MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ALHAMBRA
AND THE
ALHAMBRA FIRE DEPARTMENT MANAGEMENT ASSOCIATION
November 25, 2019 to June 30, 2021

We the undersigned, duly appointed representatives of the City of Alhambra ("City") and of the Alhambra Fire Department Management Association ("Association" or "AFDMA"), a recognized employee organization, having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, California Government Code Section 3500 et seq. and having agreed on certain recommendations to be submitted to the City Council of the City of Alhambra, jointly prepare and execute the following written Memorandum of Understanding ("MOU" or "Agreement").

ARTICLE 1: GENERAL PROVISIONS

Section 1: Term of MOU

The term of this MOU shall commence on November 25, 2019, and shall expire at midnight on June 30, 2021. The terms of this MOU shall be effective upon the adoption of this MOU by the Alhambra City Council, except as otherwise provided by specific sections of this MOU.

Section 2: Recognition

Pursuant to the Association's petition to the City dated February 11, 2016, City's Employer-Employee Relations Resolution No. R80-32 and applicable state laws, the Association is acknowledged by the City as the majority representative of the employees in the following classifications:

Fire Assistant Chief; and

Fire Battalion Chief.

Section 3: Mutual Recommendation

This Memorandum of Understanding constitutes a mutual recommendation by the parties to the City Council. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its Fire Department shall in manner be impaired, subordinated, or negated by any provision of this agreement.

Section 4: Management Rights

A. Retention of Rights. The Association recognizes that the City has, and will continue to retain in all aspects, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its public services and its work force performing those services.

B. Exclusive Rights. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent
agencies; to set standards and levels of service to be offered to the public, and through its management officials, to exercise control and discretion over its organization and operations; to establish and enforce administrative regulations and work rules in addition to and not inconsistent with the specific provisions of this MOU; to direct its employees; to take disciplinary action; to lay off its employees; to determine whether goods or series shall be purchased or contracted for; to determine the methods, means and personnel by which the City’s services are to be provided, purchased or contracted including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the City and the public. The City retains its rights to assign and place volunteers in accordance with City policy.

To the extent required by law, the City agrees to meet and confer on the impact of the exercise of any such rights upon represented employees prior to implementation.

C. Contracting Out. The City agrees to meet and confer, upon request of the Association, over the impact to Association members of any decision by the City to contract-out significant bargaining unit work to a non-City enterprise or agency. The decision to contract-out such work shall not be subject to meet and confer.

Section 5.  City Council Approval

It is the mutual understanding of the parties that this Agreement will become effective upon approval by the City Council of the City of Alhambra.

Section 6.  Non-Precedence

The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 2: COMPENSATION

Section 1.  Salaries

A. Salary Schedules. Base rate of pay for Association members shall be the amounts reflected in Appendix "A". The salary schedules shall reflect the following changes:

1. Effective November 25, 2019, Association members shall receive a base salary increase of two percent (2%).
2. The first pay period including July 1st, 2020, Association members shall receive a base salary increase of three percent (3%).

B. Me Too. Effective upon ratification by City Council, future increases in base salary shall be at least equal to that of the Alhambra Firefighters Association during the term of this Agreement. Increases shall take effect no later than that of the Alhambra Firefighters' Association's salary increases during the term of this Agreement.

Section 2.  Workweek and Work Schedules

A. Overtime exempt. All Association members are considered exempt employees for purposes of
applicable state and federal wage and hour laws. However, Association members may receive additional compensation, at one and a half times their base rate of pay under limited circumstances, as recommended by the Fire Chief.

Additional compensation shall not be authorized without prior approval by the Fire Chief or his/her designees.

B. Workweek. The workweek for Association members shall be seven consecutive days, starting at 0:00 a.m. on Thursday and ending at 7:59 a.m. on the following Wednesday.

C. Work Schedules.

1. 48/96 Work Schedule. Association members assigned to a standard 48/96 work schedule (56 Hour Shift) work a 48-hour shift followed by four consecutive calendar days off within a workweek.

2. 4/10 Work Schedule.

D. Straight Time Pay. At the direction of the Fire Chief, Association members may be required to work additional full 24-hour shift periods for straight time compensation at the same rate as if working the standard 48/96 (56 Hour Shift) work schedule.

