MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

ALAMEDA FIRE CHIEFS ASSOCIATION

November 1, 2015 – December 18, 2021

Revised December 15, 2015

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MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

ALAMEDA FIRE CHIEFS ASSOCIATION

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing November 1, 2015 and ending December 18, 2021.

Section 1. Recognition

1.1 Association Recognition

The title “Alameda Fire Chiefs Association” shall be changed to “Alameda Fire Chief’s Association” (AFCA). The classification of AFCA members shall consist of three (3) Division Chiefs, with one Deputy Fire Chief, which shall be added as a classification by the City. The “Association” shall serve as the recognized employee organization for the classifications above. The name change will require a modification to the City’s current Employee Relations Ordinance and will become effective upon this modification.

1.2 City Recognition

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

Section 2. Association Security

2.1 Dues Deduction

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

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

(1) Payroll deductions shall be for a specific amount as described Alameda Fire Chiefs Employees' Bylaws of the Association and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee is written authorization on a payroll deduction form provided by the City. Authorization, cancellation or modification of payroll deduction shall be made

upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee. Employees may authorize dues deductions only for the Association certified as the recognized representative of the unit to which such employees are assigned.

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

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

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

Monies withheld by the City shall be transmitted to the Treasurer of the Association at the address specified. The Association shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City on account of check-off of employee organization dues or service fees. In addition, the Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.2 Employee Rights

Subject to the provisions of this Memorandum of Understanding, and applicable law, all employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of Employer employee relations involving wages, hours and other terms and conditions of employment. Employees of the City also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in the employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of their exercise of these rights.

Section 3. Association Representatives

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined

by the City. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the Human Resources Director, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

Section 4. Access to Work Locations

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

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

Section 5. Use of City Facilities

City employees or the Association or their representatives may, with the prior approval of the City Manager, be granted use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

Section 6. Bulletin Boards

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

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

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

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

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

Section 7. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and

shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The City agrees to post City job announcements on all bulletin boards at the earliest practical time.

Section 8. City Rights

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

Section 9. No Discrimination

There shall be no discrimination based on race, creed, color, national origin, sex, ancestry, marital status, pregnancy or sexual orientation against any employee or applicant for employment by the Association or by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established. The City and the Association will not interfere with the rights of employees to join or refrain from joining the Union nor will they discriminate against any employee for legitimate Association activities.

Section 10. Hours of Work

10.1 Work Schedule

Association members may have a work week of 56 hours when assigned to fire suppression corresponding to the following 48/96 schedule.

X = 24 hour on-duty period
O = 24 Hour off duty period
XXOOOO

Suppression Division Chiefs shall report to work at 0730 Hours.
Office Chiefs have the option to work a four (4) 9.5 hour work schedule.

The Fire Chief may exchange employee hours for Suppression Chiefs up to forty eight (48) hours per quarter (non-cumulative) to facilitate the completion of projects providing there are no overtime costs.

With the approval of the Fire Chief, employees may also exchange hours (Trades).

This MOU recognizes that the time required by management employees to complete their duties is not limited by the length of the normal workweek and hours of service shall be determined by and subject to the direction of the Fire Chief after discussion with the impacted employee(s).

10.2 Shift Relief

Any employee of the bargaining group that works an extra duty as a suppression Duty Chief from an off-duty day, shall receive a cash stipend in the amount of $1,250 for each full 24 hour shift worked.

At the discretion of the Fire Chief, members of the bargaining group shall be requested to fill suppression Duty Chief vacancies first before the other bargaining group is requested to work overtime within these AFCA positions.

No employee of the bargaining group shall be called to extra duty if this would result in overstaffing of the shift beyond the minimum staffing for that day unless there is no qualified on duty member of the other bargaining group available to act in the position.

10.3 Temporary Office Assignment

In the event the Fire Chief assigns a Suppression Division Chief to an office assignment for more than 30 days, the employee will receive a five (5%) percent salary differential while so assigned. This is a non-PERSABLE benefit.

Section 11. Management Incentive Pay, Acting Pay

11.1 Management Incentive Pay

All Alameda Fire Chiefs Association Members are granted Management Incentive Pay equivalent to ten (10) standard work week days per fiscal year which is earned throughout the year over 26 pay periods. AFCA members will receive monetary compensation for Management Incentive Pay in 26 installments per year. The compensation shall be calculated using the member's hourly pay rate, as listed in the applicable City of Alameda Fire Department Salary List, multiplied by 80 (hours) and divided by 26 (paydays). If a salary adjustment occurs during a fiscal year the Management Incentive Pay benefit shall be re-calculated as of the effective date of the adjustment using the above formula. Management Incentive Pay shall be administered as per 2 C.C.R. 571 (a) (1). (See Amended Appendix A)

Management Incentive Pay Level 2

Members working an administrative assignment, exclusive of the Deputy Fire Chief assignment, and having responsibility for one or more of the Fire Department's divisions qualify for Level 2 compensation. Management Incentive Pay 2 is granted to qualified AFCA members, in addition to Management Incentive Pay compensation as described earlier in this section. The compensation shall be calculated as an additional 5% of the employee's current base pay. AFCA members will receive monetary compensation for Management Incentive Pay 2 in 26 installments per year. If a salary adjustment occurs during a fiscal year the Management Incentive Pay benefit shall be re-calculated as of the effective date of the adjustment using the above formula. Management Incentive Pay shall be administered as per 2 C. C. R. 571 (a) (1). (See Amended Appendix A).

11.2 Deputy Fire Chief Position/Acting Pay/Y-Rate

An employee who is assigned to the Deputy Fire Chief position shall be paid an acting pay differential of five per cent (5%) while so assigned, not to be combined with any other acting pay. An employee who is assigned to perform a job in another classification during the temporary or permanent absence of an employee may be paid an acting pay not less than five percent (5%), nor above the 5th step of the higher classification. The City Manager may approve a "Y" rate outside an existing classification if additional duties warrant.

Section 12. Salaries

12.1 Rates of Pay

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

There shall be no wage increases in 2012 and 2013.

Future wage increases in these Memoranda, unless specifically stated otherwise, shall be based on the previous year's Balanced Revenue Index ("BRI").

BRI is defined as 50% of the one year rate of growth, between the two previous successive fiscal years, of the combined dollar amount of the following five local Alameda taxes:

General Fund Property Tax,
1% Bradley Burns Sales Tax,
Utility Users Tax,
Transient Occupancy Tax, and
Property Transfer Tax.

