

CITY OF ALAMEDA RESOLUTION NO. _____

APPROVING LETTER OF UNDERSTANDING BETWEEN THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 689,
AND THE CITY OF ALAMEDA

WHEREAS, a proposed Letter of Understanding between the International Association of Firefighters, Local 689 (IAFF) and the City of Alameda clarifying provisions of the memorandum of understanding from December 19, 2023 to December 31, 2025, and July 1, 2025 to June 30, 2027 (“MOU”) has been submitted to this Council; and

WHEREAS, compensation used in pension calculations under the California Public Employees’ Retirement Law (PERL) must meet specific requirements in Title 2 California Code of Regulations sections 571 and 571.1; and

WHEREAS, clarifications to the IAFF MOU related to acting procedures and pay, holidays, and career development incentive program are necessary to comply with the PERL; and

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

WHEREAS, the Council of the City of Alameda has considered the financial impact of the proposed Letter of Understanding on various City funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that said Council hereby approves and adopts the Letter of Agreement, in the form attached hereto as Exhibit “A” and incorporated herein by this reference; and

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

EXHIBIT A

Letter of Agreement
Between
The City of Alameda
And

International Association of Firefighters, Local 689 (IAFF)

Regarding MOU Section 11.5 Acting Procedures and Pay, Section 16 Holidays, Section 25.4 Career Development Incentive Program, and Appendix "C" Career Development Incentive Program

Subject to approval by the authorized representatives of the City of Alameda (the City) and the International Association of Firefighters, Local 689 ("IAFF") (collectively, "Parties"), this letter of agreement clarifies specific provisions of the December 19, 2023 to December 31, 2025 Memorandum of Understanding between the Parties ("MOU"), and the January 1, 2026 to December 31, 2027 MOU between the Parties to comply with the Public Employees' Retirement Law, and other applicable statutes and regulations, for use in the calculation of pension benefits through the California Public Employees' Retirement System.

Section 1. Subsection 11.5 (Acting Procedures and Pay) of Section 11 (Overtime, Call Back, Acting Pay, Compensatory Time) is revised in its entirety to incorporate clarifications as follows:

"11.5 Acting Procedures and Pay

An employee assigned 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."

Section 2. Section 16 (Holidays) is revised in its entirety to incorporate clarifications as follows:

Section 16. Holidays

Effective December 19, 2023, any employee regularly assigned and working a fifty-six (56) hour work schedule, will be paid additional compensation for holidays at the straight-time daily rate of 4.99% of their regular salary. Effective the first full pay period in January 2024, any employee regularly assigned and working a fifty-six (56) hour work schedule, will be paid additional compensation for holidays at the straight-time daily rate of 6.92% their regular salary. Holiday compensation is in recognition of the fact that employees on a fifty-six (56) hour work schedule experience required scheduled staffing without regard to holidays, where employees are regularly scheduled to work on holidays as a part of their normal full-time schedules and are paid in lieu of time off during the following approved holidays:

- New Year's Day, January 1st
- Martin Luther King, Jr. Day, Third Monday in January
- Presidents Day, Third Monday in February
- Memorial Day, Last Monday in May
- Independence Day, July 4th
- Labor Day, First Monday in September
- Veteran's Day, November 11th
- Thanksgiving Day, Fourth Thursday in November
- Day After Thanksgiving, Fourth Friday in November
- Christmas Day, December 25th

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, Jr. Day'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.

Any additional compensation for infrequent suppression shifts described in this section shall not be reported to CalPERS as compensation earnable, consistent with the definitions and requirements set forth in the California Public Employees' Retirement Law (PERL) and applicable CalPERS regulations. The additional half-time (1/2) pay above straight time does not qualify as holiday pay special compensation for the purposes of CalPERS pension calculations.

Effective February 22, 2026, any employee regularly assigned and working a fifty-six (56) hour work schedule, will be paid additional compensation for holidays at the straight-time daily rate of 6.92% their regular salary. Holiday compensation is in recognition of the fact that employees on a fifty-six (56) hour work schedule experience required scheduled staffing without regard to holidays, where employees are regularly scheduled to work on holidays as a part of their normal full-time schedules and are paid in lieu of time off during the following approved holidays:

- New Year's Day, January 1st
- Martin Luther King, Jr. Day, Third Monday in January
- Presidents Day, Third Monday in February
- Memorial Day, Last Monday in May
- Juneteenth, June 19th
- Independence Day, July 4th
- Labor Day, First Monday in September
- Veteran's Day, November 11th
- Thanksgiving Day, Fourth Thursday in November
- Day After Thanksgiving, Fourth Friday in November
- Christmas Day, December 25th

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 fourteen (14) holidays are New Years Day, Martin Luther King, Jr. Day's Birthday, President's Day, Memorial Day, Juneteenth, 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. Any additional compensation for infrequent suppression shifts described in this section shall not be reported to CalPERS as compensation earnable, consistent with the definitions and requirements set forth in the California Public Employees' Retirement Law (PERL) and applicable CalPERS regulations. The additional half-time (1/2) pay above straight time does not qualify as holiday pay special compensation for the purposes of CalPERS pension calculations."

Section 3. Subsection 25.4 (Career Development Incentive Program) of Section 25 (Miscellaneous) is revised in its entirety to incorporate clarifications as follows:

“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 which enhances an employee's ability to perform the duties of their position. The City has implemented a program to verify the relevance and benefit of such achievements.

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.

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
 - Technical Rescue Technician

 - Shift Trainer Coordinator

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 certified as a Community Paramedic; or
- Be qualified to act in a classification above Firefighter; or

- Be promoted to Apparatus Operator, 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.”

Section 4: Appendix “C” – Career Development Incentive Program is removed in its entirety.

Section 5. Except as expressly modified by this letter agreement, the provisions of the MOU shall remain unchanged. This letter agreement will expire with the term of the MOU.

This letter agreement is hereby executed by the authorized representatives of the Parties on the date specified.

Dated: _____, 2026.

Adam Politzer, City Manager

Byong Kim, IAFF President

Juan Medrano

Ty Zollner

Philip Fernandez

APPROVED AS TO FORM:

By:

Douglas W. McManaway,
Assistant City Attorney

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 17th day of March 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this 18th day of March 2026.

Lara Weisiger, City Clerk
City of Alameda

APPROVED AS TO FORM

Yibin Shen, City Attorney
City of Alameda