Section 3. Reimbursable Emergencies

The City agrees to compensate Association members that participate in emergencies declared by the City, State or Federal Government, that are reimbursable through the Office of Emergency Services or the deferral Emergency Management Agency, at one- and one-half times their base hourly rate of pay for the duration of the declared disaster.

Section 4. Education Incentive

A. Eligibility. Association members are eligible to receive education incentive pay, upon approval by the Fire Chief, in consultation with the Human Resources Director.

B. Amount. Effective November 25, 2019, eligible Association members who obtain a bachelor's degree from an accredited college in Fire Science or a related field, or Chief Officer Certification issued by the State Fire Marshall, approved by the Fire Chief, in consultation with the Human Resources Director, shall receive an additional ten (10%) percent of their base rate of pay. This educational incentive shall not be cumulative. An Association member shall receive a maximum of ten percent (10%) for possession of the BA/BS degree and/or the Chief Officer Certification.

C. Payment. The City shall begin making approved education incentive pay payments on a per pay period basis, beginning the first full pay period following approval by the Fire Chief, in consultation with the Human Resources Director.

D. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for education incentive pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) - Educational Pay. Education incentive pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS
shall include said education incentive pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 5. **US&R Assignment Pay**

A. **Eligibility.** An Association member assigned to a full-duty assignment on the designated thirty (30) person Urban Search and Rescue (US&R) response team will be eligible for educational incentive pay for completing and maintaining in active status the following educational courses, and maintaining the following certificates and licenses which enhance his/her ability to perform his/her job on the US&R team:

1. Proper Office of Emergency Services certification in heavy rescue systems;

2. California restricted Fire Fighter Class C Driver’s License with a Fire Chief endorsement to a Class A Vehicle; and

3. The following education courses shall be provided by the Fire Department:
   a. Rescue Systems I
   b. Rescue Systems II
   c. Confined Space Rescue Operations
   d. Trench Rescue
   e. Low Angle Rescue/Rope Rescue

Current personnel assigned to US&R assignment shall have 12 months to obtain a Class C License, as previously described. Failure to receive license during this timeframe will result in being dropped from the assignment.

B. **Amount.** Effective July 1, 2017, eligible Association members who are certified as US&R shall be paid $200.00 per month, in addition to his/her base rate of pay.

C. **Payment.** The City shall begin making approved US&R assignment pay payments on a per pay period basis, beginning the first full pay period following eligibility.

D. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for US&R assignment pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Educational Pay. US&R assignment pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said US&R assignment pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 6. **Certification Pay**

A. **Eligibility.** An Association member that possesses a bachelor’s degree from an accredited college in Fire Science or a related field, and possesses and maintains either a CSFM Chief Officer Certification or Executive Fire Officer (EFO) Certification shall be eligible to receive certification pay.
B. **Amount.** The City shall begin making approved certification pay payments on a per pay period basis, beginning the first full pay period following eligibility. Employees meeting the requirements stated in 6A above, shall be paid two hundred dollars ($200) per month, in addition to their base rate of pay. Effective November 25, 2019, new Association members eligible for this Certification Pay shall receive one hundred dollars ($100) per month, in addition to their base rate of pay.

C. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for certification pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Educational Pay. Certification pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said certification pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

**Section 7. Paramedic Pay**

A. **Eligibility.** Association members who obtain and maintain certification in auxiliary medical techniques are eligible to receive education incentive pay, upon approval by the Fire Chief.

B. **Amount.** An eligible Association member shall receive an additional five (5%) percent of his or her base rate of pay.

C. **Payment.** The City shall begin making approved paramedic pay payments on a per pay period basis, beginning the first full pay period following approval by the Fire Chief, in consultation with the Human Resources Director.

D. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for paramedic pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Educational Pay. Paramedic pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said paramedic pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

**Section 8. Bilingual Pay**

A. **Eligibility.** Full-time, permanent Association members who are certified as bilingual by the City in accordance with these provisions, who are routinely and consistently assigned to provide bilingual services in positions requiring communication skills in languages other than English, are eligible to receive bilingual pay.

B. **Certification.**

1. The City will offer certification for bilingual pay for only the following languages: Spanish, Mandarin, Cantonese, Vietnamese, Korean and Tagalog.

