



MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

ALAMEDA POLICE OFFICERS ASSOCIATION

December 19, 2021 – June 30, 2025

[\(Revised November 1, 2022\)](#)

TABLE OF CONTENTS

ALAMEDA POLICE OFFICERS ASSOCIATION

December 19, 2021 – June 30, 2025

Section 1. Recognition	1
1.1 Association Recognition	1
1.2 City Recognition	1
Section 2. Association Security	1
Section 3. Association Representatives	2
Section 4. Access to Work Locations	2
Section 5. Use of City Facilities	2
Section 6. Bulletin Boards	3
Section 7. Advance Notice	3
Section 8. City Rights	3
Section 9. No Discrimination	34
Section 10. Hours of Work	4
Section 11. Overtime, Call Back, Acting Pay, Training, Stand-by	4
11.1 Overtime Authorization	4
11.2 Definition of Overtime	4
11.3 Call Back	4
11.4 Acting Pay	4
11.5 Training	5
11.6 Stand-by	5
11.7 Compensatory Time	5
11.8 Court Time	5
11.9 Retention Pay	5
11.10 Physical Fitness Incentive Program	6

11.11	Educational Reimbursement and Educational Incentive	6
Section 12. Salaries		6
12.1	Rates of Pay	6
12.2	Starting Rate	6 7
12.3	Step Increases	7
12.4	Conversion Rate	7
Section 13. Health and Welfare		7
13.1	Flexible Benefit Plan	7
13.2	Dental Insurance	8
13.3	Vision Coverage	8
13.4	Life Insurance	8 9
13.5	Employee Assistance Program	8 9
Section 14. Retirement Plan		9
14.1	(a) Employees Hired Before January 1, 2013	9
14.1	(b) Employees Hired On Or After January 1, 2013	9 10
14.2	Retirement Plan Final Compensation Calculation:	10
14.3	Retiree Health and Dental Benefit	10
14.4	Other Postemployment Benefits Trust (OPEB Trust)	11 12
Section 15. Uniform Allowance		13
Section 16. Holidays		13
Section 17. Vacation		13 14
17.1	Vacation Scheduling	13 14
17.2	Vacation Benefits	14
17.3	Vacation Accumulation	14 15
Section 18. Sick Leave		15
18.1	Sick Leave Benefits	15
18.2	Notification Requirement	15
18.3	Doctor's Certificate or Other Proof	15
18.4	Family Sick Leave	15

18.5	Incentive program for employees not using sick time.	16
------	--	----

Section 19. Leaves of Absence **16**

19.1	Leave Without Pay	16
19.2	Jury Duty	16
19.3	Military Leaves of Absence	16
19.4	Family Medical Leave	16
19.5	Industrial Disability Leave	16
19.6	Funeral Leave	16 17
19.7	Catastrophic Leave Bank	17

Section 20. Probationary Period ~~18~~19

Section 21. Layoff and Reemployment **19**

Section 22. Discharge or Discipline **20**

22.1	Right of Discharge or Discipline	20
22.2	Appeals	20

Section 23. Personnel Files **20**

Section 24. Grievance Procedure ~~20~~21

24.1	Initial Discussion	21
24.2	Referral to City Manager	21
24.3	Arbitration	21
24.4	No Abridgement of Other Rights of Appeal	21
24.5	Pay Claims	21
24.6	Disciplinary Action	21 22

Section 25. Outside Employment ~~21~~22

Section 26. Miscellaneous ~~21~~22

26.1	Residence	22
26.2	Compensation of Property Damaged in the Course of Employment	22
26.3	Safety Glasses	22
26.4	Safety Equipment	22
26.5	Special Assignments	22 23

26.6	Bilingual Pay	<u>22</u> 23
26.7	Drug Free Work Place and Family Leave	<u>22</u> 23
26.8	Seat Belts	<u>22</u> 23
26.9	Police Officer Recruit	23
26.10	Meals	23
26.11	Canine Assignment Pay	23
26.12	FTO Pay	23
26.13	Equipment Pay	<u>23</u> 24

