

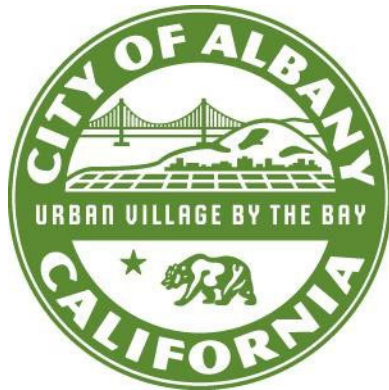
Memorandum of Understanding

Between

City of Albany

and

Albany Fire Fighters' Association, I.A.F.F. Local 5130



January 1, 2024 through December 31, 2027

TABLE OF CONTENTS

| | |
|--|-----------|
| 1. RECOGNITION | 3 |
| 1.1 ASSOCIATION RECOGNITION | 3 |
| 1.2 CITY RECOGNITION | 3 |
| 2. ASSOCIATION RIGHTS..... | 4 |
| 2.1 DUES DEDUCTIONS | 4 |
| 2.2 NEW EMPLOYEE ORIENTATION | 4 |
| 3. PROBATIONARY PERIOD | 4 |
| 4. DISCIPLINARY ACTION..... | 5 |
| 4.1 DISCIPLINARY ACTION | 5 |
| 4.2 COPY OF NOTICE..... | 5 |
| 4.3 DISCIPLINARY ACTION APPEAL PROCEDURE FOR WRITTEN REPRIMANDS | 6 |
| 4.4 DISCIPLINARY ACTION APPEAL PROCEDURE FOR ACTIONS OTHER THAN WRITTEN REPRIMANDS | 6 |
| 5. SALARY PLAN | 6 |
| 5.1 WAGES AND CLASSIFICATIONS | 6 |
| 5.2 APPLICATION OF WAGE RATES..... | 7 |
| 5.3 MOTIVATION, PRODUCTIVITY AND PERFORMANCE APPRAISALS | 7 |
| 5.4 PAYDAY/PAY PERIODS | 7 |
| 5.5 PAY DEFINITIONS | 8 |
| 5.6 ACTING PAY/TEMPORARY UPGRADE PAY..... | 8 |
| 5.7 SALARY AFTER PROMOTION OR DEMOTION | 8 |
| 5.8 EMT-1 CERTIFICATION INCENTIVE..... | 9 |
| 5.9 PARAMEDIC LICENSE INCENTIVE | 9 |
| 5.10 EDUCATION REIMBURSEMENT | 9 |
| 5.11 LONGEVITY PAY..... | 10 |
| 6. HOURS OF WORK..... | 10 |
| 6.1 NORMAL WORK CYCLE | 10 |
| 6.2 NORMAL WORKDAY | 10 |
| 6.3 NORMAL WORK SCHEDULE..... | 10 |
| 6.4 RESIDENCY REQUIREMENT | 10 |
| 6.5 OVERTIME AND FLSA OVERTIME | 11 |
| 6.6 EFFECT OF ABSENCE | 11 |
| 6.7 MINIMUM REPORTABLE PERIODS..... | 11 |
| 6.8 COMPENSATORY TIME OFF | 11 |
| 6.9 SHIFT TRADES | 12 |
| 7. HOLIDAYS AND HOLIDAY PAY | 12 |
| 8. SICK LEAVE..... | 13 |
| 8.1 ENTITLEMENT | 13 |
| 8.2 USE OF SICK LEAVE..... | 13 |
| 8.3 SICK LEAVE CONVERSION AT RETIREMENT | 13 |
| 9. VACATION | 14 |
| 9.1 VACATION ACCRUALS | 14 |

| | | |
|---------------------------------------|--|-----------|
| 9.2 | MISCELLANEOUS REQUIREMENTS | 14 |
| 10. | PAID LEAVES | 15 |
| 10.1 | DISABILITY LEAVE | 15 |
| 10.2 | BEREAVEMENT LEAVE | 15 |
| 10.3 | MILITARY LEAVE | 15 |
| 10.4 | JURY DUTY LEAVE/RESPONDING TO A SUBPOENA | 16 |
| 11. | UNIFORM ALLOWANCE | 16 |
| 12. | INSURANCE AND PENSION..... | 16 |
| 12.1 | PERS MEDICAL..... | 16 |
| 12.2 | FLEXIBLE BENEFITS PLAN | 16 |
| 12.3 | DENTAL AND ORTHODONTIA INSURANCE | 17 |
| 12.4 | SUPPLEMENTAL ORTHODONTIA BENEFIT..... | 17 |
| 12.5 | ALTERNATE BENEFIT | 17 |
| 12.6 | LIFE INSURANCE..... | 18 |
| 12.7 | WORKERS' COMPENSATION | 18 |
| 12.8 | PENSION FOR CALPERS CLASSIC FIRST LEVEL EMPLOYEES | 19 |
| 12.9 | PENSION FOR CALPERS CLASSIC SECOND LEVEL EMPLOYEES..... | 19 |
| 12.10 | PENSION FOR CALPERS PEPRA NEW EMPLOYEES | 20 |
| 12.11 | RETIREE MEDICAL/RETIREE HEALTH SAVINGS..... | 21 |
| 12.12 | MEDICAL BENEFITS FOR A "LINE OF DUTY" DEATH | 22 |
| 12.13 | CHANGES IN FEDERAL OR STATE LAW | 22 |
| 13. | REDUCTION IN FORCE AND REEMPLOYMENT | 22 |
| 13.1 | LAYOFF PROCEDURE | 22 |
| 13.2 | NOTICE OF LAYOFF | 22 |
| 13.3 | CALLBACK..... | 22 |
| 14. | GRIEVANCE PROCEDURE..... | 23 |
| 14.1 | DEFINITION..... | 23 |
| 14.2 | PROCEDURE..... | 23 |
| 14.3 | GENERAL CONDITIONS | 25 |
| 15. | SAVINGS CLAUSE..... | 26 |
| 16. | GENERAL PROVISIONS..... | 26 |
| 16.1 | DIRECT DEPOSIT AND PAYROLL DEDUCTIONS | 26 |
| 16.2 | PUBLIC ASSISTANCE | 26 |
| 16.3 | DUTIES | 26 |
| 16.4 | RELEASE TIME | 27 |
| 16.5 | STATUS OF VACATION, SICK LEAVE AND COMPENSATORY TIME OFF | 27 |
| 16.6 | MINIMUM STAFFING | 27 |
| 16.7 | DEPARTMENT RULES AND REGULATIONS..... | 27 |
| 16.8 | CITY OF ALBANY PERSONNEL RULES AND REGULATIONS | 27 |
| 17. | SCOPE OF MEMORANDUM OF UNDERSTANDING..... | 27 |
| 18. | DURATION | 28 |
| APPENDIX A - SALARY STEPS..... | | 30 |

MEMORANDUM OF UNDERSTANDING

between

CITY OF ALBANY

and

ALBANY FIRE FIGHTERS' ASSOCIATION, I.A.F.F. Local 5130

The Albany Fire Fighters' Association, International Association of Firefighters, Local 5130 and representatives of the City of Albany have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and other employer-employee relations of such employees.

The legal relationship between the City of Albany, its employees, and the Albany Fire Fighters' Association, I.A.F.F. Local 5130 is governed by the Meyers-Milias-Brown Act (California Government Code Section 3500, et seq.), the City Charter, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to a subject matter which is also referred to in the "City of Albany Personnel Rules and Regulations" amended May 10, 2006 or any other city ordinance, the provisions of this Memorandum of Understanding shall prevail.

