be paid their regular salary plus seven and one-half percent (7½%) of their monthly salary per month.

16.1.2 **Night Shift:** Employees who regularly work a full shift of eight (8) hours or more on night shift as defined in Section 14.4.2 (Types of Shifts), which includes four (4) hours or more between the hours of 12:00 midnight and 7:00 a.m., shall be paid their regular salary plus ten (10) percent of their monthly salary per month provided, however, that in the case of any such employee who is regularly assigned to such night-shift work for less than an entire work week, the additional payment shall be made only for the portion of the work week worked on the night-shift assignment.

16.1.3 **Mechanical Sweeper Operator Shifts:** Employees in the classification of Mechanical Sweeper Operator (Job Code 63090) who regularly work a combination of a "swing" and "night" shifts, which shifts include eight (8) hours or more and further include four (4) hours or more between either the hours of 5:00 p.m. and 12:00 midnight (swing shift), or the hours of 12:00 midnight and 7:00 a.m. (night shift), shall be paid in addition to their regular salary, ten percent (10%) of their regular salary for those periods said employees work a combination of "swing" and "night" shifts.

16.2 Standby - Units D

Except as provided below, employees in Unit D who are assigned to standby service shall be paid for such service an amount equal to ten (10) hours work during each week that they are assigned to such standby services at an overtime rate based upon their regular monthly salaries. For the purposes of this Section, week shall mean the seven (7) consecutive calendar days following assignment to standby service. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

Standby service shall mean being available for service outside of regular working hours at any time when called. If an employee assigned to standby service is not available when called or is unable or fails for any reason to perform the service when called, the employee shall not receive the standby pay provided for herein. Employees absent from work on vacation leave, compensatory time or sick leave will not be eligible to be assigned to Standby service. The Department can, in its discretion, assign standby service for employees absent from work on a prior approved vacation or compensatory time leave provided the employee commits in writing that they are available for standby service.

The standby pay provided for herein is a minimum guarantee to an employee assigned to standby service. An employee assigned to standby duty shall receive ten (10) hours of overtime compensation in addition to any overtime worked while on standby. However, if an employee assigned to standby duty becomes ill or experiences a serious unforeseen emergency during the week when the employee is assigned standby duty, the ten (10) hours of overtime compensation shall be reduced on a pro rata basis. An employee who is required to backfill less than seven (7) consecutive calendar days in the event that

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another employee who was assigned to standby service is unable to perform, shall receive a pro rata share of the ten (10) hours of overtime compensation.

Whenever backfill becomes needed, employees will be offered emergency overtime in order of seniority. If no employee accepts, the department will seek volunteers. If no employee volunteers, emergency overtime will be assigned in reverse order of seniority.

The City shall provide the standby employee with a vehicle. Said employee shall be responsible for taking all reasonable steps to insure the safety of the tools and equipment on that vehicle. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

Scheduled Overtime during Standby: The employee who is on scheduled standby status may perform scheduled overtime tasks on a voluntary basis. The standby premium shall not be pro-rated. If an emergency call occurs during the time that the employee is performing scheduled overtime tasks that call shall be paid at the time and one-half rate and not at the call back rate set forth in Section 15.5. If other employees are concurrently performing scheduled overtime tasks, the Director of Public Works may, at his or her discretion, assign the work to employees present within the City performing the scheduled overtime tasks at the regular overtime rate of pay.

16.3 Standby - Units K-1 and K-2

With respect to employees in Units K-1 and K-2 only, the City agrees to arrange for standby compensation prior to any requirement that employees be assigned standby duty.

16.4 Emergency Standby – Unit J; Unit D Parking Enforcement Officers and Unit D Parking Enforcement Supervisors

Employees in Unit J and Unit D Parking Enforcement Officers and Unit D Parking Enforcement Supervisors who are assigned to Emergency Standby service by the department shall be paid or given compensatory time off for being placed on Standby status as follows:

16.4.1 An employee in Unit J; and Unit D Parking Enforcement Officer and Unit D Parking Enforcement Supervisor who is placed on Standby service by the department on his or her regular scheduled work day shall be paid for a minimum of one hour and at a one-quarter time rate (i.e., 0.25 multiplied by the hourly rate and multiplied by the number of hours placed on Standby status).

16.4.2 An employee in Unit J as well Unit D Parking Enforcement Officer and Unit D Parking Enforcement Supervisor who is placed on Standby service by the department on his or her regularly scheduled day off shall be paid for a minimum of two (2) hours at a one-quarter time rate (i.e., 0.25 multiplied by the hourly rate and multiplied by the number of hours placed on Standby status).

16.4.3 An employee in Unit J as well as a Parking Enforcement Officer and Parking Enforcement Supervisor in Unit D who is placed on Standby service as provided for in 16.4.1 and 16.4.2 above, is required to be available for service outside of regular working hours at any time when called and during the period of time as specifically assigned by the supervisor. If an employee assigned to Emergency Standby service is not available when called, is unable to respond, or fails for any reason to report for duty when called, the employee shall not receive the Emergency Standby pay provided for herein. In no

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case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the department head or his/her designee approves in advance.

16.5 Zero Waste Premium Pay

In the event the City permanently reduces and/or reallocates Zero Waste residential and commercial curbside collection routes such that the total number of routes is less than 27, only those Zero Waste employees working on routes that result in an increase in the number of stops shall be paid a 2.5% premium. At the time that the number of Zero Waste residential and commercial curbside collection routes is at or exceeds 27, no Zero Waste employee shall be entitled to the 2.5% premium provided for in this section.

Employees working a residential and collection curbside route as a second route or on overtime will not receive the 2.5% premium provided for in this section.

When Zero Waste proposes to reduce and/or reallocate residential and commercial curbside collection routes such that the total number of routes is less than 27, the City and SEIU will attempt to meet four (4) months prior to the effective date of implementing residential and commercial curbside collection route changes in order to confirm the number of affected employees that will receive the 2.5% premium.

SECTION 17: SPECIAL ASSIGNMENT PAY**17.1 Bilingual Premium Pay**

17.1.1 An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, routinely and consistently as part of his or her regular job assignment as determined by the City will receive a Bilingual Premium Pay Differential of 5%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 5% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

17.1.2 An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, when either a) assigned by management, or b) at the request of the employee with the supervisor's agreement, or, c) after a job audit and who must utilize these skills on an occasional basis will receive a Bilingual Premium Pay Differential of 2%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 2% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

17.1.3 The bilingual premium will not be applicable under any circumstances except to an employee who possesses second language competency. Management reserves the right to test for second language appropriate competency prior to a Bilingual Premium Pay Differential.

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17.1.4 The City may designate an employee to receive either the 5% or 2% Bilingual Premium Pay Differential on a temporary basis for a specified period provided the employee met the requirements contained in the first or second paragraph of this Section.

17.2 Mental Health Clinics Differential

Employees in Unit K-1 or K-2 who are regularly assigned to work in Mental Health Programs, in direct contact with clinic patients, shall receive a five percent (5%) differential. This Mental Health Clinics Differential will be reported to CalPERS as Hazard Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.3 Summer Youth Supervision Differential

Employees who supervise two or more Summer Youth or Court Assignees shall receive a five percent (5%) differential. This Summer Youth Supervision Differential will be reported to CalPERS as Lead Worker/Supervisor Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.4 Construction Equipment Operators Differential

Construction Equipment Operators shall receive a seven and one-half percent (7½%) differential for hours worked operating the D-8, the Tracked Front End Loader, the Low Boy Tractor Trailer and grader effective January 1, 1991. This Construction Equipment Operators Differential will be reported to CalPERS as Heavy/Special Equipment Operator Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.5 Training

17.5.1 Training Differential: Employees assigned in writing by the department head and approved by the Director of Human Resources as qualified trainers or instructors for specific specialized skills (identified by departments in consultation with Human Resources) shall be compensated for hours actually worked training at five percent (5%) differential. This Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.5.2 Public Safety Dispatcher Police Desk Training Premium: Employees in the classification of Public Safety Dispatcher II and assigned in writing by the Chief of Police of his or her designee and approved by the Director of Human Resources as qualified trainers or instructors for specific specialized skills on the Police Desk shall be compensated for hours actually worked training at ten percent (10%) differential. This Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.6 Sewer Work Pay

Streets and Sanitation Division personnel assigned through annual designation to sewer work (any work in the sewer involving installing, repairing, rodding, and jetting) shall be paid a premium of

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ninety cents (\$0.90) per hour which premium shall be added to and considered a part of their pay. Personnel assigned intermittently to sewer work during regular duty hours shall be paid ninety cents (\$0.90) per hour premium pay for each regular hour worked that day for a minimum of eight (8) hours. Personnel assigned intermittently to sewer work during overtime shall be paid at time and one-half times the sewer premium pay. This Sewer Work Pay will be reported to CalPERS as Sewer Crew Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635. This provision shall expire effective the first full pay period in July 2025.

Effective the first full pay period in July 2025, Streets and Sanitation Division personnel assigned through annual designation to sewer work (any work in the sewer involving installing, repairing, rodding, and jetting) shall be paid a premium of \$1.25 per hour which premium shall be added to and considered a part of their pay. Personnel assigned intermittently to sewer work during regular duty hours shall be paid \$1.25 per hour premium pay for each regular hour worked that day for a minimum of eight (8) hours. Personnel assigned intermittently to sewer work during overtime shall be paid at time and one-half times the sewer premium pay. This Sewer Work Pay will be reported to CalPERS as Sewer Crew Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.7 Parking Enforcement Training

The City to pay 5% differential to Parking Enforcement Representative assigned to train new employees in lieu of Supervisor and Assistant Supervisor. This Parking Enforcement Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.8 Smog Technician License Premium Differential

Employees in the classifications of Mechanic, Mechanic Supervisor or Service Technician who obtain and maintain a valid California Basic Area Smog Technician License issued by the Bureau of Automotive Repair shall receive a 2% differential to normal base salary. This Smog Technician License Premium Differential will be reported to CalPERS as Mechanic Premium Educational Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.9 Special Response Team

An employee in Representation Unit J who is assigned as an active member of the Special Response Team (SRT) shall receive a five percent (5%) salary differential when involved in an active SRT incident. If an employee is assigned as a member of the SRT while on regular duty and not while on overtime, those hours worked as a SRT member on regular duty shall be reported to CalPERS as Hazard Premium Pay.

17.10 Longevity Pay

Effective, the first full pay period after Union ratification and approval of the successor contract by the Council on its Regular Agenda, employees completing nineteen (19) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twentieth (20) 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. This provision shall expire effective the first full pay period in July 2026.

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Effective, the first full pay period in July 2026, employees completing fourteen (14) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the fifteenth (15) 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.

17.11 Roll Off Container Truck

An employee in the classification of Solid Waste Truck Driver who is assigned to operate the Roll Off Container Truck in the Solid Waste Division of the Public Works Department shall receive a differential of \$45 per month. This Roll Off Container Truck Differential will be reported to CalPERS as Heavy/Special Equipment Operator Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635. This provision shall expire effective the first full pay period in July 2025.

Effective the first full pay period in July 2025, an employee in the classification of Solid Waste Truck Driver who is assigned to operate the Roll Off Container Truck in the Solid Waste Division of the Public Works Department shall receive a differential of \$100 per month. This Roll Off Container Truck Differential will be reported to CalPERS as Heavy/Special Equipment Operator Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.12 Handling of Narcotics Evidence in the Police Department Property Room

A Community Service Officer and Community Service Officer Supervisor assigned to the handling of Police records of narcotics evidence in the Police Department Property Room will receive a differential of three percent (3%). This differential will be reported to CalPERS as Police Records Assignment Premium Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.13 Special Class Commercial Driver’s License Premium

Employees required to possess and maintain a valid California Class B Commercial Driver’s License as a condition of employment shall receive a three percent (3%) differential to base pay. Employees assigned by the department to drive a tractor trailer vehicle or serving in the classification of Construction Equipment Operator, shall receive a five percent (5%) differential to base pay if they are required to possess and maintain a valid California Class A Commercial Driver’s License as a condition of employment. This differential shall be reported to CalPERS as Special Class Driver’s License Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.14 Emergency Medical Dispatching

In the event Berkeley takes responsibility for emergency medical dispatching, the City and the Union agree to meet and confer over impacts on current terms and conditions of employment.

17.15 Commercial and Residential Route Refuse Collector Premium

Effective June 19, 2016, employees in the classification of Solid Waste Worker assigned to a Commercial or Residential Collection Route in the Zero Waste Division of the Public Works Department shall receive

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a two percent (2%) differential when assigned and performing duties on a Commercial or Residential Collection Route. Effective June 18, 2017, the differential shall be increased by an additional two percent (2%), for a total of four percent (4%). This Commercial and Residential Route Refuse Collector Premium will be reported to CalPERS as Refuse Collector Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635. This provision shall expire effective the first full pay period in July 2025.

Effective the first full pay period in July 2025, the differential for performing duties on a Commercial or Residential collection route shall cease and the 4% shall be included in the step(s) for the Solid Waste Worker classification. (See exhibit B)

17.16 Hazardous Substance Special Assignment Pay

Employees assigned to a Citywide coordinated response to perform clean up services of established encampments shall receive a three percent (3%) salary differential to base pay for actual hours worked. Employees shall be entitled to the 3% differential for actual hours worked upon: (1) employee being reassigned from their normal duties and (2) employees will only be assigned to perform clean-up coordinated through the City Manager's office or authorized department head. The employee will be notified that the work qualifies for this 3% differential prior to the work being performed.

17.17 311 Differential

Effective the first full pay period in July 2025, employees in units K-1 and K-2 assigned to work in the 311 Customer Service Division shall receive a 5% differential. This differential will be reported to CalPERS as special assignment pay. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

17.18 Mail Services Aide Classification Specification Update

Effective the first full pay period after Union ratification, Council approval on its regular agenda, and approval by the Personnel Board, the classification of Mail Services Aide will be retitled to Mail and Courier Service Aide and the classification specification will be updated to include additional duties and responsibilities. In recognition of the expanded duties to include pickup and delivery of a variety of non-mail materials and items, a 3.5% increase shall be added to the steps of the new classification.

17.19 K1 & K2 One Time Lump Sum

Effective the first full pay period in July 2024, a one-time taxable transportation subsidy of \$1,750 for employees in units K1 or K2 who are on payroll as of July 1, 2024, are ineligible for telework, and report to the worksite for the entirety of their 40-hour work schedule (including via 4/10 and 9/80 schedules).

The Union and the City will schedule two separate meetings prior to December 31, 2024 dedicated to discussions of telework, hybrid work, and on-site work.

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SECTION 18: ZERO WASTE**18.1 Assumed Work Day**

The City and the Union agree to continue the practice of the Assumed Work Day for employees in the Solid Waste Division of the Public Works Department assigned to residential and commercial collection routes and to Tractor Trailer Drivers assigned to transport solid waste to the landfill. For the purpose of this Agreement, an Assumed Work Day means an employee is assumed to have worked a shift of at least eight hours regardless of actual hours worked when assigned to residential and commercial collection routes or to a Tractor Trailer Driver assigned to transport solid waste to the landfill.

For employees assigned to an Assumed Work Day schedule, the following conditions apply with respect to compensation:

18.1.1 Overtime will be paid at one and one-half (1½) times the normal hourly rate for all hours worked over 40 in a week. For the purposes of this Section, the 40 hour work week includes all hours in a paid status except as provided in paragraph 4 below.

18.1.2 Overtime will also be paid for all hours worked on another regularly assigned residential or commercial collection route or different assignment on completion of the route assigned at the beginning of the shift. The rate of such compensation shall be determined by calculations made pursuant to the Fair Labor Standards Act (FLSA) and specifically 29 C.F.R. Section 778.312(a)(1).

18.1.3 If an employee is required to work on a Holiday as provided in Section 20.1.1 through 20.1.13 of this Agreement, the employee shall be compensated for overtime as provided in paragraphs 1 and 2 of this Section, and shall be compensated at the Holiday overtime rates set forth in Section 20.4 of this Agreement.

18.1.4 Those employees who are not regularly assigned to an Assumed Work Day schedule and who are given a temporary assignment to an Assumed Work Day schedule on a given day will be compensated on an Assumed Work Day basis as provided in this Section provided that at least 50% of the Assumed Work Day assignment has not been completed on a residential or commercial collection route or any trip to the landfill after the second daily trip.

18.2 Zero Waste Route Bid

A Route Bid to determine Zero Waste Division collection route assignments will be conducted on a yearly or as needed basis due to the needs of the work unit. The parties acknowledge that if significant operational changes are occurring, for the purpose of maintaining continuity of service, the Route Bid may be delayed. Employees in a paid status at the time the Route Bid is issued may bid on a collection route in the Zero Waste Division.

A Route Bid Selection Criteria may include, but is not limited to the following:

- a) Seniority in Class
- b) Date of Hire (Drivers only)
- c) Attendance
- d) Safety Record

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The parties agree to meet and confer over the impacts on route assignment as a result of either an elimination or creation of routes.

Details pertaining to how the Zero Waste Collection Route Bid is conducted are contained in Zero Waste Division Route Bid Selection Standard Operating Procedures regarding route bid selection.

18.3 Zero Waste Vacation Scheduling

Zero Waste shall designate an annual vacation schedule as outlined in the Zero Waste Division Standard Operating Procedures.

18.4 Solid Waste Worker / Driver Check-Off

Employees hired into the classification of Solid Waste Worker shall be provided with behind the wheel truck driver training within 180 days of appointment to the career classification.

18.5 Truck Driver Safety

Any driver who believes his or her truck is unsafe to operate shall immediately cease driving and notify his or her immediate supervisor. The driver shall be reassigned to another truck while his or her truck is out of service for safety reasons. The truck taken out of service for safety reasons, shall not be driven until cleared by the mechanic on duty. If the employee disagrees with the City's clearance of the truck for safety reasons and is directed to operate it, the employee or the Union on behalf of the employee may request a meeting with the City's Safety Officer or his or her designee within 24-hours of the directive. At the employee's request, such meeting may include the employee's Union representative.

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LEAVES

SECTION 19: VACATION

19.1 Eligibility

All benefitted employees shall be entitled to vacation leave subject to the provisions of this section.

19.2 Scheduling

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. Wherever practical, employees working in the same classifications within a division shall be given preference of vacation time by seniority. 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 such employee to take the deferred vacation during the following year.

With advance supervisory approval, vacations may be in increments of one (1) hour.

19.3 Accrual

The vacation accrual rate shall be as follows:

Years of Service	Authorized Annual Vacation (in work weeks)	Vacation Leave Credits (in workdays per month of svc.)	Vacation Leave Credits (in hours earned per month of svc.)
Through the first three years of service	2	0.833	6.667
Fourth through eleventh years of service	3	1.25	10
Twelfth through seventeenth years of service	4	1.667	13.333
Eighteenth through twenty-fourth years of service	5	2.083	16.667
Twenty-fifth year of service and each year thereafter	6	2.5	20

19.4 Eligibility - First Two (2) Years

Each employee, during that portion of the calendar year in which the employee was originally appointed and during that next succeeding calendar year, shall be entitled to vacation leave credits at the rate of .833 work days for each calendar month of service. Each such employee shall be entitled to take, during these two (2) calendar years, only such annual vacation leave as the employee earns.

After two (2) years of service, employees may request, and upon approval, to take up to a maximum of two (2) weeks of their annual vacation, in advance of actual earning. Approval of requests for advance vacation shall be solely at the discretion of management.

19.5 Eligibility - Effects of Part-Time and Interrupted 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 two (2), three (3), four (4), five (5) and six (6) weeks' rate.

19.5.1 Employees working on an intermittent or part-time basis who have worked half-time or more in the preceding calendar year without termination of employment, shall be entitled to a prorated vacation leave based upon the actual years of service with the City and upon the actual amount of time worked in the preceding calendar year.

19.5.2 For the purpose of computing length of service in determining eligibility for vacation at the two (2), three (3), four (4), five (5) or six (6) weeks' rate, time spent on extended military leave shall be counted as time spent in the service of the City.

19.6 Holidays during Scheduled Vacation

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.

19.7 Maximum Accumulation

Employees may defer vacation earned to a maximum cumulative total of eight (8) weeks. An employee who has attained maximum accumulation may be required to take all excess earned vacation or receive pay in lieu thereof at the option of the City. Not later than October 1 of each year, the City will advise employees who have attained a maximum accumulation of vacation whether such excess earned vacation must be scheduled as time off prior to the end of the year. Such time off shall be scheduled in accordance with the provision of Section 19.2 (Scheduling).

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 Agreement. 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 Agreement, 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 Agreement to schedule a vacation to be taken before the last pay period in February of each year of this Agreement, the City has the authority to direct the employee to go on vacation leave to reduce the employee's accrued vacation.

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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 not more than 320 hours.

19.8 Effect of Military Leave or Break In Service

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, vacation shall be as provided in this Section 19.

19.9 Payment / Reimbursement Upon Termination or Extended Leave

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 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 taken in excess of vacation leave credits, as the case may be.

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 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 employee's normal hourly rate at date of termination, extended military leave or other extended leave of absence without pay, and multiplied by the number of vacation hours accrued but not used.

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 leave 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 Section 19 and receive a lump sum payment for the balance of vacation leave credits, if any. Notwithstanding the foregoing, accumulated but unused vacation credit at the time of retirement shall be paid off in a lump sum.

SECTION 20: HOLIDAYS

20.1 Recognized Holidays

Recognized holidays for employees in Representation Units D, J, K-1, and K-2 shall be:

- 20.1.1 New Year's Day
- 20.1.2 Martin Luther King, Jr.'s Birthday (3rd Monday of January)
- 20.1.3 Lincoln's Birthday
- 20.1.4 Washington's Birthday - observed on the 3rd Monday in February
- 20.1.5 Cesar Chavez' Birthday – observed on the last Monday in March of each year
- 20.1.6 Malcolm X's Birthday - observed on the Monday or Friday nearest May 19
- 20.1.7 Memorial Day
- 20.1.8 Juneteenth National Independence Day - observed on the Monday or Friday, nearest to June 19
- 20.1.9 Independence Day
- 20.1.10 Labor Day - observed on the first Monday in September
- 20.1.11 Indigenous Peoples' Day - observed on the second Monday in October
- 20.1.12 Veterans Day
- 20.1.13 Thanksgiving Day
- 20.1.14 The day after Thanksgiving Day
- 20.1.15 Christmas Day

20.2 Paid Status

In order to be eligible for holiday pay, an employee must be on paid leave status on his or her regularly scheduled workday before the holiday.

20.3 Floating Holidays

Effective January 1, 1988, employees shall be granted three (3) floating holidays each calendar year.

Employees in the competitive service who have worked for the City six (6) months or more shall be granted three (3) floating holidays each calendar year. In the first calendar year of employment, employees shall be granted pro rata floating holidays as follows: Hired January 1 through April 30 – 3 days; hired May 1 through August 31 - 2 days; hired September 1 through December 31 - 1 day. Employees may take floating holidays in one-hour increments.

20.4 Effects of Work Week

Employees whose workweek 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. The procedure for allowing holidays for employees whose workweek is other than Monday through Friday shall be established by the City Manager.

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20.5 Compensation for Holiday Work

An employee required to work on any day which is a holiday for employees whose work week is Monday through Friday shall be paid for the number of hours worked during such day at the rate of one and one-half (1½) times the straight-time rate, based upon the employee's regular monthly salary, or shall be granted compensatory time off in an amount equal to one and one-half (1½) times the number of hours worked on such holiday. Any employee who works on Christmas Day or Thanksgiving Day shall be paid double time for that day. 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 is also overtime, as provided in Section 15 of this Agreement, payment will be made for the hours worked either as overtime under said Section 15, or as holiday pay under this Section 20, but will not be made under both Sections.

SECTION 21: SICK LEAVE**21.1 Eligibility**

Any employee shall be entitled to take sick leave with full pay in case of employee illness during the employee's own incapacity due to illness or injury; employee treatment or examination during the time needed by the employee to undergo medical or dental treatment or examination; for care of a family member for diagnosis, care or treatment of a health condition of, or preventative care for the employee's family member; for a specified purpose when the employee is a victim of domestic violence, sexual assault, or stalking in accordance with the provisions of Sections 21.2 (Accrual) to 21.6 (Family Sick Leave), inclusive.

21.2 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 this Section 21, a month of service shall mean thirty (30) consecutive calendar days in the case of employees working on full-time or part-time basis, and shall mean 173 hours of work in the case of employees working on an intermittent basis.

21.3 Use - Part-Time and Intermittent Employees

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.

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.

21.4 Accumulation / Cancellation / Restoration / Payout

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21.4.1 Such sick leave as provided in Section 21.2, when not used shall be cumulative; but the accumulated unused period of sick leave shall not exceed two hundred (200) working days, regardless of the length of service. When the maximum of two hundred (200) working days has been reached, and there after part of said maximum has been used, the used part of said maximum may subsequently be replenished at the applicable rate provided in Section 21.2.

21.4.2 Except as otherwise provided below, all accumulated sick leave shall be canceled when an employee terminates or is terminated, except that employees retiring or voluntarily terminating with a vested pension and at least twenty (20) and not more than twenty-eight (28) years of service shall be entitled to receive payment at retirement or termination with a vested pension of thirty eight percent (38%) accumulated unused sick leave days, but not in any case more than thirty eight percent (38%) of the two hundred (200) day maximum accumulation. Employees who voluntarily separate from service with a vested pension and at least twenty-eight (28) years of benefited City of Berkeley service shall be entitled to receive payment in an amount equal to 50% of their accrued sick leave days up to a maximum of two hundred unused sick leave days. The employee may choose to convert unused sick leave to retirement credit as provided by CalPERS in Government Code Section 20965.

The City has established an Internal Revenue Code Section 401(a) plan and trust agreement to address the liquidation of sick leave at time of retirement and has received a Determination Letter and a Private Letter Ruling on the plan and trust agreement. This provides 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.

21.4.3 Any employee retiring on permanent disability arising out of and incurred in the course and scope of their employment with the City shall be entitled to receive payment at retirement for thirty eight percent (38) of accumulated unused sick leave days, but not, in any event, more than thirty eight percent (38%) of the two hundred (200) day maximum accumulation. Employees retiring on permanent disability arising out of and incurred in the course and scope of their employment with the City with at least twenty-eight years of benefited service shall be entitled to receive payment in an amount equal to 50% of their accrued sick leave days up to a maximum of two hundred unused sick leave days.

21.4.4 Employees who regularly work one-half ($\frac{1}{2}$) time or more and who have attained the two hundred (200) day maximum sick leave accumulation shall be entitled to receive payment for one-third ($\frac{1}{3}$) of the first twelve (12) days of sick leave days, or if earning sick leave at the rate of two working days for each month of service, one-third ($\frac{1}{3}$) 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 no later than January 22nd of the following year. Such payment shall be made at the employee's salary rate in effect on the preceding December 31st and shall be made only in units of whole days and will not be made for any fraction of a day. However, the liquidation of accrued sick leave at time of retirement as provided in Section 21.4.2 will not result in a payout of accumulation of sick leave as provided in this Section.

