



## **MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF ALAMEDA**

**And**

**ALAMEDA POLICE OFFICERS ASSOCIATION  
NON-SWORN UNIT**

| July 1, 202~~5~~2 – June 30, 202~~5~~7

**MEMORANDUM OF UNDERSTANDING**  
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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF ALAMEDA**  
**And**  
**ALAMEDA POLICE OFFICERS ASSOCIATION NON-**  
**SWORN UNIT**

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 July 1, 202~~5~~<sup>2</sup> and ending June 30, 202~~5~~<sup>2</sup>.

**Section 1. Recognition**

**1.1 Employee Recognition**

The Alameda Police Officers Association Non-Sworn bargaining unit for the classifications listed in Appendix A, is represented as members of the Alameda Police Officers Association. The parties have met and conferred and agreed that the City may "privatize" the jail operation at the Employer's sole discretion.

**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 City of Alameda, hereinafter referred to as the "City" in employer-employee relations, as provided in Resolution No. 15735 adopted by the City Council on January 19, 2021.

**Section 2. Unit Security**

**2.1 Dues Deduction**

Payroll deductions for membership dues shall be granted by the City only to the Unit. 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 Unit 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 Unit certified as the recognized representative of the unit to which such employees are assigned.

(3) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Unit 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 Unit dues deduction.

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

### **Section 3. Unit Representatives**

City employees who are official representatives of the Unit shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services. Such employee representatives shall submit a written request for excused absence to the Chief of Police 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 Unit and their officially designated representatives for the purpose of processing grievances or contacting members of the 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 Unit, 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 Unit or their representatives may, with the prior approval of the City Manager, be granted 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 purpose or 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.

#### **Section 6. Bulletin Boards**

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

- (1) All materials must be dated and must identify the Unit 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 Unit use.
- (4) If the Unit 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 Unit 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 such body 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 Unit, 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.

#### **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.

## **Section 10. Hours of Work**

The workweek consists of forty (40) hours and 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.

### **~~10.1 Shift Bid~~**

~~In January of 2019, or as soon thereafter as is reasonably possible, at the request of the City, the parties agree to meet and confer in good faith about changes to the Shift Bid process. These discussions will primarily focus on the administration and process of bidding for a shift, and may include changes to Vacation Scheduling (Section 17.1).~~

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

### **11.1 Overtime Authorization**

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

### **11.2 Definition of Overtime**

Any mandatory time worked other than the non-exempt employee's regularly scheduled shift shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

If there is an operational business requirement for an employee to work outside of their regularly scheduled shift, the employee may request and with management

approval, adjust their scheduled work shift's start and stop times.

### **11.3 Call Back**

If an employee is called back to work, ~~they~~~~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 ~~their~~~~his or her~~ regular starting time and is worked from the time ~~they~~~~he or she~~ reports to ~~his or her~~~~their~~ regular starting time.

This Section 11.3 is governed by the Police Department's July 11, 1988 memo regarding Call Back Pay Policy.

### **11.4 Acting Pay**

An employee who is assigned by the employee's supervisor and approved by the Chief of Police and the City Manager to fully perform a job in a higher 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%) nor above the top step of the higher classification.

Employees receiving acting pay shall be immediately eligible to receive paid leave at their acting assignment pay rate. This does not apply to employees receiving additional duty pay.

### **11.5 Training**

If a Police Technician is required by the Department or by state law to attend a training class on ~~his or her~~~~their~~ regular day off, or on ~~his or her~~~~their~~ regular workday but not contiguous with ~~their~~~~his or her~~ regular shift, ~~they~~~~he or she~~ shall be guaranteed a minimum of two (2) hours' overtime at the overtime rate of pay. If a Police Technician is required by the Department to attend a training class contiguous with ~~their~~~~his or her~~ regular duty shift, ~~they~~~~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.

### **11.6 Compensatory Time**

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

Maximum Compensatory Time accrual is eighty (80) hours.

### **11.7 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 four (4) hours' overtime computed at time and one-half (1-1/2). Overtime in excess of the minimum two (2) hours' or contiguous with a work shift will be computed at time and one-half (1-1/2) for actual time involved.

### 11.8 Administrative Leave

The Public Safety Communications Supervisor shall be provided with 40 hours of Administrative Leave on the first paycheck after January 1<sup>st</sup> and 40 hours of Administrative Leave on the first paycheck after July 1<sup>st</sup> of each year. Unused leave will be cashed out on the last paycheck -at the end- of the fiscal year. Administrative Leave will be prorated based on the employee's hire date.

~~Effective July 1, 2022 and each~~ On the first paycheck after July 1<sup>st</sup> ~~thereafter~~, the Public Safety Communications Supervisor shall also be provided an additional 40 hours of Administrative Leave that must be used by the last paycheck end of each fiscal year. Any unused time from this additional 40 hours of Administrative Leave will be forfeited and cannot be cashed out.

