Memorandum of Understanding

Between

City of Albany

and

Albany Fire Fighters' Association

January 1, 2014 through December 31, 2016

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MEMORANDUM OF UNDERSTANDING

between

CITY OF ALBANY
and

ALBANY FIRE FIGHTERS' ASSOCIATION

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Albany as the joint recommendation of the undersigned parties for the term January 1, 2014 through December 31, 2016.

1. Recognition

1.1 Association Recognition

The Albany Fire Fighters' Association, hereinafter referred to as the "Association," is the recognized employee organization for the following positions in the Albany Fire Department:

Fire Fighter
Engineer
Lieutenant
Captain

1.2 City Recognition

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

2. Association Dues Deductions

Dues deductions for the Association shall be for a specific amount and shall be made only upon the voluntary written authorization of the employee on forms provided by the

Municipal Employees Relations Officer. Dues deductions authorization may be canceled and the dues check-off payroll deduction discontinued at any time by the employee upon voluntary written notice to the Municipal Employee Relations Officer.

3. Probationary Period

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

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

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

4. Disciplinary Action

4.1 Disciplinary Action

The Fire Chief shall be vested with the powers to discipline employees of the department, and for cause, may suspend up to thirty calendar days. The City Manager shall be vested with the powers to discipline an employee, and for cause, may dismiss from employment an employee. The term “disciplinary action” shall include the following actions:

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

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

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

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

4.2 Copy of Notice

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

4.3 Disciplinary Action Appeal Procedure for Written Reprimands

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

4.4 Disciplinary Action Appeal Procedure for Actions Other than Written Reprimands

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

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

The employee upon whom a Notice of Proposed Action has been served shall have fourteen calendar days to respond to the author of the Skelly notice either orally or in writing before the proposed action may be taken. Upon application and for good cause, the author of the Skelly notice may extend in writing the period to respond. If the employee's response is not timely filed, or the employee has not requested an extension, the right to respond is lost.
Disciplinary actions may be appealed to the City Manager within seven calendar days of receipt of the disciplinary action. The City Manager or designee, other than the supervisor and/or department head involved, shall review the circumstances and render a written decision within fourteen calendar days upon receipt of the disciplinary action appeal.

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

4.5 Optional Dismissal Hearing

In lieu of the procedures outlined in 4.4 above, an employee who is dismissed from employment, and who is a civil service-represented employee, may appeal such dismissal to a Hearing Board established through the provisions of Section 8.03c of the City Charter and City Code Sections 3-1.7 and 3-1.8. The employee and/or Association may not utilize both Section 4.4 and Section 4.5 of this MOU.

5. Salary Plan

5.1 Wages and Classifications

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

Effective January 6, 2014, all classifications in the bargaining unit shall have the Longevity Pay Step (LP) increased to ten percent of Step 7 of the Engineer's pay scale.

Effective January 5, 2015, all classifications in the bargaining unit shall have their salaries increased by two and one-half percent.

Effective January 4, 2016, all classifications in the bargaining unit shall have their salaries increased by two and one-half percent.

5.2 Application of Wage Rates

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

The Longevity Pay Step (LP) applies to an employee who has been employed by the City of Albany for twenty-four full years, and ends upon the employee's thirty-fourth anniversary with the City. When an employee reaches his/her thirty-fourth anniversary, his/her pay rate will revert to Step 7 within his/her current rank.

If an employee receives an annual performance evaluation whose overall rating does not meet standards, then the employee shall not advance within the salary schedule for the employee's classification until the employee has been re-evaluated six months from the evaluation period of the evaluation and now receives an overall performance rating of meets standards or better.

5.3 Motivation, Productivity and Performance Appraisals

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

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

5.4 Payday

Payday shall be every other Friday. When payday falls on a holiday recognized in this Memorandum of Understanding, payment will be made on the last regular working day immediately preceding such holiday. Employees will receive paychecks or electronic fund transfers on payday no later than 1:00 p.m.

