MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

ALAMEDA POLICE MANAGERS ASSOCIATION

November 1, 2015 - December 18, 2021

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MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

AND

ALAMEDA POLICE MANAGERS ASSOCIATION

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

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

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

Section 1. Recognition

1.1 Association Recognition
Alameda Police Managers Association hereinafter referred to as the "Association," is the recognized employee organization for the classifications listed in Appendix A.

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 the employer-employee relations, as provided in Resolution No. 7476 adopted by the City Council on May 21, 1969.

Section 2. Association Security

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

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

(1) Payroll deductions shall be for a specific amount and uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City.

(2) Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or

modified by the employee by written notice to the City Manager. Employees may authorize dues deductions only for the Association certified as the recognized representative of the unit to which such employees are assigned.

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

(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 the Association dues deduction.

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

Section 3. Association Representatives

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a written request for excused absence to their respective department heads with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

Section 4. Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during the working hours.

Section 5. Use of City Facilities

City employees or the Association or their representatives may, with the prior approval of the City Manager or designated representative, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purposes of the meeting.

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

Section 6. Bulletin Boards

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

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

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

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

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

Section 7. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and shall be given the opportunity to meet with the City Manager prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulations, must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

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

Section 8. City Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack or 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, sexual orientation, or legitimate union activities against any employee or applicant for employment by the Association or by the City or by anyone employed 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.

Section 10. Hours of Work

The City agrees to maintain the existing alternative work week with the Alameda Police Managers Association as long as the same understanding is continued between the Chief of Police and the Alameda Police Officers Association.

Reduced Work Week
The parties acknowledge that for the duration of this MOU the work week in effect on November 30, 1993, will be continued.

Section 11. Management Incentive Pay, Acting Pay, Retention Pay

11.1 Management Incentive Pay

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

11.2 Acting Pay/Y-Rate

An employee who is assigned by the employee's supervisor and approved by the Department Head to perform a job in another classification during the temporary or permanent absence of an employee may be paid a rate not less than five percent (5%) nor above the 5th step of the higher classification. The City Manager may approve a "Y" rate outside an existing classification if additional duties warrant.

11.3 Retention Pay

Upon the satisfactory completion of ten (10) years of continuous service with the Alameda Police Department, the employee's regular base monthly salary shall be increased by three percent (3.0%). Upon the satisfactory completion of fifteen (15) years of continuous service with the Alameda Police Department, the employee's regular base monthly salary shall be increased by an additional four percent (4.0%). Upon the satisfactory completion of twenty (20) years of

continuous service with the Alameda Police Department, the employee's regular base monthly salary shall be increased by an additional five percent (5.0%).

Section 12. Salaries

12.1 Rates of Pay

The salary differential that existed between the classifications on July 1, 1991 in the bargaining unit and the classifications supervised will be maintained during the term of this Memorandum of Understanding.

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

12.2 Starting Rate

Except as herein otherwise provided, the entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed but at least 5% above the prior rate of pay. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

12.3 Step Increases

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

The first step shall be the minimum rate and shall normally be the hiring rate for the class. In a case where it is difficult to secure a qualified person or if a person of unusual qualifications is engaged, the City Manager, after receiving the recommendation of the appropriate Department Head, and the advice of the Human Resources Director, may approve appointment above the first step.

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

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

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

Raises to the second, third, fourth and fifth steps shall be automatic unless an unsatisfactory service rating report is made by the appointing authority. Following an unsatisfactory service rating report, a raise may be delayed by the Department Head for not more than six (6) months with the approval of the City Manager. A raise to any step may be made at any time by the City Manager on the recommendation of a Department Head whenever an employee exhibits unusual merit.

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.

Section 13. Health and Welfare

13.1 Medical

The City has contracted with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for employees covered by this Memorandum of Understanding, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and subject to the provisions of Section 4 (a) and (b) of the Agreement of May 31, 1990 between the City and the "members of the 1082 Pension System", transferring the 1082 pension system to PERS. (See Section 14.2 and Appendix B)

As of July 1, 2013, the City shall contribute 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:

	January 1, 2013 Blue Shield Rates
None	$ 230.00
Single Party	$ 784.63
Two-Party	$ 1569.26
Family	$ 2040.04

	January 1, 2013 Kaiser Rates
None	$ 230.00
Single Party	$ 668.63
Two-Party	$ 1337.26
Family	$ 1738.44

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 in cost.

