

MEMORANDUM

OF

UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 55B – MANAGEMENT UNIT R34**



AND

THE ALAMEDA COUNTY FIRE DEPARTMENT



January 1, 2022 – June 30, 2027

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

TABLE OF CONTENTS

SECTION 1.	RECOGNITION.....	1
SECTION 2.	NO DISCRIMINATION.....	1
2.A.	DISCRIMINATION PROHIBITED.....	1
2.B.	NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.....	1
SECTION 3.	UNION SECURITY	1
3.A.	MAINTENANCE OF MEMBERSHIP.....	1
3.B.	REVOCAION OF UNION AUTHORIZATION FOR CONTRIBUTIONS.....	2
3.C.	HOLD HARMLESS.....	2
3.D.	CONTINUED RECOGNITION.....	2
3.E.	OFFICIAL ACTION GUIDE (OAG) RECOGNITION.....	2
3.F.	NEW EMPLOYEE ORIENTATION.....	3
SECTION 4.	EMPLOYEE REPRESENTATIVES	3
4.A.	UNION RELEASE TIME.....	3
4.B.	LIMITATION OF TIME OFF.....	3
4.C.	UNION LEAVE BANK.....	3
SECTION 5.	TOURS OF DUTY (SHIFTS) AND WORK SCHEDULES	3
5.A.	FIRE SUPPRESSION SCHEDULES.....	3
5.B.	SCHEDULES OTHER THAN FIRE SUPPRESSION.....	3
5.C.	TIME REQUIRED BY MANAGEMENT EMPLOYEES.....	4
5.D.	PORTAL-TO-PORTAL.....	4
SECTION 6.	LEAVES OF ABSENCE	4
6.A.	MILITARY LEAVE.....	4
6.B.	BEREAVEMENT LEAVE.....	5
6.C.	LEAVE FOR JURY DUTY.....	5
6.D.	FAMILY MEDICAL LEAVE.....	5
6.E.	MATERNITY/PREGNANCY LEAVE.....	5
6.F.	EMERGENCY MANAGEMENT/OPERATIONAL LEAVE.....	5
SECTION 7.	HOLIDAYS	6
7.A.	HOLIDAYS OBSERVED.....	6
7.B.	HOLIDAY IN-LIEU PAY.....	6
7.C.	FLOATING HOLIDAYS.....	7
SECTION 8.	VACATION LEAVE	7
8.A.	VACATION ACCRUAL.....	7
8.B.	WHEN FIRST VACATION IS DUE.....	8
8.C.	RATE OF VACATION PAY.....	8
8.D.	ANNUAL VACATION SELECTION.....	9
8.E.	MAXIMUM VACATION LEAVE.....	9
8.F.	CASH PAYMENT IN LIEU OF VACATION LEAVE.....	9
8.G.	EMERGENCY VACATION LEAVE.....	9
8.H.	VACATION SELLBACK.....	9
SECTION 9.	SICK LEAVE	10
9.A.	SICK LEAVE DEFINED.....	10
9.B.	SELF-INFLICTED INJURY EXCLUDED.....	10
9.C.	SICK LEAVE ACCRUAL.....	10
9.D.	SICK LEAVE CONVERSION FOR SERVICE CREDIT BUY-BACK.....	10
9.E.	RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.....	10
9.F.	CASH PAYMENT ON RETIREMENT.....	10
9.G.	CASH PAYMENT FOR LINE OF DUTY DEATH.....	10
9.H.	CONVERSION DUE TO WORK SCHEDULE CHANGES.....	11

9.I.	MEDICAL REPORT.....	11
9.J.	FAMILY SICK LEAVE.....	11
9.K.	CONVERSION OF SICK LEAVE TO VACATION.....	11
9.L.	CATASTROPHIC SICK LEAVE PROGRAM.....	12
SECTION 10.	WAGES	13
10.A.	GENERAL WAGE INCREASES.....	13
10.B.	EMPLOYEE CONTRIBUTION TO ACFD'S CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST ("CERBT") ACCOUNT:.....	13
10.C.	LONGEVITY PAY:.....	14
SECTION 11.	MEDICAL, DENTAL, VISION, SHARE THE SAVINGS, CAFETERIA BENEFIT PLANS, AND DEPARTMENT ALLOWANCE 14	
11.A.	MEDICAL PLANS.....	14
11.B.	ACFD CONTRIBUTION TOWARDS RETIREE HEALTH PLAN COVERAGE.....	15
11.C.	DENTAL PLANS.....	18
11.D.	VISION PLANS.....	19
11.E.	SHARE THE SAVINGS PLAN.....	19
11.F.	CAFETERIA BENEFIT PLAN.....	20
11.G.	ACFD ALLOWANCE.....	20
SECTION 12.	GROUP LIFE INSURANCE.....	21
12.A.	EXISTING CONTRIBUTION.....	21
12.B.	NEW CONTRIBUTION.....	21
SECTION 13.	LONG-TERM DISABILITY INSURANCE PLAN.....	22
SECTION 14.	PREMIUM CONDITIONS	22
14.A.	CALL BACK PAY.....	22
14.B.	ADDITIONAL COMPENSATION FOR BATTALION CHIEFS:.....	22
14.C.	TEMPORARY ASSIGNMENT TO A HIGHER-LEVEL POSITION.....	22
14.D.	BILINGUAL PAY.....	23
SECTION 15.	FIRE TRAINING INCENTIVE AWARD PROGRAM.....	23
15.A.	DEFINITION AND PURPOSE.....	23
15.B.	FIRE SCIENCE/FIRE SERVICE TECHNOLOGY CERTIFICATE OR ASSOCIATE OF ARTS DEGREE IN FIRE SCIENCE/FIRE SERVICE TECHNOLOGY OR CONTINUING EDUCATION UNITS.....	23
SECTION 16.	SAFETY EQUIPMENT	24
16.A.	FOR ALL PERSONNEL.....	24
16.B.	FIRE INVESTIGATION PERSONNEL.....	24
SECTION 17.	CLOTHING ALLOWANCE.....	24
SECTION 18.	GRIEVANCE PROCEDURE.....	25
18.A.	DEFINITION.....	25
18.B.	EXEMPTIONS.....	25
18.C.	DISCIPLINE AND DISCHARGE MATTERS.....	25
18.D.	DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.....	25
18.E.	UNION GRIEVANCE.....	26
18.F.	WAIVER OF APPEAL STEPS.....	26
18.G.	BINDING ARBITRATION OF GRIEVANCES.....	26
18.H.	INFORMAL REVIEW BY DIRECTOR.....	26
18.I.	SELECTION OF ARBITRATOR.....	26
18.J.	DUTY OF ARBITRATOR.....	27
18.K.	PAYMENT OF COSTS.....	27
18.L.	EFFECT OF FAILURE OF TIMELY ACTION.....	27
18.M.	LIMITATION OF STALE GRIEVANCES.....	27
18.N.	DESIGNATION OF APPEAL LEVELS.....	27
18.O.	EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.....	27
SECTION 19.	RETIREMENT.....	28
19.A.	PUBLIC EMPLOYEES' RETIREMENT SYSTEM.....	28
19.B.	ENHANCED SAFETY PENSION BENEFITS:.....	28
19.C.	CLASSIC MEMBER CONTRIBUTION:.....	28
19.D.	NEW MEMBER CONTRIBUTION:.....	28

