Exhibit 4

MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 689

~~June 30, 2013 – JUNE 24, 2017~~~~December 31, 2021~~November 1, 2015 - December 18, 2021

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MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 689

This Memorandum of Understanding is entered into between the City of Alameda and International Association of Firefighters, Local 689, 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 set forth in this Agreement 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.
~~June 30, 2013and ending June 24, 2017December 31, 2021~~.

Section 1. Recognition and Cooperation

1.1 Union Recognition

International Association of Firefighters, Local 689, hereinafter referred to as the "Union," has been recognized as the majority representative, pursuant to the Employer-Employee Resolution No. 7476, to include the following employee classifications; Firefighter, Fire Apparatus Operator, and Fire Captain.

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 the 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.

1.3 Cooperation

The parties have agreed to continue with the implementation of ALS service in the Fire Department as outlined in the Letter of Understanding between the Union and the City dated October 20, 1999. The parties have discussed and agreed as to the basic tenets of the working relationship between the parties during the term of this Memorandum of Understanding. The parties agree that the basic tenets are cooperation, teamwork and consilience. The Union undertakes to immediately, upon the adoption of this Memorandum

of Understanding by the City Council, to assist the Fire Department in every way possible with the implementation of the programs, plans and tasks that the Department has undertaken and will undertake. Upon the adoption of this MOU, the Union agrees to assist the Fire Department in the implementation of existing and new (or proposed) programs within the parameters (or limits) provided in Section 10.1 of the MOU and Section 7 of the MOU.

Section 2. Union Security

International Association of Firefighters, Local 689, shall be the only employee organization for which the City makes payroll deductions for membership dues for the members of the bargaining unit represented by International Association of Firefighters, Local 689.

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

(1) Payroll deductions from the earnings of an employee for payment to International Association of Firefighters, Local 689, shall be made only upon receipt by the City Finance Director of a written authorization from such employee for such deductions on a payroll deduction form provided by the City. No payroll deductions shall be made by the City for fines imposed by International Association of Firefighters, Local 689, upon a member thereof.

(2) A payroll deductions authorization executed by a member of the bargaining unit shall remain in effect so long as that person remains a member of the bargaining unit or provides a written notice to the City Manager upon a form provided by the City that such authorization has been revoked. Any such revocation shall become effective thirty (30) days after it is submitted to the City Finance Director.

(3) The Union's Treasurer shall certify in writing to the City Finance Director the amounts which the City is to deduct from the earnings of those members of the bargaining unit who have authorized such deductions, and any changes in such amounts, provided, however, that notice of such changes must be submitted to the City Finance Director thirty (30) days before they are to be implemented. Payroll deductions shall be apportioned such that an equal deduction is made in each pay period. Such deductions shall be remitted to the Union's Treasurer within fifteen (15) days after they are made.

(4) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over payroll deductions for payment to the Union, and the Union shall be notified within fifteen (15) days when the Union's deductions are withheld.

(5) In the event a salary increase for the members of the bargaining unit is made retroactively, the City shall deduct from all paychecks conveying such retroactive salary increase and remit to the Union's Treasurer those amounts certified by the Union's Treasurer as amounts due to the Union from such paychecks for dues, assessments, and other payments owed to the Union.

(6) The Union shall file with the City Manager an indemnity statement wherein the Union 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 Union dues, assessments and other payments to the Union. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

Notwithstanding any other provision of this Agreement, the Union retains all of the rights granted to it by the Meyers-Milias-Brown Act and the Alameda City Charter.

Section 3. Union Representatives

Union representatives who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services. Such employee representatives shall submit through the Fire Department chain of command a written request for excused absence to the Fire Chief at least forty-eight (48) hours prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

Union representatives may use their accrued vacation leave, compensatory time, and shift trades for the purpose of attending Union conventions, Union conferences and Union seminars. Such vacation leave shall not be counted against the total number of employees who may be on vacation leave at any one time, provided, however, that no more than one (1) employee per shift may be eligible for such vacation leave. Such compensatory time shall not be counted against the total hours allowed per shift/day. Such shift trades shall not be counted as a part of the total number of trades an employee may make per month.

Section 4. Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Union and officially designated representatives of the Union for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation which are to be discussed with City representatives. Access may 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 Union, such as collecting dues, campaigning for office, conducting elections and distributing literature, shall not interfere with the normal operations of the department or with established safety or security requirements.

Section 5. Use of City Facilities

Union meetings are held at the offices of IAFF Local 689. Employees who are on duty and have business to present at a union meeting will be allowed to attend the meeting. Arrangements for this purpose will be the same as for Department business (i.e., Officers Conference, classes, etc.), provided, that the Union and the Division Chief both determine the resulting coverage meets acceptable emergency response safety standards.

The Union may, with the prior written approval of the City Manager or Fire Chief or his/her designated representative, be granted the use of City facilities for meeting of the Union provided space is available. All such requests shall be in writing and shall state the purposes of the meeting.

Employees assigned to the fire station where a Union meeting is being held will be allowed to attend the meeting provided they shall remain available to perform their duties if necessary and shall immediately respond to any emergency call. Employees who have business to present at the meeting but are assigned to other stations will be allowed to attend the meeting. Arrangements for this purpose will be the same as for Department business (i.e., Officers Conference, classes, etc.), provided, that the Union and the Division Chief both determine the resulting coverage meets acceptable emergency response safety standards.

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

Section 6. Communications

The Union may use an area not larger than 36 inches by 48 inches for a Union bulletin board in each fire station at a location designated by the Fire Chief and may have exclusive Union use of such bulletin board under the following conditions:

No soliciting will be permitted in any station quarters or Fire Department building and no banners, cards or advertising of any description shall be permitted to be attached to the outside, or displayed inside, any station quarters or Fire. Department building, without permission of the Division Chief, except for those matters placed on a Union bulletin board relating to Union functions.

At the time of posting the Union will provide the Fire Chief with a copy of all material posted. At the time of issuance, the Fire Chief will provide the President of the Union with a copy of all Fire Department Bulletins, Special Orders and General Orders.

Any changes to GOBs related to wages, hours and working conditions shall be subject to mandatory meet and confer discussions between the Fire Chief and Union President.

Section 7. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, any board or commission, or any department and the Union shall be given the opportunity to meet with City representatives 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 Union, 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. A copy of any such ordinance, rule, resolution or regulation shall be provided to the Union, together with the notice required by this Section 7, whenever possible.

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 Union 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 Union 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 Union activities.

It is the policy of the City of Alameda that harassment and discrimination are unacceptable employee conduct. Neither the City nor the Union condones or tolerates this behavior.

In the event an employee feels harassed or discriminated against, they have recourse through the existing sexual harassment policy, Resolution #9511, Adopted by the City.

Section 10. Hours of Work

10.1 Work Schedule

The regular workweek for employees assigned to full-time positions in other than Fire Suppression shall consist of an average of forty (40) hours and such hours to be worked between 7:00 A.M. and 6:00 P.M., Monday through Friday.

The regular workweek for employees assigned to Fire Suppression shall be an average of fifty-six (56) hours. The work schedule shall consist of two (2) twenty-four (24) hour on-duty periods, commencing at 8:00 A.M., within a six (6) day cycle to be worked in accordance with the following chart:

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

To best suit the 48 / 96 work schedule the City has established a 24-day FLSA 7(k) work period.

Employees shall report at 8:00 A.M. in appropriate uniform, clean shaven, and ready to work at the station to which they were last assigned, unless previously otherwise directed by the Fire Chief or designated representative.

Employees assigned to Fire Suppression shall conduct normal duties of the Fire Department during the hours of 8:00 A.M. to 10:00 P.M.