This Memorandum of Understanding shall be presented to the City Council of the City of Albany as the joint recommendation of the undersigned parties for the term January 1, 2024 through December 31, 2027.

1. Recognition

1.1 Association Recognition

The Albany Fire Fighters' Association, I.A.F.F. Local 5130 hereinafter referred to as the "Association," is the recognized employee organization for the following positions in the Albany Fire Department:

Fire Fighter
Engineer
Lieutenant
Captain

1.2 City Recognition

The City Manager, as the Municipal Employee Relations Officer, or any management representative duly authorized by the City Manager, is the representative of the City of Albany, hereinafter referred to as the "City."

2. Association Rights

2.1 Dues Deductions

Dues deductions for the Association shall be for a specific amount and shall be made only upon the voluntary written authorization of the employee on forms provided by the Association. The Association will be the custodian of record for dues deduction authorization forms and will provide the City with a written certification that it has and will maintain a dues deduction authorization form, signed by each individual from whose salary or wages the deduction or reduction is to be made.

The City will direct employee requests to authorize dues deduction(s), or requests to cancel or change status regarding such deductions, to the Association and shall rely on information provided by the Association regarding whether a dues authorization/change in deduction(s) has been properly requested by the employee. The City will cease Association dues deduction within thirty (30) days after receiving written notification from the Association that an employee has cancelled his or her dues deduction.

2.2 New Employee Orientation

Except by mutual agreement, the City will notify the Association not less than ten (10) calendar days prior to a new employee orientation. The parties understand that this may mean that the orientation occurs after the employee's first day of work. The City will continue to provide the Association with the opportunity to participate in the new employee orientation, and will continue to provide the Association with employee information upon request. The parties agree that this complies with the Association's rights under state law (e.g., AB 119).

3. Probationary Period

Each employee covered by this Memorandum of Understanding shall serve a twelve (12) month probationary period of actual and continuous service, commencing at the time the employee is first appointed to his/her regular, full-time position. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave.

The probationary period is an intrinsic part of the employee selection process. It shall be used for closely observing the employee's work and conduct, including attitude towards work, and for rejecting of any probationary employee whose performance does not meet required standards. During the probationary period, an employee may be terminated at any time by the Fire Chief without the right of appeal. An employee's probationary period following a promotional appointment shall be extended for periods of time off which exceed that employee's annual vacation accrual plus any other paid or unpaid leave of five (5) days.

The probationary period may be extended at the discretion of the Fire Chief for a period not to exceed six (6) additional months with written notice to the employee.

Employees serving a probationary period following a promotional appointment, who are not performing satisfactorily in the opinion of the Fire Chief, will be offered reinstatement to the position from which he/she was promoted, unless the employee is discharged in accordance with the provisions of Section 4 of this Memorandum of Understanding. Upon satisfactory completion of the probationary period, he/she will continue as a regular employee.

4. Disciplinary Action

4.1 Disciplinary Action

The Fire Chief shall be vested with the powers to discipline employees of the department, and for cause, may suspend up to thirty calendar days. The City Manager shall be vested with the powers to discipline an employee, and for cause, may dismiss from employment an employee. If any part of this section should conflict with the California Firefighters Procedural Bill of Rights Act (FBOR), the FBOR shall prevail. The term “disciplinary action” shall include the following actions:

- 1) written reprimand
- 2) suspension
- 3) demotion, except when employee is rejected during a promotional probationary period
- 4) reduction in pay
- 5) dismissal

Represented employees shall have thirty days within which to file a written response to any adverse comment entered in his/her personnel file. The written response shall be attached to, and shall accompany, the adverse comment.

When a represented employee is called into a meeting that he/she reasonably believes could result in disciplinary action, the employee shall have the right to request an Association representative present. If such a request is made, the meeting shall be continued until a representative can be secured.

Any person disciplined, in accordance with the above provisions, shall be immediately notified in writing of such charges, or actions, by certified mail or delivery in person. Any person aggrieved by such action may utilize the Disciplinary Action Appeal Procedure as hereinafter set forth, as a means of appeal from such action by the City.

Any time limit described in the appeal procedures may be extended only by mutual agreement in writing.

4.2 Copy of Notice

The City shall provide the Association with a copy of notice of proposed or enacted disciplinary action for employees who provide the City with a written and signed release authorizing the City to do so.

4.3 Disciplinary Action Appeal Procedure for Written Reprimands

Written reprimands may be appealed to the City Manager within seven calendar days of receipt of disciplinary action. The City Manager or designee, other than the supervisor and/or department head involved, shall review the circumstances and render a written decision within fourteen calendar days upon receipt of the disciplinary action appeal. The decision of the City Manager or designee shall be final and conclusive.

4.4 Disciplinary Action Appeal Procedure for Actions Other than Written Reprimands

The City agrees that no disciplinary action against an employee covered by this Memorandum of Understanding, except a written reprimand, shall be imposed unless such action is recommended by the City in a pre-disciplinary “Skelly” notice delivered to the employee either personally or by certified mail and shall contain the following:

- 1) A statement of the action proposed to be taken;
- 2) A copy of the charges, including the acts or omissions and grounds upon which the action is based;
- 3) If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule shall be included with the notice;
- 4) A statement that the employee may review and request copies of materials upon which the proposed action is based;
- 5) A statement that the employee has fourteen calendar days to respond to the author of the Skelly notice either orally or in writing.

The employee upon whom a Notice of Proposed Action has been served shall have fourteen calendar days to respond to the author of the Skelly notice either orally or in writing before the proposed action may be taken. Upon application and for good cause, the author of the Skelly notice may extend in writing the period to respond. If the employee’s response is not timely filed, or the employee has not requested an extension, the right to respond is lost.

Disciplinary actions may be appealed to the City Manager within seven calendar days of receipt of the disciplinary action. The City Manager or designee, other than the supervisor and/or department head involved, shall review the circumstances and render a written decision within fourteen calendar days upon receipt of the disciplinary action appeal.

Only the Association may appeal the decision of the City Manager or designee. Such an appeal shall be to an arbitrator selected by the mutual agreement by the City and the Association and shall be filed with the City Manager within thirty calendar days of the date of the City Manager’s or designee’s decision. Selection of an arbitrator and the arbitrator’s decision shall be bound as stated in this Memorandum of Understanding’s “Grievance Procedure” section.

5. Salary Plan

5.1 Wages and Classifications

Salary ranges for represented classifications shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

Effective the first full pay period following January 1, 2024, all classifications in the bargaining unit shall have their salaries increased by four percent (4.0%).

Effective the first full pay period following October 1, 2024, all classifications in the bargaining unit shall have their salaries increased by two percent (2.0%).

Effective the first full pay period following January 1, 2025 all classifications in the bargaining unit shall have their salaries increased by three percent (3.0%).

Effective the first full pay period following January 1, 2026, all classifications in the bargaining unit shall have their salaries increased by four percent (4.0%).

Effective the first full pay period following July 1, 2026, all classifications in the bargaining unit shall have their salaries increased by two percent (2.0%).

Effective the first full pay period following January 1, 2027, all classifications in the bargaining unit shall have their salaries increased by three percent (3.0%).

5.2 Application of Wage Rates

Where multiple steps are provided, the first step is the salary level at which entrance into a given classification of work begins and the level at which it carries through the first year. Advancement within the salary schedule specified for an employee's classification shall be on the basis of one year's satisfactory service, as evidenced by a performance evaluation.

If an employee receives an annual performance evaluation whose overall rating does not meet standards, then the employee shall not advance within the salary schedule for the employee's classification. However, the employee will be re-evaluated six (6) months from the evaluation period of the below standard evaluation and will advance if he or she receives an overall performance rating of meets standards or better as part of the re-evaluation. The annual performance evaluation date shall not change.