19.E.	401(a) DEFERRED COMPENSATION RETIREMENT PLAN.....	28
19.F.	457 DEFERRED COMPENSATION RETIREMENT PLAN.....	28
19.G.	CALPERS PRE-RETIREMENT OPTION 2W DEATH BENEFIT (SECTION 21548).....	29
SECTION 20.	STATION SUPPLY FOR BATTALION CHIEFS	29
SECTION 21.	ORGANIZED MESS	29
SECTION 22.	LAYOFF.....	29
22.A.	ORDER OF LAYOFF.....	29
22.B.	NO LAYOFF DUE TO CONSOLIDATION.....	30
SECTION 23.	PROFESSIONAL DEVELOPMENT FUNDS.....	30
SECTION 24.	PHYSICAL FITNESS PROGRAM.....	30
SECTION 25.	INDUSTRIAL ILLNESS OR INJURY	30
25.A.	SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.....	30
25.B.	EXPOSURE REPORT FORM.....	30
25.C.	ADVANCED DISABILITY PENSION PAYMENTS.....	30
SECTION 26.	NO STRIKE - NO LOCKOUT	31
SECTION 27.	SENIORITY.....	31
27.A.	DEPARTMENT SENIORITY DEFINED.....	31
27.B.	SENIORITY LIST.....	31
27.C.	VACATION SELECTION.....	31
27.D.	EXTENDED OUT-OF-COUNTY MUTUAL AID SIGN-UP.....	31
SECTION 28.	PROMOTIONAL PROCESS (OAG 24.003) AND PROBATIONARY PERIOD	31
28.A.	NOTIFICATION OF PROMOTIONAL EXAMINATIONS.....	31
28.B.	PROMOTIONAL LISTS.....	31
28.C.	PROBATIONARY PERIOD.....	32
SECTION 29.	MANAGEMENT RIGHTS	32
SECTION 30.	MOU REOPENERS	32
30.A.	PROPOSITION 4.....	32
30.B.	EFFECT OF LEGALLY MANDATED CHANGES.....	32
30.C.	CANCELLATION OF CONTRACT FOR SERVICE.....	33
SECTION 31.	SAVINGS CLAUSE	33
SECTION 32.	ENACTMENT	33
SECTION 33.	SCOPE OF AGREEMENT	33
	SIGNATURE PAGE.....	34
	APPENDIX A JOB CLASSIFICATIONS AND SALARIES	35
	APPENDIX B CIVIL SERVICE.....	36
	APPENDIX C DOMESTIC PARTNER.....	50
	APPENDIX D DISPUTE RESOLUTION.....	51
	SIDELETTERS OF AGREEMENT	56
	RETIREE MEDICAL – GRANDFATHERED ELIGIBILITY CRITERIA	57
	MINUTE ORDER.....	58

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

This MEMORANDUM OF UNDERSTANDING hereinafter “MOU” 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 “ACFD” or “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, sitting as the Board of Directors for the Alameda County Fire Department, hereinafter named as “Board of Directors”, concerning the conditions of employment to be in effect from January 1, 2022 through June 30, 2027, for employees in Bargaining Unit R-34.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time, permanent, and probationary employees in classifications as specifically enumerated in Appendix A of this MOU.

SECTION 2. NO DISCRIMINATION

2.A. DISCRIMINATION PROHIBITED. No persons employed by the 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 OAG 20.006 (Non-Discrimination and Anti-Harassment Policy and Procedures) and shall be excluded from the Grievance Procedure.

2.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

3.A. MAINTENANCE OF MEMBERSHIP. Employees of the ACFD referred to in Section 1 (Recognition) hereof who were members of the Union on the date upon which this MOU is executed shall remain members during the period covered by this MOU, except that such employees may withdraw pursuant to paragraph B (Revocation of Union Authorization for Contributions) of this Section 3 (Union Security).

Upon a written certification by the Union that an employee has signed an authorization for the withholding of Union membership dues, designated fees, premiums for insurance

programs, political action, and any special membership assessments (hereinafter, “contributions”), the ACFD will withhold the appropriate contributions as established and as may be changed from time to time by the Union from the employee’s pay and remit such contributions to the Union.

3.B. REVOCATION OF UNION AUTHORIZATION FOR CONTRIBUTIONS. Any employee desiring to revoke their authorization for Union contributions shall proceed as follows:

1. For those employees who have signed a membership card or other authorization form which provides terms of revocation, the exclusive method of revocation is set by the card or other authorization form.
2. For employees whose membership card or other authorization form does not provide terms of revocation, the member may revoke by submitting a written revocation to the Union during the month of June of any year.

When the Union determines that a represented employee timely revokes their membership or deduction authorization as provided above, the Union shall certify to the ACFD in writing within fourteen (14) days of the employee’s revocation. The ACFD shall cease deductions by the next qualifying pay period of receiving the certified list of revocation from the Union.

Employee requests to cancel or change membership dues deductions must be directed to the Union, rather than to the ACFD.

3.C. HOLD HARMLESS. The Union shall defend, indemnify and hold the County of Alameda, the ACFD and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of Union contributions and/or from complying with any Union member or nonmember requests for dues deductions or revocations made pursuant to this Section (Union Security), provided that the County provides notice to the Union within the statutory requirement of any claim, demand, suit, or other action served to the County’s Clerk of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes the Union’s obligation to indemnify the County for all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds Union contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

3.D. CONTINUED RECOGNITION. It is agreed that in the event that the ACFD shall be merged or consolidated with any other Fire District within Alameda County during the life of this MOU, the ACFD, to the extent permitted by law, will continue during such period to recognize the Union as the sole representative of the employees covered by this MOU.

3.E. 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.

3.F. NEW EMPLOYEE ORIENTATION. The Union will be allowed one (1) representative at the ACFD orientation where new employees represented by the Union will be attending, consistent with Government Code Sections 3550-3559. The Union representative shall be allowed twenty (20) minutes to make a presentation and answer questions from employees in classifications represented by the Union. The ACFD will notify the Union twenty (20) days in advance of such orientation sessions.

The ACFD shall provide to the Union a report each quarter of the year (January 1; April 1; July 1; October 1) that includes the following information:

1. Employee name, classification title, work location
2. Work, home, and personal cellular telephone contact numbers in Telestaff (if available);
3. Personal email addresses (if available);
4. Home address; and
5. Amounts of contributions withheld, including an accumulated total annual amount withheld per employee.

SECTION 4. EMPLOYEE REPRESENTATIVES

4.A. UNION RELEASE TIME. Employee representatives of the Union's bargaining team 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 and for Labor-Management Participation and Decision-Making Process (PDMP) meetings. Employee representatives of the Union's bargaining team shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this MOU for review of grievances and contract compliance questions.

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

4.C. UNION LEAVE BANK. All employees in classifications enumerated in Appendix A shall contribute two (2) hours per year of accrued vacation or compensatory time off in accordance with the procedures outlined in OAG 20.020 (Union Leave Bank).

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

5.A. FIRE SUPPRESSION SCHEDULES. The normal tour of duty for each employee assigned to fire suppression shall be 48 consecutive hours, commencing at 8:00 a.m. The average number of scheduled hours per week shall be 56.

The fire suppression schedule shall include two (2) 24-hour shifts on-duty and four (4) 24-hour shifts off-duty.

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5.B. SCHEDULES OTHER THAN FIRE SUPPRESSION. The average number of scheduled hours per week for each employee assigned to activities other than fire suppression shall be

40. Employees assigned to a 40-hour work schedule may work schedules in accordance with OAG 20.015 (Staff Work and Alternative Schedules) and after approval of the Fire Chief.

5.C. TIME REQUIRED BY MANAGEMENT EMPLOYEES. 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.

5.D. PORTAL-TO-PORTAL. All ACFD ordered emergency time outside of the ACFD's assigned duty locations in response to Federal Emergency Management Agency (FEMA) designated emergencies or mutual aid incidents designated under the California Fire Assistance Agreement (CFAA) administered by the California Office of Emergency Services, 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.

If there are any changes to the State and/or Federal regulations as defined by FEMA or the CFAA that impact the reimbursement for staff and equipment costs for participating on strike teams, the Department will notify the Union and offer to meet and confer over the impact of such changes, as needed.

SECTION 6. LEAVES OF ABSENCE

6.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 (Military Leave).

If such employee shall have been continuously employed by the County/Department for at least one year prior to the date such absence begins, they 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 6.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 they would have been scheduled to work or scheduled for paid holiday leave, had they 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.

6.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 Fire Chief as follows:

1. Employees working 56-hours/week: A period not to exceed three (3) consecutive scheduled shifts or equivalent days.
2. Employees working 40-hours/week: A period not to exceed 48 hours.

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.

6.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, they shall not be required to complete the shift. Refer to OAG 26.000 (Jury Duty and Subpoena Leave).