2014: Wage increases to begin the first full pay period after January 1, 2014 will be based upon the BRI from fiscal year (FY 2012-2013) over fiscal year (FY 2011-2012).

The wage increase for 2014 based upon this formula will be a minimum of 1.5% and a maximum of 4.0%.

2015: Wage increases to begin the first full pay period after January 1, 2015 will be based upon the BRI from fiscal year (FY 2013-2014) over fiscal year (FY 2012-2013).

The wage increase for 2015 based upon this formula will be a minimum of 2.0% and a maximum of 5.0%.

2016: Wage increases to begin the first full pay period after January 1, 2016 will be based upon the BRI from fiscal year (FY 2014-2015) over fiscal year (FY 2013-2014). The wage increase for 2016 based upon this formula will be a minimum of 2.0% and a maximum of 5.0.

2017:
Wage increases to begin the first full pay period after January 1, 2017 will be based upon the BRI from fiscal year (FY 2015-2016) over fiscal year (FY 2014-2015). The wage increase for 2017 based upon this formula will be a minimum of 2.0% and a

maximum of 5.0%.

2018: Wage increases to begin the first full pay period after January 1, 2018 will be based upon the BRI for fiscal year (FY 2016-2017) over fiscal year (FY 2015-2016). The wage increase for 2018 based upon this formula will be a minimum of 2% and a maximum of 5.0%.

2019: Wage increase is zero for 2019.

2020: Wage increases to begin the first full pay period after January 1, 2020 will be based upon the BRI for fiscal year (FY 2018-2019) over fiscal year (FY 2017-2018). The wage increase for 2020 based upon this formula will be a minimum of 3.0% and a maximum of 5.0%.

2021: Wage increases to begin the first full pay period after January 1, 2021 will be equal to the same percentage increase provided to employees represented by the International Firefighters Association, Local 689 but will not be less than a minimum of 2.0% nor greater than a maximum of 5.0%.

12.2 Starting Rate

When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

12.3 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by the record of the employee's performance and shall require recommendation of the Department Head.

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

Subject to the provisions of this Section 12.3, an employee shall receive increases in salary according to the following plan:

Step 2 upon completion of twelve (12) months, service in Step I unless the City Manager disapproves.

Step 3 upon completion of twelve (12) months, service in Step 2 unless the City Manager disapproves.

Step 4 upon completion of twelve (12) months, service in step 3 unless the City Manager disapproves.

Step 5 upon completion of twelve (12) months, service in Step 4 unless the City Manager disapproves.

Raises to the 2nd, 3rd, 4th, 5th steps shall be automatic unless an unsatisfactory service rating report is made by the appointing authority.

12.4 Conversion Rate

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

Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Finance Director, subject to the approval of the City Manager.

12.5 Deferred Compensation

Deferred compensation is available to all members of the Association at their own expense.

12.6 Part-time

Permanent part-time employees (those who have reduced from full time Civil Service employment) will receive prorated benefits.

12.7 Mutual Aid

At such time as the City receives compensation for personnel services rendered by an AFCA employee under the State of California Governor's Office of Emergency Services (OES), the employee shall be paid by the City any compensation amounts above the City's costs for such services. City costs shall include but are not limited to the employee's regular compensation to include base salary and all other additional compensation, as already paid by the City, administrative/personnel surcharge as established by OES vehicle cost, and other costs such as commodities and travel. In order to receive OES Mutual Aid Pay, the employee must complete and submit to the Fire Chief an authorized Application for AFCA OES Mutual Aid Response Pay form.

Section 13. Health and Welfare

13.1 Flexible Benefit Plan

The City has contracted with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for employees covered by this Memorandum of Understanding, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and subject to the provisions of Section 4 (a) and (b) of the Agreement of May 31, 1990 between the City and the "members of the 1082 Pension System", transferring the 1082 pension system to PERS (See Section 14.3 and Appendix B).

Two different structures for the medical component of the Flexible Benefits Plan will be provided to employees, based on their date of hire as outlined below.

Employees who were hired by the City of Alameda on or before February 16, 2010 and who are presently in Plan A, may choose to continue be covered under Plan A or elect Plan B as outlined below. Once Plan B is chosen, the employee will not have the ability to move back into Plan A. All employees hired or promoted into the AFCA bargaining unit after February 16, 2010 shall be covered under Plan B, and are not eligible to elect Plan A.

Plan A

Under Plan A, the City will make the following contributions per month per eligible employee toward the Flexible Benefits Plan for health insurance. These amounts include the PERS minimum employer contribution (MEC) as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

Coverage Level	January 2015 City Contribution	Available Cash Back*
No coverage (0 party)	$1,262.52	$1,262.52
Employee only	$1,751.47	$ 834.96
Employee + 1	$1,751.47	$ 302.40
Employee + 2 or more dependents	$1,751.47	$ 0

*The cash back amounts are based upon an employee enrolled in the Kaiser plan. If the employee chooses a more expensive plan, the cash back amount will be less.

Each year, the City's contribution shall increase by 85% of the increase to the Kaiser premiums based upon the coverage level for the employee + 2 or more dependents and is as reflected above. If an employee chooses to be covered by a higher cost medical plan, they will be responsible for paying the difference in the cost for that medical plan.

If an employee elects no medical coverage through the City and can document they have alternative medical coverage, they will be eligible for cash back at the "No coverage" rate. If an employee elects to have health coverage, the amount of cash back is determined based upon the City's Contribution less the cost of the medical plan chosen by the employee. Employees receiving cash back will continue to be eligible to receive it, based on the coverage they elect. The amount of cash back will not increase from current levels; however, the amount of cash back an employee receives may change as a result of a change in enrollment and/or coverage level. The cash back amounts will not be increased in the future as premiums rise.

Plan B

Effective upon ratification, the City shall contribute the necessary amount up to the Kaiser or Blue Shield Bay Area rates per month per eligible employee for health insurance based upon elected coverage. There shall be no cash back to employees of any excess dollars should the employee elect a plan that is less than the Kaiser or Blue Shield Bay Area plans. Employees who elect not to enroll in one of the City's health plans shall receive $230 per month.

The current maximum contribution rates are as follows and are based upon the Blue Shield Bay Area and Kaiser rates:

The current maximum contribution rates are as follows:

	January 1, 2015 Rates
None	$ 230.00
Single Party	$ 898.01
Two-Party	$ 1,796.01

Family	$ 2,334.81

Should the employee elect a more expensive plan, the balance of the cost incurred to provide medical care benefits for the employee and eligible dependents shall be paid by the employee. The City shall make a payroll deduction from the employee's pay to cover the difference.

