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BETWEEN

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 55B – MANAGEMENT UNIT R34

AND

THE ALAMEDA COUNTY FIRE DEPARTMENT

January 1, 2008 through June 30, 2020

MEMORANDUM OF UNDERSTANDING
BETWEEN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 55B
AND ON BEHALF OF THE ALAMEDA COUNTY FIRE DEPARTMENT

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MEMORANDUM OF UNDERSTANDING
BETWEEN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 55B
AND ON BEHALF OF THE ALAMEDA COUNTY FIRE DEPARTMENT

This MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda for the Alameda County Fire Department, a dependent special district, hereinafter named as "Department" and the International Association of Firefighters Local 55B, hereinafter named as "Union" as a recommendation to the Board of Supervisors of the County of Alameda concerning the conditions of employment to be in effect from January 1, 2008 through June 30, 2020, for employees with Bargaining Unit R-34.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time, permanent, and probationary Fire Battalion Chiefs, Fire Marshal, Deputy Fire Marshal, and Fire Training Officer.

SECTION 2. NO DISCRIMINATION

A. DISCRIMINATION PROHIBITED. No persons employed by the Alameda County Fire Department shall be appointed, reduced, or removed or in any way favored or discriminated against because of political or religious opinions or affiliations, or because of race, color, age, sex, national origin, sexual orientation, gender identity, religion, physical/mental disability and/or medical condition, and any other protected class as defined by federal and state law.

Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Department OAG (to be developed) and shall be excluded from the Grievance Procedure.

B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY. Neither the Department nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of their exercise of rights to engage or not engage in Union activity.

SECTION 3. UNION SECURITY

A. MODIFIED MAINTENANCE OF MEMBERSHIP. Employees of the Department referred to in Section 1 hereof who were members of the Union on the date upon which this Memorandum is executed shall remain members during the period covered by this Memorandum, except that such employees may withdraw during the month of June of any year pursuant to paragraph C. of this section.

B. **MODIFIED AGENCY SHOP.** Each person employed by the Department on or after the adoption by the Board of Supervisors of this Memorandum of Understanding shall, at the time of employment and as a condition of employment, execute an authorization for the payroll deduction of Union dues or of a service fee equivalent to Union dues and shall continue said authorization in effect during the period of his/her employment, except that such employee may initiate a request to withdraw said authorization within the first thirty days of employment and thereafter during the month of June of any year as hereinafter provided. Each such authorization form shall include a statement that the Union and the Department have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of Union dues or a service fee equivalent to Union dues as a condition of employment, and that such authorization may be revoked within the first thirty days of employment upon proper written notice of the employee within said thirty day period as set forth in paragraph C. of this section.

Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization. The Union shall receive from the Department a copy of the completed form by all new employees hired within the represented unit.

C. **REVOCATION OF UNION DUES.** Any employee desiring to revoke his or her authorization for Union dues or a service fee equivalent to Union dues as provided above shall proceed as follows: Said employee shall, within the periods set forth above, forward letters to the Department setting forth his or her desire to revoke said authorization and the reasons therefore. The Department shall promptly forward a copy of said letter to the union. No authorizations shall be revoked for a period of 30 days following transmittal of said letter to the union. To be considered, a letter shall be received by the Department on or before the thirtieth calendar day following the date of first employment or within the month of June as specified in paragraphs B. and C. of this section. Failure to timely notify the Department shall be deemed an abandonment of the right to revocation until the next appropriate time period.

D. **EXCLUSIONS.** The modified maintenance of membership and modified agency shop provisions set forth in paragraphs A., B., and C. herein, shall not apply to persons designated by the Board as confidential.

E. **PAYROLL DEDUCTIONS AND PAYOVER.** The Department shall deduct Union dues or service fees and premiums for approved insurance programs from employees' pay in conformity with State and County regulations. The Department shall promptly pay over to the designated payee all sums so deducted.

F. **HOLD HARMLESS.** The Union shall indemnify and hold the Department harmless from any and all claims, demands, suits, or any other action arising from the modified maintenance of membership and modified agency shop provisions herein, or from complying with any demand for termination hereunder, or from the deduction of amounts for insurance or benefit programs of the Union.

G. **CONTINUED RECOGNITION.** It is agreed that in the event that the Alameda County Fire Department shall be merged or consolidated with any other Fire District within Alameda County during the life of this Memorandum of Understanding, the County/Department, to

the extent permitted by law, will continue during such period to recognize Union as the sole representative of the employees covered by this Memorandum of Understanding.

H. **OFFICIAL ACTION GUIDE (OAG) RECOGNITION.** OAG's referenced in this MOU are incorporated into this MOU and may be revised by agreement through the meet and confer process.

SECTION 4. EMPLOYEE REPRESENTATIVES

A. Employee representatives of the Association's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee representatives of the Association's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Memorandum of Understanding for review of grievances and contract compliance questions.

B. **LIMITATION OF TIME OFF.** Employee representative shall not be permitted time off from their work assignments for the purpose of conducting general Association business unless otherwise approved by the Fire Chief or his/her designee.

SECTION 5. TOURS OF DUTY (SHIFTS) AND WORK SCHEDULES

A. The normal number of hours worked per week by employees covered by this MOU is 56 hours for shift employees and 40 hours for non-shift employees.

B. Employees assigned to a 40 hour work schedule may work schedules in accordance with OAG 20.015 and after approval of the Fire Chief.

C. This MOU recognizes that the time required by management employees to complete their duties is not limited by the length of the normal workweek and hours of service shall be determined by and subject to the direction of the Fire Chief.

SECTION 6. LEAVES OF ABSENCE

A. **MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to the Supervisor/Battalion Chief a copy of his/her military orders which specify the dates and duration of such leave. Refer to OAG 26.003.

If such employee shall have been continuously employed by the County/Department for at least one year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.

2. During the period specified in 7.A.1. above, the employee shall be entitled to receive pay only for those shifts or fractions of shifts which the employee would have been scheduled to work and would have worked but for the military leave.

3. The rate of pay and accrual of benefits shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.

4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.

Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service.

B. **BEREAVEMENT LEAVE.** Leave of absence with pay because of death in the immediate family of a person in the Department service may be granted by the Chief for a period not to exceed three consecutive scheduled shifts or equivalent days. Entitlement to leave of absence under this section shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (as defined in Appendix C), son, stepson, daughter, stepdaughter, brother, sister, foster parent, foster child, or any other person sharing the relationship of in loco parentis and also includes a brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law.

C. **LEAVE FOR JURY DUTY.** Leave of Absence with pay shall be granted to an employee while serving on jury duty and while going to and from jury duty, provided that the jury duty takes place during a shift when that employee is normally scheduled to work. Any jury fee awarded to such employee for jury duty served during such leave shall be deposited with the Department. The employee shall complete the scheduled shift at the conclusion of the day's jury duty, except that if the employee must report for jury duty the next day, he/she shall not be required to complete the shift. Refer to OAG 26.000.

D. **FAMILY MEDICAL LEAVE.** Refer to OAG 26.007.

E. **MATERNITY/PREGNANCY LEAVE.** Refer to OAG 26.004.

F. **EMERGENCY MANAGEMENT/OPERATIONAL LEAVE.** Employees under this section will be granted up to three 8 hour days of leave (40 hour employees) or 1.5 shifts of leave (56 hour employees) with pay who are subject to being available after normal working hours for emergency management recall, program management and budget assignments that require immediate attention to maintain operational readiness and efficiency at all times, disaster planning and training, maintenance of required certifications and qualification, public information officer duties, and fire investigations. These days may be approved by the Fire Chief on the basis that these employees are undertaking assignments for the fire department, County and contracting agencies which contribute to regional cooperation; such as City Council meetings, commission meetings, EOC drills/exercises and other off-duty administrative/operational assignments.

SECTION 7. HOLIDAYS

A. Employees are compensated for each holiday listed below at their hourly rate of pay multiplied by a factor obtained as follows:

1. 56-hour schedule: percentage (from the survey formula in Appendix D) of 2,912 hours divided by the number of holidays.

2. 40-hour schedule: percentage (from the survey formula in Appendix D) of 2,080 hours divided by the number of holidays.

Holidays are paid on a separate check twice a year beginning with the Christmas holiday. The first six being paid on the first pay day after June 1 and the remaining seven being paid on the first pay day after December 1 of each year. Persons newly employed or re-employed shall not be entitled to payment for holidays which occurred while they were not employed by the Department and employees leaving the service of the Department shall be paid only for those holidays which have occurred prior to the date of separation.

New Year's Day
Martin Luther King, Jr. Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Admission Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

All other days appointed by the President of the United States or the Governor of the State of California as a nation-wide or State-wide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by three or more members of the Board of Supervisors.

B. **FLOATING HOLIDAYS.** Refer OAG 26.005.

1. Employees assigned to a 40-hour schedule will receive four floating holidays to be scheduled by mutual agreement of the employee and the Fire Chief or his/her designee. The full annual number of floating holidays shall be allocated on January 1 of each year. Floating holidays must be taken within the calendar year they are allocated.

2. Each employee hired prior to July 1 of each year shall be entitled to the floating holidays. Employees hired on or after July 1 will not be entitled to the floating holidays for the calendar year in which they were hired.

SECTION 8. VACATIONS

A. VACATION ACCRUAL.

1. Vacations are accrued as follows:

   a. 7 shifts per year (14 hrs./month) until after completion of 4 years of service.

   b. 10 shifts per year (20 hrs./month) after completion of 4 years of service until the completion of 14 years of service.

   c. 12 shifts per year (24 hrs./month) after completion of 14 years of service and until the completion of 25 years of service.

   d. 13 shifts per year (26 hrs/month) for 56-hour/week employees and 28 days per year for 40-hour/week employees, after completion of 25 years of service and annually thereafter.

Employees who work 40 hours per week will accrue vacation proportionately, using a factor of .7143 to calculate.

2. a. All represented employees shall be allowed to accrue to a maximum of two times annual vacation accrual.

      1. An employee who accrues 7 shifts per year may take a maximum of 14 shifts in any calendar year providing he/she has accumulated sufficient unused vacation leave.

      2. An employee who accrues 10 shifts per year may take a maximum of 20 shifts in any calendar year providing he/she has accumulated sufficient unused vacation leave.

      3. An employee who accrues 12 shifts per year may take a maximum of 24 shifts in any calendar year providing he/she has accumulated sufficient unused vacation leave.

      4. An employee who accrues 13 shifts per year may take a maximum of 26 shifts in any calendar year providing he/she has accumulated sufficient unused vacation leave.

   b. Once an employee schedules his/her annual vacation, those hours are considered used and must be taken. Those scheduled hours will not be applied to the maximum accrual.

   c. Employees who move from a 56 hour position to a 40 hour position will have their vacation leave converted as follows: Vacation leave balance multiplied by 1.4 = new balance.

d. Employees who move from a 40 hour position to a 56 hour position will have their vacation leave converted as follows: Vacation leave balance multiplied by .7143 = new balance.

B. WHEN FIRST VACATION IS DUE. Vacation credit and the first vacation leave for any employee shall be due only after the completion of at least the equivalent of 365 calendar days of employment.

C. RATE OF VACATION PAY. Compensation during vacation shall be at the rate of compensation which such person would have been entitled to receive if in active service during such vacation period. This does not include any acting pay.

D. ANNUAL VACATION SELECTION.

1. The Chief shall in each case determine when vacation leave may be taken.

2. Annual vacation will be selected in accordance with the seniority of the members by shift regardless of rank, but they shall at no time interfere with the efficient operation of the department. Annual vacations will be selected in accordance to O.A.G Policy No. 20.000.

E. ANNUAL VACATION. Shall be equalized through the year, so that the department can maintain minimum staffing, as determined by the Chief.

F. MAXIMUM VACATION LEAVE. An employee shall be allowed to take two times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave.

G. CASH PAYMENT IN LIEU OF VACATION LEAVE. An employee who has completed the equivalent of 365 calendar days of employment who leaves the Department service for any reason shall be paid at the hourly rate as set forth in Section 8.C. for unused vacation accrued to the date of separation, provided that such entitlement shall not exceed vacation earned during the two years of employment preceding such separation.

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination, as provided in 8.A.2.a. above.

H. EMERGENCY VACATION LEAVE. Leave of absence with pay because of personal emergency of a person in the Department service may be granted by the Chief for not more than 2 shifts during a calendar year to deal with the personal emergency. Time taken for leave of absence under the provisions of this subsection shall be deducted from the vacation allowance of such person. Procedures for Emergency Vacation Leave are found in the OAG 20.000.

SECTION 9. SICK LEAVE

A. SICK LEAVE DEFINED. As used in this section, "sick leave" means leaves of absence of an employee because of any of the following:

1. Illness or injury other than an industrial illness or injury which renders him/her incapable of performing his/her work or duties for the Department;

2. Exposure to contagious disease; and

3. Emergency medical or dental appointments of the employee.

B. SELF-INFLICTED INJURY EXCLUDED. In no case shall an absence due to purposefully self-inflicted incapacity or injury be deemed a basis for granting sick leave with pay under the provisions of this section.

C. SICK LEAVE ACCRUAL. All 56-hour/week employees shall accrue sick leave at the rate of 7-1/2 shifts per year (15 hours/month); 40-hour/week employees accrue at 16 days per year (10.7 hours/month).

D. SICK LEAVE CONVERSION for SERVICE CREDIT BUY-BACK. The total number of sick leave hours available for service credit will be the sum of hours accrued and unused while on a 56-hour work week at the established 56-hour accrual rate, plus the total number of hours accrued and unused on a 40-hour week at the established 40-hour accrual rate. There is no cap for the purpose of service credit buy back utilizing sick leave.