5.3 Motivation, Productivity and Performance Appraisals

In order to ensure the utilization of employees to accomplish the objectives of the organization and to help employees meet their needs and goals, there is hereby created an annual evaluation procedure to ensure that both the City and employee obtain the maximum from their work experience. Should an employee receive an overall rating of does not meet standards in his/her performance evaluation, review would follow on three-month intervals until expectations are met. Results of employee appraisals would be considered in making appointments to higher or more permanent positions. The evaluation arrived at, pursuant to this procedure, shall not be subject to the grievance procedure.

The annual evaluation shall be reviewed with the employee, and the employee will sign the evaluation form to acknowledge such review. The employee shall have fourteen calendar days after receiving his/her evaluation to make written comments on the evaluation form,

and such comments shall remain a permanent part of the evaluation. Employees shall be given a copy of the annual evaluation.

5.4 Payday/Pay Periods

Payday shall be every other Friday (bi-weekly) beginning 12:00 AM Monday and ending fourteen days (336 hours) later, at 12:00 AM Monday before the payday. When a payday falls on a holiday recognized in this Memorandum of Understanding, or a recognized bank holiday, payment will be made on the last regular working day immediately preceding such holiday. The City will make reasonable efforts to ensure that employees receive paychecks or electronic fund transfers on payday no later than 1:00 p.m. However, the City shall not be held responsible for bank errors, or late posting to employee's bank accounts for reasons beyond the City's control.

5.5 Pay Definitions

Base Pay: Base hourly rate plus Longevity Pay (if applicable) without any other specialty pay.

Specialty Pay: Incentive pay added to the base pay for EMT-1 certification or Paramedic licensure.

Straight-time Pay Rate: Base pay plus specialty pay.

Overtime Pay Rate: One and one-half times the straight-time pay rate, plus acting and holiday pay.

5.6 Acting Pay/Temporary Upgrade Pay

In the absence of a Captain, Lieutenant, or Engineer, the Fire Chief may designate a Lieutenant, Engineer, or a Fire Fighter to serve in an acting capacity. If such is the case, the Acting individual shall receive additional compensation of five percent (5%) or step one (1) of the classification in which they are temporarily assigned, whichever is greater, at the straight-time pay rate.

In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation (2 CCR §571), the monetary value of Acting Pay shall be reported to CalPERS as Special Compensation. The parties agree that acting pay, referred to as "Temporary Upgrade Pay" by CalPERS, is described in Title 2 CCR, Section 571(a)(3) as a "Premium Pay" – a type of reportable Special Compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable as Special Compensation. "New Members" as defined by PEPR, are ineligible to have the value of Acting Pay reported to CalPERS.

5.7 Salary after Promotion or Demotion

When an employee is moved from one classification to a classification with a higher maximum salary (promotion), the employee shall be appointed at the minimum step of the

salary range in the new classification; provided, however, the employee receives a minimum five percent increase in salary upon such promotion, not to exceed the maximum salary step of the new classification.

When an employee is moved from one classification to a classification with a lower maximum salary (demotion), the employee's salary shall be adjusted to the salary prescribed for the classification to which the employee is demoted. The employee shall be placed at the step of the salary range prescribed for such lower classification that most nearly approximates the salary the employee was receiving; provided, however that such salary does not exceed the maximum rate for such lower classification. This paragraph shall not apply when an employee is rejected during a probationary period; rather, such an employee shall be placed at the same step the employee was placed prior to the promotion.

5.8 EMT-1 Certification Incentive

All represented employees who maintain State of California EMT-1 certification shall receive an additional four percent (4.0%) compensation over base salary.

Represented employees are eligible to receive either the EMT-1 Certification Incentive or the Paramedic License Incentive, but shall not be eligible to receive both incentives. No reimbursement is provided for costs incurred in renewing an EMT-1 certificate.

5.9 Paramedic License Incentive

All represented employees who maintain a State of California Paramedic License shall receive an additional eleven percent and one-half percent (11.5%) compensation over base salary. An employee who possesses a State of California Paramedic License and elects to receive the compensation provided under this paragraph shall be required to perform ALS Paramedic services during the period of his/her licensure. No reimbursement is provided for costs incurred in renewing a Paramedic License.

Represented employees are eligible to receive either the Paramedic License Incentive or the EMT-1 Certification Incentive, but shall not be eligible to receive both incentives.

5.10 Education Reimbursement

At the beginning of each fiscal year of this Memorandum of Understanding, the City will contribute Five Thousand Five Hundred Dollars (\$5,500) into a fund to provide reimbursement for employees' receipted costs for tuition, fees and books incurred by attending educational programs/classes which are directly related to the present or known future needs of the City. Reimbursement will be at One Hundred percent of such receipted costs, to a maximum of Two Thousand Dollars (\$2,000) per employee per fiscal year.

In order to be reimbursed for such costs, the employee shall submit the request for reimbursement prior to beginning the program/class to the employee's Fire Chief for approval by the City Manager, and the employee must attain a passing grade of "C" or better, or a "pass" in a pass/fail program. For programs where a passing grade is not provided, presentation of a

certificate of completion will be required. Unused funds will not be carried over into the next fiscal year.

The Education Reimbursement reserve account will be on a first come first serve basis.

In the event the Education Reimbursement reserve account has funds remaining at the end of the fiscal year, employees who have already received a reimbursement may apply for additional reimbursement up to two thousand dollars (\$2,000), subject to the remaining balance in the fund. Additional reimbursement requests must be received no later than July 31 following the end of the fiscal year for which the claim is made. If multiple employees apply for additional reimbursement, reimbursement shall be pro rata (e.g., if two employees apply, each shall qualify for up to half of the balance). Additional reimbursements are subject to the same requirements as stated above.

5.11 Longevity Pay

Effective the first full pay period following January 1, 2024, employees who have completed at least nine (9) years of sworn fire service with the City of Albany shall be eligible for longevity pay as follows:

| Years of Service | Monthly Amount |
|---|-----------------------|
| Completion of Nine (9) years City service | 2.5% of base pay |
| Completion of Fourteen (14) years City service | 5.0% of base pay |
| Completion of Nineteen (19) years City service | 7.5% of base pay |
| Completion of Twenty-Four (24) years City service | 10% of base pay |

The amounts listed above are not cumulative.

6. Hours of Work

6.1 Normal Work Cycle

The normal work cycle for employees occupying full-time positions shall consist of two hundred twelve hours to be worked within a twenty-eight day period, consistent with the provisions of the Fair Labor Standards Act.

6.2 Normal Workday

The normal workday shall consist of twenty-four hours per shift, including on-duty time for meals when the operational needs of the department permits such duty break. The daily routine for fire fighters will continue to begin at 8:00 a.m. and normally end at 4:00 p.m., excluding those services provided after 4:00 p.m.

6.3 Normal Work Schedule

The normal work schedule shall consist of two consecutive twenty-four hour workdays within a six-day period in accordance with the following chart:

X = 24 hours on-duty

O = 24 hours off-duty

XXOOOOXXOOOO

6.4 Residency Requirement

The City and the Association agree that every employee in a represented classification must, within six months following the completion of the probationary period, reside not more than one hundred twenty miles from the intersection of Marin and San Pablo Avenues in the City of Albany, California. The one hundred twenty miles are defined by taking a California map and drawing a circle whose center is the intersection of Marin and San Pablo Avenues and whose radius is one hundred twenty miles in length.

Said employee who does not live within the required distance, or wishes to reside outside the required distance, may request a waiver from the provisions of this section. The option of granting or not granting such a waiver is at the discretion of the Fire Chief whose decision shall be final and not subject to the grievance procedures.