21.4.5 Accumulated sick leave which has been canceled by reason of an employee's layoff in accordance with Section 44 shall be credited back to such employee if the employee returns to City employment within three (3) years of such layoff.

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21.5 Purpose / Definitions

Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be allowed only in case of sickness or disability or in the case of serious illness within the immediate family of the employee, or for any other qualifying reason pursuant to applicable local or state law.

21.6 Family Sick Leave

Not more than fifteen (15) working days (120 hours) 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:

child (defined as biological, adopted, or foster child, stepchild, legal ward, child of domestic partner, or a child to whom the employee stands in place of a parent, regardless of age or dependency status);

parent (defined as a biological, foster, or adoptive parent, step parent, parent-in-law, a legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child);

employee's spouse or domestic partner;

grandparent, grandchild, or sibling of the employee or the employee's spouse or domestic partner;

niece or nephew residing in the employee's household;

designated person (defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship). The designated person may be identified by the employee at the time the employee requests leave. Employees are limited to one designated person per twelve (12) month period.

21.7 Bonus for Unused Sick Leave

For every six (6) months of perfect sick leave attendance, the employee will receive eight (8) hours of bonus time. This bonus time will be prorated for part-time employees. Such bonus time can be used for any leave purpose covered by this Agreement. Such bonus time shall be counted as vacation leave credits for purposes of determining eligibility for carry-over and liquidation at time of termination of employment. Such crediting shall occur no later than 45 working days after having been earned.

21.8 Injury Incurred In Outside Employment

No sick leave shall be allowed for time off for an injury incurred while working for another employer, provided that such injury is covered by the Workers' Compensation laws of the State of California, or other provision for payment for time off because of such injury is made by such other employer. In the event such injury is not covered by the Workers' Compensation laws of the State of California, and no other provision for payment for time off because of such injury is made by such other employer, sick leave in accordance with the provisions of this Section shall be allowed only if such outside employment has been approved by the City.

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21.9 Notice Required

If the need for sick leave is planned or foreseeable, the employee shall provide reasonable advanced notice to their Department Head or designee prior to the time set for beginning their daily duties. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. The employee will make every reasonable attempt to directly contact their designated supervisor within one hour of beginning of shift.

21.10 Absenteeism / Sick Leave Abuse

The City may establish a reasonable program for the control of abuse of sick leave and absenteeism, subject to Union review and comment.

21.11 Calculations

All sick leave shall be calculated upon actual paid hours. This provision shall go into effect upon implementation of necessary data processing changes.

21.12 Voluntary Leave Exchange for Catastrophic Illness:

21.12.1 Recovery Time Transfer is that system whereby an employee grants time from earned compensatory or vacation 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 their 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 be credited to the recipient at the donor's rate of pay. Recovery Transfer Time will not be used for industrial injuries or illnesses. The use or receipt of 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. The City may transfer an employee receiving Recovery Transfer Time into another position in the same classification.

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

- a. 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.
- b. An employee may donate compensatory time off and/or vacation leave time; or
- c. An employee may donate up to forty (40) hours of sick leave per calendar year and be charged hour per hour for each hour of sick leave donated; or,
- d. After the first forty (40) hours of sick leave are donated, an employee may donate sick leave but the employee will be charged two hours of sick leave for each hour of sick leave donated for use as Recovery Transfer Time.

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SECTION 22: WORKERS' COMPENSATION

Workers' Compensation payments shall commence according to law. Payments under the Workers' Compensation law for temporary disability, or a recurrence thereof, arising out of and in the course of employment, shall from the date of injury (DOI) be paid for a period not to exceed 365 days at a maximum payment of the employee's pre-disability pay for up to five (5) years from the DOI, but shall not exclude any salary adjustment 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. Temporary disability payments plus the moneys paid under the City's salary continuation program shall be equivalent to the employee's regular pre-disability pay. However, salary continuation payments above the statutorily required temporary disability payments shall not be reported by the City to CalPERS as compensation. In determining the employee's pre-disability pay the City may use either pre-disability net or gross pay based on administrative capabilities. This decision shall be applied uniformly and is not intended to reduce salary continuation benefits below those in effect under the prior Agreement.

22.1 Salary Continuation Benefit

New Accepted Claim with Overlapping Previously Accepted Injury - Where an Employee sustains a subsequent industrial injury as part of a new accepted workers' compensation claim that includes a previously accepted body part in the same five (5) year period, Employee shall be entitled to a period of time not to exceed 183 days of Salary Continuation Benefits.

New Accepted Claim with No Overlapping Previously Accepted Injury - Where an Employee sustains another industrial injury resulting in a new accepted workers' compensation claim within the same five (5) year period that does not include a previously accepted body part, the Employee's new accepted claim shall be entitled to a period of time not to exceed 365 days of the Salary Continuation Benefit.

New Accepted Claim for Same Previously Accepted Injury after Five (5) Years - Where an Employee sustains an industrial injury to a previously claimed body part after five (5) years from the initial Date of Injury, the Employee shall be entitled to a new period of time not to exceed 365 days of the Salary Continuation Benefit. In effect, after five (5) years from the initial Date of Injury, the benefit resets with respect to a previously claimed body part.

Workers' Compensation Medical Appointments and Salary Continuation - For the purposes of the Salary Continuation Benefit, effective January 1, 2019, the City shall calculate absences from work to attend medical appointments for the treatment of an accepted industrial injury in one (1) hour increments for the purposes of running against the maximum 365 days of Salary Continuation.

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SECTION 23: STATE DISABILITY INSURANCE

State Disability Insurance Integration: Any employee who is absent due to personal illness for more than seven (7) days (or for any period of time if hospitalized) may apply for State Disability Insurance benefits. Application forms shall be available from Human Resources.

The City shall integrate the employee's pay with the employee's State Disability benefits upon receipt of the "Notice of State Disability Claim Filed" in the following way:

23.1 The City will determine the weekly State Disability Insurance benefit amount based on the amount of wages earned with the City of Berkeley in the State Disability Insurance base period.

23.2 Where employee has accrued sick leave, the weekly benefit will be subtracted from the employee's normal weekly wage and the amount necessary to bring the total of State Disability plus wages to 100% will be deducted from the sick leave and paid on normal City payroll.

23.3 When employee receives State Disability Insurance check, he or she will contact payroll if the amount of the benefit is anything other than the maximum amount and payroll will make up the difference from sick leave, vacation, or comp time if the employee has any accrued to use for this purpose.

Any employee entitled to State Disability Insurance shall receive in addition thereto such portion of his or her accumulated sick leave as will meet but not exceed, the standard earnings of the employee for his or her normal work week, up to a maximum of five (5) days.

23.4 An Employee may integrate his/her vacation or comp time with State Disability Insurance as set forth above. If an employee wishes to exercise this option, he/she must notify the City prior to exhausting his/her sick leave integration.

SECTION 24: BEREAVEMENT LEAVE

In the case of death within the immediate family of an employee such employee shall be entitled to remain absent from duty in order to grieve the passing of a loved one, for a period not exceeding five (5) working days. Three (3) working days shall be with pay. Two (2) working days shall be unpaid except that an employee may use available, accrued sick leave, vacation, or compensatory time, for two (2) working days or in the case of a funeral or memorial service conducted out of the State of California, all five (5) working days shall be with pay. Bereavement leave need not be taken in consecutive days but shall be taken within three (3) months of the death of the family member. The immediate family of an employee, for the purpose of this Section, shall be defined as a spouse or domestic partner, parent, parent-in-law or parent of domestic partner, step parent, sibling, child, child of domestic partner, step child, foster child, grandparent parent-in law, sibling-in-law child-in-law and grandchildren, aunts and uncles, or any other person sharing the relationship of in loco parentis.

In order to be eligible for Bereavement Leave as noted above, employees are required to complete and submit the City of Berkeley Bereavement Leave Statement as provided in the City policy. Employees shall not be required to provide an obituary.

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Leave of absence with pay because of death in an employee's immediate family is allowed solely for the purpose of participating in the grieving process, and such leave shall not be charged against vacation or sick leave which an employee may be entitled to, but shall be in addition thereto. An employee may use vacation, sick leave or compensatory time for the two (2) unpaid working days of leave under this section.

In special cases, with the approval of the Department Head, the City Manager may grant a death leave to allow an employee to attend funeral or memorial services because of the death of a person not included within the definition of the immediate family.

SECTION 25: 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 26: PARENTAL LEAVE

A continuous leave of up to one year will be granted to any employee with one (2,080 hours) or more years of employment with the City (or equivalent in the case of part-time employees) upon the birth of a child or the adoption of a child who is five (5) years or younger, providing that:

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

26.2 approved parental leave shall not be deducted from the Seniority Service Date, and

26.3 to be eligible to exercise their rights under this Section, employees must provide thirty (30) working days' notice prior to the anticipated commencement date of the parental leave, when possible.

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 on vacation during the leave. In the event both parents are employed by the City, nothing in the Personnel Rules and Regulations 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 (except sick leave) are exhausted, the City agrees to maintain life and health insurance coverage for the duration of the approved parental leave, subject to any regular participation requirement of the employee. Thereafter the City agrees to continue coverage for the employee at the employee's expense.

SECTION 27: LEAVE OF ABSENCE WITHOUT PAY**27.1 Request**

Upon request of the employee, a Department Head may grant a leave of absence to an employee within his/her department without pay for a period not to exceed fifteen (15) working days. No leave without pay shall be granted for more than fifteen (15) working days, except upon the written request of an employee and approval of the City Manager or designee. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for discharge. Employees shall, when possible, return to their original position upon return from an approved leave without pay.

27.2 Union Training Leave

27.2.1 A union training leave without pay shall be granted at the request of an employee and the Union for the purpose of attending a training course sponsored by the Union. The maximum duration of such leave shall no exceed two (2) consecutive payroll periods in a calendar year. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for discharge.

27.2.2 Conditional upon prior approval and upon receipt of certification of completion, the City shall reimburse an employee who is an elected official or steward of the Union for up to one half of his/her time spent in such training at the employee's permanent rate of pay, not to exceed twenty hours of paid leave in a calendar year.

27.2.3 Time spent by Union officials in retreats provided for in Section 6.5 (Official Attendance at Meetings) of this Agreement shall be counted toward the above 20 hour limit but may not be subject to the provision for payment of only half of the total time.

27.3 Eligibility

No leave of absence shall be granted to any employee until the employee has utilized all accrued vacation time and any other time owed to the employee, except sick leave.

If the absence without leave is due to reasons for which the employee would be eligible for sick leave, then all sick leave must be exhausted first as well.

SECTION 28: 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. Employees are required to submit a written proof of jury duty service issued by the court in order to receive payment for Jury Duty Leave. 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 based on the operational needs of the department. 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

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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.

28.1 Court Time

The City will guarantee a minimum of four (4) hours pay for every court appearance required by an employee in the conduct of official City of Berkeley job duties on the employee's scheduled day off and four (4) hours minimum if on a workday but outside scheduled working hours. In addition, employees assigned to court phone standby in the conduct of official City of Berkeley job duties will be compensated by earning recovery time as follows: Duty day, outside of scheduled working hours, one hour minimum recovery time and hour for hour thereafter. Day off, two hour minimum recovery time and hour for hour thereafter.

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HEALTH AND WELFARE BENEFITS

SECTION 29: HOSPITAL-MEDICAL AND DENTAL COVERAGE

29.1 Health Insurance

The City agrees to extend all medical and dental benefit coverages to dependents of City employees up to the date of their 26th birthday.

29.1.1 The City shall pay for the cost of health insurance coverage for employees who have such coverage under any group health insurance plan authorized by the City Council. 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.

29.1.2 The maximum amount the City shall be required to pay for medical insurance premiums shall be the applicable Kaiser S-1 Plan rate (i.e., single party, two party, or family), regardless of the City sponsored health plan selected by the employee.

29.1.3 For employees in a probationary or career benefited status as of January 1, 2003, the City will continue to pay 100% of the health care premium costs (employee and any dependents) for the health plan the employee is enrolled in as of this date as long as the employee remains employed in the bargaining unit. After January 1, 2003, if the employee transfers health coverage to a different health plan, the employee will assume responsibility for paying the difference, if any, between the Kaiser monthly premium rate (i.e., single party, two party, or family) and the plan chosen by the employee from that date forward. For these employees who were grandfathered under this section 29.1.3, effective April 1, 2016, the City will continue to pay 100% of the health care premium costs (employee and any dependents) for the Sutter Health Plus HMO plan as long as the employee remains employed in the bargaining unit. As stipulated above, if the employee transfers from Sutter Health Plus HMO to a different health plan, the employee will assume responsibility for paying the difference, if any, between the Kaiser monthly premium rate (i.e., single party; two-party; or family) and the plan chosen by the employee from that date forward.

29.1.4 **Medical Plan for Part-Time Employees:** Effective July 1, 2011, 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.

Meet and Confer: The Parties agree to meet and confer commencing no sooner than January 1, 2017. This negotiation shall be on methods to contain or reduce the City's health benefit costs and/or preventing that the City be required to pay any penalties associated with the Excise Tax, including but not limited to a new and/or replacement health plan. This meet and confer process will be subject to normal rules of collective bargaining, including applicable impasse, strike or lock-out procedures.

29.2 Dental Insurance

The City shall provide a dental care program for employees.

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Effective January 1, 1995, benefits provided under the Dental Program shall be increased to an annual limit of \$2,000 for dental work and a lifetime limit of \$2,000 for orthodontics. The co-insurance rate shall be ninety percent (90%). 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.

29.2.1 Dental Plan for Part-Time Employees: Effective July 1, 2011, the City will pay 75% of the cost of the dental 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 dental plan which is fully paid for full-time employees for those part-time employees who work 30 or more hours per week.

29.3 Part-time Employees

Part-time employees who work 30 or more hours per week will receive 100% of the cost of the medical plan which is fully paid for full-time employees; for those part-time employees who work 20-29 hours per week, the City will pay 75% of the cost of the medical plan which is fully paid for full-time employees.

29.4 Flexible Spending Account

The City has established an Internal Revenue Code Section 125 Flexible Spending Account that allows an employee to elect pre-tax deductions from salary for the purpose of paying allowable medical expenses.

29.5 New Providers

The City shall make reasonable efforts when contracting with any new providers for hospital and medical plans to contract with those providers which provide coverage for all dependents residing in the employee's household.

29.6 Medical and Dental Benefits

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.

29.7 Discipline and Treatment

The union may request, where merited, on a case by case basis, that pending disciplinary action be held in abeyance pending successful completion of a treatment program by the employee, and thereafter as long as the employee maintains a positive performance and participates in an ongoing recovery program.

29.8 Health Insurance In-Lieu Payment Effective January 1, 2016

Effective January 1, 2016, for employees who show proof of alternate medical coverage, the City will compensate the employee \$576 per month, prorated for less than full time benefitted employees. In order to comply with FLSA laws, health insurance in-lieu payments shall be paid over twenty-six (26) equal biweekly installments.

SECTION 30: GROUP LIFE INSURANCE

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The City shall continue to provide group life insurance, by a carrier of the City's choice, for each employee in the amount of \$25,000 with a standard accidental death and dismemberment provision of a like amount. In addition, employees may purchase additional life insurance in increments of \$10,000 up to a maximum of \$300,000 at a rate offered by the City's insurance carrier and subject to any medical exam as required by the insurance carrier.

SECTION 31: 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 of the retiree medical plan.

The City will begin to provide the retiree medical coverage set forth in this Section on July 1, 2000. An employee's entitlement to any and all benefits provided by the City under this retiree medical coverage plan are subject to the funding limitations set forth in subsection 31.9 (City Funding of Retiree Health Benefits).

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

Employees who retire on or after July 5, 2015, shall be permitted, at their discretion, to enroll in non-City sponsored health plans. After Council approval of the successor Memorandum of Understanding, the City shall amend the Retiree Health Premium Assistance Plan VI (For Service Employees International Union, Local 1021 Maintenance and Clerical Chapters) as soon as practicable to allow enrollment in non-City sponsored health plans. In the event a retiree elects to enroll in a non-City sponsored health plan, the City shall make medical insurance premium payments directly to the health insurance provider in an amount equal to what the City would contribute to the City sponsored health plan. 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. The City will only make payments through its third party administrator to provide medical insurance premium payments for an individual plan and will not make payments for a group plan. The retiree and/or surviving spouse or domestic partner that enroll in non-City sponsored health plans shall be solely responsible for paying the administrative set up fee, the monthly administrative fee, and/or any other fees established by the third party administrator, and said fees will be deducted directly from the retiree's monthly contribution. No cash payments will be paid directly to the retiree and/or the retiree's spouse/domestic partner. 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 VI to allow eligible retirees who retired prior to July 5, 2015 to enroll in a non-City sponsored health plan.

31.2 Eligibility

An employee is eligible for the retiree health insurance coverage set forth in subsection 31.3 (Pre Age 65 Retiree Health Insurance) below if he/she meets all the following criteria:

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- 31.2.1 retires on or after July 1, 2000,
- 31.2.2 is vested with CalPERS,
- 31.2.3 has at least eight (8) years of CalPERS qualifying service with the City,
- 31.2.4 is at least age 55.

31.3 Pre Age 65 Retiree Health Insurance

Beginning July 1, 2000, the City shall make available health insurance coverage to the employee and his/her spouse or domestic partner. The City will pay on the employee’s behalf no more than \$181.56 per month for an employee electing single party health coverage and no more than \$363.12 per month for an employee electing two-party 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/she has elected for retiree medical coverage. If during the term of this Agreement, 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, 2001. Thereafter, any increase in the amount contributed by the City will occur on July 1 each year thereafter.

31.3.1 The parties agree that within 45 days of the implementation of the successor MOU, the City will request an actuarial analysis limited to the Union’s proposal as follows on July 1, 2022:

Effective 7/1/2022 through the end of the contract, the City shall contribute an additional \$200.00 toward both single and two-party rate. This enhanced retiree incentive shall continue until Section 31.4 become applicable.

Upon receipt of the actuary, the parties agree to meet and confer over the Union's proposal to impasse.

31.4 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/her eligibility for the retiree medical benefits set forth in subsection 31.3 (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 \$17.65 per month on the employee's behalf for single party health insurance coverage and no more than \$35.32 per month for two party health coverage.

31.5 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.

31.6 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 subsection 31.3 (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/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/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.

31.7 Employees Retiring between June 28, 1998 and June 25, 2000

Employees retiring from City service between June 28, 1998 and June 25, 2000 will be eligible for the retiree medical benefits provided in this Section if they meet all of the eligibility criteria set forth in subsection 31.2 (Eligibility) and after their retirement from City service maintain continuous enrollment in a group health plan from the date of the employee's retirement until June 25, 2000. The employee shall be responsible for paying 100% of the monthly health plan premium from the date of the employee's retirement until June 25, 2000. Failure on the part of employee or surviving spouse to pay premiums and maintain continuous group health care coverage through June 25, 2000 will result in the employee forfeiting his/her eligibility for the retiree medical benefits provided in this Section and will relieve the City of any further obligation to provide benefits under this Section.

31.8 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 subsection 31.3 (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/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/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/her spouse or domestic partner.

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31.9 City Funding of Retiree Health Benefit

City contributions to the retiree medical benefit will begin on June 26, 2000. Funding of this benefit will be set aside in a trust to be established by the City.

Effective with the 1998-2002 Memorandum Agreement, the retiree medical benefit was funded by a charge of 0.50% of payroll in the third and fourth years of that Agreement, so that contributions are at 1% of the payroll in the fourth year of that Agreement. 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% after 30 years. The funding will be ongoing to maintain a 70% funding level thereafter.

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 two to three years 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 1% of the payroll for all miscellaneous employees 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 1% of the payroll for miscellaneous employees. In the event that there are insufficient funds in the trust to cover all retirees' monthly health premiums, the City and the Union agree to meet and confer regarding the City's distribution of its 1% contribution.

TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 32: PROBATIONARY PERIOD

32.1 Length

Original and promotional appointments from employment lists shall be tentative and subject to a probationary period of six (6) months (and a minimum of 1,040 hours) actual work exclusive of all leave and light duty and shall be completed within a one (1) year period. However, time spent on workers' compensation leave or on modified duty 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.

In recognition of the safety and training requirements of several non-sworn paraprofessional classifications in the Police Department, the probationary period for those classifications is as follows:

32.1.1 For the classification of Community Service Officer, the probationary period shall be nine (9) months (and a minimum of 1,560 hours).

32.1.2 Employees who are hired in either the classification of Public Safety Dispatcher I or Public Safety Dispatcher II fifteen (15) months (and a minimum of 2,600 hours).

32.1.3 The hours counted for Community Service Officer probation will be for actual service exclusive of all leave and light duty completed within eighteen (18) months.

32.1.4 The hours counted for Public Safety Dispatcher I and Public Safety Dispatcher II probation will be for actual service exclusive of all leave and light duty completed within twenty-four (24) months.

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. No provision of this Section shall be interpreted to preclude the City from establishing new classifications which may require a probationary period of more than six (6) months.

32.2 Effect of Provisional Appointment

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.

32.3 Completion

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. 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 or designee that the employee be rejected.

Probationary employees may request periodic conferences with their supervisors regarding the adequacy of their performance.

32.4 Rejection

During the probationary period, an employee may be rejected at any time without right of appeal or hearing in any manner. 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 39.

SECTION 33: TRANSFER

33.1 General

A transfer may be made at any time by the City Manager when a demonstrated need exists. Transfer shall not be used to effect a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided elsewhere in this Agreement. 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.

33.2 Units D and J

With respect to Units D and J only, in the event a Department Head determines to make a selection for a permanent vacancy from a transfer list existing for the same classification, the senior employee on the transfer list shall be selected.

33.3 Transfer – Solid Waste

The City will offer test skills training for any Solid Waste Worker so requesting on their own time in order to increase their ability to compete for positions such as Laborer.

SECTION 34: PROMOTION

34.1 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 promotional list established. In line with this, the City shall consider advancing career employees to vacancies in promotional positions before considering hiring temporary workers from outside the City service. Consistent with City of Berkeley Personnel Rules, each candidate for promotion must be either a permanent employee in the competitive service or a 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 to which that classification is assigned.

34.2 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 an 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

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his or her on-the-job development potential, as stated above. In promotional appointments where the minimum qualifications have been waived, the probationary period will be one year to allow the employee time to demonstrate development of the necessary job knowledge and skills.

34.3 If, in the opinion of the City Manager, the best interests of the service can be served by an open, competitive examination instead of closed, promotional examination, and if there is not already a promotional list for the higher position, which list has not been abolished and 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 eligible list.

34.4 Interview of City Employee

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

34.5 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.

34.6 If the City elects to give an open, competitive examination for a promotional position, the City shall establish two (2) lists. List A shall be a Promotional List, and shall rank successful candidates who are presently City of Berkeley career employees. List B shall rank all successful candidates who are not presently career employees. The City shall seriously consider all candidates on List A before hiring from List B.

34.7 Step Increase

If any employee is entitled to a step increase and receives a promotion within one month of the increase, said employee is to be placed at the second higher step.

SECTION 35: DEMOTION

35.1 The City Manager may demote an employee who so requests it, or whose ability to perform required duties falls below standard. 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.

35.2 Notice of the demotion shall be given the employee no later than two (2) weeks prior to the effective date of demotion and a copy of said notice shall be filed with the Director of Human Resources. Any employee who has been demoted shall be entitled to receive a written statement of the reason for such action.

35.3 An employee with permanent status who is demoted shall assume permanent status in the class to which the employee is demoted.

35.4 Upon request of the employee, demotion may be made to a vacant position as a substitution for layoff. In such cases the employee shall be restored to his or her former position without further

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examination whenever such position is again to be filled in accordance with the reemployment provisions in Section 45.

SECTION 36: SUSPENSION

36.1 The City Manager may suspend an employee from his/her position for disciplinary purposes based on just cause. Suspension without pay shall not exceed twenty (20) working days, nor shall any employee be penalized by suspension for more than twenty (20) working days in any fiscal year. Any employee to be suspended shall be entitled to receive a written statement of the reasons for such action.

36.2 A Department Head may suspend an employee for disciplinary purposes based on just cause for not more than three (3) working days for any one offense. Such suspension shall be reported immediately to the City Manager.

36.3 Immediate Suspension

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.

SECTION 37: DISCHARGE

An employee may be discharged at any time by the City Manager, but if the probationary period has been completed, then such discharge must be for cause. Any employee who has been discharged shall be entitled to receive written statement of the reasons for such action.

SECTION 38: 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 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 39: REINSTATEMENT

A permanent or probationary employee who has resigned with a good record may be reinstated within two (2) 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 two (2) years.

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An employee who is reinstated under this Section who has completed probation in the classification to which the employee is being reinstated shall not serve a probationary period on reinstatement. An employee who is reinstated under this Section who has not completed probation in the classification to which the employee is being reinstated shall be required to serve a new probationary period on reinstatement. The duration of the probationary period determined by the classification and the provisions of Section 32 of this Agreement.

GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

SECTION 40: GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

40.1 Definitions

For purposes of this section of this Agreement, the following definitions shall apply:

40.1.1 Grievance: A Grievance is any complaint of a member of the bargaining unit involving the interpretation, application, alleged violation, or any other matter of this Agreement or within the scope of representation of the Union.

40.1.2 Administrative Complaint: An Administrative Complaint is a grievance filed by a grievant or the Union specifically regarding payment of compensation or the interpretation and application of contract provisions and past practices, or allegations of past practice.

40.1.3 Discrimination Complaint: A Discrimination Complaint is a grievance filed by a grievant or the Union regarding a violation of Section 3 of this Agreement.

40.1.4 Grievant: A Grievant may be any member of the bargaining unit covered by the terms of this Agreement, or the grievant may designate the Union to act on his or her behalf or the Union itself may file a grievance on behalf of a member or group of members.

40.1.5 Disciplinary Action: The recommendation of or implementation by an employee's supervisor or Department Director related to the suspension, demotion, salary reduction or discharge of an employee covered by this Agreement.

40.1.6 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, salary reduction or discharge other than when such action is taken during the formal probationary period for that employee.

40.1.7 Salary Reduction: Salary Reduction is the reduction of an employee's base compensation to a lower salary step within the employee's current salary range for a specified period of time.

40.1.8 Suspension: Suspension is the temporary removal of an employee from his or her duties without pay.

40.1.9 Grievance Appeal Officer: Appeals of grievances will be heard by the City Manager for general City operations, the Library Board of Trustees for Library employees may designate the Director of Library Services as the Appeals Officer and the Executive Director of the Rent Board for Rent Board employees. The City Manager may designate a Grievance Appeal Officer in his/her stead.

40.1.10 Union: The term Union used throughout this procedure shall include by reference the bargaining unit itself and the appropriate Chapter President and Chief Steward who may be representing an employee engaged in this Grievance and Disciplinary Appeal Procedure.

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40.1.11 **Day:** A day is defined herein as any day in the calendar year on which the City of Berkeley is regularly open and providing full administrative services to the public.