5.5 Acting Pay

In the absence of a Captain, Lieutenant, or Engineer, the Fire Chief may designate a Lieutenant, Engineer, or a Fire Fighter to serve in an acting capacity. If such is the case, the Acting individual shall be compensated at the rate the employee would receive if promoted to that position.

5.6 Salary after Promotion or Demotion

When an employee is moved from one classification to a classification with a higher maximum salary (promotion), the employee shall be appointed at the minimum step of the salary range in the new classification; provided, however, the employee receives a minimum five percent increase in salary upon such promotion, not to exceed the maximum salary step of the new classification.

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

5.7 EMT Certification Incentive

All represented employees who maintain State of California EMT-1 certification shall receive an additional two and one-half percent compensation over base salary.

Effective April 14, 2014, all represented employees who maintain State of California EMT-1 certification shall receive an additional three and one-half percent compensation over base salary.

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

Effective the first full pay period after adoption of the MOU, the compensation for renewing an EMT certificate shall be eliminated. See side letter for procedural details.

5.8 Paramedic License Incentive

All represented employees who maintain a State of California Paramedic License shall receive an additional ten percent compensation over base salary.

Effective April 14, 2014, all represented employees who maintain a State of California Paramedic License shall receive an additional eleven percent compensation over base salary. An employee who possesses a State of California Paramedic License and elects to receive the compensation provided under this paragraph shall be required to perform ALS Paramedic services during the period of his/her certification.

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

Effective the first full pay period after adoption of the MOU, the compensation for renewing a Paramedic certificate shall be eliminated. See side letter for procedural details.

5.9 Re-Opener

In the event the City of Albany receives revenues from a Public Safety Bond or a gaming license that is issued by the City of Albany for a card room at Golden Gate Fields during the term of this Memorandum of Understanding (MOU), the City of Albany and Albany Fire Fighters' Association will reopen Section 5.1 (Salary Plan) and Section 12 (Insurance and Pension), of this Memorandum of Understanding for the purpose of meeting and conferring about: (1) the amount of salary range increase, if any; (2) the effective date of any such salary range increase; and (3) to address compaction issues, if any, for the members of this bargaining unit. The City and Albany Fire Fighters' Association recognize that actions by either the federal or state governments may negatively impact the City's budget during the term of this MOU and thereby limit the resources available to the City at the time of any such re-opener.

6. Hours of Work

6.1 Normal Work Cycle

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

6.2 Normal Workday

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

6.3 Normal Work Schedule

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

X = 24 hours on-duty
O = 24 hours off-duty

XXOOOOXXOOOO

6.4 Residency Requirement

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

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

6.5 Overtime and FLSA Overtime

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

FLSA Overtime shall be paid every twenty-eight days due to the Normal Work Schedule exceeding the Normal Work Cycle. FLSA Overtime shall consist of twelve hours of half-time pay, excluding any Normal Work Cycle where twelve or more hours of sick leave have been used.

6.6 Effect of Absence

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

6.7 Minimum Reportable Periods

Minimum reportable periods of overtime will be one-half hour, except when an employee is called out from home for an isolated period of duty, in which case the minimum reportable period will be two hours. There shall be a minimum reportable period of four hours when an employee is subpoenaed to give testimony while off duty about events arising out of his/her employment.

6.8 Compensatory Time Off

Notwithstanding any provisions to the contrary, employees may accumulate compensatory time off in accordance with the following:

1) At the time of an overtime assignment, the employee will elect either to be paid for said time or to have the overtime entered into his/her compensatory time off account. Once overtime is entered into a compensatory time off account, it cannot be exchanged for pay, except when the employee leaves City service.

2) Employees shall be allowed to accumulate, at a rate of time and one-half for overtime, up to forty-eight hours compensatory time off.

3) In determining ability to take compensatory time off at a given time, due regard will be given to:

   a) The wishes of the employee;
   b) The date of application for a specific time off; and
   c) The employee's seniority (in the event of multiple requests).

Compensatory time off will not be allowed at times when staffing of the department is not possible without bringing in other personnel to meet minimum staffing requirements.