Effective January 1, 2014, the City will increase its contribution to the Flexible Benefit Plan to reflect 85% of the increase in cost for 2014 from the 2013 rates, if any, of the CalPERS Bay Area Kaiser or Blue Shield premium based upon the coverage level for the employee + 2 or more dependents. The $230 medical component of the 0-Party rate shall not change.

Effective January 1, 2015, the City will increase its contribution to the Flexible Benefit Plan to reflect 75% of the increase in cost for 2015 from the 2014 rates, if any, of the CalPERS Bay Area Kaiser or Blue Shield premium based upon the coverage level for the employee + 2 or more dependents. The $230 medical component of the 0-Party rate shall not change.

Effective January 1, 2016, the City will increase its contribution to the Flexible Benefit Plan to reflect 75% of the increase in cost for 2016 from the 2015 rates, if any, of the CalPERS Bay Area Kaiser premium based upon the coverage level for the employee + 2 or more dependents. The $230 medical component of the 0-Party rate shall not change. The base coverage will only include the CalPERS Bay Area Kaiser premium rate.

Effective January 1, 2017 and on January 1st of every year thereafter until the expiration of this MOU, the City will increase its contribution to the Flexible Benefit Plan to reflect 50% of the increase in cost for premiums for the then current year as compared to the prior year, if any, of the CalPERS Bay Area Kaiser premium rate based upon the coverage level for the employee + 2 or more dependents. The $230 medical component of the 0-Party rate shall not change.

Each employee shall be responsible for providing immediate written notification to the Human Resources Department of any change to the number of his/her dependents which affects the amount of the City payment to the Flexible Benefits Account. An employee, who by reason of failing to report a change in dependents, receives a City payment greater than the amount to which he/she is entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to his/her Flexible Benefits Account. Changes to flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Human Resources Department. No retroactive increases to the City's payments shall be allowed.

13.2 Dental Insurance

Effective January 1, 2014, the City will switch from an 80%- 20% plan to a plan that covers 90% of the cost of services, with the employee picking-up 10% of the cost of services.

The current dental plan is a $2500.00/$2500.00 benefit plan per employee and eligible

dependent(s) for annual dental care and lifetime orthodontic care.

13.3 Vision Coverage

The City will make the current Vision Coverage available at the employee's cost. Effective January 1, 2016, the City will split the cost of the Vision Premiums 50-50 with members of the bargaining units who opt for this coverage.

13.4 Life Insurance

The City shall provide each employee with a $100,000 life insurance program. This coverage will be mandatory for all employees.

The City shall provide each employee with the opportunity to purchase, at their own cost, additional optional life insurance up to the maximum amount provided by and subject to the conditions of the carrier.

13.5 IRC Section 125

At such time as the City institutes the Flexible Benefits Plan, the City agrees to implement an IRC Section 125 plan to redirect the employees, pre-selected amount of salary to pay employee paid insurance premiums and other approved expenses with "pre-tax" instead of "after tax" dollars.

13.6 Employee Assistance Program

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

Section 14. Retirement Plan

14.1 (a) Employees Hired Before January 1, 2013

The provisions described in this Section A apply only to CalPERS eligible employees hired before January 1, 2013, or to eligible employees hired after that date who qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c).

Except as modified below, the parties agree to be bound by the Agreement entered into on May 31, 1990, and executed by the City Manager and the President of the Union and attached to this Memorandum of Understanding as Appendix B.

The City shall continue to provide retirement benefits in accordance with the existing contract with PERS to provide for the 3% @ 50 retirement formula as set forth in Section 21362.2 of the California Government Code effective July 1, 2011 for employees hired prior to January 1, 2013. The City has implemented the provision of Section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to PERS on behalf of all its employees in this recognized group or class of employment. “Employee contributions“ shall mean those contributions to PERS which are deducted from the salary of employees and are credited to individual employee’s accounts pursuant to California Government Code Section 20691.

The City has contracted with PERS for Employee Cost Sharing under Government Code Section 20516(a). The member’s contribution prior to this MOU was 2% over and above the normal 9% contributions made by the employee in previous MOUs. This 11% contribution was in accordance with Section 414(h)(2) of the Internal

Revenue Code whereby employee contributions shall be tax deferred and not subject to taxation until the time of constructive receipt.

With the ratification of this agreement, employees covered by this MOU continue with paying 11% until June 30, 2013.

There will be a one percent increase in the employee contribution of PERS pension costs, effective the first day of the first full pay period following the dates listed:

- July 1, 2013 increase 1% resulting in a total employee contribution of 12%.
- July 1, 2014 increase 1% resulting in a total employee contribution of 13%.
- July 1, 2015 increase 1% resulting in a total employee contribution of 14%.
- July 1, 2016 increase 1% resulting in a total employee contribution of 15%.

If during the term of this MOU, actuarial valuation numbers improve and the employers normal cost for the retirement benefit reduces, the parties agree to the employees contribution rate being no more than 50% of the employers normal cost. Otherwise, the total employee contribution of 15% will remain in effect until the expiration of this MOU.

14.1 (b) Employees Hired On Or After January 1, 2013

This Section B shall apply to CalPERS eligible employees hired on or after January 1, 2013, who are do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c). All of the following requirements apply to these employees:

a. As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply.

b. As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit for CalPERS eligible employees, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

c. As required by Government code Section 7522.30, employees shall have an initial contribution rate of 50% of the total normal cost rate.

14.2 Retirement Plan Final Compensation Calculation:

Pursuant to the Public Employees' Pension Reform Act, all employees who constitute "new PEPRA members" of the City's defined benefit plan will have their final compensation for pension purposes calculated based on a formula that defines final compensation as the highest average annual pensionable compensation earned during a period of at least 36 consecutive months. Employees who constitute "classic members" of the City's defined benefit plan will have their final compensation for pension purposes calculated based on a formula that defines final compensation on a 12-consecutive month period in accordance with the Public Employees' Retirement Law.

14.3 Public Service Credit For Federal or State Firefighter Service

The City contracts with PERS for Optional Benefit #21024.5 - Public Service Credit for Permanent Career Civilian Federal Firefighter or Permanent Career State Firefighter Service.