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, 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 current 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 Alameda Police Managers Association who opt for this coverage.

13.4 Life Insurance

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

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

conditions of the carrier.

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

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

13.7 Physical Fitness Incentive Program
Both the City and the APMA will establish an agreed upon annual fitness test for its members. Participation in this program is strictly voluntary. If a member agrees to voluntarily participate in the agreed upon fitness test and successfully passes the test, that employee will receive an additional 10 hours of leave time to be used by the end of the last full pay period of the calendar year or it will be forfeited. This leave time may not be cashed out.

Section 14. Retirement Plan

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.

(A) Effective July 1, 1994 the City ceased to "pick up" the employee's normal contribution of 9% to PERS previously made by the City under Cal. Govt. Code Sec. 20615 and as required by the 1082 Agreement and the first and second paragraph of the 1993-94 MOU. The parties hereby agree that the City's obligations to make any such payments to PERS on the employee's behalf, under the MOU and the 1082 Agreement, on or after July 1, 1994 is hereby waived by the Association, and the parties agree and confirm that the City's obligations therein ceased as of that date.

(B) Effective July 1, 1994 the individual employees did, and shall continue to, make their own normal employee contributions to PERS, in the amount of 9%, and they shall have the option, if legally possible, to have those payments tax deferred under IRS Policy and Rule 414(h)(2).

Therefore, to implement and execute these understandings and agreements, the parties hereby mutually agreed to delete Section 3 of the 1082 Agreement and Section 14 of the 1993-94 Memorandum of Understanding between the parties."

(C) MOU Section 14 Retirement Plan will have the following paragraphs deleted from 1993-94 agreement:

Unnumbered Paragraph 1, the middle of Page 6
Unnumbered Paragraph 2, the middle of Page 6

The CalPERS 3% @ 50 retirement plan was implemented May 5, 2002, subject to CalPERS rules and conditions.

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 7522.02 ©.

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 employer's normal cost for the retirement benefit reduces, the parties agree to the employees' contribution rate being no more than 50% of the employer's 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) <u>Employees Hired On Or After January 1, 2013</u>

This section B shall apply to CalPERS eligible employees hired on or after January 1, 2013, who 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 formula that defines final compensation as the highest average annual pensionable compensation earned during a period of at least 36 consecutive months. Employees who constitute "classic members" of the City's defined benefit plan will have their final compensation for pension purposes calculated based on a formula that defines final compensation on a 12-consecutive month period in accordance with the Public Employees' Retirement Law.

14.3 New Hires

All police officers hired on or after January 1, 2013 will automatically be subject to the provisions of the Public Employees' Pension Reform Act (PEPRA). Exceptions would be lateral transfers enrolled in PERS prior to January 1, 2013 who have not had a six month or greater break in PERS service.

14.4 Retiree Health Benefit

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

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

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

(b) Employees Hired After June 7, 2011:

To be eligible for the retiree health and dental benefits, employees hired after June 7, 2011 must have been employed by the City of Alameda for no less than ten years and must retire from the City of Alameda within 120 days of separation. Upon retirement with at least ten years of service, the City shall contribute up to the single-party rate for either the Kaiser or Blue Shield Bay Area health plans (whichever plan is chosen by the employee). Should an employee elect a plan other than Kaiser or Blue Shield, the maximum contribution by the City

shall be an amount not to exceed the higher of the Kaiser or Blue Shield Bay Area rates and shall not exceed the cost of the elected plan. When the employee becomes eligible for Medicare, the Medicare supplement rates for Kaiser or Blue Shield will apply. At the time of retirement, the employee shall be allowed to contribute any unused vacation leave, unused compensatory leave and up to 50% of unused sick leave, into a 401(a)(h) plan subject to the IRS limitations. For dental, the City shall provide dental benefits up to the single-party rate.

