# MEMORANDUM OF UNDERSTANDING

**between**

**CITY OF ALAMEDA**

**and**

**ALAMEDA POLICE MANAGERS ASSOCIATION**

**FEBRUARY 28, 2010 – JUNE 29, 2013**

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# MEMORANDUM OF UNDERSTANDING

## between

## CITY OF ALAMEDA

## AND

## ALAMEDA POLICE MANAGERS ASSOCIATION

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing February 28, 2010 and ending June 29, 2013.

### Section 1. Recognition

**1.1 Association Recognition**

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

**1.2 City Recognition**

The Municipal Employee Relations Officer of the City of Alameda or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of the City of Alameda, hereinafter referred to as the "City" in the employer-employee relations, as provided in Resolution No. 7476 adopted by the City Council on May 21, 1969.

### Section 2. Association Security

**Dues Deduction**

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

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

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

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

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

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

(4) The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Association dues deduction.

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

**Section 3. Association Representatives**

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

**Section 4. Access to Work Locations**

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

## Section 5. Use of City Facilities

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

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

## Section 6. Bulletin Boards

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

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

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

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

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

## Section 7. Advance Notice

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

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

## Section 8. City Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack or work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job

classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

## Section 9. No Discrimination

There shall be no discrimination based on race, creed, color, national origin, sex, ancestry, marital status, pregnancy, sexual orientation, or legitimate union activities against any employee or applicant for employment by the Association or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

## Section 10. Hours of Work

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

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

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

### 11.1 Management Incentive Pay

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

### 11.2 Acting Pay/Y-Rate

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

### 11.3 Retention Pay

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

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

## Section 12. Salaries

### 12.1 Rates of Pay

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

There will not be any salary increases during the term of this Memorandum of Understanding.

### 12.2 Starting Rate

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

### 12.3 Step Increases

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

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

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

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

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

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

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

### 12.4 Conversion Rate

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

## Section 13. Health and Welfare

### 13.1 Medical

The City has contracted with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for employees covered by this Memorandum of Understanding, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and subject to the provisions of Section 4 (a) and (b) of the Agreement of May 31, 1991 between the City and the "members of the 1082 Pension System", transferring the 1082 pension system to PERS. (See Section 14.2 and Appendix B)

Effective upon ratification (August 5, 2011 paycheck), the City shall contribute up to the Kaiser or Blue Shield Bay Area rates per month per eligible employee for health insurance based upon elected coverage. There shall be no cash back to employees of any excess dollars should the employee elect a plan that is less than the Kaiser or Blue Shield Bay Area plans. Employees who elect not to enroll in one of the City's health plans shall receive $230 per month.

The current maximum contribution rates are as follows and are based upon the Blue Shield Bay Area rates:

| | January 1, 2011 Rates |
|---|---|
| None | $ 230.00 |
| Single Party | $ 675.51 |
| Two-Party | $1,351.02 |
| Family | $1,756.33 |

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

Each employee shall be responsible for providing immediate written notification to the Human Resources Department of any change to the number of his/her dependents, which affects the amount of the City payment to the Flexible Benefits Account. An employee, who by reason of failing to report a change in dependents, receives a City payment greater than the amount to which he/she is entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to his/her Flexible Benefits Account. Changes to flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the

employee is received by the Human Resources Department. No retroactive increases to the City's payments shall be allowed.

**13.2 Dental Insurance**

The City shall provide dental insurance coverage for full-time employees and their eligible dependents as in effect on the date the Memorandum of Understanding is ratified by the parties. This coverage will be mandatory for all employees. Any increase in premium shall cause a like increase in the flexible benefit account.

**13.3 Life Insurance**

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

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

**13.4 IRC Section 125**

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

**13.5 Employee Assistance Program**

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

## Section 14. Retirement Plan

Except as modified below, the parties agree to be bound by the Agreement entered into on May 31, 1990, and executed by the City Manager and the President of the Union and attached to this Memorandum of Understanding as Appendix B.