2. The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Association members wishing to be certified
as bilingual must make a request to the City's Human Resources Department. Upon such request, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the Association member. The Human Resources Department will administer requested bilingual examination as soon as practicable, but on no less than an annual basis.

3. The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Association members who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of three (3) months following the failed or missed examination. Association members who pass the examination will be certified as bilingual by the City and are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

C. **Amount.** An eligible Association member certified as bilingual by the City and who provides bilingual services as required shall be paid $100.00 per month, in addition to his/her base rate of pay, beginning or the first pay period after certification. Association members certified by the City as bilingual shall continue to receive bilingual payment following a change in job classification to another full-time position as the City.

D. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for bilingual pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) -- Educational Pay. Bilingual pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said bilingual pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

**Section 9. Longevity Pay**

A. **Eligibility.** Effective July 1, 2017, Association members with 20 years of continuous public safety services shall receive a longevity bonus.

B. **Amount.** Association members with 20 years of continuous public safety service with any public agency shall receive $300 per month.

C. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for longevity pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) -- Incentive Pay. Longevity pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said longevity pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

**ARTICLE 3: LEAVES OF ABSENCE**

**Section 1. Maximum Accrued Vacation Hours**

Association members may accrue up to a maximum of 520 hours of vacation.
Section 2. Administrative Leave

Effective December 31, 2017, in exchange for the agreement for Association members to be eligible for Additional Compensation in Lieu of Administrative Leave as provided for in Article 3, Section 3 of this Agreement, Association members will no longer accrue or receive an Administrative Leave benefit. In the event the parties do not reach agreement to continue the Additional Compensation in Lieu of Administrative Leave benefit in a successor MOU prior to June 30, 2021, the Administrative Leave benefit of 66 hours per fiscal year will be reinstated on July 1, 2021. If the Administrative Leave benefit is reinstated, on July 1, 2021, Association members will receive a prorated number of Administrative Leave hours based on the total 96 hours for the fiscal year. If the Administrative Leave benefit is reinstated, starting January 1, 2022, 96 hours of Administrative Leave shall be accrued on January 1 of each year and must be used by December 31 of each year. In no event shall this Administrative Leave be compensated upon separation of the Association member from the City.

Section 3. Additional Compensation in Lieu of Administrative Leave

Effective July 1, 2017, in exchange for the agreement to eliminate the Administrative Leave benefit, all Association members will receive additional compensation at one and a half times their base rate of pay for hours worked that are in addition to their normally scheduled hours, if such hours are to provide coverage for any Association member who is absent from work due to vacation, holiday, personal leave, sick leave, or special assignment. The Association member’s performance of any such additional hours worked is subject to the authorization and approval of the Fire Chief in his or her sole discretion.

The parties agree that this benefit will only be effective during the term of this MOU and shall expire on June 30, 2021. This benefit shall not carry over or extend to any successor MOUs or agreements and shall not apply to any Association members beyond the June 30, 2021 date unless negotiated in good faith and expressly agreed upon by the parties. In the event the parties do not reach agreement to continue the Additional Compensation in Lieu of Administrative Leave benefit in a successor MOU prior to June 30, 2021, the Administrative Leave benefit of 66 hours per fiscal year will be reinstated on July 1, 2021. If the Administrative Leave benefit is reinstated, on July 1, 2021, Association members will receive a prorated number of Administrative Leave hours based on the total 96 hours for the fiscal year. If the Administrative Leave benefit is reinstated, starting January 1, 2022, 96 hours of Administrative Leave shall be accrued on January 1 of each year and must be used by December 31 of each year. In no event shall this Administrative Leave be compensated upon separation of the Association member from the City.

Section 4. Sick Leave

A. Accrual. Association members hired on or after July 1, 1994 shall not accrue sick leave in excess of 180 days (1,440 hours). Association members hired prior to July 1, 1994 are not subject to a cap on the accrual of sick leave.

B. Monetary Compensation In Lieu of Sick Leave. In the last payroll period of the calendar year, an Association member who has, on such date, accumulated an amount greater than 800 hours of sick leave credit may elect, at his or her option, to take monetary compensation in lieu of sick leave credit, in an amount not to exceed a maximum of 120 hours, minus sick leave used in the calendar year. An Association member may not cash out sick leave credit in an amount that shall reduce his or her sick leave credit balance to less than 800 hours. To the extent monetary
compensation is paid, additional sick leave credit shall not accrue.