Upon assignment to a 40-hour week from a 56-hour week, all sick leave hours will continue to be converted for utilization on the 40 hour week. The established sick leave caps of 2,080 for 40-hour personnel and 2,912 for 56-hour personnel are in effect in accordance with the current MOU for the purpose of the 20% sick leave buy out option.

E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee who separates from the County and is reinstated/rehired, for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of 24 hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

F. CASH PAYMENT ON RETIREMENT. Upon retirement from Department service under the applicable retirement plan or upon death while in active service, an employee shall be entitled to a lump sum payment calculated at the hourly rate in effect on the last day of Department service for each classification as set forth in Appendix A, times 20% of the employee's unused accrued sick leave to a maximum of 2,912 hours in the case of employees who work 56-hour weeks or 2,080 hours in the case of employees who work 40-hour weeks.

G. CONVERSION DUE TO WORK SCHEDULE CHANGES. Employees who move from a 56-hour position to a 40-hour position will have their sick leave converted as follows: Sick

leave balance multiplied by .7143 = new balance. Employees who move from a 40-hour position to a 56-hour position will have their sick leave balance converted as follows: Sick leave balance multiplied by 1.4 = new balance.

H. MEDICAL REPORT. The Chief, as a condition of granting sick leave with pay, may require acceptable medical evidence of sickness or injury after two consecutive shifts absence or in cases in which the Chief has reason to believe that an employee has abused his/her sick leave privilege to the Department. This evidence may include a statement of diagnosis and treatment from a licensed physician or a medical clearance to return to work.

I. FAMILY SICK LEAVE.

1. Leave of absence with pay because of sickness or injury in the immediate family of a person in the Department service may be granted by the Chief during the time reasonably necessary to arrange for care of the sick person by others, but not to exceed the amount of time which the person would be authorized for sick leave in Section C. above. Time taken for leave of absence under the provisions of this subsection shall be deducted from the sick leave allowance of such person. For the purposes of this subsection, "immediate family" means mother, stepmother, father, stepfather, wife, husband, domestic partner (as defined in Appendix C), child, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, and grandparents.

2. Employees are eligible to use, in a calendar year, the amount of sick leave hours earned in a six month period not to exceed 96 hours (4 shifts) to attend to immediate family members who are injured or ill, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection, “immediate family members” are defined as the parents (biological, adoptive, foster-parent, step-parent, grand-parent or legal guardian of an employee or the employee’s, spouse or domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix E or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), or a person who stood in loco parentis when the employee was a minor child), a spouse (husband, wife, domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix C or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), child (biological, adopted, step, foster, grandchild, legal ward, child of domestic partner, or child to whom the employee stands in loco parentis) or a sibling of the employee. Leave used under Section 9.H.1 will be deducted from the entitlement provided under this subsection.

J. CONVERSION OF SICK LEAVE TO VACATION. At the election of the employee, when their sick leave balance reaches the maximum usable accumulation of 2,912 hours for employees who work 24-hour shifts and 2,080 hours for employees who work 8-hour shifts, 5 shifts or days shall be deducted from said sick leave balance and shall be converted to 1 shift or day of vacation. Said vacation shall be added to vacation balances

accumulated pursuant to Section 9. (Vacations). Employees may exercise their election annually in December which shall remain in effect for the following year. Notification shall be made in writing or by electronic mail.

K. CATASTROPHIC SICK LEAVE PROGRAM. An employee may be eligible to receive donations of paid sick leave to be included in the employee's sick leave balance if s/he has suffered a catastrophic illness or injury which prevents the employee from being able to work his/her regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long-term major physical impairment or disability.

Eligibility:

1. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Alameda County Human Resource Services Department.

2. The recipient employee is not eligible so long as s/he has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.

3. A confidential medical verification including diagnosis and prognosis and estimated date of return to work must be provided by the recipient employee.

4. A recipient employee is eligible to receive 180 eight-hour working days or 84 twenty-four hour shifts of donated time per employment.

5. Donations shall be made in full-day increments of 8 hours or full-shift increments of 24 hours, and are irrevocable. Employees may donate unlimited amounts of time.

6. The donor employee may donate vacation or compensatory time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

7. The donor's hourly value will be converted to the recipient's hourly value and then added to recipient's sick leave balance on a dollar-for-dollar basis.

8. Both the donor and the recipient must be employed by the Alameda County Fire Department.

9. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the Fire Department’s sole discretion and shall be final and non-grievable.

10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee’s gross salary.

SECTION 10. WAGES

A. Effective January 1 of each year, salaries for represented classifications as set forth in Appendix A, will be adjusted in accordance with the salary survey provisions of the Procedure for Dispute Resolution (Appendix D) except as provided below in Section 11 D through L.

B. The differential between the Firefighter and Fire Engineer classifications is 7.5%. The differential between the Fire Engineer and Fire Captain classifications is 13%.

C. Salaries which include adjustments to Holiday Pay, EMT, Paramedic and Hazardous Materials differentials, to be effective January 1 of each year will be set according to the salary survey provisions of the Procedure for Dispute Resolution (Appendix D.)

D. There shall be no increase in wages from January 1, 2010 through December 31, 2012.

E. Effective January 1, 2013, salaries for classifications covered by each MOU will be adjusted in accordance with the salary survey provisions of the Procedure for Dispute Resolution Appendix D. 50% of the survey results shall be applied to base wages. The County shall apply the dollar value of the remaining 50% of the survey results paid to active medical for the 2013 plan year. [1.85% to employee base wages; 1.85% to active medical for the 2013 plan year.]

F. Effective January 1, 2014, salaries for classifications covered by each MOU will be adjusted in accordance with the salary survey provisions of the Procedure for Dispute Resolution Appendix D. 100% of the survey results shall be applied to base wages. The Employee shall contribute 1.2% of base wages to fund OPEB through a tax deferred method. The 1.2 % contribution to OPEB shall be on-going and cumulative.

G. Effective January 1, 2015, salaries for classifications covered by each MOU will be adjusted in accordance with the salary survey provisions of the Procedure for Dispute Resolution Appendix D Section (ii) and Section (iii) shall not apply. In the event that the Alameda County pay rate exceeds the Survey results as determined by Appendix D Section (ii) there shall be no wage increase. 100% of the survey results shall be applied to base wages. The Employee shall contribute 50% of the base wage increase to fund OPEB through a tax deferred method. The 50% of the base wage contribution to OPEB by the employee shall be on-going and cumulative.

H. Effective January 1, 2016, salaries for classifications covered by each MOU will be adjusted in accordance with the salary survey provisions of the Procedure for Dispute Resolution Appendix D Section (ii) and Section (iii) shall not apply. In the event that the Alameda County pay rate exceeds the Survey results as determined by Appendix D Section (ii) there shall be no wage increase. 100% of the wage increase shall be applied to base wages. The Employee shall contribute 25% of the base wage increase to fund

OPEB through a tax deferred method. The 25% of the base wage contribution to OPEB by the employee to OPEB shall be on-going and cumulative.

I. Effective January 1, 2017, salaries for classifications covered by each MOU will be adjusted in accordance with the salary survey provisions of the Procedure for Dispute Resolution Appendix D Section (ii) and Section (iii) shall not apply. In the event that the Alameda County pay rate exceeds the Survey results as determined by Appendix D Section (ii) there shall be no wage increase. 100% of the wage increase shall be applied to base wages. The Employee shall contribute 25% of the base wage increase to fund OPEB through a tax deferred method. The 25% of the base wage contribution to OPEB by the employee shall be on-going and cumulative.

J. Effective January 1, 2018, salaries for classifications covered by each MOU will be adjusted in accordance with the salary survey provisions of the Procedure for Dispute Resolution Appendix D Section (ii) and Section (iii) shall not apply. In the event that the Alameda County pay rate exceeds the Survey results as determined by Appendix D Section (ii) there shall be no wage increase. 100% of the survey results shall be applied to base wages. The Employee shall contribute 25% of the base wage increase to fund OPEB through a tax deferred method. The 25% of the base wage contribution to OPEB by the employee shall be on-going and cumulative.

K. Effective January 1, 2019, salaries for classifications covered by each MOU will be adjusted in accordance with the salary survey provisions of the Procedure for Dispute Resolution Appendix D Section (ii) and Section (iii) shall not apply. In the event that the Alameda County pay rate exceeds the Survey results as determined by Appendix D Section (ii) there shall be no wage increase. 100% of the survey results shall be applied to base wages. The Employee shall contribute 25% of the base wage increase to fund OPEB through a tax deferred method. The 25% of the base wage contribution to OPEB by the employee shall be on-going and cumulative.

L. Effective January 1, 2020, salaries for classifications covered by each MOU will be adjusted in accordance with the salary survey provisions of the Procedure for Dispute Resolution Appendix D Section (ii) and Section (iii). The Employee shall contribute 25% of the base wage increase to fund OPEB through a tax deferred method. The 25% of the base wage contribution to OPEB by the employee shall be on-going and cumulative.

SECTION 11. IRC SECTION 125 FLEXIBLE SPENDING BENEFIT PLAN

A. **EMPLOYER CONTRIBUTION**. The Internal Revenue Code Section 125 Flexible Spending Benefit Plan provides health, dental, vision and orthodontics coverage.

Pursuant to the Flexible Spending Plan Document, the Fire Department will make contributions on behalf of individual employees as follows:

1. The Fire Department's monthly contribution for the individual employee and the employee's eligible dependents shall be One Hundred and Nineteen dollars ($119.00) per month effective January 1, 2014 and shall adjust in accordance

with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act.

2. The Fire Department shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components. All contributions listed below include the Minimum Employer Contribution (MEC):

   i. Employee Only – Cost of the premium for the medical plan selected up to the Kaiser HMO rate for employee only.

   ii. Employee +1 – Cost of the premium for the medical plan selected up to the Kaiser HMO rate for an employee + one dependent

   iii. Employee + 2 or more – Cost of the premium for the medical plan selected up to the Kaiser HMO rate for Family.

3. Effective January 1, 2015, the Fire Department shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components. All contributions listed below include the Minimum Employer Contribution (MEC):

   i. Employee Only – Cost of the premium for the medical plan selected up to 90% of the Kaiser HMO rate for employee only.

   ii. Employee + one – Cost of the premium for the medical plan selected up to 90% of the Kaiser HMO rate for an employee + one dependent

   iii. Employee + 2 or more – Cost of the premium for the medical plan selected up to 90% of the Kaiser HMO rate for Family.

4. Effective January 1, 2015, employees shall make the following minimum monthly contribution on a pretax basis per IRC Rules:

   i. Employee Only – 10% of the premium for the medical plan selected if the monthly premium is equal to or less than the monthly Kaiser HMO premium for employee only.

   ii. Employee + one – 10% of the premium for the medical plan selected if the monthly premium is equal to or less than the monthly Kaiser HMO premium employee + one.

   iii. Employee + two – 10% of the premium for the medical plan selected if the monthly premium is equal to or less than the monthly Kaiser HMO premium employee + two.

5. Monthly contribution for the cost of the Alameda County Delta Dental Plan at each enrollment level (single, 2-party, family).

6. Monthly allotment of $17.63 for orthodontic coverage.

7. Monthly allotment of $6.25 in lieu of a vision benefit.

8. **SHARE THE SAVINGS**: Effective plan year 2015, the Fire Department will implement a monthly Share the Savings stipend for those employees that decline or reduce medical coverage as defined below:

- $200 for those employees who decline all medical coverage;
- $150 for those employees who decline family coverage and elect single coverage;
- $100 for those employees who decline family coverage and elect 2-party coverage;
- $100 for those employees who decline 2-party coverage and elect single coverage.

B. HEALTH PLAN COVERAGE

1. **EMPLOYER CONTRIBUTION.** The Department contribution towards the medical plan premium, described in Section A above, is the Department's contribution for an employee on full-time paid status ("full-time contribution"). If the employee is on paid status on less than a full-time basis, the Department contribution shall be the full-time contribution prorated each pay period based on the proportion of the hours on paid status within that pay period to the normal full-time hours for the job classification, provided further that the employee is on paid status at least 50 percent of the normal full-time pay period for the job classification.

2. **PERS HEALTH BENEFITS PROGRAM**

   a. The parties to this agreement understand that any employee who chooses to participate must abide by the eligibility requirements and deadlines as set forth in the PERS guidelines for participation in their Health Benefits Program.

   b. The provisions of this Section shall not establish a vested right on the part of any employee or retiree to a health plan contribution after the expiration of the Memorandum of Understanding currently in effect.

3. **DEPARTMENT CONTRIBUTION TOWARD RETIREE HEALTH PLAN COVERAGE**

   P.E.R.S. Plans:
   The Department provides the Minimum Employer Contribution on behalf of retirees, as established by the Public Employees Medical and Hospital Care Act. Department employees who have already retired or who thereafter retire, under the Public Employees' Retirement System and PERS' Health Benefits Program, will be paid a stipend in the amount determined by application of Sections 4, 5 or 6 below, based on date of hire, towards the medical plan premium for their chosen enrollment level (single, 2-party, family) in a medical plan, less the Minimum Employer Contribution.

4. **RETIREE MEDICAL FOR EMPLOYEES HIRED PRIOR TO APRIL 1, 2009**

Employees hired prior to April 1, 2009, with a minimum of five (5) years of service with the Department, will receive a stipend amount, less the Minimum Employer Contribution, equal to the costs of the premium for the medical plan selected, up to the amount necessary for actual enrollment in Kaiser Single, Kaiser Two-Party, or Kaiser Family.

For eligible retirees who are 65 years of age or older and enrolled in Medicare, the Departments contribution will be a stipend amount, less the Minimum Employer Contribution, equal to the costs of the premium for the medical plan selected, up to equivalent to the premium for Kaiser Single, Kaiser Two-Party, or Kaiser Family Medicare medical coverage as applicable.