When making assignments after 5:00 P.M., the Division Chief shall consider the physical condition of the employees based on the scheduled and emergency response workload which has occurred previously during the shift. Regular or scheduled activities shall be limited to eight (8) hours in any one shift.

Work to be performed after 10:00 P.M. shall be responses to emergencies and the work necessary to restore equipment to service after such equipment was used in emergency response, and repositioning of emergency equipment when circumstances exist which adversely affect the Department's usual ability to respond to an emergency or when unusual fire hazards exist which require monitoring by the Department.

10.3 Shift Trades

Employees may trade shifts or portions thereof with qualified employees in increments of twenty-four (24) hours, fourteen (14) hours, or ten (10) hours, under the following conditions. An employee making such a trade shall enter that fact on Telestaff and on the station calendar at the fire station to which he or she is assigned at the time he or she makes the agreement for the trade, and shall inform his or her company officer of the trade at that time. Such trade must be approved by the Division Chief.

Employees may make trades with qualified employees of less than ten (10) hours under the following conditions. Requests for such trades shall be entered on Telestaff and approved by the Division Chief. Such trades shall be entered in the Station journals and will not count as part of the three (3) trades per month stated below.

A request for a trade may be denied if the trade would interfere with operations of the Fire Department deemed important by the Fire Chief.

No employee may have more than three (3) trades per month except with written permission from the Division Chief. All trades between employees shall be repaid within twelve (12) months of the date of the trade unless the employee responsible for repaying the trade is assigned to a non-suppression assignment or suffers an illness or injury, in which case the twelve (12) month repayment period shall be extended by the period of such assignment, illness or injury.

No trade shall involve the payment of monetary compensation from one employee to another. If an employee has arranged a shift trade with another employee and that employee fails to report for work on the day he or she was to work for the first employee, the second employee shall be required to make up that time in accordance with Fire Department rules and regulations and the second employee will not be compensated for the day he or she failed to report for work. If an employee has arranged for a shift trade with another employee and that employee fails to report for work due to an industrial injury on the day he or she was to work for the first employee, the first employee shall be required to make up that time in accordance with Fire Department rules and regulations. All such time shall be made up in full shifts or, if the trade was for less than a full shift, in the same period of time as the trade.

Employees accepting to work a trade are expected to be on duty the entire length of time agreed to. Employees unable to work the full amount of the trade time should not agree to work the trade.

Employees on trade status assume the assignment of the employee he/she is replacing. Assignments will be made based on the seniority and qualifications of the employee

assigned to the shift who requested the trade. (Status on eligibility list does not pass from the employee off on trade to the employee working the trade).

For approved trades between ranks an employee trading up in rank will assume the assignment of the employee being replaced, provided another employee with the appropriate rank is not available for such assignment. An employee trading down in rank will assume the assignment of the employee being replaced, provided there is no available assignment at his/her attained rank.

A Firefighter may trade with any other Firefighter, or with an Apparatus Operator subject to limitations stated within Apparatus Operator definitions, or with Captains subject to the limitations stated within Captains definitions.

An Apparatus Operator may trade with any other Apparatus Operator, or with a Firefighter who has: three (3) years experience as an Alameda Fire Department Firefighter, and possession of a the appropriate driver's license, and previously placed on an Alameda Fire Department Apparatus Operator promotion list or has been certified to drive by the Training Officer. An Apparatus Operator may trade with a Captain who has: possession of the appropriate drivers license, and previously placed on an Alameda Fire Department Apparatus Operator promotion list or has been certified to drive by the Training Officer, and be subject to limitations stated within Captain definitions. A Captain may trade with any other Captain, or with any Firefighter or Apparatus Operator who is qualified and certified to act as Captain.

Section 11. Overtime, Call Back, Acting Pay, Compensatory Time

11.1 Overtime Authorization

All overtime must be authorized by the City Manager or designated representative in advance of being worked. No employee in the bargaining unit shall order any other employee in the bargaining unit to work overtime unless such overtime has been authorized by the City Manager or his or her designated representative.

11.2 Definition of Overtime

Fifty-six (56) Hour Workweek Employees

Overtime for employees assigned to a fifty-six (56) hour workweek is authorized time worked beyond the regular scheduled workweek in Section 10. Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay in pay or compensatory time off, at the employee's option.

Overtime shall not be paid when an employee's fifty-six (56) hour workweek is extended due to a shift trade.

Forty (40) Hour Workweek Employees

Time worked by employees in other than Fire Suppression in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall not be deemed as overtime, provided that such employees average not more than forty 40 hours per week and that such scheduled hours are worked between 7:00 A.M. and 6:00 P.M., Monday through Friday. All other time worked by such employees in excess of an average of forty (40) hours a week shall be compensated in pay or compensatory time off, at the employee's option, at the rate of time and one-half (1-1/2).

Exemptions from Overtime
Any employee assigned to Fire Suppression duties may leave his or her shift prior to its completion when he or she has arranged for early relief from an employee scheduled to come on duty at the start of the next shift and has received approval for such early relief from the immediate supervisor. Such early relief will be exempt from overtime.

11.3 Call Back and Minimum Overtime Requirements
Call Back and Minimum Overtime Requirements shall be in accordance with established overtime procedures as outlined in the Overtime Procedures GOB.

11.4 Overtime Call-in Procedures
Requests for overtime shall be in accordance with established overtime procedures as outlined in the Overtime Procedures GOB.

11.5 Acting Procedures and Pay
Employees shall be paid hour per hour for time worked in a higher classification. One hour shall be the minimum qualifying time period. If an employee works in a higher classification for a fraction of an hour the time shall be rounded to the nearest hour.

Guidelines for Acting and Regulations for Acting Pay are contained in the GOB bearing that title.

11.6 Acting Pay for Vacation Leave Taken
Any employee who is assigned to act in a higher classification for more than fifty percent (50%) of his or her shifts in a fiscal year shall be paid for vacation leave taken in that fiscal year at one-half (1/2) the salary attached to such higher classification and one-half (1/2) of the employee's regular rate of pay. Any employee who is assigned to act in a higher classification for eighty percent (80%) or more of his or her shifts in a fiscal year shall receive the salary attached to such higher classification for vacation and sick leave taken in that fiscal year and for his or her holiday pay.

In the event an employee acts in more than one (1) higher classification and the combined service in those higher classifications is more than fifty percent (50%) of his or her shifts in a fiscal year, the employee shall be paid for one-half (1/2) of the vacation leave taken in that fiscal year at a salary prorated from the salaries of such higher classifications in proportion to the employee's acting time in each such classification. In the event an employee's combined service in more than one (1) higher classification is eighty percent (80%) or more of his or her shifts in a fiscal year, the salary for all vacation, sick leave and holiday pay shall be computed in the same manner.

11.7 Compensatory Time
Employees shall be entitled to accrue compensatory time off up to a maximum of one hundred forty-four (144) hours, but may take no more than seventy-two (72) hours of compensatory time off in any one (1) month.

Compensatory time will be requested by an employee in accordance to the Compensatory Time Off GOB.

Section 12. Salaries

12.1 Rates of Pay
The biweekly rates of pay for the classifications covered by this Memorandum of

Understanding for the duration of this Memorandum of Understanding are set forth in Appendix A.