40.1.12 **Written Reprimand:** In the event that an employee receives a written reprimand, the Union or the employee may request a meeting with the supervisor to discuss the reprimand. Such meeting shall occur within fifteen (15) days of the request. The employee may write a rebuttal to any written reprimand within thirty (30) calendar days of receiving the written reprimand or the meeting and such rebuttal will be placed in the Personnel File along with the written reprimand.

40.2 Grievance Procedure

Initial Filing Period: Formal written grievances must be filed at Step 1 of the grievance procedure within thirty (30) days of the date the incident occurred or within thirty (30) days of the date the grievant or the Union reasonably should have had knowledge of the matter.

40.2.1 **Informal Process: Complaints Filed With -** An employee or Union who believes that s/he/it has a grievance shall discuss the grievance informally with the applicable immediate non-bargaining unit supervisor. If this is not possible due to the absence of this supervisor, the employee or his/her Union may discuss the grievance informally with the applicable Division Manager.

a. **Filing Period:** Such informal grievances shall be verbally brought to the attention of either the immediate non-bargaining unit supervisor or, if unavailable, with the Division Manager within a reasonable period of time of the incident generating the grievance. (NOTE: In order to comply with formal grievance procedures, refer to Section 40.2, "Initial Filing Period", for absolute filing deadlines and time frames for formal grievances.)

b. **Process:** The grievant shall be entitled to a personal conference with and an informal decision by, either the relevant supervisor or Division Manager within ten (10) days of making the request for an informal meeting. This informal decision terminates the informal process unless mutually agreed upon by employee, supervisor/manager and Union to extend informal discussions.

40.2.2 **Formal Process: STEP 1 – First-Level Manager: Complaints Filed With -** If the grievant is not satisfied with the results of the informal process, the grievant may file a formal written grievance following the conclusion of the informal conference process. Such written grievance shall be presented to the applicable Division Manager with a copy to the Department Director and the Union.

a. **Interpretation of Agreement and Past Practice:** Questions regarding the interpretation of the Agreement or allegations of violations of Past Practice shall initially be filed in writing with the Director of Human Resources of the City.

b. **Compensation:** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources of the City.

c. **EEO:** All complaints concerning discrimination or other Section 3 matters shall be initially filed in writing with the Equal Employment Opportunity and Diversity Officer of the City. However, complaints alleging violation of any applicable laws pertaining to protected union activity will be filed with the Director of Human Resources of the City.

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40.2.3 **Filing Period:** This written grievance must be filed within ten (10) days following the conclusion of the informal conference process, except as follows:

a. **Compensation:** Administrative Complaints regarding issues concerning payment of compensation may be filed within 90 days of the last day of the alleged under or over compensation.

b. **EEO:** The allowed time for filing of a complaint under this Section shall be governed by the EEO Complaint Investigation and Resolution Procedure of the City of Berkeley's EEO/Affirmative Action Program (attached herein as Appendix B).

40.2.4 **Process:** The grievance must be presented in writing on a form provided by the City, and approved by the Union. The written statement shall be a clear, concise statement of the grievance including specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. Within ten (10) days of receiving the written grievance, the grievant shall be entitled to a personal conference with the Division Manager if requested. Other than issues of Contract Interpretation and Past Practices, Compensation or EEO, within ten (10) days, the Division Manager shall communicate a written decision to the grievant and the Union with a copy to the Director of Human Resources and the Department Director. Such action will terminate Step 1.

a. **Compensation:** In the case of issues of compensation, the Director of Human Resources or his/her designee shall respond in writing within thirty (30) days of receiving the written complaint. In such cases, no adjustment shall be retroactive for more than thirty (30) calendar days from the date upon which the complaint was filed or thirty (30) calendar days from the date when an employee and/or the Union may reasonably be expected to have learned of said claimed violation. Only complaints 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 Agreement which has resulted from the meeting and conferring process shall be considered.

Any other matters of compensation are to be resolved in the meeting and conferring process, and, if not detailed in the operative Agreement which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring is next opened for such discussion.

b. **EEO:** Discrimination complaints shall be processed in accordance with the EEO Complaint Investigation and Resolution Procedure of the City of Berkeley EEO/Affirmative Action Program (attached herein as Appendix B) except that:

i. 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;

ii. The Equal Employment Opportunity and Diversity Officer shall meet with and report to only the City Manager during the formal resolution process; and

iii. The City Manager shall make the final decision on the complaint which may be appealed by the Union to an impartial arbitrator within ten (10) days of receipt by the Union of the City Manager's decision. Such an appeal shall be processed in accordance with the above defined grievance

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procedure of this Agreement. The City shall promptly notify the Union of the filing of all formal complaints, as well as their acceptance or rejection.

The City Manager or his or her designee will notify the Union of a proposed decision on a formal complaint, and the reasons therefore, and upon a request within ten (10) days, shall meet with the Union prior to issuing a final decision.

If a grievance also alleges a violation of another Section of the contract in addition to Section 3, Section 40.2.2.3.2 shall apply only to that part of the grievance which alleges a violation of Section 3 unless otherwise mutually agreed.

Complaints challenging, disputing, or seeking to modify or change any policy component of the City's EEO/Affirmative Action Program, including but not limited to the assignment of responsibilities, workforce utilization analysis, and affirmative action goals and timetables, shall not be subject to the grievance/arbitration procedures of this Agreement. This in no way limits the right of the Union to grieve violations of the City's EEO/Affirmative Action Plan.

c. **Interpretation and Past Practice:** In the case of issues of interpretation of the Agreement, past practices, payment of compensation or violations of Section 3 of the Agreement (Discrimination, etc.), if the grievant is not satisfied, s/he may move the complaint directly to Step 3 of this grievance procedure.

40.2.3 Formal Process: STEP 2 – Department Director: *Complaints Filed With* - If the grievant is not satisfied with the results rendered in Step 1, the grievant may appeal the decision in writing to the applicable Department Director or his/her designee with a copy to the Union.

Contract Interpretation and Past Practice, Compensation and EEO complaints would go directly to Step 3 of this process. (NOTE: See Section 40.2.2.)

a. **Filing Period:** Such written appeal must be submitted to the Department Director or his/her designee within ten (10) days from the date the grievant received the decision of the Division Manager.

b. **Process:** The written appeal shall include a copy of the original grievance, a description of the informal process and results, the decision rendered at Step 1 and a clear, concise statement of the reasons for the appeal. Within ten (10) days of receiving the written grievance, the grievant shall be entitled to a personal conference with the Department Director or his/her designee if requested. Within ten (10) days of the personal conference, the Department Director or his/her designee shall communicate a written decision to the grievant and the union with a copy to the Director of Human Resources. Such action will terminate Step 2.

40.2.4 Formal Process: STEP 3 – Grievance Appeal Officer: *Complaints Filed With* - If the grievant is not satisfied with the results rendered in Step 2 for general grievances and Step 1 for issues of Contract Interpretation and Past Practice, Compensation or EEO, the grievant may appeal the decision in writing to the applicable Grievance Appeal Officer with a copy to the Department Director, the Director of Human Resources and the Union.

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a. **Filing Period:** Such written appeal must be submitted to the appropriate Grievance Appeal Officer within ten (10) days from the date the grievant received the decision rendered in Step 2.

b. **Process:** The written appeal shall include a copy of the original grievance, a description of the informal process and results, the decision rendered at Step 1 and 2 and a clear, concise statement of the reasons for the appeal. Within ten (10) days of receiving the written grievance, the grievant shall be entitled to a personal conference with the Grievance Appeal Officer or his/her designee if requested. Within ten (10) days of the personal conference, the Grievance Appeal Officer or his/her designee shall communicate a written decision to the grievant and the union with a copy to the Director of Human Resources and the Department Director. Such action will terminate Step 3.

40.2.5 Formal Process: STEP 4 – Arbitration: Complaints Filed With - If the Union is not satisfied with the results rendered in Step 3, the Union may require that the grievance be referred to an impartial arbitrator by notifying the applicable Grievance Appeal Officer.

a. **Filing Period:** Such notification of desire to go to arbitration must be filed in writing with the Grievance Appeal Officer within thirty (30) days of the conclusion of Step 3 with a copy to the Director of Human Resources. Provided further that the Union shall forward to the City the Union's portion of the California State Mediation and Conciliation Services (CSMCS) fee within sixty (60) days of receipt of the Grievance Appeal Officer's (City Manager) response. Failure by the Union to meet either the thirty (30) day or sixty (60) day deadline for both referral to Arbitration and payment of the CSMCS fee shall be deemed as a full and complete waiver by the Union to appeal the Grievance Appeal Officer (City Manager) decision to Arbitration and the City Manager decision shall be final and binding on all parties.

b. **Process:** The impartial arbitrator shall be selected from the California State Mediation and Conciliation Services (CSMCS) unless another party is mutually agreed upon. CSMCS will provide a list of five (5) arbitrators. The City and the Union will alternately strike a name until one remains. The remaining name will be the arbitrator. The cost of the arbitrator's decision shall be borne equally by the parties.

The arbitrator may hear testimony, receive written briefs, interview witnesses, and conduct any investigations she or he deems appropriate, and shall render a final and binding decision to the parties which will end the formal grievance process.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a deposition over which a formally recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as specified in this Section.

Proposals to add or to change the Agreement or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate the Agreement, nor any matter or subject arising out of or in connection with such proposal may be referred to arbitration under this Section; and neither any Arbitrator shall have the power to amend or modify or recommend amendment or modification of the Agreement, or any written agreements or addenda supplementary hereto or to establish or recommend establishment of any new terms and conditions of employment.

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

40.2.6 General Conditions of a Formal Grievance

a. **Union Representation:** The grievant shall be entitled upon request to representation by the Union at all levels of the grievance procedure. In situations where the Union has not been requested to represent the grievant, the City will not agree to a final resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given the opportunity to respond and state its view on the matter. The Union will be given ten (10) days in which to respond.

b. **Time Limits:** Failure by the Union to file or appeal a grievance within the time limits specified constitutes a dropping of the grievance. Failure by the City to respond by the specified times shall entitle the Union to move the matter to the next higher step of the grievance procedure. If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.

c. **Witnesses:** The City and/or the grievant may call witnesses.

d. **Release Time:** If an employee covered by this Agreement gives testimony in connection with the grievance procedure during working hours, the employee shall suffer no loss of pay. If the grievant's hearing is scheduled during working hours, the grievant shall suffer no loss of pay in order to present his or her grievance.

40.3 Disciplinary Appeals

40.3.1 **Union Representation:** An employee may request the presence of a Union steward during an interview with his or her supervisor when the employee reasonably believes the interview 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 steward in attendance, it becomes apparent that disciplinary action could result, either party may adjourn the interview until a steward can be present. The City commits itself to the application and enforcement of a uniform policy of progressive discipline.

40.3.2 **Sole Mechanism:** The provisions of this Section shall be the sole mechanism for resolving Disciplinary Appeals pertaining to suspensions, demotions, salary reductions and terminations and shall be processed in the following manner:

40.3.3 Disciplinary Process: STEP 1 – Department Director

a. **Review of Recommendation:** The Department Director must receive and review all departmental recommendations for suspension, reduction in salary or a termination. However, for employees of the Library, the Deputy Director of Library Services will have this responsibility.

b. **Period of Review and Process** The Department Director or his or her designee, or for Library employees the Deputy Director of Library Services, receiving a recommendation proposing a suspension, reduction in salary, or a termination shall hold a meeting with the employee and his or her

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Union representative to hear an appeal of the recommendation, or the affected employee may choose to make an appeal in written form. If the employee chooses to respond in written form, the Department Director may use his or her discretion on whether a personal conference is necessary.

If a personal conference must be held with the employee and his or her Union, the personal conference must be held within ten (10) days of receiving the recommendation from departmental staff or within ten days of receiving the written appeal from the employee whichever occurred later. The proposed action and the reasons therefore shall be discussed with the employee. The Department Director or his or her designee shall issue a decision sustaining, modifying or rejecting the discipline within ten (10) days after the completion of the personal conference with the affected employee, or if the employee chose to make an appeal in written form, receipt of the written appeal. This shall conclude Step 1 of the Disciplinary Appeal Procedure.

40.3.4 Disciplinary Process: STEP 2 – Appeal of the Decision

a. **Appeals Filed With:** If the employee or his or her Union is not satisfied with the decision in the case of suspensions of three days or less, or recommendation in the case of suspension of more than three (3) days, of the Department Director or his or her designee resulting from Step 1, the employee or the Union may require that the disciplinary appeal be referred to the City Manager who shall designate a Grievance Appeal Officer to hear the appeal and in the Library to the Board of Library Trustees who may designate the Director of Library Services as the Grievance Appeal Officer.

For Suspensions of Three Days or Less: If the employee or his or her Union do not appeal the decision of the Department Director or his or her designee resulting from Step 1, the disciplinary action shall be implemented in accordance with the provisions of Section 38 (Suspension) and the Disciplinary Appeal Procedure will end here.

For Disciplinary Action of Suspensions of Greater than three days or Discharge: If the employee or his or her Union do not appeal the recommendation of the Department Director or his or her designee resulting from Step 1, the disciplinary actions involving suspension greater than three days, salary reduction or discharge will be referred to the City Manager for review. The City Manager may review or modify the recommendation of the Department Director. If the City Manager does not modify the recommendation of the Department Director, the disciplinary action shall be implemented in accordance with the provisions of the Agreement and the Disciplinary Appeal Procedure will end here.

If the City Manager contemplates modification of the recommendation of the Department Director, the employee and the union will be notified in writing of their right to a disciplinary appeal meeting with the Grievance Appeal Officer. Such notice shall be issued within ten days of receipt of the Department Director recommendation. The Grievance Appeal Officer will hold a meeting and issue a decision issue as provided in Section 40.3.4.3 below.

b. **Filing Period:** Said appeal must be filed in writing within ten (10) days of the conclusion of Step 1 above; and must contain the originally recommended action, the written decision of the Department Director and all other correspondence exchanged from the start of the original recommended action and Step 1 activities.

c. **Process:** The Grievance Appeal Officer or his or her designee receiving an appeal

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of a proposed disciplinary action shall hold a meeting with the employee and his or her Union representative. The personal conference must be held with the employee and his/her Union within ten (10) days of receiving the written appeal. The Grievance Appeal Officer shall issue a written decision sustaining, modifying or rejecting the discipline within ten (10) days after the completion of the personal conference with the affected employee and/or the receipt of the written appeal. This shall conclude Step 2 of the Disciplinary Appeal Procedure. Any decision to suspend, implement a reduction in salary or terminate an employee will become effective at the conclusion of Step 2 of the Disciplinary Appeal Procedure.

40.3.5 Disciplinary Process: STEP 3 – Arbitration

a. **Appeals Filed With:** If the Union is not satisfied with the decision of the Grievance Appeal Officer or his or her designee resulting from Step 2, the Union may require that the disciplinary appeal be referred to an impartial arbitrator by notifying the City Manager, with a copy of the Director of Human Resources.

b. **Filing Period:** Said appeal must be filed in writing with the City Manager or his or her designee within thirty (30) days of the conclusion of Step 2 above. Provided further that the Union shall forward to the City the Union's portion of the California State Mediation and Conciliation Services (CSMCS) fee within sixty (60) days of receipt of the Grievance Appeal Officer's (City Manager) response. Failure by the Union to meet either the thirty (30) day or sixty (60) day deadline for both referral to Arbitration and payment of the CSMCS fee shall be deemed as a full and complete waiver by the Union to appeal the Grievance Appeal Officer (City Manager) decision to Arbitration and the City Manager decision shall be final and binding on all parties.

c. **Process:** The impartial arbitrator shall be selected from the California State Mediation and Conciliation Services (CSMCS) unless another party is mutually agreed upon. CSMCS will provide a list of five (5) arbitrators. The City and the grievant will alternately strike a name until one remains. The remaining name will be the arbitrator.

The arbitrator may hear testimony, receive written briefs, interview witnesses, and conduct any investigations she or he deems appropriate, and shall render a final and binding decision to the parties which will end the formal disciplinary appeal process.

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the employee (or his or her Union) and the City. Each party, however, shall bear the cost of its own presentations including preparation and post-hearing briefs, if any. Arbitrator decisions on matters properly before them which pertain to the disciplinary actions involving the suspension, demotion, pay reduction, or discharge of an employee shall be final and binding on both parties.

40.4 General Conditions for Disciplinary Appeals

The City commits itself to the application and enforcement of a uniform policy of progressive discipline.

40.4.1 **Union Representation:** The employee who is the recipient of the recommended discipline shall be entitled upon request to representation by the Union at all levels of the disciplinary appeal process.

40.4.2 **Time Limits:** Failure by the employee or the Union to file an appeal of the proposed discipline within the time limits specified constitutes a dropping of the disciplinary appeal. If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.

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40.4.3 **Witnesses:** The City and/or the appellant may call witnesses.

40.4.4 **Release Time:** If an employee covered by this Agreement gives testimony in connection with the disciplinary appeal procedure during working hours, the employee shall suffer no loss of pay. If the employee's appeal is scheduled during working hours, the employee shall suffer no loss of pay in order to present his or her appeal.

MISCELLANEOUS TERMS AND CONDITIONS

SECTION 41: GENERAL PROVISIONS

41.1 Personal Conduct

41.1.1 No employee shall accept appointment to the deputyship or assistantship of any County or State Office or position, or otherwise incur an obligation of civil public position, or otherwise incur an obligation of civil public service outside his/her regular municipal employment without first obtaining the recommendation of the head of his/her department and of the City Manager or designee.

41.1.2 No employee shall be disciplined for off-the-job activities which do not affect the performance of the employee.

41.1.3 Employees shall so arrange their personal financial affairs so that the demands of creditors and collection agencies shall not impose recurring burden upon the offices of the City Manager or designee, the Department Heads or the Director of Human Resources for the purpose of making collections.

41.1.4 Full-time City employees may not carry on concurrently with their public service any private business or undertaking, attention to which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the City government.

41.1.5 No official or employee who wears a badge or other official insignia as evidence of his/her authority and identity shall permit such badge or insignia to be used or worn by any other person of the same or another department, or otherwise to leave his/her possession, without approval by the head of his/her department. The Department Head shall not grant such approval except as to persons regularly and formally appointed by the City Manager or designee to the position designated by the badge or insignia.

41.2 Protective Clothing and Equipment

41.2.1 **Rain Gear** - The City will provide rain gear (which shall include hat, jacket, pants and boots) for employees in Representation Unit D and provide rain gear that includes rain jacket, rain pants, and a traffic safety reflective vest to Community Services Officers working in Crime Scene Investigation (CSI) assigned to work in inclement weather.

41.2.2 **Safety Shoes** - An annual allowance of two hundred dollars (\$200) shall be paid to employees specified in "Exhibit F" (Shoes, Tools and Uniforms) toward the purchase of safety shoes. This provision shall expire effective the first full pay period in July 2025.

Effective the first full pay period in July 2025, an annual allowance of three hundred dollars (\$300) shall be paid to employees specified in "Exhibit F" (Shoes, Tools and Uniforms) toward the purchase of safety shoes.

41.2.3 **Gloves** - Parking Meter Mechanics, Parking Meter Maintenance Workers, Tool Lending Specialists, and City Services Aides shall be furnished with appropriate work gloves.

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41.2.4 Ear Plugs and Face Shields - Employees who request earplugs will be furnished same. Machinery Operators will be provided with a face shield.

41.2.5 Coveralls: The City agrees to provide 3 changes of coveralls per week for sewer crew and construction crew.

41.2.6 Bulletproof Vests: Community Service Officers and Community Service Officer Supervisors and Animal Control Officers have the right to purchase bulletproof vests at their own expense at the City's wholesale cost.

41.2.7 VDT Glasses - The City shall provide glasses as medically required for operators of Video Display Terminals.

41.2.8 Clothing - The City will issue guidelines permitting safe substitution of pant/shirt combination for coveralls. There will be no cost to the employee. (Note: For example only, 4 pair coveralls and 3 pairs pant/shirts could be substituted for 7 pair coveralls. Applies only to employees qualifying under safety guidelines within Equipment Maintenance, Solid Waste and Streets and Sanitation divisions.)

41.3 Tools

Each employee regularly assigned to the classifications of Building Maintenance Mechanic, Building Maintenance Mechanic Trainee, Building Maintenance Supervisor, Mechanic Supervisor, Welder Mechanic, and Mechanic who is presently required to provide tools of the trade or other equipment will continue to do so but shall receive a flat annual tool replacement allowance of five hundred dollars (\$500) per year effective June 29, 2008.

Each employee regularly assigned to the classification of Parking Meter Mechanic or Senior Parking Mechanic shall receive a flat annual tool replacement allowance of two hundred fifty dollars (\$250) per year, and Service Technician and Container Maintenance Welder two hundred twenty dollars (\$220) per year, effective June 29, 2008.

These provisions shall expire effective the first full pay period in July 2025.

Effective the first full pay period in July, 2025, each employee regularly assigned to the classifications of Building Maintenance Mechanic, Building Maintenance Mechanic Trainee, Building Maintenance Supervisor, Mechanic Supervisor, Welder Mechanic, Service Technician and Mechanic who is presently required to provide tools of the trade or other equipment will continue to do so but shall receive a flat annual tool replacement allowance of seven hundred and fifty (\$750) per year.

Each employee regularly assigned to the classification of Parking Meter Mechanic or Senior Parking Mechanic shall receive a flat annual tool replacement allowance of two hundred fifty dollars (\$250) per year, and Container Maintenance Welder two hundred twenty dollars (\$220) per year.

Tool allowances shall be paid by August 1st of each calendar year.

The parties reconfirm that such payments constitute a tool replacement allowance.

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41.4 Training

41.4.1 The City agrees to develop and implement an employee development and training policy and program. Responsibility for developing and coordinating training programs for employees shall be assumed by the City. Such training programs may include lecture courses, demonstrations, assignment of reading matter or such other devices as may be available for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties. An Advisory Committee on Training shall be established by the City and shall include representation from the Union.

41.4.2 Participation in and successful completion of special training courses will be considered in making advancements and promotions. For training to qualify for consideration in advancements and promotion, the City will require one or all of the following: City approval of the class curriculum, evidence of successful completion of class, and proficiency testing. Evidence of such activity shall be filed with the Director of Human Resources by the Department Head.

41.4.3 The City shall reimburse all Equipment Maintenance employees for mileage and tuition expenses related for attendance at job-related courses. Provided that the employee must have prior authorization from his/her department head and the course has been approved by the City.

41.4.4 All parking enforcement officers shall be given training in the handling of difficult citizens. The City shall provide Customer Service training to all Parking Enforcement Officers within twelve (12) months of the execution of this agreement and as needed during the life of this agreement.

41.4.5 Training Program for Building Maintenance Mechanic Trainee Landscape Gardner Trainee, Forestry Climber Trainee, and Weighmaster Trainee to be limited to two (2) year up and out plan.

41.4.6 The City and the Union agree to establish a Joint Labor, Management and Community Committee by 120 days after the execution of this (2018 to 2020) agreement to review the creation of a program for community training and apprenticeships to build the capacity of Berkeley residents and make a joint recommendation to the City of Berkeley Cannabis Commission and City of Berkeley Commission on Labor.

41.5 Driver's Training

Public Works Department shall initiate a Driver's Training Program which shall include periodic refresher courses, for all employees required to operate a City vehicle. Upon successful completion of the Program, the City shall issue an Operator Certificate specifying which vehicles the employee is qualified to operate. After the Program is in full operation, continued provisional and permanent assignment to the operation of specific vehicles shall be contingent upon appropriate certification.

41.6 Safety

41.6.1 The City and the Union will make every effort to maintain workplaces free of health and safety hazards. No employee shall be required to perform work with unsafe equipment or in situations which can be injurious to their health or safety.

To achieve this goal the City shall appoint an industrial hygienist who will be responsible for the development, maintenance and continuity of the City's safety program with the advice and assistance of

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a City Safety Committee. The Committee will include two (2) members from the Union. Representatives to the City-wide Safety Committee shall meet for organizational purposes within one month of ratification of this agreement and every other month thereafter.

Members shall be advised of City Safety Committee meetings and their agendas in advance.

As assigned and scheduled the City Safety Committee members will be responsible for conducting workplace safety and health surveys to identify safety and health hazards at worksites.

The City departments and divisions as appropriate shall establish safety committees comprised of union representatives and supervisory personnel to develop written accident prevention programs which will include:

- a. worksite and work practice hazard inspection check lists for use by affected employees,
- b. a training program instructing employees in safe work practices plus specific instruction with regard to hazards unique to a particular job,
- c. scheduled periodic inspections to identify and correct unsafe conditions and work practices which are found,
- d. defining the responsibility of employees and management to follow safe work practices, to report hazards in the work area, and to comply with occupational safety and health standards applicable to their own actions, and
- e. provision of Material Safety Data Sheets in an appropriate place, easily accessible to affected employees, for all materials being used at a worksite.

41.6.3 The Public Works Safety Committee shall provide one (1) Union representative from each Division. The Parking Division Union representative may also attend the monthly Public Works Department Safety Committee meeting. Each committee shall meet at least once a month.

Employee members shall be advised of Committee meetings at least three (3) days in advance of meeting dates and shall be furnished with an agenda at such time. Employee members may have specific items placed on the agenda. Copies of minutes of each departmental meeting shall be distributed to members of the Committee.

The Occupational Health and Safety Coordinator and/or the Safety Committee shall have authority and obligation to inspect work locations and equipment in regard to safety and health considerations. The Safety Inspection Team shall consist of the Coordinator and two members of the Safety Committee to be chosen by the Coordinator. The Inspection Team may make written recommendations for safety and health improvement and the department shall give a written response as to corrective measures within fifteen (15) working days or sooner. The Occupational Health and Safety Coordinator and/or the Safety Committee shall determine when a situation requires response in less than the time limits specified herein.

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The Safety Committee shall have the authority to investigate and report on all substances currently being used by City employees and all proposed for use in the future.

41.6.4 The Police Department Officer Safety Committee shall include one Community Service Officer and one Parking Division representative chosen by the Union.

41.7 Use of Automobiles

The City Manager shall govern the use of City-owned automotive equipment and privately-owned automotive equipment by such rules and regulation as he or she may establish. The cash allowance will be equal to the amount established by the Internal Revenue Service, and will change as necessary to comply with IRS Standard Mileage Rate.

41.8 Sewer Crew Assignment

No employee of the Public Works Department below the level of Sewer Maintenance Assistant Supervisor shall be required to accept regular assignment to sewer crews in excess of one (1) continuous year; provided, however that these provisions shall not prevent assignment to sewer crews in emergencies as deemed necessary by the Department Head. The Union and the City shall as soon as possible arrange the implementation of the rotation system.

41.9 Annual Physical Examination

The City will provide one (1) physical examination (based on the City's specification as to scope of examination and examiner) each year to each employee in a classification categorized as a "high risk" classification. This exam is mandatory for all affected employees. The parties agree that the classification of Police Service Assistant is a "high risk" classification.

The City will provide annual T.B. screening test, at no cost to employees, who, in the course of their work are subject to health hazards. Such screening tests shall be on City time.