## **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.~~

~~Effective the first full pay period after July 1, 2022, employees employed by the City shall receive a four and half percent (4.5%) wage increase.~~

~~Effective the first full pay period after July 1, 2023, employees employed by the City shall receive a three and half percent (3.5%) wage increase.~~

~~Effective the first full pay period after July 1, 2024, employees employed by the City shall receive a two and half percent (2.5%) wage increase.~~

The salary range for each classification shall be as set forth in Appendix A.

Wage increases for the term of this MOU will be based upon the Base Revenue Index (BRI). The BRI is defined as one-half (i.e., 50%) of the year-over-year rate of growth measured between the two most recent successive fiscal years of the combined dollar amount of the following four local Alameda taxes:

- Property Tax
- 1% Bradley-Burns Sales Tax
- Utility Users Tax
- Transient Occupancy Tax

Wage increases for 2025 will be based upon the BRI from fiscal year 2023-2024 and 2024-2025, with a minimum increase of 1% and a maximum of 5.0%. The minimum 1% increase to base wages will take effect the first full pay period after July 1, 2025. Following the finalization of BRI calculations in September 2025, but no later than September 30, 2025, any additional increase to base wages will be implemented retroactively to the first full pay period following July 1, 2025.

Wage increases for 2026 will be based upon the BRI from fiscal year 2024-2025

and 2025-2026, with a minimum increase of 1% and a maximum of 5.0%. The minimum 1% increase to base wages will take effect the first full pay period after July 1, 2026. Following the finalization of BRI calculations in September 2026, but no later than September 30, 2026, any additional increase to base wages will be implemented retroactively to the first full pay period following July 1, 2026.

## **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 that 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 Chief of Police 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.

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

The seventh step, where applicable, shall be paid upon satisfactory completion of one year of paid status at the sixth step.

Raises to each of these steps shall be automatic unless an unsatisfactory service rating report is made. Following an unsatisfactory service rating report, a raise may be delayed by the Chief of Police 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 the Chief of Police 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 Chief Financial Officer, 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.

#### **12.5 Deferred Compensation**

Employees may participate in the City's voluntary deferred compensation program (457 Plan). For employees who have completed one year of service with the City, the City will make a contribution into the employee's account of one percent (1.0%) of the employee's base salary if the employee contributes at least one-half of one percent (0.5%) towards their 457 Plan account. The maximum City contribution will be 1.0%. The City's contribution will go into effect the first full pay period after the employee completes their first year of service with the City. For employee contributions, the City will make payroll deductions and transmit funds to the administrator. The City makes no representation on the merit of the plan or any investment products or instruments, which may be offered by the plan. The individual participant is responsible to evaluating the investment options with the plan. The City currently contracts with the ICMA-RC, Nationwide and CalPERS (VOYA) to provide a 457 program.

#### **12.6 Equity Adjustment**

Effective the first full pay period after July 1, 2025, PANS represented employees employed by the City in the following classifications of Public Safety Communications Supervisor (4070) and Animal Control Officer (4095) shall receive an equity salary increase of 3.0% of base pay of:

- Senior Public Safety Dispatcher – 4.43% of base pay
- Animal Control Officer – 7.72% of base pay
- Public Safety Dispatcher – 2.04% of base pay

#### **12.7 Retention Pay**

Upon the satisfactory completion of five (5) years of continuous service with the Alameda Police Department, Public Safety Dispatchers', Senior Public Safety Dispatchers' and Public Safety Communications Supervisor'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, Public Safety Dispatchers', Senior Public Safety Dispatchers' and Public Safety Communications Supervisor'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%).

#### **12.8 ~~Covid Recognition Pay~~ One-Time Healthcare Premium Cost Offset**

~~Beginning the month of July 2022, all Association members who were required to report to work on-site during the City's COVID State of Emergency, based on confirmation by their Department Director, and employed by the City as of July 1, 2022, shall receive a fixed \$200 per month payment through June 2023 while still employed. This payment is in recognition of employees' work maintaining City services and function throughout the City's COVID State of Emergency. This is a one-time recurring pay and shall not be considered as part of an employees' pensionable earnings and is not available for cash out at separation.~~

In recognition that the cost of healthcare premiums over the last three years has significantly outpaced the overall rate of inflation requiring members to pay increasingly more out-of-pocket for health insurance, all Association members employed by the city as of July 1, 2025 shall receive a one-time, fixed \$1,000 healthcare premium offset payment in the first full pay period following July 1, 2025.

All Association members employed by the city as of July 1, 2026, shall also receive a one-time, fixed \$1,000 healthcare premium offset payment in the first full pay period following July 1, 2026.

Both years' healthcare premium offset payments shall be considered as one-time earnings and shall not be considered as part of an employee's pensionable earnings.