There shall be no wage increases in 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 would be 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: In June, 2020, the City will conduct a total compensation survey for

the Fire Department. The agencies to be included are Alameda County, Berkeley, Hayward, Fremont, Livermore-Pleasanton. Total compensation includes Base pay, Educational Incentive, Uniform Allowance, Holiday-in-Lieu pay, Paramedic Assistant Pay, Paramedic Pay, Retention/Longevity Pay. Other compensation should also include negative adjustments, which include PERS Employee Cost Share of Employer Contribution, Salary Reductions, and other employee reimbursement to his/her employer. The salary survey will not include any pay steps that include "recruits" who have not completed academy training. Salaries will be adjusted to the average of these five ~~cities~~agencies, beginning the first full pay period after January 1, ~~2017~~2021. The salary adjustment shall not be less than a minimum of 2.0% nor a greater than a maximum of 5.0%. If the total compensation falls above the average of the five surveyed cities, the wage increase for 2021 shall be 2.0%.

In addition to the regular salary employees assigned on regular assignment to any 40 hour assignment identified in the organizational chart will receive a salary differential of seventeen and one half percent (17.5%) while so assigned. Employees in the classification of Firefighter will receive a salary differential of seventeen and one half percent (17.5%) while so assigned. A Fire Captain assigned to Disaster Preparedness, EMS or the Training Division will receive a salary differential of seventeen and one half percent (17.5%) while so assigned.

Guidelines for 40 hour office assignments are contained in the Guidelines for Making Assignments to 40 Hour Office Positions GOB.

The Fire Department retains the authority to remove employees who are not performing at acceptable levels in the above assignments.

12.2 Starting Rate

For the classification of Firefighter, the entrance salary for a new employee entering City service shall be paid at a newly created "Academy" step ~~(new step 1)~~ while undergoing Academy Training. The step shall be 40% of step ~~2~~ 1~~(previous step 1)~~, which is the starting salary for Firefighter (base pay only, no "incentives"). Upon successful completion of the Academy and assignment to shift, the pay shall be increased to Step ~~2~~ 1 of the Firefighter salary schedule. After providing one year of service to the City, the pay shall be increased to Step ~~3~~ 2 of the Firefighter salary schedule.

For all other classifications within the bargaining unit, employees shall receive the minimum salary for such classifications upon initial appointment thereto, unless the salary attached to such initial step is not five percent (5%) or more above the salary of an employee prior to such appointment, in which event the employee will receive the salary attached to the lowest step which provides a salary increase of at least five percent (5%). Acting pay under Section 11.5 of the Memorandum of Understanding shall be at the step which an employee would receive upon initial appointment to the higher classification to which the employee has been temporarily assigned.

12.3 Step Increases

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

For Firefighters, ~~The first step~~Academy Step shall be the minimum rate and shall normally be the hiring rate for the class.
~~For Firefighters, the first Step is the "Academy Step".~~

For Firefighters, there is an Academy step plus ~~are 8~~7 additional steps (Steps 1-~~8~~7). For

Apparatus Operators, there is 1 step (Step 5). For Fire Captains, there are 3 steps (Steps 5-7)

Upon entering the Academy, Firefighters will be paid at the Academy step.

The ~~second~~ Firefighter first step shall be paid upon satisfactory completion of Fire Academy .

For Firefighters, the second ~~S~~step shall be paid upon satisfactory completion of one (1) year of service in the Firefighter classification which includes ~~-~~Academy service. ~~the Fire Academy~~.

For Firefighters the third ~~Step~~ step shall be paid upon satisfactory completion of twelve (12) months of paid status ~~in service to the City~~at the second step.

The fourth step shall be paid upon satisfactory completion of twelve (12) months of paid status at the third step.

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

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

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

~~The eighth step shall be paid upon satisfactory completion of one (1) year of paid status at the seventh step.~~

Firefighters hired prior to July 1, 2013 are not subject to the "Academy rate" provision and receive step increases every 6 months from the date of their hire until they reach Step 4 of the Firefighter step scale.

Raises to the next step shall be automatic unless the employee's service has not been satisfactory in which event a raise may be delayed for not more than six (6) months with the approval of the City Manager.

12.4 Conversion Rate

Any yearly, monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases, the 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.

The hourly rate for fifty-six (56) hour workweek employees is calculated by dividing the employee's base biweekly pay rate by 112. The hourly rate for forty (40) hour workweek employees is calculated by dividing the employee's base biweekly pay rate by eighty.

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, 1991 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).

Effective upon ratification of this agreement, 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 and Kaiser Bay Area rates:

The current maximum contribution rates are as follows:

	January 1, 2013 Blue Shield Rates
None	$ 230.00
Single Party	$ 784.63
Two-Party	$ 1,569.26
Family	$ 2,040.04

	January 1, 2013 Kaiser Rates
None	$ 230.00
Single Party	$ 668.63
Two-Party	$ 1,337.26
Family	$ 1,738.44

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 the then current year as compared to the prior year, ~~2017 from the 2016 rates,~~ 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

The City shall provide dental insurance coverage for full-time employees and their eligible dependents. This coverage will be mandatory for all employees. Any increase in premium shall cause a like increase in the flexible benefit account. The City will switch to a plan that will cover 90% of the cost of services, with the employee picking up 10% of the cost of services when the current 80%-20% plan expires.

The dental plan is a $2500.00/$2500.00 benefit plan per employee and eligible dependent 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 make the necessary contributions per month per eligible employee toward the City's Flexible Benefits to provide each employee with a Fifty Thousand Dollar ($50,000) life insurance program. This coverage will be mandatory for all employees.

13.5 Optional Life Insurance

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

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 at levels set forth above will remain in effect until the expiration of this

MOU with the understanding that after July 1, 2016 the level shall remain at 15%.

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 members" of the City's defined benefit plan will have their final compensation for pension purposes calculated based on a ~~Effective January 1, 2017, employees covered by this MOU agree to a final compensation calculation~~ formula ~~of~~ 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. ~~The City will work with the union to comply with any legal requirements for implementation.~~

14.3 Public Service Credit

The City shall amend its contract with PERS under Optional Benefits #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 single-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. 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, 2013, employees hired after June 7, 2011 shall contribute an amount equal to 3% 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). ~~to a~~This supplemental ~~-~~retirement plan ~~which~~ allows the accrual of retiree health benefits~~, and continuing thereafter until modified by subsequent agreement~~. ~~The plan will be administered by a third party administrator, and all plan expenses will be paid by the participants from the trust. All employees hired after June 7, 2011 shall uniformly contribute 3% of regular base monthly salary (in this case a pick up contribution described under IRC 414(h)(2)) to the plan, and the amount is invested in a way chosen by the employee. The money~~Contributions are ~~is~~ 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 ~~be allowed to~~ contribute any unused vacation leave, unused compensatory leave and ~~up to 50% of~~ unused sick leave that has not been converted to PERS service credit, into the plan, subject to IRS limitations.

Effective the first full pay period after January 1, 2016, and continuing thereafter until modified by subsequent agreement, all employees hired after June 7, 2011 shall uniformly reduce their contribution from 3% to 2% of regular base month salary to the supplemental retirement plan.

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 towards the payment of OPEB benefits for those sworn employees in the City's Fire and Police Departments ("safety members") who pay into the Trust and retire after January 1, 2019. In January 2016, the City shall make an initial deposit of $5 million dollars into the OPEB Trust. In January 201~~7~~6 and in January of each of the nine years thereafter, the City shall 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 IAFF Local 689. 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.

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.

(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 employees' 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 employees' 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.

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

An annual uniform allowance for the replacement and maintenance of uniforms, (including pants and shoes) shall be paid on a pay period basis. The annual uniform allowance ~~of $990~~ shall be increased each year by forty dollars ($40.00) paid out on the ~~as follows:~~

~~L~~last pay period of each year. ~~Dec. 2013 $1,030.00~~

~~Last pay period of Dec. 2014 $1,070.00~~

~~Last pay period of Dec. 2015 $1,110.00~~

~~Last pay period of Dec. 2016 $1,150.00~~

Section 16. Holidays

Any employee regularly assigned and working a fifty-six (56) hour work schedule, will be paid additional compensation for holidays at the rate of 1/20.004 of their regular salary.