**14.1 Employee Contributions**

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

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

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

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

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

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

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

The City shall contract with PERS for Variable Rate Cost Sharing of up to the Permanent Cost Share of 5.057% under Government Code Section 20516(a), based on the optional benefits established in the Safety Plan of the City's contract with PERS for the 3% @ 50 and One-Year Final Compensation Optional Benefits. Effective the first day of the next full pay period following the effective date of the PERS contract amendment through June 29, 2013, in addition to the current 9% employee contribution, employees covered by this Compensation Plan shall contribute an additional 2% of the employee's PERSable earnings towards the employer retirement contribution. This 11% 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 Retiree Health Benefit**

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

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

**(b) Employees Hired After June 7, 2011:**

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

of the elected plan. When the employee becomes eligible for Medicare, the Medicare supplement rates for Kaiser or Blue Shield will apply. At the time of retirement, the employee shall be allowed to contribute any unused vacation leave, unused compensatory leave and up to 50% of unused sick leave, into a 401(a)(h) plan subject to the IRS limitations.

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

## Section 15. Uniform Allowance

This Section 15 shall be governed by Alameda Police Department Policy 1046and employees will receive $1,104 per year uniform allowance paid on a pay period basis. The annual uniform allowance shall be increased each year by forty dollars ($40) as follows:

Pay period beginning December 19, 2010 - $1,144 annually
Pay period beginning December 18, 2011 - $1,184 annually
Pay period beginning December 16, 2012 - $1,224 annually

## Section 16. Holidays

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

The existing Holiday Leave Bank benefit consisting of 123.5 hours of annual leave will be inapplicable for all employees hired or promoted into APMA after ratification of this MOU.

## Section 17. Vacation

### 17.1 Vacation Scheduling

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

### 17.2 Vacation Benefits

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

Ten (10) working days' of vacation with pay if he or she shall have been in the service of the City for a period of (1) year or more but less than five (5) years prior to such anniversary date.

Fifteen (15) working days' vacation with pay if he or she shall have been in the service of the City for a period of five (5) years or more but less than six (6) years prior to such anniversary date.

Sixteen (16) working days' vacation with pay if he or she shall have been in the service of the City for a period of six (6) years or more but less than eight (8) years prior to such anniversary date.

Seventeen (17) working days' vacation with pay if he or she shall have been in the service of the City for a period of eight (8) years ore more but less than ten (10) years prior to such anniversary date.

Eighteen (18) working days' vacation with pay if he or she shall have been in the service of the City for a period of ten (10) years or more but less than twelve (12) years prior to such anniversary date.

Nineteen (19) working days' of vacation with pay if he or she shall have been in the service of the City for a period of twelve (12) years or more than less than fourteen (14) years prior to such anniversary date.

Twenty (20) working days' vacation with pay if he or she shall have been in the service of the City for a period of fourteen (14) years or more but less than fifteen (15) years prior to such anniversary date.

Twenty-one (21) working days' vacation with pay if he or she shall have been in the service of the City for a period of fifteen (15) years or more but less than sixteen (16) years prior to such anniversary date.

Twenty-two (22) working days' vacation with pay if he or she shall have been in the service of the City for a period of sixteen (16) years or more but less than seventeen (17) years prior to such anniversary date.

Twenty-four (24) working days' vacation with pay if he or she shall have been in the service of the City for a period of seventeen (17) years or more but less than eighteen (18) years prior to such anniversary date.

Twenty-six (26) working days vacation with pay if he or she shall have been in the service of the City for a period of eighteen (18) years or more but less than twenty (20) years prior to such anniversary date.

Twenty-eight (28) working days vacation with pay if he or she shall have been in the service of the City for a period of twenty (20) years or more but less than twenty three (23) years prior to such anniversary date.

Thirty (30) working days vacation with pay if he or she shall have been in the service of the City for a period of twenty three (23) years or more prior to such anniversary date.

**17.3 Vacation Accumulation**

Effective January 1, 2010 the City will convert its vacation accumulation system to a per pay period based accrual system. Upon ratification and adoption of this agreement, the City will retroactively credit all current employees with the value of the vacation they would have been receiving on a per pay period basis from January 1, 2010 to present. The prior annual accrual

system will be discontinued and in subsequent years vacation accrual will be on a pay period basis only.

