



MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 689**

December 19, 2023 - December 31, 2025

Amended December 17, 2024

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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 December 19, 2023 and ending December 31, 2025.

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. - 15735 adopted by the City Council on January 19, 2021, to include the following employee classifications; Firefighter, Fire Apparatus Operator, and Fire Captain, and effective December 29, 2024 Battalion Chief.

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. -15735 adopted by the City Council on January 19, 2021.

1.3 Cooperation

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 agrees to assist the Fire Department in the implementation of existing and new (or proposed) programs within the parameters (or limits) provided in the MOU.

Section 2. Union Security

Upon receiving notification from the Union requesting payroll deduction or reduction with respect to a bargaining unit member, the City shall deduct such amount as may be specified by the Union in writing certifying that the employee has provided written affirmed

consent for such deduction. Such authorized deduction shall be remitted monthly to the Union along with an adequate itemized record of deductions.

The City shall rely on information provided by the Union regarding whether deductions for an employee organization were properly canceled or changed.

The City shall direct employee requests to cancel or change deductions for employee organizations to the Union.

The Union shall indemnify and hold harmless the City and its agents and employees from any cost, expense, fee, or liability resulting from (a) any claims made by an employee for deductions made in reliance on IAFF Local 689's certification regarding a deduction authorization, and (b) any claims made by an employee for deductions made in reliance on information regarding changes or cancellations to the deduction authorization.

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

3.1 Time Off for City Related Meetings

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).

3.2 Union Leave Bank

A Union Leave Bank exists to provide paid time off for the Union President and Union officers to attend Union related events including but not limited to Union conferences, conventions and/or seminars. The Union Leave Bank will consist of vacation and compensatory time off deducted from Union members as follows:

- A. One hour of either vacation or compensatory time off shall be deducted from each member each quarter (January – March, April – June, July September, October - December), with the deduction occurring the first full pay period in each quarter or as soon thereafter as possible. The deduction shall be made so long as the employee is in a paid status for at least 24 hours (56-hour employee) or 10 hours (40-hour employee), even if the employee retires during the pay period or is scheduled to or does in fact retire later in that quarter.
- B. The Union shall provide Human Resources an annual listing of members and the hours to be deducted quarterly from the member's vacation and compensatory leave banks. The Union shall provide this listing to Human Resources before the end of the 25th pay period of the calendar year preceding the deductions and deductions will be made the first full pay

period of each quarter. If the member does not have a one hour or more balance of the vacation leave or compensatory time off at the time specified above for deduction, the time shall be deducted from the other category of leave. If a member does not have any vacation nor any compensatory time off balance at the designated time for deduction, no deduction shall be made or required for that member for that quarter.

- C. New employees shall designate their preference for either vacation or compensatory time off deductions as part of the hiring and orientation process with the Union. New employees shall begin deductions in the first full quarter following the start of employment. The Union will provide Human Resources a listing of new members and the hours to be deducted quarterly from the member's vacation and compensatory leave banks two pay periods prior to the quarter in which their deduction begins.

Requests to Use Union Leave: The President or designee must request use of Union Leave for the Union President or specified Union officers at least six work days (144 hours) prior to the start of the shift requested, except when the Union did not have six work days (144 hours) notice of the need for the request for Union Leave. The request shall be by e-mail to the applicable manager outside the bargaining unit. Approval by the Fire Chief or designee is required for all requests to use Union Leave.

Limits on Employees Using Union Leave: No more than three (3) 56-hour employees may use Union Leave on any given day. No more than 50% of the employees in the rank of Fire Inspector may be off on Union Leave on any given shift. Leave priority will be given to members using vacation and compensatory time off prior to Union Leave. Employees shall be required to use Union Leave in increments of four (4) or more hours.

Quarterly Accounting: The City agrees to provide the President a quarterly accounting of the Union Leave Bank, including the current balance.

Telestaff Coding: An appropriate Telestaff code will be used to record time off using Union Leave Bank hours.

Liability: The City assumes no legal or financial liability or responsibility for any action or non-action of the member while on Union Leave, or for anything that occurs during or related to the Union Leave taken. It is agreed and understood that all hours on Union Leave are voluntary and exclusively for the benefit of the employee and Union, and not work hours, and not covered by Workers' Compensation.

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

City employees or the Union 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. 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.

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.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and whiteboards is allowed, but the use of City owned electronic devices such as computers, printers, and copiers is strictly prohibited, notwithstanding 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

Consistent with State and Federal law there shall be no discrimination or harassment of any kind based on any statutorily (federal, state or local) protected class including but not limited to; race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities, against any employee or applicant for employment by the Union or by the City or by anyone employed 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 be a 4/10 40-hour schedule, either Monday through Thursday or Tuesday through Friday, with such regularly scheduled hours to be worked between 6:00 a.m. and 6:00 p.m. The Fire Chief or designee may adjust, change or flex an 40-hour employee's regular workweek schedule based on operational needs.

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-Battalion~~ 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, 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, and conducting training after 10:00 p.m. only when circumstances do not allow for a training to take place during normal duty hour (e.g., closure of Posey Tube).