#### **~~12.9 Night Shift Pay Differential~~**

~~The City agrees to meet and confer, at the request of Association, on the implementation of a 5% night shift differential for Public Safety Dispatchers and Senior Public Safety Dispatchers.~~

### **Section 13. Health and Welfare**

#### **13.1 Flexible Benefit Amount**

- a. The City has contracted with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for employees covered by this Memorandum of Understanding, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS.

The City has established a Flexible Benefit Amount for each full-time regular employee who is eligible to enroll in one of the PERS medical insurance plans offered by the City. The City's contribution to the Flexible Benefit Amount includes the current PEHMCA statutory minimum contribution, which as of 1/1/20~~25~~<sup>18</sup> is one hundred ~~fifty-eight~~<sup>thirty-three</sup> dollars (~~\$158.00~~<sup>\$133.00</sup>) per month per current eligible employee who subscribes for coverage in one of the PERS medical insurance plans offered by the City. During the term of this MOU and until a successor agreement is reached, the Flexible Benefit Amount agreed to by the parties includes the PEHMCA minimum contribution.

- b. Through the term of this agreement the City shall contribute the maximums listed below. Employees who elect not to enroll in one of the City's health plans and show proof of enrollment in an alternative plan, shall receive \$106.15 per pay period while waiving coverage.

The maximum medical premium contribution rates for 2025 are as follows:

<u>Waiver of Coverage:</u>	<u>\$106.15 per pay period</u>
<u>Single Party (Employee Only):</u>	<u>\$1,284.74 per month</u>



Two-Party (Employee +1 Dependent): \$2,236.84 per month  
Family (Employee +Family): \$2,808.11 per month

Effective January 1, 2026, and every January 1st thereafter, during the term of this agreement, the City will increase the City Contribution to the medical premium to reflect 50% of the increase in 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 \$106.15 per pay period cash-in-lieu of coverage rate shall not change.

~~b. Effective January 1, 2019, and through the term of this MOU the City shall contribute up to a maximum contribution per month per eligible employee toward the Flexible Benefit Amount as follows:~~

<del>Employee w/o Medical – Cash Back</del>	<del>\$230.00</del>
<del>Employee only</del>	<del>\$952.11</del>
<del>Employee and one dependent</del>	<del>\$1,904.21</del>
<del>Employee and two or more dependents</del>	<del>\$2,475.48</del>

\*The amounts indicated above do not include Life Insurance or Dental Insurance premiums which are paid by the City separately. The amounts indicated above do include the PEHMCA statutory minimum contribution as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

In the event an employee enrolls in a PERS plan that is more than the City's contribution to the Flexible Benefit Amount, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

~~If no medical benefits are selected, upon proof of coverage through their spouse, the Flexible Benefit Amount credited to the employee will be at the 0-Party rate of \$230 per month.~~

Each employee shall be responsible for providing immediate written notification to the Human Resources Department of any change to the number of ~~his/her~~ their dependents, which affects the amount of the City payment to the Flexible Benefit Amount. 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~~ they are ~~is~~ entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to ~~their~~ his/her Flexible Benefit Amount. In accordance with PERS regulations, 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 Director. No retroactive increases to the City's payments shall be allowed.



### **13.2 Dental**

The City shall make the necessary contributions per month per eligible employee toward the Flexible Benefit Amount to provide the dental plan to the employee and eligible dependents. This coverage will be mandatory for all employees. Any change in the premium shall cause a like change in the Flexible Benefit Amount. The dental plan is \$2600/\$2500 plan per employee and eligible dependents for annual dental care and lifetime orthodontic care.

### **13.3 Life Insurance**

The City shall make the necessary contributions per month per eligible employee to provide each employee with a Fifty Thousand Dollar (\$50,000.00) life insurance program. This coverage will be mandatory for all employees.

### **13.4 Health and Welfare Study**

During the term of this agreement, the City may propose alternate medical providers, to replace the CalPERS program. The bargaining unit will be notified of any proposed change in advance and will be allowed the opportunity to meet with the City prior to making any such change. If negotiations are requested regarding the change, PANS agrees to participate in a coalition format. In the event cost savings are realized as a result of a change in plans, the application of such savings will be subject to negotiations.

### **13.5 Employee Assistance Program (EAP)**

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

### **13.6 Long Term Disability (LTD) Plan**

The City will provide a paid for LTD insurance plan at no cost to all employees covered under this MOU. The City shall contribute up to one Dollar and Twenty Cents (\$1.20) per One Hundred Dollars (\$100.00) of an employee's monthly salary up to Twenty-five Dollars (\$25) per month per employee to provide the Long Term Disability Insurance Program.

### **13.7 ACA Reopener**

The parties agree to meet and confer through the impasse process, upon the request of the city, to negotiate changes to the City's health plans for only those plans that trigger excise tax liability as "Cadillac plans" under the Affordable Care Act. The City's request to meet and confer with the Association may be made at any point within the term of this agreement but not less than 60 days prior to the start of open enrollment for the plan year in which the excise tax is set to take effect.