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

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

6.F. EMERGENCY MANAGEMENT/OPERATIONAL LEAVE. FLSA-exempt employees covered under this MOU 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, will be granted emergency management/operational leave as follows:

1. **40-hour employees:** up to three 8-hour days (24-hours)
2. **56-hour employees:** up to 1.5 shifts (36-hours)

These days may be approved by the Fire Chief on the basis that these employees are undertaking assignments for the ACFD, 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

7.A. HOLIDAYS OBSERVED. The following are paid holidays for full-time employees working 40-hours per week:

Date	Known As
January 1	New Year's Day
Third Monday in January	Dr. Martin Luther King, Jr., Day
February 12th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
November 11 th	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving Day	Day After Thanksgiving Day
December 25 th	Christmas Day

All other days appointed by the President of the United States or the Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday and is approved in writing by three (3) or more members of the Board of Supervisors.

In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this subsection. In no event shall this provision reduce the number of holidays set forth in this MOU.

In the event that New Year's; February 12, known as "Lincoln's Birthday"; July 4; November 11, known as "Veterans Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

7.B. HOLIDAY IN-LIEU PAY:

1. Employees working a 56-hour schedule shall receive holiday in-lieu pay at the rate of 6.22% of the base salary (percentage defined and subject to adjustment according to the survey formula in Appendix D), only for actual paid time worked in a 56-hour schedule and without regard for when holidays occur or whether the employee actually works the holiday. This payment will be paid on a separate check twice a year. The first holiday in-lieu check will be paid on the first pay day after June 1st with the second being paid on the first pay day after December 1st.

For Classic Members and New Members as defined in PEPRA, Holiday Pay additional compensation shall be reported to CalPERS as Special Compensation, Holiday Pay, pursuant to and in accordance with CCR section 571(a)(5) (Statutory Items).

2. Persons newly employed or re-employed shall only be entitled to holiday in-lieu pay while employed by the ACFD and employees leaving the service of the ACFD shall be eligible for holiday in-lieu pay only for time worked which occurred prior to the date of separation.
3. Employees working a 40-hour schedule shall not be entitled to receive holiday in-lieu pay as outlined in subsection 7.B. above. The value of a holiday for a 40-hour schedule employee is eight (8) hours and shall be compensated at straight time.

7.C. FLOATING HOLIDAYS. Refer OAG 26.005.

1. Employees assigned to a 40-hour schedule will receive four (4) floating holidays to be scheduled by mutual agreement of the employee and the Fire Chief or their 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. Floating holidays will be prorated for employees hired after January 1 of each year, based on the date of hire.

SECTION 8. VACATION LEAVE

8.A. VACATION ACCRUAL. Employees in the Department’s service shall accrue vacation as specified below. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period. An employee who is regularly scheduled to work less than the normal workweek shall accrue vacation leave accordingly. Vacation accrual shall be prorated each pay-period based upon a proration of the number of hours in paid status within that pay period to the normal full-time pay period for the job classification.

1. Employees shall accrue vacation as follows with the corresponding maximum accrual:

a.

Employees Working 56-Hour Assignment		
Accrual Group	Hours/Year	Maximum Accrual
Up to completion of four (4) years of ACFD service	168	336
After completion of four (4) years until completion of 14 years of ACFD service	240	480
After completion of 14 years until completion of 25 years of ACFD service	288	576
After completion of 25 years of ACFD service	312	624

b.

Employees Working 40-Hour Assignment		
Accrual Group	Hours/Year	Maximum Accrual
Up to completion of four (4) years of ACFD service	120	240
After completion of four (4) years until completion of 14 years of ACFD service	176	352
After completion of 14 years until completion of 25 years of ACFD service	208	416
After completion of 25 years of ACFD service	224	448

- c. **Scheduled Vacation:** Once an employee schedules their annual vacation, those hours are considered used and must be taken. Those scheduled hours will not be applied to the maximum accrual.
- d. **Changes to Scheduled Vacation:** Changes to scheduled vacation may be permitted in accordance with OAG 20.000 (Vacation Selection) subsection X. (Vacation Changes). Such vacation changes must be rescheduled immediately and taken within the calendar year of the original scheduled date.
- e. **One-Time Payout:** Employees who have vacation balances over their maximum accrual in accordance with subsection 8.A.1. and 8.A.2. herein, shall receive a one-time pay-out of any remaining balances over their maximum accrual based on vacation scheduled through December 31, 2022. The pay-out will be issued on a separate check on July 15, 2022.

Employees shall also be permitted to a one-time vacation sellback in accordance with subsection 8.H. (Vacation Sellback). to reduce their vacation balances below the maximum accrual.

2. Conversion of Vacation Leave.

- a. 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 .7143 = new balance.
- b. 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 1.4 = new balance.

8.B. WHEN FIRST VACATION IS DUE. Vacation credit and the first vacation leave for any employee shall be due the following pay period after it is accrued.

8.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.

8.D. ANNUAL VACATION SELECTION.

1. The Fire 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 with OAG 20.000 (Vacation Selection).

8.E. MAXIMUM VACATION LEAVE. An employee shall be allowed to take two (2) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient unused vacation leave.

8.F. CASH PAYMENT IN LIEU OF VACATION LEAVE. An employee who accrues vacation leave under subsection 8.A.1. who leaves the Department service for any reason shall be paid at the hourly rate as set forth in Section 6.C. (Rates Defined) for unused vacation accrued to the date of their separation.

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which will permit further vacation accrual.

8.G. EMERGENCY VACATION LEAVE. Leave of absence with pay because of personal emergency of a person in the Department service may be granted by the Fire Chief for not more than two (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 (Vacation Selection).

8.H. VACATION SELLBACK.

1. **One-Time Vacation Sellback:** For Fiscal Year (“FY”) 2022-2023, employees shall be eligible for a one-time sellback of up to 160-hours of vacation leave, in addition to the one-time pay-out in accordance with subsection 8.A.1.e. (One-Time Payout). Employees shall submit their request to ACFD’s Finance Division by July 8, 2022, and such vacation sellback will be paid on a special check issued on July 15, 2022.
2. For FY 2023/2024 and each FY thereafter through the term of the MOU, employees shall be entitled to sell back up to 160-hours of vacation leave during the month of September. This provision shall sunset effective June 30, 2027.

SECTION 9. SICK LEAVE

9.A. SICK LEAVE DEFINED. As used in this Section, “sick leave” means leave of absence of an employee because of any of the following:

1. Illness or injury which renders the employee incapable of performing their work or duties for the Department;
2. Exposure to contagious disease; and
3. Emergency medical or dental appointments of the employee.

9.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.

9.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).

9.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 twenty percent (20%) sick leave buy out option.

9.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee who separates from the Department and is reinstated/rehired, for any reason other than layoff (see above), by the Department 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.

9.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 twenty percent (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.

9.G. CASH PAYMENT FOR LINE OF DUTY DEATH. In the event of a line of duty death, as defined by the Bureau of Justice Assistance Public Safety Officers' Benefit Program, the employee's designated CalPERS beneficiary shall be entitled to a lump sum payment calculated at the base hourly rate for the employee in effect on the last day of ACFD service

for their classification as set forth in Appendix A, times eighty percent (80%) of the employee's unused accrued sick leave to a maximum of \$100,000.

9.H. 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.

9.I. MEDICAL REPORT. The Chief, as a condition of granting sick leave with pay, may require acceptable medical evidence of sickness or injury after two (2) 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.

9.J. 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 Fire 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 subsection 9.C. (Sick Leave Accrual) 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 (6) month period not to exceed 96 hours (four [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 C 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 subsection 9.J.1 will be deducted from the entitlement provided under this subsection.

9.K. 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 eight (8) hour shifts, five (5) shifts or days shall be deducted from said sick leave balance and shall be converted to one (1) shift or day of vacation. Said vacation shall be added to vacation balances accumulated pursuant to Section 8. (Vacation Leave). 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.

9.L. 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 he/she 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 they have 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 (8)-hour working days or 84 twenty-four-hour shifts of donated time per employment.
5. Donations shall be made in full-day increments of eight (8) hours for employees working 40 hours/week or increments of 12 or 24 hours for employees working 56 hours/week 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 Department.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the 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 one-hundred percent (100%) of the employee's gross salary.

SECTION 10. WAGES

10.A. GENERAL WAGE INCREASES.