10.2 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 shall inform ~~his or her~~their company officer of the trade at that time. Such trade must be approved by the ~~Division-Battalion~~ 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-Battalion~~ Chief. Such trades will not count as part of the four (4) 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 four (4) trades per month except with written permission from the ~~Division-Battalion~~ 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~~they were 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~~they 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~~wasthey were 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~~ they are 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~~ their 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 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, 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.

A Battalion Chief may trade with any other Battalion Chief, or Captain who is qualified and certified to act as a Battalion Chief.

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 From Off Duty Status

If an employee is called back to work from an off duty status, the employee, upon reporting, receives a minimum of four (4) hours work, or if four (4) hours of work is not furnished, a minimum of four (4) hours pay at time and one-half. An employee is not entitled to the minimum of four (4) hours of pay if the call back is cancelled within 15 minutes of the original call back notification or 15 or fewer minutes before or after his/her shift change. If the employee elects to take pay for actual time worked, the Duty Chief is notified and gives approval for the employee to be relieved from duty.

Employees who are called to work before their regular starting time because of emergency conditions, and who work from the time they report until their regular starting time, shall be compensated at the overtime rate only for the actual overtime so worked.

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

An employee who is assigned by the employee's supervisor and approved by the Department Head and the City Manager to perform the full range of duties and responsibilities of a higher job classification during the temporary or permanent absence of an employee, shall be paid the first step of the higher classification which is at least five percent (5%) above the salary of the employee assigned to the acting position. However, the maximum salary will be that of the higher classification.

Employees assigned to a continuous acting assignment who are eligible for continuous acting pay shall be paid for the entire duration they are assigned to act. To be eligible for continuous acting pay the employee must perform the full scope of the higher

classification. Employees assigned to an intermittent acting assignment and who are eligible for intermittent acting pay 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.

~~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.

Effective the later of either the first full pay period in January 2024 or the first full pay period following City Council approval of this 12/23 – 12/25 MOU, all represented classifications will receive a 4.0% wage increase.

Effective the later of either the first full pay period in January 2024 or the first full pay period

following City Council approval of this 12/23 – 12/25 MOU, employees will receive a 1-time non-PERSable signing bonus of \$1,500 (Captains), \$1,300 (Apparatus Operators) or \$1,200 (Firefighters).

Effective the first full pay period in July 2024, all represented classifications will receive a 4.0% equity wage increase.

Effective the first full pay period in January 2025, all represented classifications will receive a 3.0% wage increase.

Effective the first full pay period in July 2025, all represented classifications, except Battalion Chief, will receive a 2.5% equity wage increase.

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 Step 1 of the Firefighter salary schedule or Step 3 of the Firefighter salary schedule if entering City service as a Lateral while undergoing Academy Training (base pay only, no “incentives”). After providing six (6) months of service to the City, including time spent in the Academy, the pay shall be increased to Step 2 of the Firefighter salary schedule or step 4 of the Firefighter salary schedule if entering City service as a Lateral.

Upon graduation from the Academy, the entrance salary for a new employee entering City service as a Paramedic shall be paid at Step 3 of the Firefighter salary schedule. After providing six (6) months of service to the City, including time spent in the Academy, the pay shall be increased to Step 4 of the Firefighter salary schedule.

When circumstances warrant, the City Manager may approve an entrance salary higher than Step 1, which City Manager decision shall be final.

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 employee's salary base salary plus special pays including Holiday-in-lieu pay, Paramedic Assistant or Paramedic Pay, and Career Development Incentive Pay 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, there are 7 steps (Steps 1-7). For Apparatus Operators, there is 1 step (Step 5). For Fire Captains, there are 3 steps (Steps 5-7). For Battalion Chief there are 5 steps (Steps 3 – 7).

Upon entering the Academy, Firefighters will be paid at the first step of the Firefighter salary schedule.

For Firefighters, the second step shall be paid upon satisfactory completion of six (6) months of service in the Firefighter classification which includes Academy service.

For Firefighters, the third step shall be paid upon satisfactory completion of twelve (12) months of paid status 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.

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.

12.5 Pay Claims

Except in the case of grievances regarding pay under MOU Section 26,

- a) When the City fails to pay regular and/or overtime hours reported correctly and timely, the City will pay the employee within two business days from written notification of the error to payroll.
- b) When an employee reports regular and/or overtime hours incorrectly or untimely, or any special pay is paid incorrectly, the City will add such hours or pay to the employee's next regular pay check, the pay period following written notification to payroll.

- c) When an employee receives overpayment of regular and/or overtime, or any special pay to which they are not entitled, they will, within two weeks of notice of the overpayment, agree in writing to a reasonable payment plan to repay the full amount. A reasonable payment plan would result in repayment of no more than 1.5x the number of pay periods over which the payment was received. If no agreement is reached or the employee fails to respond, the repayment will be deducted from the employee's pay in the number of pay periods over which the overpayment was made.

12.6 40-Hour Office Assignment

Employees assigned on regular assignment to any 40 hour office assignment identified in the organizational chart will receive a salary differential of seventeen and one half percent (17.5%) while assigned. EMTs assigned to a 40 hour office assignment will maintain their 4.0% Paramedic Assistant Differential under Section 25.11(a) and Paramedics assigned to a 40 hour office assignment will maintain their 12.5% Paramedic Pay Differential provided under Section 25.11(b). Paramedics may not receive both Paramedic Assistant Pay Differential and Paramedic Pay Differential.