Section 27. Separability of Provisions	<u>23</u> 24
---	-------------------------

Section 28. Past Practices an Existing Memoranda of Understanding	<u>23</u> 24
--	-------------------------

Section 29. Officer Retention	24
--------------------------------------	----

SIGNATURE PAGE	25
-----------------------	----

APPENDIX A – SALARY SCHEDULE	26
-------------------------------------	----

APPENDIX B – TRANSFERRING 1082 PENSION SYSTEM MEMBERS TO PERS	27
--	----

MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
AND
ALAMEDA POLICE OFFICERS ASSOCIATION

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing December 19, 2021 and ending June 30, 2025.

Section 1. Recognition

1.1 Association Recognition

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

1.2 City Recognition

The Municipal Employee Relations Officer of the City of Alameda or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of the City of Alameda, hereinafter referred to as the "City" in the employer-employee relations, as provided in Resolution No. 15735 adopted by the City Council on January 19, 2021.

Section 2. Association Security

Dues Deduction

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

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

- (1) Payroll deductions shall be for a specific amount and uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City.
- (2) Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or

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

- (3) Amounts deducted and withheld by the City shall be transmitted to the officer in writing by the Association as the person authorized to receive such funds at the address specified.
- (4) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Association dues deduction.
- (5) The Association shall file with the City Manager an indemnity statement wherein the Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of checkoff of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

Section 3. Association Representatives

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

Section 4. Access to Work Locations

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

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

Section 5. Use of City Facilities

City employees or the Association or their representatives may, with the prior approval of the

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

The use of City equipment 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 approved City facilities notwithstanding.

Section 6. Bulletin Boards

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

- (1) All materials must be dated and must identify the Association that published them.
- (2) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
- (3) The City agrees to provide bulletin boards in reasonable locations and designate a reasonable portion thereof for Association use.
- (4) If the Association does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

Section 7. Advance Notice

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

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

Section 8. City Rights

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

Section 9. No Discrimination

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 Association, the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

Section 10. Hours of Work

The workweek consists of forty (40) hours. The employee will receive a paid forty (40) minute lunch period each workday during which the employee will be available for any emergency call.

During the term of the agreement, the parties agree to meet and confer on a 12 hour-shift option.

The parties agree to update all MOU sections and departmental policies to reflect this change.

The Chief of Police will establish the number of shifts and start times for the forty hour (40) workweek.

Section 11. Overtime, Call Back, Acting Pay, Training, Stand-by

11.1 Overtime Authorization

All overtime must be authorized by the City Manager or his or her designated representative in advance of being worked.

11.2 Definition of Overtime

Any authorized time worked other than the Sergeant's or Police Officer's, workday shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

11.3 Call Back

If an employee is called back to work, he or she shall, upon reporting, receive a minimum of four (4) hours' work, or if four (4) hours' work is not furnished, a minimum of four (4) hours' pay at time and one-half (1-1/2).

This provision does not apply to instances in which the employee is called to report before his or her regular starting time and is worked from the time he or she reports to his or her regular starting time.

11.4 Acting Pay

An employee who is assigned in writing by the Chief of Police and approved by the City Manager to perform a job in another classification during the temporary or permanent absence of an employee shall be paid the first step of the higher classification which is above the salary step of the employee assigned to the acting position, but not less than five

percent (5%). The City Manager may approve a "Y" rate outside an existing classification if additional duties so warrant.

11.5 Training

If a sworn officer at or below the rank of Police Sergeant required by the Department or by state law to attend a training class on his or her regular day off, or on his or her regular workday but not contiguous with his or her regular shift, he or she shall be guaranteed a minimum of two (2) hours' overtime at the overtime rate of pay which shall be paid. If a sworn officer at or below the rank of Police Sergeant is required by the Department to attend a training class contiguous with his or her regular duty shift, he or she shall be guaranteed a minimum of one (1) hour overtime at the overtime rate of pay, with the understanding that there may be, at the Department's discretion, a break of less than fifteen (15) minutes between the end of the work shift and the beginning or end of the one (1) hour training period. Such overtime shall be paid.