1. Effective the pay period containing 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 Appendix D (Procedure for Dispute Resolution) except as provided below in subsections 10.A.2. through 10.A.4.
2. **January 1, 2023:** Effective the pay period containing January 1, 2023, salaries for safety classifications covered by this MOU will be adjusted in accordance with the salary survey provisions of Appendix D (Procedure for Dispute Resolution), except that the provision in subsection (h)(iii) regarding the Consumer Price Index for Urban Wage Earners and Clerical Workers shall have a maximum cap of no more than five percent (5%).
3. **January 1, 2024:** Effective the pay period containing January 1, 2024, salaries for safety classifications covered by this MOU will be adjusted in accordance with the salary survey provisions of Appendix D (Procedure for Dispute Resolution), except that the provision in subsection (h)(iii) regarding the Consumer Price Index for Urban Wage Earners and Clerical Workers shall have a maximum cap of no more than five percent (5%).
4. **January 1, 2025:** Effective the pay period containing January 1, 2025, salaries for safety classifications covered by this MOU will be adjusted in accordance with the salary survey provisions of Appendix D (Procedure for Dispute Resolution), except that the provision in subsection (h)(iii) regarding the Consumer Price Index for Urban Wage Earners and Clerical Workers shall have a maximum cap of no more than five percent (5%).
5. **Base Salary Differentials Between Classifications:** The differential between Fire Captain and Fire Battalion Chief classifications is twenty-five and three-tenths percent (25.3%).

10.B. EMPLOYEE CONTRIBUTION TO ACFD'S CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST ("CERBT") ACCOUNT: In addition to the wage increases provided in Section 10. (Wages) herein, all employees in classifications represented by the bargaining unit shall contribute to the ACFD's CERBT account through a tax deferred method to fund the liability for Other Post-Employment Benefits ("OPEB"). Employees' contributions to the CERBT shall be paid in each pay period throughout the calendar year, and shall be as follows:

1. **January 1, 2021:** Effective January 1, 2021 through June 29, 2022, all employees in classifications represented by the bargaining unit shall contribute to the CERBT five and one-quarter percent (5.25%) of their base wage.

2. **June 30, 2022:** Effective June 30, 2022, and each calendar year thereafter, all employees in classifications represented by the bargaining unit shall contribute to the CERBT four percent (4%) of Firefighter (JC #8140NM) annual top step base pay.

10.C. LONGEVITY PAY: Effective December 29, 2022, eligible employees shall receive the following:

1. Employees who complete 26-years of service (in accordance with seniority defined in Section 28 (Seniority for Safety Employees) or ACFD service for non-safety employees), shall receive an additional two percent (2%) of the base pay.
2. In addition to the compensation provided for in subsection 11.D.1., employees who complete 27-years of service (in accordance with Section 28 (Seniority for Safety Employees) or ACFD service for non-safety employees), shall receive an additional two percent (2%) of the base pay, for a total of four percent (4%).

SECTION 11. MEDICAL, DENTAL, VISION, SHARE THE SAVINGS, CAFETERIA BENEFIT PLANS, AND DEPARTMENT ALLOWANCE

11.A. MEDICAL PLANS. The ACFD contracts with California Public Employees' Retirement System (CalPERS) to offer medical plan options for employees represented by the Union. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time hours in a pay period for their classification, shall be entitled to elect coverage from the available options.

The ACFD and covered employees share the cost of medical premiums as provided in subsection 11.A.1. (Payment of Premiums). The ACFD's contribution includes the Minimum Employer Contribution (MEC) established by the Public Employees' Medical and Hospital Care Act (PEMHCA).

1. **Payment of Premiums.** For coverage effective January 1, 2022 through the term of the MOU, the ACFD shall contribute the dollar equivalent of ninety percent (90%) of the total bi-weekly premium, at the employee's applicable level of enrollment, for the Region 1 Kaiser Permanente HMO plan offered through CalPERS towards the bi-weekly premium of the elected CalPERS health plan at the corresponding level of coverage (i.e., single, 2-party, family, or the bi-weekly premium of the elected CalPERS plan, whichever is lower).
2. **Proration.** The ACFD contribution (in subsection 11.A.1. (Payment of Premiums)) shall be prorated each pay period based upon a proportion of hours the employee is on paid status within that pay period when the bi-weekly premium is paid to the normal full-time pay period for the job classification, provided the employee is on paid status at least fifty percent (50%) of the normal full-time pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire bi-weekly premium for the benefits and the ACFD will make no contribution.
3. **Duplicate Coverage and Split Enrollment.** This subsection applies to married ACFD employees, employees in domestic partnerships (as defined in Appendix C-

Domestic Partner), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26 when both parties are employed by the ACFD.

Dual CalPERS coverage, or enrollment in a CalPERS health plan as both a member and a dependent, or as a dependent on two enrollments, is not allowed. Married ACFD employees or employees in domestic partnerships may enroll in separate health plans, but one (1) of the employees must include all the eligible dependents on the same health plan, as split enrollments of dependents is not allowed.

4. **Eligibility Requirements.** The parties to this MOU understand that any employee who chooses to participate must abide by the eligibility requirements and deadlines as set forth in the CalPERS Health Program Guide.

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

11.B. ACFD CONTRIBUTION TOWARDS RETIREE HEALTH PLAN COVERAGE.

Public Employees' Retirement System (PERS) Plans: The ACFD provides the MEC on behalf of retirees, as established by the PEMHCA. ACFD employees who have already retired or who thereafter retire, under the PERS and PERS' Health Benefits Program, will be paid a stipend in the amount determined by application of subsections 11.B.1.a., 11.B.1.b., 11.B.1.c, or 11.B.2.a. below, based on date of hire, towards the medical plan premium for their chosen enrollment level (single, 2-party, family) in a medical plan, in accordance with their applicable Tier, less the MEC. The parties to this MOU 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.

1. **EMPLOYEES WHO RETIRE FROM ACFD BEFORE JUNE 30, 2022:** The provisions of this subsection shall not establish a vested right on the part of any employee or retiree to a health plan contribution after the expiration of the MOU currently in effect.
 - a. **TIER ONE (1): 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 ACFD, will receive a stipend amount, less the MEC, equal to the costs of the premium for the medical plan selected, up to the amount necessary for actual enrollment in Kaiser single, Kaiser 2-party, or Kaiser family.

For eligible retirees who are 65 years of age or older and enrolled in Medicare, the ACFD's contribution will be a stipend amount, less the MEC, equal to the costs of the premium for the medical plan selected, up to equivalent to the premium for Kaiser Senior Advantage single, Kaiser 2-party, or Kaiser family Medicare medical coverage as applicable.

- b. **TIER TWO (2): RETIREE MEDICAL FOR EMPLOYEES HIRED ON OR AFTER APRIL 1, 2009 AND BEFORE JANUARY 1, 2015.** Employees hired on or after April 1, 2009 and before January 1, 2015, who had a minimum of five (5) years of

service with the ACFD, will receive a retiree medical benefit based on the completed years of credited service at retirement.

i. **ACFD Maximum Contribution:** The ACFD’s maximum contribution will be one-hundred percent (100%) of Kaiser single, 2-party or family rate (as applicable) less the MEC with the application of the formula in 11.B.1.b.ii. (Years of Service) below, but in no event will the ACFD contribution be less than the MEC. When the retiree reaches Medicare age eligibility, the ACFD’s maximum contribution will be one hundred percent (100%) of the Kaiser Senior Advantage single, 2-party, or family rate (as applicable), less the MEC.

ii. **Years of Service**

Credited Years of Service	Percentage of ACFD’s Maximum 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. **TIER THREE (3): RETIREE MEDICAL FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2015.** Employees hired on or after January 1, 2015, who have a minimum of five (5) years of service with the ACFD, 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.

i. **ACFD Maximum Contribution:** The ACFD’s maximum contribution will be ninety percent (90%) of either the Kaiser single or 2-party rate (as applicable) less the MEC with the application of the formula in 11.B.1.c.ii. (Years of Service) below, but in no event will the ACFD contribution be less than the MEC. When the retiree reaches Medicare age eligibility, the ACFD’s maximum contribution will be up to ninety percent (90%) of the Kaiser Senior Advantage single or 2-party rate (as applicable), less the MEC.

ii. **Years of Service:**

Credited Years of Service	Percentage of ACFD’s Maximum Contribution
10	50
11	55
12	60
13	65

Credited Years of Service	Percentage of ACFD's Maximum Contribution
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

2. EMPLOYEES WHO RETIRE ON OR AFTER JUNE 30, 2022: The provisions of this subsection shall be a vested benefit contingent on all active employees in the bargaining unit continuing to contribute to the ACFD's California Employers' Retiree Benefit Trust ("CERBT") in accordance with Section 10. (Wages).

a. **TIER FOUR (4):** Employees, regardless of hire date, who retire from the ACFD on or after June 30, 2022, under the CalPERS and PEMHCA Program, will be paid a stipend, in an amount calculated using the applicable Percentage of ACFD's Maximum Contribution based on the employee's completed years of service¹ with ACFD in accordance with subsection 11.B.2.a.ii. (Years of Service) below, towards the medical plan premium, less the MEC.

i. **ACFD Maximum Contribution.** The ACFD's maximum contribution will be up to ninety percent (90%) of the Kaiser single, 2-party or family rate (as applicable), less the MEC, until the retiree reaches Medicare age eligibility. When the retiree reaches Medicare age eligibility, the ACFD's maximum contribution will be up to ninety percent (90%) of the Kaiser Senior Advantage single or 2-party rate (as applicable), less the MEC.

ii. **Years of Service:**

Years of Service	Percentage of ACFD's Maximum 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

¹ An employee's additional years of service with an agency that has contracted with the ACFD for consolidation shall apply.