7. Holidays and Holiday Pay

In lieu of having time off for holidays, employees covered by this Memorandum of Understanding shall be entitled to additional compensation of twelve hours straight-time pay on the following holidays:

1)	January 1	New Year's Day
2)	the third Monday in January	Martin Luther King Jr.'s Birthday
3)	the second Monday in February	Lincoln's Birthday
4)	the third Monday in February	Presidents' Day
5)	the last Monday in May	Memorial Day
6)	July 4	Independence Day
7)	the first Monday in September	Labor Day
8)	September 9	Admissions Day
9)	the second Monday in October	Columbus Day
10)	November 11	Veterans' Day
11)	the fourth Thursday in November	Thanksgiving Day
12)	the day following Thanksgiving Day	
13)	December 25	Christmas Day

8. Sick Leave

8.1 Entitlement

Employees shall accrue twelve hours of sick leave with pay for each calendar month of employment with the City. There shall be no maximum accrual of sick leave hours.

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

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

8.2 Family Illness

Employees may, at the discretion of the Fire Chief or his/her designee, use sick leave for serious illness, injury, or disability in his/her immediate family or household. Immediate family or household is defined as an employee's parent, spouse, registered domestic partner, child (including an adopted, foster or step child), parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or anyone who has acted in the capacity of an immediate family member. This is not considered additional days off. In order to utilize paid sick leave for immediate family purposes, the employee must have accumulated such time in accordance with this Section. The City shall abide by the federal and state Family Medical Leave Act as codified in the City of Albany Family Care and Medical Leave Policy.

8.3 Sick Leave Conversion at Retirement

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

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

Any sick leave balance between two thousand one hours and two thousand five hundred seventy-one hours shall be contributed at the current pay rate into an employee's HSP account. Also see Section 12.9.

9. Vacations

9.1 Vacation Amounts

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

Years of Service	Vacation Accrual
First year of service	12 hours per month of service / 144 hours per year Employee ineligible to take vacation
Second through Fourth	12 hours per month / 144 hours per year
Fifth through Ninth	18 hours per month / 216 hours per year
Tenth through Fourteenth	21 hours per month / 252 hours per year
Fifteenth through Nineteenth	24 hours per month / 288 hours per year
Twentieth and Thereafter	27 hours per month / 324 hours per year

Such vacation will be without loss of pay, benefits or privileges. For example, an employee hired on January 1, 2012, will receive twelve hours of vacation per month (one hundred forty-four hours per year) until January 1, 2016 at which time the vacation accrual will increase to eighteen hours per month (two hundred sixteen hours per year).

9.2 Miscellaneous Requirements

1) Where possible, vacation leave will be taken at one time in order that the eligible employee may return to work physically and mentally refreshed. In administration of this Section, administrative personnel shall be guided by

this stated purpose. However, the Fire Chief may permit a modification of this requirement.

2) The time at which an employee takes his/her vacation will be determined with due regard for the wishes of the employee, the date of application for a specific vacation period, the department seniority of employees, and with particular regard for the needs of the department.

3) Employees may change vacation leave to sick leave, with approval of the Fire Chief, in the event an employee on vacation becomes ill to the point that the Fire Chief is convinced the employee would not be capable of performing his/her duties if the employee was at work.

4) Where the total vacation accrual ends with a fraction of a working day, the vacation amount will be completed to the nearest one-hundredth of an hour.

5) In computing vacation time, no vacation shall be earned during leaves of absence without pay or during disciplinary actions resulting in unpaid leave.

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

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

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

7) Any employee retiring or separating from City service for any cause will be paid for all earned but unused vacation.

8) If an employee does not use his/her allotted vacation during the calendar year, the employee can sell up to three shifts at straight time back to the City. The combination of vacation used during the calendar year and the vacation sell back cannot exceed the employee's annual vacation allotment.

10. Paid Leaves

10.1 Disability Leave

The City recognizes and agrees it is bound by the provisions of Section 4850 of the Labor Code of the State of California.