41.10 Subcontracting

For the purpose of preserving work and job opportunities for employees covered by this agreement, if the City intends to subcontract bargaining unit work, and such would result in the layoff of a permanent employee, the City will notify the Union in advance of such action, and upon written request, will meet and confer in accordance with the MMBA prior to subcontracting the work in an effort to find alternatives.

Each month, the City will provide the union with a copy of the "Proposal to Contract Work" report prepared for the City Council that lists proposals for contracting out work in excess of \$25,000. The report shall be provided to the Union at the same time the report is transmitted to the City Council. Information will include nature of project, the name of department requesting the work, and the budget code. Within five (5) working days of receipt of the information, the union may submit a written request to the Purchasing Manager. The City will provide a copy of the actual bid specifications within five (5) working days of the bid specifications being finalized and approved by the department issuing the contract, or of receipt of the written request, whichever applies.

Within ten (10) working days of receipt of the bid specifications, the Union may submit a written request to the Department Director or designee proposing to procure outside contractual services. The Department Director or designee will meet and discuss the scope of work being proposed to be

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performed by outside contractors before a Request for Proposal or Bid Specification is issued for competitive bid. Five days prior to the meeting, the union will provide a description of the issues and concerns it wishes to discuss at the meeting.

For work related to building maintenance estimated to cost less than \$25,000 per year and normally handled by the Facilities Maintenance Division, record or summaries of any such work contracted shall be made available to the Union on a monthly basis. In cases where the Union believes that work either subcontracted or given out for bid should be done by the bargaining unit, it may request a meeting with the City. The Department Director or designee will meet with the Union to discuss the scope of work. Five (5) days prior to the meeting the Union will provide a description of the issues and concerns it wishes to discuss at the meeting.

41.10.1 No Subcontracting of Janitorial Services: The City agrees that for the term of this Agreement, it will not contract out any janitorial services currently being performed by employees represented by SEIU Local 1021. Notwithstanding the foregoing, it is understood by the parties that the City currently contracts out janitorial services at several different City locations, and the parties agree that this Agreement does not affect the City's ability to renew and/or continue to contract out janitorial services that the City currently has contracted out. Further, the parties agree that this provision does not affect the City's managerial discretion to determine whether to fill a vacancy that may arise during the term of this Agreement

41.11 Commuter Check Subsidy Benefits

Upon request, the City shall provide a Commuter check subsidy valued at twenty dollars (\$20) per month to an employee for transit, biking, or van pool. Commuter check subsidies are only intended for use by the employee while employed with the City of Berkeley and may expire due to inactivity.

41.12 Recreation Coordinators

41.12.1 There shall be scheduled monthly meetings of Recreation Coordinators and their District Supervisors. Appropriate subjects of discussion shall include planning of events and current budget status. Recreation Coordinator shall receive up to two (2) days per year administrative leave for the purpose of attending classes and conferences.

41.12.2 Recreation Coordinators will receive two (2) weeks advance notice of changes in their regular work schedules except for schedule changes due to emergencies, sick leave and vacation.

41.13 Community Service Officer Work Assignments

Property Clerks shall be selected from among Community Service Officer Supervisors on the basis of qualifications. When qualifications of applicants are substantially equal, seniority and other job related criteria will be the deciding factors.

41.14 Uniforms

41.14.1 Employees in "Exhibit F" (Shoes, Tools and Uniforms – Annual Uniform Allowance) shall receive a uniform allowance of \$1,400 per year. Payment of such annual uniform allowances noted above shall be paid in twenty-six (26) equal bi-weekly installments, in accordance with California Government Code Section 20636. The amount the City contributes toward the uniform allowance is

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subject to federal and state income tax withholding. This provision shall expire effective the first full pay period in July 2025.

Effective the first full pay period in July 2025, \$1500 shall be paid to employees in “Exhibit F” (Shoes, Tools and Uniforms – Annual Uniform Allowance) toward the purchase of uniforms. Payment of such annual uniform allowances noted above shall be paid in twenty-six (26) equal bi-weekly installments, in accordance with California Government Code Section 20636. The amount the City contributes toward the uniform allowance is subject to federal and state income tax withholding.

41.14.2 Community Service Officer, and Community Service Officer Supervisor uniforms shall be blue.

41.14.3 Employees are to pay the full cost of maintenance of their uniforms.

41.14.4 Animal Control Officers shall be provided with a set of coveralls for performance of duties when necessary.

41.14.5 **Special Response Team Tactical Uniform:** Effective June 17, 2018, Unit J employees covered by this MA and assigned to the Police Department Special Response Team (SRT) shall be eligible for a one-time reimbursement of up to seven hundred dollars (\$700.00) towards the purchase of the following SRT uniform: Two (2) shirts (1- long and 1-short sleeve, including necessary embroidery and patches); 2 pairs of BDU pants; 1 pair all-weather shoes; 1-all-weather 3-in-1 coat; 1-outdoor head set.

Employees shall be required to submit a reimbursement request, along with receipts verifying the purchase of the SRT uniform within sixty (60) days of purchase. Reimbursements will be paid in accordance with the City’s reimbursement procedures.

41.15 Video Display Equipment

41.15.1 **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 practicable to design the flow of work to avoid long, uninterrupted use of video display equipment by City employees.

41.15.2 **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:

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

41.15.2.2. to voluntary trading of positions where both parties are competent to perform the new assignments;

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

41.15.3. **Screening:** The City will develop a visual screening and education program effective July 1, 1988 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 years.

41.16 Introduction of New Technology

The Union shall be given reasonable advance notice of the introduction of new equipment or new processes which may result in the layoff of employees in the bargaining unit. Thereafter, the City and the Union shall meet for the purpose of discussing means of mitigating the impact of the introduction of said equipment upon affected employees. The City shall provide counseling to any displaced employee and shall assist the employee in securing training opportunities which may qualify him/her to be employed in another position with the City. The City shall train employees required to operate such new equipment.

41.17 Assignments for Temporarily Disabled Employees

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

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

b. The assignment shall be within the City of Berkeley and may include hours and days of work other than the employee's regular assignment, at no loss of pay.

41.17.2 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/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 Director of Human Resources. 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.

41.17.3 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 three (3) months in duration.

41.18 Part-Time Employment - Unit K-1

The Human Resources Department shall maintain a list of career employees in Unit K-1 who are interested in part-time career employment (20 hours or more). The lists shall be maintained by classification and the requests for less than full-time work shall be handled in the same manner as requests for transfer and reinstatement. Employees shall be certified by classification to departments

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with a vacancy and shall be considered for part-time employment on the same basis as employees requesting transfer or reinstatement.

41.19 Annual Performance Evaluation

The City and the Union shall conduct a joint study of the annual performance evaluation process and make recommendations to the City Manager.

Annual performance evaluations shall be conducted by the employee's immediate supervisor and reviewed by additional levels of supervision. Each employee may make written comments on the evaluation which shall be made part of the employee's personnel records.

Prior to annual evaluation, the supervisor must have observed the employee's performance for at least three (3) months in that evaluation period. If extended leave or other circumstances prevent three (3) months observation, the performance evaluation shall be postponed until this minimum time has elapsed. In special circumstances of relief or rotating employees who regularly do not work consecutive periods of over three (3) months with the same supervisor, the evaluation shall be completed as regularly due with the primary supervisors providing a joint evaluation.

41.20 Official Personnel File

41.20.1 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.

41.20.2 Employees have the right to inspect their departmental individual personnel files and the official file which is maintained in the Human Resources Department during normal business hours, as provided by law. No material of any kind, except documents submitted by the employee, shall be placed in an employee's official personnel file or the departmental personnel file after the date of employment without a copy being given to the employee. The employee may provide a concise written response to any material which is maintained in either personnel file.

41.20.3 If the employee believes that any material has been placed in the official personnel file in the Human Resources Department in violation of this provision, the employee may send a written request for its removal to the Director of Human Resources with a copy to the Department Head. The Director of Human Resources will make a determination of the appropriateness of the inclusion of the material and will notify the employee of the final disposition.

If the employee believes that any material has been placed in the Departmental Personnel file in violation of this provision, the employee may send a written request for its removal to the Department, with a copy to the Director of Human Resources. The Department Head will make a determination of the appropriateness of the inclusion of the material and will notify the employee of the final disposition.

41.20.4 In responding to inquiries from prospective future employers, only information available in the individual's official personnel file will be provided.

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41.20.5 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 Departmental or Human Resources Department file. Such records may be separately maintained but shall not be regarded or treated as part of the individual's Departmental or official Human Resources Department file.

41.20.6 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 Departmental and official Human Resources Department file.

41.20.7 Formal letters of reprimand or formal counseling concerning work rules or time and attendance shall be removed from an employees' official files upon request after 24 months provided the employee has maintained satisfactory performance. Letters of reprimand concerning all other subjects shall be removed from an employee's official personnel file upon request after 48 months provided the employee has maintained satisfactory performance.

Records of disciplinary actions involving a suspension of any length shall remain in the employee's official personnel file for as long as the City maintains the file, with one exception as follows: Upon mutual agreement between the City and the Union, a suspension of five (5) days or less shall be removed from an employee's official personnel file upon request, provided the employee has maintained satisfactory performance for five (5) years after the date of the suspension (i.e., no written reprimands or suspensions during the five (5) year period).

41.21 Supplemental Retirement / Disability Insurance 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) 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. Provisions of this plan are described in, Berkeley Municipal Code Section 04.36.101 et seq. as amended. This payment is also applicable to those employees hired on or after 1/1/83.

All employees hired after July 22, 1988 are in SRIP II. Provisions of this plan are described in Municipal Code Section 04.38.101 et seq., as amended. All employees hired prior to July 22, 1988 are in SRIP I unless they chose to enroll in SRIP II prior to December 17, 1988.

The City will assume payment of the cost of current enrollees in the SRIP II optional long-term disability plan effective December 4, 1994. 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 February 26, 1995.

41.22 Reclassification of Positions / Job Audits

City agrees to honor up to one audit request per employee in each twelve-month period. The departmental manager must review and comment on the completed position description questionnaire

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and submit it to the Human Resources Department within 90 days of receipt from the employee. The employee shall be notified by the Human Resources Department within a reasonable time of receipt of the completed position description questionnaire. Status updates regarding the position audit will be provided to the employee every six months until the position audit is completed.

If a bargaining unit position is upgraded or otherwise reclassified, it shall automatically be included in the bargaining unit if the work performed belongs under the jurisdiction of the Union as determined by the City after a review of the position by the Human Resources Department.

In the event the City reclassifies a position from a lower level classification to a higher level classification, an incumbent occupying such position shall be reclassified without competitive examination provided they have performed the duties of the new class for six (6) months and have not received an unsatisfactory evaluation. All other employees shall pass an examination for the higher class and shall serve the normal probationary period. If a position is reclassified, the employee shall receive back pay to the date of the beginning of the closest pay period that the position description questionnaire is received by the Department Head. Position description questionnaires shall be available at all times in each department.

41.23 Reallocation of Positions

The City will notify the Union of a decision to eliminate or reallocate bargaining unit positions and the City shall satisfy any meet and confer obligations on impact requirement in accordance with the MMBA.

41.24 Break Facilities

Each work location shall include a room that is reserved for use of employees for rest breaks and lunch breaks. Employees who wish to take rest or lunch breaks in these rooms shall have first priority for the use of such rooms unless alternative break facilities are provided.

41.25 Educational Leave

The employee shall be eligible for reimbursement for tuition, and textbooks for training that is required by the City or for training that is mutually acceptable to the employee and the City Manager or designee as follows.

41.25.1 After one (1) year of service (2080 hours of work), the City shall allow up to twenty-five (25) hours off with pay per year to employees:

a. Who are required by law or as a condition of employment to obtain a license, a registration, or other certification, and in order to do so, must take courses which are not offered as part of their basic curriculum, or;

b. Who are required by law or as a condition of employment to obtain continuing education units;

41.25.2 To obtain education and training related to job skills, to enhance performance of assigned duties or to promote employee development.

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Employees seeking time off to take courses for an initial license or certificate which is a requirement of the job or related to job skills, or to enhance performance of assigned duties or promote development will require pre-approval by a department manager prior to undertaking the coursework.

41.26 Jail Closure

In the event that the City decides to consider closing the Berkeley City jail, the City will notify the Union at least ninety (90) days prior to the effective date of the closure. The City will meet and confer on the impact of the City's decision to close the jail. If the City decides to proceed with the Jail closure, employees currently assigned to work in the jail will be reassigned within the Police Department as positions are available. If there are not enough allocated budgeted positions available for all employees, the City will explore creating Community Service Officer position within the Police Department.

If there are not enough available allocated budgeted Community Service Officer and Community Service Officer Supervisor positions in the Police Department to place employees assigned to the Jail prior to closure, employees will be flexibly placed first to vacant allocated budgeted positions within the Police Department. If there are insufficient vacant allocated budgeted positions within the Police Department to place staff, then employees will be offered flexible placement into other vacant allocated budgeted positions within the City. Employees who are flexibly placed as a result of closure of the Jail shall preserve their pay for one year in keeping with the City's practice on flexible placement.

41.27 YMCA

Effective January 1, 1999, the cost of YMCA membership will be divided between the City and the employees, with the City contribution to be 75% of the monthly membership fee. 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 Agreement, 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.

41.28 Address and Phone Number

Employees have the responsibility to provide the City with their current address and telephone number.

41.29 Legal Representation

The City will consider on a case-by-case basis legal representation for employees in cases arising out of the lawful performance of their assigned job duties.

41.30 Physical Exams

The City may require physical exams by a physician of the City's choice for reasonable cause related to fitness for duty.

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41.31 Crimes against Employees

The Police Department will promptly respond to any calls regarding criminal acts committed against a City employee while engaged in his or her employment. Reports of assault or other acts of criminal misconduct committed against a City employee will be promptly investigated. The results of the investigation will be submitted to the District Attorney for disposition.

41.32 Classification Changes/New Classifications

The City will meet and confer with the Union on the impact of the City's decision to a) change existing classifications or b) upon creation of new classifications. Such notice to the Union shall be given at least twenty (20) working days prior to the Personnel Board meeting that the City intends to bring the matter forward.

41.33 Clerical Classification Upward Mobility Committee

During the term of this contract (July 5, 2015 to June 16, 2018), the parties agree to establish an upward mobility committee for the purpose of meeting and discussing barriers to upward mobility of employees in the clerical classifications and to determine if the current classification series and the mechanism to advance through these is effective. The committee shall be composed of no more than four (4) representatives from the City and no more than four (4) representatives from the Union.

41.34 Participation in Examinations and Interviews

Employees shall be allowed time to participate in examinations administered by the Human Resources Department or departmental selection interviews or testing, which are scheduled during an employee's regular working hours. Employees shall provide at least 48 hour notice to their supervisor of their participation in an examination or interview, and such time should be coded as regular work hours on their time sheet. Employees are not compensated for participating in examinations or selection processes that occur outside of their regular work hours. Employee who fails to provide notice as provided herein shall be required to use his or her own accrued leave.

41.35 Commercial Driver Reassignment

An employee who is required to possess a valid California Class A or Class B driver's license as a condition of employment and whose license has been temporarily suspended by either the Department of Motor Vehicles or the court system as a result of conduct occurring off the job shall be placed temporarily in a vacant budgeted allocated position which does not require driving subject to the following conditions:

41.35.1 Compliance with California Vehicle Code Section 15224: "Any driver who has a driver's license or privilege suspended, revoked, or canceled by any state for any period, or who is disqualified from driving a commercial motor vehicle for any period, shall notify his or her employer of the suspension, revocation, cancellation, or disqualification, before the end of the business day following the action."

41.35.2 The driver's license suspension in excess of thirty (30) days but no longer than one (1) year.

41.35.3 The employee will be required to take accumulated leave or leave without pay for the first thirty (30) days of the driver's license suspension.

41.35.4 The employee will be provided a temporary non-driving assignment only one time during

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his/her employment with the City.

41.35.5 An employee must have at least five (5) years of service with the City to qualify for a temporary non-driving assignment.

41.35.6 An employee must have a satisfactory performance evaluation with an overall rating of “Meets Requirements” (if the employee has not been evaluated within a year of the date of the temporary assignment, he/she will be considered to have satisfactory performance).

41.35.7 An employee must have no disciplinary suspension within three (3) years prior to the loss of his/her license.

41.35.8 An employee will not be eligible for this program if the employee at any time during his or her career has been suspended for any duration as a result of a positive drug or alcohol test result administered under the Omnibus Transportation Employee Testing Act of 1996 (OTETA).

41.35.9 No more than three (3) employees in a work unit and no more than 5 employees at any one time can be reassigned under this program. For the purposes of this policy, a work unit is defined as a subdivision of a department (e.g., Solid Waste Division of Public Works, Landscape Maintenance Division of the Parks, Recreation and Waterfront Department).

41.35.10 If the employee’s job requirements are performed without the use of a vehicle, the employee will remain in his/her classification and retain full salary.

41.35.11 If an employee’s job requirements are performed while using a vehicle (i.e., street sweeper), the employee will be temporarily reassigned to another vacant budgeted allocated position in the Maintenance Chapter in which his/her inability to drive can be accommodated. In such case, the employee’s salary will be temporarily changed to the same step in the classification to which the employee is assigned. The employee will be returned to his/her former position upon reinstatement of his/her license.

41.35.12 In the event that there are no vacant budgeted allocated positions available, the employee will be placed on an approved leave until a vacancy exists or his or her license is reinstated, whichever occurs first.

41.35.13 Employees who have their Class A or B Commercial Driver License suspended or revoked shall have their Special Assignment Pay authorized under Section 17.14 (Special Class Commercial Driver’s License Premium) suspended or cancelled upon the effective date of the revocation or loss of driving privileges. The Special Assignment Pay as provided in Section 17.14 (Special Class Commercial Driver’s License Premium) shall be reactivated upon reinstatement of the employee’s Class A or B Commercial Driver License.

41.36 ERMA (Enterprise Resources Management Application) System

The City agrees to meet and confer with the Union over the impact to wages, hours, or working conditions governed by this MOU related to the implementation of ERMA (Enterprise Resources Management Application) system. This meet and confer shall begin no later than August 30, 2018.

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SECTION 42: DEPENDENT CARE

The City has established a Dependent Care Plan under Internal Revenue Code Sections 125 and 129 to allow employees to designate a specific amount of salary, consistent with applicable law, to be redirected to pay for dependent care costs prior to withholding of taxes.

PUBLIC EMPLOYEES' RETIREMENT SYSTEM

SECTION 43: PUBLIC EMPLOYEES' RETIREMENT SYSTEM

43.1 Participation

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

43.2 "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).

43.3 "New Members" Definition

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

43.4 CalPERS Retirement Formula for 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.

43.5 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)

Effective January 5, 2003, the City agrees to provide the 2.7% at age 55 retirement formula benefit improvement, the City's contribution to CalPERS on behalf of the employee will increase from 7% to 8%. Effective July 3, 1994, contributions made pursuant to this section shall be 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 employees.

The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board 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.

43.6 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 will be required to pay 50% of the normal cost, as provided by CalPERS. New Members shall receive any other additional optional CalPERS benefits that the City provides to Classic Employees as allowed by PEPRA.

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43.7 Optional Benefits

The City's contract with CalPERS includes the following optional benefits:

43.7.1 Classic Employees – One-Year Final Compensation: Classic Employees, as defined in Section 43.2, shall be eligible to receive retirement allowance based on One-Year Final Compensation as provided in Section 20042 (July 9, 1978).

43.7.2 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 Employees Pension Reform Act of 2013, or as subsequently amended.

43.7.3 Post Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628 (December 16, 1973).

43.7.4 Post Retirement Survivor Allowance to Continue after Remarriage as provided in Section 21635 (July 18, 1986).

43.7.5 Credit for Unused Sick Leave as provided in Section 20965 (June 26, 1988).

43.7.6 1959 Survivor Benefits to Surviving Spouse at Age 60 as provided in Section 21580 (December 16, 1973).

43.7.7 Third Level of 1959 Survivor Benefits as provided in Section 21573 (November 28, 1996).

43.7.8 2% @ 55 for Local Miscellaneous Members as provided in Section 21354 (June 30, 1992).

43.7.9 Military Service as Public Service as provided in Section 21024 (April 9, 1999)

43.7.10 Public Service Credit for Peace Corps or AmeriCorps/VISTA Service as provided in Section 21023.5 (April 14, 2000).

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.

43.8 Classic Members' Pension Contribution

43.8.1 Effective June 4, 2017, employees will contribute one percent (1.0%) towards 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 11, paragraph 11.1.9 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.

43.8.2 Effective December 31, 2017, employees will contribute an additional seven percent (7.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS contract amendment that allows such contributions on a pre-tax basis, for a total of eight percent (8.0%) via automatic payroll deduction on a pre-tax basis, in exchange for the City granting the salary increase (total of 5.58%) set

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forth in Section 11, paragraph 11.1.12 of this Memorandum Agreement. 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.

43.8.3 If legislation is enacted requiring employees under the CalPERS retirement system to pay all of the employee's share of retirement, thus eliminating the EPMC, the parties agree as soon as possible to convert the employee's contribution to the employer's share under this 20516 CalPERS contract amendment to the employee's share towards retirement and the City will continue to pay the wage increase as described in Section 11, paragraphs 11.1.9 and 11.1.12 (maximum of 5.58%) associated with this cost neutral provision.

43.9 New Members' Pension Contributions

43.9.1 New Members, as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA), shall continue to pay 50% of the Normal Cost required under PEPRA.

43.9.2 Effective June 4, 2017, in addition to the contribution in Section 43.9.1, New Members will contribute one percent (1.0%) 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 (0.69%) set forth in Section 11, paragraph 11.1.9 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.

43.9.3 Effective December 31, 2017, in addition to the contributions in Sections 43.9.1 and 43.9.2, New Members will contribute an additional seven percent (7.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS contract amendment that allows such contributions as pre-tax, for a total of eight percent (8.0%) via automatic payroll deduction, in exchange for the City granting the salary increase (4.89%, for a total of 5.58%) set forth in Section 11, paragraph 11.1.12 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.

43.9.4 The additional 8% contribution referred to in Section 43.9.3 will be reduced as follows:

- FY2021-22: 1% (to be effective as soon as administratively possible following adoption of successor contract by the City Council)
- FY2022-23: 1% effective July 1, 2022
- FY2023-24: 1% effective July 1, 2023
- FY2024-25: 2% effective July 1, 2024
- FY2025-26: 2% effective July 1, 2025
- FY2026-27: 1% effective July 1, 2026

No change to Classic members' contributions during the contract term.

No sooner than June 30, 2023, either party may request to reopen this provision to negotiate an accelerated schedule for reducing PEPRA employees' additional contribution towards their pension costs.

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This reduction in additional contributions shall not impact the salary increases referenced in Section 43.9.5 below.

43.9.5 The parties recognize that the CalPERS 20516 employee contributions towards 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 11 paragraphs 11.1.9 and 11.1.12 above (a total of 5.58% salary increase in exchange for employees paying an additional eight percent (8.0%) towards PERS pension cost).

43.9.6 If legislation is enacted and becomes effective during this agreement requiring “classic members” as defined by PEPRRA to pay all of the employees’ share of retirement thus requiring the discontinuation of the 20516 employee contribution towards the employer rate as described in Section 43.8.3 above, the parties agree that as soon as possible the City shall convert the “new members” eight percent (8.0%) contribution under the 20516 contract amendment to an equivalent payroll deduction. Such employee deductions by the City shall be used towards the City’s CalPERS required contribution. No later than 60 days following execution of this Agreement (July 5, 2015 to June 16, 2018), the City will request, from the IRS, a private letter ruling to determine whether or not the IRS permits the employee’s payroll deduction of eight percent (8.0%) to be treated on a pretax basis. The City shall make such deductions on a post-tax basis unless and until it receives an IRS private letter ruling that confirms that such deductions can be treated on a pretax basis. If the IRS private letter stipulates that such deductions need to be made on a post-tax basis for “new members”, the parties shall meet and confer over methods to ensure the cost-neutrality for both parties of the swap described in Section 11, paragraphs 11.1.9 and 11.1.12; and Sections 43.9.2 and 43.9.3 above.

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LAYOFF PROCEDURE

SECTION 44: 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.

44.1 Announcement of Layoff

44.1.1 The City Council, City Manager, and Department Heads 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 of laying off career City employees. If a reduction in the work force 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.

44.1.2 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, temporary positions which are expected to last six (6) months or more, and notify all Department Heads that such current and anticipated vacancies will be frozen until further notice, in order to implement the provisions of Section 44.6. 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.

44.1.3 After the City has announced the need for a reduction in work force, including the magnitude of such reduction, and has informed employees of their prospective layoff or retreat, but before any actual layoff, the City shall seriously consider employee requests for alternative action, including job sharing.

44.2 Seniority Service Date

44.2.1 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 absences for obligatory military service and approved parental leave while an employee of the City. Less than full-time service will be consolidated in 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.

All leaves of absence without pay, regardless of duration, shall be subtracted from the employee's seniority service date. This provision will go into effect immediately upon implementation of necessary data processing and programming changes.

44.2.2 The Human Resources Department will maintain up-to-date and current Seniority Dates for all City employees holding probationary and permanent appointments. Approved parental leaves shall not be deducted from seniority service dates.

44.3 Establishment of Seniority Lists

44.3.1 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.

44.3.2 The names of all City employees holding permanent and probationary appointments in a given classification will be listed 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. Non-career employees and temporary agency personnel 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.

44.3.3 Probationary or permanent employees temporarily acting out of classification and holding a provisional appointment in another classification will only be listed on a Seniority List of the class targeted for layoff in which they hold permanent or probationary status. Any provisional appointment must be terminated prior to the retreat or layoff of a career employee with permanent or probationary status in the same classification.

44.3.4 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:

- a. Time in classification - the employee having least time in the class shall be released first;
- b. By lot.

44.4 Employee Retreat Rights/Out Placement

44.4.1 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 classification 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.

44.4.2 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 including but not limited to retreat rights, flexible placement and re-employment rights, under the layoff policy and will be laid off. All offers of out placement will be made in a manner to comply with general law and the affected employee will be required to sign a waiver and release of all claims in consideration for receiving this benefit.

44.4.3 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.

44.4.4 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.

44.4.5 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 to positions with a higher salary range, i.e., promotion.

44.4.6 An employee who is transferred in lieu of layoff when his/her position has been eliminated shall have automatic return rights to the previous position if it is restored within one (1) year of the date of the transfer. If an employee with a full time position is offered a reduction in hours in that position or in a lower classification, the employee may elect to be targeted for layoff for purpose of consideration under Section 44.6 (Flexible Placement Program.) If there is no flexible placement available for the employee, the employee may accept the reduction in hours, in lieu of layoff.

44.4.7 Supervising Clerks shall be entitled to retreat rights into any of the senior clerical positions regardless of whether or not they have served in that position, if their skills meet the minimum qualifications of the lower classification.