11.C. DENTAL PLANS. The ACFD offers a Preferred Provider Organization (PPO) dental plan option. Alternative plan options listed in subsection 11.C.2. (Duplicate Coverage) applies to employees who receive alternate coverage through the ACFD. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time pay period for their classification, shall be eligible to elect coverage from the available options.

1. **Payment of Premiums.** For coverage effective through the remaining term of this MOU, the ACFD shall contribute the total bi-weekly premium (including orthodontic coverage) for a County of Alameda-offered dental plan at the corresponding level of coverage (i.e., single, 2-party, family) provided that the employee is on paid status at least fifty percent (50%) of the normal full-time pay period for the classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire bi-weekly dental premium payment for the benefit.

a. **Annual Dental Maximum:** The PPO dental annual maximum allowable shall be \$1,750.

2. **Duplicate Coverage.** This subsection applies to married ACFD employees, employees in domestic partnerships (as defined in Appendix C-Domestic Partner), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26 when both parties are employed by the ACFD. The intent of this subsection is to limit ACFD employees from both covering each other or having duplicate coverage within the same dental plan.

Married ACFD employees and employees in domestic partnerships who are both employed by the ACFD, shall be entitled to up to one (1) choice from the following list of dental plan coverages:

- a. Up to one (1) full family PPO plan together with up to one (1) PPO supplemental plan;
- b. Up to one (1) full family PPO plan.

For ACFD employees in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee if the parent employee has the YAD employee on a family plan.

3. **Effect of Leave Without Pay and Re-Enrollment.** Employees on leave without pay during a pay period that the bi-weekly premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time pay period for the classification, shall be responsible for one hundred percent (100%) of the bi-weekly dental premium.

Failure to pay for premiums will result in a lapse of coverage. Employees on leave without pay, who lose their dental plan coverage for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting period shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County of Alameda.

Those employees whose dental plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate. The effective date of coverage will be based on guidelines established by the County of Alameda.

4. **Dental Plan Premium Payment before Authorized Leave Without Pay or Employee Separation:** Effective for the term of this MOU, the ACFD shall make a dental plan premium payment to provide for one (1) additional month of coverage before an authorized leave without pay or an employee separates, 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 bi-weekly pay period.

11.D. VISION PLANS.

1. **County of Alameda Voluntary Vision Plan:** Employees shall be eligible to participate in the County of Alameda Voluntary Vision Plan. The premium cost shall be paid by the employee.
2. **Vision Reimbursement Plan:** Employees shall also be eligible for the Vision Reimbursement Plan subject to the following criteria: The employee is eligible for reimbursement after six (6) months of continuous employment working at least fifty percent (50%) of the normal full-time pay period for the job classification. The employee shall be reimbursed for the cost of either lens and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of one hundred fifty dollars (\$150) in each subsequent twenty-four (24) month period. Reimbursement will be made subject to applicable procedures and requirements.

11.E. SHARE THE SAVINGS PLAN. Employees who are eligible for medical benefits as defined in subsection 11.A. (Medical Plans) and have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their ACFD-sponsored medical coverage or reduce their applicable level of enrollment (i.e., single, 2-party, family). The stipend provided by this plan is taxable, payable on a bi-weekly basis, and subject to Proration (subsection 11.E.2).

1. **Tiers and Monthly Stipend.** The ACFD's Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$200
Employees who decline Family coverage and elect Single coverage.	\$150
Employees who decline Family coverage and elect 2-Party coverage.	\$100
Employees who decline 2-Party coverage and elect Single coverage.	\$100

Plan Year 2023: Effective Plan Year 2023, the monthly stipend amounts shall be as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$250
Employees who decline Family coverage and elect Single coverage.	\$200
Employees who decline Family coverage and elect 2-Party coverage.	\$150
Employees who decline 2-Party coverage and elect Single coverage.	\$150

2. **Proration:** The stipend shall be prorated each pay period based upon a proportion of hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time pay period for that classification will not receive the monthly stipend for that pay period.
3. **Effect of Leave Without Pay:** Employees on leave without pay during a pay period that the bi-weekly stipend is paid shall have their stipend prorated as outlined in subsection 11.E.2. (Proration).

11.F. CAFETERIA BENEFIT PLAN. Employees shall be eligible to participate in the ACFD's Cafeteria Benefit Plan. The ACFD's Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Service (IRS) Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary to the extent permitted by the IRS regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the ACFD provides employees with an ACFD Allowance (as outlined in subsection 11.G. below) in order to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first 30 days of employment of becoming eligible, the ACFD Allowance will be allocated towards eligible plans as follows, if elected:

- Medical
- Vision

The remaining ACFD Allowance funds, up to the maximum allowed pursuant to IRS regulations, are automatically deposited into the employee's Health Care Flexible Spending Account (Health Care FSA). In addition, the employee may allocate remaining ACFD Allowance funds and/or pre-tax salary contributions towards eligible Health Care, Dependent Care and/or Adoption Assistance Flexible Spending Accounts. Unallocated and/or unused funds are subject to subsection 11.G.4. (Unallocated and/or Unused Funds).

11.G. ACFD ALLOWANCE. To help offset employee costs toward the Cafeteria Benefit Plan (as outlined in subsection 11.F. (Cafeteria Benefit Plan) above), the ACFD provides eligible employees with an ACFD Allowance each calendar year. ACFD contributions are made on a bi-weekly basis and subject to proration (as outlined in subsection 11.G.2.).

1. **Annual Allowance:** The annual (calendar year) ACFD Allowance amount, through the term of the MOU, shall be two-thousand nine-hundred dollars (\$2900).

2. **Proration:** The ACFD Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours that the employee has been regularly scheduled to work to the normal full-time pay period for the job classification. Employees who transition from a part-time position to a different job classification or from one representation group to another, shall be entitled to a prorated amount based upon the number of pay periods the employee is scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay period and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year.

The ACFD Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 11.G.1 (Annual Allowance) minus the sum of the ACFD Allowance received by the employee during the portion of the calendar year preceding termination.

3. **Limitation:** Except in the case of a termination, reinstatement or a qualifying change in status event, an employee may not make any changes to their ACFD Allowance allocation or Flexible Spending Accounts (FSA) during the year.
4. **Unallocated and/or Unused Funds:** Failure by the employee to allocate his or her ACFD Allowance to the eligible benefits noted in subsection 11.F. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated funds deposited into the employee's Health Care FSA pursuant to IRS regulations. Unallocated ACFD Allowance funds exceeding the maximum amount pursuant to IRS regulations shall be paid out in the form of an after-tax earnings on a bi-weekly basis.

Any remaining unspent funds in any of the FSAs (Health Care, and/or Dependent Care) at the end of the year, including salary contributions, are ACFD funds.

SECTION 12. GROUP LIFE INSURANCE

- 12.A. **EXISTING CONTRIBUTION.** The Department will continue to provide up to \$5.00 toward a group life insurance plan.
- 12.B. **NEW CONTRIBUTION.** Effective as soon as administratively possible following adoption of the MOU by the Board of Directors, the basic group life insurance coverage will be \$20,000 for each employee who meets the enrollment requirements, and subsection 12.A. (Existing Contribution) shall no longer apply. This coverage reduces to 65% at age 65 in accordance with the life insurance policy. The reduced amounts will be rounded in accordance with the existing schedule.