## **Section 14. Retirement Plan**

### **14.1 California Public Employees Retirement System (CalPERS) Classic Membership**

Employees hired with the City prior to January 1, 2013 or those who are eligible for reciprocity in the CalPERS or public retirement system (as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance

and who are classified as classic members will be eligible for:

The Retirement Plan as constituted on October 1, 2001 between the City and Public Employees Retirement System. This plan shall be maintained at the current benefit level, for the duration of this Memorandum of Understanding.

1. Effective April 1, 1997, the individual employees did and shall continue to make their own normal employee contributions to CalPERS, in the amount of 7%, and they shall have the option to have those payments tax deferred under IRS Policy and Rule 414(h) (2) unless the IRS or Franchise Tax Board indicates that such contributions are taxable income subject to withholding.
2. At the time of the City's withdrawal from the Federal Insurance Contribution Act (FICA) on January 1, 1983, each employee was entitled to the Public Employees Retirement System 1959 Survivors Benefit coverage. The City has amended its contract with CalPERS to provide for the option of 1959 Survivor Benefit third level coverage.
3. All employees were covered by the Public Employees Retirement System Survivors Continuance at the time of the City's withdrawal from the Federal Insurance Contribution Act (FICA).
4. The employees are covered by the 2% at Age 55 Retirement Formula. The City shall provide the CalPERS single highest year retirement benefit.
5. Cost Sharing – Miscellaneous Classifications

The City shall contract with CalPERS for Variable Rate Cost Sharing of up to the Permanent Cost Share of 1.868% under Government Code Section 20516(a), based on the optional benefits established in the Miscellaneous Plan of the City's contract with CalPERS for the 2%@55 and One-Year Final Compensation Optional Benefits. In addition to the current 7% employee contribution, employees in the Miscellaneous Classifications covered by this MOU shall contribute an additional 1.868% of the employee's PERSable earnings towards the employer retirement contribution. This 8.868% contribution shall be 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.

#### **14.2 CalPERS New Membership**

For employees hired on or before January 1, 2013 or for those who are classified as "new" members of CalPERS as defined by Public Employees' Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of 2% @ 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA, these employees and the City are each responsible for paying one-half of the normal cost of this retirement plan.

#### **14.3 CalPERS Additional Service Credit**

The City provides for additional service credit for unused sick leave through Section 20862.8 of the California Government Code.

#### **14.4 Retirement Health Savings Account**

The parties agree to meet and confer during the term of this contract over the establishment of an employee retirement health savings account.

### **Section 15. Uniform Allowance**

The uniform allowance shall be Nine Hundred Fifty Dollars (\$950).

Effective the first full pay period of January 2019, the uniform allowance shall increase by fifty dollars to One Thousand Dollars (\$1,000) per year paid biweekly.

Effective the first full pay period of January 2020, the uniform allowance shall increase by fifty dollars to One Thousand and Fifty Dollars (\$1,050) per year paid biweekly.

Effective the first full pay period of January 2021, the uniform allowance shall increase by fifty dollars to One Thousand and One Hundred Dollars (\$1,100) per year paid biweekly.

Effective the first full pay period of January 2022, the uniform allowance shall increase by fifty dollars to One Thousand and One Hundred Fifty Dollars (\$1,150) per year paid biweekly.

Employees are responsible for the maintenance, care, purchase and replacement of their uniforms.

### **Section 16. Holidays**

All employees covered by this Memorandum of Understanding shall be paid additional compensation for City recognized holidays with no option for time off, at the rate of .0779045 of their regular salaries paid on a biweekly basis. Holiday pay shall be administered as per 2 C.C.R. Sec. 571 (a) (5).

In addition, beginning on the first paycheck after July 1st each year, the City will provide all PANS members one Floating Holiday equal to 10 hours of time off. All Floating Holiday hours must be used by the last paycheck of each Fiscal Year ending June 30th.

### **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 and assignment in as reasonable a manner as possible. The City will post a final vacation schedule by January 1 of each year.

## 17.2 Vacation Benefits

Vacation benefits will be accrued on an hour for hour basis with accruals earned for each hour paid. **Paid time/ Status excludes any overtime and/or compensatory time worked.** Employees on original probation shall be eligible to use their accrued vacation after six (6) months of service. Every employee, on the most recent anniversary date of ~~his or her~~ their employment shall be entitled to a vacation as follows:

PANS Vacation Accrual – 40 Hour Week			
Years of Service	Annual Accrual (Days)	Annual Accrual (Hours)	Hourly Accrual Rate
0 - < 4	10	80	0.0385
4 - < 5	15	120	0.0577
5 - < 7	16	128	0.0615
7 - < 9	17	136	0.0654
9 - < 11	18	144	0.0692
11 - < 13	19	152	0.0731
13 - < 20	20	160	0.0769
20 - < 21	21	168	0.0808
21 - < 22	22	176	0.0846
22 - < 23	23	184	0.0885
23 - < 24	24	192	0.0923
24+	25	200	0.0962

## 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. 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 Benefits

. Employees shall accrue sick leave benefits as follows:

Employee's Standard Work Week	Hourly Accrual Rate	Maximum Yearly Accrual
40 Hours Per Week	.0462	96 Hours

Paid time excludes any overtime and/or compensatory time worked.