14.4 Retiree Health and Dental Benefit

(a) Employees Hired On or Before June 7, 2011:

To be eligible for the retiree health and dental benefits, employees hired on or before June 7, 2011 must have been employed with the City of Alameda for no less than five (5) years and must retire from the City of Alameda within 120 days of separation. Upon retirement with at least (5) five years of service, the City shall contribute up to the two-party rate for either the Kaiser or Blue Shield Bay Area health plans (whichever plan is chosen by the employee). Should an employee elect a plan other than Kaiser or Blue Shield, the maximum contribution by the City shall be an amount not to exceed the higher of the Kaiser or Blue Shield Bay Area rates and shall not exceed the cost of the elected plan. When the employee becomes eligible for Medicare, the Medicare supplement rates for Kaiser or Blue Shield will apply. For dental, the City shall provide dental benefits up to the two-party rate.

Two-party coverage for health and dental shall include the employee and the spouse to whom the employee is married at the time of retirement. If the employee dies during retirement, the City will provide to the surviving unmarried spouse health and dental insurance at the two-party rate. If a retired employee marries or remarries during retirement, the retiree may add the new spouse to the health or dental insurance at the retiree's expense.

(b) Employees Hired After June 7, 2011:

To be eligible for the retiree health and dental benefits, employees hired after June 7, 2011 must have been employed by the City of Alameda for no less than ten years and must retire from the City of Alameda within 120 days of separation. Upon retirement with at least ten years of service, the City shall contribute up to the single-party rate for either the Kaiser or Blue Shield Bay Area health plans (whichever plan is chosen by the employee). Should an employee elect a plan other than Kaiser or Blue Shield, the maximum contribution by the City shall be an amount not to exceed the higher of the Kaiser or Blue Shield Bay Area rates and shall not exceed the cost of the elected plan. When the employee becomes eligible for Medicare, the Medicare supplement rates for Kaiser or Blue Shield will apply. Upon separation from service, the employee shall contribute any unused vacation leave, unused compensatory leave and up to 50% of unused sick leave, into a 401(a)(h) plan subject to the IRS limitations. For dental, the City shall provide dental benefits up to the single-party rate.

Should either the Kaiser or Blue Shield plans no longer be offered, the parties shall meet and confer on a substitute provider.

Effective January 1, 2016, employees hired after June 7, 2011 shall contribute an amount equal to 2% of regular base monthly salary to a supplemental retirement plan created under IRC 401(a) and 401(h) and to be invested in a way chosen by the employees. Contributions to the supplemental retirement plan shall be on a "pick up" basis as defined in IRC 414(h)(2). This supplemental retirement plan allows the accrual of retiree health benefits. Contributions are divided 25% to the 401(h) or retiree health bucket, and 75% to the 401(a) or retiree income bucket. The plan will be administered by a third party administrator, Peery and Associates Inc. All plan expenses will be paid by the participants from the trust. Upon

separation from service, the employee shall contribute any unused vacation leave, unused compensatory leave and any unused sick leave that has not been converted to PERS Service Credit, into the plan, subject to IRS limitations.

The City is not responsible in any way for any contribution or "pick up" to the above-described supplemental retirement plan.

14.5 Other Postemployment Benefits Trust (OPEB Trust)

(a) City Contribution

The City will create an OPEB Trust for the purpose of setting aside and accumulating funds to be used to towards the payment of OPEB benefits for those sworn employees in the City's Fire and Police Departments ("safety members") who retire after January 1, 2019. In January 2016, the City will make an initial deposit of $5 million dollars into the OPEB Trust. In January 2016 and in January of each of the nine years thereafter, the City will make an annual contribution of $250,000 to the OPEB Trust. The contributions described in this paragraph represent the City's total contribution to the OPEB Trust on behalf of all safety members and is not a specific contribution that is made exclusively for the benefit of those individuals employed in classifications represented by the AFCA. If the creation of the OPEB Trust is still pending on any date on which the City's contribution is due, the contribution will be deposited in an interest bearing account that is separate from the City's general fund until such time as the creation of the OPEB Trust is complete and the money, including any accumulated interest, can be transferred to the OPEB Trust. Contributions to the OPEB Trust, or to the interest bearing account holding funds to be transferred to the OPEB Trust upon its creation, are irrevocable and will not be used towards the payment of OPEB benefits before January 1, 2019.

(b) Employees Hired On or Before June 7, 2011

Effective the first full pay period after January 1, 2016, employees hired on or before June 7, 2011 shall contribute an amount equal to 2% of top step base salary of a firefighter to an irrevocable trust (OPEB Trust) to fund the unfunded retiree medical obligations associated with the providing of retiree health benefits under this MOU. The contributions made by employees to the OPEB Trust shall be exclusively allocated for the expense of retiree health care benefits. There will be a one percent increase in the employee contribution towards unfunded retiree medical obligations, effective the first full pay period following the dates listed:

- Effective the first full pay period after January 1, 2017, an increase of 1%, resulting in a total employee contribution of 3% of top step base salary of a firefighter.
- Effective the first full pay period after January 1, 2018 and continuing thereafter until modified by subsequent agreement, an increase of 1% resulting in a total employee contribution of 4% of top step base salary of a firefighter.

If the creation of the OPEB Trust is still pending on any date on which the Employee's contribution is due, the contribution will be deposited in an interest bearing account that is separate from the City's general fund until such time as the creation of the OPEB Trust is complete and the money, including any accumulated interest, can be transferred to the OPEB Trust. Contributions to the

OPEB Trust, or to the interest bearing account holding funds to be transferred to the OPEB Trust upon its creation, are irrevocable and will not be used towards the payment of OPEB benefits before January 1, 2019.

(c) Employees Hired After June 7, 2011

Effective the first full pay period after January 1, 2016, the contribution provided by employees hired after June 7, 2011 to the OPEB Trust will be equal to 1% of top step base salary of a firefighter.

Effective the first full pay period after January 1, 2017 and continuing thereafter until modified by subsequent agreement, the contribution provided by employees hired after June 7, 2011 to the OPEB Trust will be equal to 2% of top step base salary of a firefighter.

If the creation of the OPEB Trust is still pending on any date on which the Employee's contribution is due, the contribution will be deposited in an interest bearing account that is separate from the City's general fund until such time as the creation of the OPEB Trust is complete and the money, including any accumulated interest, can be transferred to the OPEB Trust. Contributions to the OPEB Trust, or to the interest bearing account holding funds to be transferred to the OPEB Trust upon its creation, are irrevocable and will not be used towards the payment of OPEB benefits before January 1, 2019.

At the end of the City contribution period, it is agreed that the City and Safety members will meet to evaluate the performance of the Trust, and contributions of the City and safety members thereafter will be mutually agreed to, if any.