SECTION 13. LONG-TERM DISABILITY INSURANCE PLAN

Effective January 1, 2022, through the term of this MOU, the ACFD 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

14.A. CALL BACK PAY. A minimum of three (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 Fire Chief.

14.B. ADDITIONAL COMPENSATION FOR BATTALION CHIEFS: Employees in Job Code (JC) #8150SM (Battalion Chief) who are required to work during off-duty hours in accordance with subsections 14.B.1. (24-Hour Shift Compensation) and 14.B.2. (Assessment Center Compensation) below, shall be compensated at the premium compensation as specified in the respective subsection.

The Union 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.

1. **24-HOUR SHIFT COMPENSATION.** An employee who is called back to duty from an off day shall receive cash compensation in the amount of fourteen and one-half percent (14.5%) of their monthly salary for each additional 24-hour shift worked.
2. **ASSESSMENT CENTER COMPENSATION.** An employee who is required to participate in an assessment center for an outside jurisdiction on behalf of the ACFD during off-duty hours, shall be compensated in the amount of fourteen and one-half percent (14.5%) of their monthly salary prorated on an hour-for-hour basis for the actual hours of participation, not to exceed eight (8) hours per day.

14.C. 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 five percent (5%), whichever is greater. The employee's pay rate at the higher-level position shall be calculated based on the employee's base salary plus Emergency Medical Technician premium condition pay and Section 10. Wages, subsection 10.C. (Longevity Pay) and 10.D. (Bilingual Pay) if the employee is receiving it at the time of appointment to the temporary higher-level position.

CalPERS Special Compensation Reporting for Classic Members (employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA)): This Temporary Assignment to a Higher-Level Position additional compensation shall be reported to CalPERS as Special Compensation, Temporary

Upgrade Pay, pursuant to and in accordance with CCR section 571(a)(3) (Premium Pay) and such reported additional compensation shall only include the MOU Premium Conditions in accordance with CCR section 571(a) (Special Compensation).

2. Payment for time worked will be on an hour-for-hour basis.

14.D. BILINGUAL PAY. Effective two (2) pay periods following adoption of the MOU by the Board of Directors, at the discretion of the Fire Chief, employees shall be eligible for bilingual pay, subject to passing the bilingual proficiency test coordinated by the County of Alameda (County) Human Resource Services (HRS) Department and administered by a person who has been certified as bilingually proficient for proficiency in languages other than English, in accordance with one (1) of the provisions outlined below in subsections 14.D.1. or 14.D.2. The eligible languages shall be limited to those utilized on the Alameda County Registrar of Voters Official Ballot (including sign language).

1. **Positions Designated Bilingual:** An employee occupying a position designated by the Fire Chief as requiring fluency in a language other than English and has passed the bilingual proficiency test by County HRS as referenced above, shall receive an additional forty dollars (\$40.00) per biweekly pay period.
2. **Bilingual Pay for Services Requested:** A person who has passed the bilingual proficiency test coordinated by County HRS and is directed by the Fire Chief, or their designee, to use and uses the bilingual skills in the course of the employee's assignment, shall be compensated an additional forty dollars (\$40.00) for the pay period they are required to utilize such skills.

The bilingual proficiency test and County HRS' determination as to an individual's bilingual competency shall not be subject to the grievance procedure.

SECTION 15. FIRE TRAINING INCENTIVE AWARD PROGRAM

15.A. DEFINITION AND PURPOSE. A voluntary Fire Training Incentive Award Program is established in the ACFD. 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. The frequency of such payment shall be payable in 26 equal installments paid in each pay period throughout the year.

15.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 (1) and only one (1) of the Fire Training Incentive Awards described below.

Classes provided by the ACFD 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 (6) quarter units or four (4) 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 Fire Chief. 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 ten (10) lecture hours to one (1) quarter unit, or 18 lecture hours to one (1) semester unit to be used toward the six (6) quarter units or four (4) 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 (6) quarter units or four (4) 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 Fire Chief.

SECTION 16. SAFETY EQUIPMENT

The ACFD shall provide the following safety equipment:

- 16.A. FOR ALL PERSONNEL.** Occupational Safety and Health Administration (OSHA)-compliant footwear, safety glasses, safety vest, gloves, hearing protection and OSHA-compliant hard hat.
- 16.B. FIRE INVESTIGATION PERSONNEL.** Turnout boots, turnout coat, turnout pants, helmet, NFPA 1500 approved uniform pant, air purifying respirator mask, and wildland protective clothing.

SECTION 17. CLOTHING ALLOWANCE

The Department shall pay an annual clothing allowance to purchase required uniforms (in accordance with OAG 25-000). The annual clothing allowance shall be eight hundred and twenty-five dollars (\$825) and issued in 26 equal installments paid in each pay period throughout the year. The annual amount shall be prorated in the event an employee enters the bargaining unit after the start of the calendar year. For Classic Members (employees who do not qualify as “New Members” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA)), this Clothing Allowance additional compensation shall be reported to CalPERS as Special Compensation, Uniform Allowance, pursuant to and in accordance with CCR section 571(a)(5) (Statutory Items). The annual clothing allowance shall be as follows:

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

SECTION 18. GRIEVANCE PROCEDURE

18.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 MOU, 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.

18.B. EXEMPTIONS. 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".

18.C. DISCIPLINE AND DISCHARGE MATTERS. Discipline and discharge matters are subject to binding arbitration in accordance with subsections 18.I.-K. (Selection of Arbitrator; Duty of Arbitrator; Payment of Costs) herein, only to the extent that the Firefighters' Procedural Bill of Rights provides for an appeal. Written reprimands are not subject to binding arbitration. Further, a probationary employee who is discharged has no right to appeal unless they allege that their dismissal was due to race, religion, national origin, sex, political, or Union affiliation.

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

1. **Step One (1):** An employee having a grievance shall first discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. **Step Two (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 subsection 18.D. (Departmental Review and Adjustment of Grievances) and may thereafter file a grievance on the form designated by the Department with the immediate supervisor within seven (7) calendar days, excluding Saturdays, Sundays, and holidays, after the date of such informal discussion. Within seven (7) 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 (7) 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. **Step Three (3):** The supervisor at the next highest level of supervision shall have seven (7) 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 (7) 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 subsection 18.M. (Designation of Appeal Levels) of this Section.
 4. **Step Four (4):** If the administrator at the next highest level of supervision is not the Fire Chief, that administrator shall have seven (7) 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 (7) calendar days, excluding Saturdays, Sundays, and holidays, from receipt of the answer within which to file an appeal with the Fire Chief.
 5. **Step Five (5):** The Fire Chief shall have fifteen (15) 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 their representative and the Fire Chief, a hearing is required at this step and the employee, and their 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 Fire Chief and the employee or their representative.
- 18.E. UNION GRIEVANCE.** 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 MOU, provided that such right is not made subject to the discretion of the Fire Chief or County/Department. Such Union grievances shall be filed with the Fire Chief on the form designated by the County/Department and heard and determined pursuant to the provisions of the fifth (5th) step of the grievance procedure.
- 18.F. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first line supervisor has answered it in writing, the Union and the Fire Chief 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.
- 18.G. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at Step Five (5) of subsection 18.D. (Departmental Review and Adjustment of Grievances) herein, the grievant or their representative may, within thirty days after receipt of the decision of the Fire Chief made pursuant to said subsection 18.D. request that the grievance be heard by an arbitrator.
- 18.H. INFORMAL REVIEW BY DIRECTOR.** Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services shall have twenty (20) working days in which to review and seek adjustment of the grievance.
- 18.I. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the County/Department and the employee or their representative. If the

County/Department and the employee or their 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 (5) qualified arbitrators. The County/Department and the employee or their representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.