6.5 Overtime and FLSA Overtime

When an employee has worked in excess of the normal work cycle or normal work schedule as specified in Sections 6.1 and 6.3 herein, with authorization of the Fire Chief or his/her designee, said employee will be compensated at the rate of one and one-half times the straight-time pay rate for all such overtime performed by said employee for the City. When computing overtime for twenty-four hour employees, the straight-time pay rate will be determined by dividing the monthly rate by 242.67. All overtime worked during a payroll period shall be paid on the paycheck covering that payroll period.

FLSA Overtime shall be paid due to the Normal Work Schedule exceeding the Normal Work Cycle. FLSA Overtime pay shall be paid at the rate of three hours of straight-time pay each pay period, excluding any pay period where there has been six or more hours of unpaid leave.

6.6 Effect of Absence

In determining a normal day or work cycle's work, any time taken as "absent without pay" in such day or work cycle will first be worked as straight-time before premium rates are applicable. Sick leave, compensatory time off, vacation time, holidays, disability leave, bereavement leave, or military leave may, with approval of the Fire Chief or his/her designee, be taken without affecting these premium pay provisions.

6.7 Minimum Reportable Periods

Except as otherwise provided herein, minimum reportable periods of overtime will be one-half (½) hour.

- a. Callback. When an employee is called out from home for an isolated period of duty, the minimum reportable period will be two (2) hours.
- b. Court Callback. When an employee is subpoenaed to give testimony while off duty about events arising out of his/her employment, the minimum reportable period will be four (4) hours.

6.8 Compensatory Time Off

Effective upon adoption of the MOU in 2024, bargaining unit employees are no longer permitted to earn compensatory time off. All overtime will be worked for pay.

6.9 Shift Trades

Shift trades shall be made without restriction and without giving rise to an "overtime pay" obligation. For payroll purposes, each employee will be credited as if he or she had worked his or her normal work schedule for that shift. Shift trades are subject to the following requirements:

- The shift trade must be voluntary
- Supervisor approval is received
- Trades shall only be permitted between individuals of like rank, or individuals qualified to act in the appropriate rank. However, a shift trade will not be permitted where it would result in additional overtime (e.g., through backfill) or acting pay.

7. Holidays and Holiday Pay

In lieu of having time off for holidays, employees covered by this Memorandum of Understanding shall be entitled to additional special compensation at the rate of seven [7] hours of straight-time pay each pay period for the following observed holidays:

| | |
|-----------------------------------|------------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr.'s Birthday | Admissions Day |
| Presidents' Day | Indigenous Peoples' Day |
| Memorial Day | Veterans' Day |
| Independence Day | Thanksgiving Day |
| Juneteenth Day | the day following Thanksgiving Day |
| | Christmas Day |

8. Sick Leave

8.1 Accrual

Employees shall accrue 5.54 hours of sick leave each pay period at the straight-time pay rate. There shall be no maximum accrual of sick leave hours.

Effective upon City Council adoption of this agreement, employees shall accrue 6.92 hours of sick leave each pay period at the straight-time pay rate.

When sick leave usage extends to more than two shifts, the employee will provide the Fire Chief with satisfactory medical evidence that the leave was necessary. When the Fire Chief deems it necessary, the Fire Chief or his/her designee has the right to investigate and determine the extent of the illness of any employee claiming benefits under this Section.

In computing sick leave, no sick leave shall be earned during leave of absence without pay, including disciplinary action resulting in unpaid leave.

8.2 Use of Sick Leave

Employees may, at the discretion of the Fire Chief or his/her designee, use sick leave for illness, injury, medical appointments, childbirth, or disability in his/her immediate family or household. Immediate family or household is defined as an employee's parent, spouse, registered domestic partner, child (including an adopted, foster or step child), parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or anyone who has acted in the capacity of an immediate family member. This is not considered additional days off. In order to utilize paid sick leave for immediate family purposes, the employee must have accumulated such time in accordance with this Section.

8.3 Sick Leave Conversion at Retirement

Upon retirement from regular City service, an employee will be entitled to compensation for accumulated unused sick leave hours as defined below.

The City agrees to provide the PERS Sick Leave Conversion benefit which allows employees to convert their remaining sick leave accrual balance to additional PERS retirement service credit. Upon retirement, employees shall convert their remaining sick leave balance between one hour and two thousand hours to PERS service credit. Any remaining balance above two thousand seven hundred fifty-one hours shall also be converted to PERS service credit.

Any sick leave balance between two thousand one hours and two thousand seven hundred fifty-one hours shall be contributed at the current straight-time pay rate into an employee's RHS account. This provision is further explained in Section 12.11.

9. Vacation

9.1 Vacation Accruals

Vacations accrue from the employee's anniversary date and are based on anniversary years of service. Employees are entitled to vacation time off with straight-time pay in accordance with the following schedule:

| Years of Service | Vacation Accrual |
|------------------------------|---|
| First year of service | 5.54 hours each pay period <i>Employee ineligible to take vacation</i> |
| Second through Fourth | 5.54 hours each pay period |
| Fifth through Ninth | 8.31 hours each pay period |
| Tenth through Fourteenth | 9.69 hours each pay period |
| Fifteenth through Nineteenth | 11.08 hours each pay period |
| Twentieth and Thereafter | 12.46 hours each pay period |

Such vacation will be without loss of pay, benefits or privileges. For example, an employee hired on January 1, 2024, will receive 5.54 hours per pay period until January 1, 2028 at which time the vacation accrual will increase to 8.31 hours per pay period

9.2 Miscellaneous Requirements

- 1) Where possible, vacation leave will be taken at one time in order that the eligible employee may return to work physically and mentally refreshed. In administration of this Section, administrative personnel shall be guided by this stated purpose. However, the Fire Chief may permit a modification of this requirement.
- 2) The time at which an employee takes his/her vacation will be determined with due regard for the wishes of the employee, the date of application for a specific vacation period, the department seniority of employees, and with particular regard for the needs of the department.
- 3) Employees may change vacation leave to sick leave, with approval of the Fire Chief, in the event an employee on vacation becomes ill to the point that the Fire Chief is convinced the employee would not be capable of performing his/her duties if the employee was at work.
- 4) Where the total vacation accrual ends with a fraction of a working day, the vacation amount will be completed to the nearest one-hundredth of an hour.
- 5) In computing vacation time, no vacation shall be earned during leaves of absence without pay or during disciplinary actions resulting in unpaid leave.

- 6) If an employee is unable to take his/her scheduled annual vacation because of circumstances within the department's control, such annual vacation may be allowed at a later date when convenient to the department and without being subject to the vacation cap provisions contained in this section.

An employee whose unused vacation balance is equal to or greater than four hundred eight (408) hours at the end of the pay period which includes December 31 will not accrue vacation during subsequent pay periods until the pay period in which the employee's unused vacation balance is below four hundred eight hours; however, it is understood that an employee's vacation accrual may exceed the maximum amount during the calendar year.

This vacation cap provision shall not apply to an employee who was off work on non- industrial disability leave during the six months prior to December 31, or to an employee who was off work on Labor Code §4850 disability leave for at least eight months during the calendar year.

- 7) Upon separation of service or retirement, an amount equal to the value of one hundred percent of the employee's accrued vacation leave will be contributed to the employee's RHS account at the straight-time pay rate. If an employee retires or separates from City service, for any cause, and does not have an RHS account, the employee will be paid for all earned but unused vacation at the straight-time pay rate.
- 8) If an employee does not use his/her allotted vacation during the calendar year, the employee can sell up to three (3) shifts at straight-time back to the City. The combination of vacation used during the calendar year and the vacation sell back cannot exceed the employee's annual vacation allotment. Employees may elect this option by December 31 of each year for the cash out the following calendar year. The cash out election is irrevocable, and the City will follow IRS regulations regarding cash payment of leave.