Any employee regularly assigned and working a forty (40) hour work schedule will celebrate the same holidays celebrated by the City, but shall not receive any extra compensation in addition to the employee's regular salary. For the purpose of this paragraph, the thirteen (13) holidays are New Years Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, 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 in accordance with the Vacation Selection Guidelines GOB.

Forty (40) hour a week personnel shall select their vacation in the same time period by seniority in department for each Division. The Fire Chief shall determine the number of forty (40) hour employees that may be off at any one time based on department needs.

Up to three (3) employees assigned to fire suppression duties may be scheduled for vacation leave on any one (1) day, provided, however, that no more than two Captains, two Apparatus Operators or two Paramedics may be scheduled for leave each day.

17.2 Vacation Benefits

Effective January 1, 2010, the City will convert its vacation accumulation system to provide for a new pay period based accrual system. In the conversion year 2010 only, both the January 2010 annual drop and the pay period accruals will be awarded to employees (those hired as of the date this MOU is adopted). The prior annual drop system will be discontinued and in subsequent years (2011 and beyond), vacation accrual will only be on a pay period basis.

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

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

Sixteen (16) working days' vacation with pay if he or she shall have been in the service of the City for a period of six (6) years or more but less than 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 or more but less than twelve (12) years prior to such anniversary.

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

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 or more 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 or more 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 or more but less than twenty (20) years prior to such anniversary date.

Thirteen (13) shifts of vacation with pay if he or she 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 have been in the service of the City for a period of twenty-three (23) years or more.

17.3 Vacation Accumulation

No employee may accumulate more than ten (10) working days (80 hours) for non-suppression assignments or six (6) shifts (144 hours) for suppression assignments, as the case may be, of vacation at any one time in addition to the employee's regular vacation entitlement. In the event this maximum accumulation level is reached, the employee will temporarily stop accruing vacation until he/she uses vacation time and his/her 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.

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 payday. 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.

Employees who use 0 (zero) hours of sick leave during ~~a~~ the 12 month calendar year ~~(January – December)~~ shall receive ~~an extra~~ 24 hours of ~~vacation~~ leave for suppression employees, or 10 hours of ~~vacation~~ 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 last full pay period in the year in which hours are granted or they will be forfeited. Leave hours may not be converted to cash and shall be the first leave used prior to vacation, compensatory time off, sick leave or family illness leave.

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 compensated time off provision except as provided for in the Vacation Sick Leave GOB.

18.2 Notification Requirement

An employee reporting off duty for sickness or injury shall notify his or her immediate supervisor of his or her impending absence no later than two hours prior to the time he or she is scheduled to report for work. Failure to comply with this requirement may be cause for disciplinary action. Employees shall conform to requirements of the Absence from Duty Notification GOB.

Reporting Back To Duty From Sickness Or Injury

Reporting back from absences of sickness and injury shall conform to requirements of the

Absence from Duty Notification GOB.

Reporting Of Other Absence
Other leaves of absence, such as illness in the immediate family, birth of a child to the spouse of an employee, funeral leave, and critical illness where death appears imminent in the immediate family, shall also be reported per the requirements of the Absence from Duty GOB.

Reporting Of Medical Appointments, Dental Appointments, Jury Duty And Military Leave
When an employee schedules a medical or dental appointment on duty or when notified or required to serve on jury duty or military leave, the employee shall report the expected absence on an "Advance Notification of Absence From Duty Form."

Station I shall maintain a log of reporting off and back from all absences and immediately forward such information to the Division Chief.

18.3 Doctor's Certificate or Other Proof
At the discretion of the employee's supervisor, a personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for more than five (5) consecutive workdays or three (3) consecutive shifts, 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 first six (6) months of employment with the City. However, after six (6) months of employment with the City, sick leave accumulation with pay shall be allowed for time worked in the probationary status, provided the one hundred sixty (160) (for the forty hour workweek employees) or two hundred twenty-four (224) (for the fifty-six hour workweek employees) straight-time hours per month pay status requirement has been met.

18.6 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. Compensatory time donations will first be from the donating employee's FLSA Comp Time bank, and then from his/her Non FLSA Comp Time bank.

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

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

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

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

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

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

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

i. For the purpose of the Section, "immediate family member" as referenced under Eligibility shall be defined as provided for in Section 19.6.

j. Under extenuating and extraordinary circumstances and upon recommendation of the Human Resources Director the City Manager may grant exceptions on a case-

by-case basis. Such exceptions shall not establish practice or precedence.

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

Section 19. Leave of Absence

19.1 Leave Without Pay

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

19.2 Jury Duty

An employee summoned to jury duty shall inform his or her Division Chief of that fact and shall be granted leave from work with full pay for those hours during which the employee is required to be at court and to travel to and from court.

19.3 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California and all other applicable Federal & State statutory and case law shall govern military leave of City employees.

19.4 Maternity/Family Leave

A. Maternity and Family Medical Leave shall be subject to applicable Federal and State law.

B. The City of Alameda agrees to the following procedure regarding the birth of a child to the spouse or domestic partner of an employee covered by the provisions of the Memorandum of Understanding:

1. If the child is born during the employee's working shift, the employee may be granted a leave of absence with full pay and benefits by the Division Chief for the remainder of the shift.

2. If the child is born prior to an employee's working shift and conditions surrounding the child's birth warrant granting the employee a leave of absence, the employee shall contact the Division Chief, who shall review the circumstances surrounding the child's birth and may grant such leave.

3. If the child's birth is expected, but delayed, during the employee's working shift and the employee is absent from work, the employee shall contact the Division Chief, explain the circumstances and the Division Chief shall determine whether the employee should or should not return to duty.

4. Twenty-four (24) hours shall be the total maximum time allowable for a leave of absence during the period surrounding the birth of an employee's child.

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 in accordance with the Workers' Compensation Laws of the State of California.

19.6 Funeral Leave

In the event of a death in the immediate family of an employee who has one (1) or more years of uninterrupted service with the City, 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 forty-eight (48) hours for fifty-six (56) hour workweek employees and twenty-four (24) hours for forty (40) hour workweek employees. This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on leave of absence, layoff, or sick leave.

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

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

19.7 Imminent Death in Family

During the term of the Memorandum of Understanding employees may be granted up to forty-eight (48) hours' use of sick leave for employees assigned to Fire Suppression and twenty-four (24) hours' use of sick leave for other employees in the event of a critical illness where death appears imminent in the immediate family. The immediate family shall be defined as in Section 19.6 above. If the employee receives notice while on duty of a critical illness where death appears imminent in the immediate family, that employee shall be allowed off duty after giving notice to his or her supervisor of such critical illness. Leave granted pursuant to the above shall be charged to an employee's accumulated sick leave. The City may request from the employee a physician's statement verifying the critical illness prior to payment of sick leave.

Section 20. Probationary Period

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

The probationary period for a Firefighter is eighteen (18) months. The probationary period for an Apparatus Operator or Captain is six (6) months.

During the probationary period, an employee may be rejected at any time by the City

Manager without cause and without the right of appeal unless otherwise required by law.

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

Section 21. Layoff and Reemployment

21.1 Layoff Procedure

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

When a promotional reduction is made in the Fire Department, demotions shall be made in the inverse order of seniority in classification. An employee being demoted shall be placed in the classification he or she last held prior to the classification from which he or she is being demoted. When an employee is demoted, their seniority shall be based on the date they originally achieved that classification.