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

During calendar years 2010 and 2011 employees will be allowed to accumulate two (2) times their annual entitlement, plus eighty (80) hours. This provision for additional accumulation will end on the last pay period ending in 2011, and this paragraph will become inapplicable. Thereafter, the maximum will return to eighty (80) hours in addition to the employee's regular, annual vacation accrual entitlement, as provided for in the paragraph above.

**17.4 Vacation Paycheck**

The City agrees to deposit an employee's paycheck in his or her bank account if authorized by such employee, and if such employee is out of town on vacation on payday. The deposit of an employee's paycheck while an employee is on vacation shall be in accordance with procedures developed by the City Finance Director.

**17.5 Excess Accumulation**

The City and the APMA agree to research and implement a plan that will allow employees who have accrued vacation balances in excess of the maximum established above as of 1/1/10, to transfer the value of such excess vacation into a supplemental vacation account and subsequently into a tax-deferred savings plan. The parties' objective is to have such a tax-deferred plan in place by March 31, 2010. The cost of establishing and maintaining such a plan shall be borne by plan participants.

All employees will have the amount of their existing, unused vacation balance (as of 12/31/2009) transferred into their supplemental vacation account, as well as their 2010 vacation accrual deposit. Subsequently, vacation earned on a pay period basis will be credited toward the employees regular, active vacation balance. Employees will be allowed to transfer vacation time from their supplemental vacation account into their regular, active vacation balance, if necessary, in order to schedule vacation time off.

## Section 18. Sick Leave

**18.1 Benefits**

Regular and probationary employees shall accrue sick leave at the rate of eight (8) hours per month, provided they have been in a pay status on one hundred sixty (160) straight-time hours that month. Except as so limited, earned sick leave not used may be accrued and carried over from year-to-year without limitation. Sick leave usage shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity of actual sickness or disability. Charge of sick leave used shall be on the basis of one (1) used;

provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned.

**18.2 Notification Requirement**

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

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

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

**18.4 Illness in the Immediate Family**

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

**18.5 Sick Leave During Probationary Period**

No sick leave shall be granted during the first six (6) months of employment with the City. However, when a permanent appointment is received, sick leave accumulation with pay shall be allowed for time worked in the probationary status, provided the one hundred sixty (160) straight-time hours per month work requirement has been met.

## Section 19. Leaves of Absence

**19.1 Leave Without Pay**

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

**19.2 Jury Duty**

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

**19.3 Military Leave of Absence**

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

**19.4 Maternity Leave/Family Leave**

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

**Family Leave**

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

**19.5 Industrial Disability Leave**

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

**19.6 Funeral Leave**

In the event of a death in the immediate family of an employee who has one (1) or more years of uninterrupted service with the City, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working day. [Five (5) days for the purposes of spouse, parent or child.] This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on leave of absence, layoff, or sick leave.

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

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

## Section 20. Probationary Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his or her position and for rejecting any probationary employee whose performance does not meet the required standards of work.

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

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

## Section 21. Layoff and Reemployment -- Furloughs

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

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

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

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

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

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

## Section 22. Discharge or Discipline

### 22.1 Right of Discharge or Discipline

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

### 22.2 Appeals

If an employee feels he or she has been unjustly discharged, he or she shall have the right to

appeal his or her case through the appropriate procedure (Section 24.5). Such appeal must be filed with the City Manager or the Civil Service Board by the employee in writing within five (5) working days from the date of discharge and unless so filed the right of appeal is lost.

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

## Section 23. Personnel Files

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

## Section 24. Grievance Procedure

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

### 24.1 Initial Discussions

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

### 24.2 Referral to City Manager

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

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

### 24.3 Adjustment Board

In the event the Association and the City are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is hereinabove defined) which arises and is presented during the term of the Memorandum of Understanding, such grievance shall be submitted to an

Adjustment board comprised of three (3) employee representatives, and three (3) representatives of the City. The Association shall be an indispensable party to any grievance which is submitted to the Adjustment Board. Any party desiring an official transcript of the Adjustment Board hearing shall bear the cost of same.