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44.5 Employee / Union Notification

44.5.1 Temporary 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.

44.5.2 Employees with provisional appointments 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.

44.5.3 All notices of layoff under Section 44.5 shall be issued to the union simultaneously with notice to the affected employee(s). Together with any layoff notices sent to the union, a list shall be included of all vacancies which are authorized for filling.

If an employee fails to accept a bona fide offer, in lieu of layoff, ten (10) 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 Section 44.9.

44.6 Flexible Placement Program/Out Placement

44.6.1 In order to minimize the negative impact of a layoff, the City Manager will, as previously stated in Section 44.1, 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.

44.6.2 Following the release of all non-career employees, in classes similar to those targeted for layoff, and as soon as employees targeted for layoff have been identified and the provisions under Section 44.4 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, a waiver of minimum qualification standards, and/or 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, and to compensate for the waiver of qualification standards if that has occurred. The employee, the supervisor and the training officer will meet to develop a training program. The employee will be advised of his/her progress after two, four, 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 again be subject to the layoff process.

44.6.3 In addition to providing the employee with the flexible placement 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 flexible placement offer (offer to be flexibly placed in a vacant position) or accept the out placement offer. If the employee accepts the out placement offer, the employee forfeits his or her rights including but not limited to retreat rights, flexible placement and re-employment rights, under the layoff policy and will be laid off. All offers of out placement will be made in

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a manner to comply with general law and the affected employee will be required to sign a waiver and release of all claims in consideration for receiving this benefit.

44.6.4 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, except that the City Manager may authorize the offer of a flexible placement to position with a maximum salary of no more than five (5) percent above the salary range as the classification from which layoff is targeted, when it is in the best interest of the City service to do so. Whenever flexible placement is made to a classification with a greater salary range, the appointment shall be probationary, in accordance with the terms of that classification.

44.6.5 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 Section 44.3. 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.

44.6.6 If an employee fails to accept a bona fide written offer of an alternative job within ten (10) 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 in accordance with Section 44.7 (Reemployment Lists).

44.6.7 The union shall be notified when flexible placement is to occur within Units D, J, K-1, K-2.

44.6.8 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 Section 44.3 and in accordance with the following procedures:

a. Full time vacancies authorized to be filled shall be listed in order from highest to lowest based on the actual maximum salary.

b. 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.

c. The individual with the earliest Seniority Service Date (SSD) targeted for layoff will be considered for flexible placement the top position in the above list.

d. 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 offer the employee the position.

e. If the Human Resources Department or the City Manager determines that the employee is not eligible or not qualified for the top position, the Director of Human Resources 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 Director of Human Resources shall offer that position to the employee.

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f. This process shall be repeated until either a match is identified or the list of vacancies has been exhausted.

g. The above process shall then be repeated for the employee with the second highest SSD, and subsequently in order from earliest to most recent SSD for each of the other employees targeted for layoff.

44.6.9 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.

44.7 Reemployment Lists

44.7.1 The names of all probationary and permanent employees released from positions in the competitive service as a result of layoff 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 44.4.

44.7.2 A Reemployment Priority List shall remain in effect for three (3) years. Said list shall remain in effect indefinitely for employees who are retreated and remain employed with the City.

44.7.3 Departments with 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.

44.7.4 When a 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.

44.7.4.1 If two (2) or more employees on the Reemployment Priority List have an identical Seniority Service Date, the tie shall be broken in the following order:

a. Time in classification - the employee having least time in the class shall be released first;

b. By lot.

44.7.5 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.

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44.7.6 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.

44.8 Career-Exempt Employees

Only those employees holding full-time, benefited, 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."

44.9 Appeal Procedures

Any permanent, probationary, or career-exempt employee who is laid off, demoted, reassigned or transferred as a result of layoff and who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under Section 40. In addition, employees may, at all times, before, during and subsequent to layoff, 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.

44.10 Audit

44.10.1 If it is determined that a vacancy has been filled by a non Reemployment Priority List eligible, in a classification for which a Reemployment Priority List existed and which included available applicants at the time, the former employee with reemployment rights shall be hired and given retroactive pay from the date that the vacancy occurred.

44.10.2 When a layoff has occurred, and a reemployment eligibility lists exists, and the union so requests, the City Manager shall order an outside audit 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 44.7. 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 and the City Council.

44.11 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 agreement, including provisions relating to layoff, transfer, demotion or promotion.

44.12 Layoffs For Term of MOU which Expires on June 26, 2021

For the term of this Agreement ending on June 26, 2021 only, the City recognizes the important role that the employee workforce play in delivering public services; therefore, the City agrees to not layoff any represented career employees. However, should the City determine that its expenditures exceed its revenues during the term of this Agreement, the City may notice the Union in writing and the Union shall meet and confer over one-time cost savings and the alternatives such as furloughs, union-directed VTO,

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etc. Nothing in this section requires the City to retain positions (filled or vacant) where state, federal or grant funding has been reduced or eliminated and would require the City to backfill such positions. All other MOU provisions on Layoffs remain unchanged.

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SIGNATURE PAGE

SEIU Local 1021:

DocuSigned by: David Carham, Executive Director, SEIU 1021

DocuSigned by: Peter Masiak, Day Field Director, SEIU 1021

Signed by: Nathan Hansford, Supervisor and Co-Chief Negotiator, SEIU 1021

Signed by: Lewis, President of Representation and Co-Chief Negotiator, SEIU 1021

DocuSigned by: Danny Walker, Maintenance Chapter President

Signed by: Rebecca Webb, Local Chapter President

Signed by: [Signature], [Title]

Signed by: Valentina Edwards, [Title]

DocuSigned by: Jamika Griffin-Singh, [Title]

Signed by: [Signature], [Title]

Signed by: [Signature], [Title]

Signed by: Renita Terry, [Title]

Signed by: Santia Wilson, [Title]

City of Berkeley:

DocuSigned by: Paul Buddenhagen, [Title]

DocuSigned by: Dania Torres-Wong, [Title]

Signed by: Aram Kouyoumdjian, [Title]

DocuSigned by: [Signature], [Title]

Signed by: Peni Basalusulu, Director of Public Works

DocuSigned by: Jen Tate, City Chief of Police

Approved as to Form:

DocuSigned by: [Signature], Attorney

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EXHIBIT A – Salary Ranges effective July 7, 2024

(6% Cost of Living Adjustment)

JOB CLASS	CLASSIFICATION TITLE	REP UNIT	BU CODE	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4002	ACCOUNTING OFFICE SPECIALIST II	K1	MC01	C001	0.0000	0.0000	35.1140	36.6496	38.2459
4003	ACCOUNTING OFFICE SPECIALIST II		MC03	H001	0.0000	0.0000	33.2473	34.7014	36.2131
4006	ACCOUNTING OFFICE SPECIALIST III	K1	MC01	C002	0.0000	0.0000	40.6708	42.4693	44.3386
4007	ACCOUNTING OFFICE SPECIALIST III		MC03	H002	0.0000	0.0000	38.5092	40.2117	41.9818
4010	ACCOUNTING OFFICE SPECIALIST SUPERVISOR	K2	MC02	C001	41.0446	43.0756	45.1873	47.4204	49.4211
4011	ACCOUNTING OFFICE SPECIALIST SUPERVISOR		MC03	H003	39.4457	41.3978	43.4272	45.5732	47.4962
3002	ACCOUNTING TECHNICIAN	K1	MC01	C004	40.0241	41.9845	44.0556	46.2280	48.1783
3003	ACCOUNTING TECHNICIAN		MC03	H004	37.8967	39.7529	41.7137	43.7709	45.6174
4014	ADMINISTRATIVE ASSISTANT	K1	MC01	C005	40.3050	42.3360	44.4477	46.6806	48.6817
4015	ADMINISTRATIVE ASSISTANT		MC03	H005	38.1627	40.0857	42.0853	44.1994	46.0939
6000	ANIMAL CONTROL OFFICER	D	MC00	C001	0.0000	0.0000	38.0417	39.1836	40.3252
6001	ANIMAL CONTROL OFFICER		MC03	H006	0.0000	0.0000	36.0195	37.1006	38.1816
6002	ANIMAL SERVICES ASSISTANT	D	MC00	C002	0.0000	0.0000	33.5555	34.4447	35.4450
6003	ANIMAL SERVICES ASSISTANT		MC03	H007	0.0000	0.0000	31.7719	32.6138	33.5609
1008	AQUATICS COORDINATOR	K1	MC01	C006	40.3758	41.9420	43.5081	45.2460	46.8728
1008	AQUATICS COORDINATOR		MC03	H008	38.2297	39.7126	41.1953	42.8411	44.3812
6004	AQUATICS FACILITIES SUPERVISOR	K1	MC01	C007	32.0999	33.7127	35.3934	37.1713	39.0270
6005	AQUATICS FACILITIES SUPERVISOR		MC03	H009	30.3937	31.9208	33.5121	35.1954	36.9527
2028	ASSISTANT AQUATICS COORDINATOR	K1	MC01	C008	34.0706	35.5055	36.8595	38.1528	39.6179
2029	ASSISTANT AQUATICS COORDINATOR		MC03	H010	32.2596	33.6184	34.9003	36.1247	37.5121
2046	ASSISTANT RECREATION COORDINATOR	K1	MC01	C009	34.0720	35.5098	36.8603	38.1526	39.6195
2047	ASSISTANT RECREATION COORDINATOR		MC03	H011	32.2609	33.6225	34.9010	36.1246	37.5137
5006	BUILDING MAINTENANCE MECHANIC	D	MC00	C003	0.0000	0.0000	45.5249	47.0121	48.5641
5007	BUILDING MAINTENANCE MECHANIC		MC03	H012	0.0000	0.0000	43.1051	44.5132	45.9828
6010	BUILDING MAINTENANCE MECHANIC TRAINEE	D	MC00	C004	0.0000	0.0000	36.4500	37.5929	38.8642
6011	BUILDING MAINTENANCE MECHANIC TRAINEE		MC03	H013	0.0000	0.0000	34.5126	35.5948	36.7984
5009	BUILDING MAINTENANCE SUPERVISOR	D	MC00	C005	0.0000	0.0000	50.5686	52.1638	53.9422
5008	BUILDING MAINTENANCE SUPERVISOR		MC03	H014	0.0000	0.0000	47.8805	49.3910	51.0750
7002	COMMUNITY SERVICE OFFICER	J	MC00	C006	38.4575	39.9887	41.5924	43.1559	44.7979
7003	COMMUNITY SERVICE OFFICER		MC03	H015	32.9119	34.2805	35.7051	37.1957	38.7518
7000	COMMUNITY SERVICE OFFICER SUPERVISOR	J	MC00	C007	43.0978	44.8175	46.6146	48.6940	50.8797
7001	COMMUNITY SERVICE OFFICER SUPERVISOR		MC03	H016	40.8070	42.4353	44.1368	46.1058	48.1752
5016	CONCRETE FINISHER	D	MC00	C008	0.0000	0.0000	45.0039	46.3171	47.6299
5017	CONCRETE FINISHER		MC03	H017	0.0000	0.0000	42.6119	43.8551	45.0981
5019	CONSTRUCTION EQUIPMENT OPERATOR	D	MC00	C009	0.0000	0.0000	42.1473	43.4482	44.8581
5018	CONSTRUCTION EQUIPMENT OPERATOR		MC03	H018	0.0000	0.0000	39.9072	41.1388	42.4738
6016	CONTAINER MAINTENANCE WELDER	D	MC00	C010	0.0000	0.0000	37.5148	38.6729	39.7890
6017	CONTAINER MAINTENANCE WELDER		MC03	H019	0.0000	0.0000	35.5207	36.6174	37.6740
4021	CUSTOMER SERVICE SPECIALIST II	K1	MC01	C010	0.0000	0.0000	35.9521	37.8455	39.8404
4022	CUSTOMER SERVICE SPECIALIST II		MC03	H020	0.0000	0.0000	34.0412	35.8338	37.7229
4023	CUSTOMER SERVICE SPECIALIST III	K1	MC01	C011	0.0000	0.0000	40.6708	42.4693	44.3386
4024	CUSTOMER SERVICE SPECIALIST III		MC03	H021	0.0000	0.0000	38.5092	40.2117	41.9818
4025	CUSTOMER SERVICE SUPERVISOR	K2	MC02	C002	41.0446	43.0756	45.1873	47.4204	49.4211
4026	CUSTOMER SERVICE SUPERVISOR		MC03	H022	38.8630	40.7859	42.7853	44.8999	46.7942
5022	EQUIPMENT PARTS TECHNICIAN	D	MC00	C011	0.0000	36.0715	38.1429	39.9616	40.8810
5023	EQUIPMENT PARTS TECHNICIAN		MC03	H023	34.1543	36.1154	37.8372	38.7081	
5024	FORESTRY CLIMBER	D	MC00	C012	0.0000	0.0000	43.3139	44.6649	46.0752
5025	FORESTRY CLIMBER		MC03	H024	0.0000	0.0000	41.0116	42.3029	43.6263
5026	FORESTRY CLIMBER SUPERVISOR	D	MC00	C013	0.0000	0.0000	50.3890	51.8745	53.3765
5027	FORESTRY CLIMBER SUPERVISOR		MC03	H025	0.0000	0.0000	47.7107	49.1173	50.5396
6018	FORESTRY CLIMBER TRAINEE	D	MC00	C014	0.0000	0.0000	33.4239	34.8284	36.2432
6019	FORESTRY CLIMBER TRAINEE		MC03	H026	0.0000	0.0000	31.6474	32.9771	34.3167
5028	FORESTRY TECHNICIAN	D	MC00	C015	0.0000	0.0000	50.3891	51.8745	53.3765
5029	FORESTRY TECHNICIAN		MC03	H027	0.0000	0.0000	47.7107	49.1173	50.5396

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6020	GROUNDSKEEPER	D	MC00	C016	0.0000	0.0000	33.5554	34.4388	35.4448
6021	GROUNDSKEEPER		MC03	H028	0.0000	0.0000	31.7718	32.6081	33.5608
6024	JANITOR	D	MC00	C017	0.0000	0.0000	31.0902	31.8682	32.7675
6025	JANITOR		MC03	H029	0.0000	0.0000	29.4378	30.1741	31.0258
6026	JANITOR SUPERVISOR	D	MC00	C018	0.0000	0.0000	36.2432	37.5163	38.6176
6027	JANITOR SUPERVISOR		MC03	H030	0.0000	0.0000	34.3167	35.5222	36.5648
6028	LABORER	D	MC00	C019	0.0000	0.0000	35.1231	36.1217	37.2797
6029	LABORER		MC03	H031	0.0000	0.0000	32.7646	33.6961	34.7765
5030	LANDSCAPE EQUIPMENT OPERATOR	D	MC00	C020	0.0000	0.0000	42.4916	43.7843	45.0682
5031	LANDSCAPE EQUIPMENT OPERATOR		MC03	H032	0.0000	0.0000	40.2330	41.4569	42.6726
6030	LANDSCAPE GARDENER	D	MC00	C021	0.0000	0.0000	38.8702	39.9515	41.2751
6031	LANDSCAPE GARDENER		MC03	H033	0.0000	0.0000	36.8043	37.8280	39.0811
6032	LANDSCAPE GARDENER SUPERVISOR	D	MC00	C022	0.0000	0.0000	49.3681	50.8335	52.2781
6033	LANDSCAPE GARDENER SUPERVISOR		MC03	H034	0.0000	0.0000	46.5634	48.1315	49.4995
6034	LANDSCAPE GARDENER TRAINEE	D	MC00	C023	0.0000	0.0000	32.7675	33.6867	34.6266
6035	LANDSCAPE GARDENER TRAINEE		MC03	H035	0.0000	0.0000	31.0258	31.8959	32.7860
4045	MAIL SERVICES AIDE	K1	MC01	C013	0.0000	0.0000	32.8163	33.9746	35.2481
4046	MAIL SERVICES AIDE		MC03	H036	0.0000	0.0000	31.0719	32.1687	33.3745
7007	MARINA ASSISTANT	D	MC00	C024	0.0000	0.0000	36.3415	37.3637	38.5269
7006	MARINA ASSISTANT		MC03	H037	0.0000	0.0000	34.4097	35.3777	36.4789
5034	MECHANIC	D	MC00	C025	0.0000	0.0000	47.7452	49.1889	50.6154
5035	MECHANIC		MC03	H039	0.0000	0.0000	45.2074	46.5744	47.9249
5036	MECHANIC LEAD	D	MC00	C026	0.0000	0.0000	51.0771	52.6214	54.1740
5037	MECHANIC LEAD		MC03	H040	0.0000	0.0000	48.3620	49.8245	51.2944
5038	MECHANIC SUPERVISOR	D	MC00	C027	0.0000	0.0000	54.6443	56.2549	57.9756
5039	MECHANIC SUPERVISOR		MC03	H041	0.0000	0.0000	51.7397	53.2649	54.8938
6038	MECHANICAL SWEEPER OPERATOR	D	MC00	C028	0.0000	0.0000	41.6776	42.9279	44.1028
6039	MECHANICAL SWEEPER OPERATOR		MC03	H038	0.0000	0.0000	39.4623	40.6462	41.7588
4047	OFFICE SPECIALIST I	K1	MC01	C014	0.0000	0.0000	29.8677	31.2014	32.5754
4048	OFFICE SPECIALIST I		MC03	H042	0.0000	0.0000	28.2803	29.5427	30.8439
4051	OFFICE SPECIALIST II	K1	MC01	C015	0.0000	0.0000	34.3741	35.9099	37.5063
4052	OFFICE SPECIALIST II		MC03	H043	0.0000	0.0000	32.5470	34.0011	35.5125
4055	OFFICE SPECIALIST III	K1	MC01	C016	0.0000	0.0000	39.9313	41.7296	43.5989
4056	OFFICE SPECIALIST III		MC03	H044	0.0000	0.0000	37.8087	39.5114	41.2816
4059	OFFICE SPECIALIST SUPERVISOR	K2	MC02	C003	40.3050	42.3360	44.4477	46.6806	48.6817
4060	OFFICE SPECIALIST SUPERVISOR		MC03	H045	38.1624	40.0955	42.0853	44.1947	46.0996
7008	PARKING ENFORCEMENT OFFICER	D	MC00	C029	0.0000	0.0000	37.0376	38.0950	39.1880
7009	PARKING ENFORCEMENT OFFICER		MC03	H046	0.0000	0.0000	35.0690	36.0701	37.1051
7010	PARKING ENFORCEMENT SUPERVISOR	D	MC00	C030	0.0000	40.4392	42.4570	44.5894	46.8104
7011	PARKING ENFORCEMENT SUPERVISOR		MC03	H047	0.0000	38.2897	40.2003	42.2194	44.3223
6042	PARKING METER MAINTENANCE AND COLLECTION SUP	D	MC00	C031	0.0000	0.0000	49.7849	51.4463	53.2422
6043	PARKING METER MAINTENANCE AND COLLECTION SUP		MC03	H048	40.5833	42.6114	44.7447	46.1319	47.6051
6044	PARKING METER MAINTENANCE WORKER	D	MC00	C034	0.0000	0.0000	33.9195	34.8591	35.9805
6045	PARKING METER MAINTENANCE WORKER		MC03	H051	0.0000	0.0000	32.1165	33.0061	34.0681
5042	PARKING METER MECHANIC	D	MC00	C033	0.0000	0.0000	38.2235	39.4259	40.6992
5043	PARKING METER MECHANIC		MC03	H050	0.0000	0.0000	36.1917	37.3302	38.5360
5040	PARKING METER MECHANIC TRAINEE	D	MC00	C032	0.0000	0.0000	33.9195	34.8591	35.9805
5041	PARKING METER MECHANIC TRAINEE		MC03	H049	0.0000	0.0000	32.1165	33.0061	34.0681
7016	PUBLIC SAFETY DISPATCHER I	J	MC00	C035	0.0000	0.0000	35.4854	37.2235	38.7796
7017	PUBLIC SAFETY DISPATCHER I		MC03	H052	0.0000	0.0000	33.5992	35.2450	36.7184
7018	PUBLIC SAFETY DISPATCHER II	J	MC00	C036	0.0000	0.0000	49.2280	51.2781	53.4252
7019	PUBLIC SAFETY DISPATCHER II		MC03	H053	0.0000	0.0000	46.6115	48.5526	50.5854
5044	PUBLIC WORKS SUPERVISOR	D	MC00	C037	0.0000	0.0000	49.7849	51.4463	53.2422
5045	PUBLIC WORKS SUPERVISOR		MC03	H054	0.0000	0.0000	47.1385	48.7117	50.4122
4065	RECORDS ASSISTANT	K1	MC01	C018	0.0000	36.0715	38.1429	39.9615	40.8810
4066	RECORDS ASSISTANT		MC03	H056	0.0000	34.1543	36.1154	37.8372	38.7081
1184	RECREATION COORDINATOR	K1	MC01	C019	40.3758	41.9420	43.5081	45.2460	46.8728
1185	RECREATION COORDINATOR		MC03	H055	38.2297	39.7126	41.1953	42.8411	44.3812
6049	REGISTERED VETERINARY TECHNICIAN	D	MC00	C038	0.0000	0.0000	33.9343	35.7257	37.6073
6050	REGISTERED VETERINARY TECHNICIAN		MC03	H057	0.0000	0.0000	32.1306	33.8268	35.6083
5046	ROSARIAN	D	MC00	C039	0.0000	0.0000	40.4969	41.7601	43.0434
5047	ROSARIAN		MC03	H058	0.0000	0.0000	38.3443	39.5402	40.7555

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9004	SENIOR ANIMAL CONTROL OFFICER	D	MC00	C040	0.0000	0.0000	41.8509	43.1039	44.3467
2166	SENIOR ANIMAL CONTROL OFFICER		MC03	H065	0.0000	0.0000	39.6264	40.8128	41.9894
7025	SENIOR CRIME SCENE TECHNICIAN	J	MC00	C041	0.0000	0.0000	48.1257	49.9950	51.9350
7026	SENIOR CRIME SCENE TECHNICIAN		MC03	H066	0.0000	0.0000	45.5676	47.3377	49.1744
5050	SENIOR FORESTRY CLIMBER	D	MC00	C042	0.0000	0.0000	45.4795	46.9061	48.3745
5051	SENIOR FORESTRY CLIMBER		MC03	H067	0.0000	0.0000	43.0621	44.4127	45.8032
6053	SENIOR GROUNDSKEEPER	D	MC00	C043	0.0000	0.0000	36.6474	37.6983	38.9512
6054	SENIOR GROUNDSKEEPER		MC03	H068	0.0000	0.0000	34.6995	35.6945	36.8809
6055	SENIOR LANDSCAPE GARDENER	D	MC00	C044	0.0000	0.0000	41.4593	42.6966	44.0637
1209	SENIOR LANDSCAPE GARDENER		MC03	H069	0.0000	0.0000	39.2533	40.4203	41.7216
7027	SENIOR MARINA ASSISTANT	D	MC00	C045	0.0000	0.0000	37.0008	38.0417	39.2844
7028	SENIOR MARINA ASSISTANT		MC03	H070	0.0000	0.0000	35.0340	36.0195	37.1964
5052	SERVICE TECHNICIAN	D	MC00	C046	0.0000	0.0000	40.0829	41.3082	42.5337
5053	SERVICE TECHNICIAN		MC03	H059	0.0000	0.0000	37.9523	39.1125	40.2729
5054	SEWER MAINTENANCE ASSISTANT SUPERVISOR	D	MC00	C047	0.0000	0.0000	46.8136	48.3578	49.9442
5055	SEWER MAINTENANCE ASSISTANT SUPERVISOR		MC03	H060	0.0000	0.0000	44.3254	45.7875	47.2895
6061	SKILLED LABORER	D	MC00	C048	0.0000	0.0000	37.2797	38.4211	39.6294
6062	SKILLED LABORER		MC03	H061	0.0000	0.0000	35.2982	36.3789	37.5229
6063	SOLID WASTE LOADER OPERATOR	D	MC00	C049	34.9316	37.5028	39.3809	41.3523	43.4092
6064	SOLID WASTE LOADER OPERATOR		MC03	H062	33.0748	35.5095	37.2875	39.1542	41.1018
6067	SOLID WASTE TRUCK DRIVER	D	MC00	C050	0.0000	0.0000	42.6340	44.3714	45.5802
6068	SOLID WASTE TRUCK DRIVER		MC03	H063	0.0000	0.0000	40.3679	42.0129	43.1574
6069	SOLID WASTE WORKER	D	MC00	C051	0.0000	0.0000	35.8614	37.4897	38.5807
6070	SOLID WASTE WORKER		MC03	H064	0.0000	0.0000	33.9552	35.4970	36.5300
7023	SUPERVISING PUBLIC SAFETY DISPATCHER	J	MC00	C052	0.0000	0.0000	56.4662	58.8076	61.2753
7024	SUPERVISING PUBLIC SAFETY DISPATCHER		MC03	H071	0.0000	0.0000	53.4647	55.6818	58.0181
6076	TOOL LENDING SPECIALIST	D	MC00	C053	0.0000	0.0000	39.3954	41.4686	43.6512
6077	TOOL LENDING SPECIALIST		MC03	H072	0.0000	0.0000	36.2111	37.9578	39.7428
6078	TRACTOR TRAILER DRIVER	D	MC00	C054	39.3809	41.3523	43.4091	45.5910	47.8626
6079	TRACTOR TRAILER DRIVER		MC03	H073	37.2875	39.1542	41.1018	43.1677	45.3185
5056	TRAFFIC MAINTENANCE SUPERVISOR	D	MC00	C055	0.0000	0.0000	49.7849	51.4463	53.2422
5057	TRAFFIC MAINTENANCE SUPERVISOR		MC03	H074	0.0000	0.0000	44.7447	46.1224	47.6051
6080	TRAFFIC MAINTENANCE WORKER I	D	MC00	C056	0.0000	0.0000	35.0814	36.0814	37.2537
6081	TRAFFIC MAINTENANCE WORKER I		MC03	H075	0.0000	0.0000	33.2168	34.1637	35.2736
6082	TRAFFIC MAINTENANCE WORKER II	D	MC00	C057	0.0000	37.2537	38.3855	39.5879	40.7295
6083	TRAFFIC MAINTENANCE WORKER II		MC03	H076	0.0000	35.2736	36.3452	37.4836	38.5646
5058	WAREHOUSE OPERATIONS SPECIALIST	D	MC00	C061	0.0000	41.4366	43.4979	45.5592	47.6000
5059	WAREHOUSE OPERATIONS SPECIALIST		MC03	H080	0.0000	39.2341	41.1859	43.1375	45.0701
6086	WEIGHMASTER	D	MC00	C058	0.0000	36.7080	38.8197	40.6688	41.5984
6087	WEIGHMASTER		MC03	H077	0.0000	34.7569	36.7562	38.5072	39.3872
6088	WEIGHMASTER TRAINEE	D	MC00	C059	0.0000	0.0000	35.8291	37.4559	38.5469
6089	WEIGHMASTER TRAINEE		MC03	H078	0.0000	0.0000	33.9247	35.4652	36.4980
5060	WELDER MECHANIC	D	MC00	C060	0.0000	0.0000	48.3664	49.8352	51.3037
5061	WELDER MECHANIC		MC03	H079	0.0000	0.0000	45.7957	47.1862	48.5766
6090	YARDMASTER	D	MC00	C062	0.0000	0.0000	39.6716	40.9387	42.1475
6091	YARDMASTER		MC03	H081	0.0000	0.0000	37.5628	38.7627	39.9072