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

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 maximums listed below. There shall be no cash back to employees of any excess dollars should the employee elect a plan that is less than the maximums listed below. 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:

None	\$ 230.00
Single Party	\$ 1,171.58
Two-Party	\$ 2093.60
Family	\$ 2,646.81

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

Effective January 1, 2024, and every January 1st thereafter, during the term of this agreement the City will increase the City contribution to the medical premium to reflect 50% of the increase to cost from the previous year, of the CalPERS Kaiser plan in the area or region which Alameda is assigned. The increase will be based on 50% of the increase to the Employee plus two or more dependents level of coverage. The \$106.15 per pay period cash-in-lieu of coverage 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 their 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 they are entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to their Flexible Benefits Account. Changes to flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Human Resources Department. No retroactive increases to the City's payments shall be allowed.

13.2 Dental Insurance

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

The dental plan is a \$2500.00/\$2500.00 benefit plan per employee and eligible dependent(s) for annual dental care and lifetime orthodontic care.

13.3 Vision Coverage

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

13.4 Life Insurance

The City shall 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) California Public Employees Retirement System (CalPERS) Classic Membership

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 in the CalPERS or public retirement system pursuant to Government Code Section 7522.02 (c) and who are defined as “classic” members of CalPERS as defined by the Public Employee’s Pension Reform Act (PEPRA).

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 3.0% @ 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 in prior MOUs was 2.0% over and above the normal 9.0% contributions made by the employee in previous MOUs. This 11.0% 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.

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 1.0% resulting in a total employee contribution of 12.0%.
- July 1, 2014 increase 1.0% resulting in a total employee contribution of 13.0%.
- July 1, 2015 increase 1.0% resulting in a total employee contribution of 14.0%.
- July 1, 2016 increase 1.0% resulting in a total employee contribution of 15.0%. (9.0% employee contribution plus 6.0% additional contribution of the employer cost).

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) CalPERS New Membership

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), and classified as “new” members of CalPERS as defined by PEPRA. All of the following requirements apply to these employees:

- a. As required by Government Code Section 7522.25, the safety Option Plan Two (2.0% @ 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 (PEPRA), all employees who constitute “new PEPRA members” of the City’s defined benefit plan will have their final compensation for pension purposes calculated based on a formula that defines final compensation as the highest average annual pensionable compensation earned during a period of at least 36 consecutive months.

Pursuant to PEPRA, all employees who constitute “classic members” of the City’s defined benefit plan will have their final compensation for pension purposes calculated based on a formula that defines final compensation on a 12-consecutive month period in accordance with the Public Employees’ Retirement Law.

14.3 Public Service Credit For Federal or State Firefighter Service

The City contracts with PERS for Optional 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 health plans in Region or Area that Alameda County is assigned by CalPERS (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 rates in the Region or Area that Alameda County is assigned by CalPERS and shall not exceed the cost of the elected benefit 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.

In any year in which Blue Shield is not offered, the limit to reimbursement will be the

higher of either the Kaiser two –party premium or the average of all plans offered in the Region or Area that Alameda County is assigned by CalPERS. The averaging of plans is limited to only impacted categories that no longer offer Blue Shield (Basic, Combination, or Supplemental/Managed Medicare).

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 health plans in Region or Area that Alameda County is assigned by CalPERS (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 rates in the Region or Area that Alameda County is assigned by CalPERS 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.

In any year in which Blue Shield is not offered, the limit to reimbursement will be the higher of either the Kaiser two –party premium or the average of all plans offered in the Region or Area that Alameda County is assigned by CalPERS. The averaging of plans is limited to only impacted categories that no longer offer Blue Shield (Basic, Combination, or Supplemental/Managed Medicare).

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). 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 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 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.

(c) Eligible retirees will be placed in their own dental plan with the same structure and plan limits as that of the plan for active Association members. Changes to the active Association members’ dental plan will be implemented for the retiree dental plan in accordance with applicable law.

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 2016 and in January of each of the nine years thereafter (January 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025), 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 Association.

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 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 employee contribution shall be an amount equal to 4.0% of top step base salary of a firefighter. The contributions made by employees to the OPEB Trust shall be exclusively allocated for the expense of retiree health care benefits.

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, employees hired after June 7, 2011 shall contribute to the OPEB Trust an amount equal to 2.0% 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 \$1,390 shall be increased to \$2,080 effective the later of the first full pay period in January 2024 or the first full pay period after Council approval. The annual uniform allowance shall increase to \$2,120 effective the first full pay period in January 2025.

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. Effective the later of the first full pay period in January 2024 or the first full pay period after Council approval, holiday in lieu pay will increase to 1/14.44 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, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day, Christmas Day, and three (3) 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 three (3) floating holidays only after completion of twelve (12) months service with the City.

Employees assigned to a regular 40 hour office assignment identified in the organizational chart and receiving time off for Holidays listed above may, with prior approval of the Fire Chief, work a suppression shift on the Holidays listed above. The employee shall be paid for the holiday and will receive time and one-half (1-1/2) base pay at their suppression rate for all hours worked on the holiday.