5. **RETIREE MEDICAL FOR EMPLOYEES HIRED ON OR AFTER APRIL 1, 2009 AND BEFORE JANUARY 1, 2015**

The percentage of the Department's contribution payable for post-retirement health benefits for any employee with a minimum of five (5) years of service with the Department, hired after April 1, 2009 but prior to January 1, 2015, shall be based on the member's completed years of credited service at retirement as shown in the following table:

Credited Years Of Service		Percentage of Employer Contribution
10		50
11		55
12		60
13		65
14		70
15		75
16		80
17		85
18		90
19		95
20	Or more	100

The Department's maximum contribution will be 100% of Kaiser single, two-party or family rate (as applicable) less the Minimum Employer Contribution (MEC) with the application of the formula above, but in no event will the department contribution be less than the MEC.

6. **RETIREE MEDICAL FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2015**

Employees hired on or after January 1, 2015, who have a minimum of 5 years of service with the Department, will receive a retiree medical benefit based on the years of service. Additional years with a public sector agency that contracts with

PERS for retirement benefits shall apply. The Department's maximum contribution will be 90% of either the Kaiser single or two-party rate (as applicable) less the Minimum Employer Contribution (MEC) with the application of the formula below, but in no event will the department contribution be less than the MEC.

Credited Years Of Service		Percentage of Employer Contribution
10		50
11		55
12		60
13		65
14		70
15		75
16		80
17		85
18		90
19		95
20	Or more	100

C. DENTAL PLAN OPTIONS

1. **DENTAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES:** For coverage from January 1, 2000 through the remaining term of this Memorandum of Understanding, the Department shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependent (including a domestic partner as defined in Appendix C and their eligible dependents), provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification.

2. **DENTAL PLAN PREMIUM PAYMENT ON FINAL PAYCHECK BEFORE AUTHORIZED LEAVE WITHOUT PAY OR EMPLOYEE SEPARATION:** Effective for the term of this Memorandum of Understanding, the Department shall make a dental plan premium payment on a final paycheck before an authorized leave without pay or an employee separation, provided that an employee is on paid status at least one-half of the scheduled hours for the employee's classification in the employee's last biweekly pay period. Therefore, an employee working in a classification normally subject to an 80-hour biweekly pay period must have been in paid status at least 40 hours in the last biweekly pay period.

3. **EFFECT OF AUTHORIZED LEAVE WITHOUT PAY:** Employees who are granted leave of absence without pay, whose dental plan coverage has lapsed for a period of three months or less, and who return to work on paid status of at least 50% time or more per pay period, shall retain dental plan eligibility as further provided:

   a. Full-time employees who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of 4 months or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the first of the month following the employee's return to work on paid status of at least 50% time or more.

b. Those whose dental plan coverage lapsed for a duration greater than four months will be re-enrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the first of the month following the employee's return to work on a paid status of at least 50% time or more.

SECTION 12. GROUP LIFE INSURANCE

The Department will continue to provide up to $5.00 toward a group life insurance plan.

SECTION 13. LONG TERM DISABILITY INSURANCE PLAN

Effective January 1, 2008, through the term of this Memorandum of Understanding, the Department shall pay any increases in cost to the plan premium of the firefighter's participation in a long-term disability insurance plan through the California Association of Professional Firefighters.

SECTION 14. PREMIUM CONDITIONS

A. CALL BACK PAY. A minimum of 3 hours compensation at the premium rate will be granted for an off-duty employee called back to work and thereafter, compensation shall be on an hour-for-hour basis. Compensation at the premium rate may be in cash, compensatory time off, or a combination thereof, at the discretion of the Department Head.

B. EMERGENCY MEDICAL TECHNICIAN.

1. Employees occupying positions under Items 8140, 8143, 8144, and 8146 shall be compensated an additional amount above the base salary as specified in Appendix A, in accordance with the survey formula provisions in Appendix D, for obtaining and maintaining all EMT-1 and EMT-D.

2. All employees newly hired to the Alameda County Fire Department must possess and maintain valid EMT-1 and EMT-D certificates by the end of the probationary period, as a condition of continued employment.

3. Notwithstanding #1 and #2 herein, the following procedure shall apply to only those tenured employees who are not in compliance:

   a. The EMT differential shall be discontinued and the employee shall be given an opportunity to re-certify.

   b. If an employee fails to re-certify as stated in 3a. above, the employee may be placed on a 40-hour work week schedule for a period not to exceed six months, or until recertification has been accomplished.

c. If an employee fails to re-certify within the six month period as stated in 3b. above, the employee may be subject to disciplinary action up to and including termination.

C. BATTALION CHIEF ADDITIONAL 24-HOUR SHIFT COMPENSATION. Any employee under Item 8150 SM (Battalion Chief) who is called back to duty from an off day shall receive cash compensation in the amount of 14.5% of their monthly salary for each additional 24-hour shift worked. IAFF, Local 55B, agrees that the provisions of the MOU are consistent with the FLSA, as implemented by the regulations of the Department of Labor, and that it will not file or pursue, or assist its members to file or pursue, claims or lawsuits that assert that employees, paid in accordance with the provisions of the MOU, are entitled to overtime compensation under the Act on the ground that they were not paid on a salary basis.

D. TEMPORARY ASSIGNMENT TO A HIGHER LEVEL POSITION.

1. **Compensation.** Employees specifically assigned on a temporary basis to a higher level position shall be compensated at the pay rate for the higher level position or a minimum of 5%, whichever is greater.

2. Payment for time worked will be on a hour for hour basis.

E. PORTAL-TO-PORTAL. All department ordered emergency time outside of the Alameda County Fire Department's assigned duty locations in response to FEMA designated emergencies will be considered hours of work. This includes time from reporting at the ACFD's fire station for duty until the time relieved from duty.

SECTION 15. FIRE TRAINING INCENTIVE AWARD PROGRAM

A. DEFINITION AND PURPOSE.

The parties agree to form a Labor/Management Task Force to discuss the Fire Training Incentive Award Program and the minimum education for represented classifications.

A voluntary Fire Training Incentive Award Program is established in the Alameda County Fire Department. This program provides incentives in the form of separate monetary awards for qualified employees who complete approved fire training programs to improve their individual knowledge and competence in the field of fire suppression and prevention. Implied throughout this Fire Training Incentive Award Program is the premise that the training successfully achieved should reflect itself in job performance.

B. FIRE SCIENCE/FIRE SERVICE TECHNOLOGY CERTIFICATE OR ASSOCIATE OF ARTS DEGREE IN FIRE SCIENCE/FIRE SERVICE TECHNOLOGY OR CONTINUING EDUCATION UNITS.

Any employee who has successfully completed his/her probationary period may be eligible to qualify for one and only one of the Fire Training Incentive Awards described below.

Classes provided by the Department cannot be credited for any of the educational incentive pay in this section.

1. An eligible employee possessing a valid Fire Science/Fire Service Technology Certificate or an Associate of Arts Degree in Fire Science/Fire Service Technology shall be entitled to receive thirty dollars ($30) per month.

2. Eligible employees who do not possess a valid Fire Science/Fire Service Technology Certificate or an Associate of Arts Degree in Fire Science/Fire Service Technology and who have successfully completed six quarter units or four semester units during the calendar year (January through December) shall be entitled to receive twenty-five dollars ($25) per month for twelve months beginning the first pay day of the month the subsequent January. To be eligible for this award, an employee must receive a grade of C or better in courses at an accredited college or university previously approved by the Chief of the Department. In addition, eligible employees who attend courses offered through the California Fire Service Training and Education System (CFSTES), sponsored by the State Fire Marshall's Office, may convert 10 lecture hours to one quarter unit, or 18 lecture hours to one semester unit to be used toward the six quarter units or four semester units during the calendar year.

3. Eligible employees who possess either a valid Fire Science/Fire Service Technology Certificate or an Associate of Arts Degree in Fire Science/Fire Service Technology and who have successfully completed six quarter units or four semester units during the calendar year (January through December) shall be entitled to receive forty-five dollars ($45) per month for twelve months beginning the first pay day of the month the subsequent January. To be eligible for this award, an employee must receive a grade of C or better in courses at an accredited college or university previously approved by the Chief of the Department.

SECTION 16. SAFETY EQUIPMENT

The Department shall provide the following safety equipment:

Turnout boots, turnout coat, turnout pants, helmet with visor, OSHA-approved footwear, gloves, NFPA 1500 approved uniform pant, when replacements are necessary, SCBA mask, and wildland protective clothing.

SECTION 17. CLOTHING ALLOWANCE

The Department shall pay annually a clothing allowance to purchase uniforms as required by the County/District on the first pay day after July 1 as follows:

Effective July 1, 2008 increase by $100 for an amount of $775
Effective July 1, 2009 increase by $25 for an amount of $800
Effective July 1, 2010 increase by $25 for an amount of $825

No proof of purchase is required. Should any uniform be damaged in the performance of duty, it will be replaced or repaired by the County/Department.

SECTION 18. GRIEVANCE PROCEDURE

A. **DEFINITION.** A grievance is defined as an allegation by an employee or group of employees that the Department has failed to provide a condition of employment which is established by written Department rules or by this Memorandum of Understanding, provided that the enjoyment of such right is not made subject to the discretion of the Department and, provided, further, that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504.

B. Examination and classification matters are exempt from this grievance procedure and such matters shall be heard by the Alameda County Civil Service Commission and shall be governed by the provisions of County Civil Service Rules 1200 - 1260, 1300 - 1354, 1400 - 1456, 1464 - 1480 (first paragraph only), 1484 - 1492, and the procedures and guidelines contained in the Alameda County Personnel Manual pertaining to examination and classification set forth in Appendix B, as amended from time to time. In applying the foregoing rules, procedures, and guidelines, the word "county" or "department" shall mean the "Fire Department".

C. Discipline and discharge matters are subject to this grievance procedure and are subject to binding arbitration, except that a probationary employee who is discharged has no right to appeal unless he/she alleges that his/her dismissal was due to race, religion, national origin, sex, political, or Union affiliation. The probationary period lasts for 24 months, from date of employment.

D. **DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances:

1. An employee having a grievance shall first discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.

2. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of this paragraph D. and may thereafter file a grievance on the form designated by the Fire Department with the immediate supervisor within seven calendar days, excluding Saturdays, Sundays, and holidays, after the date of such informal discussion. Within seven calendar days, Saturdays, Sundays, and holidays excluded, after receipt of any written grievance, the immediate supervisor shall reply to the grievance in writing. If the grievance is not resolved at this level, the employee shall have seven calendar days, excluding Saturdays, Sundays, and holidays, from receipt of the answer within which to file an appeal with the next highest level of supervision.

3. The supervisor at the next highest level of supervision shall have seven calendar days, from receipt of the appeal, excluding Saturdays, Sundays and holidays, in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee shall have seven calendar days, excluding Saturdays, Sundays, and holidays, from receipt of the answer within which to file an appeal with the next highest level of supervision as determined under paragraph M. of this section.

4. If the administrator at the next highest level of supervision is not the department head, that administrator shall have seven calendar days, excluding Saturdays, Sundays, and holidays, from receipt of the appeal, in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the administrator may conduct. If the grievance is not resolved at this level, the employee shall have seven calendar days, excluding Saturdays, Sundays, and holidays, from receipt of the answer within which to file an appeal with the department head.

5. The department head shall have seven working days from receipt of the appeal in which to review, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the department head, a hearing is required at this step and the employee, and his/her representative shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the department head and the employee or his/her representative.

   The Union may in its own name file a grievance alleging that the County/Department has failed to provide it some organizational right which is established by written Department rules or by this Memorandum of Understanding, provided that such right is not made subject to the discretion of the Chief or County/Department. Such Union grievances shall be filed with the department head on the form designated by the County Fire Department and heard and determined pursuant to the provisions of the fifth step of the grievance procedure.

E. WAIVER OF APPEAL STEPS. If the grievance is not resolved after the first line supervisor has answered it in writing, the Union and the department head may by mutual agreement waive review of the grievance at intermediate levels in those cases in which such levels of management are without authority to resolve the grievance as requested.

F. BINDING ARBITRATION OF GRIEVANCES. In the event that the grievance is not resolved at Step 5 of subsection D. herein, the grievant or his/her representative may, within thirty days after receipt of the decision of the department head made pursuant to said subsection D. request that the grievance be heard by an arbitrator.

G. INFORMAL REVIEW BY DIRECTOR. Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Office of the Director of Human Resource Services shall have ten working days in which to review and seek adjustment of the grievance.

H. **SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the County/Department and the employee or his/her representative. If the County/Department and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five qualified arbitrators. The County/Department and the employee or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.

I. **DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon parties. The arbitrator shall have no power to amend this Memorandum of Understanding, a resolution of the Board of Supervisors, the Charter, ordinance, State law, or written Department rules, or to recommend such an amendment.

J. **PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear his/her own expense in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the Fire Department and one-half by the grievant.

K. **EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the Department to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

L. **LIMITATION OF STALE GRIEVANCES**. A grievance shall be void unless received within sixty calendar days from the date upon which the County/Department has allegedly failed to provide a condition of employment. In no event shall any grievance include a claim for money relief for more than the sixty day period.

M. **DESIGNATION OF APPEAL LEVELS.** Each department head shall designate in writing the positions or levels in his/her department to which the various appeals provided in subsection D. hereof shall be made.

N. **EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For the purposes of this section, the provisions of Section 1 of the Memorandum shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization, which is not a party to this Memorandum, are specifically excluded from so acting. The Union shall be notified of all grievances filed pursuant to Section 19.D.2. In those cases in which an employee elects to represent himself or arranges for independent representation, the County/Department shall make no settlement or award which shall be inconsistent with the terms and conditions of this Memorandum. In the event the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to paragraph D.5. of this section for the purpose of amending such award. In the event any unrepresented or independently represented employee shall elect to go to arbitration under paragraph F. hereof, the Union may elect to be a full and equal party to such proceeding for the purpose of protecting the interests of its members in negotiated conditions of employment.