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

Effective the first full pay period after January 1, 2016, employees hired after June 7, 2011 shall contribute an amount equal to 2% of base salary to a supplemental retirement plan created under IRC 401(a) and 401(h) and to be invested in a way chosen by the employees. Contributions to the supplemental retirement plan shall be on a "pick up" basis as defined in IRC 414(h)(2). This supplemental retirement plan allows the accrual of retiree health benefits. Contributions are divided 25% to the 401(h) or retiree health bucket, and 75% to the 401(a) or retiree income bucket. The plan will be administered by a third party administrator, Peery and Associates Inc. All plan expenses will be paid by the participants from the trust. Upon separation from service, the employee shall contribute any unused vacation leave, unused compensatory leave and any unused sick leave that has not been converted to PERS Service Credit, into the plan, subject to IRS limitations.

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

14.5 Other Postemployment Benefits Trust (OPEB Trust)

(a) City Contribution

The City will create an OPEB Trust for the purpose of setting aside and accumulating funds to be used to towards the payment of OPEB benefits for those sworn employees in the City's Fire and Police Departments ("safety members") who retire after January 1, 2019. In January 2016, the City shall make an initial deposit of $5 million dollars into the OPEB Trust. In January 2016 and in January of each of the nine years thereafter, the City 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 the APMA. If the creation of the OPEB Trust is still pending on any date on which the City's contribution is due, the contribution shall 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 police officer 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 police officer .
- 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 police officer.

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 the top step base salary of a police officer.

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 the top step base salary of a police officer.

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

This Section 15 shall be governed by Alameda Police Department Policy 1046. Employees will receive uniform allowance paid on a pay period basis. Increases to uniform allowance shall be made during the first full pay period following July 1st of each year as listed:

July 1, 2013 increase to $1500 annually
July 1, 2014 increase to $1750 annually
July 1, 2015 increase to $2000 annually
July 1, 2016 No increase

Section 16. Holidays

All employees covered by this Memorandum of Understanding shall be paid additional compensation for City recognized holidays, with no option for time off, at the rate of .075020 of their regular salaries, paid on a biweekly basis. Holiday Pay will be administered as per 2 C.C.R. Sec 571 (a) (5).

Section 17. Vacation

17.1 Vacation Scheduling

The times during the calendar year at which an employee shall take vacation shall be determined by the City Manager or the designated representative with due regard to the wishes of the employee and particular regard to the need of the City. All employees shall, on a form provided by the City, indicate their preference for vacation periods. Preference of vacation date shall be given to employees according to their length of service in as reasonable a manner as possible. The City will post a final vacation schedule by January 1 of each year.

17.2 Vacation Benefits

Vacation benefits will be granted on a calendar year basis. Employees shall earn vacations on an anniversary year basis and shall be entitled on their next anniversary year to a vacation as follows:

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 (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 date.

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 ore more but less than ten (10) years prior to such anniversary date.

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 date.

Nineteen (19) working days' of 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 than less than fourteen (14) years prior to such anniversary date.

Twenty (20) working days' vacation with pay if he or she shall have been in the service of the City for a period of fourteen (14) years or more 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.

17.3 Vacation Accumulation

Effective January 1, 2010, the City converted its vacation accumulation system to a per- pay period based accrual system. The prior annual accrual system was discontinued and vacation accrual will continue to be on a pay period basis only.

Employees may accumulate no more than eighty (80) hours of vacation in addition to the employee's regular, annual vacation accrual entitlement, at any one time. In the event the employee reaches his/her applicable maximum accumulation level, the employee will temporarily stop accruing vacation until he/she uses vacation time and their accumulation level is again below the maximum level. An employee may submit in writing a request to accumulate vacation in excess of the maximum set forth above. Such excess accumulation may be approved, at the sole discretion of the City Manager, on a case-by-case basis. Except as so limited, earned vacation not used may be accrued and carried over from year to year without limitation.

17.4 Vacation 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.

17.5 Excess Accumulation

Vacation earned on a pay period basis will be credited toward the employees regular, active vacation balance. Employees will be allowed to transfer vacation time from their supplemental vacation account into their regular, active vacation balance, if necessary, in order to schedule vacation time off.

Section 18. Sick Leave

18.1 Benefits

Regular and probationary employees shall accrue sick leave at the rate of eight (8) hours per month, provided they have been in a pay status on one hundred sixty (160) straight-time hours that month. Except as so limited, earned sick leave not used may be accrued and carried over from year-to-year without limitation. 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. Charge of sick leave used shall be on the basis of one (1) used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned.

