MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

ALAMEDA POLICE OFFICERS ASSOCIATION

JUNE 30, 2013 – JUNE 24, 2017

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MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

AND

ALAMEDA POLICE OFFICERS ASSOCIATION

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing June 30, 2013 and ending June 24, 2017.

Section 1. Recognition

1.1 Association Recognition

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

1.2 City Recognition

The Municipal Employee Relations Officer of the City of Alameda or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of the City of Alameda, hereinafter referred to as the "City" in the employer-employee relations, as provided in Resolution No. 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 in writing by the Association as the person authorized to receive such funds at the address specified.

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

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

Section 3. Association Representatives

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

Section 4. Access to Work Locations

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

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

Section 5. Use of City Facilities

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

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

The use of City equipment 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 publication date.

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

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

Section 7. Advance Notice

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

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

Section 8. City Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack 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 workweek consists of forty (40) hours. The employee will receive a paid forty (40) minute lunch period each workday during which the employee will be available for any emergency call.

The City agrees to the alternative 4/10 workweek and will continue the understanding between the Chief of Police and the Association for the life of the Memorandum of Understanding, subject to any operational modifications.

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

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

11.1 Overtime Authorization

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

11.2 Definition of Overtime

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

11.3 Call Back

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

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

11.4 Acting Pay

An employee who is assigned in writing by the Chief of Police and approved by the City Manager to perform a job in another classification during the temporary or permanent absence of an employee shall be paid the first step of the higher classification which is above the salary step of the employee assigned to the acting position, but not less than five percent (5%). The City Manager may approve a "Y" rate outside an existing classification if additional duties so warrant.

11.5 Training

If a sworn officer at or below the rank of Police Sergeant required by the Department or by state law to attend a training class on his or her regular day off, or on his or her regular workday but not contiguous with his or her regular shift, he or she shall be guaranteed a

minimum of two (2) hours' overtime at the overtime rate of pay which shall be paid. If a sworn officer at or below the rank of Police Sergeant is required by the Department to attend a training class contiguous with his or her regular duty shift, he or she shall be guaranteed a minimum of one (1) hour overtime at the overtime rate of pay, with the understanding that there may be, at the Department's discretion, a break of less than fifteen (15) minutes between the end of the work shift and the beginning or end of the one (1) hour training period. Such overtime shall be paid.

11.6 Stand-by

If a Sergeant or Police Officer is placed on emergency on-call status, known as stand-by, by the Department, such employee shall be credited with one-half (½) his or her regular hourly salary rate during the period that he or she is on stand-by; provided, however that stand-by shall not be considered pay, salary, or compensation for the purpose of calculating present or future pension benefits; and that the employee shall be available at a telephone number supplied to the Department during the stand-by period, and must report for duty if called at the time specified by the Department; and that an employee will not be on stand-by for more than twelve (12) consecutive hours.

11.7 Compensatory Time

The present compensatory time policy as described in General Order 80-65 will be continued for the duration of this Memorandum of Understanding.

Maximum Compensatory Time accrual is eighty (80) hours.

11.8 Court Time

Employees who are off-duty and who are required to testify in court or attend a District Attorney's conference in any criminal matter will receive a minimum of six (6) hours' overtime computed at time and one-half (1-1/2), one-third of which overtime shall be taken only as leave that may not be cashed out and which must be used within the year. Overtime in excess of the minimum two (2) hours' or contiguous with a work shift will be computed at time and one-half (1-1/2) for actual time involved.

11.9 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%). (see pay schedule/s on Appendix A)

11.10 Physical Fitness Incentive Program

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

11.11 Educational Reimbursement and Educational Incentive

Effective, July 1, 2013, all APOA members will be eligible to receive <u>only one</u> of the following benefits in this Section. The incentive attaches to the highest certification or degree that the

employee has earned. If an employee attains a lower level benefit, and then attains a higher level benefit, the employee will not be able to "stack" the benefit, but will receive the rate appropriate to the employee's level.

$1000.00 for an intermediate Post Certificate.