10. Paid Leaves

10.1 Disability Leave

An employee who is disabled due to a non-work related injury or illness shall be provided reasonable accommodations under the Americans with Disabilities Act.

10.2 Bereavement Leave

The Fire Chief may grant a leave of absence with pay for up to seven calendar days per incident in the event of the death of a member of the employee's immediate family or household. In special cases, at the discretion of the Fire Chief, bereavement leave may be granted to attend the funeral or memorial service of persons not included within the immediate family or household. Immediate family or household is defined as an

employee's parent, spouse, registered domestic partner, child (including an adopted, foster or step child), parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, any other relationship required by state law, or anyone who has acted in the capacity of immediate family member.

Employees may use eligible leave banks (including vacation and sick leave) to take off additional shifts (up to a total of five (5) per instance of bereavement, including the paid leave provided in the paragraph above). For example, if the employee is granted three (3) shifts of bereavement leave, they may take off up to two (2) additional shifts using eligible leave hours.

10.3 Military Leave

Military leave shall be granted in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act. Whenever possible, the employee involved shall notify his/her department of such leave requested at least ten (10) working days in

advance of the beginning date of such leave. Upon termination of military leave, the employee, in accordance with applicable laws, may return to his/her job classification without loss of seniority or other benefits.

10.4 Jury Duty Leave/Responding to a Subpoena

An employee called for service as a juror, or who is subpoenaed to give testimony in a criminal case, will be granted a leave for the period required by the court. During such period of leave, the employee will be entitled to normal pay; however, he/she will remit to the City the jury or witness fee, if any (excluding mileage allowance), received by the employee in connection with the jury or witness leave.

11. Uniform Allowance

Fire Department employees will receive a uniform allowance each pay period in the amount of \$38.46. As long as it is permitted under the Government Code, the uniform allowance shall be reported to CalPERS as Special Compensation. "New Members" as defined by PEPRA, are ineligible to have the value of the Uniform Allowance reported to CalPERS. In addition, the City will continue to reimburse employees for the cost of repairs to uniforms damaged in the line of duty. Safety boots are designated as safety equipment and will be replaced on an as-needed basis as determined by the Fire Chief.

12. Insurance and Pension

12.1 PERS Medical

Permanent or probationary full-time employees have the option of enrolling in medical plans provided under the Public Employees Medical and Hospital Care Act ("PEMHCA") insurance program. The City's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be the minimum monthly amount required by the PEMHCA.

12.2 Flexible Benefits Plan

The City shall offer an Internal Revenue Code Section 125 Plan (“flexible benefits plan”) that contains the components of benefits allowance, premium conversion, health care reimbursement account, and dependent care reimbursement account. Permanent or probationary full-time employees may participate in the flexible benefits plan.

The City shall contribute up to one hundred percent (100%) of the applicable Kaiser PEMHCA Region 1 rate (single, two-party, family), plus any administrative fees, less the City’s monthly PEMHCA contribution, to the flexible benefits plan on behalf of each employee participating in the PEMHCA. The City’s contribution to the flexible benefits plan plus the City’s monthly PEMHCA contribution equals an amount up to the applicable Kaiser PEMHCA Region 1 rate.)

The City’s contributions under this section may be used solely for the purchase of health insurance benefits under the PEMHCA.

[Note: The term “Region 1” is intended to reference the applicable premium rates of the region the City of Albany is classified as being part of, as determined by CalPERS.]

12.3 Dental and Orthodontia Insurance

The City will continue to provide dental insurance for full-time employees. The City agrees to contribute one hundred percent of the dental insurance premium for each full-time employee and his/her eligible dependents. Dental coverage includes the following summary of benefits, as listed in the evidence of coverage booklet: one hundred percent diagnostic and preventative benefits, at least eighty percent basic benefits, and at least sixty percent other benefits. The calendar year maximum is two thousand five hundred dollars (\$2,500) per enrollee per calendar year. Maximum orthodontia coverage is two thousand five hundred dollars (\$2,500) per enrollee per lifetime.

12.4 Supplemental Orthodontia Benefit

The City will contribute up to ten thousand dollars (\$10,000) for each fiscal year into a fund to provide reimbursement for employees’ receipted costs for orthodontia expenses over the dental payment limit of two thousand five hundred dollars (\$2,500).

Eligible employees can be reimbursed up to one thousand five hundred dollars (\$1,500) per individual per lifetime for orthodontia upon proof of expense and limit reached on primary and secondary insurance.

Reimbursements will be at the same percentage rate as the dental and orthodontia insurance (currently sixty percent). The orthodontia reserve account will be on a first come first serve basis. If funds are unavailable in one fiscal year, expenses may be submitted in the next fiscal year.

12.5 Alternate Benefit

An employee who is eligible for the PEMHCA and who also has health plan coverage as a result of being an eligible dependent can waive his/her participation in the City's medical plan and elect the City's alternate benefit. To participate in this program, the employee shall sign a waiver opting out of the PEMHCA and shall provide proof of alternate health plan coverage and confirm such proof no later than January 1 of each year. Proof of other coverage must show that the employee and all individuals in the employee's expected tax return have (or will have) minimum essential coverage.

- a. Employees who elect the "alternate benefit" shall receive "elective paid leave" as follows:
 - Each month, the employee will be credited with the number of hours of elective paid leave equivalent to the single rate for the Kaiser Region 1 PEMHCA plan rounded to the nearest dollar;
 - For example: If the Kaiser Region 1 PEMHCA single party rate is \$750 and the employee's hourly rate is \$25/hour, the employee will be credited with 30 hours per month of elective paid leave.
 - Elective paid leave may be used as normal discretionary leave – however, all other discretionary leave (i.e., vacation and compensatory time off) must be used first;
 - All accrued but unused elective paid leave will be paid out in the calendar year in which it is earned;
 - Each quarter, the City will cash out all accrued but unused elective paid leave at the rate at which it was earned (in the example above, payout would be at \$25/hour), as follows:
 - January, February, and March leave balances will be cashed out the last pay day in March.
 - April, May, and June leave balances will be cashed out the last pay day in June.
 - July, August, and September leave balances will be cashed out the last pay day in September.
 - Any accrued but unused elective paid leave remaining at the end of the calendar year will be paid out at the rate it was earned in the last pay period of the calendar year.

12.6 Life Insurance

Employees will be insured under a group policy paid by the City in the amount of Fifty Thousand Dollars (\$50,000) life insurance, and Fifty Thousand Dollars (\$50,000) accidental death and dismemberment insurance.

Employees shall have the option to purchase additional coverage at their own expense, if available.

Coverage will cease at the termination of employment, with the employee having the right to convert to an individual policy of insurance without taking a medical examination, and without any evidence of insurability.

12.7 Workers' Compensation

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. The City recognizes and agrees it is bound by the provisions of Section 4850 of the Labor Code of the State of California. A portion of this benefit may be through self-insurance on behalf of the City and portions through insurance carriers. In some instances, the City may provide benefits above and beyond those required by the statutes under Workers' Compensation, through Ordinance provisions. Should these areas of

insurance be covered by an outside insurance carrier, paid for by the City, any compensation payments to the employee from such carrier will be reimbursed to the City.