1. For purposes of computation of monetary compensation hereunder, all sick leave used in any calendar year shall be charged against sick leave credit accrued for that calendar year.

2. There shall be deducted from such Association member’s accumulated sick leave credit the number of days of sick leave for which compensation is paid.

C. Sick Leave Payout. Upon separation employment from the City, the City shall grant 24 hours of additional paid sick leave for those Association members who have reached the 800 hours (100 days) maximum sick leave accrual pursuant to Section 2.54.012 (B) (1) of the Alhambra Municipal Code.

D. Sick Leave Payout – Retirement After 15 Years of Service. Association members who were hired prior to July 1, 1994 and who separate from the City due to service retirement following 15 years or more of continuous full-time service with the City, shall be eligible for monetary compensation for a portion of accrued, unused sick leave subject to the following terms and conditions:

1. The sick leave payout shall be one percent (1%) of the Association member’s unused sick leave at the time of retirement, rounded down to the nearest whole day, up to a maximum of 100 days, multiplied by the Association member’s completed years of service at the City, up to a maximum of 25 years, multiplied by the Association member’s daily rate of pay (based on an 12-hour day).

2. In addition to the above payout, eligible Association members who have accrued a minimum of 800 hours of unused sick leave at the time of retirement shall be granted an additional 3 days (24 hours) of sick leave to be paid out.

Example A:
Association member retires with 700 hours of sick leave and 30 years of service at $20/hr rate of pay. 700 hours of sick leave equals 87.5 days of sick leave, rounded down to 87 days; for purposes of sick leave payout.

Sick leave payout is then calculated as follows:
(1% of 87 days) X (25 years) X ($160 daily rate) = $3480

Example B:
Association member retires with 830 hours of sick leave and 20.5 years of service at $20/hr rate of pay. 830 hours of sick leave equals 103.75 days of sick leave, capped at a maximum of 100 days for purposes of sick leave payout.

Sick leave payout is then calculated as follows:
(1% of 100 days) X (20 years) X ($160 daily rate) => $3200
+ (3 additional days) X ($160 daily rate) => $480
Total sick leave payout = $3680

3. Monetary compensation for sick leave shall be payable only once to any Association member even if he or she should later be reemployed by the City.
4. Association members hired after July 1, 1994 shall not be eligible for any monetary compensation for unused sick leave upon separation from the City.

E. CalPERS Sick Leave Conversion. Effective upon ratification, the City will commence the process to amend its contract with CalPERS to add the Sick Leave Conversion Benefit for Association members.

Section 5. Sick Leave Bonus Leave – Personal Leave

Association members with no sick leave usage in any fiscal year shall be credited with one (1) personal leave shift for that year; said credit shall be made on the second pay period in January of the following calendar year. Association members may accrue up to a maximum of three (3) personal leave shifts. Scheduling of personal leave shifts shall be subject to the approval of the Fire Chief. Association members shall not be eligible for monetary compensation for any accrued, unused personal leave shifts upon separation from the City.

Section 6. Bereavement Leave

Upon request to his/her Supervisor and subject to authorization by the Human Resources Director an Association member shall be eligible to receive necessary time off, not to exceed 48 hours in any one instance, to arrange for or attend a funeral of a member of his/her immediate family. These 48 hours of bereavement leave, in any one instance, shall be with pay and shall not be chargeable to any other leave balance.

For purposes of this section, immediate family shall mean spouse, domestic partner, child, legal guardian or legal ward, parent, grandparent, brother or sister, grandchild, stepbrother, stepsister, stepparent, stepchild, father-in-law or mother-in-law, brother-in-law or sister-in-law, daughter-in-law or son-in-law, uncle or aunt, nephew or niece.

Section 7. Extension of Probationary Period

If an employee is off work (whether paid or unpaid) or working in an assignment that is outside the normal assigned working duties for their classification due to injury or illness for a period of more than five (5) shifts, the probationary period shall be extended by the length of such leave time. This extension of the probationary period shall also be applicable in cases where the employee is off work on a FMLA/CFRA leave of absence.

ARTICLE 4: HOLIDAYS

Section 1. Holidays Observed

Association members are not eligible for paid holiday time off.