EXHIBIT B – Salary Ranges effective July 6, 2025

(4% Cost of Living Adjustment)

JOB CLASS	CLASSIFICATION TITLE	REP UNIT	BU CODE	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4002	ACCOUNTING OFFICE SPECIALIST II	K1	MC01	C001	0.0000	0.0000	36.5186	38.1156	39.7757
4003	ACCOUNTING OFFICE SPECIALIST II		MC03	H001	0.0000	0.0000	34.5772	36.0895	37.6616
4006	ACCOUNTING OFFICE SPECIALIST III	K1	MC01	C002	0.0000	0.0000	42.2976	44.1681	46.1121
4007	ACCOUNTING OFFICE SPECIALIST III		MC03	H002	0.0000	0.0000	40.0496	41.8202	43.6611
4010	ACCOUNTING OFFICE SPECIALIST SUPERVISOR	K2	MC02	C001	42.6864	44.7986	46.9948	49.3172	51.3979
4011	ACCOUNTING OFFICE SPECIALIST SUPERVISOR		MC03	H003	41.0235	43.0537	45.1643	47.3961	49.3960
3002	ACCOUNTING TECHNICIAN	K1	MC01	C004	41.6251	43.6639	45.8178	48.0771	50.1054

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3003	ACCOUNTING TECHNICIAN		MC03	H004	39.4126	41.3430	43.3822	45.5217	47.4421
4014	ADMINISTRATIVE ASSISTANT	K1	MC01	C005	41.9172	44.0294	46.2256	48.5478	50.6290
4015	ADMINISTRATIVE ASSISTANT		MC03	H005	39.6892	41.6891	43.7687	45.9674	47.9377
6000	ANIMAL CONTROL OFFICER	D	MC00	C001	0.0000	0.0000	39.5634	40.7509	41.9382
6001	ANIMAL CONTROL OFFICER		MC03	H006	0.0000	0.0000	37.4603	38.5846	39.7089
6002	ANIMAL SERVICES ASSISTANT	D	MC00	C002	0.0000	0.0000	34.8977	35.8225	36.8628
6003	ANIMAL SERVICES ASSISTANT		MC03	H007	0.0000	0.0000	33.0428	33.9184	34.9033
1008	AQUATICS COORDINATOR	K1	MC01	C006	41.9908	43.6197	45.2484	47.0558	48.7477
1008	AQUATICS COORDINATOR		MC03	H008	39.7589	41.3011	42.8431	44.5547	46.1564
6004	AQUATICS FACILITIES SUPERVISOR	K1	MC01	C007	33.3839	35.0612	36.8091	38.6582	40.5881
6005	AQUATICS FACILITIES SUPERVISOR		MC03	H009	31.6094	33.1976	34.8526	36.6032	38.4308
2028	ASSISTANT AQUATICS COORDINATOR	K1	MC01	C008	35.4334	36.9257	38.3339	39.6789	41.2026
2029	ASSISTANT AQUATICS COORDINATOR		MC03	H010	33.5500	34.9631	36.2963	37.5697	39.0126
2046	ASSISTANT RECREATION COORDINATOR	K1	MC01	C009	35.4349	36.9302	38.3347	39.6787	41.2043
2047	ASSISTANT RECREATION COORDINATOR		MC03	H011	33.5513	34.9674	36.2970	37.5696	39.0142
5006	BUILDING MAINTENANCE MECHANIC	D	MC00	C003	0.0000	0.0000	47.3459	48.8926	50.5067
5007	BUILDING MAINTENANCE MECHANIC		MC03	H012	0.0000	0.0000	44.8293	46.2937	47.8221
6010	BUILDING MAINTENANCE MECHANIC TRAINEE	D	MC00	C004	0.0000	0.0000	37.9080	39.0966	40.4188
6011	BUILDING MAINTENANCE MECHANIC TRAINEE		MC03	H013	0.0000	0.0000	35.8931	37.0186	38.2703
5009	BUILDING MAINTENANCE SUPERVISOR	D	MC00	C005	0.0000	0.0000	52.5913	54.2504	56.0999
5008	BUILDING MAINTENANCE SUPERVISOR		MC03	H014	0.0000	0.0000	49.7957	51.3666	53.1180
7002	COMMUNITY SERVICE OFFICER	J	MC00	C006	39.9958	41.5882	43.2561	44.8821	46.5898
7003	COMMUNITY SERVICE OFFICER		MC03	H015	34.2284	35.6517	37.1333	38.6835	40.3019
7000	COMMUNITY SERVICE OFFICER SUPERVISOR	J	MC00	C007	44.8217	46.6102	48.4792	50.6418	52.9149
7001	COMMUNITY SERVICE OFFICER SUPERVISOR		MC03	H016	42.4393	44.1327	45.9023	47.9500	50.1022
5016	CONCRETE FINISHER	D	MC00	C008	0.0000	0.0000	46.8041	48.1698	49.5351
5017	CONCRETE FINISHER		MC03	H017	0.0000	0.0000	44.3164	45.6093	46.9020
5019	CONSTRUCTION EQUIPMENT OPERATOR	D	MC00	C009	0.0000	0.0000	43.8332	45.1861	46.6524
5018	CONSTRUCTION EQUIPMENT OPERATOR		MC03	H018	0.0000	0.0000	41.5035	42.7844	44.1728
6016	CONTAINER MAINTENANCE WELDER	D	MC00	C010	0.0000	0.0000	39.0154	40.2198	41.3806
6017	CONTAINER MAINTENANCE WELDER		MC03	H019	0.0000	0.0000	36.9415	38.0821	39.1810
4021	CUSTOMER SERVICE SPECIALIST II	K1	MC01	C010	0.0000	0.0000	37.3902	39.3593	41.4340
4022	CUSTOMER SERVICE SPECIALIST II		MC03	H020	0.0000	0.0000	35.4028	37.2672	39.2318
4023	CUSTOMER SERVICE SPECIALIST III	K1	MC01	C011	0.0000	0.0000	42.2976	44.1681	46.1121
4024	CUSTOMER SERVICE SPECIALIST III		MC03	H021	0.0000	0.0000	40.0496	41.8202	43.6611
4025	CUSTOMER SERVICE SUPERVISOR	K2	MC02	C002	42.6864	44.7986	46.9948	49.3172	51.3979
4026	CUSTOMER SERVICE SUPERVISOR		MC03	H022	40.4175	42.4173	44.4967	46.6959	48.6660
5022	EQUIPMENT PARTS TECHNICIAN	D	MC00	C011	0.0000	37.5144	39.6686	41.5601	42.5162
5023	EQUIPMENT PARTS TECHNICIAN		MC03	H023	35.5205	37.5600	39.3507	40.2564	
5024	FORESTRY CLIMBER	D	MC00	C012	0.0000	0.0000	45.0465	46.4515	47.9182
5025	FORESTRY CLIMBER		MC03	H024	0.0000	0.0000	42.6521	43.9950	45.3714
5026	FORESTRY CLIMBER SUPERVISOR	D	MC00	C013	0.0000	0.0000	52.4046	53.9495	55.5116
5027	FORESTRY CLIMBER SUPERVISOR		MC03	H025	0.0000	0.0000	49.6191	51.0820	52.5612
6018	FORESTRY CLIMBER TRAINEE	D	MC00	C014	0.0000	0.0000	34.7609	36.2215	37.6929
6019	FORESTRY CLIMBER TRAINEE		MC03	H026	0.0000	0.0000	32.9133	34.2962	35.6894
5028	FORESTRY TECHNICIAN	D	MC00	C015	0.0000	0.0000	52.4047	53.9495	55.5116
5029	FORESTRY TECHNICIAN		MC03	H027	0.0000	0.0000	49.6191	51.0820	52.5612
6020	GROUNDKEEPER	D	MC00	C016	0.0000	0.0000	34.8976	35.8164	36.8626
6021	GROUNDKEEPER		MC03	H028	0.0000	0.0000	33.0427	33.9124	34.9032
6024	JANITOR	D	MC00	C017	0.0000	0.0000	32.3338	33.1429	34.0782
6025	JANITOR		MC03	H029	0.0000	0.0000	30.6153	31.3811	32.2668
6026	JANITOR SUPERVISOR	D	MC00	C018	0.0000	0.0000	37.6929	39.0170	40.1623
6027	JANITOR SUPERVISOR		MC03	H030	0.0000	0.0000	35.6894	36.9431	38.0274
6028	LABORER	D	MC00	C019	0.0000	0.0000	36.5280	37.5666	38.7709
6029	LABORER		MC03	H031	0.0000	0.0000	34.0752	35.0439	36.1676
5030	LANDSCAPE EQUIPMENT OPERATOR	D	MC00	C020	0.0000	0.0000	44.1913	45.5357	46.8709
5031	LANDSCAPE EQUIPMENT OPERATOR		MC03	H032	0.0000	0.0000	41.8423	43.1152	44.3795
6030	LANDSCAPE GARDENER	D	MC00	C021	0.0000	0.0000	40.4250	41.5496	42.9261
6031	LANDSCAPE GARDENER		MC03	H033	0.0000	0.0000	38.2765	39.3411	40.6443
6032	LANDSCAPE GARDENER SUPERVISOR	D	MC00	C022	0.0000	0.0000	51.3428	52.8668	54.3692
6033	LANDSCAPE GARDENER SUPERVISOR		MC03	H034	0.0000	0.0000	48.4259	50.0568	51.4795
6034	LANDSCAPE GARDENER TRAINEE	D	MC00	C023	0.0000	0.0000	34.0782	35.0342	36.0117

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6035	LANDSCAPE GARDENER TRAINEE		MC03	H035	0.0000	0.0000	32.2668	33.1717	34.0974
4045	MAIL SERVICES AIDE	K1	MC01	C013	0.0000	0.0000	34.129	35.3336	36.658
4046	MAIL SERVICES AIDE		MC03	H036	0.0000	0.0000	32.3148	33.4554	34.7095
7007	MARINA ASSISTANT	D	MC00	C024	0.0000	0.0000	37.7952	38.8582	40.0680
7006	MARINA ASSISTANT		MC03	H037	0.0000	0.0000	35.7861	36.7928	37.9381
5034	MECHANIC	D	MC00	C025	0.0000	0.0000	49.6550	51.1565	52.6400
5035	MECHANIC		MC03	H039	0.0000	0.0000	47.0157	48.4374	49.8419
5036	MECHANIC LEAD	D	MC00	C026	0.0000	0.0000	53.1202	54.7263	56.3410
5037	MECHANIC LEAD		MC03	H040	0.0000	0.0000	50.2965	51.8175	53.3462
5038	MECHANIC SUPERVISOR	D	MC00	C027	0.0000	0.0000	56.8301	58.5051	60.2946
5039	MECHANIC SUPERVISOR		MC03	H041	0.0000	0.0000	53.8093	55.3955	57.0896
6038	MECHANICAL SWEEPER OPERATOR	D	MC00	C028	0.0000	0.0000	43.3447	44.6450	45.8669
6039	MECHANICAL SWEEPER OPERATOR		MC03	H038	0.0000	0.0000	41.0408	42.2720	43.4292
4047	OFFICE SPECIALIST I	K1	MC01	C014	0.0000	0.0000	31.0624	32.4495	33.8784
4048	OFFICE SPECIALIST I		MC03	H042	0.0000	0.0000	29.4115	30.7244	32.0777
4051	OFFICE SPECIALIST II	K1	MC01	C015	0.0000	0.0000	35.7491	37.3463	39.0066
4052	OFFICE SPECIALIST II		MC03	H043	0.0000	0.0000	33.8489	35.3611	36.9330
4055	OFFICE SPECIALIST III	K1	MC01	C016	0.0000	0.0000	41.5286	43.3988	45.3429
4056	OFFICE SPECIALIST III		MC03	H044	0.0000	0.0000	39.3210	41.0919	42.9329
4059	OFFICE SPECIALIST SUPERVISOR	K2	MC02	C003	41.9172	44.0294	46.2256	48.5478	50.6290
4060	OFFICE SPECIALIST SUPERVISOR		MC03	H045	39.6889	41.6993	43.7687	45.9625	47.9436
7008	PARKING ENFORCEMENT OFFICER	D	MC00	C029	0.0000	0.0000	38.5191	39.6188	40.7555
7009	PARKING ENFORCEMENT OFFICER		MC03	H046	0.0000	0.0000	36.4718	37.5129	38.5893
7010	PARKING ENFORCEMENT SUPERVISOR	D	MC00	C030	0.0000	42.0568	44.1553	46.3730	48.6828
7011	PARKING ENFORCEMENT SUPERVISOR		MC03	H047	0.0000	39.8213	41.8083	43.9082	46.0952
6042	PARKING METER MAINTENANCE AND COLLECTION SUP	D	MC00	C031	0.0000	0.0000	51.7763	53.5042	55.3719
6043	PARKING METER MAINTENANCE AND COLLECTION SUP		MC03	H048	42.2066	44.3159	46.5345	47.9772	49.5093
6044	PARKING METER MAINTENANCE WORKER	D	MC00	C034	0.0000	0.0000	35.2763	36.2535	37.4197
6045	PARKING METER MAINTENANCE WORKER		MC03	H051	0.0000	0.0000	33.4012	34.3263	35.4308
5042	PARKING METER MECHANIC	D	MC00	C033	0.0000	0.0000	39.7524	41.0029	42.3272
5043	PARKING METER MECHANIC		MC03	H050	0.0000	0.0000	37.6394	38.8234	40.0774
5040	PARKING METER MECHANIC TRAINEE	D	MC00	C032	0.0000	0.0000	35.2763	36.2535	37.4197
5041	PARKING METER MECHANIC TRAINEE		MC03	H049	0.0000	0.0000	33.4012	34.3263	35.4308
7016	PUBLIC SAFETY DISPATCHER I	J	MC00	C035	0.0000	0.0000	36.9048	38.7124	40.3308
7017	PUBLIC SAFETY DISPATCHER I		MC03	H052	0.0000	0.0000	34.9432	36.6548	38.1871
7018	PUBLIC SAFETY DISPATCHER II	J	MC00	C036	0.0000	0.0000	51.1971	53.3292	55.5622
7019	PUBLIC SAFETY DISPATCHER II		MC03	H053	0.0000	0.0000	48.4760	50.4947	52.6088
5044	PUBLIC WORKS SUPERVISOR	D	MC00	C037	0.0000	0.0000	51.7763	53.5042	55.3719
5045	PUBLIC WORKS SUPERVISOR		MC03	H054	0.0000	0.0000	49.0240	50.6602	52.4287
4065	RECORDS ASSISTANT	K1	MC01	C018	0.0000	37.5144	39.6686	41.5600	42.5162
4066	RECORDS ASSISTANT		MC03	H056	0.0000	35.5205	37.5600	39.3507	40.2564
1184	RECREATION COORDINATOR	K1	MC01	C019	41.9908	43.6197	45.2484	47.0558	48.7477
1185	RECREATION COORDINATOR		MC03	H055	39.7589	41.3011	42.8431	44.5547	46.1564
6049	REGISTERED VETERINARY TECHNICIAN	D	MC00	C038	0.0000	0.0000	35.2917	37.1547	39.1116
6050	REGISTERED VETERINARY TECHNICIAN		MC03	H057	0.0000	0.0000	33.4158	35.1799	37.0326
5046	ROSARIAN	D	MC00	C039	0.0000	0.0000	42.1168	43.4305	44.7651
5047	ROSARIAN		MC03	H058	0.0000	0.0000	39.8781	41.1218	42.3857
9004	SENIOR ANIMAL CONTROL OFFICER	D	MC00	C040	0.0000	0.0000	43.5249	44.8281	46.1206
2166	SENIOR ANIMAL CONTROL OFFICER		MC03	H065	0.0000	0.0000	41.2115	42.4453	43.6690
7025	SENIOR CRIME SCENE TECHNICIAN	J	MC00	C041	0.0000	0.0000	50.0507	51.9948	54.0124
7026	SENIOR CRIME SCENE TECHNICIAN		MC03	H066	0.0000	0.0000	47.3903	49.2312	51.1414
5050	SENIOR FORESTRY CLIMBER	D	MC00	C042	0.0000	0.0000	47.2987	48.7823	50.3095
5051	SENIOR FORESTRY CLIMBER		MC03	H067	0.0000	0.0000	44.7846	46.1892	47.6353
6053	SENIOR GROUNDSKEEPER	D	MC00	C043	0.0000	0.0000	38.1133	39.2062	40.5092
6054	SENIOR GROUNDSKEEPER		MC03	H068	0.0000	0.0000	36.0875	37.1223	38.3561
6055	SENIOR LANDSCAPE GARDENER	D	MC00	C044	0.0000	0.0000	43.1177	44.4045	45.8262
1209	SENIOR LANDSCAPE GARDENER		MC03	H069	0.0000	0.0000	40.8234	42.0371	43.3905
7027	SENIOR MARINA ASSISTANT	D	MC00	C045	0.0000	0.0000	38.4808	39.5634	40.8558
7028	SENIOR MARINA ASSISTANT		MC03	H070	0.0000	0.0000	36.4354	37.4603	38.6843
5052	SERVICE TECHNICIAN	D	MC00	C046	0.0000	0.0000	41.6862	42.9605	44.2350
5053	SERVICE TECHNICIAN		MC03	H059	0.0000	0.0000	39.4704	40.6770	41.8838
5054	SEWER MAINTENANCE ASSISTANT SUPERVISOR	D	MC00	C047	0.0000	0.0000	48.6861	50.2921	51.9420

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5055	SEWER MAINTENANCE ASSISTANT SUPERVISOR		MC03	H060	0.0000	0.0000	46.0984	47.6190	49.1811
6061	SKILLED LABORER	D	MC00	C048	0.0000	0.0000	38.7709	39.9579	41.2146
6062	SKILLED LABORER		MC03	H061	0.0000	0.0000	36.7101	37.8341	39.0238
6063	SOLID WASTE LOADER OPERATOR	D	MC00	C049	36.3289	39.0029	40.9561	43.0064	45.1456
6064	SOLID WASTE LOADER OPERATOR		MC03	H062	34.3978	36.9299	38.7790	40.7204	42.7459
6067	SOLID WASTE TRUCK DRIVER	D	MC00	C050	0.0000	0.0000	44.3394	46.1463	47.4034
6068	SOLID WASTE TRUCK DRIVER		MC03	H063	0.0000	0.0000	41.9826	43.6934	44.8837
6069	SOLID WASTE WORKER	D	MC00	C051	0.0000	0.0000	38.7303	40.4889	41.6672
6070	SOLID WASTE WORKER		MC03	H064	0.0000	0.0000	36.6716	38.3368	39.4524
7023	SUPERVISING PUBLIC SAFETY DISPATCHER	J	MC00	C052	0.0000	0.0000	58.7248	61.1599	63.7263
7024	SUPERVISING PUBLIC SAFETY DISPATCHER		MC03	H071	0.0000	0.0000	55.6033	57.9091	60.3388
6076	TOOL LENDING SPECIALIST	D	MC00	C053	0.0000	0.0000	40.9712	43.1273	45.3972
6077	TOOL LENDING SPECIALIST		MC03	H072	0.0000	0.0000	37.6595	39.4761	41.3325
6078	TRACTOR TRAILER DRIVER	D	MC00	C054	40.9561	43.0064	45.1455	47.4146	49.7771
6079	TRACTOR TRAILER DRIVER		MC03	H073	38.7790	40.7204	42.7459	44.8944	47.1312
5056	TRAFFIC MAINTENANCE SUPERVISOR	D	MC00	C055	0.0000	0.0000	51.7763	53.5042	55.3719
5057	TRAFFIC MAINTENANCE SUPERVISOR		MC03	H074	0.0000	0.0000	46.5345	47.9673	49.5093
6080	TRAFFIC MAINTENANCE WORKER I	D	MC00	C056	0.0000	0.0000	36.4847	37.5247	38.7438
6081	TRAFFIC MAINTENANCE WORKER I		MC03	H075	0.0000	0.0000	34.5455	35.5302	36.6845
6082	TRAFFIC MAINTENANCE WORKER II	D	MC00	C057	0.0000	38.7438	39.9209	41.1714	42.3587
6083	TRAFFIC MAINTENANCE WORKER II		MC03	H076	0.0000	36.6845	37.7990	38.9829	40.1072
5058	WAREHOUSE OPERATIONS SPECIALIST	D	MC00	C061	0.0000	43.0941	45.2378	47.3816	49.5040
5059	WAREHOUSE OPERATIONS SPECIALIST		MC03	H080	0.0000	40.8035	42.8333	44.8630	46.8729
6086	WEIGHMASTER	D	MC00	C058	0.0000	38.1763	40.3725	42.2956	43.2623
6087	WEIGHMASTER		MC03	H077	0.0000	36.1472	38.2264	40.0475	40.9627
6088	WEIGHMASTER TRAINEE	D	MC00	C059	0.0000	0.0000	37.2623	38.9541	40.0888
6089	WEIGHMASTER TRAINEE		MC03	H078	0.0000	0.0000	35.2817	36.8838	37.9579
5060	WELDER MECHANIC	D	MC00	C060	0.0000	0.0000	50.3011	51.8286	53.3558
5061	WELDER MECHANIC		MC03	H079	0.0000	0.0000	47.6275	49.0736	50.5197
6090	YARDMASTER	D	MC00	C062	0.0000	0.0000	41.2585	42.5762	43.8334
6091	YARDMASTER		MC03	H081	0.0000	0.0000	39.0653	40.3132	41.5035

EXHIBIT C-1 – Salary Ranges effective July 5, 2026

(2.5% Cost of Living Adjustment)

JOB CLASS	CLASSIFICATION TITLE	REP UNIT	BU CODE	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4002	ACCOUNTING OFFICE SPECIALIST II	K1	MC01	C001	0.0000	0.0000	37.4316	39.0685	40.7701
4003	ACCOUNTING OFFICE SPECIALIST II		MC03	H001	0.0000	0.0000	35.4416	36.9917	38.6031
4006	ACCOUNTING OFFICE SPECIALIST III	K1	MC01	C002	0.0000	0.0000	43.3550	45.2723	47.2649
4007	ACCOUNTING OFFICE SPECIALIST III		MC03	H002	0.0000	0.0000	41.0508	42.8657	44.7526
4010	ACCOUNTING OFFICE SPECIALIST SUPERVISOR	K2	MC02	C001	43.7536	45.9186	48.1697	50.5501	52.6828
4011	ACCOUNTING OFFICE SPECIALIST SUPERVISOR		MC03	H003	42.0491	44.1300	46.2934	48.5810	50.6309
3002	ACCOUNTING TECHNICIAN	K1	MC01	C004	42.6657	44.7555	46.9632	49.2790	51.3580
3003	ACCOUNTING TECHNICIAN		MC03	H004	40.3979	42.3766	44.4668	46.6597	48.6282
4014	ADMINISTRATIVE ASSISTANT	K1	MC01	C005	42.9651	45.1301	47.3812	49.7615	51.8947
4015	ADMINISTRATIVE ASSISTANT		MC03	H005	40.6814	42.7313	44.8629	47.1166	49.1361
6000	ANIMAL CONTROL OFFICER	D	MC00	C001	0.0000	0.0000	40.5525	41.7697	42.9867
6001	ANIMAL CONTROL OFFICER		MC03	H006	0.0000	0.0000	38.3968	39.5492	40.7016
6002	ANIMAL SERVICES ASSISTANT	D	MC00	C002	0.0000	0.0000	35.7701	36.7181	37.7844
6003	ANIMAL SERVICES ASSISTANT		MC03	H007	0.0000	0.0000	33.8689	34.7664	35.7759
1008	AQUATICS COORDINATOR	K1	MC01	C006	43.0406	44.7102	46.3796	48.2322	49.9664
1008	AQUATICS COORDINATOR		MC03	H008	40.7529	42.3336	43.9142	45.6686	47.3103
6004	AQUATICS FACILITIES SUPERVISOR	K1	MC01	C007	34.2185	35.9377	37.7293	39.6247	41.6028
6005	AQUATICS FACILITIES SUPERVISOR		MC03	H009	32.3996	34.0275	35.7239	37.5183	39.3916
2028	ASSISTANT AQUATICS COORDINATOR	K1	MC01	C008	36.3192	37.8488	39.2922	40.6709	42.2327