18.2 Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify his or her immediate supervisor one-half (1/2) hour prior to the scheduled time for beginning his or her work duties of his or her impending absence.

18.3 Doctor's Certificate or Other Proof

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

18.4 Illness in the Immediate Family

In compliance with State law, an employee may, during a calendar year, use sick leave up to the amount earned in six (6) months to attend to the illness of a child, parent, spouse or domestic partner. At the City's request, the employee will provide satisfactory evidence of the facts justifying such absence.

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, when a permanent appointment is received, sick leave accumulation with pay shall be allowed for time worked in the probationary status, provided the one hundred sixty (160) straight-time hours per month work requirement has been met.

Section 19. Leaves of Absence

19.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such 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. Employee may not be granted a leave of absence until all accrued vacation is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on leave of absence. The decision of the City Manager on granting or refusing to grant a leave of absence or extension 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 supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve.

19.3 Military Leave of Absence

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

19.4 Maternity Leave/Family Leave

Maternity Leave shall be subject to applicable federal and state laws.

Family Leave

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

19.5 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California. Integration of sick leave with Workers' Compensation is to be automatic; the City may not waive integration, and any employee entitled to Workers' Compensation must apply, therefore, before sick leave benefits are payable.

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 three (3) regularly scheduled working day. [Five (5) days for the purposes of spouse, parent or child.] 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 purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, domestic partner, 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 Catastrophic Leave Bank

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

Eligibility

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

Benefits

Accrued vacation and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Human Resources Director the total leave credits may be extended on a case by case basis, subject to review by the City Manager or designee.

Guidelines for Donating Leave Credits to the Time Bank

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

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

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

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

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

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

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

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

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

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

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

19.8 Incentive Program For Employees Not Using Sick Time

Employees may be granted 20 hours of "leave time" if no sick time is used in the calendar year. Any grant of leave hours will be provided in January of the year following the 12-month period in which no sick time was used. Leave hours provided under this program must be used no later than the end of the final full pay period in the year in which hours are granted or they will be forfeited. Leave hours may not be converted to cash.

19.9 Administrative Leave Bank Benefit

APMA members will receive 123.5 hours of "Administrative Leave" to be used during the calendar year. These hours cannot be carried over from year to year. Any hours not used within the calendar year will be lost and cannot be cashed out. 61.75 hours will be placed in each member's Administrative Leave Bank on January 1st and July 1st of each year and illustrated on their paystub.

This provision replaces the previous Holiday Leave Bank benefit in previous MOUs.

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 or her position and for rejecting any probationary employee whose performance

does not meet the required standards of work.

The probationary period is twelve (12) months. Six months if a promotional appointment.

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

Section 21. Layoff and Reemployment -- Furloughs

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable, in the opinion of the City, to perform the work required. An employee laid off from City service prior to being rehired must pass the physical examination administered by a City-appointed physician and must pass the background check administered by the Police Department. The names of employees laid off shall be placed on a Reemployment Eligible List as hereinafter specified.

Layoffs shall be made in the inverse order of Department seniority. When a promotional reduction is made in the Police 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. Time spent in the higher classification shall be treated as seniority time in the lower classification to which the employee is demoted for purposes of calculating seniority in that lower classification.

The Reemployment Eligible List shall consist of the names of employees and former employees having probationary or permanent status who were laid off in that classification. The rank order on such list shall be determined by relative seniority as specified above. Such list shall take precedence over all other eligible lists in making appointments to the classification in which the employee worked.

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

Service with the City shall be terminated by discharge, resignation, or twelve (12) consecutive months of unemployment with the City.

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

Section 22. Discharge or Discipline

22.1 Right of Discharge or Discipline

The City shall have the right to discharge or discipline any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the Department's safety and house rules and regulations which must be

conspicuously posted and not in derogation of the Memorandum of Understanding, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the Memorandum of Understanding.

22.2 Appeals

If an employee feels he or she has been unjustly discharged, he or she shall have the right to appeal his or her case through the appropriate procedure (Section 24.5). Such appeal must be filed with the City Manager or the Civil Service Board by the employee in writing within five (5) working days from the date of discharge and unless so filed the right of appeal is lost.

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

Section 23. Personnel Files

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

Section 24. Grievance Procedure

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

24.1 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the top management official in the Police Department or with such subordinate management official as the Chief of Police may designate. If the issue is not resolved within five (5) working days in the Department, or if the employee elects to submit his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he or she is assigned, the procedures hereafter specified may be invoked.