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

No Adjustment Board of Arbitrator shall entertain, hear, decided or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in the first paragraph of this section.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board or Arbitration shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

**24.4 City Manager and Arbitration**

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

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

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

**24.6 Disciplinary Action**

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

**24.7 Pay Claims**

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

## Section 25. Outside Employment

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

## Section 26. Miscellaneous

**26.1 Residence**

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

**26.2 Compensation of Property Damaged in the Course of Employment**

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

**26.3 Educational Reimbursement and Educational Incentive**

The City shall continue the educational reimbursement program instituted on July 1, 1971, and the Educational Incentive award program. Effective July 1, 1995 the Educational Incentive Program will be inapplicable for all employees hired after July 1, 1995.

**26.4 Safety Glasses**

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

**26.5 Safety Equipment**

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

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

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

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

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

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

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

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

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

## Section 27. Separability of Provisions

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

## Section 28. Past Practices an Existing Memoranda of Understanding

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

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

**SIGNATURE PAGE**

## MEMORANDUM OF UNDERSTANDING

**Between**

**CITY OF ALAMEDA**
**And**
**ALAMEDA POLICE MANAGERS ASSOCIATION**

**FEBRUARY 28, 2010 – JUNE 29, 2013**

Made and entered into this _____ day of July, 2011.

ALAMEDA POLICE
MANAGERS ASSOCIATION

By _____
Mark Landes

By_____
David Boersma

CITY OF ALAMEDA

By_____
John A. Russo,
City Manager

APPROVED AS TO FORM:

By_____
Acting City Attorney

## APPENDIX "A" – SALARY SCHEDULE

**CITY OF ALAMEDA**
**ALAMEDA POLICE MANAGERS ASSOCIATION**
**EFFECTIVE JUNE 24, 2007**
(MAINTAINS DIFFERENTIALS WITH APOA 7-1-91 SALARIES)

| CODE | CLASSIFICATION | ANNUAL | | | | |
|---|---|---|---|---|---|---|
| | | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
| 4010 | Police Captain | 133,120 | 139,776 | 146,770 | 154,102 | 161,798 |
| 4020 | Police Lieutenant | 115,154 | 120,900 | 126,958 | 133,302 | 139,958 |

AGREEMENT
TRANSFERRING 1082 PENSION SYSTEM MEMBERS TO PERS

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

RECITALS:

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

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

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

1) As soon as practicable all current retirees and all current active and future employees covered by the 1082 Plan will be transferred to the PERS Safety 2% at 50 full formula as provided in Section 21252.01 of the Government Code of the State of California, including the following optional benefits:

   a) Section 20024.2 (One Year Highest Compensation)

   b) Section 20835.1 (Limit Prior Service to Members Employed on Contract Date)

   c) Section 21361.5 (Local System Service Credit)

   d) Section 20862.8 (Credit for Unused Sick Leave) and (non-restricted accrual of sick leave)

   e) Section 21263 and 21263.1 (Post-Retirement Survivor Allowance)

   f) Section 21266 (Post-Retirement Survivor Allowance to Continue After Remarriage)

   g) Section 21382.4 (Third level of 1959 Survivor Benefits). Employer will pay employer contribution.

2) Upon the City transferring the 1082 Plan to PERS, the IRS will

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

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

> Employees who are members of the Public Employees' Retirement System (PERS) may participate in a PERS "Pick-Up Program". Said Program operates under the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to PERS paid by the City of Alameda on behalf of said employees.
>
> The City shall contribute to PERS each pay period a portion of the employee contribution rate as established by law equal to nine percent (9%) of the employee's "compensation" as that term is administered by the Board of Administration of PERS.
>
> Contributions made pursuant to this section shall be reported to PERS as "employee contributions being made by the contracting agency." The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board determines that such contributions are taxable income subject to withholding.
>
> Each employee is solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.
>
> Except as set forth in the following paragraphs the aforesaid contribution shall be considered solely for the purpose set forth herein and shall not be considered for any other purpose including, but not limited to, being considered as part of any employee's salary for the purpose of computing straight-time earnings, compensation for paid leaves, compensation for overtime worked, compensation benefits and the City's contribution to PERS.
>
> Any employee who has attained the age of forty-five (45) may elect to convert the said City-paid employee contribution to PERS to a salary increase of the same amount. Such election shall be irrevocable, must be made in writing and received by the Personnel Director, and shall become effective on the first of the month

