

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SANTA ROSA  
AND THE  
SANTA ROSA FIRE FIGHTERS, LOCAL 1401  
FOR AND ON BEHALF OF THE EMPLOYEES IN THE  
CITY'S UNIT #2 — FIREFIGHTING**

**July 1, ~~2016-2017~~ – June 30, ~~2017~~2020**

**Exhibit "A" to Resolution No. ~~28819~~**

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**GENERAL**  
**ARTICLE 1: DESIGNATION OF THE PARTIES**

This Agreement is by and between the City of Santa Rosa, (“City”) and the Santa Rosa Fire Fighters, (“IAFF L-1401” or “Union”). Collectively, the City and IAFF L-1401 are referred to throughout this Agreement as the “parties.”

**ARTICLE 2: RECOGNITION**

Pursuant to Ordinance No. 1515, the Employer-Unit Member Relations Ordinance of the City of Santa Rosa and applicable state law, the Santa Rosa Fire Fighters, Local 1401, was designated by the City of Santa Rosa City Council as the exclusive representative of City unit members in the City’s Unit #2, Fire Fighting, (hereafter “UNIT”). The term “unit member” or “unit members” as used in this Agreement shall refer only to unit members employed by City in the employer classifications comprising said unit as listed in Article 13, SALARIES, or as amended.

**ARTICLE 3: AUTHORIZED AGENTS**

For the express purpose of administering the terms and provisions of this Agreement:

- A. Management’s principle authorized agent shall be the City Manager or duly authorized representative (address: P.O. Box 1678, Santa Rosa, CA 95402; telephone: (707) 543-3010), except where a particular management representative is specifically designated in the Agreement.
- B. The Santa Rosa Fire Fighters principle authorized representative shall be its president or duly authorized representative (address: P.O. Box 1251, Santa Rosa, CA 95402; telephone (707) 546-7417).

#### **ARTICLE 4: SEVERABILITY**

The provisions of this Agreement shall be subordinate to any present or subsequent federal law, California state law or City Charter provision.

Should any part of this Agreement be rendered or declared illegal or invalid by statute or decree by a court of competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

#### **ARTICLE 5: FULL UNDERSTANDING, MODIFICATION, WAIVER**

Subject to Article 4, this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that the parties voluntarily and unqualifiedly waive their rights to negotiate and agree that neither shall be required to negotiate, with respect to any matter covered herein.

It is further agreed and understood that, except in cases of emergency, the City shall not implement any changes to any matter within scope of representation, as defined by the Meyers-Milius-Brown Act, as amended, not covered herein without first having met and conferred with the IAFF L-1401. For purposes of this Agreement, emergency means any sudden and unforeseeable incident or occurrence.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties unless made and executed in writing by all parties, and if required, approved by the City and ratified by the membership of the IAFF L-1401.

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

#### **ARTICLE 6: TERM OF AGREEMENT**

This Agreement shall take effect ~~on July 1, 2016~~July 1, 2017, except as specifically described in any article, and shall remain in full force and effect, up to and including June 30, ~~2017~~2020. The Agreement shall terminate at twelve (12) midnight on June 30, ~~2017~~2020.

6.1 Negotiations On A Successor Agreement in ~~2017~~2020

In the event either party wishes to add to, modify, or amend this Agreement, such party shall serve upon the other during the period January 1 to January 31, ~~2017-2020~~ that party's written request to begin negotiations on a successor Agreement. Formal negotiations shall begin no later than February 1, ~~2017~~2020.

## **ARTICLE 7: RULES AND REGULATIONS**

The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded by any provision of this Agreement:

1. Personnel Rules and Regulations;
2. Employer-Unit Member Relations Rules and Regulations;
3. Fire Department Standard Operating Procedures ("SOP").

The City shall not change the rules and regulations listed in this Article-without first providing IAFF L-1401 with notice and opportunity to meet and confer about matters within the scope of representation under the Meyers-Milias-Brown Act.

## **ARTICLE 8: MUTUAL RESPONSIBILITY**

The City and IAFF L-1401 recognize their mutual responsibility to provide the citizens those municipal fire services deemed appropriate to the City.

## **ARTICLE 9: WORK CURTAILMENT**

Under no conditions or circumstances shall IAFF L-1401 or any of the unit members it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement.

## ARTICLE 10: IAFF L-1401 RIGHTS

### 10.1 Protected IAFF L-1401 Activities

Unit members shall be free to participate in IAFF L-1401 activities described in Government Code Section 3500 et seq., except those precluded by this Agreement, without interference, intimidation or discrimination in accordance with California State Law and City policies, rules and regulations.