12.8 Pension for CalPERS Classic First Level Employees

Employees hired before May 14, 2012 shall participate in the Public Employees Retirement System (PERS), 3% @ age 55 formula for local safety fire members. The City agrees to provide the following PERS pension benefits to Classic First Level members:

- 1) 3% @ 55 retirement benefit as provided in GC § 21363.1.
- 2) Sick Leave Conversion of up to one hundred percent as provided in GC § 20965.
- 3) One-Year Final Compensation as provided in GC § 20042.
- 4) Fourth Level of 1959 Survivor Benefits as provided in GC § 21574.
- 5) Military Service Credit as Public Service as provided in GC § 21024.
- 6) The City shall pay the required employee nine percent PERS contribution (Employer Paid Member Contribution (EPMC)). The City shall continue to report the EPMC as special compensation as provided in GC § 20636(c)(4) pursuant to Section 20691.

- 7) Employees shall pay thirteen (13%) percent of eligible salary towards the City's share of PERS. These payments shall in no way affect or nullify the existing EPMC benefit outlined above.

As soon as practicable, the City will modify its contract with CalPERS to convert this additional contribution to an additional Member Contribution over and above Normal Contribution in accordance with Government Code 20516 (Employees Sharing Additional Cost).

If the City's share of PERS rates for Local Fire Safety Members ever falls below the amount currently being paid by the employees per this section, the amount paid by employees shall be reduced to match the current City PERS rate. If the City share of PERS rates rises again, the employees shall pay the increase back up to the maximum levels listed in this section.

12.9 Pension for CalPERS Classic Second Level Employees

Employees hired on or after May 14, 2012, who meet the Public Employee Retirement System definition of a "classic member" shall participate in the PERS, 3% @ age 55 formula for local safety fire members. The City agrees to provide the following PERS pension benefits to Classic Second Level members

- 1) 3% @ 55 retirement benefit as provided in GC § 21363.1.
- 2) Sick Leave Conversion of up to one hundred percent as provided in GC § 20965.
- 3) Three-year average final compensation as provided in GC § 20037.
- 4) Fourth Level of 1959 Survivor Benefits as provided in GC § 21574.
- 5) Military Service Credit as Public Service as provided in GC § 21024.
- 6) The City shall pay the required employee nine percent PERS contribution (Employer Paid Member Contribution (EPMC)). The City shall continue to report the EPMC as special compensation as provided in GC § 20636(c)(4) pursuant to Section 20691.
- 7) Employees shall pay thirteen (13%) percent of eligible salary towards the City's share of PERS. These payments shall in no way affect or nullify the existing EPMC benefit outlined above.

As soon as practicable, the City will modify its contract with CalPERS to convert this additional contribution to an additional Member Contribution over and above Normal Contribution in accordance with Government Code 20516 (Employees Sharing Additional Cost).

If the City's share of PERS rates for Local Fire Safety Members ever falls below the amount currently being paid by the employees per this section, the amount paid by employees shall be reduced to match the current City PERS rate. If the City share of PERS rates rises again, the employees shall pay the increase back up to the maximum levels listed in this section.

12.10 Pension for CalPERS PEPRAs New Employees

Employees hired on or after January 1, 2013 who meet the Public Employee Retirement System definition of a "PEPRA new member" shall participate in the 2.7% @ age 57 formula for local PEPRA safety fire members. The City agrees to provide the following PERS pension benefits to PEPRA new members:

- 1) 2.7% @ 57 retirement benefit as provided in Safety Option Plan 2 GC § 7522.25(d).
- 2) Sick Leave Conversion of up to one hundred percent as provided in GC § 20965.
- 3) Three-year average final compensation as provided in GC § 7522.32.
- 4) Fourth Level of 1959 Survivor Benefits as provided in GC § 21574.
- 5) Military Service Credit as Public Service as provided in GC § 21024.
- 6) Employees are not eligible for Employer Paid Member Contribution (EPMC).
- 7) The employee shall pay a Contribution Rate of fifty percent of the Total Normal Cost, as determined by PERS annually, as provided in GC § 7522.30.
- 8) In addition, effective upon adoption of this MOU, employees will contribute one percent (1%) of the employer rate. As soon as practicable, the City will modify its contract with CalPERS to convert this additional contribution to an additional Member Contribution over and above Normal Contribution in accordance with Government Code 20516 (Employees Sharing Additional Cost).
- 9) Pension compensation limitations shall apply as provided in GC § 7522.10.

12.11 Retiree Medical/Retiree Health Savings

All employees who have retired with the City may participate in the PERS Health plan. The City shall contribute the minimum employer contribution for retirees, as required by PERS under Government Code §22892 on behalf of each eligible retired employee.

The City established a Post Employment Retiree Health Savings Plan (RHS) on December

31, 2007. The RHS consists of reimbursement accounts for employees who meet the various length of service eligibility requirements listed below. Employees shall contribute to their RHS accounts as follows:

| <u>Years of Service</u> | <u>Contribution per pay period</u> |
|-------------------------------------|------------------------------------|
| 2 nd – 4 th | \$10 |
| 5 th – 9 th | \$25 |
| 10 th – 14 th | \$50 |
| 15 th – 19 th | \$75 |
| 20 th – 24 th | \$100 |
| 25 th – 34 th | \$800 |
| 35 th + | \$125 |

Effective the first full pay period following City Council adoption of this MOU, employees shall contribute to their RHS accounts as follows:

| <u>Years of Service</u> | <u>Contribution per pay period</u> |
|-------------------------------------|------------------------------------|
| 2 nd – 4 th | \$50 |
| 5 th – 9 th | \$100 |
| 10 th – 14 th | \$150 |
| 15 th – 19 th | \$200 |
| 20 th – 24 th | \$300 |
| 25 th and more | \$800 |

For example, an employee hired on January 1, 2024 will contribute \$50 per pay period beginning the pay period following January 1, 2025 (beginning of second year) and will contribute \$50 per day period until the pay period following January 1, 2028 (beginning of fourth year) at which time the employee will contribute \$100 per pay period.

Upon separation of service or retirement, an amount equal to the value of one hundred percent of the employee’s accrued vacation leave (and, if applicable, administrative leave) will be contributed to the employee’s RHS account at the straight-time pay rate.

Upon retirement, the employee’s sick leave hour balance between 2,001 and 2,751 hours will be contributed to the employee’s RHS account at the straight-time pay rate. Any sick leave hour balance below 2,001 hours or above 2,751 hours shall be used for PERS service credit. These contributions only apply to employees with an existing RHS account (see above).

12.12 Medical Benefits for a “Line of Duty” Death

The City shall reimburse the actual cost of medical benefits, up to the CalPERS Kaiser Bay Area family maximum, for the spouse and any eligible dependents of any bargaining unit member who dies “in the line of duty”. For purposes of this benefit, “line of duty

death” is limited to the death of a member directly attributed to a single (non-cumulative) event occurring during the course and scope of employment. The City’s reimbursement shall continue for up to 5 years. The City’s reimbursement will terminate if during that period the spouse remarries or reaches age 65. The City’s reimbursement for eligible dependents will terminate when a dependent reaches age 26.

12.13 Changes in Federal or State Law

If pursuant to any federal or state law enacted subsequent to the effective date of this Memorandum of Understanding, the City is required to pay contributions or taxes for hospital, medical, dental or any other benefits to be provided to employees, the City shall have the right to reopen this Memorandum of Understanding only with respect to such hospital, medical, dental or other benefit and the City's financial obligations therefore, it being understood that the amounts paid by the City for hospital, medical, dental or other benefits to be provided to employees will not be reduced during the term of this Memorandum of Understanding.