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. One Battalion Chief may be off per six-day cycle; for any additional request the requesting Battalion Chief must find coverage that does not create mandatory overtime to their own shift at the time the acting Battalion Chief is placed into the vacancy created by the second or third Battalion Chief taking time off in the same six-day cycle.

17.2 Vacation Benefits

Every employee who on the most recent anniversary date of his or her employment shall have been in the service of the City for a period of one (1) year or more shall be entitled to a vacation as follows:

Vacation Accrual – 40 Hour Week		
Years of Service	Annual Accrual (Hours)	Hourly Accrual Rate
1 – 4	80	0.038462
5	120	0.057692
6 – 7	128	0.061538
8 – 9	136	0.065384
10 – 11	144	0.069231
12 – 13	152	0.073077
14	160	0.076923
15	168	0.080769
16	176	0.084615
17	192	0.092308
18 – 19	208	0.100000
20 – 22	224	0.107692
23 +	240	0.115385

Vacation Accrual – 56 Hour Week		
Years of Service	Annual Accrual (Hours)	Hourly Accrual Rate
1-4	144	.049451
5-14	216	.074176
15-19	288	.098901
20-22	312	.107143
23+	336	.115385

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. This provision does not apply to those hired after June 7, 2011, in accordance with Section 14.4 (b).

17.5 Vacation Paycheck

The City agrees to deposit an employee's paycheck in his or her bank account if authorized by such employee, and if such employee is out of town on vacation on 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

The City will use an hour for hour based accrual system with accruals earned for each hour paid. Paid hours include 4850 payments but exclude hours paid for overtime, temporary disability, or paid by other outside sources. Employees shall accrue at the following rate:

Standard Work Week	Annual Accrual (Hours)	Hourly Accrual Rate
40 Hours	96	.0462
56 Hours	144	.0495

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 the 12 month calendar year, shall

receive 24 hours of leave for suppression employees, or 10 hours of leave for members assigned to a 40 hour work week position, the first full pay period 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 the Fire Department 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." The Fire Department shall maintain a "Leave Log" to track employees reporting off and back from all absences.

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.

18.6 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/Protected Leave Rights

Legally protected leaves including leave under the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability Leave law shall be made available to eligible association members per the applicable federal and state law.

Where an employee is on an approved protected leave (FMLA/CFRA/PDL) related to their own illness or to care for an ill family member, they may use up to 12 work weeks of sick leave. For example an employee who works 40 hours per week will be entitled to use 480 hours of sick leave while on an approved protected leave related to their own illness or to care for an ill family member. The employee will be required to provide leave related documentation as requested by the City.

Where an employee is on an approved protected leave for the purpose of Baby Bonding, the employee may use up to ten work weeks of sick leave. For example, a 40 hour employee may use up to 400 hours of sick leave while on an approved protected leave for the purpose of Baby Bonding.

In addition, the ~~Division-Battalion~~ Chief may provide up to the lesser of either (a) twenty-four (24) hours (10 hours for 40-hour employees) or (b) until the end of the applicable shift, of paid leave to attend the birth of the employee's child, whether it is the employee or the employee's spouse or domestic partner that is giving birth. The ~~Division-Battalion~~ Chief may grant up to twenty-four (24) hours (10 hours for 40-hour employees) if the medical circumstances for the mother or child (medical complications or realities, delayed release from hospital, etc.) warrant granting this leave for a date close to but not the date of the birth. This paid leave shall count and be designated as Family Medical Leave hours, and an employee must request designation of this time as Family Medical Leave to be eligible for these paid leave hours.

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, 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 or her 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. Upon promotion, tThe probationary period for an Apparatus Operator, ~~or~~ Captain, or Battalion Chief 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 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.

Effective January 1, 2027 Apparatus Operator candidates must provide acceptable proof of completion of all required courses for certification or proof of certification as a Fire Apparatus Driver/Operator Pump Apparatus OR proof of certification as a Fire Apparatus Driver/Operator through the California State Fire Marshal.

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.

Effective January 1, 2027, Fire Captain candidates must provide acceptable proof of completion of all required courses and prerequisites for certification or proof of certification as a Company Officer OR proof of certification as a Fire Officer through California State Fire Marshal.

An Employee shall have a minimum of four years of experience in the Fire Captain classification in the City of Alameda Fire Department to be able to take the Battalion Chief promotional exam. Upon vacancy or in anticipation of vacancy in the Battalion Chief rank, the City will administer a promotional examination, if no qualified candidates apply to or pass the promotional examination the City and IAFF 689 will meet and confer on next steps which may include an open examination.

Effective January 1, 2028, Battalion Chief candidates must provide acceptable proof of completion of all required courses for certification or proof of certification as a ~~Chief Fire Company~~ Officer or proof of certification as a ~~Chief Fire~~ Officer through the California State Fire Marshal. Battalion Chiefs hired prior to January 1, 2028 will have 24 months from the date of promotion to complete courses.

An employee shall ~~have a minimum of four (4) years' service as a Fire Captain~~ meet the education and experience requirements as set forth in the Division Chief class specification ~~the Alameda Fire Department~~ to be able to take the Division Chief exam.