The City observes the following holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day Observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>3rd Monday in February</td>
</tr>
</tbody>
</table>
Memorial Day
Independence Day
Labor Day
Veterans’ Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year’s Eve

Last Monday in May
July 4th
1st Monday in September
November 11th
4th Thursday in November
4th Friday in November
December 24th, if on a Monday through Thursday
December 25th
December 31st, if on a Monday through Thursday

A. Floating Holidays. Association members shall receive seven 24-hour duty shifts off, as floating holidays on July 1st of each year, in lieu of receiving paid holiday time off. Use of floating holidays is subject to the authorization and approval of the Fire Chief in his or her sole discretion.

1. Association members who have been employed for less than one full year as of July 1st of any given year shall receive floating holidays on a prorated basis based on the applicable length of full-time employment.

ARTICLE 5: UNIFORMS

Section 1. Uniform Purchasing and Replacement

A. Eligibility. The City will purchase and replace uniforms for Association members required to wear a uniform.

B. Items and Cost. The uniform items and cost for each Association member required to wear a uniform is set forth in Appendix "B".

C. On-Duty Appearance. It is understood that by the provision of such uniforms, designated Association members are required to wear such uniform apparel during all duty hours and to maintain a clothing standard that would be consistent with appropriate representation of the City.

D. Property of the City. All uniforms provided by the City shall remain the property of the City. All uniforms provided by the City shall be returned to the City whenever an Association member terminates their employment with the City for any reason.

E. CalPERS Reporting. The cost of uniform purchasing and replacement shall be reported to CalPERS for each Association member required to wear a uniform. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform costs as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The uniform costs are not reportable for "new members" of CalPERS as defined by Government Code Section 7522.04(f).

Section 2. Uniform Cleaning

A. Eligibility. For all Association members required to wear a uniform, the City shall pay and provide for the cleaning of uniform clothing.

B. Amount. The City's cost for providing the cleaning of uniform clothing is set forth in Appendix "B".
C. **CalPERS Reporting.** The cost of uniform cleaning shall be reported to CalPERS for each Association member required to wear a uniform. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform cleaning costs as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The cost of uniform cleaning is not reportable for "new members" of CalPERS as defined by Government Code Section 7522.04(f).

**ARTICLE 6: HEALTH BENEFITS**

Section 1. **Employee Health Benefits**

A. **Public Employees’ Medical and Hospital Care Act.** The City provides health benefits through CalPERS pursuant to the Public Employees’ Medical and Hospital Care Act (PEMHCA). The City may amend or rescind its membership in the PEMHCA program anytime in the future.

1. **Flex Plan Contribution.** The City provides a flex health plan contribution, including the PEMCHA minimum, for full-time Association members to be used towards the payment of insurance premiums for medical, dental, vision, and standard supplemental life insurance plans that are offered by the City as follows:

<table>
<thead>
<tr>
<th>Employee only</th>
<th>$826.06 per month</th>
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<tbody>
<tr>
<td>Employee plus one dependent</td>
<td>$1,023.81 per month</td>
</tr>
<tr>
<td>Employee plus two or more dependents</td>
<td>$1238.14 per month</td>
</tr>
</tbody>
</table>

2. **PEMCHA Contribution Amount.** Each calendar year, CalPERS establishes the PEMCHA minimum employee contribution rate for employees enrolled in the City’s PEMCHA medical plans as set forth in Government Code Section 22892(b). The flex plan contributions listed in Article 6, B1 above include the calendar year 2019 PEMCHA employer minimum contribution. Each subsequent calendar year, the City’s flex plan contribution will change to include any increase in the PEMCHA employer minimum contribution rate.

3. **Unused Contributions:** Employees hired prior to July 1, 2017, shall be paid out any unused portion of their flex plan contribution as table income. Employees hired on or after July 1, 2017, will not be paid for any unused portion of the City Flex plan contribution.

4. **Excess Premiums.** Employees shall be required to pay the cost of flex plan premiums for their selectec plan which exceed the amount of the City’s monthly contribution.