- 4% for an Advanced POST Certificate
- 5% for a Bachelor's degree; after three years of City of Alameda service
- 6% for a Master's degree; after five years of City of Alameda service

Both Bachelor's and Master's degrees should be in Criminal Justice, Public Administration or a closely related field. Any other degree will be reviewed by the City Manager for approval.

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.

There shall be no wage increases in 2012 and 2013.

Future wage increases in these Memoranda, unless specifically stated otherwise, shall be based on the previous year's Balanced Revenue Index ("BRI").

BRI is defined as 50% of the one year rate of growth, between the two previous successive fiscal years, of the combined dollar amount of the following five local Alameda taxes:

General Fund Property Tax
1% Bradley Burns Sales Tax
Utility Users Tax
Transient Occupancy Tax
Property Transfer Tax

2014 : Wage increases to begin the first full pay period after January 1, 2014 will be based upon the BRI from fiscal year (FY 2012-2013) over fiscal year (FY 2011-2012).

The wage increase for 2014 based upon this formula will be a minimum of 1.5% and a maximum of 4.0%.

2015: Wage increases to begin the first full pay period after January 1, 2015 will be based upon the BRI from fiscal year (FY 2013-2014) over fiscal year (FY 2012-2013)

The wage increase for 2015 based upon this formula will be a minimum of 2.0% and a maximum of 5.0%.

2016: Wage increases to begin the first full pay period after January 1, 2016 will be based upon the BRI for fiscal year (FY 2014-2015) over fiscal year (FY 2013-2014). The wage increase for 2016 based upon this formula will be a minimum of 2.0% and a maximum of 5.0.

2017: The City shall conduct a total compensation survey in September 2016 that includes

four categories of officers: 5 year, 10 year, 15 year, and 20 year, individually and averaged together. The survey will be structured using five similarly sized east bay cities as determined by the City and APOA through meet and confer prior to September 2016. The five cities to be included in the survey shall not include either Oakland or Alameda. The survey will be performed in September 2016. The parties will meet and confer with sufficient time before December 31, 2016 to discuss the results of the survey and what, if any, equity adjustments are necessary or appropriate. It is agreed that if the survey shows that the four categories of officers averaged fall below the average of the five surveyed cities, they will be raised to average beginning the first pay period after January 1, 2017. If the categories of officers averaged together are above average, no raise will be implemented.

12.2 Starting Rate

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

12.3 Step Increases

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

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

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

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

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

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

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

12.4 Conversion Rate

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

converting monthly salaries to hourly rates.

Section 13. Health and Welfare

13.1 Flexible Benefit Plan

The City has contracted with the 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.)

As of July 1, 2013, the City contributes the necessary amount 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:

	January 1, 2013 Blue Shield Rates
None	$ 230.00
Single Party	$ 784.63
Two-Party	$1569.26
Family	$ 2040.04

	January 1, 2013 Kaiser Rates
None	$ 230.00
Single Party	$ 668.63
Two-Party	$ 1337.26
Family	$ 1738.44

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

Effective January 1, 2014, the City will increase its contribution to the Flexible Benefit Plan to reflect 85% of the increase in cost for 2014 from the 2013 rates, if any, of the CalPERS Bay Area Kaiser or Blue Shield premium based upon the coverage level for the employee + 2 or more dependents. The $230 medical component of the 0-Party rate shall not change.

Effective January 1, 2015, the City will increase its contribution to the Flexible Benefit Plan to reflect 75% of the increase in cost for 2015 from the 2014 rates, if any, of the CalPERS Bay

Area Kaiser or Blue Shield premium based upon the coverage level for the employee + 2 or more dependents. The $230 medical component of the 0-Party rate shall not change.

Effective January 1, 2016, the City will increase its contribution to the Flexible Benefit Plan to reflect 75% of the increase in cost for 2016 from the 2015 rates, if any, of the CalPERS Bay Area Kaiser premium based upon the coverage level for the employee + 2 or more dependents. The $230 medical component of the 0-Party rate shall not change. The base coverage will only include the CalPERS Bay Area Kaiser premium rate.