21.2 Reemployment Rights

The names of employees demoted or laid off shall be placed on Reemployment Eligibility Lists for the classifications from which they were demoted or laid off. The rank order on such lists shall be in inverse order of seniority in classification for promotional classifications and inverse order of departmental seniority for the classification of Firefighter.

Such reemployment lists shall take precedence over all other eligibility lists for appointment to classifications in the bargaining unit. An employee who has been laid off from City service must take a physical examination administered by a physician selected by the City as a condition of reemployment.

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

Service with the City Fire Department for an employee in a classification covered by this Memorandum of Understanding shall be terminated by discharge, resignation, or twenty-four (24) consecutive months of unemployment with the City Fire Department (thirty-six (36) months of unemployment in the case of employees laid off who had five (5) or more years' of employment with the City Fire Department).

21.3 Accumulation of Benefits

An employee who is laid off shall not accrue nor be eligible for any benefits provided by the City to the employees in the bargaining unit, including but not limited to vacation, sick leave, holidays, medical and dental insurance, life insurance, retirement contributions, and uniform allowance; provided, however, that the employee shall be credited with seniority as though he or she had remained in City service.

Section 22. Discharge or Discipline

Right of Discharge or Discipline

The City shall have the right to discharge or discipline any employee for employment related dishonesty, insubordination, being under the influence of alcohol or drugs while on duty, incompetence, willful negligence, failure to perform work as required or to observe the Department's safety rules and the Department's 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 for violating or ordering the violation of the Memorandum of Understanding.

Section 23. Personnel Files

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file.

An employee who disagrees with the contents of a performance evaluation report, letter of reprimand or warning which is placed in the employee's personnel file may submit a written response thereto and have such response placed in the employee's personnel file.

Letters of Commendation related to the Fire Department that have been reviewed and approved for forwarding by the Fire Chief, and certificates of achievement related to the Fire Department shall be placed in the employee's personnel file upon the employee's request.

Section 24. Outside Employment

No employee shall engage in employment that constitutes a conflict of interest for the employee or the City, including but not limited to conflicts with hours of work. Requests for permission to engage in outside employment shall be made on a form provided by the City.

Section 25. Miscellaneous

25.1 Grooming

Employees shall present a neat and orderly appearance and the bulk or length of hair shall not interfere with the proper wearing of any department headgear or respiratory protective face mask.

25.2 Limited Duty for Disabled Employees

The following are the guidelines which are to be utilized in determining whether an employee shall be given a limited duty assignment.

(1) The employee must have incurred a job-related injury or illness which incapacitates him or her from performing the full duties of his or her job. Such disability must be confirmed in writing by a physician licensed to practice medicine in the State of California.

(2) There must be a written statement from a physician licensed to practice medicine in the State of California, releasing the employee to perform specific functions. The physician's statement must contain the specifics or the employee's limitations in performing work and how long it is anticipated these limitations are expected to continue.

(3) The City may require a second physical examination to verify the information in the physician's statement.

(4) The assignments will be at the discretion of the Fire Chief, with due regard to the needs of the service and the condition of the employee, and subject to the rights of the employee under the Workers' Compensation Act.

(5) Any rehabilitation, therapy, physician's visits, or other treatment prescribed by the attending physician shall be without the loss of compensation only for the period of time required by applicable state law or usage of sick leave when the disability is job related.

(6) The employee should be capable of working an average of a forty (40) hour workweek as described in Section 10.1. Time spent at rehabilitation, therapy, physician's visits, or other treatment prescribed by the attending physician may be counted as a part of the forty (40) hour workweek.

25.3 Promotions

(1) Promotional Exams
For the purposes of promotional exams, the Human Resources Department will develop questions from established job descriptions that will be pertinent to the promotional position tested.

(2) Date of Examinations
The Union shall notify the Fire Chief that an eligible list will be expiring six months prior to the expiration occurring. The City shall conduct promotional examinations in the Fire Department within ninety (90) days of the date of expiration of the eligibility list for such classification. Reading lists for promotional examinations will be published one-hundred and twenty (120) days prior to the examination.

(3) Eligibility to Participate in Promotional Exam
An employee shall have a minimum of three (3) years' service as a Firefighter in the Alameda Fire Department to be able to take the Apparatus Operator's Exam.

An employee shall have a minimum of five (5) years' service with the Alameda Fire Department in any combination of Firefighter time and Apparatus Operator time to be able to take the Fire Captain exam.

An employee shall have a minimum of four (4) years' service as a Fire Captain in the Alameda Fire Department to be able to take the Division Chief exam.

The above mentioned time in service must be completed by the final filing date on the job announcement for that exam.

(4) Examination Procedures
Each qualified employee desiring to obtain a promotion to a higher classification shall be afforded an opportunity to submit an application to take an examination for appointment to such higher classification. No application shall be considered as an agreement between the City and applicant which is inconsistent with any agreement between the City and the Union.

(5) Right to Take Entire Examination
All employees who possess the minimum requirements for promotion to a higher classification and apply to take an examination for such promotion shall be allowed to complete all parts or portions of such examination, other than the structured oral interview with the Fire Chief, except those employees who fail the driving and/or

performance portions of the Apparatus Operators examination.

(6) Administration
With the exception of the structured oral interview with the Fire Chief and the driving test for the classification of Apparatus Operation, promotional examinations shall be administered entirely by persons who are not members of the Alameda Fire Department.

(7) Credit for Acting Time
Acting time spent by an employee in an acting appointment to a higher classification that is contiguous and unbroken in time to that employee's permanent appointment to that higher classification, shall be credited toward maximum time in rank of that higher classification to qualify for the next higher classification.

(8) Passing Grades
The minimum passing grades on the final testing phase for all Fire Department promotional examinations shall be established and announced prior to the commencement of such examinations.

(9) Process Review
At the conclusion of the oral exam process the President of the Union or a designee agreed to by the Human Resources Director will be afforded an opportunity to meet with the oral board to review the process. Within one (1) month of the conclusion of the promotional exam two (2) members of the Human Resources Department will meet with two (2) representatives of the Union and one (1) representative of Fire Administration to review the examination.

25.4 <u>Career Development Incentive Program</u>

The purpose of this program is to award eligible employees in recognition of achievement of education, training and experience.

Incentive Program Criteria

To qualify for award, effective beginning the first full pay period following January 1, 2013, employees shall complete combinations of education, training and experience as prescribed in each of the three (3) levels. Those levels are Basic (level 1), Intermediate (level 2), and Advanced (level 3). Employees qualifying for an award shall receive an increase in base salary at each level for which they are qualified as outlined below.

Basic	level 1	Additional 3.0%
Intermediate	level 2	Additional 4.0%
Advanced	level 3	Additional 5.0%

Basic (level 1): Employees covered by this MOU must complete the following.

- Maintain accreditation as an EMT or EMT-P.
- Have a minimum of five (5) years of experience with the Alameda Fire Department
- Attain certification as at least one of the following and be an active member of the Fire Department Program:
  - Water Rescue Swimmer
  - Rescue and Fire Boat Operator

- Hazardous Materials Technician
- Rescue Systems I certification
- Wildland Engine Boss (ENGB) through CICCS

Intermediate (level 2):

- Minimum of ten (10) years of experience with the Alameda Fire Department.
- Meet all requirements of level 1.
- Possess as a minimum an Associate of Arts or Associate of Science Degree from an accredited institution **or** have attained at a minimum Fire Officer Certification through the California State Fire Training Office or the California Fire Fighter Joint Apprenticeship Committee, **or** be qualified to act in or be promoted to a classification above Firefighter

Advanced (level 3):

- Minimum of fifteen (15) years of experience with the Alameda Fire Department.
- Maintain requirements of Level 1 and 2
- Possess as a minimum a Bachelor of Arts or Bachelor of Science Degree from an accredited institution **or** serve the Fire Department in one or more of the following:
  - Program manager in one of the critical department programs agreed to by the Fire Labor Management Committee
  - Certified instructor through the California State Fire Training Office and working as a department resource
  - Certified instructor through the Alameda Fire Department Emergency Medical Division and working as a department resource.
  - Certified by the City as a Special Inspector
  - Certified as a Special Operations Instructor / Trainer by the Alameda Fire Department and working as a department resource.