"Sec 3 deleted circa July 1994"

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

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

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

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

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

a. Medical Insurance

For 1082 retirees and future Public Safety retirees who are currently members of one of the City sponsored health plans, the City shall contribute the health plan costs, at the one party or two-party rate as the case may be, for that plan until the retired employee is eligible for Medicare coverage. If and when the retiree becomes eligible for Medicare coverage, Part A and Part B, then the City shall provide the retiree a Medicare supplementary program as provided for in Government Code Sections 22819 and 22859. In place of the above described rates, the City will pay the full cost of such Medicare Supplement Program. Any of the above mentioned retirees who currently are not enrolled in a City sponsored health plan may elect to receive a monthly contribution by the City, equal to the average of the one-party or two-party rates, whichever is appropriate, paid by the City, to a qualified health care plan (on record with the City) for the purpose of purchasing health care. Retired employee dependent eligibility for City health plan contribution is conditional upon the active enrollment of the retired employee.

For an employee of the City, who was married at the time of retirement and who dies during retirement, the surviving unmarried spouse of the retiree will have his or her medical insurance paid by the City at the single party rate.

If a retired employee remarries, the retiree may add the retiree's spouse to the medical insurance coverage at the retiree's expense.

b. Dental

1082 retirees and future Public Safety retirees may elect to receive a monthly contribution by the City, equal to the one party or two party rate, as the case may be, paid by the City, to a qualified dental care plan (on record with the City) for the purpose of purchasing dental care. For an employee of the City, who was married at the time of retirement and who dies during retirement, the surviving unmarried spouse of the retiree will have his or her dental insurance costs paid by the City at the single party rate. Should the City provide a dental benefit plan covering retired employees at a later date, the City shall provide the retiree and the surviving spouse the option of joining said plan at City cost at the appropriate rate. If a retired employee remarries, the retiree may add the retiree's spouse to the dental insurance coverage at the retiree's expense.

5) Any monies left in the 1082 Fund after the necessary funds have been transferred to PERS will be administered by the 1082 Pension Board to fund Health & Welfare (e.g. medical and dental) benefits for eligible retirees and dependents formerly members of the 1082 Pension System. Any other use of these monies would be a subject of negotiation with the Alameda Police Association and IAFF Local 689 representatives and would require their concurrence.

6) An individual Member who is retired from the City of Alameda under 1082 may make an irrevocable election to remain in the 1082 Plan. The existing benefits of the individual Member of the 1082 Plan at the time of election shall remain in full force and effect, without additions or deletions. Such election shall be made in writing to the City's Personnel Director and be made within 15 days from the date of the receipt of the Notice of Election.

7) This Agreement shall be effective upon ratification of all PERS transfer/contract amendment requirements. Non-restricted accrual of sick leave for purposes of Optional Benefit Section 20862.8 shall be effective as of January 1, 1990.

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

CITY OF ALAMEDA,
a municipal corporation

BY: William C. Norton

APPROVED AS TO FORM:

CITY ATTORNEY (acting)

Members of the 1082 Pension System

BY:
Authorized Representative

ATTEST:

BY:
Authorized Representative

BY:
Authorized Representative

BY:
Authorized Representative

CITY OF ALAMEDA

REGULATIONS GOVERNING

THE

POLICE EDUCATION TRAINING INCENTIVE AWARD PROGRAM

(Including amendments through July 1975)

I. DEFINITION AND PURPOSE

A. An Educational Training Incentive Award Program is established in the Alameda Police Department to provide an incentive in the form of a separate, monetary award for qualified police officers who participate in an approved educational program to improve their individual knowledge, skill and effectiveness in the field of law enforcement.