13. Reduction In Force and Reemployment

13.1 Layoff Procedure

Should it become necessary in the City's judgment due to lack of funds to reduce the number of employees, within classifications scheduled for layoff, employees with greater seniority in rank with the City will be retained over employees with less seniority in that rank. Employees scheduled for layoff may displace employees in successive lower classifications, providing that (1) the employee meets the requirements of the position being considered, or (2) the employee has served in the class being considered. Employees who are laid off have the option of being paid for unused vacation leave or keeping such leave on account with the City until the employee is rehired.

13.2 Notice of Layoff

The City will notify the Association at least thirty calendar days prior to laying off employees of the classifications within which reductions will be required. Employees to be laid off will receive written individual notice of layoff as soon as possible, but at least within thirty calendar days prior to layoff.

13.3 Callback

An employee laid off or demoted in lieu of layoff will be placed on a re-employment list in order of seniority and will remain on such list for a period of up to two years. At the end of the initial two-year period, the employee will submit to the City a copy of a current (not more than thirty days old) multi-phasic or equivalent physical examination. The City will pay the cost of such an examination. If the examination shows that the employee is physically fit to continue as a fire fighter, he/she will remain on the list for an additional two years. The re-employment list will be used to fill vacancies in those classifications on the list prior to hiring from the outside.

The City will notify a laid off employee, as well as the Association, of callback after layoff by certified mail to the employee's last address of record. It is the responsibility of a laid off employee to keep the City informed as to current address and telephone number. The employee has ten working days after receipt of notice in which to notify the City in writing of his/her acceptance or rejection of the City's offer. In the event offer is made for a lesser position, and the employee rejects the offer, the employee will remain in his/her position on the callback list. If the offer is made for the same position at the same or higher salary and the employee rejects the offer, the employee will be dropped from the callback list. If no response is received from the laid off employee within ten working days from the date of receipt of notice or attempt to deliver by certified mail, the City will contact the next employee, if any, on the list. Acceptance of a lesser position will not result in removal from the callback list, and the provisions of this paragraph will still apply.

Prior to re-employment, the employee must pass a multi-phasic physical examination; the City will pay the cost of such examination.

Employees hired following layoff will be considered as having been on leave without pay for the period of layoff and will be reinstated to their employment status prior to the layoff. A rehired employee will be paid at the current rate for the position to which rehired. If an employee is downgraded as a result of lack of funding, that employee will have the first opportunity for the position he/she last held if it becomes vacant, so long as the employee is a member of the Fire Department. Employees with seniority in a prior classification (the classification from which he/she was demoted) shall be the first reinstated to that classification.

14. Grievance Procedure

14.1 Definition

A grievance is any dispute which involves a claimed violation, the interpretation or application of any provision of this Memorandum of Understanding; or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and/or working conditions. Disciplinary action is not grievable under the grievance procedures of this Memorandum of Understanding. A grievant may be an employee covered by this Memorandum of Understanding, any group of employees, all of whom are covered by this Memorandum of Understanding, or the Association. If any part of this section should conflict with the California Firefighters Procedural Bill of Rights Act (FBOR), the FBOR shall prevail.

14.2 Procedure

A grievance shall be processed in the following manner:

Step 1

Within fourteen calendar days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the Fire Chief. For good and sufficient reason, the grievant may initiate the grievance at Step 2. The grievant will

clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance.

Step 2

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the Fire Chief within twenty-eight calendar days of the event or discovery of the event giving rise to the grievance. The written grievance shall be presented on a form provided by the City and shall contain the following:

- a) Name of grievant(s)
- b) Class title(s)
- c) Department
- d) Mailing address(es)
- e) A clear statement of the nature of the grievance (citing applicable sections of this Memorandum of Understanding or rules, regulations, resolutions, ordinances or existing practices)
- f) The date(s) on which the event(s) giving rise to the grievance occurred
- g) A proposed solution to the grievance
- h) The date of execution of the grievance form
- i) The signature of the grievant(s)
- j) The signature of the Association representative, if the Association is representing the employee.
- k) The date of the discussion meeting in Step 1 and the name of the supervisor involved.

The Fire Chief will investigate the grievance and confer with the grievant(s) in an attempt to resolve the grievance and the Fire Chief will thereafter issue his decision regarding the grievance in writing within fourteen calendar days of receipt of the written grievance.

Step 3

If the grievance is not resolved by the Fire Chief's decision in Step 2, the grievant may appeal the written grievance to the Municipal Employee Relations Officer within fourteen calendar days of receipt of the Fire Chief's decision in Step 2. The Municipal Employee Relations Officer will investigate the grievance, confer with persons affected and their representatives to the extent he/she deems necessary, and render a decision in writing within fourteen calendar days of receipt of the written grievance.

Step 4

If the grievance is not resolved by the decision of the Municipal Employee Relations Officer in Step 3, only the Association may appeal the decision of the Municipal Employee Relations Officer in Step 3. Such an appeal shall be to an arbitrator selected by mutual

agreement by the City and the Association and such appeal shall be filed with the Municipal Employee Relations Officer by the Association within thirty calendar days of

the date of the Municipal Employee Relations Officer's decision in Step 3.

In the event the City and the Association are unable to agree upon an arbitrator, a list of five names will be obtained from the Public Employment Relations Board from which each party may alternately eliminate one name until a single name remains.

The decision of the arbitrator shall be final and binding on all parties, except as follows:

- a) If any part of the arbitrator's decision requires the expenditure of unbudgeted funds, that part of the decision will be subject to ratification by the City Council; the remainder of the arbitrator's decision will be final and binding.
- b) If the City Council finds that the decision was procured by corruption, fraud, or other undue means; misconduct by the arbitrator; the arbitrator exceeds his/her power and the award cannot be corrected without affecting the merits of the decision upon the controversy submitted; the arbitrator refused to postpone the hearing for sufficient cause; the arbitrator refused to hear evidence material to the controversy; or by other conduct of the arbitrator contrary to the provisions of California Code of Civil Procedure, Title 9 "Arbitration" Sections 1280 - 1294.2, inclusive.

14.3 General Conditions

- 1) The Municipal Employee Relations Officer will act as a central repository for all grievance records.
- 2) Any time limit may be extended only by mutual agreement in writing, and the grievance may be moved to a higher step only by mutual agreement in writing.
- 3) An aggrieved employee may be represented by an Association representative at any stage of the proceedings. Both employee and representative will be entitled to attend proceedings without loss of compensation, should such proceedings conflict with normal working hours.
- 4) Failure on the part of the City or grievant(s) to appear in any case before the arbitrator, without good cause, will result in forfeiture of the missing party's case.
- 5) Proposals to add to or change this Memorandum of Understanding or written agreement in addenda supplementary hereto shall not be considered under this Section, 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 considered under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

- 6) Failure by the grievant or the Association to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant or the Association to initiate or appeal a grievance, and in the case of an appeal, the last answer to the grievance shall be deemed to be the resolution of the grievance. Failure of the City to respond to a grievance within the prescribed time limits shall automatically move the grievance to the next step.
- 7) The City and the Association will each bear the cost of preparing and presenting its case to the arbitrator, including witnesses. The cost of the arbitrator, court reporter (if mutually agreed upon) and other expenses incidental to the arbitration shall be shared equally by the parties.

15. Savings Clause

If any provision of this Memorandum of Understanding should be found to be invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or voter initiative or by judicial authority, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any provision, the City and the Association agree to meet within thirty days for the purpose of meeting and conferring with respect to such invalidation.

16. General Provisions

16.1 Direct Deposit and Payroll Deductions

Upon execution of the necessary forms available in the Finance Department, employees will have the opportunity to authorize direct deposit or payroll deductions through their financial institution.