10.2 Bereavement Leave

The Fire Chief may grant a leave of absence with pay for up to seven calendar days per incident in the event of the death of a member of the employee's immediate family or household. In special cases, at the discretion of the Fire Chief, bereavement leave may be granted to attend the funeral or memorial service of persons not included within the immediate family or household. Immediate family or household is defined as an employee's parent, spouse, registered domestic partner, child (including an adopted, foster or step child), parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or anyone who has acted in the capacity of immediate family member.

10.3 Military Leave

Military leave will be granted in accordance with minimum requirements of the statutes of the State of California and applicable federal laws.

10.4 Jury Duty Leave/Responding to a Subpoena

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

11. Uniform Allowance

Fire Department employees will receive an annual uniform allowance of Eight Hundred Dollars. Effective April 14, 2014, Fire Department employees will receive an annual uniform allowance of Nine Hundred Dollars.

Effective January 5, 2015, Fire Department employees will receive an annual uniform allowance of Nine Hundred and Fifty Dollars.

Effective January 4, 2016, Fire Department employees will receive an annual uniform allowance of One Thousand Dollars.

The uniform allowance is payable biweekly. In addition, the City will continue to reimburse employees for the cost of repairs to uniforms damaged in the line of duty. Safety boots are designated as safety equipment and will be replaced on an as-needed basis as determined by the Fire Chief.

12. Insurance and Pension

12.1 PERS Medical

Permanent or probationary full-time employees have the option of becoming members of the Public Employees Medical and Hospital Care Act ("PERS Health") insurance program. The City's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be the minimum monthly amount set by the PERS Health insurance plan.

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

12.2 Flexible Benefits Plan

The City shall offer an Internal Revenue Code Section 125 Plan that contains the components of benefits allowance, premium conversion, health care reimbursement account, and dependent care reimbursement account. Permanent or probationary full-time employees may participate in the flexible benefits plan. The City shall contribute an amount equal to one hundred percent of the Kaiser PERS rate (single, two party, family), plus any administrative fees, less the City's monthly PERS Medical contribution, toward each employee's Section 125 Plan benefits allowance. (The Section 125 Plan benefits allowance plus the City's monthly PERS Medical contribution equals the Kaiser PERS rate.)

In addition to the amount of the City's PERS Health Plan contribution, an employee may use any and all such benefits allowance funds toward the cost of employer-provided PERS health insurance for the employee and eligible dependents. An employee may not use funds for other reasons.

12.3 Dental and Orthodontia Insurance

Permanent or probationary full-time employees and their dependents shall be provided dental coverage. The City agrees to contribute one hundred percent of the dental insurance premium for a full-time employee and his/her eligible dependents. Dental coverage includes the following allowable benefits, as listed in the evidence of coverage booklet: one hundred percent diagnostic and preventative benefits, eighty percent basic benefits, and sixty percent other benefits. Maximum coverage is one thousand five hundred dollars per enrollee per calendar year. Additionally, maximum orthodontia coverage is one thousand five hundred dollars per enrollee per lifetime.

12.4 Supplemental Orthodontia Benefit

The City will contribute up to Ten Thousand Dollars for each fiscal year into a fund to provide reimbursement for employees' receipted costs for orthodontia expenses over the dental payment limit of One Thousand Five Hundred Dollars.

Eligible employees can be reimbursed up to One Thousand Dollars per individual per lifetime for orthodontia upon proof of expense and limit reached on primary and secondary insurance.

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

12.5 Alternate Benefit

An employee who is eligible for PERS Health and who also has health plan coverage as a result of being an eligible dependent can waive his/her participation in the City's medical plan and elect the City's alternate benefit. Such benefit shall consist of a contribution to the employee's deferred compensation account equivalent to the employee-only Kaiser PERS rate. To participate in this program, the employee shall sign a waiver opting out of PERS Health and shall provide proof of alternate health plan coverage and confirm such proof no later than January 1 of each year.