SECTION 19. RETIREMENT

A. **PUBLIC EMPLOYEES' RETIREMENT SYSTEM.** Employees of the Alameda County Fire Department are members of the Public Employees' Retirement System. The PERS benefit formula is "3% at age 50". Members are entitled to the 1957 Survivors Benefits and the 1959 Survivors Act. Members may purchase the Military Service Credit benefit through pre-tax payroll deduction. The final compensation average is one year. Employees shall participate in the PERS Retirement Tax Deferral Plan as authorized under Section 414 (h)(2) of the Internal Revenue Code.

B. In the event that new or additional PERS pension benefits are available by legislative or administrative action, the MOU may be reopened to negotiate over such benefits during the term of the agreement.

1. In the event the Alameda County Employees' Retirement Association (ACERA) makes available an enhanced safety retirement benefit for safety employees that were former ACERA members while employed with the Alameda County Fire Department, the parties agree to meet and confer over the terms and conditions of extending this benefit to those former ACERA individuals in the Fire Department.

C. **Pension Contributions:** The County pension contribution rate is estimated to be 21.181% effective July 1, 2011. Effective July 1, 2012 until June 30, 2015, employees shall share equally the cost of increases to the employer's pension contribution rate when the retirement contribution increase exceeds 26.181% or 5% above the County's contribution rate on July 1, 2011. This increase in employee retirement contribution shall be made on a pre-tax basis, as the current contributions are currently being made. In the event that the County's contribution rate is reduced effective July 1, 2013 through the term of the MOU, employees will receive 75% and the County 25% of the amount the employer PERS rate is reduced. This section expires on December 31, 2017.

D. Effective January 1, 2018, "classic member" employees shall contribute 12% toward retirement (PEPRA).

E. "New members" hired on or after January 1, 2013 shall contribute 50% of the normal cost toward their pension benefit. Effective January 1, 2018, "new members" shall contribute 12% of their salary toward their pension benefit or no less than 50% of the normal cost toward their pension benefit, whichever is greater.

F. **401(a) DEFERRED COMPENSATION RETIREMENT PLAN.** The Fire Department will contribute the equivalent of 4 hours of pay per month at the 56-hour workweek rate of pay for a total of 48 hours annually into employees' 401(a) accounts. The County's contribution to the Section 401(a) deferred compensation plan shall be suspended effective July 1, 2010 through June 30, 2013 and recommence beginning July 1, 2013 through June 30, 2020.

G. **457 DEFERRED COMPENSATION RETIREMENT PLAN.** Employees may make pre-tax contributions into a 457 account. The Department does not contribute funds into the 457 plan.

SECTION 20. LAYOFF

A. For employees within the bargaining unit, all layoffs and reductions in force in lieu of layoff, including recall following layoff, shall be made in accordance with the Alameda County Civil Service Rules.

B. No member of the Alameda County Firefighters Local 55B shall be laid off as the result of a consolidation with any fire department.

SECTION 21. PROPOSITION 4 REOPENER

In the event either the Department or the County will exceed its spending limit as determined by Proposition 4, and the voters fail to approve a measure to allow exceeding the limit, this MOU shall be reopened at the request of the County/Department for the purpose of negotiating personnel costs to comply with the Proposition 4 spending limits.

SECTION 22. PHYSICAL FITNESS PROGRAM

The Department shall continue the mandatory physical fitness program as outlined in OAG 27.000.

SECTION 23. INDUSTRIAL ILLNESS OR INJURY

A. Employees incapacitated by sickness or injury received in the course of employment shall, in lieu of the benefits of Section 9 be granted the benefits set forth in Section 4850 et seq of the Labor Code. Refer to OAG 20.004

B. Employees will be given a copy of the Exposure Report Form upon request. Refer to OAG 33.001.

SECTION 24. MANAGEMENT BENEFITS

Employees eligible to participate in the Management Benefits and Cafeteria Plan shall continue to participate in such plan as may be amended from time to time at the sole discretion of the Board of Supervisors.

Cafeteria Plan: Effective January 1, 2013, the County contribution to the management cafeteria plan for each eligible employee shall be increased from $2300 to $2600 for calendar year 2013. Effective January 1, 2014, the County contribution shall be increased from $2600 to $2900 for calendar year 2014 through calendar year 2020.

SECTION 25. NO STRIKE - NO LOCKOUT

There shall be no lockout or strike, slowdown, work stoppage, job action, or willful absence from assigned work station, during the life of this Memorandum. The Union agrees to assist the County/Department in enforcing the provision of this Section.

SECTION 26. SENIORITY

The Alameda County Fire Department recognizes the following means of seniority for day-to-day operations within the organization:

Seniority for the purpose of vacation selection: Each vacation bid shall be determined by overall Department seniority, in accordance with O.A.G. Policy No. 20.000 governing Vacation Selection.

SECTION 27. PROMOTIONAL PROCESS (OAG 24.003)

A. Notification of Promotional Examinations

1. The Alameda County Fire Department will provide three (3) months' notice of promotional examinations. The notice will include information regarding dates of examination segments and study materials. Copies will be sent to the address of record of any employees on industrial sick leave (Worker's Compensation).

2. In case of an emergency, the Fire Department shall notify the Union that a shorter notice period (but no less than 25 days) is required. Such decision to give shorter notice is not grievable. If the Union has no objection, notice of less than 25 days may be given under exceptional circumstances.

B. Promotional Lists

1. The parties agree that promotional lists for the Alameda County Fire Department classifications showing standing will be posted in all stations.

2. The parties have been meeting since April 1998 and during such time have created the framework for a promotional process. The parties agree to meet and confer over the establishment of a promotional process. Upon completion of the meet and confer, the promotional process will be incorporated into a Fire Department O.A.G. Policy which will be referenced in the next MOU between the Alameda County Fire Department and the International Association of Firefighters.

Neither the Fire Department nor Alameda County will endorse the concept of a seniority-based promotional process.

SECTION 28. MANAGEMENT RIGHTS

The County/Department hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and by the County Charter, except as specifically limited, abridged or relinquished by the terms of this Memorandum.

SECTION 29. REOPENER

During calendar year 2016 and 2018, either party may request a reopener of the MOU on the subjects of salary and/or healthcare/health benefits by sending written notification no later than December 1, of the respective calendar year. If requested by either party, the MOU shall be reopened.

If at any time during the term of this MOU, any contract agency cancels its contract for service with the ACFD, both parties agree to reopen the MOU for negotiations within 30 days of the receipt, by the ACFD, of the cancelation notice from the contract agency.

SECTION 30. SAVINGS CLAUSE

If any provision of the Memorandum shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provisions.

SECTION 31. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Union for the Board's consideration and approval. Upon such approval, this Memorandum of Understanding shall supersede and control over conflicting or inconsistent Department, County or Fire Commissioners resolutions, regulations or policies.

SECTION 32. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall, during the term of this Memorandum of Understanding demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement.

The parties agree to revise the MOU to include any currently applicable MOU language and Side Letters of Agreement and remove any expired and outdated language in the MOU within 90 days of adoption of the agreements by the Board of Supervisors.

Signed and agreement to this 14th day of May, 2014

FOR THE ALAMEDA COUNTY FIRE DEPT.

Glenn Burkheimer

Cynthia Baron

Amelia H. Espanza

FOR THE IAFF LOCAL 55

Christopher E. Olsen

Mary Welch
MARY WELCH, INTERIM DIRECTOR
Human Resource Services

APPENDIX A

Listed below are the job classifications represented by the International Association of Firefighters, Local 55B Bargaining Unit R034. Salaries shown are monthly and are effective on the dates shown, and set by the Alameda County Board of Supervisors.

Job Code		Title	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	FLSA Status
8138	SM	Fire Marshal	01/01/2008	9572	10048	10550	11079	11656	E
			01/01/2009	9988	10485	11009	11561	12163	E
			01/01/2013	10173	10679	11213	11775	12388	E
			01/01/2014	10295	10807	11348	11916	12537	E
			01/01/2015	10327	10841	11383	11953	12576	E
8147	SM	Deputy Fire Marshall	01/01/2008	9026	9473	9955	10451	10998	E
			01/01/2009	9419	9885	10388	10906	11476	E
			01/01/2013	9593	10068	10580	11108	11688	E
			01/01/2014	9708	10189	10707	11241	11828	E
			01/01/2015	9738	10221	10740	11276	11865	E
8149	SM	Fire Training Officer	01/01/2008	9026	9473	9955	10451	10998	E
			01/01/2009	9419	9885	10388	10906	11476	E
			01/01/2013	9593	10068	10580	11108	11688	E
			01/01/2014	9708	10189	10707	11241	11828	E
			01/01/2015	9738	10221	10740	11276	11865	E
8150	SM	Fire Battalion Chief	01/01/2008	9572	10048	10550	11079	11656	E
			01/01/2009	9988	10485	11009	11561	12163	E
			01/01/2013	10173	10679	11213	11775	12388	E
			01/01/2014	10295	10807	11348	11916	12537	E
			01/01/2015	10327	10841	11383	11953	12576	E

Nine percent of the salaries shown for each classification represent a salary supplemental in lieu of payment by the Department of the employee's contribution to the applicable retirement system.

PAY DIFFERNTIALS

EFFECTIVE	HOLIDAY PAY	EMT
1/1/2008	6.17%	4.09%
1/1/2009	6.22%	4.11%

APPENDIX B – CIVIL SERVICE

In addition to OAG 24.003 Promotional Examinations for Safety Members the following sections of the Alameda County Civil Service Rules apply:

CLASSIFICATION

1200 Authority

Pursuant to the provisions of section 36 (a) of the Charter, it shall be the duty of the Commission to provide for the classification of all positions in the classified service and from time to time for the reclassification of any or all such positions. It also shall be the duty of the Commission to allocate and reallocate individual positions to classes. Each classification action of the Commission shall be submitted to the Board of Supervisors and shall become effective upon approval by said Board.

1204 The Official Classification Plan

The schedule of classes adopted by the Commission and approved by the Board of Supervisors, effective July 1, 1956, together with all subsequent amendments, constitutes the official classification plan for all positions in the classified service. The classification plan shall not be deemed to be a part of the rules of the Commission, but shall serve as an administrative tool for its personnel transactions.

1208 Maintenance of Plan

The classification plan shall be kept current by continual investigation and review of positions in the classified service. Such investigation and review may include the survey of a single position, or county-wide surveys of all positions in a single class or class series, or surveys of positions in an organizational unit, or surveys of positions in an occupational grouping. The investigation and review of a position or positions may be initiated by the Commission or upon the request of a department head or an employee. In addition the Commission shall provide for periodic reclassification surveys of all positions in the classified service.

Department heads and employees shall make available to the Commission or its authorized representatives all pertinent information required to properly maintain the classification plan, including new statements of duties and responsibilities as needed.

1212 Amending the Plan

The classification plan shall be amended from time to time as needed. New classes may be added and existing classes may be divided, combined, altered, or abolished.

1216 New Positions

Requests from department heads to the Board of Supervisors for the creation of new positions shall be made in accordance with established procedures. New positions shall not be filled until they are classified and allocated.

For the purpose of adjusting the allocation of positions in a department, the Commission, on its own initiative, may request the creation of positions in such department, in which case the department head shall be fully advised in advance of the Commission's intention to act and of the reasons therefore.

1220 Allocation

Each position in the classified service shall be allocated by the Commission to an appropriate class in the classification plan. The allocation of a position to a class shall derive from and be determined by the duties and responsibilities of the position, without regard to the special qualifications of the incumbents and shall be based on the principle that positions shall be included in the same class if:

(a) they are sufficiently similar in respect to duties and responsibilities that the same descriptive title may be used;

(b) substantially the same requirement as to education, experience, knowledge, and ability are demanded of incumbents;

(c) substantially the same test of fitness may be used in selecting qualified employees;

(d) the same schedule of compensation can be made to apply with equity.

1224 Reallocation

Whenever it is determined by the Commission that a position does not properly belong in the class to which it has been allocated, such position shall be reallocated to an appropriate class in the classification plan, or if the plan does not contain an appropriate class, the position shall be reclassified and a new class established, and the position shall be reallocated to the new class. In making reallocations, the Commission shall be guided by the provisions of rule 1220.

1228 Status of Incumbents in Reallocated Positions

When a position is reallocated to another class, the status of the incumbent in such position in the new class shall be determined in accordance with the Commission's established procedures governing classification upgrading, downgrading, transfer, or split-off.

1232 Appeals

Any employee may appeal the allocation or reallocation of his/her position and shall be given an opportunity to be heard by the Commission. All appeals from classification action shall be made in accordance with the Commission's established procedures for classification appeals.

1236 Changes to be Reported

Any significant changes in the duties assigned to the incumbent of a position in the classified service or any organization change in a department that may affect a position in such department, shall be reported to the Commission as provided in its established classification procedures.

1240 Temporary Duties Assignment

With approval of the Commission, a department head may assign to an employee's duties which are properly allocable to a higher or different class provided such assignment is of a temporary nature.

1244 Class Specifications

The Commission shall adopt and maintain a written specification for each class of positions and such specifications shall constitute the official specifications of classes in the classified service. Each class specification shall set forth a descriptive class title, a definition outlining the scope of duties and responsibilities of positions in the class, the minimum qualifications for the class, and such other information as the Commission deems appropriate.

The official class specifications shall be maintained in the office of the Commission and shall be open to inspection by the officers and employees of the County and the public during business hours. Duplicates of the specification shall be made available on request to departments of the County and units thereof and to employees and other interested persons.