11.6 Stand-by

If a Sergeant or Police Officer is placed on emergency on-call status, known as stand-by, by the Department, such employee shall be credited with one-half ($\frac{1}{2}$) his or her regular hourly salary rate during the period that he or she is on stand-by; provided, however that stand-by shall not be considered pay, salary, or compensation for the purpose of calculating present or future pension benefits; and that the employee shall be available at a telephone number supplied to the Department during the stand-by period, and must report for duty if called at the time specified by the Department; and that an employee will not be on stand-by for more than twelve (12) consecutive hours.

11.7 Compensatory Time

The present compensatory time policy as described in Policy Manual section 1038 will be continued for the duration of this Memorandum of Understanding.

Maximum Compensatory Time accrual is eighty (80) hours.

11.8 Court Time

Employees who are off-duty and who are required to testify in court or attend a District Attorney's conference in any criminal matter will receive a minimum of six (6) hours' of pay computed at time and one-half ($1\frac{1}{2}$), one-third of which will be converted to leave that may not be cashed out, unless required by law, and which must be used before the end of the last full pay period of the year in which the leave is earned, except that leave hours earned during the last four full pay periods or afterwards in the current calendar year must be used before the end of the last full pay period of the following year. Overtime in excess of the minimum two (2) hours' or contiguous with a work shift will be computed at time and one-half ($1\frac{1}{2}$) for actual time involved. Nothing in this provision is intended to deprive employees of compensation that may be owed under the Fair Labor Standards Act.

11.9 Retention Pay

Upon the satisfactory completion of five (5) years of continuous service with the Alameda Police Department, the employee's regular base monthly salary shall be increased by one and one half percent (1.5%). Upon the satisfactory completion of ten (10) years of continuous service with the Alameda Police Department, the employee's regular base monthly salary shall be increased by an additional one and one half percent (1.5%) to a total of three percent (3.0%). Upon the satisfactory completion of fifteen (15) years of continuous service with the Alameda Police Department, the employee's regular base monthly salary shall be increased by an additional four percent (4.0%). Upon the satisfactory completion of

twenty (20) years of continuous service with the Alameda Police Department, the employee's regular base monthly salary shall be increased by an additional five percent (5.0%). ~~For the purposes of calculating an employee's special pay under this section only, retention pay percentages only at the 15 year and 20 year levels shall be compounded or "stacked" (see pay schedule/s on Appendix A).~~

11.10 Physical Fitness Incentive Program

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

11.11 Educational Reimbursement and Educational Incentive

Effective, the first full pay period after July 1, 2013, all APOA members will be eligible to receive only one of the following benefits in this Section. The incentive attaches to the highest certification or degree that the employee has earned. If an employee attains a lower level benefit, and then attains a higher level benefit, the employee will not be able to "stack" the benefit, but will receive the rate appropriate to the employee's level.

- \$1000.00 annually for an intermediate Post Certificate, divided and disbursed evenly across each pay check in a calendar year
- 4% of base hourly rate per pay check for an Advanced POST Certificate
- 5% of base hourly rate per pay check for a Bachelor's degree.
- 6% of base hourly rate per pay check for a Master's degree.

Section 12. Salaries

12.1 Rates of Pay

Rates of pay shall be as set forth in Appendix A which is attached hereto and made a part hereof.

2022: Wage increases to begin the first full pay period after January 1, 2022 will be four percent (4.0%).

2022: Wage increases to begin the first full pay period after July 1, 2022 will be two and one half percent (2.5%).

2023: Wage increases to begin the first full pay period after July 1, 2023 will be three percent (3.0%).

2024: Wage increases to begin the first full pay period after July 1, 2024 will be three percent (3.0%).

12.2 Starting Rate

Except as herein otherwise provided, the entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

12.3 Step Increases

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

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

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

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

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

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

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

12.4 Conversion Rate

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

Section 13. Health and Welfare

13.1 Flexible Benefit Plan

The City has contracted with the California Public Employees' Retirement System (CalPERS) 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 CalPERS 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.)