- 18.J. 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 MOU, a resolution of the Board of Supervisors, the Charter, ordinance, State law, or written Department rules, or to recommend such an amendment.
- 18.K. 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 (1/2) by the Department and one-half (1/2) by the grievant.
- 18.L. 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.
- 18.M. 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.
- 18.N. DESIGNATION OF APPEAL LEVELS.** The Fire Chief shall designate in writing the positions or levels in his/her department to which the various appeals provided in subsection 18.D. (Departmental Review and Adjustment of Grievances) hereof shall be made.
- 18.O. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For the purposes of this Section, the provisions of Section 1 of the MOU 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 MOU, are specifically excluded from so acting. The Union shall be notified of all grievances filed pursuant to subsection 18.D.2. (Step Two (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 MOU. 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 subsection 18.E. (Union Grievance) 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 subsection 18.G. (Binding Arbitration of a Grievance) 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

19.A. PUBLIC EMPLOYEES' RETIREMENT SYSTEM. Employees of the ACFD are members of the California Public Employees' Retirement System (CalPERS). The CalPERS contract amendments, in accordance with the Public Employees Retirement Law (PERL) include the following:

1. CalPERS benefit formula of "3% at age 50" (PERL Section 21362.2) for Classic CalPERS PEPRA benefit formula of "2.7% at age 57" (PERL Section 7522.25) for New Members.
2. Safety members 1957 Survivors Benefits and the 1959 Survivors Act (PERL Section 21573).
3. Safety members purchase of Military Service Credit through pre-tax payroll deduction (PERL Section 21024).
4. Final compensation average is one (1) year (PERL Section 20042).
5. Credit for Unused Sick Leave (PERL Section 20965).
6. Public Service Credit for Permanent Career Civilian Federal Firefighter or Permanent Career State Firefighter Service for local safety members only (PERL Section 21024.5).

Safety employees shall participate in the CalPERS Retirement Tax Deferral Plan as authorized under Section 414 (h)(2) of the Internal Revenue Code.

19.B. ENHANCED SAFETY PENSION BENEFITS: In the event that new or additional CalPERS pension benefits are available by legislative or administrative action, the MOU may be reopened to negotiate over such benefits during the term of the MOU.

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 Department, the parties agree to meet and confer over the terms and conditions of extending this benefit to those former ACERA individuals in the Department.

19.C. CLASSIC MEMBER CONTRIBUTION: Effective January 1, 2018, a "classic member" as defined by the Public Employees' Pension Reform Act (PEPRA), shall contribute twelve percent (12%) toward retirement.

19.D. NEW MEMBER CONTRIBUTION: A "new member" as defined by PEPRA, hired on or after January 1, 2013, shall contribute twelve percent (12%) of their salary toward their pension benefit or no less than fifty percent (50%) of the normal cost toward their pension benefit, whichever is greater.

19.E. 401(a) DEFERRED COMPENSATION RETIREMENT PLAN. The ACFD will contribute the equivalent of four (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 ACFD's contribution to the Section 401(a) deferred compensation plan shall be in effect from January 1, 2022 through June 30, 2027.

19.F. 457 DEFERRED COMPENSATION RETIREMENT PLAN. Employees may make pre-tax contributions into a 457 account. ACFD does not contribute funds into the 457 plan.

- 19.G. CALPERS PRE-RETIREMENT OPTION 2W DEATH BENEFIT (SECTION 21548).** Effective January 1, 2023, ACFD will add the CalPERS Pre-Retirement Option 2W Death Benefit (Section 21548) as a contracted optional benefit for all employees represented by the bargaining unit.

SECTION 20. STATION SUPPLY FOR BATTALION CHIEFS

Effective within 90 days after adoption of the MOU by the Board of Directors, ACFD shall review all ACFD fire stations to determine whether to repair existing and/or install new washers and dryers. The ACFD's review and determination shall be at the discretion of the Fire Chief and shall be made in compliance with California Code of Regulations. Upon completion of the ACFD's review of either the repair of existing or installation of new washers and dryers, the following subsections shall be in effect:

- 20.A. Linen Supply Stipend.** ACFD shall pay an annual stipend to employees in a suppression assignment to purchase the following linen: bedsheets, pillows, pillowcases, blankets, bath towels, hand towels and/or wash cloths. The linen supply stipend shall be issued in 26 equal installments of \$3 paid in each pay period throughout the year. The annual amount shall be prorated in the event an employee enters the bargaining unit after the start of the calendar year.

All stations will be supplied with:

- 20.B.** When a replacement is required, a commercial grade washer and dryer in each fully staffed fire station.
- 20.C.** Dish towels and apparatus washing towels.
- 20.D.** Floor mats and shop rags.
- 20.E.** Plates, eating and cooking utensils, pots, pans, cups, glasses, a refrigerator, stove, dishwasher, coffee maker, carafe, blender, microwave, and toaster.

SECTION 21. ORGANIZED MESS

All employees, on each shift, at each station, shall attend an organized mess at the station for consumption of meals. Employees shall contribute equal shares for the cost of such meals. The Department shall not be responsible in any manner for the cost of such meals, for the preparation thereof, for the collection of any funds or for any other costs in connection with this Section.

SECTION 22. LAYOFF

- 22.A. ORDER OF LAYOFF.** For employees within the bargaining unit, should layoffs, reductions in force in lieu of layoff, including recall following layoff, or reductions in rank occur, such determination shall be made in accordance with the Alameda County Civil Service Rules in Appendix B. Except that "total County service" as referenced in the Alameda County

Civil Service Rules, shall be defined by total paid service in the affected rank². Total paid service in the affected rank shall include all continuous paid service worked. In the event there are ties in total paid service time for the affected rank, the Department shall determine the order of layoff by inverse Department seniority as defined in subsection 25.A.

22.B. NO LAYOFF DUE TO CONSOLIDATION. No employees shall be laid off as the result of a consolidation with any fire department.

SECTION 23. PROFESSIONAL DEVELOPMENT FUNDS

Effective Fiscal Year (FY) 2022/2023, upon the approval and at the discretion of the Fire Chief, employees shall be eligible for reimbursement for up to \$1500 per employee, per FY, out of funds from the Joint Apprenticeship Committee (JAC), for 1) completed training courses required for promotion (as defined in the minimum qualifications for higher-level positions) to a higher rank within the ACFD or 2) specialized job-related educational courses that will maintain or upgrade the employee's skills on the job as agreed upon each FY by the Sub-JAC Committee. Employees may be reimbursed for more than one (1) training course completed in the FY, but in no event shall the total stipend exceed \$1500 per employee, per fiscal year, contingent on the availability of JAC funds, and such funds for reimbursement shall not roll over into subsequent FYs. If the JAC fund balance is \$200,000 or lower, reimbursement outlined herein shall cease until the JAC fund balance is over \$200,000. Employees shall receive reimbursements on a first come-first served basis each FY.

SECTION 24. PHYSICAL FITNESS PROGRAM

The ACFD shall continue the mandatory physical fitness program as outlined in OAG 27.000 (Physical Fitness Exercise Policy).

SECTION 25. INDUSTRIAL ILLNESS OR INJURY

25.A. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT. Employees incapacitated by sickness or injury received in the course of employment shall, in lieu of the benefits of Section 9 (Sick Leave) be granted the benefits set forth in Section 4850 et seq of the Labor Code. Refer to OAG 20.004 (Workers' Compensation Procedure).

25.B. EXPOSURE REPORT FORM. Employees will be given a copy of the Exposure Report Form upon request. Refer to OAG 33.001 (Communicable Disease Exposure Control Plan).

25.C. ADVANCED DISABILITY PENSION PAYMENTS. If an employee continues to be disabled after eligibility for 4850 benefits has expired, regular Workers' Compensation temporary disability benefits will be paid to employees who are determined to be eligible for such benefits by the County's workers' compensation third party administrator. Eligible

² For example: In the event a layoff occurs for three (3) Fire Battalion Chiefs, ACFD will follow CSC Rule 2008 (Order of Layoff) but will utilize total paid service in the affected rank (Fire Captain) versus total County service. The three (3) Fire Battalion Chiefs with the least total paid service as a Fire Battalion Chief at the time of layoff will be impacted. Of the three (3) impacted Fire Battalion Chief, those who have tenure in an equal or lower-paying classification, may, in accordance with CSC Rule 2010 (Lateral Movement/Displacement in Lieu of Lay-Off) and CSC Rule 2012 (Demotion in Lieu of Lay-off), elect to move to a position in an equal-paying classification or demote to a lower-paying classification, respectively.

employees may supplement the temporary disability benefits with available accrued leaves, including sick leave, up to seventy-five percent (75%) of gross salary. Amount of leaves necessary for this purpose is computed for each case by the ACFD's payroll unit.