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2029	ASSISTANT AQUATICS COORDINATOR		MC03	H010	34.3888	35.8372	37.2037	38.5089	39.9879
2046	ASSISTANT RECREATION COORDINATOR	K1	MC01	C009	36.3208	37.8535	39.2931	40.6707	42.2344
2047	ASSISTANT RECREATION COORDINATOR		MC03	H011	34.3901	35.8416	37.2044	38.5088	39.9896
5006	BUILDING MAINTENANCE MECHANIC	D	MC00	C003	0.0000	0.0000	48.5295	50.1149	51.7694
5007	BUILDING MAINTENANCE MECHANIC		MC03	H012	0.0000	0.0000	45.9500	47.4510	49.0177
6010	BUILDING MAINTENANCE MECHANIC TRAINEE	D	MC00	C004	0.0000	0.0000	38.8557	40.0740	41.4293
6011	BUILDING MAINTENANCE MECHANIC TRAINEE		MC03	H013	0.0000	0.0000	36.7904	37.9441	39.2271
5009	BUILDING MAINTENANCE SUPERVISOR	D	MC00	C005	0.0000	0.0000	53.9061	55.6067	57.5024
5008	BUILDING MAINTENANCE SUPERVISOR		MC03	H014	0.0000	0.0000	51.0406	52.6508	54.4460
7002	COMMUNITY SERVICE OFFICER	J	MC00	C006	40.9957	42.6279	44.3375	46.0042	47.7545
7003	COMMUNITY SERVICE OFFICER		MC03	H015	35.0841	36.5430	38.0616	39.6506	41.3094
7000	COMMUNITY SERVICE OFFICER SUPERVISOR	J	MC00	C007	45.9422	47.7755	49.6912	51.9078	54.2378
7001	COMMUNITY SERVICE OFFICER SUPERVISOR		MC03	H016	43.5003	45.2360	47.0499	49.1488	51.3548
5016	CONCRETE FINISHER	D	MC00	C008	0.0000	0.0000	47.9742	49.3740	50.7735
5017	CONCRETE FINISHER		MC03	H017	0.0000	0.0000	45.4243	46.7495	48.0746
5019	CONSTRUCTION EQUIPMENT OPERATOR	D	MC00	C009	0.0000	0.0000	44.9290	46.3158	47.8187
5018	CONSTRUCTION EQUIPMENT OPERATOR		MC03	H018	0.0000	0.0000	42.5411	43.8540	45.2771
6016	CONTAINER MAINTENANCE WELDER	D	MC00	C010	0.0000	0.0000	39.9908	41.2253	42.4151
6017	CONTAINER MAINTENANCE WELDER		MC03	H019	0.0000	0.0000	37.8650	39.0342	40.1605
4021	CUSTOMER SERVICE SPECIALIST II	K1	MC01	C010	0.0000	0.0000	38.3250	40.3433	42.4699
4022	CUSTOMER SERVICE SPECIALIST II		MC03	H020	0.0000	0.0000	36.2879	38.1989	40.2126
4023	CUSTOMER SERVICE SPECIALIST III	K1	MC01	C011	0.0000	0.0000	43.3550	45.2723	47.2649
4024	CUSTOMER SERVICE SPECIALIST III		MC03	H021	0.0000	0.0000	41.0508	42.8657	44.7526
4025	CUSTOMER SERVICE SUPERVISOR	K2	MC02	C002	43.7536	45.9186	48.1697	50.5501	52.6828
4026	CUSTOMER SERVICE SUPERVISOR		MC03	H022	41.4279	43.4777	45.6091	47.8633	49.8827
5022	EQUIPMENT PARTS TECHNICIAN	D	MC00	C011	0.0000	38.4523	40.6603	42.5991	43.5791
5023	EQUIPMENT PARTS TECHNICIAN		MC03	H023	36.4085	38.4990	40.3345	41.2628	
5024	FORESTRY CLIMBER	D	MC00	C012	0.0000	0.0000	46.1727	47.6128	49.1162
5025	FORESTRY CLIMBER		MC03	H024	0.0000	0.0000	43.7184	45.0949	46.5057
5026	FORESTRY CLIMBER SUPERVISOR	D	MC00	C013	0.0000	0.0000	53.7147	55.2982	56.8994
5027	FORESTRY CLIMBER SUPERVISOR		MC03	H025	0.0000	0.0000	50.8596	52.3591	53.8752
6018	FORESTRY CLIMBER TRAINEE	D	MC00	C014	0.0000	0.0000	35.6299	37.1270	38.6352
6019	FORESTRY CLIMBER TRAINEE		MC03	H026	0.0000	0.0000	33.7361	35.1536	36.5816
5028	FORESTRY TECHNICIAN	D	MC00	C015	0.0000	0.0000	53.7148	55.2982	56.8994
5029	FORESTRY TECHNICIAN		MC03	H027	0.0000	0.0000	50.8596	52.3591	53.8752
6020	GROUNDSKEEPER	D	MC00	C016	0.0000	0.0000	35.7700	36.7118	37.7842
6021	GROUNDSKEEPER		MC03	H028	0.0000	0.0000	33.8688	34.7602	35.7758
6024	JANITOR	D	MC00	C017	0.0000	0.0000	33.1421	33.9715	34.9302
6025	JANITOR		MC03	H029	0.0000	0.0000	31.3807	32.1656	33.0735
6026	JANITOR SUPERVISOR	D	MC00	C018	0.0000	0.0000	38.6352	39.9924	41.1664
6027	JANITOR SUPERVISOR		MC03	H030	0.0000	0.0000	36.5816	37.8667	38.9781
6028	LABORER	D	MC00	C019	0.0000	0.0000	37.4412	38.5058	39.7402
6029	LABORER		MC03	H031	0.0000	0.0000	34.9271	35.9200	37.0718
5030	LANDSCAPE EQUIPMENT OPERATOR	D	MC00	C020	0.0000	0.0000	45.2961	46.6741	48.0427
5031	LANDSCAPE EQUIPMENT OPERATOR		MC03	H032	0.0000	0.0000	42.8884	44.1931	45.4890
6030	LANDSCAPE GARDENER	D	MC00	C021	0.0000	0.0000	41.4356	42.5883	43.9993
6031	LANDSCAPE GARDENER		MC03	H033	0.0000	0.0000	39.2334	40.3246	41.6604
6032	LANDSCAPE GARDENER SUPERVISOR	D	MC00	C022	0.0000	0.0000	52.6264	54.1885	55.7284
6033	LANDSCAPE GARDENER SUPERVISOR		MC03	H034	0.0000	0.0000	49.6365	51.3082	52.7665
6034	LANDSCAPE GARDENER TRAINEE	D	MC00	C023	0.0000	0.0000	34.9302	35.9101	36.9120
6035	LANDSCAPE GARDENER TRAINEE		MC03	H035	0.0000	0.0000	33.0735	34.0010	34.9498
4045	MAIL SERVICES AIDE	K1	MC01	C013	0.0000	0.0000	34.9822	36.2169	37.5745
4046	MAIL SERVICES AIDE		MC03	H036	0.0000	0.0000	33.1227	34.2918	35.5772
7007	MARINA ASSISTANT	D	MC00	C024	0.0000	0.0000	38.7401	39.8297	41.0697
7006	MARINA ASSISTANT		MC03	H037	0.0000	0.0000	36.6808	37.7126	38.8866
5034	MECHANIC	D	MC00	C025	0.0000	0.0000	50.8964	52.4354	53.9560
5035	MECHANIC		MC03	H039	0.0000	0.0000	48.1911	49.6483	51.0879
5036	MECHANIC LEAD	D	MC00	C026	0.0000	0.0000	54.4482	56.0945	57.7495
5037	MECHANIC LEAD		MC03	H040	0.0000	0.0000	51.5539	53.1129	54.6799
5038	MECHANIC SUPERVISOR	D	MC00	C027	0.0000	0.0000	58.2509	59.9677	61.8020
5039	MECHANIC SUPERVISOR		MC03	H041	0.0000	0.0000	55.1545	56.7804	58.5168
6038	MECHANICAL SWEEPER OPERATOR	D	MC00	C028	0.0000	0.0000	44.4283	45.7611	47.0136
6039	MECHANICAL SWEEPER OPERATOR		MC03	H038	0.0000	0.0000	42.0668	43.3288	44.5149

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4047	OFFICE SPECIALIST I	K1	MC01	C014	0.0000	0.0000	31.8390	33.2607	34.7254
4048	OFFICE SPECIALIST I		MC03	H042	0.0000	0.0000	30.1468	31.4925	32.8796
4051	OFFICE SPECIALIST II	K1	MC01	C015	0.0000	0.0000	36.6428	38.2800	39.9818
4052	OFFICE SPECIALIST II		MC03	H043	0.0000	0.0000	34.6951	36.2451	37.8563
4055	OFFICE SPECIALIST III	K1	MC01	C016	0.0000	0.0000	42.5668	44.4838	46.4765
4056	OFFICE SPECIALIST III		MC03	H044	0.0000	0.0000	40.3040	42.1192	44.0062
4059	OFFICE SPECIALIST SUPERVISOR	K2	MC02	C003	42.9651	45.1301	47.3812	49.7615	51.8947
4060	OFFICE SPECIALIST SUPERVISOR		MC03	H045	40.6811	42.7418	44.8629	47.1116	49.1422
7008	PARKING ENFORCEMENT OFFICER	D	MC00	C029	0.0000	0.0000	39.4821	40.6093	41.7744
7009	PARKING ENFORCEMENT OFFICER		MC03	H046	0.0000	0.0000	37.3836	38.4507	39.5540
7010	PARKING ENFORCEMENT SUPERVISOR	D	MC00	C030	0.0000	43.1082	45.2592	47.5323	49.8999
7011	PARKING ENFORCEMENT SUPERVISOR		MC03	H047	0.0000	40.8168	42.8535	45.0059	47.2476
6042	PARKING METER MAINTENANCE AND COLLECTION SUP	D	MC00	C031	0.0000	0.0000	53.0707	54.8418	56.7562
6043	PARKING METER MAINTENANCE AND COLLECTION SUP		MC03	H048	43.2618	45.4238	47.6979	49.1766	50.7470
6044	PARKING METER MAINTENANCE WORKER	D	MC00	C034	0.0000	0.0000	36.1582	37.1598	38.3552
6045	PARKING METER MAINTENANCE WORKER		MC03	H051	0.0000	0.0000	34.2362	35.1845	36.3166
5042	PARKING METER MECHANIC	D	MC00	C033	0.0000	0.0000	40.7462	42.0280	43.3854
5043	PARKING METER MECHANIC		MC03	H050	0.0000	0.0000	38.5804	39.7940	41.0793
5040	PARKING METER MECHANIC TRAINEE	D	MC00	C032	0.0000	0.0000	36.1582	37.1598	38.3552
5041	PARKING METER MECHANIC TRAINEE		MC03	H049	0.0000	0.0000	34.2362	35.1845	36.3166
7016	PUBLIC SAFETY DISPATCHER I	J	MC00	C035	0.0000	0.0000	37.8274	39.6802	41.3391
7017	PUBLIC SAFETY DISPATCHER I		MC03	H052	0.0000	0.0000	35.8168	37.5712	39.1418
7018	PUBLIC SAFETY DISPATCHER II	J	MC00	C036	0.0000	0.0000	52.4770	54.6624	56.9513
7019	PUBLIC SAFETY DISPATCHER II		MC03	H053	0.0000	0.0000	49.6879	51.7571	53.9240
5044	PUBLIC WORKS SUPERVISOR	D	MC00	C037	0.0000	0.0000	53.0707	54.8418	56.7562
5045	PUBLIC WORKS SUPERVISOR		MC03	H054	0.0000	0.0000	50.2496	51.9267	53.7394
4065	RECORDS ASSISTANT	K1	MC01	C018	0.0000	38.4523	40.6603	42.5990	43.5791
4066	RECORDS ASSISTANT		MC03	H056	0.0000	36.4085	38.4990	40.3345	41.2628
1184	RECREATION COORDINATOR	K1	MC01	C019	43.0406	44.7102	46.3796	48.2322	49.9664
1185	RECREATION COORDINATOR		MC03	H055	40.7529	42.3336	43.9142	45.6686	47.3103
6049	REGISTERED VETERINARY TECHNICIAN	D	MC00	C038	0.0000	0.0000	36.1740	38.0836	40.0894
6050	REGISTERED VETERINARY TECHNICIAN		MC03	H057	0.0000	0.0000	34.2512	36.0594	37.9584
5046	ROSARIAN	D	MC00	C039	0.0000	0.0000	43.1697	44.5163	45.8842
5047	ROSARIAN		MC03	H058	0.0000	0.0000	40.8751	42.1498	43.4453
9004	SENIOR ANIMAL CONTROL OFFICER	D	MC00	C040	0.0000	0.0000	44.6130	45.9488	47.2736
2166	SENIOR ANIMAL CONTROL OFFICER		MC03	H065	0.0000	0.0000	42.2418	43.5064	44.7607
7025	SENIOR CRIME SCENE TECHNICIAN	J	MC00	C041	0.0000	0.0000	51.3020	53.2947	55.3627
7026	SENIOR CRIME SCENE TECHNICIAN		MC03	H066	0.0000	0.0000	48.5751	50.4620	52.4199
5050	SENIOR FORESTRY CLIMBER	D	MC00	C042	0.0000	0.0000	48.4812	50.0019	51.5672
5051	SENIOR FORESTRY CLIMBER		MC03	H067	0.0000	0.0000	45.9042	47.3439	48.8262
6053	SENIOR GROUNDSKEEPER	D	MC00	C043	0.0000	0.0000	39.0661	40.1864	41.5219
6054	SENIOR GROUNDSKEEPER		MC03	H068	0.0000	0.0000	36.9897	38.0504	39.3150
6055	SENIOR LANDSCAPE GARDENER	D	MC00	C044	0.0000	0.0000	44.1956	45.5146	46.9719
1209	SENIOR LANDSCAPE GARDENER		MC03	H069	0.0000	0.0000	41.8440	43.0880	44.4753
7027	SENIOR MARINA ASSISTANT	D	MC00	C045	0.0000	0.0000	39.4428	40.5525	41.8772
7028	SENIOR MARINA ASSISTANT		MC03	H070	0.0000	0.0000	37.3463	38.3968	39.6514
5052	SERVICE TECHNICIAN	D	MC00	C046	0.0000	0.0000	42.7284	44.0345	45.3409
5053	SERVICE TECHNICIAN		MC03	H059	0.0000	0.0000	40.4572	41.6939	42.9309
5054	SEWER MAINTENANCE ASSISTANT SUPERVISOR	D	MC00	C047	0.0000	0.0000	49.9033	51.5494	53.2406
5055	SEWER MAINTENANCE ASSISTANT SUPERVISOR		MC03	H060	0.0000	0.0000	47.2509	48.8095	50.4106
6061	SKILLED LABORER	D	MC00	C048	0.0000	0.0000	39.7402	40.9568	42.2450
6062	SKILLED LABORER		MC03	H061	0.0000	0.0000	37.6279	38.7800	39.9994
6063	SOLID WASTE LOADER OPERATOR	D	MC00	C049	37.2371	39.9780	41.9800	44.0816	46.2742
6064	SOLID WASTE LOADER OPERATOR		MC03	H062	35.2577	37.8531	39.7485	41.7384	43.8145
6067	SOLID WASTE TRUCK DRIVER	D	MC00	C050	0.0000	0.0000	45.4479	47.3000	48.5885
6068	SOLID WASTE TRUCK DRIVER		MC03	H063	0.0000	0.0000	43.0322	44.7857	46.0058
6069	SOLID WASTE WORKER	D	MC00	C051	0.0000	0.0000	39.6986	41.5011	42.7089
6070	SOLID WASTE WORKER		MC03	H064	0.0000	0.0000	37.5884	39.2952	40.4387
7023	SUPERVISING PUBLIC SAFETY DISPATCHER	J	MC00	C052	0.0000	0.0000	60.1929	62.6889	65.3195
7024	SUPERVISING PUBLIC SAFETY DISPATCHER		MC03	H071	0.0000	0.0000	56.9934	59.3568	61.8473
6076	TOOL LENDING SPECIALIST	D	MC00	C053	0.0000	0.0000	41.9955	44.2055	46.5321
6077	TOOL LENDING SPECIALIST		MC03	H072	0.0000	0.0000	38.6010	40.4630	42.3658
6078	TRACTOR TRAILER DRIVER	D	MC00	C054	41.9800	44.0816	46.2741	48.6000	51.0215

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6079	TRACTOR TRAILER DRIVER		MC03	H073	39.7485	41.7384	43.8145	46.0168	48.3095
5056	TRAFFIC MAINTENANCE SUPERVISOR	D	MC00	C055	0.0000	0.0000	53.0707	54.8418	56.7562
5057	TRAFFIC MAINTENANCE SUPERVISOR		MC03	H074	0.0000	0.0000	47.6979	49.1665	50.7470
6080	TRAFFIC MAINTENANCE WORKER I	D	MC00	C056	0.0000	0.0000	37.3968	38.4628	39.7124
6081	TRAFFIC MAINTENANCE WORKER I		MC03	H075	0.0000	0.0000	35.4091	36.4185	37.6016
6082	TRAFFIC MAINTENANCE WORKER II	D	MC00	C057	0.0000	39.7124	40.9189	42.2007	43.4177
6083	TRAFFIC MAINTENANCE WORKER II		MC03	H076	0.0000	37.6016	38.7440	39.9575	41.1099
5058	WAREHOUSE OPERATIONS SPECIALIST	D	MC00	C061	0.0000	44.1715	46.3687	48.5661	50.7416
5059	WAREHOUSE OPERATIONS SPECIALIST		MC03	H080	0.0000	41.8236	43.9041	45.9846	48.0447
6086	WEIGHMASTER	D	MC00	C058	0.0000	39.1307	41.3818	43.3530	44.3439
6087	WEIGHMASTER		MC03	H077	0.0000	37.0509	39.1821	41.0487	41.9868
6088	WEIGHMASTER TRAINEE	D	MC00	C059	0.0000	0.0000	38.1939	39.9280	41.0910
6089	WEIGHMASTER TRAINEE		MC03	H078	0.0000	0.0000	36.1637	37.8059	38.9068
5060	WELDER MECHANIC	D	MC00	C060	0.0000	0.0000	51.5586	53.1243	54.6897
5061	WELDER MECHANIC		MC03	H079	0.0000	0.0000	48.8182	50.3004	51.7827
6090	YARDMASTER	D	MC00	C062	0.0000	0.0000	42.2900	43.6406	44.9292
6091	YARDMASTER		MC03	H081	0.0000	0.0000	40.0419	41.3210	42.5411

EXHIBIT C-2 – Salary Ranges effective January 3, 2027

(2% Cost of Living Adjustment)

JOB CLASS	CLASSIFICATION TITLE	REP UNIT	BU CODE	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4002	ACCOUNTING OFFICE SPECIALIST II	K1	MC01	C001	0.0000	0.0000	38.1802	39.8499	41.5855
4003	ACCOUNTING OFFICE SPECIALIST II		MC03	H001	0.0000	0.0000	36.1504	37.7315	39.3752
4006	ACCOUNTING OFFICE SPECIALIST III	K1	MC01	C002	0.0000	0.0000	44.2221	46.1777	48.2102
4007	ACCOUNTING OFFICE SPECIALIST III		MC03	H002	0.0000	0.0000	41.8718	43.7230	45.6477
4010	ACCOUNTING OFFICE SPECIALIST SUPERVISOR	K2	MC02	C001	44.6287	46.8370	49.1331	51.5611	53.7365
4011	ACCOUNTING OFFICE SPECIALIST SUPERVISOR		MC03	H003	42.8901	45.0126	47.2193	49.5526	51.6435
3002	ACCOUNTING TECHNICIAN	K1	MC01	C004	43.5190	45.6506	47.9025	50.2646	52.3852
3003	ACCOUNTING TECHNICIAN		MC03	H004	41.2059	43.2241	45.3561	47.5929	49.6008
4014	ADMINISTRATIVE ASSISTANT	K1	MC01	C005	43.8244	46.0327	48.3288	50.7567	52.9326
4015	ADMINISTRATIVE ASSISTANT		MC03	H005	41.4950	43.5859	45.7602	48.0589	50.1188
6000	ANIMAL CONTROL OFFICER	D	MC00	C001	0.0000	0.0000	41.3636	42.6051	43.8464
6001	ANIMAL CONTROL OFFICER		MC03	H006	0.0000	0.0000	39.1647	40.3402	41.5156
6002	ANIMAL SERVICES ASSISTANT	D	MC00	C002	0.0000	0.0000	36.4855	37.4525	38.5401
6003	ANIMAL SERVICES ASSISTANT		MC03	H007	0.0000	0.0000	34.5463	35.4617	36.4914
1008	AQUATICS COORDINATOR	K1	MC01	C006	43.9014	45.6044	47.3072	49.1968	50.9657
1008	AQUATICS COORDINATOR		MC03	H008	41.5680	43.1803	44.7925	46.5820	48.2565
6004	AQUATICS FACILITIES SUPERVISOR	K1	MC01	C007	34.9029	36.6565	38.4839	40.4172	42.4349
6005	AQUATICS FACILITIES SUPERVISOR		MC03	H009	33.0476	34.7081	36.4384	38.2687	40.1794
2028	ASSISTANT AQUATICS COORDINATOR	K1	MC01	C008	37.0456	38.6058	40.0780	41.4843	43.0774
2029	ASSISTANT AQUATICS COORDINATOR		MC03	H010	35.0766	36.5539	37.9478	39.2791	40.7877
2046	ASSISTANT RECREATION COORDINATOR	K1	MC01	C009	37.0472	38.6106	40.0790	41.4841	43.0791
2047	ASSISTANT RECREATION COORDINATOR		MC03	H011	35.0779	36.5584	37.9485	39.2790	40.7894
5006	BUILDING MAINTENANCE MECHANIC	D	MC00	C003	0.0000	0.0000	49.5001	51.1172	52.8048
5007	BUILDING MAINTENANCE MECHANIC		MC03	H012	0.0000	0.0000	46.8690	48.4000	49.9981
6010	BUILDING MAINTENANCE MECHANIC TRAINEE	D	MC00	C004	0.0000	0.0000	39.6328	40.8755	42.2579
6011	BUILDING MAINTENANCE MECHANIC TRAINEE		MC03	H013	0.0000	0.0000	37.5262	38.7030	40.0116
5009	BUILDING MAINTENANCE SUPERVISOR	D	MC00	C005	0.0000	0.0000	54.9842	56.7188	58.6524
5008	BUILDING MAINTENANCE SUPERVISOR		MC03	H014	0.0000	0.0000	52.0614	53.7038	55.5349
7002	COMMUNITY SERVICE OFFICER	J	MC00	C006	41.8156	43.4805	45.2243	46.9243	48.7096
7003	COMMUNITY SERVICE OFFICER		MC03	H015	35.7858	37.2739	38.8228	40.4436	42.1356
7000	COMMUNITY SERVICE OFFICER SUPERVISOR	J	MC00	C007	46.8610	48.7310	50.6850	52.9460	55.3226
7001	COMMUNITY SERVICE OFFICER SUPERVISOR		MC03	H016	44.3703	46.1407	47.9909	50.1318	52.3819
5016	CONCRETE FINISHER	D	MC00	C008	0.0000	0.0000	48.9337	50.3615	51.7890
5017	CONCRETE FINISHER		MC03	H017	0.0000	0.0000	46.3328	47.6845	49.0361
5019	CONSTRUCTION EQUIPMENT OPERATOR	D	MC00	C009	0.0000	0.0000	45.8276	47.2421	48.7751
5018	CONSTRUCTION EQUIPMENT OPERATOR		MC03	H018	0.0000	0.0000	43.3919	44.7311	46.1826

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6016	CONTAINER MAINTENANCE WELDER	D	MC00	C010	0.0000	0.0000	40.7906	42.0498	43.2634
6017	CONTAINER MAINTENANCE WELDER		MC03	H019	0.0000	0.0000	38.6223	39.8149	40.9637
4021	CUSTOMER SERVICE SPECIALIST II	K1	MC01	C010	0.0000	0.0000	39.0915	41.1502	43.3193
4022	CUSTOMER SERVICE SPECIALIST II		MC03	H020	0.0000	0.0000	37.0137	38.9629	41.0169
4023	CUSTOMER SERVICE SPECIALIST III	K1	MC01	C011	0.0000	0.0000	44.2221	46.1777	48.2102
4024	CUSTOMER SERVICE SPECIALIST III		MC03	H021	0.0000	0.0000	41.8718	43.7230	45.6477
4025	CUSTOMER SERVICE SUPERVISOR	K2	MC02	C002	44.6287	46.8370	49.1331	51.5611	53.7365
4026	CUSTOMER SERVICE SUPERVISOR		MC03	H022	42.2565	44.3473	46.5213	48.8206	50.8804
5022	EQUIPMENT PARTS TECHNICIAN	D	MC00	C011	0.0000	0.0000	39.2213	41.4735	43.4511
5023	EQUIPMENT PARTS TECHNICIAN		MC03	H023	37.1367	39.2690	41.1412	42.0881	
5024	FORESTRY CLIMBER	D	MC00	C012	0.0000	0.0000	47.0962	48.5651	50.0985
5025	FORESTRY CLIMBER		MC03	H024	0.0000	0.0000	44.5928	45.9968	47.4358
5026	FORESTRY CLIMBER SUPERVISOR	D	MC00	C013	0.0000	0.0000	54.7890	56.4042	58.0374
5027	FORESTRY CLIMBER SUPERVISOR		MC03	H025	0.0000	0.0000	51.8768	53.4063	54.9527
6018	FORESTRY CLIMBER TRAINEE	D	MC00	C014	0.0000	0.0000	36.3425	37.8695	39.4079
6019	FORESTRY CLIMBER TRAINEE		MC03	H026	0.0000	0.0000	34.4108	35.8567	37.3132
5028	FORESTRY TECHNICIAN	D	MC00	C015	0.0000	0.0000	54.7891	56.4042	58.0374
5029	FORESTRY TECHNICIAN		MC03	H027	0.0000	0.0000	51.8768	53.4063	54.9527
6020	GROUNDSKEEPER	D	MC00	C016	0.0000	0.0000	36.4854	37.4460	38.5399
6021	GROUNDSKEEPER		MC03	H028	0.0000	0.0000	34.5462	35.4554	36.4913
6024	JANITOR	D	MC00	C017	0.0000	0.0000	33.8049	34.6509	35.6288
6025	JANITOR		MC03	H029	0.0000	0.0000	32.0083	32.8089	33.7350
6026	JANITOR SUPERVISOR	D	MC00	C018	0.0000	0.0000	39.4079	40.7922	41.9897
6027	JANITOR SUPERVISOR		MC03	H030	0.0000	0.0000	37.3132	38.6240	39.7577
6028	LABORER	D	MC00	C019	0.0000	0.0000	38.1900	39.2759	40.5350
6029	LABORER		MC03	H031	0.0000	0.0000	35.6256	36.6384	37.8132
5030	LANDSCAPE EQUIPMENT OPERATOR	D	MC00	C020	0.0000	0.0000	46.2020	47.6076	49.0036
5031	LANDSCAPE EQUIPMENT OPERATOR		MC03	H032	0.0000	0.0000	43.7462	45.0770	46.3988
6030	LANDSCAPE GARDENER	D	MC00	C021	0.0000	0.0000	42.2643	43.4401	44.8793
6031	LANDSCAPE GARDENER		MC03	H033	0.0000	0.0000	40.0181	41.1311	42.4936
6032	LANDSCAPE GARDENER SUPERVISOR	D	MC00	C022	0.0000	0.0000	53.6789	55.2723	56.8430
6033	LANDSCAPE GARDENER SUPERVISOR		MC03	H034	0.0000	0.0000	50.6292	52.3344	53.8218
6034	LANDSCAPE GARDENER TRAINEE	D	MC00	C023	0.0000	0.0000	35.6288	36.6283	37.6502
6035	LANDSCAPE GARDENER TRAINEE		MC03	H035	0.0000	0.0000	33.7350	34.6810	35.6488
4045	MAIL SERVICES AIDE	K1	MC01	C013	0.0000	0.0000	35.6818	36.9412	38.326
4046	MAIL SERVICES AIDE		MC03	H036	0.0000	0.0000	33.7852	34.9776	36.2887
7007	MARINA ASSISTANT	D	MC00	C024	0.0000	0.0000	39.5149	40.6263	41.8911
7006	MARINA ASSISTANT		MC03	H037	0.0000	0.0000	37.4144	38.4669	39.6643
5034	MECHANIC	D	MC00	C025	0.0000	0.0000	51.9143	53.4841	55.0351
5035	MECHANIC		MC03	H039	0.0000	0.0000	49.1549	50.6413	52.1097
5036	MECHANIC LEAD	D	MC00	C026	0.0000	0.0000	55.5372	57.2164	58.9045
5037	MECHANIC LEAD		MC03	H040	0.0000	0.0000	52.5850	54.1752	55.7735
5038	MECHANIC SUPERVISOR	D	MC00	C027	0.0000	0.0000	59.4159	61.1671	63.0380
5039	MECHANIC SUPERVISOR		MC03	H041	0.0000	0.0000	56.2576	57.9160	59.6871
6038	MECHANICAL SWEEPER OPERATOR	D	MC00	C028	0.0000	0.0000	45.3169	46.6763	47.9539
6039	MECHANICAL SWEEPER OPERATOR		MC03	H038	0.0000	0.0000	42.9081	44.1954	45.4052
4047	OFFICE SPECIALIST I	K1	MC01	C014	0.0000	0.0000	32.4758	33.9259	35.4199
4048	OFFICE SPECIALIST I		MC03	H042	0.0000	0.0000	30.7497	32.1224	33.5372
4051	OFFICE SPECIALIST II	K1	MC01	C015	0.0000	0.0000	37.3757	39.0456	40.7814
4052	OFFICE SPECIALIST II		MC03	H043	0.0000	0.0000	35.3890	36.9700	38.6134
4055	OFFICE SPECIALIST III	K1	MC01	C016	0.0000	0.0000	43.4181	45.3735	47.4060
4056	OFFICE SPECIALIST III		MC03	H044	0.0000	0.0000	41.1101	42.9616	44.8863
4059	OFFICE SPECIALIST SUPERVISOR	K2	MC02	C003	43.8244	46.0327	48.3288	50.7567	52.9326
4060	OFFICE SPECIALIST SUPERVISOR		MC03	H045	41.4947	43.5966	45.7602	48.0538	50.1250
7008	PARKING ENFORCEMENT OFFICER	D	MC00	C029	0.0000	0.0000	40.2717	41.4215	42.6099
7009	PARKING ENFORCEMENT OFFICER		MC03	H046	0.0000	0.0000	38.1313	39.2197	40.3451
7010	PARKING ENFORCEMENT SUPERVISOR	D	MC00	C030	0.0000	43.9704	46.1644	48.4829	50.8979
7011	PARKING ENFORCEMENT SUPERVISOR		MC03	H047	0.0000	41.6331	43.7106	45.9060	48.1926
6042	PARKING METER MAINTENANCE AND COLLECTION SUP	D	MC00	C031	0.0000	0.0000	54.1321	55.9386	57.8913
6043	PARKING METER MAINTENANCE AND COLLECTION SUP		MC03	H048	44.1270	46.3323	48.6519	50.1601	51.7619
6044	PARKING METER MAINTENANCE WORKER	D	MC00	C034	0.0000	0.0000	36.8814	37.9030	39.1223
6045	PARKING METER MAINTENANCE WORKER		MC03	H051	0.0000	0.0000	34.9209	35.8882	37.0429