For the purposes of this Section, employees with a standard work week of 40 hours shall be entitled to earn 8 hours per month. Except as so limited, earned sick leave 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~~ their discretion, but shall be allowed only in case of necessity of actual sickness or disability. Charge of sick leave used shall be on the basis of one (1) hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned.

#### **18.2 Notification Requirement**

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

#### **18.3 Doctor's Certificate or Other Proof**

To the extent permitted by law and after consultation with the Human Resources Director or their designee, proof of illness in the form of a doctor's certificate or an advice nurse statement may be required at any time after an employee has used fifty percent (50%) of their annual sick leave accrual in a calendar year.

#### **18.4 Illness in the Immediate Family**

An employee may use up to one-half of ~~his or her~~ their annual sick leave allocation in any calendar year in the event of illness of a spouse, child, parent, or domestic partner. At the City's request, the employee will provide satisfactory evidence of the facts justifying such absence.

#### **18.5 Sick Leave during Probationary Period**

Employees on original probation shall be eligible to use their accrued Sick Leave upon employment.

### **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~~ their 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 ~~their~~<sup>his or her</sup> 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 Parental/Family/Medical & Other Statutory Leaves**

The provisions of Federal and State law regarding statutory leaves shall govern such leave of City employees.

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

When an employee is on an approved protected leave (FMLA/CFRA/PDL) related to their own illness or to care for an ill family member, they may use up to 12 weeks of sick leave. For example an employee who works 36 hours per week will be entitled to use up 432 hours of sick leave while on an approved protected leave related to their own illness or to care of an ill family member. The employee will be required to provide leave related documentation as requested by the City.

When an employee is on an approved protected leave for the purpose of Baby Bonding, the employee may use up to ten weeks of sick leave. For example, a 36 hour employee may use up to 360 hours of sick leave while on an approved protected leave for the purpose of Baby Bonding and then must use two weeks of other accrued leave for the remaining 2 weeks of protected leave.

Where an employee is eligible for and receives State Disability Insurance (SDI) for their own disability or where they are eligible for and receive Paid Family Leave (PFL) to care for a family member or for Baby Bonding, the City will integrate the SDI/PFL benefit with the employee's accrued leave. The employee will be required to provide information on the amount of their SDI/PFL benefit and will use only the accrued leave necessary to keep the employee whole.

## **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 leave with Workers' Compensation is to be automatic. For the purposes of this subsection, integration shall mean the use of accrued leave to supplement Workers' Compensation payments to the employee. An employee shall determine which of their accrued leaves will be used for integration. Available leaves for

integration include sick leave, vacation, holiday or compensatory time. Except for benefits as provided by the Workers' Compensation Laws of the State of California and except for allowing employees to integrate accumulated leave, no additional pay or salary replacement shall be provided by the City of Alameda to the employee.

The City reserves the right to withhold payment of any disability benefits until such time as 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 of the City of Alameda, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for and attend the funeral ~~and attend same~~, not to exceed three (3) regularly scheduled working days. (Five (5) days for the purposes of spouse, domestic partner, 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, any persons sharing the relationship of in loco parentis, brother, sister, niece, nephew, aunt, uncle, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents, ~~and~~ grandchildren, step-parent and stepchild where there is a child-rearing relationship, or step-sibling, or any living persons in the immediate household of the employee. At the request of the City, the employee will furnish a death certificate and proof of relationship.

For persons not listed as an immediate family member, employees may use other available accrued leave as is necessary to make arrangements for and attend the funeral, not to exceed three (3) regularly scheduled working days.

This provision shall be applied in compliance with federal, state and local law.

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 ~~they/he/she~~ can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. This donated time will be placed in a CLB and drawn down from the CLB by the eligible employee.

##### **Eligibility**

To be eligible for this benefit, the receiving employee must: 1) Be a regular full-time employee, 2) Have sustained or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, 3) Have exhausted all accumulated paid



leave including vacation, holiday, sick leave, and/or compensatory time off, 4) Be unable to return to work for at least 30 days or in the case of the condition affecting the immediate family member, that member must be in need of prolonged and significant personal care; and 5) Conformed with the requirements of the Family Medical Leave Act and/or Worker's Compensation.

#### Benefits

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

#### Guidelines for Donating Leave Credits to the Time Bank

- a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed ~~his/her~~ their initial City probationary period.
- b. Time donated will be converted from vacation or compensatory time to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not exceed three months; however, the Human Resources Director may approve an extension to six months total time.
- d. Initial leave time donations must be a minimum of one work shift. An employee cannot donate leave hours that would reduce ~~his/her~~ their 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 18.6.