25.5 Ambulance Differential

Effective October 7, 2001 two (2) employees assigned to each designated ambulance will each receive differential pay of seven and one half percent (7.5%) of top step Firefighter base pay for all time so assigned.

25.6 Drivers License

All employees shall obtain and maintain the appropriate driver's license that complies with established California State Vehicle Code requirements.

The City shall provide for the training and costs associated for any required license or endorsements above a class "C" driver's license.

25.7 Drug Testing

The parties met and conferred and established an Alcohol and Drug Testing Procedure and said understanding is recorded in a side letter dated March 2, 1993.

25.8 Bilingual Pay Policy

In accordance with the City's Bilingual Pay Policy, the Fire Department will designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential is Forty-two Dollars ($42.00) per month. The Bilingual Policy is attached as

Appendix C.

25.9 EMS Committee

A committee consisting of one (1) management representative, one (1) Union representative, the EMS Director and the City Risk Manager shall be established. This Committee shall meet at least once per month to review, establish and implement EMS protocols and procedures per City and County requirements, and to make recommendations for improvements to the system.

25.10 Station Assignment Preference

Station/Shift Assignment Preference shall be in accordance with established procedures as outlined in the Station Preference Assignments GOB.

25.11 Paramedic Program

Parties agree to abide by the terms of the Letter of Understanding dated October 20, 1999. (Appendix D)

(a) Paramedic Assistant Pay Differential

An employee who has a valid and current EMT-A 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. The Fire Department will provide and coordinate all required recertification training.

(b) Paramedic Pay Differential

A Firefighter, Apparatus Operator or Captain assigned to the Paramedic Program and working as a Paramedic will receive 12.5% more than the equivalent step of the Firefighter, Apparatus Operator or Captain classification and are not eligible for Paramedic Assistant Pay Differential.

After the execution of this MOU, any employee with a new assignment to a forty hour workweek as described in Section 12.1 who is a certified paramedic will be assigned to the ALS resource pool as described in Appendix D of the MOU. All employees assigned back to a 56 hour work week will automatically be removed from the ALS resource pool and reinstated into the Paramedic Program and work as a Paramedic.

(c) Paramedic Preceptor Pay

An employee who has a valid Paramedic certificate and who has completed the County Preceptor Program guidelines shall be compensated an additional $25 per shift when that employee is scheduled and is using this skill according to the direction of the EMS Director.

25.12 Fire Investigation Program

Up to six employees who are trained as Fire Investigators and actively participating in the Fire Investigation Program shall receive a 5% salary differential while assigned to the Program and actively serving as a Fire Investigator. The Program shall be administered in accordance with Appendix E – Fire Investigation Program.

Section 26. Grievance Procedure

Definition of a Grievance

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

26.1 Initial Discussion

Any employee or Union representative may discuss a grievance with the Fire Chief or with such subordinate management official as the Fire Chief may designate.

26.2 Referral to City Manager

If the grievance is not resolved within the Department within thirty (30) days of filing with the Fire Chief, the employee or Union representative may notify the City Manager in writing that a grievance exists. Such notifications shall state the particulars of the grievance and, if possible, the nature of the determination which is desired. A grievance which has been heard and investigated pursuant to this Section and Section 26.1 and which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Adjustment Board. The grievance shall be heard by the Adjustment Board within ninety (90) days of the Union notifying the City Manager as stated above.

26.3 Adjustment Board

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

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

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

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, may be referred for grievance under this Section; and no Adjustment Board or Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

26.4 Arbitration

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

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

26.5 No Abridgement of Other Rights of Appeal

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

26.6 Pay Claims

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

26.7 Grievance Language Extended

Upon the expiration of this MOU, if no new Agreement is in place, the parties shall continue to follow the provision of the Grievance Procedure set forth in Section 26 until such time as a new MOU is ratified.

Section 27. Safety Committee

In an effort to promote health/safety among Fire Department employees, a joint Committee consisting of the Fire Department Deputy Chief, the City Risk Manager, the Fire Department Safety Officer and the Union Safety Chairman shall be established. This Committee shall meet at least once per month to review accident, injury and exposure reports and other information with a bearing on employees' health and safety, and make recommendations to correct unsafe/hazardous conditions and problems associated with collected data.

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 immediately to meet and confer on substitute provisions for such parts or 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 It is understood and agreed by the parties that this Memorandum of Understanding supersedes all previous agreements between the parties, and that upon approval by the Alameda City Council it shall be binding and enforceable to the full extent permitted by law. In the event provisions of this Memorandum of Understanding are inconsistent with any City laws, resolutions, rules, or regulations, the terms of the Memorandum of Understanding shall prevail.

29.3 This Agreement shall be effective as of the first day of ~~June~~November ~~30~~, 201~~3~~5, and shall remain in full force and effect until ~~June 24, 2017~~December ~~31~~18, 2021.

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA
And
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 689

Made and entered into this ____ day of _____, 201~~2~~5

INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS, Local 689

By _____

JEFFREY DELBONO
~~DOMENICK WEAVER~~

By _____
~~Bret Coggiola~~~~JEFFREY DELBONO~~

CITY OF ALAMEDA

By _____

JOHN A. RUSSO
CITY MANAGER

APPROVED AS TO FORM

By _____
~~ASSISTANT~~ JANET KERN
CITY ATTORNEY

APPENDIX "A" – SALARY SCHEDULE

APPENDIX A

CITY OF ALAMEDA
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 689
EFFECTIVE January 11, 2015

CODE	CLASSIFICATION	ANNUAL							
		Academy STEP "25"	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
4520	Fire Captain						113,637	117,307	121,096
4505	Fire Apparatus Operator						106,301		
4500	Firefighter	26,849	67,122	71,740	76,812	81,613	88,478	92,893	97,621
	Holiday-in-Lieu Pay (Supression only) *(MOU Sec 16)*								
	Fire Captain						5,680.71	5,864.18	6,053.59
	Fire Apparatus Operator						5,313.99		
	Firefighter	1,342.18	3,355.43	3,586.28	3,839.83	4,079.83	4,423.02	4,643.72	4,880.07
Paramedic Program	**Paramedic Assistant Differential** FOR ALL CLASSIFICATIONS AND STEPS *(MOU Sec 25.11 (a)*					3,904.84			
	OR								
	Paramedic Differential *(MOU Sec 25.11 (b)*								
	Fire Captain						14,205.00	14,663.00	15,137.00
	Fire Apparatus Operator						13,288.00		
	Firefighter		8,390.00	8,968.00	9,602.00	10,202.00	11,060.00	11,612.00	12,203.00
	Nonsupression Duty Assignment *(MOU Sec 12.1)*								
	Fire Captain						19,886.00	20,529.00	21,192.00
	Fire Apparatus Operator						18,603.00		
	Firefighter		11,746.00	12,555.00	13,442.00	14,282.00	15,484.00	16,256.00	17,084.00
	Fire Investigation Assignment *(MOU Sec 25.12)*								
	Fire Captain						5,681.85	5,865.35	6,054.80
	Fire Apparatus Operator						5,315.05		
	Firefighter		3,356.10	3,587.00	3,840.60	4,080.65	4,423.90	4,644.65	4,881.05
Career Development Incentive Program *(MOU Sec 25.4)* *effective January 2013*	**Basic - Level 1** **5 YEARS SERVICE** ***(3%)***								
	Fire Captain						3,409.11	3,519.21	3,632.88
	Fire Apparatus Operator						3,189.03		
	Firefighter							2,786.79	2,928.63
	OR								
	Intermediate - Level 2 **10 YEARS SERVICE** ***(3% plus 4%, compounded)***								
	Fire Captain						8,090.95	8,352.26	8,622.04
	Fire Apparatus Operator						7,568.63		
	Firefighter								6,950.62
	OR								
	Advanced - Level 3 **15 YEARS SERVICE** ***(3% plus 4%, plus 5%, compounded)***								
	Fire Captain						14,177.35	14,635.22	15,107.94
	Fire Apparatus Operator						13,262.11		
	Firefighter								12,179.20
	Ambulance Differential (while so assigned) *(MOU Sec 25.5)*	HOURLY							
	Fire Captain								
	Fire Apparatus Operator				2.51428				
	Firefighter								