**Opt Out.** Employees hired prior to July 1, 2017, electing to opt out of medical coverage offered by the City because they have provided proof of eligible alternate coverage will receive a monthly opt out allowance equal to one-half (1/2) of the monthly City contribution as indicated in Article 6, B1 above, including the PEMCHA minimum, based on the coverage level tier for the opt out medical plan selected by the employee. Employees hired on or after July 1, 2017, electing to opt out of medical coverage offered by the City, will not receive an opt out allowance in any amount, including the PEMCHA minimum.
6. **Me Too.** Effective July 1, 2017, future increases in flex plan contributions shall be equal to that of the Alhambra Firefighters Association during the term of this Agreement.

7. **Health and Fitness Evaluations.** The City shall continue to provide Assistant Fire Chiefs an annual Health and Fitness Evaluation in accordance with the benefits, terms and conditions specified by the City's authorized provider.

8. **Section 2. Retirement Health Benefits**

A. **Public Employees' Medical and Hospital Care Act.** The City provides retirement health benefits through CalPERS pursuant to the Public Employees' Medical and Hospital Care Act (PEMHCA).

B. **PEMHCA Contribution Amount.** The City will continue to pay the minimum employer contribution amount for retired Association members enrolled in one of the City's PEMHCA programs, as set forth in Government Code Section 22892(b).

C. **Medical Insurance Upon Retirement.** The City shall contribute a set monthly amount towards medical insurance premiums for all Association members who meet the following criteria:

1. All Association members, hired prior to September 10, 2001, shall be eligible for the benefit, provided they have the requisite full-time years of public safety service. The requisite full-time years of service can be achieved by combining all previous years of service, in other public agencies such as State, County or municipal government.

2. This benefit shall include those individuals who retire from the City of Alhambra with either a service or disability retirement.

3. The Medical Insurance Upon Retirement benefit shall be granted as follows:
   a. Association members with 20 years of public safety service upon retirement shall receive $483 per month.
   b. Association members with 25 years of public safety service upon retirement shall receive $533 per month.
   c. Those Association members who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age shall receive either $255 or $355 a month.
   d. Those Association members who do have enough Social Security Quarter (40) to qualify for Medicare at Medicare age shall receive up to $391 or $491 per month towards the purchase of Medicare Plan B. Consequently, the City's payment towards Medicare Plan B is capped at no more than the $355 monthly contribution.
   e. This benefit will cease upon the death of the Association member.

4. Each calendar year, CalPERS established the PEMCHA minimum employer contribution rate for retirees enrolled in the City's PEMCHA retiree programs established in Government Code Section 22892(b). The retiree medical plan contributions listed in Article VI, 2C above include the calendar year 2019 PEMCHA employer.
minimum contribution. Each subsequent calendar year, the City retiree medical plan contribution will change to include any increase in the PEMCHA minimum contribution.

4. Reopener. Should this benefit change or increase with any other bargaining unit or group, the City agrees to reopen this term for discussion with the Association pursuant to Article 9, Section 4. [Reopeners] of this MOU.

ARTICLE 7: RETIREMENT

Section 1. Tier 1 – Classic Members of CalPERS

A. Application. This section shall apply to Association members who are or become members of CalPERS and who are not "new members" as defined by Government Code Section 7522.04(f) and related CalPERS membership requirements.

B. 3% at 50 Pension Plan. The CalPERS 3% at 50 retirement benefit formula shall be available to all Association members covered by this section.

C. Final Compensation Based on the Single Highest Year (Gov. Code § 20042). For purposes of determining a retirement benefit, final compensation for Association members covered by this section shall be based on the single highest year.

D. Employer Paid Contribution (EPMC). Effective July 1, 2017, the City shall no longer pay any portion of the employee contribution amount established by CalPERS for the 3% at 50 retirement benefit formula for any Association members.

E. Required Member Contribution. Effective July 1, 2017, Association members shall pay, through payroll deduction the entire nine (9%) member contribution amount established by CalPERS for the 3% at 50 retirement benefit formula. Member contributions shall be made on a pre-tax basis to the extent permitted by the Internal Revenue Code, 26 USC Section 414(h)(2).

F. Contract Benefits. Additionally, the City has contracted for the following CalPERS retirement benefits:

   • Pre-Retirement Option 2W Death Benefit (Gov. Code § 21548), effective July 26, 2007.
   • Post-Retirement Survivor Allowance (Gov. Code § 21624 et. seq.).
   • Military Buyback.