Nothing in these provisions is intended to modify the City's obligation to provide Retiree Health and Dental benefits outlined in Section 14.4.

Section 15. Uniform Allowance

The annual uniform allowance for replacement and maintenance of uniforms, (including pants and shoes) shall be paid on a pay period basis. During the term of this agreement, the annual uniform allowance shall be increased each year, by forty dollars ($40.00) and the increase shall occur on the first Full Pay period of the year as follows:

January 2016	$1110
January 2017	$1150
January 2018	$1190
January 2019	$1230
January 2020	$1270
January 2021	$1310

Section 16. Holidays

All employees in this Bargaining Unit will be paid additional compensation for holidays at the rate of 1/20.004 of their regular salaries. (See Amended Appendix A)

For the purpose of this paragraph, the thirteen (13) holidays are New Year's Day,

Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, the Day after Thanksgiving Day, Christmas Day, and two (2) Floating Holidays each calendar year, to be scheduled by mutual agreement between the employee and the Department Head or designated representative. The employees may take the two (2) floating holidays only after completion of twelve (12) months service with the City.

Section 17. Vacation

17.1 Vacation Scheduling

Vacation selection shall be made in order of decreasing departmental seniority.

The vacation selection process shall be commended no later than September 15 and completed no later than December 15 for the succeeding calendar year.

17.2 Vacation Benefits

Every employee who on the most recent anniversary date of his or her employment shall have been in the service of the City for a period of one (1) year or more and shall have been in a pay status a minimum of 1800 straight time hours (forty (40) hour workweek) or 2500 straight-time hours (fifty six (56) hour workweek) within the twelve (12) month period immediately preceding such anniversary date, shall be entitled to a vacation as follows:

Forty (40) Hour Workweek Employees

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

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

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

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

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

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

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

Twenty-one (21) working days' vacation with pay if he or she shall have been in the

service of the city for a period of fifteen(15) years but less than sixteen (16) years prior to such anniversary date.

Twenty-two (22) working days' vacation with pay if he or she shall have been in the service of the City for a period of sixteen (16) years but less than seventeen (17) years prior to such anniversary date.

Twenty-four (24) working days' vacation with pay if he or she shall have been in the service of the City for a period of seventeen (17) years or more but less than eighteen (18)) years prior to such anniversary date.

Twenty-six (26) working days' vacation with pay if he or she shall have been in the service of the City for a period of eighteen (18) years or more but less than twenty (20) years prior to such anniversary date.

Twenty-eight (28) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty (20) years or more but less than twenty three (23) years prior to such anniversary date.

Thirty (30) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty three(23) years or more prior to such anniversary date.

Fifty-six (56) Hour Workweek Employees
Six (6) shifts of vacation with pay if he or she shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.

Nine (9) shifts of vacation with pay if he or she shall have been in the service of the City for a period of five (5) years or more but less than fifteen (15) years prior to such anniversary date.

Twelve (12) shifts of vacation with pay if he or she shall have been in the service of the City for a period of fifteen (15) years but less than twenty (20) years prior to such anniversary date.

Thirteen (13) shifts of vacation with pay if he or she shall have been in the service of the City for a period of twenty (20) years but less than twenty three (23) years prior to such anniversary date.

Fourteen (14) shifts of vacation with pay if he or she shall have been in the service of the City for a period of twenty three (23) years or more.

17.3 Vacation Accumulation

The City uses a per pay period based accrual system. Employees may accumulate no more than eighty (80) hours for non-suppression assignments or one hundred forty-four (144) hours for suppression assignments, as the case may be, of vacation in addition to the employee's regular, annual vacation accrual entitlement, at any one time. In the event this maximum accumulation level is reached, the employee will temporarily stop accruing vacation until he/she uses vacation time and their accumulation level is again below the maximum level. An employee may submit in writing a request to accumulate vacation in excess of the maximum set forth above. Such excess accumulation may be approved, at the sole discretion of the City Manager, on a case by case basis.

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

17.4 Vacation Pay at Termination

Employees who leave City employment after completing one (1) year of service with the City shall be paid for all of the vacation leave credited to their account at the time of such termination of employment plus a pro rata share of the vacation the employee would have earned for the current year. This provision does not apply to those hired after June 7, 2011, in accordance with Section 14.4 (b).

17.5 Vacation Paycheck

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

Section 18. Sick Leave

18.1 Benefits

Effective July 2, 1981 regular and probationary employees shall accrue sick leave at the rate of one (1) working day per month, provided they have been in a pay status one hundred sixty (160) straight-time hours that month for forty (40) hour workweek employees and two hundred twenty-four (224) straight-time hours for fifty-six (56) hour workweek employees. Sick leave usage shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity of actual sickness or disability.

A working day is eight (8) hours for employees who work a forty (40) hour workweek and twelve (12) hours for employees who are assigned to a fifty six (56) hour workweek.

Records of sick leave usage shall be kept on the basis of hours used.

In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned or during any other City compensation time off provision except as provided for in G.O.B. 2-23.

18.2 Notification Requirement

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

18.3 Doctor's Certificate or Other Proof

A personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for three (3) consecutive days, at the discretion of the employee's supervisor the employee may be required to file a physician's certificate with the Department Head stating the cause of the absence and certifying that such employee is not able to perform the duties of the employee's employment; and provided, further that, when absence is for more than five (5) consecutive workdays, the employee shall file a physician's certificate with the Department Head stating the cause of the absence and certifying that such employee is not able to perform the duties of the employee's employment.

18.4 Illness in the Immediate Family

Family illness leave shall be provided in accordance with applicable state law. Domestic partners shall be considered family members under this section.

18.5 Sick Leave During Probationary Period

No sick leave shall be granted during the original six (6) months of employment with the City. However, when an employee has been employed by the City for six (6) months, sick leave accumulation with pay shall be allowed for time worked in the probationary status, provided the one hundred sixty (160) straight-time hours or one hundred fifty (150) straight-time hours, as the case may be, per month work requirement has been met.

18.6 Incentive Program for Employees Not Using Sick Time

Employees who use 0 (zero) hours of sick leave during the 12 month calendar year shall receive 24 hours of leave for suppression employees, or 10 hours of leave for members assigned to a 40 hour work week position, in January of the succeeding year. Leave hours provided under this program must be used no later than the end of the final full pay period in the year in which hours are granted or they will be forfeited. Leave hours may not be converted to cash.