APPENDIX "B" – TRANSFERRING 1082 PENSION MEMBERS TO PERS

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:

Heather McLaughlin
CITY ATTORNEY (acting)

Members of the 1082 Pension System

BY: Brian C. Edwards
Authorized Representative

ATTEST:

Diane B. Felchli

BY: Michael E. Dias
Authorized Representative

BY: Mark Kennedy
Authorized Representative

BY: J. Michael Edwards
Authorized Representative

APPENDIX "C" – BILINGUAL PAY

CITY OF ALAMEDA

BILINGUAL PAY POLICY

The hiring and retention of bilingual employees by the City of Alameda is desirable to more effectively meet the needs of the community and to enable the City to provide efficient service to the community. A program which compensates employees for bilingual skills, used in selected positions, will enhance recruitment of minority employees, particularly Hispanics and Asians, and reinforce the City's interest in providing service to the minority community.

It is, therefore, the policy of the City to pay an incentive on a continuing basis to employees with bilingual skills when used in positions having high levels of contact with the non-English speaking community. The City will also pay an incentive to employees using bilingual skills on a situational basis, as required to conduct City business.

ADOPTED: City Council Meeting
July 16, 1991

APPENDIX "D" – ALS AGREEMENT (OCTOBER 20, 1999)

APPENDIX D

City of Alameda • California

October 20, 1999

This letter of understanding will confirm the following understandings reached between the City of Alameda and IAFF Local 689 regarding the implementation of the ALS Program by the City of Alameda. This understanding is subject to the City Council adopting the ALS Provider Agreement between the City of Alameda and Alameda County.

1. During the duration of the current Memorandum of Understanding (MOU) between the City of Alameda and Local 689, the City will hire Paramedic Firefighters at the third step of the Firefighter salary range.
2. Effective January 1, 2000 Section 25.1 of the current MOU between the City of Alameda and Local 689 will be deleted and the following shall be substituted therefore;
   "An employee who has a valid and current EMT 1-A 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 (4.0%) of top step Firefighter salary (Paramedic Assistant Differential) effective the pay period closest to January 1, 2000."
3. Effective the pay period closest to September 1, 1999, a Firefighter, Apparatus Operator or Captain assigned to the Paramedic Program and working as a Paramedic will receive twelve point five percent (12.5%) more than the equivalent step of the Firefighter, Apparatus Operator or Captain classification (Paramedic Differential) and are not eligible for Section 25.1 coverage (Paramedic Assistant Differential) of the current MOU between the City of Alameda and Local 689.
4. The position of EMS Director is removed from the current MOU between the City of Alameda and Local 689
5. Section 25.13 of the current MOU between the City of Alameda and Local 689 to read in full as follows;

SECTION 25.13: PARAMEDIC PROGRAM

The City and Local 689 have met and conferred concerning the Paramedic Program (as defined in Exhibit E to the ALS Provider Agreement between the City and the County of Alameda) and have reached agreement. The anticipated start up date for the Program is January 4, 2000.

Fire Department

1300 Park Street
Alameda, California 94501
510.748.4601 • Fax: 510.748.4606 • TDD 510.522.7538

Printed on Recycled Paper

An employee who is working in the Paramedic Program may only be allowed to leave the Program by the Fire Chief. Paramedics will be allowed to leave the Program after build out (Phase IV as described below) if, in the judgement of the Fire Chief, a sufficient number of Paramedics remain to ensure the continuity of the service. The minimum number of Paramedics required for the Program will be identified as follows:

Phase I	Eighteen (18) Firefighter/Paramedics
Phase II	Twenty-seven (27) Firefighter/Paramedics
Phase III	Thirty-three (33) Paramedics (minimum of twenty-one at Firefighter rank)
Phase IV	Thirty-nine (39) Paramedics (minimum of twenty-one at Firefighter rank)

Paramedics wishing to leave the Program shall submit an Inter-Department Memorandum to the EMS Director by August 1 of each year for the following calendar year. Employees will be allowed to leave the Program only after build out based on a sufficient number of paramedics remaining to insure the continuity of the service using a factor of Department seniority plus time in service in the Program. Employees leaving the Program will be reassigned appropriately and will no longer receive a Paramedic Differential and may be eligible to receive a Paramedic Assistant Differential.

The Fire Chief may remove an employee from the Program due to personal and/or professional needs which could negatively impact the employee or the Program. Employees so removed shall be reassigned appropriately and will no longer receive a Paramedic Differential but may be eligible to receive a Paramedic Assistant Differential.

Employees with current Paramedic certification who are not part of the Paramedic Program may be assigned to an ALS resource pool. The City shall pay all costs necessary for such employees to maintain certification. Paramedics assigned to the ALS resource pool shall not receive a Paramedic Differential but shall receive a Paramedic Assistant Differential. Paramedics assigned to the ALS resource pool may be given a paramedic assignment to ensure continuity of the service. In the event an employee from the ALS resource pool is given a paramedic assignment they shall receive the Paramedic Differential.

When an opening in the Paramedic Program becomes available the EMS Director shall solicit employees assigned to the Paramedic resource pool to fill the position on a voluntary basis. When more than one employee volunteers to fill the assignment the employee with the highest total factor of Department seniority plus time served in the Paramedic Program shall be selected.

When there are no volunteers to fill an opening in the Paramedic Program the EMS Director shall assign the employee from the ALS resource pool with the lowest total factor of Department seniority plus time served in the Program to fill the assignment. Such an assignment will last a minimum of two (2) pay periods not to exceed fifty-two (52) pay periods total. When an employee has been assigned involuntarily for a total of fifty-two (52) pay periods to the Program he/she shall have met all commitment requirements to the Program and shall not be involuntarily assigned again.

Whenever the necessary complement of Paramedics as identified for any phase of the Program drops by ten percent (10%) or more the City shall make every attempt to fill Paramedic positions in a timely fashion if vacant positions exist and to the extent funding is appropriated. The City may implement any phase with the minimum number of Paramedics as outlined in the County ALS contract as long as attempts are being made to staff up to the minimum numbers of Paramedics outlined in this MOU. If the number of Paramedics remains 10% or more below the total identified for each phase for four months or more the City and Union shall meet upon request to discuss impacts.

An employee who has a valid Paramedic certificate and who has completed the County Preceptor Program guidelines shall be compensated an additional twenty-five dollars per shift when that employee is scheduled and is using this skill according to the direction of the EMS Director. The EMS Director will determine those persons qualified to receive the training."