Effective January 1, 2017, the City will increase its contribution to the Flexible Benefit Plan to reflect 50% of the increase in cost for 2017 from the 2016 rates, if any, of the CalPERS Bay Area Kaiser premium based upon the coverage level for the employee + 2 or more dependents. The $230 medical component of the 0-Party rate shall not change.

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

13.2 Dental Insurance

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

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

13.3 Vision Coverage

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

13.4 Life Insurance

The City shall make the necessary contributions per month per eligible employee toward the City's Flexible Benefits to provide each employee with a $50,000 life insurance program. This coverage will be mandatory for all employees.

13.5 Employee Assistance Program

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

Section 14. Retirement Plan

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

14.1 (a) Employees Hired Before January 1, 2013

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

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

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

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

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

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

If during the term of this MOU, actuarial valuation numbers improve and the employers normal cost for the retirement benefit reduces, the parties agree to the employees contribution rate being no more than 50% of the employers normal cost.

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

This Section B shall apply to CalPERS eligible employees hired on or after January 1, 2013, who are do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c). All of the following requirements apply to these employees:

a. As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply.

b. As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit for CalPERS eligible employees, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

c. As required by Government code Section 7522.30, employees shall have an initial contribution rate of 50% of the total normal cost rate.

14.2 Retirement Plan Final Compensation Calculation:
Effective January 1, 2017, employees covered by this MOU agree to a final compensation calculation formula of the highest average annual pensionable compensation earned during a period of 36 consecutive months. The City will work with the union to comply with any legal requirements for implementation.

14.3 Retiree Health Benefit

(a) Employees Hired On or Before June 7, 2011:
To be eligible for the retiree health and dental benefits, employees hired on or before June 7, 2011 must have been employed with the City of Alameda for no less than five (5) years and must retire from the City of Alameda within 120 days of separation. Upon retirement with at least (5) five years of service, the City shall contribute up to the two-party rate for either the Kaiser or Blue Shield Bay Area health 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. For dental, the City shall provide dental benefits up to the two-party rate.

Two-party coverage for health and dental shall include the employee and the spouse to whom the employee is married at the time of retirement. If the employee dies during retirement, the City will provide to the surviving unmarried spouse health and dental insurance at the single-party rate. If a retired employee marries or remarries during retirement, the retiree may add the new spouse to the health or dental insurance at the retiree's expense.

(b) Employees Hired After June 7, 2011:
To be eligible for the retiree health and dental benefits, employees hired after June 7, 2011 must have been employed by the City of Alameda for no less than ten years and must retire from the City of Alameda within 120 days of separation. Upon retirement with at least ten years of service, the City shall contribute up to the single-party rate for either the Kaiser or Blue Shield Bay Area health plans (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 separation, the employee shall be allowed to contribute any unused vacation leave, unused compensatory leave and up to 50% of unused sick leave, into a 401(a)(h) plan subject to the IRS limitations. For dental, the City shall provide dental benefits up to the two-party rate.

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 1046. Employees will receive uniform allowance paid on a pay period basis.
Increases to uniform allowance shall be made during the first full pay period following July 1st of each year as listed:

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

Section 16. Holidays

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

Section 17. Vacation

17.1 Vacation Scheduling

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

17.2 Vacation Benefits

Effective January 1, 2009 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, 2009 to present. The prior annual accrual system will be discontinued and in subsequent years vacation accrual will be on a pay period basis only.

Effective June 30, 2013 MOU Section 17 will be modified to grant more vacation time to employees satisfactorily completing probation. Members will accrue additional vacation time at the rate equivalent of .308 hours per pay period after years 2, 3, 4, 7, and 9. All other increases in Section 17 will be modified accordingly so the full effect of granting one additional week of vacation time will be realized by all members after year 9. Section 17 refers to vacation weeks as 40 hours, and vacation days as 8 hours. Section 17 will be modified as follows:

Vacation benefits will be granted on 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 one (1) year or more but less than two (2) years prior to such anniversary date.

Eleven (11) working days of vacation with pay if he or she shall have been in the service of the City for a period of two (2) years or more but less than three (3) years prior to such anniversary date.