B. For the purposes of this program, a qualified police officer shall be defined as a sworn member of the Police Department below the rank of Police Chief.

C. A police officer who is eligible for an incentive award will receive, during his or her period of eligibility, an award in the amount of $90 per month.

II. QUALIFICATION

A. In order to qualify for a training incentive award, a qualified police officer must meet the following requirements:

1. Completion of at least two years of continuous full-time employment as a qualified police officer with the Alameda Police Department.

2. Receipt of a current rating of satisfactory performance, as certified by the Education Training Incentive Award Review Board.

III. ELIGIBILITY

A. An officer, once qualified, may be eligible for an annual, biennial or permanent award by meeting the following educational requirements:

1. To become eligible for an annual award, an officer must successfully complete a minimum of 50 classroom hours of approved training during the immediately preceding 12 month period.

2. To become eligible for a biennial award, he or she must possess a two year college degree in Police Science or closely related field from a recognized, accredited college or university.

3. To be eli_ple for permanent status, he c She must possess

(a) A four-year college degree in criminology or a closely related field as determined by the Review Board from a recognized college or university or

(b) An Advanced Certificate issued by the Commission on Peace Officer Training and Standards (POST).

B. For each succeeding year, an officer, once qualified, may renew his or her eligibility for an annual, biennial or permanent award by satisfying the following requirements:

1. To renew an annual award, an officer must successfully complete 50 classroom hours of approved training during the preceding 12 month period and maintain a current rating of satisfactory performance during the same period as certified by the Educational Training Incentive Award Review Board by July 1 of each year.

2. To renew a biennial award, an officer must successfully complete 50 classroom hours of approved training during the preceding 24 month period, and maintain a current rating of satisfactory performance during the same period as certified by The Educational Training Incentive Award Review Board by July 1 of each year.

C. An officer who has maintained the educational requirements for a period of ten years, or who has maintained the educational requirements for a minimum of three consecutive years immediately preceding his or her retirement anniversary date per Pension Ordinance 1079, or acquiring Advanced POST Certificate, and remains as a sworn officer beyond that date, shall renew his or her award by July 1 of each year by receiving a current rating of satisfactory performance as certified by the Educational Training Incentive Review Board by July 1 of each year.

D. Three semester units or four quarter units of approved public or private school, college or university course work shall be equivalent to 50 hours of classroom study.

E. A qualified police officer attending a public or private school, college or university will be required to complete an approved course of study with a passing grade, which shall be a mark of C or higher.

F. A qualified police officer attending training courses will be required to complete the course of study successfully.

G. A qualified police officer will not receive credit for an approved course more than once, unless the Board shall determine the course to have substantially changed in content.

H. A qualified police officer may meet the education requirements of the program by teaching without compensation in a departmental or accredited law enforcement training school.

I. An officer who wishes to teach must submit in advance an acceptable outline of the material for approval by the Review Board. Up to three hours credit may be given by the Board for each hour the officer is engaged in teaching, depending upon the amount of preparation time required. Where the same outline or teaching material is used on successive occasions, credit will be given only for the time needed to complete the assignment.

J. A qualified police officer who reaches his or her second anniversary with the City may be eligible for a training incentive award on the first of the month immediately following his or her qualification providing he or she meets the initial qualifying requirements stated above, and submits for review a memo to the Personnel Sergeant prior to July 1. This memo shall contain such information as outlined on page 7, Section VI of those regulations.

K. The incentive award may be withdrawn at any time from any qualified police officer who fails to maintain a satisfactory level of performance. Determination of unsatisfactory performance shall include, but not necessarily be limited to, a review by the Board of the officer's service performance during the past 12 months, or after the conclusion of a disciplinary action processed in accordance with procedures contained in the City Charter, Article 13, Section 3, Ordinance 642, Section 12 and Civil Service Board Rule VII, Section 3. Withdrawal of a training incentive award shall be by action of the City Manager upon the recommendation of the Review Board.