### 10.2 IAFF L-1401 Business Leave

An IAFF L-1401 Time Bank shall be established, allowing members of IAFF L-1401 designated by the IAFF-1401 President to utilize the time bank for IAFF L-1401 activities. The City shall count the time IAFF L-1401 unit members take off for IAFF L-1401 business leave as “time worked” for calculating overtime as described in Article 14.2. The City shall count the time IAFF L-1401 unit members take off for IAFF L-1401 Business as time in paid status for the purpose of determining any other employment benefits.

#### 10.2.1 City Approval Of IAFF L-1401 Business Leave

Use of IAFF L-1401 Business Leave is subject to approval by the City, but the City shall not unreasonably deny such leave, including, but not limited to, any period of time when the Time Bank is exhausted.

#### 10.2.2 Contributions To The IAFF L-1401 Time Bank

The Payroll Division shall maintain the Time Bank and account for the donation and disbursement of IAFF L-1401 Business Leave hours. All vacation hours contributed by unit members to the IAFF L-1401 Bank shall be credited on an hour for hour basis regardless of hourly pay differentials between contributing unit members.

Participating unit members shall contribute vacation hours to the Time Bank at the following rate:

24 hour shift = .31 hour biweekly

8 hour shift = .22 hour biweekly

To contribute vacation hours to the IAFF L-1401 Time Bank, a unit member must submit a “Voluntary Authorization for Deduction of Vacation Hours” form provided by IAFF L-1401. The City shall begin deduction of vacation hours no later than ten days following receipt of completed authorization form. There shall be no retroactive

deductions, payoffs, or use of these hours for non-IAFF L-1401 business.

10.2.3 IAFF L-1401 Business Leave Charged To IAFF L-1401 Time Bank

When a member takes IAFF L-1401 Business Leave, the leave shall be charged to the IAFF L-1401 Time Bank described in Section 10.2. The leave shall be deducted from the Time Bank of vacation hours on an hour for hour basis. To the extent possible, IAFF L-1401 shall avoid taking IAFF L-1401 Business Leave when use of the leave would require overtime backfill.

10.2.4 City-Initiated Meetings

The Time Bank shall not be charged for one IAFF L-1401 representative to attend City-initiated meetings. If IAFF L-1401 wishes to have more than one IAFF L-1401 representative attend City-initiated meetings, the additional representatives shall charge their time to the Time Bank.

10.2.5 Insufficient Hours In Time Bank

IAFF L-1401 is responsible for ensuring that IAFF L-1401 Business Leave does not exceed the Time Bank. In the event the hours of IAFF L-14-1 Business Leave exceed the balance in the Time Bank, no additional IAFF L-1401 Business Leave will be allowed until one pay period following the pay period in which the IAFF L-1401 Bank returns to a positive balance. The Time Bank shall not maintain a negative balance.

For each pay period, the City shall send a report showing the number of hours remaining in the Time Bank to the IAFF L-1401's President and Treasurer for each pay period.

10.2.6 City Liability

The City shall not be liable to the IAFF L-1401 by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit members.

In addition, the IAFF L-1401 shall hold the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

### 10.3 Payroll Dues Deduction

- 10.3.1 IAFF L-1401 shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the City's— —“Voluntary Authorization for Deduction of IAFF L-1401 Dues” form, which the City may amend from time to time with reasonable notice to IAFF L-1401. “Contributions” as used in this Section 10.3 means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by L-1401.
- 10.3.2 The City shall deduct Contributions from a represented employee's pay upon submission by IAFF L-1401 of a request, in accordance with the following procedure: the Union shall provide with each request, a certification by an authorized representative of IAFF L-1401, confirming that for each employee for whom L-1401 has requested deduction of Contributions, IAFF L-1401 has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify IAFF L-1401, and make the requested deduction changes only upon receipt of a proper certification.
- 10.3.3 The procedure outlined in Section 10.3.2 is the exclusive method for IAFF L-1401 to request the City to initiate, change, or cancel deductions for Contributions.
- 10.3.4 The City shall implement new, changed, or cancelled deductions within two pay periods following the receipt of a request from IAFF L-1401.
- 10.3.5 If an employee asks the City to deduct Contributions, the City shall direct the employee to IAFF L-1401 to obtain the Voluntary Authorization for Deduction of IAFF L-1401 Dues from. If a represented employee hand delivers the official Union form authorizing such deductions to the City's Human Resources Department, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
- 10.3.6 Except as otherwise provided in this section 10.3, each pay period, the City shall remit Contributions to IAFF L-1401. In addition,



each month the City will make available to IAFF-1401 a document that includes the following information for each represented employee, including new employees: name; classification; department; work location; work, home, and personal cellular telephone number (if available); personal email address if on file with the City; home address if on file with the City.