24.2 Referral to City Manager

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the City Manager and Chief of Police in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under subsection 24.3 below which has not first been heard and investigated in pursuance of subsection 24.1. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Adjustment board.

Any time limit may be extended to a definite date by mutual agreement of the Association and the

appropriate management representative.

24.3 Adjustment Board

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

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

No Adjustment Board of Arbitrator shall entertain, hear, decided or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in the first paragraph 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, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board or Arbitration shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

24.4 City Manager and Arbitration

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

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

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

24.6 Disciplinary Action
No grievance involving the discharge or suspension of an employee will be entertained unless it is filed in writing by the employee with the City Manager or Civil Service Board within five (5) working days from the date of the notification of the action.

24.7 Pay Claims
All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) days from the date of filing.

Section 25. Outside Employment

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

Section 26. Miscellaneous

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

26.2 Compensation of Property Damaged in the Course of Employment
The City shall compensate an employee up to $100 per year for the repair or replacement of a watch damaged in the course of the performance of the employee's duties with the City of Alameda and replace in kind an employee's glasses damaged or broken in the course of the performance of the employee's duties with the City of Alameda and shall abide by General Order 80-40 (Reimbursement For Damaged Items In Line of Duty).

26.3 Safety Glasses
The City policy of paying for the tempering of lenses when officers are required to wear prescription eyeglasses in accordance with State Law is modified to provide that this policy shall apply to one pair of regular eyeglasses and one pair of prescription sunglasses, and that additional payment for tempering shall be made whenever lenses must be replaced, due to their being damaged in a job connected activity, or any prescription changes.

26.4 Safety Equipment
The initial safety equipment allowance granted a newly hired safety officer will be $750 to include firearm, holster and leather gear, and Department required regulation rain gear, and flashlight.

If an employee leaves Police Department sworn employment during the first year, the employee shall reimburse the City $500, during the second year $250.

The City shall provide at City expense to every officer a soft body armor vest. Every officer while

assigned to uniformed patrol/operations shall as a condition of employment wear such vest.

City will replace soft body armor vests based upon manufacturing recommendations and range master approval.

26.5 Drug Free Work Place
The parties agree to the City's Drug Free Work Place Policy.

26.6 Seat Belts
The parties agree that during the course of their employment employees will wear seat belts.

26.7 Desirable Qualifications for Promotion
The parties agree that the following are desirable qualifications for promotion:

Sergeant	Associate degree or 60 units toward a Bachelor degree
Lieutenant	Bachelor degree
Captain	Bachelor degree
Chief	Advanced degree and graduation from POST Command College

26.8 Bilingual Pay
In accordance with the City's Bilingual Pay Policy, the Police Department will designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential is $56 per month ($672 per year).

26.9 "Exclusive Use" City Vehicles
Effective upon ratification, as of January 1, 2013, all APMA members will be assigned an "Exclusive Use" City vehicle in accordance with Administrative Policies and Procedures regarding "Vehicle and Equipment Use Maintenance Policy." The use of these vehicles includes necessary service, maintenance, and City gasoline for City business use subject to City policies and practices. These vehicles will be marked.

The members will comply with the City's Vehicle Use Policy, which will be updated and amended. The vehicle use policy will reflect the following three points:

1. The cars will be used exclusively for official City business.
2. Employees issued vehicles will keep a mileage log that can be audited at any time by the Chief of their respective division or by the City Manager or his or her designee.
3. An unexcused violation of the Vehicle Use Policy will be a terminable offense.

Section 27. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall

remain in full force and effect for the duration of this Memorandum of Understanding. Upon such invalidation the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

Section 28. Past Practices an Existing Memoranda of Understanding

28.1 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.

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

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA
And
ALAMEDA POLICE MANAGERS ASSOCIATION

NOVEMBER 1, 2015 - DECEMBER 18, 2021

Made and entered into this 29th day of April, 2015.