IV. GENERAL PROVISIONS

A. Except at the discretion of the Review Board, all training taken to qualify for an incentive award shall be on off-duty time, and will not be compensated for in any way by the City of Alameda, other than by a training incentive award.

B. In the event that a training incentive award is withdrawn from or denied to an officer, the time spent in study or training shall not be compensated for in any manner by the City of Alameda.

C. Qualified police officers shall not receive an incentive award in the event of separation from the Department for reasons other than retirement.

V. TEXTBOOK REIMBURSEMENT

A. A police officer who qualifies for the incentive award shall receive, in addition to the award amount stated in paragraph I-C, reimbursements for the cost of textbooks required for approved courses which are successfully completed as part of the incentive award program, provided that such books are turned in to the Police Department in good condition at the conclusion of the course.

B. The amount of textbook reimbursement will be determined by the Review Board. To aid in computing the reimbursement amount the Board may require the officer to supply certain documents such as

a receipt for the books purchased, evidence that it was purchased by the officer and a copy of the official book list for the approved course.

C. In lieu of reimbursement for textbook expense described in the above paragraphs, the Police Department may, at its option, provide or make available textbooks to police officers for approved courses. These books must be returned in good condition to the Police Department at the conclusion of the course for use by other officers in similar courses.

VI. EDUCATIONAL TRAINING INCENTIVE AWARD REVIEW BOARD

A. The Educational Training Incentive Award Review Board is hereby created to administer the Incentive Award Program. The Board shall be responsible to the City Manager, and its functions shall be limited to those outlined in these regulations.

B. The Review Board shall consist of the Chief of Police, two members appointed by the Chief of Police, a member appointed by the Police Association and a fifth member appointed by the City Manager.

C. The Review Board shall determine the standards of acceptance and credits for approved study and training.

D. The Review Board shall establish a list of current training opportunities for which credit will be given. The list may be updated from time to time by the Board and shall be maintained by the Personnel Sergeant. Approved courses may be in other fields, if they will enhance an officer's skill and effectiveness in law enforcement, and particularly if a course is part of a sequence of courses for an associate degree or higher.

E. The 50 classroom hours training necessary to qualify for a training incentive award shall be approved by the Review Board. Police officers wishing to qualify for the program shall submit to the Board, through the Personnel Sergeant, the course or courses proposed to be taken. This statement, submitted in advance of enrollment, shall indicate the name of the school, the course title, the number of credits or units. An officer may propose to take a course not on the list; however, credit will not be given for completion of that course unless it is approved by the Board.

F. When an officer successfully completes an approved course or courses and certification of this fact is received in a form satisfactory to the Board, it shall review the officer's service to determine if satisfactory performance has been maintained during the previous 12 months. The Board must certify the officer's satisfactory performance in order for him or her to qualify for a training incentive award.

G. If a police officer who currently is qualified for a training incentive award is injured in the line of duty and, as a result, is un-

able to meet the annual requirement of 50 classroom hours of training, the education and performance requirements may be waived by the City Manager upon recommendation of the Review Board. The waiver may be granted until the officer returns to work and is able, within a reasonable period of time, to requalify for the award.

VII. AUTHORIZATION AND AMENDMENT

A. The Educational Training Incentive Award Program was initially authorized by the Alameda City Council in adopting Resolution No. 7350, "Salary and Position Resolution of July 1, 1968," and has been continued in subsequent Resolutions.

B. The regulations governing the Police Education Training Incentive Award Program shall be established by administrative directive issued by the City Manager.

C. Amendments to the rules and regulations governing the Police Educational Training Incentive Award Program shall be made by the City Manager upon recommendation of the Review Board.

**LETTER OF UNDERSTANDING**

DRAFT / Tentative

## LETTER OF UNDERSTANDING

The City of Alameda and the Alameda Police Managers Association agree that they shall make reasonable efforts, prior to October 1, 2011, to meet and discuss regarding the impact of the City's decision to cease its practice of providing "Exclusive Use" vehicles to the two Police Captains and the on-duty Lieutenant.