6. Section 17.1, paragraph three, of the current MOU to read in full as follows; "Up to three (3) employees assigned to fire suppression duties may be scheduled for vacation leave on any one day. No more than two (2) Paramedics may be scheduled for vacation leave on any one day except that during Phase 1 no more that one Paramedic can be scheduled for vacation leave on any one day."

If the foregoing is in accordance with your understanding please so indicate be signing below.

Dated October 24, 1999

Local #689 IAFF

By David W Lu
President

City of Alameda

By _____
City Manager

TM-MyFiles-Union-MOU-Contract

Approved as to Form:
CITY ATTORNEY

By: Maria Shaule
Deputy City Attorney

APPENDIX "E" – FIRE INVESTIGATION PROGRAM (MARCH 19, 2010)

LETTER OF UNDERSTANDING

on

Fire Investigation Program and Not Filling the Assistant Fire Marshal Assignment

MARCH 19, 2010

The purpose of this letter of understanding is to memorialize a settlement agreement between the City of Alameda and IAFF Local 689 regarding Fire Investigation Services in the City of Alameda and the decision not to fill the Assistant Fire Marshal assignment or proposed Fire Protection Engineer classification. This settlement shall resolve all existing disputes between the parties on these issues.

This agreement shall be effective upon approval of the parties, and shall also be incorporated into the next Memorandum of Understanding between the City of Alameda and IAFF Local 689 in a separate section titled "Fire Investigation Program." IAFF Local 689 agrees that it will not pursue a petition to compel arbitration on these issues and shall withdraw any related grievances.

The parties agree that neither the Assistant Fire Marshal assignment nor the Fire Protection Engineer classification shall be filled at this time.

IAFF Local 689 agrees that it shall withdraw all grievances it has filed regarding the Fire Protection Engineer classification as well as all grievances it has filed regarding the failure of the City to fill the Assistant Fire Marshall assignment. It further warrants that it will not pursue any litigation or administrative charge regarding these issues.

IAFF Local 689 further agrees that the City may subcontract the proposed duties of the Fire Protection Engineer, including but not limited to the following duties as they relate to new construction: conducting construction plan reviews to include the review and analysis of designs, plans, and specifications; ensuring compliance with fire and life safety ordinances, laws and codes; conducting site inspections, meeting with contractors and issuing final approvals.

In the event that the City of Alameda determines that the work duties set forth above shall not be subcontracted but shall be performed by City employees, the City agrees that it will provide written notice to the IAFF Local 689 and an opportunity to meet and confer regarding the restoration of such work at that time.

The parties agree that the City will contract fire investigation services for the purpose of training team members until such time as the City determines the team members are fully trained to an acceptable level.

The Alameda Fire Department shall establish a policy to train a team of Fire Investigators drawn from its ranks of Firefighter, Apparatus Operator, and Fire Captain and to have Fire Investigators so trained to conduct Fire Investigations and be available on a "stand-by" status 24 hours a day, 7 days a week in the manner described herein. A maximum of six (6) employees who are trained as Fire Investigators and are actively participating in the Fire Investigator Program shall receive an additional five percent (5%) salary differential while assigned to the Program and actively serving as a Fire Investigator. Fire Investigation team members shall be distributed equally among the three (3) suppression shifts. Any shift balancing shall be in accordance with GOB 2-40 Station Preference Assignments. It is the intent of the City that there will be six employees in the program at any given time.

In order to qualify as a Fire Investigator, an employee must have successfully completed Fire Investigation course 1A, and Fire Investigation course 1B. Fire Investigation courses 2A, 2B and the forty hour component of P.C. 832 must be completed within 18 months of being accepted into the program. It is also desirable that the employee have experience in investigating cause and origin of fires. The on duty Fire Investigators in Fire Suppression shall normally be used to investigate small or routine fires that occur while they are on duty. However, if fire cause and origin cannot be determined within a reasonable time as determined by the Duty Chief, the Duty Chief may recall a standby Fire Investigator. The parties intend that Fire Investigators who are on duty in Fire Suppression should not investigate large or complex fires on the same day in which they have responded to a fire as a crewmember on any Fire Engine, Fire Truck or Ambulance.

Team members shall select standby rotations in two week blocks equally until all standby time is filled. The selections shall be made in order of decreasing departmental seniority. A team member who is unable to fulfill his/her obligation for standby shall be required to find a replacement and to notify the Duty Chief. The Duty Chief shall notify both the Deputy Chief of Support Services and the Dispatch Supervisor. A Fire Investigator on standby who is called in shall receive premium pay at the rate of one and one-half times the base rate of pay. The list of standby investigators shall be maintained by the Deputy Chief of Support Services with a current list located at Dispatch and in the Duty Chief's office with one investigator assigned standby at all times.

The Department shall find a replacement standby investigator when it assigns a team member on standby to mandatory overtime. If a member becomes unavailable for standby duty due to personal illness or on the job injury the Department shall replace the member on standby duty. It is the responsibility of the member to notify the Duty Chief at the earliest time possible when they become unavailable for standby duty because of illness or injury. Should the Department need to find a replacement standby investigator and none volunteer, that selection shall be made in order of reverse departmental seniority among those qualified to perform the work.

Fire Investigators on standby are expected to respond when requested by Dispatch or the Duty Chief. When on standby, Fire Investigators shall carry a Fire Department cell phone for direct contact and must be fit for duty and available to respond within a reasonable period of time. Department issued cell phones are to be used for conducting fire investigation business only. When recalled for an investigation the investigators shall retrieve the fire investigation unit and respond to the scene.

Employees who become Fire Investigators shall make a five (5) year commitment to the City to actively serve in the program. Any member who decides not to continue with the program after five years may be required to participate for up to one additional year, including being on standby and subjected to being recalled for investigations during that year. The Fire Chief may remove any member from the program at any time. Employees leaving the program will no longer receive a pay differential.

During the initial rollout of the Program (the initial assignment of the first group of employees to the Program) employees who have not completed the required Fire Investigation coursework may apply and be accepted as one of the six Fire Investigators assigned to the program upon the condition that he/she successfully complete Fire Investigation course 1A, and Fire Investigation course 1B within one year of his/her assignment to the program. It is desirable that the employee have experience in investigating cause and origin of fires. Fire Investigation courses 2A, 2B and the forty hour component of P.C. 832 must be completed within two years of being accepted into the program. During the initial rollout of the Program, the City shall pay for training and associated costs for any employee who is selected to become one of the initial six Fire Investigators.

The selection process will consist of submitting a letter of interest with qualifications and experience, along with a structured oral interview. The selection shall be at the sole discretion of the Fire Chief.

All Fire Investigation team members may be required to attend meetings and conferences to further develop the skills as Fire Investigators. At a minimum, team members may be required to attend one of the two annual California Conference of Arson Investigators training burns. Failure to meet training requirements shall result in the removal of the employee from the Program along with the corresponding pay differential. Any City paid training shall be excluded from consideration under the Educational Incentive Program.

Notwithstanding the above provisions, the City does not waive its right to subcontract fire investigative services in the future. If the City determines to subcontract fire investigative services it will provide IAFF 689 with not less than 30 days advance written notice and prior to the decision becoming final, meet and confer with IAFF 689 about both the decision to subcontract such work as well as the impact on the bargaining unit of such subcontracting.

Any dispute about the interpretation or application of this Letter of Understanding shall be subject to the grievance procedure contained in the parties' Memorandum of Understanding.

For the City of Alameda

Ann Marie Gallant, Interim City Manager

For IAFF Local 689

Domenick Weaver, President

Approved as to form

Teresa Highsmith, City Attorney

LETTER OF UNDERSTANDING

on

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MARCH 19, 2010

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