16.2 Public Assistance

In order to assist the City, by reducing its costs of operation, the Association agrees to allow members of the Fire Department to clean glass and debris from the roadway when the fire fighters are called to the scene of an accident.

Further, the Association agrees to allow members of the Fire Department, while on duty out of the station, to provide public assistance as may be required to temporarily relieve a problem. The City will provide, during times of natural disasters such as storms, etc., signs, barricades and lights, which may be stored in departmental vehicles to be placed at the scene by members of the Department.

16.3 Duties

- 1) All duties required by the City of members of this department will be fire-service related as determined by the Fire Chief.
- 2) Upon request of the Association, the Fire Chief will meet with Association representatives for the purpose of consultation regarding fire-service related duties.

16.4 Release Time

The City agrees to provide an adequate and reasonable amount of release time for designated employees and representatives of the Association to conduct Association business and to engage in meet and confer sessions with official representatives of the Fire Department and the City of Albany.

16.5 Status of Vacation, Sick Leave and Compensatory Time Off

The City will provide each represented employee with a copy of the current payroll itemization, and the City will provide a revised payroll itemization to an individual employee when there is a change in such individual employee's payroll itemization. In addition, each employee's payroll stub will indicate the current vacation, sick leave and compensatory overtime accumulations for such employee.

16.6 Minimum Staffing

In consideration of mutual aid agreements in existence and approved by the Fire Fighters' Association in the 1976 Memorandum of Understanding, the minimum staffing in the Fire Department shall be increased from six (6) to seven (7) fire fighters per shift.

16.7 Department Rules and Regulations

The Fire Department Rules and Regulations currently in effect shall remain in effect and may be changed only after meeting and conferring with the Association.

16.8 City of Albany Personnel Rules and Regulations

The "City of Albany Personnel Rules and Regulations" shall apply to all members of the Association. Whenever this Memorandum of Understanding contains a provision relating to a subject matter that is also referred to in the "City of Albany Personnel Rules and Regulations," the provisions of this Memorandum of Understanding shall prevail.

17. Scope of Memorandum of Understanding

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

It is understood and agreed that any benefits and/or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged until the City and the Association meet and confer.

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


18. Duration

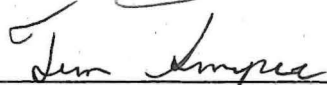
This Memorandum of Understanding shall be effective January 1, 2024, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth. All other terms and conditions specified in this Memorandum of Understanding will remain in effect through December 31, 2027 or until replaced by a successor Memorandum of Understanding.

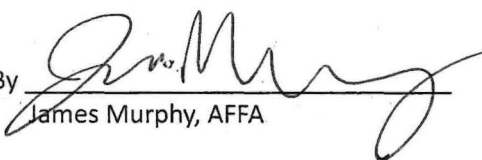
[Signatures on next page]

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this ^{18th} day of June, 2024.

ALBANY FIRE FIGHTERS ASSOCIATION,
I.A.F.F, LOCAL 5130


By 
Desmond Smyth, AFFA

By 
Tim Smyser, AFFA

By 
James Murphy, AFFA

CITY OF ALBANY

By 
Nicole Almaguer, City Manager

By 
Penny Ha, Human Resources Director

RATIFIED BY THE CITY COUNCIL

Dated: 6/18/2024

By 
City Clerk

Appendix A - Salary Steps

The monthly salary steps for employees in each classification shall be as follows:

| Effective first full pay period of following January 1, 2024 | | | | | | | | |
|--|---------|----------|----------|----------|----------|----------|----------|----------|
| Fire Captain | Monthly | \$10,812 | \$11,353 | \$11,920 | \$12,516 | \$13,142 | \$13,800 | \$14,489 |
| Fire Lieutenant | Monthly | \$9,806 | \$10,297 | \$10,812 | \$11,353 | \$11,920 | \$12,516 | \$13,142 |
| Fire Engineer | Monthly | \$8,894 | \$9,339 | \$9,806 | \$10,297 | \$10,812 | \$11,353 | \$11,920 |
| Fire Fighter | Monthly | \$8,066 | \$8,470 | \$8,894 | \$9,339 | \$9,806 | \$10,297 | \$10,812 |
| Effective first full pay period of following October 1, 2024 | | | | | | | | |
| Fire Captain | Monthly | \$11,028 | \$11,580 | \$12,159 | \$12,767 | \$13,405 | \$14,076 | \$14,779 |
| Fire Lieutenant | Monthly | \$10,002 | \$10,503 | \$11,028 | \$11,580 | \$12,159 | \$12,767 | \$13,405 |
| Fire Engineer | Monthly | \$9,072 | \$9,526 | \$10,002 | \$10,503 | \$11,028 | \$11,580 | \$12,159 |
| Fire Fighter | Monthly | \$8,228 | \$8,639 | \$9,072 | \$9,526 | \$10,002 | \$10,503 | \$11,028 |
| Effective first full pay period of following January 1, 2025 | | | | | | | | |
| Fire Captain | Monthly | \$11,359 | \$11,927 | \$12,524 | \$13,150 | \$13,807 | \$14,498 | \$15,222 |
| Fire Lieutenant | Monthly | \$10,302 | \$10,818 | \$11,359 | \$11,927 | \$12,524 | \$13,150 | \$13,807 |
| Fire Engineer | Monthly | \$9,344 | \$9,812 | \$10,302 | \$10,818 | \$11,359 | \$11,927 | \$12,524 |
| Fire Fighter | Monthly | \$8,474 | \$8,898 | \$9,344 | \$9,812 | \$10,302 | \$10,818 | \$11,359 |
| Effective first full pay period of following January 1, 2026 | | | | | | | | |
| Fire Captain | Monthly | \$11,813 | \$12,404 | \$13,025 | \$13,676 | \$14,360 | \$15,078 | \$15,831 |
| Fire Lieutenant | Monthly | \$10,714 | \$11,251 | \$11,813 | \$12,404 | \$13,025 | \$13,676 | \$14,360 |
| Fire Engineer | Monthly | \$9,718 | \$10,204 | \$10,714 | \$11,251 | \$11,813 | \$12,404 | \$13,025 |
| Fire Fighter | Monthly | \$8,813 | \$9,254 | \$9,718 | \$10,204 | \$10,714 | \$11,251 | \$11,813 |
| Effective first full pay period of following July 1, 2026 | | | | | | | | |
| Fire Captain | Monthly | \$12,050 | \$12,652 | \$13,285 | \$13,949 | \$14,647 | \$15,380 | \$16,148 |
| Fire Lieutenant | Monthly | \$10,929 | \$11,476 | \$12,050 | \$12,652 | \$13,285 | \$13,949 | \$14,647 |
| Fire Engineer | Monthly | \$9,912 | \$10,408 | \$10,929 | \$11,476 | \$12,050 | \$12,652 | \$13,285 |
| Fire Fighter | Monthly | \$8,990 | \$9,439 | \$9,912 | \$10,408 | \$10,929 | \$11,476 | \$12,050 |
| Effective first full pay period of following January 1, 2027 | | | | | | | | |
| Fire Captain | Monthly | \$12,411 | \$13,032 | \$13,684 | \$14,368 | \$15,086 | \$15,841 | \$16,632 |
| Fire Lieutenant | Monthly | \$11,257 | \$11,820 | \$12,411 | \$13,032 | \$13,684 | \$14,368 | \$15,086 |
| Fire Engineer | Monthly | \$10,210 | \$10,721 | \$11,257 | \$11,820 | \$12,411 | \$13,032 | \$13,684 |
| Fire Fighter | Monthly | \$9,259 | \$9,723 | \$10,210 | \$10,721 | \$11,257 | \$11,820 | \$12,411 |