Through the term of this agreement, the City shall contribute the maximums listed below. Employees who elect not to enroll on one of the City's health plans, and show evidence of

coverage in an alternative plan, shall receive \$230 per month.

2022 Maximum City Contribution

Waiver of Coverage	\$ 230.00 Cash-in-Lieu
Single Party	\$1,097.90
Two-Party	\$2,019.92
Family	\$2,573.13

Effective January 1, 2023 and every January thereafter during the term of this agreement, the City will increase its contribution to member's medical premium to reflect 50% of the increased cost from the previous year, of the CalPERS Kaiser Plan in the area or region in 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 \$230 cash-in-lieu for waiving medical coverage shall not change.

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

13.2 Dental Insurance

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

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

13.3 Vision Coverage

The City will make the current Vision Coverage available at the employee's cost. Effective January 1, 2016, the City will split the cost of the Vision Premiums 50-50 with members of this bargaining unit 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 \$50,000 life insurance program. This coverage will be mandatory for all employees.

13.5 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

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.

14.1 (a) Employees Hired Before January 1, 2013

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

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

The City has contracted with PERS for Employee Cost Sharing under Government Code Section 20516(a). The member's contribution prior to this MOU was 2% over and above the normal 9% contributions made by the employee in previous MOUs. This 11% contribution was in accordance with Section 414(h)(2) of the Internal Revenue Code whereby employee contributions shall be tax deferred and not subject to taxation until the time of constructive receipt.

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

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

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

If during the term of this MOU, actuarial valuation numbers improve and the employers normal cost for the retirement benefit reduces, the parties agree to the employees contribution rate being no more than 50% of the employers normal cost. Otherwise, the total employee contribution at levels set forth above will remain in effect until the expiration of this MOU with the understanding that after July 1, 2016 the level shall remain at 15%.

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

This Section B shall apply to CalPERS eligible employees hired on or after January 1, 2013,

who are do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c). All of the following requirements apply to these employees:

- a. As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply.
- b. As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit for CalPERS eligible employees, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.
- c. As required by Government code Section 7522.30, employees shall have an initial contribution rate of 50% of the total normal cost rate.

14.2 Retirement Plan Final Compensation Calculation:

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

14.3 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 the Region or Area 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 Bay Area rates in the Region or Area 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 two-party rate.

In any year in which Blue Shield is not offered, the limit to reimbursement will be he 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 the 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 Bay Area health plans in the 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 Bay Area 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. At the time of separation, the employee shall be allowed to contribute any unused vacation leave, unused compensatory leave and up to 50% of unused sick leave, into a 401(a)(h) plan subject to the IRS limitations. For dental, the City shall provide dental benefits up to the one-party rate.

In any year in which Blue Shield is not offered, the limit to reimbursement will be 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 the impacted categories that no longer offer Blue Shield (Basic Combination, or Supplemental/Managed Medicare).

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

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

(c) Retiree Dental Plans:

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

14.4 Other Postemployment Benefits Trust (OPEB Trust)

(a) City Contribution

The City will create an OPEB Trust for the purpose of setting aside and accumulating

funds to be used to towards the payment of OPEB benefits for those sworn employees in the City's Fire and Police Departments ("safety members") who retire after January 1, 2019. In January 2016, the City shall make an initial deposit of \$5 million dollars into the OPEB Trust. In January 2016 and in January of each of the nine years thereafter (January 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 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. If the creation of the OPEB Trust is still pending on any date on which the City's contribution is due, the contribution shall be deposited in an interest bearing account that is separate from the City's general fund until such time as the creation of the OPEB Trust is complete and the money, including any accumulated interest, can be transferred to the OPEB Trust. Contributions to the OPEB Trust, or to the interest bearing account holding funds to be transferred to the OPEB Trust upon its creation, are irrevocable and will not be used towards the payment of OPEB benefits before January 1, 2019.