Section 2. Tier 2 – New Members of CalPERS

A. Application. In accordance with the definition of "new member" set forth by Government Code Section 7522.04 and related CalPERS membership requirements, this section shall apply to any of the following:

1. An Association member who becomes a member of CalPERS for the first time on or after
January 1, 2013 and who was not a member of any other public retirement system prior to that date.

2. An Association member who becomes a member of CalPERS for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Government Code Section 7522.02(c) and related CalPERS reciprocity requirements.

3. An Association member who was an active member in CalPERS with another employer and who, after a break in service of more than six month, returns to active membership in CalPERS with the City.

B. 2.7% at 57 Pension Plan. The 2.7% at 57 retirement benefit formula shall be available to all Association members covered by this section.

C. Final Compensation Based on Three Year Average. For purposes of determining a retirement benefit, final compensation for Association members covered by this section shall be based on the Association member’s highest average annual pensionable compensation during a period of at least 36 consecutive months.

D. Required Member Contribution. Association members covered by this section will contribute the employee contribution rate of fifty percent (50%) of normal costs as required by CalPERS for the 2.7% at 57 retirement benefit formula. Member contributions shall be made on a pre-tax basis to the extent permitted by the Internal Revenue Code, 26 USC Section 414(h)(2).

E. Contract Benefits. Additionally, the City has contracted the following CalPERS retirement benefits, which may be available to Association members covered by this section as subject to applicable laws.

- Pre-Retirement Option 2W Death Benefit (Gov. Code § 21548), effective January 1, 2013.
- Post-Retirement Survivor Allowance (Gov. Code § 21624 et. seq.).
- Military Buyback.

ARTICLE 8: MISCELLANEOUS BENEFITS

Section 1. Tuition Reimbursement

A. Eligibility. All Association members are eligible for tuition reimbursement.

B. Amount. The City will reimburse eligible Association members up to one thousand dollars ($1,000) per fiscal year for tuition (including books, lab/material fees, electronic course materials, parking and other necessary course-related expenses) after having successfully completed academic course work that is job-related and applicable towards a college degree in a job-related field.
1. For a course to be considered "job-related" it must be an academic or vocational course taken for credit from an accredited college or university, and such course must:

   a. Improve knowledge and skills for the present position or for positions of higher classification within the City, or

   b. Prepare for anticipated technological changes occurring in the Association member's career field.

2. For a course to be considered "successfully completed" it means obtaining a final grade of "C" or higher.

C. Procedure. Eligible Association members who wish to receive tuition reimbursement must first complete a Course Approval Request form and submit it to the Fire Chief prior to beginning the course. The request is subject to approval by the Fire Chief, then by Human Resources and then the City Manager. After approval of the request and successful completion of the course, the Association member must complete a Tuition Reimbursement Request form, along with an attached copy of the grade report and receipts, and submit it to the Human Resources Department. Reimbursement requests are subject to the approval of the Human Resources Director and Finance Director. Association members may obtain the applicable forms from the City's Human Resources Department.

Section 2. Long Term Disability Plan

The City shall continue to provide Association members a long term disability plan in accordance with the benefits, terms and conditions specified in the plan documents.

ARTICLE 9: COMPLETION OF NEGOTIATIONS

Section 1. Complete Understanding

The terms and conditions set forth in this MOU represent the full and complete understanding between the parties. This MOU terminates and supersedes those past practices, procedures, understandings, traditions, agreements, or rules and regulations inconsistent with any matters covered in this MOU.

Section 2. Modification

Except as expressly provided in Article 9, Section 4. [Reopeners], the terms and conditions in this MOU may be altered, changed, added to, deleted, or modified, only through the voluntary mutual consent of the parties in a written agreement, executed by both parties and, if required, approved by the City Council.

Section 3. Waiver

Except as expressly provided in Article 9, Section 4. [Reopeners], the parties agree that, during the term of this MOU, neither party shall be required to meet and negotiate with regard to any subject within the scope of bargaining, whether or not referred to or covered in this MOU. Nothing shall prevent the parties from mutually agreeing to negotiate on any topic.
Section 4. Reopeners

During the term of this MOU, the parties agree not to reopen any article of this MOU unless the parties mutually agree to reopen a specific section or article. At the request of the City or the Association during the term of the MOU, the parties agree to reopen the MOU solely for the purpose of meeting and conferring over the following:

Updates to the City’s Personnel Rules and Regulations, the City’s Employer Employee Relations Resolution, the City’s Municipal Code, and the City’s Administrative Policies.