12.6 Life Insurance

Employees will be insured under a group policy paid by the City in the amount of Fifty Thousand Dollars life insurance, and Fifty Thousand Dollars accidental death and dismemberment insurance. Coverage will cease at the termination of employment, with the employee having the right to convert to an individual policy of insurance without taking a medical examination, and without any evidence of insurability.

12.7 Workers' Compensation

Employees are covered by Workers' Compensation benefits pursuant to the statues of the State of California. A portion of this benefit may be through self-insurance on behalf of the City and portions through insurance carriers. In some instances, the City may provide benefits above and beyond those required by the statutes under Workers' Compensation, through Ordinance provisions. Should these areas of insurance be covered by an outside insurance carrier, paid for by the City, any compensation payments to the employee from such carrier will be reimbursed to the City.

12.8 Pensions

There are three tiers of employees enrolled in PERS. Tier 1 employees are Classic Members who were hired prior to May 14, 2012. Tier 2 employees are Classic Members who were hired between May 14, 2012 and December 31, 2012, or who were hired on or after January 1, 2013 and meet the PERS requirements to be considered Classic Members. Tier 3 employees are New Members who were hired on or after January 1, 2013.

The City agrees to provide the following PERS pension benefits to Tier 1 employees:

12.8 (a) 3% @ 55 retirement benefit as provided in GC § 21363.1.

12.8 (b) Sick Leave Conversion of up to one hundred percent as provided in GC § 20965.

12.8 (c) One-Year Final Compensation as provided in GC § 20042.

12.8 (d) Fourth Level of 1959 Survivor Benefits as provided in GC § 21574.

12.8 (e) Military Service Credit as Public Service as provided in GC § 21024.

12.8 (f) The City shall pay the required employee nine percent PERS contribution (Employer Paid Member Contribution (EPMC)). The City shall continue to report the EPMC as special compensation as provided in GC § 20636(c)(4) pursuant to Section 20691.

12.8 (g) Employees shall pay nine percent of eligible salary towards the City's share of PERS. These payments shall in no way affect or nullify the existing EPMC benefit in Section 12.8(f).

Effective January 5, 2015, the amount above paid by employees shall increase an additional one and one-half percent for a total of ten and one-half percent of the City's share of PERS.

Effective January 4, 2016, the amount above paid by employees shall increase an additional one and one-half percent for a total of twelve percent of the City's share of PERS.

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

The City agrees to provide the following PERS pension benefits to Tier 2 employees:

12.8 (a) 3% @ 55 retirement benefit as provided in GC § 21363.1.

12.8 (b) Sick Leave Conversion of up to one hundred percent as provided in GC § 20965.

12.8 (c) Three-year average final compensation as provided in GC § 20037.

12.8 (d) Fourth Level of 1959 Survivor Benefits as provided in GC § 21574.

12.8 (e) Military Service Credit as Public Service as provided in GC § 21024.

12.8 (f) The City shall pay the required employee nine percent PERS contribution (Employer Paid Member Contribution (EPMC)). The City shall continue to report the EPMC as special compensation as provided in GC § 20636(c)(4) pursuant to Section 20691.

12.8 (g) Employees shall pay nine percent of eligible salary towards the City's share of PERS. These payments shall in no way affect or nullify the existing EPMC benefit in Section 12.8(f).

Effective January 5, 2015, the amount above paid by employees shall increase an additional one and one-half percent for a total of ten and one-half percent of the City's share of PERS.

Effective January 4, 2016, the amount above paid by employees shall increase an additional one and one-half percent for a total of twelve percent of the City's share of PERS.

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

The City agrees to provide the following PERS pension benefits to Tier 3 employees:

12.8 (a) 2.7% @ 57 retirement benefit as provided in Safety Option Plan 2 GC § 7522.25(d).

12.8 (b) Sick Leave Conversion of up to one hundred percent as provided in GC § 20965.

12.8 (c) Three-year average final compensation as provided in GC § 7522.32.

12.8 (d) Fourth Level of 1959 Survivor Benefits as provided in GC § 21574.

12.8 (e) Military Service Credit as Public Service as provided in GC § 21024.

12.8 (f) Employees are not eligible for Employer Paid Member Contribution (EPMC).