Prior to the end of the City contribution period, December 31, 2025 it is agreed that the City and Safety members will meet and confer to evaluate the performance of the Trust, and any contributions of the City and safety members thereafter will be mutually agreed to.

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

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

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

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

(c) Employees Hired After June 7, 2011

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

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

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

Nothing in these provisions is intended to modify the City's obligation to provide Retiree Health and Dental benefits outlined in Section 14.3.

Section 15. Uniform Allowance

This Section 15 shall be governed by Alameda Police Department Policy 1046. Employees will receive uniform allowance paid on a pay period basis.

Increases to uniform allowance shall be made during the first full pay period following July 1st of each year as listed:

- a. July 1, 2013 increase to \$1500 annually
- b. July 1, 2014 increase to \$1750 annually
- c. July 1, 2015 increase to \$2000 annually
- d. July 1, 2016 No increase

Section 16. Holidays

All employees covered by this Memorandum of Understanding shall be paid additional compensation for holidays at the straight-time daily rate of 1/14.44 of their regular salaries. (see pay schedule/s on Appendix A) In addition, one (1) floating holiday to be scheduled by mutual agreement between the employee and his or her Department Head or designated representative, to be taken during each year. The employee may take this floating holiday only after completion of twelve (12) months' service with the City.

Section 17. Vacation

17.1 Vacation Scheduling

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

17.2 Vacation Benefits

Effective October 1, 2021 upon implementation of the new Enterprise Resource Planning System, Tyler Munis, or if implementation is postponed upon 30 days' notice to the Association the City will convert its vacation accumulation system from a per pay period based accrual system to an hour for hour based accrual system with accrual earned for each hour paid. Paid hours include 4850 payments but exclude hours paid for overtime, temporary disability or paid by other outside resources.

Every employee, on the most recent anniversary date of their employment shall be entitled to accrue vacation as follows:

APOA Vacation Accrual – 40 Hour Week				
Years of Service	Annual Accrual (Days)	Annual Accrual (Hours)	Per Pay Period Accrual*	Hourly Accrual Rate
1 - <2	10	80	3.0769	0.0385
2 - <3	11	88	3.3846	0.0423
3 - <4	12	96	3.6923	0.0462
4 - <5	13	104	4.0000	0.0500
5 - <6	18	144	5.5385	0.0692
6 - <7	19	152	5.8462	0.0731
7 - <8	20	160	6.1538	0.0769
8 - <9	21	168	6.4615	0.0808
9 - <10	22	176	6.7692	0.0846
10 - <12	23	184	7.0769	0.0885
12 - <14	24	192	7.3846	0.0923
14 - <15	25	200	7.6923	0.0962
15 - <16	26	208	8.0000	0.1000
16 - <17	27	216	8.3077	0.1038
17 - <18	29	232	8.9231	0.1115
18 - <20	31	248	9.5385	0.1192
20 - <23	33	264	10.1538	0.1269
23+	35	280	10.7692	0.1346

For the purposes of this Section, a work week is 40 hours and a working day is 8 hours.

17.3 Vacation Accumulation

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

Section 18. Sick Leave

18.1 Sick Leave Benefits

Effective October 1, 2021 upon implementation of the new Enterprise Resource Planning System, Tyler Munis, or if implementation is postponed upon 30 days' notice to the Association the City will convert its sick leave accumulation system from a per pay period based accrual system to an hour for hour based accrual system with accrual earned for each hour paid. Paid hours include 4850 payments but exclude hours paid for overtime, temporary disability or paid by other outside resources. Employees shall accrue at the following rate:

Standard Work Week	Annual Accrual (Days)	Annual Accrual (Hours)	Per Pay Period Accrual*	Hourly Accrual Rate
40	12	96	3.6923	0.0462

* Accrual method discontinued upon implementation of Tyler Munis ERP system.