ALAMEDA POLICE
MANAGERS ASSOCIATION

By _____
Lance Leibnitz

By _____

CITY OF ALAMEDA

By _____
John A. Russo,
City Manager

APPROVED AS TO FORM:

By _____
Janet Kern
City Attorney

APPENDIX A

CITY OF ALAMEDA
ALAMEDA POLICE MANAGERS ASSOCIATION
EFFECTIVE January 11, 2015

CODE	CLASSIFICATION	ANNUAL STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4010	Police Captain	148,117	155,523	163,299	171,464	180,037
4020	Police Lieutenant	128,124	134,530	141,256	148,319	155,735

Retention Pay *(MOU Sec 11.3)*	10 YEARS SERVICE *(3%)*					
	Police Captain	4,443.51	4,665.69	4,898.97	5,143.92	5,401.11
	Police Lieutenant	3,843.72	4,035.90	4,237.68	4,449.57	4,672.05
	OR					
	15 YEARS SERVICE *(3% plus 4%, compounded)*					
	Police Captain	10,545.93	11,073.24	11,626.89	12,208.24	12,818.63
	Police Lieutenant	9,122.43	9,578.54	10,057.43	10,560.31	11,088.33
	OR					
	20 YEARS SERVICE *(3% plus 4%, plus 5%, compounded)*					
	Police Captain	18,479.08	19,403.05	20,373.18	21,391.85	22,461.41
	Police Lieutenant	15,984.75	16,783.97	17,623.10	18,504.28	19,429.50

	Holiday-in-Lieu Pay *(MOU Sec. 16. Holidays)*					
	Police Captain	11,111.74	11,667.34	12,250.69	12,863.23	13,506.38
	Police Lieutenant	9,611.86	10,092.44	10,597.03	11,126.89	11,683.24

Holiday-in-Lieu Pay for Retention Pay *(MOU Sec. 11.3 & Sec. 16)*	10 YEARS SERVICE *(3%)*					
	Police Captain	333.35	350.02	367.52	385.90	405.19
	Police Lieutenant	288.36	302.77	317.91	333.81	350.50
	OR					
	15 YEARS SERVICE *(3% plus 4%, compounded)*					
	Police Captain	791.16	830.71	872.25	915.86	961.65
	Police Lieutenant	684.36	718.58	754.51	792.23	831.85
	OR					
	20 YEARS SERVICE *(3% plus 4%, plus 5%, compounded)*					
	Police Captain	1,386.30	1,455.62	1,528.40	1,604.82	1,685.06
	Police Lieutenant	1,199.18	1,259.13	1,322.09	1,388.19	1,457.60

Management Incentive Pay *(MOU Sec. 11.1)*	10 YEARS SERVICE *(3%)*					
	Police Captain	6,176.80	6,485.60	6,809.60	7,150.40	7,508.00
	Police Lieutenant	5,343.20	5,609.60	5,890.40	6,184.80	6,494.40
	OR					
	15 YEARS SERVICE *(3% plus 4%, compounded)*					
	Police Captain	6,424.00	6,744.80	7,082.40	7,436.00	7,808.00
	Police Lieutenant	5,556.80	5,834.40	6,126.40	6,432.00	6,753.60
	OR					
	20 YEARS SERVICE *(3% plus 4%, plus 5%, compounded)*					
	Police Captain	6,744.80	7,082.40	7,436.00	7,808.00	8,198.40
	Police Lieutenant	5,834.40	6,126.40	6,432.00	6,753.60	7,092.00

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:

"Sec 3 deleted circa July 1994"

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

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: _____

APPROVED AS TO FORM:

_____
CITY ATTORNEY (acting)

Members of the 1082 Pension System

BY: _____
Authorized Representative

ATTEST:

_____

BY: _____
Authorized Representative

BY: _____
Authorized Representative

BY: _____
Authorized Representative

CITY OF ALAMEDA RESOLUTION NO. 15028

APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA POLICE MANAGERS ASSOCIATIONAND THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING NOVEMBER 1, 2015 AND ENDING DECEMBER 18, 2021

WHEREAS, there has been submitted to this Council a Memorandum of Understanding between the Alameda Police Managers Association (APMA) and the City of Alameda; and

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

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

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

* * * * *

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

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

NOES: Councilmember Daysog and Mayor Spencer – 2.

ABSENT: None.

ABSTENTIONS: None.

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

Lara Weisiger, City Clerk
City of Alameda

APPROVED AS TO FORM

Janet C. Kern, City Attorney