12.8 (g) The employee shall pay a Contribution Rate of fifty percent of the Total Normal Cost, as determined by PERS annually, as provided in GC § 7522.30.

12.9 (h) Pension compensation limitations shall apply as provided in GC § 7522.10.

12.9 Retiree Medical

The City established a Post Employment Retiree Health Savings Plan (HSP) on December 31, 2007. The HSP consists of reimbursement accounts for employees who meet the various length of service eligibility requirements listed below. Employees shall contribute to their HSP accounts as follows:

Years of Service	1-6-2014 Contribution per pay period	1-5-2015 Contribution per pay period	1-4-2016 Contribution per pay period
5th - 9th	$25	$25	$25
10th - 14th	$25	$50	$50
15th - 19th	$50	$50	$50
20th - 24th	$50	$75	$75
25th - 34th	$493	$528	$539
35th +	$75	$100	$100

Upon separation of service or retirement, an amount equal to the value of one hundred percent of the employee's accrued vacation leave (and, if applicable, administrative leave) will be contributed to the employee's HSP account.

Upon retirement, the employee's sick leave hour balance between 2,001 and 2,571 hours will be contributed to the employee's HSP account. Any sick leave hour balance below 2,001 hours or above 2,571 hours shall be used for PERS service credit. These contributions only apply to employees with an existing HSP account (see above).

12.10 Changes in Federal or State Law

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

13. Reduction In Force and Reemployment

13.1 Layoff Procedure

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

13.2 Notice of Layoff

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

13.3 Callback

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

The City will notify a laid off employee, as well as the Association, of callback after layoff by certified mail to the employee's last address of record. It is the responsibility of a laid off employee to keep the City informed as to current address and telephone number. The employee has ten working days after receipt of notice in which to notify the City in writing of his/her acceptance or rejection of the City's offer. In the event offer is made for a lesser position, and the employee rejects the offer, the employee will remain in his/her position on the callback list. If the offer is made for the same position at the same or higher salary and

the employee rejects the offer, the employee will be dropped from the callback list. If no response is received from the laid off employee within ten working days from the date of receipt of notice or attempt to deliver by certified mail, the City will contact the next employee, if any, on the list. Acceptance of a lesser position will not result in removal from the callback list, and the provisions of this paragraph will still apply.

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

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

14. Grievance Procedure

14.1 Definition

A grievance is any dispute which involves a claimed violation, the interpretation or application of any provision of this Memorandum of Understanding; or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and/or working conditions. Disciplinary action is not grievable under the grievance procedures of this Memorandum of Understanding. A grievant may be an employee covered by this Memorandum of Understanding, any group of employees, all of whom are covered by this Memorandum of Understanding, or the Association.

14.2 Procedure

A grievance shall be processed in the following manner:

Step 1

Within fourteen calendar days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the Fire Chief. For good and sufficient reason, the grievant may initiate the grievance at Step 2. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance.

Step 2

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

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

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

Step 3

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

Step 4

If the grievance is not resolved by the decision of the Municipal Employee Relations Officer in Step 3, only the Association may appeal the decision of the Municipal Employee Relations Officer in Step 3. Such an appeal shall be to an arbitrator selected by mutual agreement by the City and the Association and such appeal shall be filed with the Municipal Employee Relations Officer by the Association within thirty calendar days of the date of the Municipal Employee Relations Officer's decision in Step 3.

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

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

a) If any part of the arbitrator's decision requires the expenditure of unbudgeted funds, that part of the decision will be subject to ratification by the City Council; the remainder of the arbitrator's decision will be final and binding.

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

14.3 General Conditions

1) The Municipal Employee Relations Officer will act as a central repository for all grievance records.

2) Any time limit may be extended only by mutual agreement in writing, and the grievance may be moved to a higher step only by mutual agreement in writing.

3) An aggrieved employee may be represented by an Association representative at any stage of the proceedings. Both employee and representative will be entitled to attend proceedings without loss of compensation, should such proceedings conflict with normal working hours.