- 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 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 their position and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for a Senior Public Safety Dispatcher is six (6) months and the probationary period for all other classifications is twelve (12) months. An employee's probationary period may be extended for up to six (6) additional months, with the approval of the Human Resources Director, to provide the employee with additional time to meet the required standards of work. Probationary period extensions beyond six months must be approved by the City Manager.

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.

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 they were promoted, unless the employee is rejected for reasons other than competency to perform the job in which they were promoted.

## **Section 21. Layoff**

### **21.1 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 ~~they he or she~~ last held prior to the classification from which ~~they he or she are 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.

Any employee who was hired by the City prior to July 1, 1978, and who has been in the service of the City for a period of six (6) years or more but less than fifteen (15) years shall receive five (5) working days' pay at the employees current rate of pay at the time of layoff. An employee with more than sixteen (16) years of service with the City shall receive ten (10) working days' pay at the employee's current rate of pay at the time of layoff.

## **21.2 Alternatives to Layoff**

The parties agree that if the City were faced with a need to reduce costs

and was planning to lay off employees, it would be appropriate for the parties to meet to discuss alternative cost reduction measures that could be taken. The objective would be to find steps that could be taken by the parties to eliminate the need for or reduce the extent of layoffs of bargaining unit members while preserving service delivery to the public.

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

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

## **Section 23. Personnel Files**

An employee or ~~their~~~~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 ~~their~~~~his or her~~ personnel file without prejudice to subsequent arguments concerning the contents of such documents. An employee shall have the right to respond within five (5) days in writing to any written material entered in the employee's personnel file. Such written response shall be included in the employee's personnel file.

## **Section 24. Grievance Procedure**

### **24.1 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 Adjustment Board and advisory Arbitration provisions.

#### **24.2 Initial Discussion**

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

#### **24.3 Referral to City Manager**

If the grievance is not resolved within the Department, the employee or Unit 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 may be referred to the Adjustment Board.

#### **24.4 Adjustment Board**

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

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

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

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

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

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

#### **24.5 Advisory Arbitration**

If advisory arbitration is requested, representatives of the City and the Unit 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

Unit and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

#### **24.6 No Abridgement of Other Rights of Appeal**

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

#### **24.7 Pay Claims**

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

#### **24.8 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~~their 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. Such reimbursement/replacement shall be in accordance with applicable Department policy.

**26.3 Educational Reimbursement and Educational Incentive**

The City shall continue the Education Reimbursement Program instituted on July 1, 1971 and revised August 26, 1971 as provided for in Appendix B of this MOU and the maximum reimbursement shall be \$750 each fiscal year.

**26.4 Bilingual Pay**

In accordance with the City's Bilingual Pay Policy, the Human Resources Department will designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential on a continuous basis is One Hundred Dollars (\$100.00) per month for active full time dispatchers.

**26.5 Drug Free Work Place**

The parties agree to the City's Drug Free Work Place Policy and Testing Procedure.

**26.6 Seat Belts**

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

**26.7 Training Assignment**

~~An employee assigned by the Chief of Police to a training assignment will receive Sixty Dollars (\$60.00) per day for the duration of the assignment. The length of such assignment shall be determined by the Chief of Police.~~

Employees assigned as Communications Training Officers by the Chief of Police will receive Sixty Dollars (\$60) per day for the duration of the assignment, the length of such assignment as determined by the Chief.

**26.8 Meal Allowance**

~~Effective following ratification of this agreement by PANS and adoption by the City Council, the meal allowance shall be consistent with the City-wide meal allowance for lunch and will be administered pursuant to appropriate Police Department regulations. 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 11.7.~~

**26.9 State Disability Insurance**

PANS membership elected to participate in the State Disability Insurance (SDI) program. Such SDI coverage is the sole economic responsibility of the employee, and the City shall not contribute toward the expense of that coverage. SDI deductions will be implemented as soon as administratively possible. In the event the Association wishes to discontinue this benefit in the future, the Association must notify the City in writing that a majority of its membership wishes to discontinue participation in the program. The parties will then meet to discuss how such discontinuation may occur.

**26.10 Catastrophic Leave and SDI Process**

In January of 2019, or as soon thereafter as is reasonably possible, the parties will commence meeting and conferring in good faith about changes to the Catastrophic Leave Bank (Section 19.7) and State Disability Insurance (SDI) (Section 26.9). These discussions will primarily focus on the administration and processing of Catastrophic Leave and State Disability Insurance.

#### **~~26.11 Implementation of New HRIS and Payroll System~~**

~~During the term of this agreement the City will implement a new HRIS/Payroll system. Before and during implementation of the new HRIS/Payroll system the parties agree to meet and confer in good faith regarding the impacts resulting from such implementation as required by the scope of representation.~~

#### **Section 27. Severability 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 and Existing Memoranda of Understanding**

##### **28.1 Past Practices**

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 Existing Memorandum of Understanding**

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

#### **Section 29. Term of Agreement**

This agreement shall become effective on July 1, 202~~5~~<sup>2</sup> and shall expire on June 30, 202~~7~~<sup>5</sup>.

MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA

And

ALAMEDA POLICE OFFICERS ASSOCIATION NON-SWORN UNIT

July 1, 202~~5~~<sup>2</sup> – June 30, 202~~5~~<sup>7</sup>

ALAMEDA POLICE OFFICERS  
ASSOCIATION NON-SWORN UNIT

CITY OF ALAMEDA

By \_\_\_\_\_  
Kevin Horikoshi, President

By \_\_\_\_\_  
Jennifer Ott, City Manager

By \_\_\_\_\_

APPROVED AS TO FORM

By \_\_\_\_\_  
Douglas W. McManaway, Assistant City Attorney I



# APPENDIX A

## CITY OF ALAMEDA ALAMEDA POLICE OFFICERS ASSOCIATION-NONSWORN

CODE	CLASSIFICATION	Standard Work Week*	HOURLY								Effective Date
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Non-Exempt											
4071	Senior Public Safety Dispatcher	40	49.16	51.62	54.20	56.92	59.74				7/13/2025
4072	Crime Scene Specialist	40	38.77	40.72	42.75	44.88	47.14	49.50	51.95		7/13/2025
4074	Public Safety Dispatcher	40	42.74	44.87	47.12	49.45	51.91				7/13/2025
4075	Property & Evidence Technician	40	38.02	39.91	41.92	44.01	46.22				7/13/2025
4076	Crime Prevention Technician	40	34.48	36.19	38.02	39.91	41.92	44.01	46.22		7/13/2025
4079	Police Technician	40	32.75	34.38	36.11	37.92	39.80	41.76	43.87		7/13/2025
4095	Animal Control Officer	40	32.01	33.56	35.26	37.02	38.86	40.83	42.86		7/13/2025

### Exempt

ANNUAL											
4070	Public Safety Communications Supervisor†	40	112,931	118,576	124,507	130,731	137,268				7/13/2025

### Holiday-In-Lieu Pay (MOU Sec. 16, Holidays)

Public Safety Communications Supervisor	ANNUAL	8,797.34	9,237.07	9,699.08	10,183.97	10,693.18				
Senior Public Safety Dispatcher	HOURLY	3.83	4.02	4.22	4.43	4.65				
	ANNUAL	7,966.40	8,361.60	8,777.60	9,214.40	9,672.00				
Crime Scene Specialist	HOURLY	3.02	3.17	3.33	3.50	3.67	3.86	4.05		
	ANNUAL	6,281.60	6,593.60	6,926.40	7,280.00	7,633.60	8,028.80	8,424.00		
Public Safety Dispatcher	HOURLY	3.33	3.50	3.67	3.85	4.04				
	ANNUAL	6,926.40	7,280.00	7,633.60	8,008.00	8,403.20				
Property & Evidence Technician	HOURLY	2.96	3.11	3.27	3.43	3.60				
	ANNUAL	6,156.80	6,468.80	6,801.60	7,134.40	7,488.00				
Crime Prevention Technician	HOURLY	2.69	2.82	2.96	3.11	3.27	3.43	3.60		
	ANNUAL	5,595.20	5,865.60	6,156.80	6,468.80	6,801.60	7,134.40	7,488.00		
Police Technician	HOURLY	2.55	2.68	2.81	2.95	3.10	3.25	3.42		
	ANNUAL	5,304.00	5,574.40	5,844.80	6,136.00	6,448.00	6,760.00	7,113.60		
Animal Control Officer	HOURLY	2.49	2.61	2.75	2.88	3.03	3.18	3.34		
	ANNUAL	5,179.20	5,428.80	5,720.00	5,990.40	6,302.40	6,614.40	6,947.20		

### Retention Pay (MOU Sec. 12.7 Salaries)

#### 5 YEARS SERVICE (1.5%)

Public Safety Communications Supervisor	ANNUAL	1,693.97	1,778.64	1,867.60	1,960.97	2,059.02				
Senior Public Safety Dispatcher	HOURLY	0.74	0.77	0.81	0.85	0.90				
	ANNUAL	1,539.20	1,601.60	1,684.80	1,768.00	1,872.00				
Public Safety Dispatcher	HOURLY	0.64	0.67	0.71	0.74	0.78				
	ANNUAL	1,331.20	1,393.60	1,476.80	1,539.20	1,622.40				

#### OR

#### 10 YEARS SERVICE (3%)

Public Safety Communications Supervisor	ANNUAL	3,387.93	3,557.28	3,735.20	3,921.94	4,118.04				
Senior Public Safety Dispatcher	HOURLY	1.47	1.55	1.63	1.71	1.79				
	ANNUAL	3,057.60	3,224.00	3,390.40	3,556.80	3,723.20				
Public Safety Dispatcher	HOURLY	1.28	1.35	1.41	1.48	1.56				
	ANNUAL	2,662.40	2,808.00	2,932.80	3,078.40	3,244.80				

\* Indicates hours in classification's standard workweek; employees actual work week may differ with department approval.