1248 Interpretation of Class Specifications

The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions that should be allocated to the various classes. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are of similar kind or quality, nor shall any specific omission necessarily mean that such factor is not included.

The language of the specifications is not to be construed as limiting or modifying the authority of a department head to direct and control the work of employees under his/her jurisdiction or to alter their duties and responsibilities, as may be necessary in the efficient conduct of the business of the County, except that it shall be the responsibility of the department head to report to the Commission promptly any substantial change in the duties and responsibilities of any position under his/her jurisdiction.

In determining the class to which a position should be allocated, the specification shall be considered in its entirety. Consideration shall be given to the general duties, specific tasks, responsibilities, and minimum requirements as a composite description of the kind and level of work the class is intended to embrace. In order to determine the level and proper grouping of the class within the plan, its relationship to other classes also must be considered; therefore, each class specification is to be read and interpreted with this relationship in mind.

1252 Class Title

The text of the class specification.shall determine the official meaning of the title of the class. The class title and its properly designated code number, shall apply to all positions allocated to the class and shall be used in all personnel and administrative transactions involving such positions.

1256 Minimum Requirements

The minimum qualifications statement in a class specification shall constitute the minimum employment standards for the class. Persons provisionally appointed shall meet the minimum qualifications for the class. An examination may be limited to applicants who possess qualifications above the minimum for the class, provided the higher qualifications are approved by the Civil Service Commission and published as the examination's minimum qualifications on the official examination announcement. Any departure from the minimum qualifications established for a class shall be by order of the Commission only.

1260 General Qualifications

General qualifications commonly required of all candidates for, appointees to, and employees in the classified service such as integrity, honesty, sobriety, dependability, industry, thoroughness, accuracy, good judgment, initiative, resourcefulness, courtesy, ability to work cooperatively with others, good health, and freedom from disabling defects, shall be deemed to be a part of the personal characteristics of the minimum qualifications of each class specification and need not be specifically set forth therein. The Commission may prescribe alternative or additional qualifications for individual classes and such qualifications also shall be deemed to be a part of the specifications for such classes.

EXAMINATION ANNOUNCEMENTS, APPLICANTS, APPLICATIONS

1300 Notice of Examination

At least twenty-five days' notice shall be given of each competitive examination by means of an official announcement posted on the official bulletin board in the office of the Commission. Announcements shall be given such other publicity as the director deems warranted to attract sufficient numbers of qualified candidates to compete in examinations and to assure that County employees and the public generally are informed of such examinations.

1304 Requests to be Notified

Requests to be notified when applications are to be accepted for a specific examination may, at the discretion of the Director, be filed in the Commission's offices on forms provided. When the examination is announced these notices will be mailed forthwith to those persons.

1308 Contents of Announcements

Announcements shall specify the title and salary range of the class for which the examination is announced; the nature of the work to be performed; the qualification required; the time, place and manner of making application; the date of the examination; and other pertinent information.

1316 Specific Requirements

Persons applying to take an examination must possess the requirements established for that examination as specified on the official announcement. The Commission may specify as requirements any or all of the following: Residence, sex, State licenses or certificates, professional status, education, training, and experience. Age shall not be a requirement except that the compulsory retirement age established by the County Employees Retirement Act of 1937 shall be the maximum age for all classes in the classified service and whenever a minimum age or a minimum and a maximum age limit is required by law for any class, the Commission shall set age limits to comply with such law.

1320 Documentary Proof of Requirements

Applicants may be required to submit documentary proof that they possess the required education, licenses, certificates, or professional status, as well as evidence of satisfactory training and experience.

1324 Fingerprinting

The Commission may require that candidates in an examination be fingerprinted at any stage of the examination process. Any candidate who refuses to submit to fingerprinting shall be disqualified in the examination.

1328 Form of Application

Any individual may apply to take an examination by filing a prescribed form on which he/she states that he/she meets the announced requirements for such examination and that he/she understands that he/she will be eliminated at any stage in such examination if it develops that in fact he/she does not meet the announced requirements. This form must be filed at the office of the Commission on or before the closing date specified in the examination announcement, except that when a sufficient number of applications have not been received up to the closing date, the director may accept applications in the period between the closing date and the scheduled date of the examination. Otherwise applications filed after the closing date may be accepted only on approval of the Commission.

When an examination has been announced as a continuous examination as provided in rule 1436, the closing date shall be indefinite and the period of applying shall continue until suspended or terminated by order of the Commission.

This rule shall not apply where an examination is held entirely on an oral basis, or where other special circumstances make the procedure not feasible. In such case, each applicant shall file the official application form referred to in rule 1332 before the announced closing date.
In promotional examinations, the preliminary forms shall be checked against personnel records, and any applicant who does not meet the announced requirements shall be disqualified in advance.

1332 Filing of Official Application Form

Upon completion of the written or subject matter portion of the examination, those candidates who pass shall then be required to file an official application form with the Commission by a specified date prior to the date of the oral interview. No one shall be admitted to the oral interview who has not filed his official application form, or who is found from the information on the official application form not to meet the announced requirements for admission to the examination.

When an examination has been announced as a continuous examination as provided in rule 1436, the closing date shall be indefinite and the period for filing applications shall continue until suspended or terminated by order of the Commission.

1336 Rejection

The Commission may reject an application, or may disqualify an applicant at any stage of the examination process, or may remove an eligible from an employment list, for any of the following reasons: If he/she does not meet the minimum requirements as stated in the official announcement, or has not conformed with other published requirements, or has made false statements in his/her application, or is so deficient in personal qualifications or physical ability as to be unfit for effective service in the class.

1340 Notice of Rejection

Whenever an application is rejected, the applicant shall be notified in writing and advised of the reason for rejection.

1344 Right to Appeal

Whenever an application is rejected, the applicant may file a written appeal for reconsideration by the Commission. Such appeal shall be filed immediately on receipt of the rejection notice. In the event there is not sufficient time for the Commission to act on such appeal, the director may allow the appellant to participate on a provisional basis pending decision of the Commission on the appeal.

1348 Notice of Admission

Each applicant whose application is accepted shall be furnished with a notice of admission to the examination for which he/she has filed.

1352 Applications Confidential

Neither the names of applicants for an examination or the names of those who fail in an examination shall be made public.

1354 Applications Not Returnable

Applications filed with the Commission shall become the property of the Commission and shall not be returned to applicants.

1400 Competition

Except as provided in rule 1404 and rule 1408, all examinations shall be competitive and shall be designed to determine the qualifications, fitness, and ability of competitors to perform the duties of the class for which the examination is being given. Examinations may be written, oral, performance, physical, or a combination thereof. They may take into account such factors as experience, education, aptitude, capacity, knowledge, skill, character, physical fitness, or any other factor, quality, or attribute, including moral character and reputation, that may determine the relative fitness of a competitor.

1404 Suspension of Competition

In the case of a vacancy requiring peculiar and exceptional qualifications of a scientific, professional, or expert character, upon satisfactory evidence adduced at a public hearing that competition is impracticable and that the position can best be filled by the selection of a person of.recognized attainments, the Commission may order the competitive examination suspended, but no such suspension shall be general in its application to such position, and all such cases of suspension of competition shall be reported by the Commission, together with the reasons therefore, to the Board of Supervisors.

1408 Qualifying Examinations

At the discretion of the Commission, noncompetitive qualifying examinations may be given to an incumbent with tenure in a position which is upgraded as a result of reclassification or reallocation. An incumbent who qualifies in such examination shall be certified by the Commission as eligible to fill the upgraded position subject to serving the probationary period required for the class to which the position has been reallocated.

1412 Preparation of Examinations

All examinations shall be scheduled, prepared, and administered under the direction of the director. He/she may secure the assistance of persons of recognized attainments in a given field to assist in the preparation or conduct of examinations, in the review of examination questions and keys, or in the correction of essay questions, or he/she may contract with public or private professional agencies for such service.

1416 Subject Matter Portion

The subject matter portion of an examination may consist of written, oral, performance, or physical tests, or any combination thereof, and may include any test of knowledge, skill, capacity, intelligence, aptitude, or of any other factor which in the opinion of the director will be an aid in evaluating the relative fitness and ability of candidates as well as their capacity to develop. Where possession of a license, issued following appropriate examination by a legally constituted body of the State of California, is a requirement for the class, the Commission may order that possession of such license shall qualify applicants in the subject matter portion of the examination for such class and shall so specify on the examination announcement.

1420 Interview

Unless otherwise ordered by the Commission, each examination shall include an interview to appraise the personal qualifications of candidates. For the purpose of limiting the oral examination to those deemed most qualified, the interview may be limited to those candidates successfully completing a subject matter test or performance test or review of applications or other procedures or combinations thereof for evaluating qualifications. In such event, the final rating received by the candidate in said procedure may or may not be weighted with the rating received in the oral portion of the examination in determining his final rating. Failure to report for the interview shall eliminate a candidate from the examination.

1424 Education, Training and Experience

When education, training and experience or any combination thereof are weighted separately as a part of an examination, procedures shall be developed to evaluate the quality, recency, and amount of experience and the pertinency of and satisfactory completion of education and training.

1428 Administration

Examinations may be administered at such hours and in such locations as in the judgment of the director will be most consistent with the interests of the County and the convenience of the applicants. Each applicant who has filed for an examination according to rule 1328 shall be notified of the date, time, and place of such examination, or part thereof. The director shall appoint monitors to conduct the examination in accordance with instructions prescribed therefore.

1432 Administration in Other Localities

When recruiting outside the County, the director may arrange to have the subject matter portion of an examination administered to applicants by other qualified agencies in the area where such applicants are located. When the interview is a part of such examination, successful candidates in the subject matter tests shall come to Alameda County for such interview at their own expense, unless otherwise ordered by the Commission.

1436 Continuous Testing

The Commission may order continuous examinations for classes for which it is difficult to maintain adequate eligible lists. For such classes, the director may continuously receive applications, conduct examinations, and place names of successful candidates on eligible lists in order of their final ratings in the examination. Eligibility from a continuous examination may be deemed to be established as of the date the examination is completed.

1440 Postponement and Cancellation

The Commission may order that an examination be postponed or canceled and in such case applicants shall be given suitable notice thereof.

1448 Anonymity of Candidates

To assure anonymity for each competitor in the written test, his/her papers shall be identified by a number until the scoring of the written test is completed. Only after the scoring of the written test is completed shall the identity of the competitors be disclosed.

1452 Inspection of Tentative Key

During the period of from one to five working days, as determined by the director, immediately following the day of a written examination, any candidate in the examination may inspect a tentative keyed copy of the examination in the office of the Commission and may request a review of any items that he/she believes to be ambiguously worded, inappropriate for inclusion in the examination, or incorrectly keyed. However, keyed copies of copyrighted or standardized tests, or of examinations being given continuously, or of essay or other questions requiring judgment to correct shall not be available for review. During this inspection period, a candidate may file a written request for review of the items or part of the examination he/she questions, giving his/her reasons and citing authorities to support them. The examination shall not be scored until all of the disputed items have been reviewed and appropriate adjustments, if any, made by correcting the scoring key or eliminating items from the examination. Further requests for review of the written examination shall not be considered. Candidates will be advised at the time of the examination of the period of time available for inspection of the tentative key.

1456 Ratings

In order to qualify in an examination, candidates must attain a rating of at least 70% in the subject matter portion and a final rating of at least 70% in the total examination. The Commission may set a minimum qualifying rating for each different subject matter test or for other parts of an examination and candidates failing to achieve such ratings shall be eliminated from participating in the remaining tests or parts of such examination, or if they have already participated, they need not be rated. When in scoring the examination of a candidate, it becomes evident that he/she would receive a rating less than the minimum required to qualify, such candidate shall be eliminated at that point and the scoring of the remaining parts of his/her examination need not be completed. In converting raw scores to percentage ratings, scores below the passing score need not be converted.

The Commission may limit the maximum number of qualified persons who shall constitute an eligible list, or who shall be permitted to compete in any of the separately weighted parts of an examination, and such persons shall be those individuals scoring the highest in the total examination or separately weighted part thereof, as the case may be.

1464 Notice of Results

As soon as the eligible list 1s promulgated, each candidate in the examination shall be notified by mail of the result of his/her examination and, if he/she has qualified for a place on the eligible list, such notice shall state his/her rating and relative standing on the list except that when candidates are eliminated in an earlier stage of the examination process as provided in rule 1456, they may be notified of their failure to qualify at an earlier date.

A candidate's notice of standing on an eligible list and his/her rating in an examination shall be disclosed only to him/her except that in connection with certification and appointment, his/her standing and rating as an eligible may be disclosed to a department head or to a representative of a department head.

1468 Examination Inspection Period

Each candidate may inspect his own examination papers in the office of the Commission at any time within ten days from the date of mailing notices of standing in the examination, except that copyrighted or standardized tests shall not be inspected, and that the inspection period for an examination being held on a continuous basis shall be limited to the ten-day period following the termination of continuous testing.

1470 Interview Records Confidential

Each candidate is entitled to know the score he attained in the interview portion of an examination during the inspection period provided by rule 1468. Records of the interview, other than the overall score, particularly statements of the opinions of the individual interviewers regarding the qualifications of the candidate upon which the ratings given by such interviewers are based, are confidential and shall not be revealed to anyone other than the Commission or Commission staff members directly concerned with the examination.

1472 Appeal for Review of Rating

If a candidate has been disqualified in the oral part of an examination and believes that such action was the result of irregular interview procedures, he may make a written appeal, giving particulars of such irregularities for review by the Commission. Also, an appeal of disqualification in the written part of an examination may be made only on grounds of irregularity or clerical error. Any appeal shall specify the grounds upon which it is made and must be received in the office of the Commission within ten days of the mailing of the notices of standing in the examination.