Twelve (12) working days of vacation with pay if he or she shall have been in the service of the City for a period of three (3) years or more but less than four (4) years prior to such anniversary date.

Thirteen (13) working days of vacation with pay if he or she shall have been in the service of the City for a period of four (4) years or more but less than five (5) years prior to such anniversary date.

Eighteen (18) working days of 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.

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 six (6) years or more but less than seven (7) years prior to such anniversary date.

Twenty (20) working days of vacation with pay if he or she shall have been in the service of the City for a period of seven (7) years or more but less than eight (8) years prior to such anniversary date.

Twenty-one (21) working days of vacation with pay if he or she shall have been in the service of the City for a period of eight (8) years or more but less than nine (9) years prior to such anniversary date.

Twenty-two (22) working days of vacation with pay if he or she shall have been in the service of the City for a period of nine (9) years or more but less than ten (10) years prior to such anniversary date.

Twenty-three (23) working days of vacation with pay if he or she shall have been in the service of the City for a period of (10) years or more but less than twelve (12) years prior to such anniversary date.

Twenty-four (24) 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 but less than fourteen (14) years prior to such anniversary date.

Twenty-five (25) working days of 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-six (26) working days of 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-seven (27) working days of 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-nine (29) working days of 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.

Thirty-one (31) working days of 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.

Thirty-three (33) working days of 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-five (35) working days of vacation with pay if he or she shall have been in the service of the City for a period of twenty-three (23) years prior to such anniversary date.

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

17.3 Vacation Accumulation

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

17.4 Vacation Paycheck

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

Section 18. Sick Leave

18.1 Benefits

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) 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 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 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 PeriodNo 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.

18.5 Incentive program for employees not using sick time.

Members shall be granted an additional 20 additional hours of "leave time" if no sick time is used in the calendar year. 100 hours of vacation each year may be deferred, as opposed to the prior cap of 80 hours.

This special leave time may not be cashed out.

Section 19. Leaves of Absence

19.1 Leave Without Pay

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

19.2 Jury Duty

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

19.3 Military Leaves of Absence

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

19.4 Family Medical Leave

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

19.5 Industrial Disability Leave

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

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

19.6 Funeral Leave

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

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

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

19.7 Catastrophic Leave Bank

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

Eligibility

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

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

Benefits

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

Retention Pay

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

Suspended Special Pays

The following Special Pays will be suspended while an employee is on Catastrophic Leave: Holiday-in-Lieu Pay, Uniform Allowance, Equipment Pay, Bilingual Pay, and duty assignment pays such as Field Training Officer (FTO) Pay and Canine Pay.

Guidelines For Donating Leave Credits To The Time Bank

a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed his/her initial City probationary period. Compensatory time donations will first be from the donating employee's FLSA Comp Time bank, and then from his/her Non FLSA Comp Time bank.

b. Time donated will be converted from vacation or compensatory time to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not exceed three months; however, the Human Resources Director may approve an extension to six months total time.

d. Initial leave time donations must be a minimum of one work shift. An employee cannot donate leave hours that would reduce his/her vacation balance to less than one week.

e. The use of donated leave hours will be in consecutive one-shift increments.

f. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.

g. Under all circumstances, time donations received for the employee are forfeited

once made by the employee making the donation. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from City service.

h. Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.

i. For the purpose of the Section, "immediate family member" as referenced under Eligibility shall be defined as provided for in Section 19.6.

j. Under extenuating and extraordinary circumstances and upon recommendation of the Human Resources Director the City Manager may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice or precedence.

It is further understood that Catastrophic Leave will not apply to employees receiving Workers Compensation benefits or SDI benefits. These issues are under legal review and may require further explanation and amendment.

Section 20. Probationary Period

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

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

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

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

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

Section 21. Layoff and Reemployment

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable, in the

opinion of the City, to perform the work required. An employee laid off from City service prior to being rehired must pass the physical examination administered by a City-appointed physician and must pass the background check administered by the Police Department. The names of employees laid off shall be placed on a Reemployment Eligible List as hereinafter specified.