Earned sick leave not used may be accrued and carried over from year-to-year without limitation. Sick leave usage shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity of actual sickness or disability. Charge of sick leave shall be on the basis of one (1) hour used; provided, however, that sick leave shall be charged for only those hours when the employee is absent from work. In no event shall sick leave be converted into a cash bonus except as provided in section 14.2(b) of this MOU. Sick leave may not be used before it is earned.

18.2 Notification Requirement

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

18.3 Doctor's Certificate or Other Proof

To the extent permitted by law and at any time after an employee has used at least fifty percent (50%) of their annual sick leave accrual in a calendar year, the employee may be required to file a doctor's certificate or an advice nurse statement certifying that they are not able to perform the duties of employment.

18.4 Family Sick Leave

Except as provided below, an employee may use up to one-half of their annual sick leave accrual in any calendar year to attend to the illness of a child, parent, spouse or domestic partner.

Where an employee is on an approved protected leave (FMLA/CFRA related to a family illness), they may use up to 12 work weeks of sick leave to care for the family member. For example, an employee who works 40 hours per week will be entitled to use 480 hours of sick leave while on an approved family related protected leave to care for their 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 purposes 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.

18.5 Incentive program for employees not using sick time.

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

Section 19. Leaves of Absence

19.1 Leave Without Pay

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

19.2 Jury Duty

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

19.3 Military Leaves of Absence

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

19.4 Family Medical Leave

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

19.5 Industrial Disability Leave

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

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

19.6 Funeral Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. (Five (5)

days for the purposes of spouse, parent or child). This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on leave of absence, layoff, or sick leave.

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

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

19.7 Catastrophic Leave Bank

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

Eligibility

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

Benefits

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

Retention Pay

Time in Catastrophic Leave paid status will not qualify for continuous service for determination of Retention Pay. However, upon return to active duty, the continuous service prior to the employee's Catastrophic Leave will be bridged with the employee's subsequent continuous regular service. A Retention Pay level in place at the onset of a Catastrophic Leave will continue for the duration of the Catastrophic Leave.

Suspended Special Pays

The following Special Pays will be suspended while an employee is on Catastrophic Leave:

Holiday-in-Lieu Pay, Uniform Allowance, Equipment Pay, Bilingual Pay, and duty assignment pays such as Field Training Officer (FTO) Pay and Canine Pay.

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 20. Probationary Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a

new employee to his position and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for a Police Officer is twenty-four (24) months, and a Police Sergeant six (6) months.

These periods are normally considered sufficient to observe and evaluate an employee's performance of their full range of duties and responsibilities required in their position during "active duty". These periods may be extended for extended leaves of absence (including illness, injury or maternity leave) or limited duty. Extended leaves of absence or limited duty are not credited towards completion of the probationary period. In the event of extended leaves of absence, or periods of limited duty, in excess of fourteen (14) calendar days, the City may extend the probationary period by an equal amount upon prior written notification to the employee. The City may also extend a probationary period up to a maximum of six (6) months upon mutual written agreement with the employee. These provisions shall apply only to those employees hired or promoted on or after July 1, 1991.

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

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

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

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

When a promotional reduction is made in the Police Department, demotions shall be made in the inverse order of seniority in classification. An employee being demoted shall be placed in the classification he or she last held prior to the classification from which he or she is being demoted. Time spent in the higher classification shall be treated as seniority time in the lower classification to which the employee is demoted for purposes of calculating seniority in that lower classification.

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

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

the expiration of the appropriate period of eligibility.

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

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

Section 22. Discharge or Discipline

22.1 Right of Discharge or Discipline

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

22.2 Appeals

If an employee feels he or she has been unjustly discharged, he or she shall have the right to appeal his or her case through the appropriate procedure (Section 24.4). Such appeal must be filed with the City Manager or the Civil Service Board by the employee in writing within five (5) working days from the date of discharge and unless so filed the right of appeal is lost.

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

Section 23. Personnel Files

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

Section 24. Grievance Procedure

Definition of a Grievance

A grievance is any dispute arising during the term of this Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of Understanding including disputes over termination of non-probationary employees, demotions, reduction in grade and suspensions without pay. Discipline not involving termination, demotion, reduction in grade or suspension without pay is not subject to the Arbitration provisions.