An employee shall meet the education and experience requirements as set forth in the Deputy Chief class specification to be able to take the Deputy Chief exam.

The above mentioned time in service and submission of documentation for required coursework or certification 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) Administration
With the exception of the oral interview with the Fire Chief, promotional examinations shall be objectively evaluated by persons who are not members of the Alameda Fire Department.
- (6) 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.
- (7) 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.
- (8) Education Reimbursement
The City will reimburse up to \$1,250 per fiscal year per employee after successful completion for the cost of registration fees and training courses for the courses described in this section that are required for promotional eligibility in the Alameda Fire Department. The City will reimburse up to a maximum of \$50,000 per fiscal year under this program/section.

In addition, with prior approval from the Fire Chief or their designee, the City will reimburse mileage at the then current IRS rate for employees who travel to courses more than 90 miles from the employee's home and/or work location when the courses are were not available at a location within 90 miles in the next six months and had not been available at a location within 90 miles in the previous six months.
- (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 Career Development Incentive Program

The purpose of this program is to award eligible employees in recognition of achievement of education, training and experience. Administration of the program is governed through General Order Bulletin (GOB) outlining the administration of this program. Where the GOB conflicts with this MOU provision, the MOU is controlling.

The program consists of three levels, Basic (Level), Intermediate (Level II), and Advanced (Level III). Employees qualifying for an award shall receive an additional percentage calculated on base salary at each level for which they are qualified as outlined below.

Basic (Level 1): Additional 4.0%

Intermediate (Level 2): Additional 5.0%

Advanced (Level 3): Additional 5.0%

All IAFF members qualifying for the Career Development Incentive Pay under Section 25.4 shall receive an additional four percent (4.0%) calculated on their base pay for those awarded Basic Level 1. Thereafter, employees qualifying for the Intermediate Level 2 shall receive an additional five percent (5%) calculated on their base pay plus the Level 1 benefit. Employees qualifying for the Advanced Level 3 shall receive an additional five percent (5%) calculated on their base pay plus the Level 1 benefit plus the level 2 benefit compounded. Percentages shall be compounded.

For Example:

Career Development (CD) Level 1 = (Base Pay x 4%)

Career Development (CD) Level 2 = ((Base Pay + CD Level 1) x 5%)

Career Development (CD) Level 3 = ((Base Pay + CD Level 1 + CD Level 2) x 5%)

The following Career Development Incentive Pay structure applies to IAFF members that qualify for Career Development Incentive Pay under Section 25.4 of the IAFF MOU in effect between June 30, 2013 through December 19, 2023. These employees shall receive an additional three percent (3.0%) calculated on their base pay for those awarded Basic Level 1. Thereafter, employees qualifying for the Intermediate Level 2 shall receive an additional four percent (4%) calculated on their base pay plus the Level 1 benefit. Employees qualifying for the Advanced Level 3 shall receive an additional five percent (5%) calculated on their base pay plus the Level 1 benefit plus the Level 2 benefit. Percentages shall be compounded.

For Example:

Career Development (CD) Level 1 = (Base Pay x 3%)

Career Development (CD) Level 2 = ((Base Pay + CD Level 1) x 4%)

Career Development (CD) Level 3 = ((Base Pay + CD Level 1 + CD Level 2) x 5%)

Incentive Program Criteria

To qualify for an award, effective beginning the first full pay period following Council Approval, employees shall complete combinations of education, training and/or department involvement as described in each of the three (3) levels below. Employees who qualified for the Intermediate or Advanced incentive prior to December 19, 2023 shall make a onetime irrevocable election to either receive the Career Development Incentive Benefit under the program outlined below or to receive the benefit under the Career Development Incentive Program in effect and described in section 25.4 of the MOU covering November 2015 through December 18, 2023 and attached here as Appendix "C" excluding the years of service requirement and with the above-listed pay percentages for Levels 1, 2 and 3. Employees receiving no incentive or the Basic incentive as of December 19, 2023 may receive a benefit under the program below.

Basic (level 1): To be eligible to receive the Basic (Level 1) incentive, employees covered by this MOU must:

- Maintain accreditation as an EMT or EMT-P; and
- Attain certification as at least one of the following and be an active member of the Fire Department Program:
 - Cert Instructor
 - CPR Instructor
 - Hazmat Technician
 - Marine Operations – Fire boat operator, Rescue boat operator, Rescue swimmer, or Rescue diver.
 - Rescue Systems 1 Certified
 - Shift Trainer
 - Wildland Engine Boss

If necessary for operational efficiencies the Fire Chief, after notifying the Union President, may designate additional disciplines or adjust the number of positions in each discipline considered for the award.