Section 19. Leaves of Absence

19.1 Leave Without Pay

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

19.2 Jury Duty

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

19.3 Military Leaves of Absence

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

19.4 Maternity Leave/Family Medical Leave

Family Medical Leave shall be subject to applicable federal and state laws.

19.5 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits

shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California. Integration of sick leave with Workers, Compensation is to be automatic; the City may not waive integration, and any employee entitled to Workers' Compensation must apply, therefore, before sick leave benefits are payable.

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

19.6 Funeral Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) days [five (5) for the purposes of spouse, parent or child], regularly scheduled days for Office Chiefs and three (3) regularly scheduled working shifts for suppression Division Chiefs. This provision does not apply if the death occurs while the employee is on leave of absence, layoff, or sick leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents, grandchildren, step-parents or stepchildren where there is a child-rearing relationship. At the request of the City, the employee will furnish a death certificate and proof of relationship.

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

19.7 Catastrophic Leave Bank

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

Eligibility

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

Benefits

Accrued vacation and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving

employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Human Resources Director the total leave credits may be extended on a case by case basis, subject to review by the City Manager or designee.

Guidelines for Donating Leave Credits to the Time Bank

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

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

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

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

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

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

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

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

i. For the purpose of the Section, "immediate family member" as referenced under

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

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

This special leave time may not be cashed out.

Section 20. Probationary Period

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

The probationary period for employees is twelve (12) months.

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

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

Section 21. Layoff and Re-employment -- Furloughs

Seniority is defined as the length of continuous paid employment and leave with pay status with the City calculated from the date of original hire, including the probationary period, as a full-time employee. Time spent in a leave without pay status shall be excluded.

In reduction of forces, the last employee hired in each classification shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable of performing the work required.

Employees who are laid off or who elect to demote or transfer in lieu of a layoff, shall have re-employment rights to the position previously held. The City shall maintain a preferred list with the names of the employees laid off in inverse order of layoff. Future vacancies in those affected positions shall first be filled from the preferred list in inverse order of layoff.

Services with the City shall he terminated by:

(1) Discharge, retirement, resignation or any termination of employee status;

(2) Failure to return to work within seven (7) calendar days when recalled from layoff;

(3) Failure to return to work upon expiration of an authorized leave of absence;

(4) Leave without pay status for a continuous period of twenty-four (24) months or more;

(5) Layoff status for a continuous period of twenty-four (24) months or more.

When a layoff becomes necessary, the Personnel Department will provide layoff

instructions to the affected departments with a copy to the Association.

Before any permanent full -time employee is laid off all other categories of employees in the affected classifications will be separated.

An employee subject to layoff will be allowed, in lieu of a layoff, to:

(1) Demote to a lower paying classification previously held by the employee in the City;

(2) Transfer to the same classification in another department.

An employee who has re-employment rights, shall have the same right to compete for promotion that he/she would have had if he/she had not been laid off.

An employee who is laid off shall not accrue or be eligible for any benefits, including, but not limited to, vacation, sick leave, holidays, medical, dental, LTD, life insurance, retirement contributions and uniforms. Any employee re-employed after a layoff shall retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

If the City decides to subcontract work and such work would result in the layoff of a full-time employee, the City will notify the Association within thirty (30) days in advance of such action, and upon written request, will meet and discuss the matter prior to subcontracting the work.

Section 22. Discharge

22.1 Right of Discharge

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

22.2 Appeals

If a permanent employee feels he/she has been unjustly discharged, he or she shall have the right to appeal his or her case through the appropriate procedure (Section 24.5). Such appeal must be filed with the City Manager or the Civil Service Board by the Association in writing within seven (7) calendar days from the date of discharge and unless so filed the right of appeal is lost.

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

Section 23. Personnel Files

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and

letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his personnel file without prejudice to subsequent arguments concerning the contents of such documents.

Section 24. Grievance Procedure

A grievance shall be defined as any dispute arising during the term of the Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this Memorandum. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

24.1 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the top management official in the department in which he or she works, or with such subordinate management official as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he or she is assigned, the procedures hereafter specified may be invoked.

24.2 Referral to City Manager

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under subsection 24.3 below which has not first been filed and investigated in pursuance of this subsection 24.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Adjustment Board.

24.3 Adjustment Board

In the event the Association and the City are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is herein above defined) which arises and is presented during the term of the Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) employee representatives, and three (3) representatives of the City. The Association shall be an indispensable party to any grievance which-is submitted to the Adjustment Board. Any party desiring an official transcript of the Adjustment Board hearing shall bear the cost of same.

If an Adjustment Board is unable to arrive at a majority decision, either the grievant, the Association or the City may request that the grievance be referred to the City Manager, or arbitration.

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

Proposals to add to or change this Memorandum of Understanding or written

agreements or addenda supplementary thereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board or Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

24.4 City Manager and Arbitration

If the grievance is not resolved at the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and of the Association shall meet promptly to select a mutually acceptable arbitrator. A hearing before the arbitrator shall be held as soon as practical and the arbitrator shall render a decision which shall be advisory to the City Manager. If the City Manager declines to follow the arbitrator's decision, he shall state his reason for doing so in writing. The cost of arbitration shall be borne equally by the City and the Association.

24.5 Matters excluded from the Grievance Procedure of the Memorandum of Understanding

Employee disciplinary matters in those cases where the matter concerns any rule or policy or administrative procedure of the City contained in the City Charter, the Civil Service Ordinance, or the Civil Service Rules and Regulations which are adopted pursuant to the City Charter, which provisions pertain to discharge, discipline, and examination and promotion procedures, the appeal procedures contained therein shall be utilized.

24.6 Disciplinary Action

No grievance involving the discipline of an employee will be entertained unless it is filed in writing by the Association with the City Manager or Civil Service Board within seven (7) calendar days from the date of the notification of the action. A copy of the notification shall be sent to the Association.

24.7 Pay Claims

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

Section 25. Outside Employment

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

employment constitutes a conflict of interest for the employee or the city or which would interfere with the employee's ability to perform his or her City job.

Section 26. Miscellaneous

26.1 Bilingual Pay Policy

In accordance with the City's Bilingual Pay Policy, the Human Resources Department will designate the language to which they pay will apply and assign employees accordingly. The Bilingual Pay differential is forty-two Dollars ($42.00) per month.