1476 Revision of Ratings

When an appeal is upheld, the appellant's standing shall be revised accordingly and if the appeal discloses errors that affect the standing of other candidates, they shall also be revised. When the relative standing of eligible's changes as a result of such revisions, their places on the eligible list shall be changed accordingly but appointments previously made from such list shall not be affected thereby.

1480 Promotional Examinations

All promotional examinations shall be competitive and shall be conducted in the same manner as open examinations except that admission to a promotional examination shall be restricted to persons in the employ of the County who have served at least six months following regular appointment to the classified service and who meet the published requirements for the examination. The Commission shall determine whether an examination shall be held on a promotional or open basis.

1492 Disposition of Papers and Records

Prescribed application forms of persons who fail to appear for the written test and examination records of candidates who fail to qualify in the written test shall be destroyed at any time after thirty days from the date of promulgation of the eligible list. Examination records of candidates who qualify in an examination shall be retained during the life of the eligible list or for 15 months, whichever is longer, and the examination records of each appointee shall be filed in his/her permanent personnel folder.

Following the period during which competitors may inspect their examination papers, and after their ratings in each part of the examination have been transferred to examination records, examination materials such as question booklets, answer sheets and work papers may be destroyed, but general qualification appraisal sheets and applications shall be retained at least 15 months from the date of the promulgation of the eligible list.

APPOINTMENT

1744 Reinstatement Following Resignation

On the request of a department head and approval of the Commission, a regularly appointed employee who resigned in good standing may, within three years after the effective date of his/her resignation, be reinstated in a position in the class from which he/she resigned or in a position in another class for which he/she may be eligible as determined by the Commission. Appointments by reinstatement following resignation are subject to the probationary period established for the class.

REDUCTION IN FORCE, LAY-OFF, RE-EMPLOYMENT, REINSTATEMENT

2000 Jurisdiction of Commission

All Lay-offs and demotions in lieu thereof resulting from reduction in force in the classified service shall be made in accordance with these rules and the procedures established by the Commission for an orderly reduction in force.

2004 Jurisdiction of Department Head

Whenever it becomes necessary to reduce the number of employees of-a department, the department head shall determine the class(es) to be affected by the reduction, the number of positions by which each class shall be reduced, the date the reduction is to take effect and shall notify the Commission of these determinations. When specific positions within a class require special skills, knowledge, or abilities, the department head, with prior concurrence of the Commission, may designate specialties within a class and treat such approved specialty as a separate classification for purpose of lay-off and demotion in lieu of lay-off.

2008 Order of Lay-off

When a reduction in force becomes necessary, the Commission shall provide lay-off instructions to affected departments detailing the lay-off procedures and policies to be used by departments in determining the order of lay-off for affected employees. Any appeals concerning departmental actions under the instructions of the Commission shall be governed by the Commission's Administrative Appeals Rules. Lay-off shall be accomplished in inverse order of total County service, except as may be provided in Rule 2014 and as may be provided by applicable Federal or State regulations. For purposes of this rule, Total County Service shall be defined as the sum total of paid service for the County without regard to whether such service was continuous, full-time, less than full-time, tenured, probationary, provisional, temporary or emergency, as well as unpaid leave taken under the Voluntary or Mandatory Time Off program, adopted by the Board of Supervisors in Fiscal Year 1992-93 and 1993-94. All ties in service time will be resolved according to criteria established by the Commission.

Before any tenured employee is laid off, all appointees working in affected classes under emergency, provisional, temporary or probationary appointments shall be separated in the

above sequence, except that the provisions of this sentence shall not apply to probationary appointees reinstated pursuant to Rule Number 1744 and to employees on probation by virtue of job reclassification where such employee was continuously performing the same job functions six (6) months prior to the reclassification.

Any employee subject to lay-off as a result of being in a promotional probationary status in a new department may at the decision of the Commission be allowed to demote in lieu of lay-off to the employee's former classification and department. Any employee so affected shall request a Commission determination within ten (10) working days of notification of the lay-off status.

2010 Lateral Movement/Displacement in Lieu of Lay-Off

An employee in a classification affected by a reduction in force may, in lieu of lay-off, elect to move to a position in an equal-paying classification (in the same department) where vacancies exist, provided that such employee has held tenure in that equal-paying classification. In a situation where there are no vacant positions, an employee who has held tenure in an equal-paying classification may displace another employee in an equal-paying classification within the same department, provided that such displacement in the equal-paying classification is effected pursuant to Rule 2008. The employee who has held tenure in more than one equal-paying classification does not have an option as to the class in which the displacement will occur, but will be permitted to move only into the class then filled by the employee with the least amount of total County Service. Reduction in force, or displacement in lieu of lay-off in one agency/department shall not affect employees in other agencies/departments except as provided for in Rule 2008, and any movement/displacement under this rule shall be in accordance with the provisions of Rule 2008.

2012 Demotion in Lieu of Lay-off

An employee in a classification affected by a reduction in force may, in lieu of lay-off, •elect to demote to a lower paying classification, provided that such employee had held tenure in the lower paying classification. For purposes of lay-off or demotion in lieu of lay-off, flexibly staffed classifications, as defined in the annual salary ordinance, may, with the concurrence of the Commission be treated as one classification. Except as provided in Rule 2014, when both the employee demoting and the employee in the lower paying class have equal Total County Service, the employee in the lower paying classification would be laid off or demoted first. Reduction in force or demotion in lieu of lay-off in one agency/department shall not affect employees in another agency/department except as provided in Rule 2008.

Employees exercising their right of demotion in lieu of lay-off must demote to lower paying classifications, in order of the pay levels of the classification.

2016 Re-Employment

Employees with tenure in the class and department from which they were laid off, including employees who elected to take a demotion in lieu of lay-off, shall have re-employment rights to future vacancies in such class and department. The names of laid off and demoted employees shall be placed, in the inverse order of lay-off, on the departmental preferred list established for

the class. Re-employment from such list shall be in accordance with the provisions of these rules governing certification and appointment.

2020 County-Wide Re-Employment Lists

The name of each employee placed on a departmental preferred list shall also be placed on a County-wide re-employment list for the same class, as provided in Rule 1508 and 1509 in order of Total County Service for certification to vacancies in the class in other County Departments, except for the Sheriff's Department sworn classifications which are placed on such County-wide re-employment lists in inverse order of lay-off based on total paid service for the class as set forth in Rule 2014. The names of laid off probationary employees shall be placed on a County-wide re-employment list if they were laid off from the probationary class.

Certification and appointment from the County-wide re-employment list shall be made in accordance with the provisions of these rules governing certification and appointment.

Acceptance of an appointment from a County-wide re-employment list shall not affect the right of any tenured employee to re-employment in the class and department from which the employee was laid off or from which the employee accepted demotion, but will result in the employee's name being removed from all .other County-wide or departmental preferred lists for positions of equal or lower level salary. If the accepted position was for a lesser number of hours than previously worked by the employee, acceptance will not result in the removal of the employee's name from any full-time lists. When more than one County-wide re-employment list exists due to multiple lay-offs or reclassification action(s) and lay-off, the lists shall be combined for each class with persons on the list being ranked in order of Total County Service or in inverse order of lay-off for Sheriff's Department sworn classes based on total paid service for the class as set forth in Rule 2014. Total County Service shall be determined as of the effective date of the lay-off or classification action.

2024 Right to Compete for Promotion

An employee who has re-employment rights as provided in Rule 2016, shall have the same right to compete for promotion that he/she would have had if he/she had not been laid off or had not accepted demotion in lieu of lay-off. Such employee shall be admitted to a promotional examination and shall be given preferential promotion credits in an open examination as provided in Rule 1484.

2028 Re-Employment Following Disability Retirement

Any employee who has been retired because of disability before reaching the ordinary minimum retirement Age, and who under the provisions of the retirement act has been medically re-examined and has been found to be able to engage in gainful employment shall be eligible for re-employment, either in the position he/she occupied or in another position for which he/she may be found to be qualified. When such position is in a department other than the one from which the employee retired, the consent of the head of the department is required before such re-employment shall become effective.

2032 Re-Appointment to Temporary Position

Any person from among the eligible's with the five (5) highest scores willing to accept temporary appointment, who is appointed to a temporary position of an as needed nature, may be re-appointed to such position on the request of the department head without having to be certified again from the list, notwithstanding the fact that at the time of such re-appointment that person may not be within the five (5) highest scores of those eligible's willing to accept temporary work. Nothing in this rule shall be construed to extend the maximum length of temporary appointments prescribed by law.

This type of appointment is distinguished from permanent Service-as-Needed appointment, the methods for filling which is set forth in Rule 1713.

2040 Re-Employment Following Separation from Promotion Appointment

An employee who, during his/her probationary period, is separated for reason of inability to perform the duties of a higher level position in County service to which he/she has been promoted, shall, upon request to and order of the Civil Service Commission, have his/her name placed on the County-wide re-employment list for the class from which he/she was promoted, and shall be certified from the list as provided in Rule 1532.

APPENDIX C

(County Health/Dental benefits only)
Section 7.B. Bereavement Leave
Section 10.F. Family Sick Leave

A "domestic partnership" shall exist between two persons, one of whom is an employee of the Alameda County Fire Department, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign and cause to be filed with the County an "Affidavit of Domestic Partnership" attesting to the following:

a. the two parties reside together and share the common necessities of life;

b. the two parties are: not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;

c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;

d. the two parties agree to notify the County if there is a change of circumstances attested to in the affidavit;

e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination. A member of a domestic partnership may end said relationship by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County.

APPENDIX D

PROVISION FOR DISPUTE RESOLUTION TO BE INCLUDED IN CONSOLIDATION AGREEMENT BETWEEN CITY OF SAN LEANDRO, ALAMEDA COUNTY FIRE PROTECTION DISTRICT, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 55, SAN LEANDRO FIRE FIGHTERS' ASSOCIATION and INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1428

The following impasse dispute resolution policy and process is hereby agreed to by and between the Alameda County Fire Protection District ("District") also known as Alameda County Fire Department ("ACFD"), the City of San Leandro ("City"), International Association of Fire Fighters, Local 55, San Leandro Fire Fighters Association and International Association of Fire Fighters, Local 1428 and shall be incorporated into and become part of the consolidation agreement between the City and the District. This policy and process shall exist for the duration of the consolidation agreement referenced by this provision and will not be superseded during the life of that agreement in any manner whatsoever unless and until binding interest arbitration is made available to employees of the ACFD for the purpose of resolving disputes over wages, hours and other terms and conditions of employment. The parties are free to modify the provisions of this policy and process by mutual written agreement.

(a) **Declaration of Policy.** It is the policy of the District that strikes by its firefighters pose an imminent threat to public health and safety and should be prohibited, and that alternate methods should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **Prohibition Against Strikes.** No firefighter employee, employee union, association or organization shall strike, slow down, sick out, or engage in such concerted activity against the District: Disputes unresolved by negotiation shall be resolved by the impasse dispute resolution procedures set forth herein. Any such employee who fails to report for work without good cause during negotiations or who aids, abets, or encourages strikes, slow downs or sick outs against the District during such time shall be subject to disciplinary action, including, but not limited to, termination from employment with the District, subject to the provisions of this impasse dispute resolution procedure, the District's Personnel Rules and Regulations, and any other applicable lawful procedures.

(c) **Obligation to negotiate in good faith.** The District through its duly authorized representatives, shall negotiate in good faith with recognized fire employee organization(s) on wages, hours, and other terms and conditions of employment, including procedures for the resolutions of grievances submitted by the employee organization(s) over the interpretation or application of any negotiated agreement, including provisions for binding arbitration of grievances. Unless and until agreement is reached through negotiations between the District and the recognized employee organization(s) or a determination is made through the impasse dispute resolution procedure, hereinafter provided, no existing benefit or condition of

employment within or effecting matters within the scope of representation for those employees shall be eliminated or changed.

(d) Upon the consolidation of the City of San Leandro Fire Department with the Alameda County Fire Protection District, the former firefighter employees of the City shall become firefighter employees of the District with all rights and benefits accorded to them pursuant to memoranda of agreement between International Association of Fire Fighters, Local 1428 and the District, District rules and regulations and applicable law. Beginning December 31, 1996, with the expiration of the existing Memoranda of Understanding between the District and International Association of Fire Fighters, Local 1428, and for any successor memoranda of understanding, the parties shall exchange their written demands at least 180 days before the expiration of the then current agreement or conciliated award. Collective negotiations shall commence at least 150 calendar days before the expiration of the then current agreement or conciliation award.

(e) An agreement reached between District representatives and the representatives of the recognized employee organization(s) shall be submitted in writing to the District Board for its approval, modification, or rejection. All phases of negotiations, mediation and conciliation, including the final binding decision of the conciliator shall be completed at least 25 calendar days before the expiration of the then current agreement or conciliated award.

(f) All parties shall select and schedule a person to act as both mediator and conciliator (hereafter “conciliator”) at least 200 calendar days before the expiration of the then current agreement or conciliated award. If they are unable to agree upon a conciliator, they shall select such person from a list of seven names to be provided by an impartial third-party service mutually acceptable to the parties. The parties shall provide the service with sufficient notice to ensure receipt of the list at least 190 calendar days before the expiration of the then current agreement or conciliated award. If at least 180 calendar days before the expiration of the then current agreement or conciliated award the parties still cannot agree upon a conciliator, they shall immediately alternately strike names from the list, the choice of the first strike to be determined by lot. The last remaining unstruck name shall be selected and scheduled as conciliator.

(g) If 90 calendar days before the expiration of the then current agreement or conciliated award no agreement can be reached, or if the Board refuses to ratify the agreement arrived at or modifies such agreement in any manner unacceptable to the employee organization. the parties shall commence mediation.