Intermediate (level 2): To be eligible to receive Intermediate (Level 2) incentive, employees covered by this MOU must:

- Maintain all requirements of the Basic (Level 1) incentive; and
- Complete all Company Officer or Fire Officer course work through the California State Fire Training Office; or
- Be certified as a Fire Apparatus Driver/Operator Pump Apparatus through the California Fire Marshal; or
- Be qualified to act in a classification above Firefighter; or
- Be promoted to Apparatus Operator, ~~or~~ Captain, or Battalion Chief

Advanced (level 3): To be eligible to receive Advanced (Level 3) incentive, employees covered by this MOU must:

- Maintain all requirements of the Basic (Level 1) and Intermediate (Level 2) incentive, and
- Possess as a minimum a Bachelor of Arts or Bachelor of Science Degree from an accredited institution or
- Possess an Associate of Arts (AA) or Associate of Science degree, in a field related to the fire service, from an accredited institution, or
- Serve as a Program Manager in one or more of the critical Departmental Programs listed in GOB 2-82. Program Managers are required to file budget and/or administrative paperwork as directed; or
- Be a certified instructor through the California State Fire Training Office and working as a department resource; or
- Be a certified instructor and providing paramedic required certification to Alameda Fire Department Members;
- Be a certified Special Operations Instructor / Trainer by the Alameda Fire Department and working as a department resource. Special Operations Instructors/trainers will be required to participate and assist in the planning,

development and delivery of instruction; Special Operations Instructors and Trainers are limited as listed in GOB 2-82; or

- Be certified as a Fire Officer or Company Officer through the California State Fire Marshal.

If necessary for operational efficiencies the Fire Chief, after notifying the Union President, may designate additional programs or adjust the number of instructors in each discipline considered for the award.

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

Subject to and/or in conjunction with the City's right to discipline employees consistent with the City's Drug Free Workplace Policy, employees affected by alcohol or drug use shall be entitled to be counseled and rehabilitated in a program approved by the City.

If recommended by the counseling and rehabilitation program, the employee may be removed from active employment or prohibited from performing his or her normal duties while undergoing such counseling and rehabilitation. Such employee shall be allowed to use any accrued sick leave, compensatory time, or vacation, and then be placed on a leave of absence without pay while undergoing such counseling and rehabilitation. The employee will continue to accrue seniority while undergoing such counseling and rehabilitation. The employee shall be returned to full employment upon being certified as successfully completing the counseling and rehabilitation program.

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. Effective the later of either the first full pay period following City Council approval of this MOU or the first full pay period following December 19, 2023, the bilingual pay differential shall be increased from forty-two dollars (\$42.00) per month to one hundred dollars (\$100) per month.

25.9 EMS Committee

An EMS committee consisting of one (1) management representative, one (1) Union representative and the EMS Captain meet at least once per quarter to review, establish and implement EMS protocols and procedures per City and County requirements, and to make recommendations for improvements to the system. The Committee may invite other persons to attend a particular meeting if important for the business of the EMS Committee.

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

(a) Paramedic Assistant Pay Differential

An employee in the classification of Firefighter, Apparatus Operator, or Captain who has a valid and current EMT certificate and who has successfully completed Paramedic Assistant training or an employee in the classification of Battalion Chief with a valid and current EMT or EMT-P certificate 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

An employee in the classification of Firefighter, Apparatus Operator, or Captain who has a valid and current EMT-P certificate (Paramedic License) 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.

(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 Captain Division Chief or their designee. The amount will increase to \$95 per shift effective the later of either the first full pay period after city Council approval of this MOU or the first full pay period after December 19, 2023. The EMS Captain Division Chief or their designee will determine those persons qualified to receive the training.

(d) Leaving Paramedic Program

An employee who is working in the Paramedic Program may only be allowed to leave the Program with the approval of the Fire Chief. The minimum number of Paramedics required for the Program is forty-three (43) and minimum of twenty-three (23) at Firefighter rank.

Paramedics leaving the Program after approval of the Fire Chief shall submit an Inter-Department Memorandum to the EMS Captain Division Chief or their designee. Employees leaving the Program will be reassigned appropriately and will no longer receive a Paramedic Differential and will receive a Paramedic Assistant Differential and be responsible for maintaining an EMT license. The City will pay the fees associated with renewal of a paramedic or EMT license, and training to maintain a paramedic license or EMT license will be provided by or paid for by the City. The cost for initial certification or recertification after a lapse in certification for either a paramedic license or EMT license will be borne by the employee.

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 will receive a Paramedic Assistant Differential and be responsible for maintaining an EMT license. The City will pay the fees associated with renewal of an EMT license, and training to maintain an EMT license will be provided by or

paid for by the City. The cost for initial certification or recertification after a lapse in certification for an EMT license will be borne by the employee.

(e) Necessary Paramedics Drop By 10.0%

Whenever the necessary complement of Paramedics as identified above 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. If the number of Paramedics remains 10% or more below the total as identified above and there are vacancies the City shall recruit for and fill such vacancies exclusively with Paramedics until the minimum number of paramedics stated above is met.

25.12 Fire Investigation Program

The Alameda Fire Department's Fire Investigation Program shall be operated in accordance with General Order Bulletin (GOB): Fire Scene Investigator Program.

All employees who qualify as Fire Investigators as outlined in GOB: Fire Scene Investigator Program are eligible to be placed on standby as a Fire Investigator subject to the following:

1. Only one employee at a time may be scheduled for stand-by duty. All effort will be made to excuse the employee on standby investigator duty from working mandatory overtime during their time on standby. Only in the event that another employee cannot be found will an employee on standby required to work mandatory overtime while on standby.
2. An employee placed on stand-by-duty is eligible for an additional ten and three quarter percent (10.75%) of the top step (56 hour) Firefighter base hourly rate for the hours they are serving in this capacity.