26.2 Drug Free Work Place

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

26.3 Paramedic Assistant Differential

An employee who has a valid and current EMT-1 certificate or higher and who has successfully completed Paramedic Assistant training and is assigned to perform work as a Paramedic Assistant shall be compensated an additional four percent (4%) of top step Firefighter salary. (See Amended Appendix A)

26.4 Residence

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

Section 27. “Exclusive Use” City Vehicles

Effective upon ratification, all AFCA members will be assigned an “Exclusive Use” City vehicle in accordance with Administrative Policies and Procedures regarding “Vehicle and Equipment Use Maintenance Policy” which will be updated and amended. The use of these vehicles includes necessary service, maintenance, and City gasoline for City business use subject to City policies and practices**.**

The vehicle use policy will reflect the following three points:

1) The cars will be marked and used exclusively for official City business.

2) Employees issued vehicles will keep a mileage log that can be audited at any time by the Chief of their respective division or by the City Manager or his or her designee.

3) An unexcused violation of the Vehicle Use Policy will be a terminable offense.

Section 28. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

Section 29. Past Practices and Existing Memoranda of Understanding

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

29.2 This Memorandum of Understanding shall supersede all existing Memorandum of Understanding between the City and the Association.

Section 30. Meet and Confer

The City Manager may request meet and confer discussions between the parties concerning changes in service levels during the term of this MOU. The City Manager will notify the AFCA President in writing when making such request. This in no way precludes the Association and the City from collaborating and using the basic tenets of their working relationship, cooperation, teamwork and consilience, in order to resolve service delivery issues outside of the formal meet and confer requirements.

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA
And
ALAMEDA FIRE CHIEFS ASSOCIATION

November 1, 2015 and ending December 18, 2021

Made and entered into this_____day of December, 2015.

ALAMEDA FIRE CHIEFS ASSOCIATION

By _____
Ricci Zombeck

By _____

By _____

CITY OF ALAMEDA

By _____
Elizabeth D. Warmerdam,
Interim City Manager

APPROVED AS TO FORM

By _____
Janet Kern
City Attorney

AMENDED APPENDIX A

CITY OF ALAMEDA
ALAMEDA FIRE CHIEFS ASSOCIATION
EFFECTIVE January 11, 2015

CODE	CLASSIFICATION	ANNUAL STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4550	Division Chief	135,143	147,117	154,473	162,197	170,307
	Temporary Office Assignment *(MOU Sec 10.3)*					
	Office Assignment	6,757.15	7,355.85	7,723.65	8,109.85	8,515.35
	Deputy Fire Chief Position/Acting Pay/yRate *(MOU Sec 11.2)*					
	Deputy Fire Chief	6,757.15	7,355.85	7,723.65	8,109.85	8,515.35
	Management Incentive Pay *(MOU Sec 11.1)*					
	Suppression	3,712.80	4,041.60	4,244.00	4,456.00	4,678.40
	Non-Suppression	5,744.80	6,253.60	6,566.40	6,895.20	7,240.00
	Deputy Chief Position	5,744.80	6,253.60	6,566.40	6,895.20	7,240.00
	Incentive Level 2	6,757.15	7,355.85	7,723.65	8,109.85	8,515.35
	Holiday-in-Lieu Pay *(MOU Sec 16)*	6,755.80	7,354.38	7,722.11	8,108.23	8,513.65
	Paramedic Assistant Differential FOR ALL STEPS *(MOU Sec 26.3)*			3904.84		

Revised 12-15-15

AGREEMENT
TRANSFERRING 1082 PENSION SYSTEM MEMBERS TO PERS

This Agreement, entered into this 31st day of May, 1990, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and the members (hereinafter "Members") of the 1082 Pension System (hereinafter "1082 Plan"), is made with reference to the following:

RECITALS:

A. The City of Alameda created by ordinance the 1082 Plan which provides pension benefits for its Members.

B. City and Members desire to transfer membership in the 1082 Plan to the State of California's Public Employees' Pension System (hereinafter "PERS").

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1) As soon as practicable all current retirees and all current active and future employees covered by the 1082 Plan will be transferred to the PERS Safety 2% at 50 full formula as provided in Section 21252.01 of the Government Code of the State of California, including the following optional benefits:

   a) Section 20024.2 (One Year Highest Compensation)

   b) Section 20835.1 (Limit Prior Service to Members Employed on Contract Date)

   c) Section 21361.5 (Local System Service Credit)

   d) Section 20862.8 (Credit for Unused Sick Leave) and (non-restricted accrual of sick leave)

   e) Section 21263 and 21263.1 (Post-Retirement Survivor Allowance)

   f) Section 21266 (Post-Retirement Survivor Allowance to Continue After Remarriage)

   g) Section 21382.4 (Third level of 1959 Survivor Benefits). Employer will pay employer contribution.

2) Upon the City transferring the 1082 Plan to PERS, the IRS will

be requested to review the tax consequences of the following language: "Any election to convert the City paid employee contribution will be revoked in the event the employee returns to duty status."

3) Upon the City transferring the 1082 Plan to PERS, the following language will apply to all safety employees of the City:

> Employees who are members of the Public Employees' Retirement System (PERS) may participate in a PERS "Pick-Up Program". Said Program operates under the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to PERS paid by the City of Alameda on behalf of said employees.
>
> The City shall contribute to PERS each pay period a portion of the employee contribution rate as established by law equal to nine percent (9%) of the employee's "compensation" as that term is administered by the Board of Administration of PERS.
>
> Contributions made pursuant to this section shall be reported to PERS as "employee contributions being made by the contracting agency." The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board determines that such contributions are taxable income subject to withholding.
>
> Each employee is 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 therefor.
>
> Except as set forth in the following paragraphs the aforesaid contribution shall be considered solely for the purpose set forth herein and shall not be considered for any other purpose including, but not limited to, being considered as part of any employee's salary for the purpose of computing straight-time earnings, compensation for paid leaves, compensation for overtime worked, compensation benefits and the City's contribution to PERS.
>
> Any employee who has attained the age of forty-five (45) may elect to convert the said City-paid employee contribution to PERS to a salary increase of the same amount. Such election shall be irrevocable, must be made in writing and received by the Personnel Director, and shall become effective on the first of the month

"Sec 3 deleted circa July 1994"

following the date of election. In the event of such election the employee will thereafter be required to make the total amount of his or her contribution rate established by law.

In the event an illness or injury occurs which may cause an employee's retirement, that employee may immediately convert the nine percent (9%) City-paid employee contribution to the retirement fund to a nine percent (9%) salary increase, in which event the employee will be required to pay the total amount, nine percent (9%), of the employee contribution which had been paid by the City to the retirement fund.

The City shall afford the employee, at the employee's option, the ability to pay the nine percent (9%) City-paid employee contribution to the retirement fund retroactive twelve (12) months prior to an illness or injury which may cause an employee's retirement.