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

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

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

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

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

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

Section 22. Discharge or Discipline

22.1 Right of Discharge or Discipline

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

22.2 Appeals

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

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

Section 23. Personnel Files

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

Section 24. Grievance Procedure

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

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

24.2 Referral to City Manager
If the grievance is not resolved within the Department, the employee or Association representative may notify the City Manager in writing that a grievance exists. Such notifications shall state the particulars of the grievance and, if possible, the nature of the determination which is desired. A grievance which has been heard and investigated pursuant to this Section and Section 24.1 and which remains unresolved thirty (30) calendar days after it has been submitted in writing referred to arbitration.

24.3 Arbitration
If arbitration is requested, representatives of the City and the Association shall meet promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

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

24.4 No Abridgement of Other Rights of Appeal
The provisions of this grievance procedure shall not abridge on rights granted to employees under the City Charter or City ordinances, resolutions, rules and regulations providing other procedures for resolving disputes, except that an employee may not submit a grievance to an arbitrator in accordance with this grievance procedure if the employee has elected to use another procedure available under the City Charter or City ordinances, resolutions, rules and regulations for the resolution of his or her grievance.

24.5 Pay Claims

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

24.6 Disciplinary Action

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

Section 25. Outside Employment

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

Section 26. Miscellaneous

26.1 Residence

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

26.2 Compensation of Property Damaged in the Course of Employment

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

26.3 Safety Glasses

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

26.4 Safety Equipment

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

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

The City shall provide at City expense to every new officer a soft body armor vest. Every

officer while assigned to uniformed patrol/operations shall as a condition of employment wear such vest.

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

26.5 Special Assignments

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

26.6 Bilingual Pay

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

26.7 Drug Free Work Place and Family Leave

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

26.8 Seat Belts

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

26.9 Police Officer Recruit

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

26.10 Meals

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

26.11 Canine Assignment Pay

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

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

If and when employee performs any extraordinary work involving the dog, employee shall report such work immediately to employer within 24 hours. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinarian care and any work which causes a substantial increase in work beyond what is compensated pursuant to paragraph 1.26.13 FTO Pay

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

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

26.12 Equipment Pay

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

Section 27. Separability of Provisions

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

Section 28. Past Practices an Existing Memoranda of Understanding

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

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

Section 29. Officer Retention

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

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SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
ALAMEDA POLICE OFFICERS ASSOCIATION
June 30, 2013 – JUNE 24, 2017

Made and entered into this _____ day of December, 2012.

ALAMEDA POLICE OFFICERS ASSOCIATION

By_____
Michael Abreu, APOA President

By_____
Ed Dowd, Negotiating Committee

APPROVED AS TO FORM:

By_____
Alison Berry Wilkinson
Counsel for APOA

CITY OF ALAMEDA

By_____
John A. Russo, City Manager

APPROVED AS TO FORM

By _____
Assistant City Attorney

APPENDIX A – SALARY SCHEDULE

CITY OF ALAMEDA
ALAMEDA POLICE OFFICERS ASSOCIATION
EFFECTIVE June 24, 2007

CODE	CLASSIFICATION		HOURLY STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4030	Police Sergeant		47.15	49.51	51.99	54.59	57.32
4040	Police Officer		38.73	40.67	42.70	44.84	47.08
			ANNUAL				
	Police Sergeant		98,072.00	102,980.80	108,139.20	113,547.20	119,225.60
	Police Officer		80,558.40	84,593.60	88,816.00	93,267.20	97,926.40
Retention Pay *(MOU Sec 11.9)*	10 YEARS SERVICE *(3%)*						
	Police Sergeant	HOURLY	1.41	1.49	1.56	1.64	1.72
		ANNUAL	2,932.80	3,099.20	3,244.80	3,411.20	3,577.60
	Police Officer	HOURLY					1.41
		ANNUAL					2,932.80
	OR						
	15 YEARS SERVICE *(3% plus 4%, compounded)*						
	Police Sergeant	HOURLY	3.35	3.53	3.70	3.89	4.08
		ANNUAL	6,968.00	7,342.40	7,696.00	8,091.20	3,723.00
	Police Officer	HOURLY					3.35
		ANNUAL					6,968.00
	OR						
	20 YEARS SERVICE *(3% plus 4%, plus 5%, compounded)*						
	Police Sergeant	HOURLY	5.88	6.18	6.48	6.81	7.15
		ANNUAL	12,230.40	12,854.40	13,478.40	14,164.80	14,872.00
	Police Officer	HOURLY					5.87
		ANNUAL					12,209.60
	Holiday-in-Lieu Pay *(MOU Sec. 16. Holidays)*						
	Police Sergeant	HOURLY	3.27	3.43	3.61	3.79	3.97
		ANNUAL	6,801.60	7,134.40	7,508.80	7,883.20	8,257.60
	Police Officer	HOURLY	2.69	2.82	2.96	3.12	3.27
		ANNUAL	5,595.20	5,865.60	6,156.80	6,489.60	6,801.60
Holiday-in-Lieu Pay for Retention Pay *(MOU Sec. 11.9 & Sec. 16)*	10 YEARS SERVICE *(3%)*						
	Police Sergeant	HOURLY	0.10	0.10	0.11	0.11	0.12
		ANNUAL	208.00	208.00	228.80	228.80	249.60
	Police Officer	HOURLY					0.10
		ANNUAL					208.00
	OR						
	15 YEARS SERVICE *(3% plus 4%, compounded)*						
	Police Sergeant	HOURLY	0.23	0.24	0.26	0.27	0.28
		ANNUAL	478.40	499.20	540.80	561.60	259.58
	Police Officer	HOURLY					0.23
		ANNUAL					478.40
	OR						
	20 YEARS SERVICE *(3% plus 4%, plus 5%, compounded)*						
	Police Sergeant	HOURLY	0.41	0.43	0.45	0.47	0.50
		ANNUAL	852.80	894.40	936.00	977.60	1,040.00
	Police Officer	HOURLY					0.41
		ANNUAL					852.80
Educational Reimbursement & Educational Incentive *(MOU Sec. 11.11) effective 6/30/2013*	Advanced POST Certificate *(4%)*						
	Police Sergeant	HOURLY	1.89	1.98	2.08	2.18	2.29
		ANNUAL	3,931.20	4,118.40	4,326.40	4,534.40	4,763.20
	Police Officer	HOURLY	1.55	1.63	1.71	1.79	1.88
		ANNUAL	3,224.00	3,390.40	3,556.80	3,723.20	3,910.40
	OR						
	Bachelor's degree after 3 Years Service *(5%)*						
	Police Sergeant	HOURLY	2.36	2.48	2.60	2.73	2.87
		ANNUAL	4,908.80	5,158.40	5,408.00	5,678.40	5,969.60
	Police Officer	HOURLY				2.24	2.35
		ANNUAL				4,659.20	4,888.00
	OR						
	Master's degree after 5 Years Service *(6%)*						
	Police Sergeant	HOURLY	2.83	2.97	3.12	3.28	3.44
		ANNUAL	5,886.40	6,177.60	6,489.60	6,822.40	7,155.20
	Police Officer	HOURLY					2.82
		ANNUAL					5,865.60

Canine Assignment Pay **effective 1-1-2008** FOR ALL CLASSIFICATIONS AND STEPS *(MOU Sec 26.12)* *(subject to change according to the higher of State or Federal Minimum Wage rates)*	8.00/hour 12.00/hour overtime rate 5 hours/week 3,120/year

APPENDIX B – TRANSFERRING 1082 PENSION SYSTEM MEMBERS TO PERS

AGREEMENT
TRANSFERRING 1082 PENSION SYSTEM MEMBERS TO PERS

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

RECITALS:

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

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

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

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

   a) Section 20024.2 (One Year Highest Compensation)

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

   c) Section 21361.5 (Local System Service Credit)

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

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

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

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

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

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

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

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

"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. <u>Medical Insurance</u>

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