25.13 Fire Prevention Bureau

Assignment to the Fire Prevention Bureau requires three years of service in a Local 689 classification and a three (3) year commitment, whether an employee volunteers or is required through mandatory procedure to serve in the Bureau. An employee may qualify using service with another public agency if the employee has one year of service with the City, and in addition either (a) a total of three years working with a Firefighter II certification or (b) possesses a California State Fire Marshall Fire Inspector certification.

The Association agrees that if one or more Inspector position remains vacant, through reassignment, promotion, completion of commitment, retirement, or separation, or for a period of eight (8) weeks from posting of the position and no qualified employee volunteers for the position, the City has the right to "civilianize" one of the inspector positions and have that one positions removed from the IAFF Local 689 represented bargaining unit. In this circumstance, Local 689 waives any meet and confer or other rights to contest removal of this position from the bargaining unit.

If the remaining two sworn Inspector positions become vacant and there are no volunteers to fill the vacancies, the Fire Chief will select the employee with the lowest

department seniority in the rank appropriate for the position among those with at least three years of service in a Local 689 classification.

25.14 CARE Team Differential

Employees on the Alameda CARE Team receive CARE Team differential pay of 7.5% of top step Firefighter when working as a member of the assigned CARE Team. Effective the later of either the first full pay period in January 2024 or the first full pay period after City Council approval of this 12/23 – 12/25 MOU, CARE Team differential pay shall increase to 9.5% of top step Firefighter for all time so assigned.

25.15 Minimum Actors

IAFF is solely responsible for filling Battalion Chief vacancies or vacant shifts, with qualified actors as of January 12, 2025. No later than June 30, 2025, IAFF agrees to provide and maintain a minimum of four (4) qualified actors to the rank of Battalion Chief to assist with the staffing of the Battalion Chief position. If at any time the number of actors drops below four (4), and no personnel have an acting task book open to fill the vacant acting spot(s), a Captain will be required to open an acting Battalion Chief task book to fill the vacant acting spot(s). IAFF and the City will meet and confer to develop guidelines for how the Captain(s) will be selected to open the required task book.

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 or 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 December 19, 2023, and shall remain in full force and effect until December 31, 2025.

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA

And

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 689

December 19, 2023, and ending December 31, 2025

INTERNATIONAL ASSOCIATION OF FIRE-
FIGHTERS, Local 689

CITY OF ALAMEDA

By _____
Byong Kim

By _____
Jennifer Ott
CITY MANAGER

By _____
Juan Medrano

By _____
Ty Zollner

By _____
Phillip Fernandez

APPROVED AS TO FORM

By _____
Yibin Shen

CITY ATTORNEY

APPENDIX A

CITY OF ALAMEDA
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 689
Effective December 29, 2024

CODE	CLASSIFICATION	ANNUAL							
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
4530	Battalion Chief			172,708	181,343	190,410	199,931	209,927	
4520	Fire Captain					148,370	153,162	158,108	
4505	Fire Apparatus Operator					138,792			
4500	Firefighter	87,639	93,669	100,289	106,558	115,520	121,286	127,459	
Holiday-in-Lieu Pay (Suppression only) (MOU Sec 16)									
	Battalion Chief			11,951.37	12,548.93	13,176.38	13,835.20	14,526.96	
	Fire Captain					10,267.20	10,598.81	10,941.07	
	Fire Apparatus Operator					9,604.41			
	Firefighter	6,064.62	6,481.89	6,940.00	7,373.81	7,993.98	8,392.99	8,820.16	
Paramedic Program	Paramedic Assistant Differential FOR ALL CLASSIFICATIONS AND STEPS (MOU Sec 25.11 (a))					5,098.36			
	OR								
	Paramedic Differential (MOU Sec 25.11 (b))								
		Fire Captain					18,546.00	19,145.00	19,764.00
	Fire Apparatus Operator					17,349.00			
	Firefighter	10,955.00	11,709.00	12,536.00	13,320.00	14,440.00	15,161.00	15,932.00	
40-Hour Office Assignment (MOU Sec 12.6)									
	Fire Captain					25,965.00	26,803.00	27,669.00	
	Fire Apparatus Operator					24,289.00			
	Firefighter	15,337.00	16,392.00	17,551.00	18,648.00	20,216.00	21,225.00	22,305.00	
Career Development Incentive Program (MOU Sec 25.4) effective December 2024	Basic - Level 1 (4%)								
		Battalion Chief			6,908.30	7,253.72	7,616.40	7,997.23	8,397.09
		Fire Captain					5,934.80	6,126.48	6,324.32
		Fire Apparatus Operator					5,551.68		
		Firefighter	3,505.56	3,746.76	4,011.56	4,262.32	4,620.80	4,851.44	5,098.36
	OR								
	Intermediate - Level 2 (4% plus 5%, compounded)								
		Battalion Chief			15,889.10	16,683.56	17,517.73	18,393.62	19,313.30
		Fire Captain					13,650.04	14,090.90	14,545.94
		Fire Apparatus Operator					12,768.86		
		Firefighter	8,062.79	8,617.55	9,226.59	9,803.34	10,627.84	11,158.31	11,726.23
	OR								
Advanced - Level 3 (4%, plus 5%, plus 5%, compounded)									
	Battalion Chief			25,318.93	26,584.89	27,914.12	29,309.83	30,775.32	
	Fire Captain					21,751.04	22,463.55	23,178.64	
	Fire Apparatus Operator					20,346.90			
	Firefighter	12,847.88	13,731.88	14,702.37	15,621.41	16,935.23	17,780.53	18,685.49	
CARE Team Differential		HOURLY							
FOR ALL CLASSIFICATIONS AND STEPS While so assigned (MOU Sec 25.14)		4.15817							
Ambulance Differential		HOURLY							
FOR ALL CLASSIFICATIONS AND STEPS While so assigned (MOU Sec 25.5)		3.28277							