Any election to convert the City paid employee contribution will be revoked in the event the employee returns to duty status.

4) Upon the City transferring the 1082 Plan to PERS, the following language will apply to all 1082 safety employees and retirees who retired under 1082 who elect to transfer to PERS and current safety employees:

a. <u>Medical Insurance</u>

For 1082 retirees and future Public Safety retirees who are currently members of one of the City sponsored health plans, the City shall contribute the health plan costs, at the one party or two-party rate as the case may be, for that plan until the retired employee is eligible for Medicare coverage. If and when the retiree becomes eligible for Medicare coverage, Part A and Part B, then the City shall provide the retiree a Medicare supplementary program as provided for in Government Code Sections 22819 and 22859. In place of the above described rates, the City will pay the full cost of such Medicare Supplement Program. Any of the above mentioned retirees who currently are not enrolled in a City sponsored health plan may elect to receive a monthly contribution by the City, equal to the average of the one-party or two-party rates, whichever is appropriate, paid by the City, to a qualified health care plan (on record with the City) for the purpose of purchasing health care. Retired employee dependent eligibility for City health plan contribution is conditional upon the active enrollment of the retired employee.

For an employee of the City, who was married at the time of retirement and who dies during retirement, the surviving unmarried spouse of the retiree will have his or her medical insurance paid by the City at the single party rate.

If a retired employee remarries, the retiree may add the retiree's spouse to the medical insurance coverage at the retiree's expense.

b. Dental

1082 retirees and future Public Safety retirees may elect to receive a monthly contribution by the City, equal to the one party or two party rate, as the case may be, paid by the City, to a qualified dental care plan (on record with the City) for the purpose of purchasing dental care. For an employee of the City, who was married at the time of retirement and who dies during retirement, the surviving unmarried spouse of the retiree will have his or her dental insurance costs paid by the City at the single party rate. Should the City provide a dental benefit plan covering retired employees at a later date, the City shall provide the retiree and the surviving spouse the option of joining said plan at City cost at the appropriate rate. If a retired employee remarries, the retiree may add the retiree's spouse to the dental insurance coverage at the retiree's expense.

5) Any monies left in the 1082 Fund after the necessary funds have been transferred to PERS will be administered by the 1082 Pension Board to fund Health & Welfare (e.g. medical and dental) benefits for eligible retirees and dependents formerly members of the 1082 Pension System. Any other use of these monies would be a subject of negotiation with the Alameda Police Association and IAFF Local 689 representatives and would require their concurrence.

6) An individual Member who is retired from the City of Alameda under 1082 may make an irrevocable election to remain in the 1082 Plan. The existing benefits of the individual Member of the 1082 Plan at the time of election shall remain in full force and effect, without additions or deletions. Such election shall be made in writing to the City's Personnel Director and be made within 15 days from the date of the receipt of the Notice of Election.

7) This Agreement shall be effective upon ratification of all PERS transfer/contract amendment requirements. Non-restricted accrual of sick leave for purposes of Optional Benefit Section 20862.8 shall be effective as of January 1, 1990.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF ALAMEDA,
a municipal corporation

BY: William C. Norton

APPROVED AS TO FORM:

CITY ATTORNEY (acting)

Members of the 1082 Pension System

BY: Authorized Representative

ATTEST:

BY: Authorized Representative

BY: Authorized Representative

BY: Authorized Representative

CITY OF ALAMEDA RESOLUTION NO. 15030

APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA FIRE CHIEFS ASSOCIATION AND THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING NOVEMBER 1, 2015 AND ENDING DECEMBER 18, 2021

WHEREAS, there has been submitted to this Council a Memorandum of Understanding between the Alameda Fire Chiefs Association (AFCA) and the City of Alameda; and

WHEREAS, the Council of the City of Alameda has fully examined said proposed Memorandum of Understanding, a copy of which is on file in the Office of the City Clerk, and thereby finds and determines adoption of said documents to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that said Council hereby approves and adopts said revised Memorandum of Understanding; and

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

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 29th day of April, 2015, by the following vote to wit:

AYES: Councilmembers Ezzy Ashcraft, Matarrese, and Oddie – 3.

NOES: Councilmember Daysog and Mayor Spencer – 2.

ABSENT: None.

ABSTENTIONS: None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this 30th day of April, 2015.

Lara Weisiger, City Clerk
City of Alameda

APPROVED AS TO FORM

Janet C. Kern, City Attorney

CITY OF ALAMEDA RESOLUTION NO. 15109

APPROVING ADMINISTRATIVE CORRECTIONS TO BETTER REFLECT CURRENT MEDICAL CONTRIBUTION RATES, DENTAL PLAN MODIFICATIONS, TO UPDATE LANGUAGE CHANGES RELATED TO THE PUBLIC EMPLOYMENT PENSION REFORM ACT (PEPRA), AND TO LIST SPECIFIC UNIFORM RATES TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE ALAMEDA FIRE CHIEFS ASSOCIATION (AFCA) AND THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING NOVEMBER 1, 2015 AND ENDING DECEMBER 18, 2021

WHEREAS, on April 29, 2015, the City Council adopted a resolution approving a Memorandum of Understanding between the Alameda Fire Chiefs Association (AFCA) and the City of Alameda; and

WHEREAS, the City and the AFCA recognized the need to work collaboratively to address, among other things, Other Post Employee Benefits (OPEB) also known as lifetime medical benefits; and

WHEREAS, the former City Manager at the time of adoption, acknowledged that the Memorandum of Understanding that was being adopted by the City Council might be subject to administrative correction and require further amendment; and

WHEREAS, staff is now recommending changes to the MOU to clarify agreed upon benefits; and

WHEREAS, the Council of the City of Alameda has fully examined said changes to the revised Memorandum of Understanding, a copy of which is on file in the Office of the City Clerk, and thereby finds and determines adoption of said documents to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that said Council hereby approves and adopts said revised Memorandum of Understanding; and

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

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the City Council of the City of Alameda in a regular meeting assembled on the 15th day of December, 2015, by the following vote to wit:

AYES:	Councilmembers Daysog, Ezzy Ashcraft, Matarrese, Oddie and Mayor Spencer – 5.
NOES:	None.
ABSENT:	None.
ABSTENTIONS:	None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this 16th day of December, 2015.

Lara Weisiger, City Clerk
City of Alameda

APPROVED AS TO FORM

Janet C. Kern, City Attorney
City of Alameda