(h) If no agreement between the parties has been reached within 14 calendar days after the start of mediation, the conciliator shall thereupon commence conciliation proceedings to deal with the issues still in dispute. Each party shall put in writing its last best offer on each of the issues still in dispute within 14 calendar days after the start of the conciliation proceedings, and these offers shall immediately be made public. The parties shall submit no more than five disputed issues to the conciliator. Upon mutual agreement of the parties, the number of issues may be changed. In the event the issues submitted by the parties are not identical, each party shall submit its last best final offer on those issues in dispute. The conciliator shall hear the evidence presented and consider all factors relevant to the issues from the standpoint of both employer and affected employees, including the interests and welfare of the public and the financial ability of the Board to meet those costs. If one of the parties fails to submit its last best offer within the above-allotted time, then the conciliator shall be obligated to make an award incorporating the terms and conditions of the last best offer made by the party that has submitted its offer within the above allotted time. The decision of the conciliator shall be submitted in writing to the District Board and the membership of the recognized fire employee organization(s) for approval or rejection on an issue-by-issue basis. Any decision of the conciliator which is accepted by the parties shall become effective immediately or at such time as is stated in the award. Any decision of the conciliator which is rejected by any party, shall be resubmitted to the conciliator for mediation where either party may submit additional evidence for consideration. If, after fourteen days from the date of rejection, any issue(s) remains unresolved, the conciliator shall render an award on any remaining unresolved issue(s), based upon the last best offers originally made by the Parties. This award shall become final and binding.

(i) Notwithstanding the provisions of Paragraph (h) above, the conciliator shall have no authority to issue a final and binding award with respect to increases in base salary wage and the specified cash compensation differential pay categories set forth below. Increases in base salary wages and the specified cash compensation differential pay categories for each represented classification for firefighter employees shall be effective January 1 of each calendar year and shall be determined solely in accordance with the following provisions:

(ii) During the fall of each calendar year, The District and the firefighter employee representative organization(s) shall jointly survey the following San Francisco-Oakland-San Jose Metropolitan Statistical Area Fire Departments and Districts (hereinafter “jurisdictions”):

1. Oakland
2. Alameda City
3. San Ramon Valley
4. Santa Clara County Central Fire Protection District
5. Berkeley
6. Contra Costa County
7. Richmond
8. Mountain View
9. Fremont/Union City
10. Pleasanton
11. Livermore

The survey shall be completed no later than January 10 of each year, and shall reflect data which is or later becomes effective during the month of January. The number and identity of the jurisdictions surveyed may be changed by mutual agreement between the District and the employee representative organization(s), however, if any of the jurisdictions cease operation or are consolidated with other fire departments or agencies, the parties shall meet and confer over replacement jurisdictions. If unable to agree to successor jurisdictions, the matter will be submitted to final and binding arbitration. If such a dispute is referred to arbitration, the arbitrator shall be bound to consider the following factors in selecting a replacement agency: size of the department/district as compared to the ACFD; proximity to the ACFD; base salary and the specified cash compensation of the proposed agency as compared to the replaced agency. The salary and differential pay data received from said jurisdictions shall be displayed in a chart listing Base Salary and cash compensation differential pay for each category by name for each jurisdiction as follows:

1. Base Salary (defined as top step firefighter monthly pay, and employer-paid member retirement contribution where applicable);

2. Holiday Pay as a percentage of the monthly top step firefighter pay;

3. Emergency Medical Technician ("EMT") Pay as a percentage of the monthly top step firefighter pay;

4. Paramedic Pay as a percentage of the monthly top step firefighter pay.

5. Hazardous Materials ("HazMat") Pay as a percentage of the monthly top step firefighter pay.

The District and the employee representative shall thereafter determine the Average Base Salary from among the jurisdictions and shall also determine the Average Percentage Relationship to Base Salary for each of the specified cash compensation differential pay categories listed above from among the jurisdictions. For each cash compensation differential pay category surveyed, the Average Percentage Relationship to Base Salary shall be computed by excluding those jurisdictions which lack differential pay for any

category surveyed. For example, if Oakland does not pay EMT differential, then it would not be included in the computation of the Average Percentage Relationship to Base Salary of EMT differential pay from among the jurisdictions. The District and the employee representative organization(s) shall then determine the difference between the Average in Base Salary and the District's current Base Salary and the difference between the Average Percentage Relationship to top step firefighter pay for each of the differential pay categories listed above and the District's current Percentage Relationship to Base Salary for each of the differential pay categories.

(iii) The preliminary determination of the general wage increase shall be the percentage increase (decrease) in the Consumer Price Index for Urban Wage Earners and Clerical Workers, revised, San Francisco-Bay Area, all items, (1982-84 = 100) for the period December 1993 through December 1994, and for November through November for each calendar year thereafter, respectively (hereinafter "CPI-W"). The final determination of the general wage increase shall be the amount of the increase (decrease) in the CPI-W (rounded to the nearest tenth of a percent), plus that percentage amount in excess thereof which equals the percentage difference with the Average for Base Salary (or minus that percentage amount less than the Average in the event the Average should be less than the CPI-W). If the annual general wage increase is 10% or greater, the Board may grant the increase in two (2) equal increments (January 1st and July 1st).

For example, if the general wage increase necessary to the District's current Base Salary to reach the Average for Base Salary for the jurisdictions exceeds the increase in the CPI-W, then the general wage increase shall be equal to that necessary to reach the Average for Base Salary for the jurisdictions.

If the increase in the CPI-W exceeds the increase to the District's current Base Salary necessary to reach the Average for Base Salary for the jurisdictions, then the general wage increase to the District's current Base Salary shall be equal to the increase in the CPI-W.

If the percentage difference with the Average for Base Salary does not exceed the District's current Base Salary, and if the CPI-W has not gone up since the previous salary survey, then there shall be no change to the District's current Base Salary.

(iv) For each of the cash compensation differential pay categories surveyed, the differential pay for each category in the District shall be increased, if necessary, to equal the Average Percentage Relationship to top step firefighter base pay from among the jurisdictions. There shall be no decrease in any differential pay in the District for the categories surveyed if the current differential pay as a percentage of top step firefighter current Base Salary is greater than the Average Percentage Relationship to top step firefighter base pay from among the jurisdictions for the category surveyed. For example, if the Average Percentage Relationship to firefighter base pay for EMT differential pay is 5.0% from among the jurisdictions, then EMT differential pay for the District must be set at no less than 5.0% of base pay.

(i) The costs of mediation and conciliation, including the scheduling of the conciliator, shall be borne equally by all parties. Mediation/conciliation hearings shall be conducted within the District and closed to the public, unless otherwise mutually agreed upon by the parties with the concurrence of the conciliator.

(j) The provisions of this policy and procedure shall not be construed as making any provisions of Section 923 of the Labor Code of the State of California applicable to District employees. The provisions of this Section pertaining to conciliation shall be construed as an "agreement" for the purpose of making applicable to the extent not to conflict herewith the provisions of Chapter 1 (commencing with Section 1280), Title IX, Part 3 of the Code of Civil Procedure of the State of California.

(k) The time limits set forth above may be waived by mutual written agreement of the parties.

(l) In the event that any paragraph of paragraphs of this Agreement shall be declared invalid by any court of competent jurisdiction, the parties shall meet and confer on the paragraph(s) so affected. If unable to agree to successor language, the matter shall be submitted to final and binding arbitration. All other paragraphs of this Agreement not affected shall continue in full force and effect.

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SIDELETTERS OF AGREEMENT

Sideletters of Agreement contain provisions negotiated by the Union and the County that are separate from, and supplemental to, our Memorandum of Understanding.

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LETTER OF AGREEMENT BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 55B
AND THE
ALAMEDA COUNTY FIRE DEPARTMENT

AMENDMENT TO PERS CONTRACT

The Alameda County Fire Department will amend its contract with PERS to provide the 3% at age 50 retirement benefit and domestic partner health coverage effective no later than July 1, 2001.

Safety employees of the Alameda County Fire Department agree to share the cost of this enhanced benefit by contributing 4.7% of their salary upon implementation of the benefit. The 4.7% contribution will be in addition to the employee PERS rate. Employees' share of the cost will paid pursuant to Section 414(h)(2) of the Internal Revenue Code.

The parties agree to share the savings of future employer PERS rate reductions in accordance with the annual PERS actuarial. Savings will be implemented upon the effective date of the annual PERS rate changes by reducing the employee contribution (4.7%) for this benefit. During years 2002 and 2003, the Fire Department and safety employees will each receive 50% of the amount the employer PERS rate is reduced from the previous year. During years 2004 – 2007, the safety employees will receive 75% and the Fire Department will receive 25% of the amount the employer PERS rate is reduced from the previous year. Employees' cumulative reductions will not be greater than 4.7%.

For the Alameda County Fire Department:

For the IAFF:

Date: 2/6/01

SIDELETTER OF AGREEMENT BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 55B
AND THE
ALAMEDA COUNTY FIRE DEPARTMENT

ACERA Safety Retirement Enhancements

There are up to eleven safety members of the Fire Department who have previous safety member service time in the Alameda County Employees' Retirement Association. If Alameda County makes available an enhanced safety retirement benefit for safety employees in ACERA, the parties agree to meet and confer over the terms and conditions of extending this benefit to those eight individuals in the Fire Department.

For the Alameda County Fire Department:

Sheron D. Gilert

Glenn Bukhein

For the IAFF:

Denis Wade

Date: 2/6/01

SIDELETTER OF AGREEMENT BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 55 A & B
AND
THE ALAMEDA COUNTY FIRE DEPARTMENT

The benefit listed below was applicable in the 2008-2015 MOU. This benefit shall be extended and expire effective June 30, 2020.

County Plans:

Effective on and after March 1, 1985, Department employees who have already retired will be entitled to a Department contribution toward the provider's charge for health care plan coverage of the retiree in the same amount, to the same plans, and subject to the same service requirements and eligibility criteria as established and maintained from time-to-time by the Alameda County Employees' Retirement Association for health care plan coverage of retired County employees. In no event shall the Department contribution exceed either the amount of the provider's charge for the health plan or the level of the contribution made by the Retirement Association on behalf of retired County employees, and, if the Retirement Association contribution is discontinued, the Department contribution hereunder shall similarly be discontinued. This provision shall not establish a vested right on the part of any employee or retiree to a health plan contribution after the expiration of this Memorandum of Understanding. For current regulations and contract rates to Health Plan premium rates contact the Alameda County Employee Retirement Association.

FOR THE ALAMEDA COUNTY FIRE DEPT.	FOR THE IAFF LOCAL 55
Glenn Buttheimer	
Cynthia Baron	
Anastasia M. Espanza	
	Christopher G. Walton
May 14, 2014	

SIDELETTER OF AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 55B
AND
THE COUNTY OF ALAMEDA FIRE DEPARTMENT

VACATION SELLBACK

This Sideletter of Agreement is to confirm that the allowable vacation sellback for the IAFF Local 55B shall be 160 hours per fiscal year for the term of the 2008-2020 Memorandum of Understanding.

FOR THE COUNTY:

DATE: 05/06/15

FOR THE IAFF LOCAL 55B:

DATE: 05/06/15

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 05/27/2014

Approved as Recommended ◉ **Other** ○

Unanimous [✓] **Chan:** [ ] **Haggerty:** [ ] **Miley:** [ ] **Valle:** [ ] **Carson:** [ ] - [5]

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Documents to be signed by Agency/Purchasing Agent:

File No. 29155

Item No. 39.1

Copies sent to:

Special Notes:

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: Rhonda Bailey
Deputy

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2014

FROM	TO	PAYDAY	PAYPERIOD
12/08/13	12/21/13	01/03/14	14-01
12/22/13	01/04/14	01/17/14	14-02
		CHRISTMAS 12/25/13	
		NEW YEAR'S 01/01/14	
01/05/14	01/18/14	01/31/14	14-03
01/19/14	02/01/14	02/14/14	14-04
		MARTIN Luther KING'S BIRTHDAY OBSERVED 01/20/14	
02/02/14	02/15/14	02/28/14	14-05
		LINCOLN'S BIRTHDAY 02/12/14	
02/16/14	03/01/14	03/14/14	14-06
		WASHINGTON'S BIRTHDAY OBSERVED 02/17/14	
03/02/14	03/15/14	03/28/14	14-07
03/16/14	03/29/14	04/11/14	14-08
03/30/14	04/12/14	04/25/14	14-09
04/13/14	04/26/14	05/09/14	14-10
04/27/14	05/10/14	05/23/14	14-11
05/11/14	05/24/14	06/06/14	14-12
05/25/14	06/07/14	06/20/14	14-13
		MEMORIAL DAY OBSERVED 05/26/14	
06/08/14	06/21/14	07/03/14	14-14
06/22/14	07/05/14	07/18/14	14-15
		INDEPENDENCE DAY 07/04/14	
07/06/14	07/19/14	08/01/14	14-16
07/20/14	08/02/14	08/15/14	14-17
08/03/14	08/16/14	08/29/14	14-18
08/17/14	08/30/14	09/12/14	14-19
08/31/14	09/13/14	09/26/14	14-20
		LABOR DAY OBSERVED 09/01/14	
		ADMISSION DAY 09/09/14 (*)	
09/14/14	09/27/14	10/10/14	14-21
09/28/14	10/11/14	10/24/14	14-22
		COLUMBUS DAY OBSERVED 10/13/14 (*)	
10/12/14	10/25/14	11/07/14	14-23
10/26/14	11/08/14	11/21/14	14-24
11/09/14	11/22/14	12/05/14	14-25
		VETERAN'S DAY 11/11/14	
		THANKSGIVING 11/27/14 AND 11/28/14	
11/23/14	12/06/14	12/19/14	14-26

(*) Not applicable to all employees, please refer to the applicable MOUs

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COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2015