24.1 Initial Discussion

Any employee or Association representative shall discuss a grievance with the Chief of Police or with such subordinate management official as the Chief of Police may designate.

24.2 Referral to City Manager

If the grievance is not resolved within the Department, the employee or Association 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 24.1 and which remains unresolved thirty (30) calendar days after it has been submitted in writing referred to arbitration.

24.3 Arbitration

If arbitration is requested, representatives of the City and the Association 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 Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Decisions of 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.

24.4 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 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.

24.5 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.

24.6 Disciplinary Action

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

Section 25. Outside Employment

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

Section 26. Miscellaneous

26.1 Residence

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

26.2 Compensation of Property Damaged in the Course of Employment

The City shall compensate an employee up to One Hundred Dollars (\$100.00) per year for the repair or replacement of a watch damaged in the course of the performance of the employee's duties with the City of Alameda and replace in kind an employee's glasses damaged or broken in the course of the performance of the employee's duties with the City of Alameda and shall abide by Alameda Police Department Policy 700 (Department Owned and Personal Property).

26.3 Safety Glasses

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

26.4 Safety Equipment

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

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

The City shall provide at City expense to every new officer a soft body armor vest. Every officer while assigned to uniformed patrol/operations shall as a condition of employment wear such vest.

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

26.5 Special Assignments

The City will abide by Alameda Police Department Policy 1004 (Special Assignment Selection) during the term of this Memorandum of Understanding.

26.6 Bilingual Pay

In accordance with the City's Bilingual Pay Policy, the Police Department will designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential is \$100 per month.

26.7 Drug Free Work Place and Family Leave

The parties agree to the City's Drug Free Work Place Policy and Family Leave Policy.

26.8 Seat Belts

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

26.9 Police Officer Recruit

The parties agree that Police Officer Recruit is a non-safety position for the purposes of retirement and workers compensation.

26.10 Meals

The meal allowance is \$25, payable to the employee when four (4) or more hours is worked contiguous with the employee's regular work shift. Meal allowance is not paid for day off court overtime received pursuant to section 11.8,

26.11 Canine Assignment Pay

The parties estimate that the time spent by canine officers in all aspects of the care, feeding, exercise, transport to/from work and maintenance of their canines amounts to 5 hours per week. This amount is a good faith estimate, intended to be comprehensive, accurate and inclusive of all pertinent facts.

The base hourly rate of pay for all off-duty canine care performed by canine handlers is \$8.00 effective January 1, 2008, with an overtime rate of \$12.00 per hour. Accordingly, the full compensation due officers for the performance of their off-duty canine responsibilities is \$120.00 biweekly. The base hourly rate is subject to change according to the higher of State or Federal minimum wage rates. (see pay schedule/s on Appendix A)

If and when employee performs any extraordinary work involving the dog, employee shall report such work immediately to employer within 24 hours. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinarian care and any work which causes a substantial increase in work beyond what is compensated pursuant to paragraph 1.

26.12 FTO Pay

Employees assigned as Field Training Officers by the Chief of Police will receive \$95 per day for the duration of the assignment, the length of such assignment as determined by the Chief.

The supervising Sergeant in charge of field training shall receive \$50 per week stipend during an 18 week field training cycle.

26.13 Equipment Pay

Effective October 4, 1988 all sworn personnel will receive \$100 per year to maintain and replace as needed their protective vest, rain gear and flashlight.

Section 27. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. Upon such invalidation the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

Section 28. Past Practices an Existing Memoranda of Understanding

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

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

Section 29. Officer Retention

29.1 During the term of this MOU, the City will not reduce the number of sworn officers (88) during the life of the Alameda Fire Department SAFER Grant. As part of every FY midyear budget review the City will look at savings to fund additional police officer positions.