† Classification moved to PANS from MCEA effective 06/28/2015

December 3, 1970  
REVISED August 26, 1971

CITY OF ALAMEDA

REGULATIONS GOVERNING THE  
EDUCATION REIMBURSEMENT PROGRAM

I. PROGRAM ESTABLISHED

- A. An Education Reimbursement Program is established in all City departments to reimburse qualified full-time City employees below the level of Division Head for necessary and proper expenses incurred in connection with certain approved educational costs. This program is designed to encourage City employees to increase their knowledge and improve their skills for both the benefit of themselves and the City.
- B. The purpose of these regulations is to set forth the rules under which this program shall be administered.

II. ELIGIBILITY

- A. Any full-time City employee below the level of Division Head may qualify for the Educational Reimbursement Program, except employees in the following classifications: Police Officer, Policewoman, Police Sergeant and Police Lieutenant.
- B. Any employee who qualifies for benefits under the G.I. Bill, or some other outside source of funds, for a proposed course of study will be eligible only for reimbursement of that portion of tuition and fees not covered by the G.I. benefits, or other outside source of funds.

III. GENERAL RULES AND REGULATIONS

- A. Application for education reimbursement may be made only for attendance at a school of recognized and approved educational standing.
- B. Proposed course must relate to the employee's present job, or to a reasonably predictable future job, with the City. This means that proposed courses must be of immediate benefit to the employee in the performance of current job assignments, or in qualifying for promotion within his present field of specialization, or is part of a logically related sequence of courses leading to a degree in his present field of specialization.
- C. To benefit from this program an employee must complete the course of study successfully. This means finishing the proposed course with a passing grade.

APPENDIX B

- D. An employee will not be reimbursed for the costs of taking an approved course more than once.
- E. All education or training taken under this program shall be on an employee's time off and shall not be compensated for in any way by the City of Alameda except by the Educational Reimbursement Program.
- F. Employees will not be reimbursed for courses under this program in the event of separation from the City before successful completion of a course of study.

#### IV. ELIGIBLE EXPENSES

- A. Educational expenses which qualify for reimbursement under this program shall include tuition fees, lab fees, books and mileage upon successful completion of a work related education or training course which has been approved in advance by the Department Head and the City Manager.
- B. For the purpose of this Program, reimbursement for tuition fees shall not include separately collected fees, such as student body fees, which are not required for enrollment in an approved course.
- C. Reimbursement for mileage shall be based on \$.10 a mile in excess of eight miles per round trip, using the most direct feasible route, from place of residence to the education facility where the approved scheduled class is being conducted. The Department Head may, at his option and with the approval of the City Manager, arrange and provide the use of a City vehicle for transportation to an approved class in lieu of mileage reimbursement.
- D. To determine the amount of the educational reimbursement, the Department Head shall require documentation of the expenses incurred, and may require such documents as receipts, course schedules, the official book list for the approved course, evidence of the distance to the education facility, etc.
- E. The maximum benefit available to an eligible employee each fiscal year shall not exceed \$200 annually without prior authorization by the City Manager. ~~\$500~~ 750
- F. Reimbursement for the cost of textbooks for approved courses which are successfully completed as part of this program is conditioned upon their being turned in to the Department Head in good condition at the conclusion of the course. This requirement is not mandatory, but may be implemented at the discretion of the Department Head.



- G. In lieu of reimbursement for textbooks expense described above, the Department Head, at his option, may provide textbooks to employees for approved courses. These books must be returned in good condition to the Department Head at the completion of the course for use by others taking similar courses.

V. ADMINISTRATIVE PROCEDURE

- A. Prior to enrolling in a course for which reimbursement will be sought, an employee shall apply through proper channels to his or her Department Head for authorization to take the course under the provisions of this program. The application shall be a statement containing the name of the school, the course title and description, the number of credits or units, the name of the instructor, the class schedule and an estimate of the "eligible expenses" as described in Section IV.
- B. The Department Head will be responsible for determining whether or not the course qualifies under the program for educational reimbursement, and so notify the employee who has submitted the application. Any application, which by itself, or taken with other applications already submitted and approved, which involves reimbursement of more than ~~\$200~~ <sup>\$500-750</sup> per employee per year must receive prior approval by the City Manager.
- C. The Department Head may, at his option, establish regulations for administering this program in his Department, as long as they are consistent with these regulations. This may involve, if desirable, preparation and distribution of a list of courses which will qualify under this program for the information of the employees in his Department.

IV. AUTHORIZATION AND AMENDMENT

- A. The Educational Reimbursement Program was authorized by the Alameda City Council in adopting Resolution No. 7702, dated December 1, 1970.
- B. The rules regulating the Educational Reimbursement Program shall be established by administrative directive issued by the City Manager.

JDG:fh/ms