- Implementation of a Comprehensive Memorandum of Understanding.
- Explore options to implement a Health Savings Account to assist in funding retiree medical premium costs.

ARTICLE 10: SEVERABILITY AND SAVINGS

This MOU is subject to all current and future applicable federal, state and local laws, regulations and the Alhambra Charter. Provided, however, no local law which is enacted in contravention of the provisions of the Meyers-Milias-Brown Act ("MMBA") shall affect the provisions of this MOU.

Section 1. Savings

Should any article, section, paragraph or provision of this Agreement be declared or adjudicated unlawful, void, inoperative, or unenforceable by a court of competent jurisdiction, all remaining articles, sections, paragraphs, and provisions shall remain in full force and effect, to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the contract. Unless mutually agreed otherwise, the parties agree to meet and confer within 30 days for the purpose of agreeing to a mutually satisfactory replacement provision.

Section 2. Statutory Changes

In the event of statutory or regulatory changes that affect the terms and conditions of this Agreement, the parties agree, upon the request of either party, to meet and negotiate the subjects of the statutory or regulatory changes.

CITY OF ALHAMBRA

Dated: 11/19/19

THERESA ST. PETER, INTERIM HUMAN RESOURCES DIRECTOR

ALHAMBRA FIRE DEPARTMENT MANAGEMENT ASSOCIATION

Dated: 11/19/2019

DOUG SHONKWILER, AFDMA PRESIDENT
Appendix "A"
Base Rate of Pay for AFDMA Members

CITY OF ALHAMBRA – SALARY SCHEDULE
FULL TIME CLASSIFICATIONS

EFFECTIVE November 25, 2019 THROUGH JUNE 24, 2020

<table>
<thead>
<tr>
<th>Position</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Chief</td>
<td>$9836.78</td>
<td>$10,328.62</td>
<td>$10,845.06</td>
<td>$11,387.31</td>
<td>$11,956.67</td>
<td>$12,554.51</td>
</tr>
<tr>
<td>Fire Battalion Chief</td>
<td>$9363.98</td>
<td>$9,832.18</td>
<td>$10,323.79</td>
<td>$10,839.98</td>
<td>$11,381.98</td>
<td>$11,951.07</td>
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EFFECTIVE JUNE 25, 2020 THROUGH JUNE 30, 2021

<table>
<thead>
<tr>
<th>Position</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Chief</td>
<td>$10,131.89</td>
<td>$10,638.49</td>
<td>$11,170.41</td>
<td>$11,728.93</td>
<td>$12,315.38</td>
<td>$12,931.15</td>
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<tr>
<td>Fire Battalion Chief</td>
<td>$9,644.90</td>
<td>$10,127.14</td>
<td>$10,633.50</td>
<td>$11,165.17</td>
<td>$11,723.43</td>
<td>$12,309.60</td>
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</tbody>
</table>
Appendix “B”
AFDMA Uniform Items and Cleaning
Cost information valid as of July 1, 2017

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Uniform Item</th>
<th>Purchasing Cost</th>
<th>Cleaning Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Assistant Fire Chief</td>
<td>Class A Jacket</td>
<td>$307.28 each</td>
<td>$6.25 per item</td>
</tr>
<tr>
<td>• Fire Battalion Chief</td>
<td>Class A Shirt</td>
<td>$85.95 each</td>
<td>$1.50 per item</td>
</tr>
<tr>
<td></td>
<td>Class A Pants</td>
<td>$70.00 each</td>
<td>$3.00 per item</td>
</tr>
<tr>
<td></td>
<td>Dress Shoes</td>
<td>$53.47 each</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Belt</td>
<td>$12.50 each</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Physical Fitness Short</td>
<td>$4.90 each</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Sleeve Shirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Physical Fitness Shorts</td>
<td>$12.20 each</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Physical Fitness Sweat</td>
<td>$19.00 each</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Shirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Physical Fitness Sweat</td>
<td>$9.65 each</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Pants</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Long Sleeve Brush Shirt</td>
<td>$7.85 each</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Baseball/Utility Cap</td>
<td>$14.95 each</td>
<td>None</td>
</tr>
</tbody>
</table>