4) Failure on the part of the City or grievant(s) to appear in any case before the arbitrator, without good cause, will result in forfeiture of the missing party's case.

5) Proposals to add to or change this Memorandum of Understanding or written agreement in addenda supplementary hereto shall not be considered under this Section, and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be considered under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

6) Failure by the grievant or the Association to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant or the Association to initiate or appeal a grievance, and in the case of an appeal, the last answer to the grievance shall be deemed to be the resolution of the grievance. Failure of the City to respond to a grievance within the prescribed time limits shall automatically move the grievance to the next step.

7) The City and the Association will each bear the cost of preparing and presenting its case to the arbitrator, including witnesses. The cost of the arbitrator, court reporter (if mutually agreed upon) and other expenses incidental to the arbitration shall be shared equally by the parties.

15. Employer-Employee Relations Resolution

The parties acknowledge that the procedures for the City's administration of employer-employee relations are contained in the City of Albany Employer-Employee Relations Resolution as amended in 2001.

16. Savings Clause

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

17. General Provisions

17.1 Direct Deposit and Payroll Deductions

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

17.2 Public Assistance

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

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

17.3 Duties

1) All duties required by the City of members of this department will be fire-service related as determined by the Fire Chief.

2) Upon request of the Association, the Fire Chief will meet with Association representatives for the purpose of consultation regarding fire-service related duties.

17.4 Release Time

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

17.5 Status of Vacation, Sick Leave and Compensatory Time Off

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

17.6 Minimum Staffing

In consideration of mutual aid agreements in existence and approved by the Fire Fighters' Association in the 1976 Memorandum of Understanding, the minimum staffing in the Fire Department shall be six fire fighters per shift.

17.7 Department Rules and Regulations

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

17.8 City of Albany Personnel Rules and Regulations

The "City of Albany Personnel Rules and Regulations," amended May 10, 2006, shall apply to all members of the Association. Whenever this Memorandum of Understanding contains a provision relating to a subject matter that is also referred to in the "City of Albany Personnel Rules and Regulations," amended May 10, 2006, the provisions of this Memorandum of Understanding shall prevail.

18. Scope of Memorandum of Understanding

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

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

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

19. Duration

This Memorandum of Understanding shall be effective January 1, 2014, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth. All other terms and conditions specified in this Memorandum of Understanding will remain in effect through December 31, 2016 or until replaced by a successor Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this ____ day of _____ , 2014**.**

ALBANY FIRE FIGHTERS ASSOCIATION

By _____
Richard Reed, F.I.R.E.

By _____

By _____

By _____

CITY OF ALBANY

By _____
Penelope Leach, City Manager

By _____
Glenn Berkheimer, IEDA

By _____
Aaron Walker, Human Resources Manager

RATIFIED BY THE CITY COUNCIL

Dated: _____

By _____
City Clerk

Appendix A - Salary Steps

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

AFFA Salary Schedule

Effective January 6, 2014	1	2	3	4	5	6	7	LP
Fire Fighter	6127	6433	6755	7093	7448	7820	8211	9116
Engineer	6755	7093	7448	7820	8211	8622	9053	9958
Lieutenant	7448	7820	8211	8622	9053	9506	9981	10886
Captain	8211	8622	9053	9506	9981	10480	11004	11909

Effective January 5, 2015	1	2	3	4	5	6	7	LP
Fire Fighter	6280	6594	6924	7270	7634	8016	8417	9345
Engineer	6924	7270	7634	8016	8417	8838	9280	10208
Lieutenant	7634	8016	8417	8838	9280	9744	10231	11159
Captain	8417	8838	9280	9744	10231	10743	11280	12208

Effective January 4, 2016	1	2	3	4	5	6	7	LP
Fire Fighter	6437	6759	7097	7452	7825	8216	8627	9578
Engineer	7097	7452	7825	8216	8627	9058	9511	10462
Lieutenant	7825	8216	8627	9058	9511	9987	10486	11437
Captain	8627	9058	9511	9987	10486	11010	11561	12512