CITY OF ALAMEDA
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 689
Effective January 12, 2025

CODE	CLASSIFICATION	ANNUAL							
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
4530	Battalion Chief			177,889	186,783	196,122	205,929	216,225	
4520	Fire Captain					152,821	155,096	162,851	
4505	Fire Apparatus Operator					142,956			
4500	Firefighter	90,268	96,479	103,298	109,755	118,986	124,925	131,283	
Holiday-in-Lieu Pay (Suppression only) (MOU Sec 16)									
	Battalion Chief			12,309.91	12,925.40	13,571.67	14,250.26	14,962.77	
	Fire Captain					10,575.22	10,732.66	11,269.29	
	Fire Apparatus Operator					9,892.54			
	Firefighter	6,246.55	6,676.35	7,148.22	7,595.05	8,233.83	8,644.81	9,084.78	
Paramedic Program	Paramedic Assistant Differential FOR ALL CLASSIFICATIONS AND STEPS (MOU Sec 25.11 (a))			5,251.32					
	OR								
	Paramedic Differential (MOU Sec 25.11 (b))								
		Fire Captain					19,103.00	19,387.00	20,356.00
		Fire Apparatus Operator					17,869.00		
	Firefighter	11,284.00	12,060.00	12,912.00	13,719.00	14,873.00	15,616.00	16,410.00	
40-Hour Office Assignment (MOU Sec 12.6)									
	Fire Captain					26,744.00	27,142.00	28,499.00	
	Fire Apparatus Operator					25,017.00			
	Firefighter	15,797.00	16,884.00	18,077.00	19,207.00	20,823.00	21,862.00	22,975.00	
Career Development Incentive Program (MOU Sec 25.4) effective December 2024	Basic - Level 1 (4%)								
		Battalion Chief			7,115.55	7,471.33	7,844.90	8,237.14	8,649.00
		Fire Captain					6,112.84	6,203.85	6,514.04
		Fire Apparatus Operator					5,718.23		
		Firefighter	3,610.72	3,859.16	4,131.92	4,390.20	4,759.44	4,997.00	5,251.32
	OR								
	Intermediate - Level 2 (4% plus 5%, compounded)								
		Battalion Chief			16,365.77	17,184.07	18,043.27	18,945.43	19,892.70
		Fire Captain					14,059.54	14,268.85	14,982.29
		Fire Apparatus Operator					13,151.93		
		Firefighter	8,304.66	8,876.07	9,503.42	10,097.46	10,946.71	11,493.10	12,078.04
	OR								
	Advanced - Level 3 (4%, plus 5%, plus 5%, compounded)								
		Battalion Chief			26,078.50	27,382.44	28,751.56	30,189.13	31,698.59
		Fire Captain					22,403.57	22,737.10	23,873.95
	Fire Apparatus Operator					20,957.31			
	Firefighter	13,233.29	14,143.82	15,143.49	16,090.08	17,443.35	18,314.01	19,246.09	
CARE Team Differential		HOURLY							
FOR ALL CLASSIFICATIONS AND STEPS While so assigned (MOU Sec 25.14)		4.28293							
Ambulance Differential		HOURLY							
FOR ALL CLASSIFICATIONS AND STEPS While so assigned (MOU Sec 25.5)		3.38126							

APPENDIX B

APPENDIX "C" - TRANSFERRING 1082 PENSION SYSTEM 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

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. Medical Insurance

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.

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.

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.

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:

Heath M. Lay
CITY ATTORNEY (acting)

Members of the 1082 Pension System

BY: Bruce A. Edwards
Authorized Representative

ATTEST:

Diana B. Leche

BY: Mike D'...
Authorized Representative

BY: Max Cornell
Authorized Representative

BY: Michael Edwards
Authorized Representative

APPENDIX C

Below is the career development incentive criteria for members who qualified for levels 2 and/or 3 prior to the inception of the contract established December 19, 2023.

25.4 Career Development Incentive Program

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 an award, effective beginning the first full pay period following January 1, 2013, employees shall complete combinations of education, training and experience department involvement 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:
 - Cert Instructor
 - CPR instructor
 - Hazmat Technician
 - Marine Operations-Fire boat operator, Rescue boat operator, Rescue swimmer, Rescue diver.
 - Rescue Systems 1 Certified
 - Shift Trainer
 - Wildland Engine Boss

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 College education of Associate of Arts or Associate of Science Degree from an accredited institution or higher, 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