SECTION 26. NO STRIKE - NO LOCKOUT

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

SECTION 27. SENIORITY

27.A. DEPARTMENT SENIORITY DEFINED. Department seniority shall be defined as the sum total of paid service in a safety classification for the Department without regard to whether such service was continuous, full-time, less than full-time, tenured, probationary, provisional, temporary or emergency. Employees who have entered or enter the Department through contract-for-service (consolidation) shall have their total paid service time in a safety classification from the consolidating agency included for the purposes of determining total Department seniority.

27.B. SENIORITY LIST. ACFD shall provide an updated seniority list to the Union in the first quarter of each calendar year.

The following shall be determined by Department seniority in accordance with 27.A. above, and in accordance with the respective Official Action Guide ("OAG"):

27.C. VACATION SELECTION: O.A.G. Policy No. 20.000

27.D. EXTENDED OUT-OF-COUNTY MUTUAL AID SIGN-UP: O.A.G. Policy No. 37.002

SECTION 28. PROMOTIONAL PROCESS (OAG 24.003) AND PROBATIONARY PERIOD

28.A. NOTIFICATION OF PROMOTIONAL EXAMINATIONS.

1. The ACFD 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 (Workers' Compensation).
2. In case of an emergency, the ACFD 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.

28.B. PROMOTIONAL LISTS. The parties agree that promotional lists for the ACFD classifications showing standing will be posted in all stations.

Neither the ACFD nor the County of Alameda will endorse the concept of a seniority based promotional process.

28.C. PROBATIONARY PERIOD.

1. The probationary period for any employee regularly appointed to a classification enumerated in Appendix A shall be one (1) year.
2. **Effect of Absence While on Leave Without Pay.** Whenever a probationer is absent on leave without pay from their position, their period of probation shall be increased by the total time of such absence, unless their leave of absence is to serve within the ACFD in a higher class, in which case the time served satisfactorily in such class shall be counted toward the completion of the period of probation for the class from which leave was granted.
3. **Effect of Absence While on Leave with Pay.** Whenever a probationer is absent on leave with pay from their position for two (2) consecutive work weeks or more, their period of probation shall be increased by total time of such absence.

SECTION 29. MANAGEMENT RIGHTS

The ACFD 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 MOU.

SECTION 30. MOU REOPENERS

30.A. PROPOSITION 4. 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.

30.B. EFFECT OF LEGALLY MANDATED CHANGES. In the event that on or after the effective date of this MOU, State, Federal, or decisional law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this MOU so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and conditions of employment become effective, and the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment impacted in order to assure that the State, Federal, or decisional mandate does not result in an overall increase or decrease of benefits to employees in the area so affected.

Notwithstanding any other provisions of this MOU, any issue as to whether State, Federal, or decisional law has, as set forth above, impinged upon benefits or other terms and conditions of employment set forth herein, shall be exclusively within the jurisdiction of a

competent Court to decide and no arbitrator shall have any power or jurisdiction to make any findings of fact, conclusion of law, or order in that regard.

30.C. CANCELLATION OF CONTRACT FOR SERVICE. 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 thirty (30) days of the receipt, by the ACFD, of the cancellation notice from the contract agency.

SECTION 31. SAVINGS CLAUSE

If any provision of the MOU 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 MOU 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 32. ENACTMENT

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

SECTION 33. SCOPE OF AGREEMENT

Except as otherwise specifically provided here, this MOU 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 MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the MOU 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 agreement by the Board of Directors.

SIGNATURE PAGE

COUNTY OF ALAMEDA

IAFF LOCAL 55

Dec/signed by: Keith Fleming 6/18/2022
Keith Fleming, TEDA

Dec/signed by: Christopher E. Platten 6/15/2022
Christopher E. Platten, Legal Counsel

Dec/signed by: Margaria Zamora 6/18/2022
Margaria Zamora, Labor Relations Manager

Dec/signed by: Sean Burrows 6/17/2022
Sean Burrows, President

Dec/signed by: Ryan Nishimoto 6/18/2022
Ryan Nishimoto, ACFD Deputy Chief

Dec/signed by: Joe Baldwin 6/18/2022
Joe Baldwin, Vice President

Dec/signed by: Shu-Mei Chen 6/19/2022
Shu-Mei Chen, ACFD Financial Services Manager

Dec/signed by: Mike Agustin 6/14/2022
Mike Agustin, Secretary-Treasurer

Dec/signed by: Michi Yoshii 6/20/2022
Michi Yoshii, Labor Relations Analyst

Dec/signed by: Dave Huang 6/14/2022
Dave Huang, Advisory Board Chair

Dec/signed by: Amy Ho 6/18/2022
Amy Ho, Labor Relations Analyst

Dec/signed by: Jeremy Roderick 6/14/2022
Jeremy Roderick, Negotiating Team

Dec/signed by: Josh Leines 6/14/2022
Josh Leines, Negotiating Team

Dec/signed by: Brad Arganbright 6/17/2022
Brad Arganbright, B-Group Representative

Dec/signed by: Joe Angelo 6/20/2022
Joe Angelo, Director
Human Resource Services

Approved as to Form
Donna Zeigler, County Counsel

Dec/signed by: Kristy van Herick 6/23/2022
By: Kristy van Herick
Assistant County Counsel

APPENDIX A
JOB CLASSIFICATIONS AND SALARIES

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	01/01/2022	13993	14688	15422	16194	17040	E
8147	SM	Deputy Fire Marshal	01/01/2022	13195	13847	14550	15278	16078	E
8149	SM	Fire Training Officer	01/01/2022	13195	13847	14550	15278	16078	E
8150	SM	Fire Battalion Chief	01/01/2022	13173	13829	14520	15247	16042	E

Nine percent (9%) 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 DIFFERENTIALS

Effective Date	Holiday Pay	EMT
01/01/2022	6.17%	4.09%

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 is 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
DOMESTIC PARTNER

(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 Department, covered by this MOU, 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
DISPUTE RESOLUTION

**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 October through October, 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.

SIDELETTERS OF AGREEMENT

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

Table of Contents

RETIREE MEDICAL – GRANDFATHERED ELIGIBILITY CRITERIA

57

**SIDELETTER OF AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCALS 55A and 55B
(LOCAL 55)
AND
ALAMEDA COUNTY FIRE DEPARTMENT (ACFD)**

RETIREE MEDICAL – GRANDFATHERED ELIGIBILITY CRITERIA

May 31, 2022

The Alameda County Fire Department (“ACFD”) and the International Association of Firefighters Locals 55A and 55B (“Local 55”), collectively herein, “Parties”, have met and conferred in good faith and reached agreement on this Sideletter of Agreement (“Sideletter”) to the January 1, 2022 to June 30, 2027 Memorandum of Understanding (“MOU”) regarding retiree medical benefits.

The Parties agree to the following grandfathered eligibility criteria for retiree medical benefits referenced in subsections 12.B.2. and 11.B.2., respectively, for employees who are continuously employed with ACFD and who retire on or after June 30, 2022:

- 1) **Employees hired prior to April 1, 2009:** Employees who have 14 years of service with ACFD as of June 30, 2022, shall be eligible for 100% of ACFD’s Maximum Contribution towards the retiree medical benefits referenced in subsection 12.B.2.a.i. and 11.B.2.a.i. (ACFD Maximum Contribution), respectively.
- 2) **Employees hired between April 1, 2009 and June 30, 2022:** The “Years of Service” referenced in subsections 12.B.2.a.ii. and 11.B.2.a.ii., respectively, shall include the employee’s total years of qualifying service with the California Public Employees Retirement System (“CalPERS”) with ACFD as well as with any public sector agency that contracts with CalPERS for retirement benefits.

FOR COUNTY OF ALAMEDA/ACFD:

DocuSigned by:

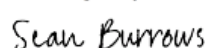


Michi Yoshii, Human Resource Services

DATE: 5/31/2022

FOR IAFF LOCAL 55:

DocuSigned by:



Sean Burrows, President, IAFF Local 55

DATE: 5/31/2022

MINUTE ORDER

**ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER**

The following action was taken by the Board of Directors of Alameda County Fire Department on 06/21/2022

Approved as Recommended Other

Unanimous Brown: Haubert: 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. _____
Item No. 58

Copies sent to:
Annie Wong

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