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5042	PARKING METER MECHANIC	D	MC00	C033	0.0000	0.0000	41.5611	42.8686	44.2531
5043	PARKING METER MECHANIC		MC03	H050	0.0000	0.0000	39.3520	40.5899	41.9009
5040	PARKING METER MECHANIC TRAINEE	D	MC00	C032	0.0000	0.0000	36.8814	37.9030	39.1223
5041	PARKING METER MECHANIC TRAINEE		MC03	H049	0.0000	0.0000	34.9209	35.8882	37.0429
7016	PUBLIC SAFETY DISPATCHER I	J	MC00	C035	0.0000	0.0000	38.5839	40.4738	42.1659
7017	PUBLIC SAFETY DISPATCHER I		MC03	H052	0.0000	0.0000	36.5331	38.3226	39.9246
7018	PUBLIC SAFETY DISPATCHER II	J	MC00	C036	0.0000	0.0000	53.5265	55.7556	58.0903
7019	PUBLIC SAFETY DISPATCHER II		MC03	H053	0.0000	0.0000	50.6817	52.7922	55.0025
5044	PUBLIC WORKS SUPERVISOR	D	MC00	C037	0.0000	0.0000	54.1321	55.9386	57.8913
5045	PUBLIC WORKS SUPERVISOR		MC03	H054	0.0000	0.0000	51.2546	52.9652	54.8142
4065	RECORDS ASSISTANT	K1	MC01	C018	0.0000	39.2213	41.4735	43.4510	44.4507
4066	RECORDS ASSISTANT		MC03	H056	0.0000	37.1367	39.2690	41.1412	42.0881
1184	RECREATION COORDINATOR	K1	MC01	C019	43.9014	45.6044	47.3072	49.1968	50.9657
1185	RECREATION COORDINATOR		MC03	H055	41.5680	43.1803	44.7925	46.5820	48.2565
6049	REGISTERED VETERINARY TECHNICIAN	D	MC00	C038	0.0000	0.0000	36.8975	38.8453	40.8912
6050	REGISTERED VETERINARY TECHNICIAN		MC03	H057	0.0000	0.0000	34.9362	36.7806	38.7176
5046	ROSARIAN	D	MC00	C039	0.0000	0.0000	44.0331	45.4066	46.8019
5047	ROSARIAN		MC03	H058	0.0000	0.0000	41.6926	42.9928	44.3142
9004	SENIOR ANIMAL CONTROL OFFICER	D	MC00	C040	0.0000	0.0000	45.5053	46.8678	48.2191
2166	SENIOR ANIMAL CONTROL OFFICER		MC03	H065	0.0000	0.0000	43.0866	44.3765	45.6559
7025	SENIOR CRIME SCENE TECHNICIAN	J	MC00	C041	0.0000	0.0000	52.3280	54.3606	56.4700
7026	SENIOR CRIME SCENE TECHNICIAN		MC03	H066	0.0000	0.0000	49.5466	51.4712	53.4683
5050	SENIOR FORESTRY CLIMBER	D	MC00	C042	0.0000	0.0000	49.4508	51.0019	52.5985
5051	SENIOR FORESTRY CLIMBER		MC03	H067	0.0000	0.0000	46.8223	48.2908	49.8027
6053	SENIOR GROUNDSKEEPER	D	MC00	C043	0.0000	0.0000	39.8474	40.9901	42.3523
6054	SENIOR GROUNDSKEEPER		MC03	H068	0.0000	0.0000	37.7295	38.8114	40.1013
6055	SENIOR LANDSCAPE GARDENER	D	MC00	C044	0.0000	0.0000	45.0795	46.4249	47.9113
1209	SENIOR LANDSCAPE GARDENER		MC03	H069	0.0000	0.0000	42.6809	43.9498	45.3648
7027	SENIOR MARINA ASSISTANT	D	MC00	C045	0.0000	0.0000	40.2317	41.3636	42.7147
7028	SENIOR MARINA ASSISTANT		MC03	H070	0.0000	0.0000	38.0932	39.1647	40.4444
5052	SERVICE TECHNICIAN	D	MC00	C046	0.0000	0.0000	43.5830	44.9152	46.2477
5053	SERVICE TECHNICIAN		MC03	H059	0.0000	0.0000	41.2663	42.5278	43.7895
5054	SEWER MAINTENANCE ASSISTANT SUPERVISOR	D	MC00	C047	0.0000	0.0000	50.9014	52.5804	54.3054
5055	SEWER MAINTENANCE ASSISTANT SUPERVISOR		MC03	H060	0.0000	0.0000	48.1959	49.7857	51.4188
6061	SKILLED LABORER	D	MC00	C048	0.0000	0.0000	40.5350	41.7759	43.0899
6062	SKILLED LABORER		MC03	H061	0.0000	0.0000	38.3805	39.5556	40.7994
6063	SOLID WASTE LOADER OPERATOR	D	MC00	C049	37.9818	40.7776	42.8196	44.9632	47.1997
6064	SOLID WASTE LOADER OPERATOR		MC03	H062	35.9629	38.6102	40.5435	42.5732	44.6908
6067	SOLID WASTE TRUCK DRIVER	D	MC00	C050	0.0000	0.0000	46.3569	48.2460	49.5603
6068	SOLID WASTE TRUCK DRIVER		MC03	H063	0.0000	0.0000	43.8928	45.6814	46.9259
6069	SOLID WASTE WORKER	D	MC00	C051	0.0000	0.0000	40.4926	42.3311	43.5631
6070	SOLID WASTE WORKER		MC03	H064	0.0000	0.0000	38.3402	40.0811	41.2475
7023	SUPERVISING PUBLIC SAFETY DISPATCHER	J	MC00	C052	0.0000	0.0000	61.3968	63.9427	66.6259
7024	SUPERVISING PUBLIC SAFETY DISPATCHER		MC03	H071	0.0000	0.0000	58.1333	60.5439	63.0842
6076	TOOL LENDING SPECIALIST	D	MC00	C053	0.0000	0.0000	42.8354	45.0896	47.4627
6077	TOOL LENDING SPECIALIST		MC03	H072	0.0000	0.0000	39.3730	41.2723	43.2131
6078	TRACTOR TRAILER DRIVER	D	MC00	C054	42.8196	44.9632	47.1996	49.5720	52.0419
6079	TRACTOR TRAILER DRIVER		MC03	H073	40.5435	42.5732	44.6908	46.9371	49.2757
5056	TRAFFIC MAINTENANCE SUPERVISOR	D	MC00	C055	0.0000	0.0000	54.1321	55.9386	57.8913
5057	TRAFFIC MAINTENANCE SUPERVISOR		MC03	H074	0.0000	0.0000	48.6519	50.1498	51.7619
6080	TRAFFIC MAINTENANCE WORKER I	D	MC00	C056	0.0000	0.0000	38.1447	39.2321	40.5066
6081	TRAFFIC MAINTENANCE WORKER I		MC03	H075	0.0000	0.0000	36.1173	37.1469	38.3536
6082	TRAFFIC MAINTENANCE WORKER II	D	MC00	C057	0.0000	40.5066	41.7373	43.0447	44.2861
6083	TRAFFIC MAINTENANCE WORKER II		MC03	H076	0.0000	38.3536	39.5189	40.7567	41.9321
5058	WAREHOUSE OPERATIONS SPECIALIST	D	MC00	C061	0.0000	45.0549	47.2961	49.5374	51.7564
5059	WAREHOUSE OPERATIONS SPECIALIST		MC03	H080	0.0000	42.6601	44.7822	46.9043	49.0056
6086	WEIGHMASTER	D	MC00	C058	0.0000	39.9133	42.2094	44.2201	45.2308
6087	WEIGHMASTER		MC03	H077	0.0000	37.7919	39.9657	41.8697	42.8265
6088	WEIGHMASTER TRAINEE	D	MC00	C059	0.0000	0.0000	38.9578	40.7266	41.9128
6089	WEIGHMASTER TRAINEE		MC03	H078	0.0000	0.0000	36.8870	38.5620	39.6849
5060	WELDER MECHANIC	D	MC00	C060	0.0000	0.0000	52.5898	54.1868	55.7835
5061	WELDER MECHANIC		MC03	H079	0.0000	0.0000	49.7946	51.3064	52.8184

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6090	YARDMASTER	D	MC00	C062	0.0000	0.0000	43.1358	44.5134	45.8278
6091	YARDMASTER		MC03	H081	0.0000	0.0000	40.8427	42.1474	43.3919

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EXHIBIT D - VACATION LEAVE ACCRUAL HISTORY

YEARS DURING WHICH SERVICES RENDERED	YEARS OF SERVICE	AUTHORIZED ANNUAL VACATION LEAVE (in work weeks)
All years prior to January 1, 1950		2
January 1, 1950 through December 1, 1956	1st 10 years of service Years of service in excess of 10	2 3
January 1, 1957 through December 31, 1961	1st 5 years of service 6 - 25 years of service Years of service in excess of 25	2 3 4
January 1, 1962 through December 31, 1965	1st 5 years of service 6 - 20 years of service Years of service in excess of 20	2 3 4
January 1, 1966 through June 30, 1970	1st 5 years of service 6 - 20 years of service 21 - 25 years of service Years of service in excess of 25	2 3 4 5
Subsequent to June 30, 1970	1st 5 years of service 6 - 15 years of service 16 - 25 years of service Years of service in excess of 25	2 3 4 5
January 1, 1978	1st 5 years of service 6 - 15 years of service 16 - 25 years of service Years of service in excess of 20	2 3 4 5
January 1, 1981	1st 4 years of service 5 - 12 years of service 13 - 20 years of service Years of service in excess of 20	2 3 4 5
July 1, 1983	1st 3 years of service 4 - 11 years of service 12 - 17 years of service Years of service in excess of 18	2 3 4 5
*June 27, 2020 through June 26, 2024	1st 3 years of service 4 - 11 years of service 12 - 17 years of service 18 – 24 years of service Twenty-fifth year of service and each year thereafter	2 3 4 5 6

This Exhibit is included for historical reference only. Current vacation rates are shown in Section 19.

*Table may not include all changes between July 1, 1983 and June 27, 2020.

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EXHIBIT E - HOURS AND DAYS OF WORK

1. **Units D and J Work Hours:** The hours and days of work applicable to employees in Representation Units D (Manual Occupations) and J (Para-professional Employees-Police Department), as set by the City Manager, are presently as follows:
 - a. **Hours Per Day**
 - Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday.
Closed on Saturday.

 - Field Operations: 8 hours per day - 5 days per week. (Working arrangements may vary as to shifts for field operations in the different departments.)
 - b. **Hours Per Week (Basic)**
 - Office: 40 hours
 - Field Operations: 40 hours
 - c. **Work Week**
 - The work week will begin at 12:01 a.m. Sunday and end at Saturday midnight. Regular days off will be considered to be Saturday and Sunday.

2. **Units K-1 and K-2:** The hours and days of work applicable to employees in Representation Unit K-1 (career non-confidential office and clerical employees) and K-2 (supervisory clerical employees), as set by the City Manager, are presently as follows:
 - a. **Hours Per Day**
 - Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday
 - Police: 8 hours per day - 5 days per week.
 - Shop and Field: 8 hours per day - 5 days per week (presently includes):
Information Technology, and Mail assignments.
 - Shifts: Working arrangements may vary as to shifts for Police,
Shop and Field operations in the different departments.

 - Flex Time: Working arrangements may vary as to hours of work in
departments having a Flex-Time program.

Subject to the final approval of the Department Head and taking into consideration the recommendation of the Division Head, employees may request variable

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working hours, such to include but not limited to, requests that the employee be scheduled four days per week, ten hours per day.

However, employees in work units that provide a six (6) or seven (7) day operation may be required to flex their work schedule based on the needs of the work unit. Flexing of work schedule will be assigned on the basis of inverse seniority unless more senior employees prefer to accept such work. The required flexing of work schedules will be on a day-for-day basis. When an employee is required to work on a regularly scheduled day off, the department will provide that employee with an alternative day off in the same work week when the required flexing occurs

b. **Hours Per Week (Basic):**

Office: 40 hours
Police: 40 hours
Shop and Field: 40 hours

c. **Work Week**

The work week will begin at 12:01 a.m. Sunday and end at Saturday midnight. Regular days off will be considered to be Saturday and Sunday except in those departments with work units that provide six (6) or seven (7) day operations.

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EXHIBIT F - SHOES, TOOLS AND UNIFORMS effective first full pay period July 2025

Rep Unit	Classification Title	Annual Shoe Allowance	Annual Tool Allowance	Annual Uniform Allowance
D	Animal Control Officer			\$1,500
D	Building Maintenance Mechanic	\$300	\$750	
D	Building Maintenance Mechanic Trainee	\$300	\$750	
D	Building Maintenance Supervisor	\$300	\$750	
K1	City Services Aide	\$300		
J	Community Services Officer			\$1,500
J	Community Service Officer Supervisor			\$1,500
D	Concrete Finisher	\$300		
D	Construction Equipment Operator	\$300		
D	Container Maintenance Welder	\$300	\$220	
D	Equipment Parts Technician	\$300		
D	Forestry Climber	\$300		
D	Forestry Climber Supervisor	\$300		
D	Forestry Climber Trainee	\$300		
D	Forestry Technician	\$300		
D	Groundskeeper	\$300		
D	Janitor	\$300		
D	Janitor Supervisor	\$300		
D	Laborer	\$300		
D	Landscape Equipment Operator	\$300		
D	Landscape Gardener	\$300		
D	Landscape Gardener Supervisor	\$300		
D	Landscape Gardener Trainee	\$300		
D	Marina Assistant	\$300		
D	Mechanic	\$300	\$750	
D	Mechanic Supervisor	\$300	\$750	
D	Mechanical Sweeper Operator	\$300		
K1	Offset Equipment Operator	\$300		
J	Parking Enforcement Officer			\$1,500
D	Parking Meter Maintenance Collection Supervisor	\$300	\$250	\$1,500
D	Parking Meter Maintenance Worker	\$300		\$1,500
D	Parking Meter Mechanic	\$300	\$250	\$1,500
D	Parking Meter Mechanic Trainee	\$300		
K2	Printing Services Supervisor	\$300		
J	Public Safety Dispatcher I			\$1,500
J	Public Safety Dispatcher II			\$1,500
D	Public Works Supervisor	\$300		

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Rep Unit	Classification Title	Annual Shoe Allowance	Annual Tool Allowance	Annual Uniform Allowance
D	Solid Waste Truck Driver	\$300		
D	Solid Waste Worker	\$300		
D	Rosarian	\$300		
D	Security Attendant	\$300		
D	Senior Animal Control Officer	\$300		\$1,500
D	Senior Forestry Climber	\$300		
D	Senior Groundskeeper	\$300		
D	Senior Landscape Gardener	\$300		
J	Senior Police Service Assistant			\$1,500
D	Service Technician	\$300	\$750	
D	Sewer Maintenance Assistant Supervisor	\$300		
D	Skilled Laborer	\$300		
D	Parking Enforcement Officer Supervisor			\$1,500
D	Supervising Parking Meter Mechanic	\$300	\$250	\$1,500
J	Supervising Public Safety Dispatcher			\$1,500
D	Tool Lending Specialist	\$300		
D	Tractor Trailer Driver	\$300		
D	Traffic Maintenance Supervisor	\$300		
D	Traffic Maintenance Worker I	\$300		
D	Traffic Maintenance Worker II	\$300		
D	Warehouse Operations Specialist	\$300		
D	Weighmaster	\$300		
D	Weighmaster Trainee	\$300		
D	Welder Mechanic	\$300	\$750	
D	Wheeled Loader Operator	\$300		

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APPENDIX A - STREETS AND SANITATION – OVERTIME POLICY

Scheduled Overtime (does not include staff on standby or on-call)

For Streets and Sanitation, scheduled overtime shall be defined as an overtime assignment which is known at least **twenty four (24)** hours in advance.

Work Groups

There are three work groups in Streets and Sanitation:

Sewer Maintenance Operation

Street Cleaning/Clean City Program

Construction Operation which consists of Street Concrete/Paving, Patch/Structural Repair and Stormwater Maintenance

Overtime assignments will be offered first to employees in the work group which is currently assigned to perform the type of work involved. Work shall be offered to the employees in that work group on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee in the work group volunteers to perform the work, the work may be offered to employees in other work groups.

Notification of Overtime Work Opportunities

In the event that scheduled overtime becomes available, the Public Works Maintenance Superintendent, or his/her designee, shall do the following:

1. Post in a designated predetermined area a list of the available overtime assignment; and
2. Broadcast the overtime assignment over the radio to notify employees an overtime assignment is available.

Unscheduled Overtime

Unscheduled overtime shall be defined as any overtime work which becomes available less than twenty-four (24) hours in advance of the work. For unscheduled overtime assignments, the Public Works Maintenance Superintendent, or his/her designee, shall

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use the radio to contact employees for their availability. Unscheduled overtime assignments will be offered first to employees in the work group which usually performs the type of work involved. As with scheduled overtime, work shall be offered on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee in the work group volunteers to perform the work, the work may be offered to employees in other work groups who are qualified to perform the work.

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APPENDIX B - SOLID WASTE AND RECYCLING MANAGEMENT DIVISION - OVERTIME POLICY

Scheduled Overtime for Planned Special Events

The following events are covered by this Section:

- July 4th Celebration
- Solano Stroll
- UC Football Home Game Days
- Kite Festival
- Cal Move Out

A schedule for these special events will be created at the beginning of the calendar year. No sooner than forty-five (45) days prior to the special event the overtime will be offered to employees in the classification who normally perform the work. Work shall be offered to employees on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee volunteers to perform the work, the work may be offered to any other employees who are qualified to perform the work.

Scheduled Overtime

Scheduled overtime shall be defined as an overtime assignment other than Planned Special Events which is known at least twenty four (24) hours in advance. Overtime will be offered to employees in the classification who normally perform the work. Work shall be offered to employees on a rotating seniority basis, starting with the most senior employee and proceeding down the list. When all employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list. In the event that no employee volunteers to perform the work the work, may be offered to any other employees who are qualified to perform the work.

Unscheduled Overtime

Unscheduled overtime shall be defined as any overtime work which becomes available less than twenty-four (24) hours in advance of the work. Overtime will be offered to the employees in the classification who normally perform the work. Such work shall be offered first to employees who are on their day off and who are present at the work site

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and available to work. Work shall be offered to the employees who are present, commencing with the employee who would next be eligible for overtime on the seniority list and proceeding down the list. If overtime remains after all employees who are at the work site on their day off have been assigned, the remaining overtime will be offered next to employees who sign up on the unscheduled overtime list created for this purpose. Overtime will be then offered to all employees in the classification who normally perform the work based on a rotating seniority basis, commencing with the most senior employee and proceeding down the list until the last employee on the unscheduled overtime list has been offered an opportunity to work, overtime. When all the employees on the list have worked or been provided the opportunity to work and refused such work, offers of work shall start again with the most senior employee and proceed down the list.

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF BERKELEY AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021**

The parties to this Side Letter Agreement are the City of Berkeley (the "City") and Service Employees International Union (SEIU) Local 1021, Maintenance (the "Union"), regarding the above referenced matter.

The agreement is as follows:

17.13 Special Class Commercial Driver's License Premium

Employees required to possess and maintain a valid California Class B Commercial Driver's License as a condition of employment shall receive a three percent (3%) differential to base pay. Employees ~~assigned by the department to drive a tractor trailer vehicle serving in the classification (or with approval to serve on the out-of-class list) for Tractor Trailer Driver~~ or serving in the classification of Construction Equipment Operator, shall receive a five percent (5%) differential to base pay if they are required to possess and maintain a valid California Class A Commercial Driver's License as a condition of employment. The maximum number of employees placed on the out-of-class list for classification of Tractor Trailer Driver is ten (10) employees (the current out-of-class assignment list is at 13 employees, no new employees will be added to the out-of-class list until the total number drops to below 10, and the maximum number will then stay at 10). The maximum number of employees placed on the out-of-class list for Construction Equipment Operator is five (5) employees. The maximum differential shall not exceed 5% for each employee. The differential is effective at the beginning of the full pay period after which employees obtain or possess a commercial license. This differential shall be reported to CalPERS as Special Class Driver's License Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

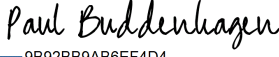
The agreement is retroactively effective to the pay period beginning February 2, 2025.

This Agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Personnel Rules and Regulations, or any applicable policies and procedures of the Public Works or the City of Berkeley, except as expressly stated herein.

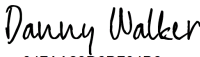
This Agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein and supersedes and replaces all prior negotiations, proposed discussion, whether written or oral.

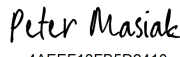
WHEREFORE, the parties by and through their authorized agents and representatives agree to the terms of this Side Letter Agreement, contingent upon the adoption or ratification of this Agreement by the City Council of the City of Berkeley.

AGREED TO FOR THE CITY

DocuSigned by:

9B92BB9AB6EF4D4...
Paul Buddenhagen
City Manager

AGREED TO FOR THE UNION

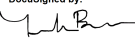
DocuSigned by:

047AA29D6D704B6...
Danny Walker
Service Employees International Union (SEIU)
Local 1021, Maintenance

DocuSigned by:

4AEEF13FB5D2410...
Nathan Hansford
Service Employees International Union (SEIU)
Local 1021, East Bay Supervisor

Peter Masiak
Service Employees International Union (SEIU)
Local 1021, East Bay Field Director

(Peter Masiak signing in Nathan Hansford's place)

APPROVED AS TO FORM

DocuSigned by:

C786230DC8F412...
Farimah Faiz Brown
City Attorney

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF BERKELEY AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021,
MAINTENANCE AND CLERICAL**

The parties to this Side Letter Agreement are the City of Berkeley (the "City") and Service Employees International Union (SEIU) Local 1021, Maintenance and Clerical (the "Union"), regarding the agreement as follows:

SECTION 32: PROBATIONARY PERIOD

32.1 Length

Original and promotional appointments from employment lists shall be tentative and subject to a probationary period of six (6) months (and a minimum of 1,040 hours) actual work exclusive of all leave and light duty and shall be completed within a one (1) year period. However, time spent on workers' compensation leave or on modified duty 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. In recognition of the safety and training requirements of several non-sworn paraprofessional classifications in the Police Department, the probationary period for those classifications is as follows:

32.1.1 For the classification of Community Service Officer, the probationary period shall be nine (9) months (and a minimum of 1,560 hours).

32.1.2 Employees who are hired in either The probationary period for the classification of Public Safety Dispatcher I and Public Safety Dispatcher II shall each be twelve (12) months (and a minimum of 2080 hours actual work). As a result, upon promotion into the classification of the classification of Public Safety Dispatcher I or Public Safety Dispatcher II, employees shall serve a new probationary period of twelve (12) months, fifteen (15) months (and a minimum of 2,600 2080 hours actual work).

32.1.3 The hours counted for Community Service Officer probation will be for actual service exclusive of all leave and light duty completed within eighteen (18) months.

32.1.4 The hours counted for Public Safety Dispatcher I and Public Safety Dispatcher II probation will be for actual service exclusive of all leave and light duty completed within twenty-four (24) months.

32.1.1 For the classification of Community Service Officer, the probationary period shall be nine (9) months (and a minimum of 1,560 hours).

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. No provision of this Section shall be interpreted to preclude the City from establishing new classifications which may require a probationary period of more than six (6) months.

The Union and City agree that, notwithstanding the probationary periods listed above, the probation periods for current Public Safety Dispatcher II employees **Kathleen Senter (17076) Christina Freund (17200), and Anjelia Maloney (17394)** will end upon the adoption or ratification of this Agreement by the City Council of the City of Berkeley, even if they have not yet reached the end of their probationary period for that classification. This is non-precedent setting.

All other Public Safety Dispatcher I and II employees will serve the new probation periods as outlined above.

This Agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Personnel Rules and Regulations, or any applicable policies and procedures of the City of Berkeley, except as expressly stated herein.

This Agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein and supersedes and replaces all prior negotiations, proposed discussion, whether written or oral.

WHEREFORE, the parties, by and through their authorized agents and representatives, hereby agree to the terms of this Side Letter Agreement, contingent upon the adoption or ratification of this Agreement by the City Council of the City of Berkeley.


AGREED TO FOR THE CITY

Signed by:

09999999AB6CF4D4
Paul Buddenhagen, City Manager


11/16/2025

AGREED TO FOR THE UNION

DocuSigned by:

0A7A0280E978E2
Danny Walker

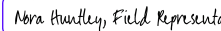
10/15/2025

APPROVED AS TO FORM

Signed by:

C7B482592C8E119
Farimah Brown, City Attorney

11/16/2025

Signed by:


8C93367BFC64D8
Nora Huntley, Field Representative, SEIU Local 1021, Maintenance

8/22/2025

Nora Huntley, Field Representative, SEIU Local 1021, Maintenance