SIGNATURE PAGE

**MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
ALAMEDA POLICE OFFICERS ASSOCIATION
December 19, 2021 – June 30, 2025**

**ALAMEDA POLICE OFFICERS
ASSOCIATION**

CITY OF ALAMEDA

By _____
Kevin Horikoshi, APOA President

By _____
Eric J. Levitt, City Manager

By _____

APPROVED AS TO FORM:

By _____
Mark O'Connell
Representative for APOA

APPROVED AS TO FORM

By _____
Yibin Shen, City Attorney

AGREEMENT
TRANSFERRING 1082 PENSION SYSTEM MEMBERS TO PERS

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

RECITALS:

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

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

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

- 1) As soon as practicable all current retirees and all current active and future employees covered by the 1082 Plan will be transferred to the PERS Safety, 2% at 50 full formula as provided in Section 21252.01 of the Government Code of the State of California, including the following optional benefits:
 - a) Section 20024.2 (One Year Highest Compensation)
 - b) Section 20835.1 (Limit Prior Service to Members Employed on Contract Date)
 - c) Section 21361.5 (Local System Service Credit)
 - d) Section 20862.8 (Credit for Unused Sick Leave) and (non-restricted accrual of sick leave)
 - e) Section 21263 and 21263.1 (Post-Retirement Survivor Allowance)
 - f) Section 21266 (Post-Retirement Survivor Allowance to Continue After Remarriage)
 - g) Section 21382.4 (Third level of 1959 Survivor Benefits). Employer will pay employer contribution.
- 2) Upon the City transferring the 1082 Plan to PERS, the IRS will

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

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

Employees who are members of the Public Employees' Retirement System (PERS) may participate in a PERS "Pick-Up Program". Said Program operates under the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to PERS paid by the City of Alameda on behalf of said employees.

The City shall contribute to PERS each pay period a portion of the employee contribution rate as established by law equal to nine percent (9%) of the employee's "compensation" as that term is administered by the Board of Administration of PERS.

Contributions made pursuant to this section shall be reported to PERS as "employee contributions being made by the contracting agency." The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board determines that such contributions are taxable income subject to withholding.

Each employee is solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

Except as set forth in the following paragraphs the aforesaid contribution shall be considered solely for the purpose set forth herein and shall not be considered for any other purpose including, but not limited to, being considered as part of any employee's salary for the purpose of computing straight-time earnings, compensation for paid leaves, compensation for overtime worked, compensation benefits and the City's contribution to PERS.

Any employee who has attained the age of forty-five (45) may elect to convert the said City-paid employee contribution to PERS to a salary increase of the same amount. Such election shall be irrevocable, must be made in writing and received by the Personnel Director, and shall become effective on the first of the month

"Sec 3 deleted circa July 1994"

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

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

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

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

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

a. 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.

- 5) Any monies left in the 1082 Fund after the necessary funds have been transferred to PERS will be administered by the 1082 Pension Board to fund Health & Welfare (e.g. medical and dental) benefits for eligible retirees and dependents formerly members of the 1082 Pension System. Any other use of these monies would be a subject of negotiation with the Alameda Police Association and IAFF Local 689 representatives and would require their concurrence.
- 6) An individual Member who is retired from the City of Alameda under 1082 may make an irrevocable election to remain in the 1082 Plan. The existing benefits of the individual Member of the 1082 Plan at the time of election shall remain in full force and effect, without additions or deletions. Such election shall be made in writing to the City's Personnel Director and be made within 15 days from the date of the receipt of the Notice of Election.
- 7) This Agreement shall be effective upon ratification of all PERS transfer/contract amendment requirements. Non-restricted accrual of sick leave for purposes of Optional Benefit Section 20862.8 shall be effective as of January 1, 1990.

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

CITY OF ALAMEDA,
a municipal corporation

BY: William C Norton

APPROVED AS TO FORM:

Heath M. Lay
CITY ATTORNEY (acting)

Members of the 1082 Pension System

BY: Bruce A Edwards
Authorized Representative

ATTEST:

Dennis B. Lebel

BY: Mike EDO
Authorized Representative

BY: Mark Emmett
Authorized Representative

BY: Michael Edwards
Authorized Representative