FROM	TO	PAYDAY	PAYPERIOD
12/07/14	12/20/14	01/02/15	15-01
12/21/14	01/03/15	01/16/15	15-02
		CHRISTMAS 12/25/14	
		NEW YEAR'S 01/01/15	
01/04/15	01/17/15	01/30/15	15-03
01/18/15	01/31/15	02/13/15	15-04
		MARTIN Luther KING'S BIRTHDAY OBSERVED 01/19/15	
02/01/15	02/14/15	02/27/15	15-05
		LINCOLN'S BIRTHDAY 02/12/15	
02/15/15	02/28/15	03/13/15	15-06
		WASHINGTON'S BIRTHDAY OBSERVED 02/16/15	
03/01/15	03/14/15	03/27/15	15-07
03/15/15	03/28/15	04/10/15	15-08
03/29/15	04/11/15	04/24/15	15-09
04/12/15	04/25/15	05/08/15	15-10
04/26/15	05/09/15	05/22/15	15-11
05/10/15	05/23/15	06/05/15	15-12
05/24/15	06/06/15	06/19/15	15-13
		MEMORIAL DAY OBSERVED 05/25/15	
06/07/15	06/20/15	07/02/15	15-14
06/21/15	07/04/15	07/17/15	15-15
		INDEPENDENCE DAY OBSERVED 07/03/15	
07/05/15	07/18/15	07/31/15	15-16
07/19/15	08/01/15	08/14/15	15-17
08/02/15	08/15/15	08/28/15	15-18
08/16/15	08/29/15	09/11/15	15-19
08/30/15	09/12/15	09/25/15	15-20
		LABOR DAY OBSERVED 09/07/15	
		ADMISSION DAY 09/09/15 (*)	
09/13/15	09/26/15	10/09/15	15-21
09/27/15	10/10/15	10/23/15	15-22
		COLUMBUS DAY OBSERVED 10/12/15 (*)	
10/11/15	10/24/15	11/06/15	15-23
10/25/15	11/07/15	11/20/15	15-24
11/08/15	11/21/15	12/04/15	15-25
		VETERAN'S DAY 11/11/15	
		THANKSGIVING 11/26/15 AND 11/27/15	
11/22/15	12/05/15	12/18/15	15-26
12/06/15	12/19/15	12/31/15	15-27

(*) Not applicable to all employees, please refer to the applicable MOUs
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COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2016

FROM	TO	PAYDAY	PAY PERIOD
12/20/15	01/02/16	01/15/16	16-01
		CHRISTMAS 12/25/15	
01/03/16	01/16/16	01/29/16	16-02
		NEW YEAR'S 01/01/16	
01/17/16	01/30/16	02/11/16	16-03
		MARTIN L. KING'S BIRTHDAY OBSERVED 01/18/16	
01/31/16	02/13/16	02/26/16	16-04
02/14/16	02/27/16	03/11/16	16-05
		LINCOLN'S BIRTHDAY 02/12/16	
		WASHINGTON'S BIRTHDAY OBSERVED 02/15/16	
02/28/16	03/12/16	03/25/16	16-06
03/13/16	03/26/16	04/08/16	16-07
03/27/16	04/09/16	04/22/16	16-08
04/10/16	04/23/16	05/06/16	16-09
04/24/16	05/07/16	05/20/16	16-10
05/08/16	05/21/16	06/03/16	16-11
05/22/16	06/04/16	06/17/16	16-12
		MEMORIAL DAY OBSERVED 05/30/16	
06/05/16	06/18/16	07/01/16	16-13
06/19/16	07/02/16	07/15/16	16-14
07/03/16	07/16/16	07/29/16	16-15
		INDEPENDENCE DAY 07/04/16	
07/17/16	07/30/16	08/12/16	16-16
07/31/16	08/13/16	08/26/16	16-17
08/14/16	08/27/16	09/09/16	16-18
08/28/16	09/10/16	09/23/16	16-19
		LABOR DAY OBSERVED 09/05/16	
		ADMISSION DAY 09/09/16 (*)	
09/11/16	09/24/16	10/07/16	16-20
09/25/16	10/08/16	10/21/16	16-21
10/09/16	10/22/16	11/04/16	16-22
		COLUMBUS DAY OBSERVED 10/10/16 (*)	
10/23/16	11/05/16	11/18/16	16-23
11/06/16	11/19/16	12/02/16	16-24
		VETERAN'S DAY 11/11/16	
11/20/16	12/03/16	12/16/16	16-25
		THANKSGIVING OBSERVED 11/24/16 AND 11/25/16	
12/04/16	12/17/16	12/30/16	16-26

(*) Not applicable to all employees, please refer to the applicable MOUs
tguyen 021810

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2017

FROM	TO	PAYDAY	PAY PERIOD
12/18/16	12/31/16	01/13/17	17-01
		CHRISTMAS OBSERVED 12/26/16	
01/01/17	01/14/17	01/27/17	17-02
		NEW YEAR'S OBSERVED 01/02/17	
01/15/17	01/28/17	02/10/17	17-03
		MARTIN L. KING'S BIRTHDAY OBSERVED 01/16/17	
01/29/17	02/11/17	02/24/17	17-04
02/12/17	02/25/17	03/10/17	17-05
		LINCOLN'S BIRTHDAY OBSERVED 02/13/17	
		WASHINGTON'S BIRTHDAY OBSERVED 02/20/17	
02/26/17	03/11/17	03/24/17	17-06
03/12/17	03/25/17	04/07/17	17-07
03/26/17	04/08/17	04/21/17	17-08
04/09/17	04/22/17	05/05/17	17-09
04/23/17	05/06/17	05/19/17	17-10
05/07/17	05/20/17	06/02/17	17-11
05/21/17	06/03/17	06/16/17	17-12
		MEMORIAL DAY OBSERVED 05/29/17	
06/04/17	06/17/17	06/30/17	17-13
06/18/17	07/01/17	07/14/17	17-14
07/02/17	07/15/17	07/28/17	17-15
		INDEPENDENCE DAY 07/04/17	
07/16/17	07/29/17	08/11/17	17-16
07/30/17	08/12/17	08/25/17	17-17
08/13/17	08/26/17	09/08/17	17-18
08/27/17	09/09/17	09/22/17	17-19
		LABOR DAY OBSERVED 09/04/17	
		ADMISSION DAY OBSERVED 09/08/17 (*)	
09/10/17	09/23/17	10/06/17	17-20
09/24/17	10/07/17	10/20/17	17-21
10/08/17	10/21/17	11/03/17	17-22
		COLUMBUS DAY OBSERVED 10/09/17 (*)	
10/22/17	11/04/17	11/17/17	17-23
11/05/17	11/18/17	12/01/17	17-24
		VETERAN'S DAY OBSERVED 11/10/17	
11/19/17	12/02/17	12/15/17	17-25
		THANKSGIVING OBSERVED 11/23/17 AND 11/24/17	
12/03/17	12/16/17	12/29/17	17-26

(*) Not applicable to all employees, please refer to the applicable MOUs

Tnguyen 021810

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COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2018

FROM	TO	PAYDAY	PAY PERIOD
12/17/17	12/30/17	01/12/18	18-01
		CHRISTMAS 12/25/17	
12/31/17	01/13/18	01/26/18	18-02
		NEW YEAR'S 01/01/18	
01/14/18	01/27/18	02/09/18	18-03
		MARTIN L. KING'S BIRTHDAY OBSERVED 01/15/18	
01/28/18	02/10/18	02/23/18	18-04
02/11/18	02/24/18	03/09/18	18-05
		LINCOLN'S BIRTHDAY 02/12/18	
		WASHINGTON'S BIRTHDAY OBSERVED 02/19/18	
02/25/18	03/10/18	03/23/18	18-06
03/11/18	03/24/18	04/06/18	18-07
03/25/18	04/07/18	04/20/18	18-08
04/08/18	04/21/18	05/04/18	18-09
04/22/18	05/05/18	05/18/18	18-10
05/06/18	05/19/18	06/01/18	18-11
05/20/18	06/02/18	06/15/18	18-12
		MEMORIAL DAY OBSERVED 05/28/18	
06/03/18	06/16/18	06/29/18	18-13
06/17/18	06/30/18	07/13/18	18-14
07/01/18	07/14/18	07/27/18	18-15
		INDEPENDENCE DAY 07/04/18	
07/15/18	07/28/18	08/10/18	18-16
07/29/18	08/11/18	08/24/18	18-17
08/12/18	08/25/18	09/07/18	18-18
08/26/18	09/08/18	09/21/18	18-19
		LABOR DAY OBSERVED 09/03/18	
09/09/18	09/22/18	10/05/18	18-20
		ADMISSION DAY OBSERVED 09/10/18 (*)	
09/23/18	10/06/18	10/19/18	18-21
10/07/18	10/20/18	11/02/18	18-22
		COLUMBUS DAY OBSERVED 10/08/18 (*)	
10/21/18	11/03/18	11/16/18	18-23
11/04/18	11/17/18	11/30/18	18-24
		VETERAN'S DAY OBSERVED 11/12/18	
11/18/18	12/01/18	12/14/18	18-25
		THANKSGIVING OBSERVED 11/22/18 AND 11/23/18	
12/02/18	12/15/18	12/28/18	18-26

(*) Not applicable to all employees, please refer to the applicable MOUs

tnguyen 021810 (updated 091013)

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COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2019

FROM	TO	PAYDAY	PAY PERIOD
12/16/18	12/29/18	01/11/19	19-01
		CHRISTMAS 12/25/18	
12/30/18	01/12/19	01/25/19	19-02
		NEW YEAR'S 01/01/19	
01/13/19	01/26/19	02/08/19	19-03
		MARTIN L. KING'S BIRTHDAY OBSERVED 01/21/19	
01/27/19	02/09/19	02/22/19	19-04
02/10/19	02/23/19	03/08/19	19-05
		LINCOLN'S BIRTHDAY 02/12/19	
		WASHINGTON'S BIRTHDAY OBSERVED 02/18/19	
02/24/19	03/09/19	03/22/19	19-06
03/10/19	03/23/19	04/05/19	19-07
03/24/19	04/06/19	04/19/19	19-08
04/07/19	04/20/19	05/03/19	19-09
04/21/19	05/04/19	05/17/19	19-10
05/05/19	05/18/19	05/31/19	19-11
05/19/19	06/01/19	06/14/19	19-12
		MEMORIAL DAY OBSERVED 05/27/19	
06/02/19	06/15/19	06/28/19	19-13
06/16/19	06/29/19	07/12/19	19-14
06/30/19	07/13/19	07/26/19	19-15
		INDEPENDENCE DAY 07/04/19	
07/14/19	07/27/19	08/09/19	19-16
07/28/19	08/10/19	08/23/19	19-17
08/11/19	08/24/19	09/06/19	19-18
08/25/19	09/07/19	09/20/19	19-19
		LABOR DAY OBSERVED 09/02/19	
09/08/19	09/21/19	10/04/19	19-20
		ADMISSION DAY 09/09/19 (*)	
09/22/19	10/05/19	10/18/19	19-21
10/06/19	10/19/19	11/01/19	19-22
		COLUMBUS DAY OBSERVED 10/14/19 (*)	
10/20/19	11/02/19	11/15/19	19-23
11/03/19	11/16/19	11/27/19	19-24
		VETERAN'S DAY 11/11/19	
11/17/19	11/30/19	12/13/19	19-25
		THANKSGIVING OBSERVED 11/28/19 AND 11/29/19	
12/01/19	12/14/19	12/27/19	19-26

(*) Note applicable to all employees, please refer to the applicable MOUs

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COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2020

FROM	TO	PAYDAY	PAY PERIOD
12/15/19	12/28/19	01/10/20	20-01
		CHRISTMAS 12/25/19	
12/29/19	01/11/20	01/24/20	20-02
		NEW YEAR'S 01/01/20	
01/12/20	01/25/20	02/07/20	20-03
		MARTIN L. KING'S BIRTHDAY OBSERVED 01/20/20	
01/26/20	02/08/20	02/21/20	20-04
02/09/20	02/22/20	03/06/20	20-05
		LINCOLN'S BIRTHDAY 02/12/20	
02/23/20	03/07/20	03/20/20	20-06
		WASHINGTON'S BIRTHDAY OBSERVED 02/17/20	
03/08/20	03/21/20	04/03/20	20-07
03/22/20	04/04/20	04/17/20	20-08
04/05/20	04/18/20	05/01/20	20-09
04/19/20	05/02/20	05/15/20	20-10
05/03/20	05/16/20	05/29/20	20-11
05/17/20	05/30/20	06/12/20	20-12
		MEMORIAL DAY OBSERVED 05/25/20	
05/31/20	06/13/20	06/26/20	20-13
06/14/20	06/27/20	07/10/20	20-14
06/28/20	07/11/20	07/24/20	20-15
		INDEPENDENCE DAY OBSERVED 07/03/20	
07/12/20	07/25/20	08/07/20	20-16
07/26/20	08/08/20	08/21/20	20-17
08/09/20	08/22/20	09/04/20	20-18
08/23/20	09/05/20	09/18/20	20-19
09/06/20	09/19/20	10/02/20	20-20
		LABOR DAY OBSERVED 09/07/20	
		ADMISSION DAY 09/09/20 (*)	
09/20/20	10/03/20	10/16/20	20-21
10/04/20	10/17/20	10/30/20	20-22
10/18/20	10/31/20	11/13/20	20-23
		COLUMBUS DAY OBSERVED 10/12/20 (*)	
11/01/20	11/14/20	11/25/20	20-24
		VETERAN'S DAY 11/11/20	
11/15/20	11/28/20	12/11/20	20-25
		THANKSGIVING OBSERVED 11/26/20 AND 11/27/20	
11/29/20	12/12/20	12/24/20	20-26

(*) Not applicable to all employees, please refer to the applicable MOUs

tguyen 021810 (032414)

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