10.3.7 Except as otherwise provided in this section 10.3 the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the procedure outlined in section 10.3.2, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.

10.3.8 With the exception of section 10.3.5 above, IAFF L-1401 is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by IAFF L-1401 on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to IAFF L-1401. The City shall not resolve disputes between IAFF L-1401 and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to IAFF L-1401. The Union shall respond to such employee inquiries within no less than 10 business days.

~~To the extent the laws of the State of California permit the City's actions described in this section, the City shall deduct current and periodic IAFF L-1401 dues, and special assessments or penalties, based upon a dues schedule from the pay of each unit member who voluntarily executes and delivers to the City the authorization attached as Appendix A and incorporated into this Agreement.~~

~~10.3.1 — Initial Deduction For Each Unit Member~~

~~The City shall deduct from each unit member bi-weekly dues and special assessments and penalties, when assessed. However, the initial deduction for any unit member shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of IAFF L-1401 Dues" and (2) the amount of the bi-weekly membership dues~~

~~certified by the IAFF L-1401 has been delivered to the City at a place designated by the City at least ten (10) calendar days prior to the last day of the pay period. Changes in the amount of the bi-weekly membership dues must be delivered to the City at a place designated by the City at least thirty (30) calendar days prior to the last day of the calendar month prior to the change becoming effective.~~

~~10.3.2 — City's Duty To Remit Deductions To IAFF L-1401~~

~~All sums deducted by the City shall be remitted to the IAFF L-1401 at an address given to the City by the IAFF L-1401, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each unit member for who a deduction was made.~~

~~10.3.3 — Unit Member Right To Revoke Payroll Deductions~~

~~A unit member may revoke their "voluntary authorization" by providing written notice to IAFF L-1401's President and the Payroll Division. Any revocation of a "voluntary authorization" shall be effective for the pay period following Payroll Division's receipt of the written notice. No revocation shall be effective retroactively nor apply to any special assessment or penalty previously noticed by the IAFF L-1401.~~

~~10.3.94 — City Liability~~

The City shall not be liable to the IAFF L-1401 by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit members.

In addition, the IAFF L-1401 shall hold the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article. IAFF shall also defend and indemnify the City against any such claims, demands, or suits to the extent required under California Government Code section 1153.

#### 10.4 FIREPAC Check-Off Program

The parties agree that the FIREPAC Check-off Program allows IAFF L-1401 members to make personal contributions to the FIREPAC, the IAFF's federal political action committee, via payroll deduction. IAFF L-1401 and the City agree to the following conditions regarding the FIREPAC Check-Off Program:

##### 10.4.1 Managing And Maintaining Program

IAFF L-1401 shall both manage and maintain the FIREPAC Check-Off Program. IAFF L-1401 shall provide their members with information regarding said program and information to their members that this is a voluntary program. IAFF L-1401 shall conduct open enrollment once a year, concurrent with open enrollment for other benefit programs. IAFF L-1401 shall provide to the City executed payroll deduction authorizations for each enrolled member. The City shall not be required to deduct payment for the FIREPAC Check-Off program without such signed authorization. Changes to payroll deductions shall be effective the first paycheck of each January following open enrollment.

##### 10.4.2 Terminated Unit Members

Unit members who terminate their service with the City, and who are not in a paid status for the entire pay period, shall not have a deduction for the FIREPAC Check-Off Program taken out of their final paycheck.

##### 10.4.3 Transferred Unit Members

Deductions will not be taken for unit members transferring out of Unit 2 mid pay-period.

##### 10.4.4 Unit Members On Unpaid Leaves

Deductions shall cease while a unit member is on an unpaid leave of absence.

##### 10.4.5 City Liability

The City shall not be liable to the IAFF L-1401 by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit members.

In addition, the IAFF L-1401 shall hold the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

## 10.5 Fire Department Assignment Of Badge Numbers

### 10.5.1 Assignment Of Badge Numbers

The City shall assign each Fire Fighter a specific badge number. Each Fire Fighter shall retain that City assigned badge number as the Fire Fighter progresses through promotion from Fire Fighter to Fire Engineer to Fire Captain.

### 10.5.2 Badge Numbers For Fire Fighters Failing Probation

If a probationary bargaining unit member is released for failure to satisfactorily complete the probationary period, that probationary Fire Fighter's badge number shall be retired.

### 10.5.3 Assignment Of Chief Officer Badge Numbers

In the event a bargaining unit member is promoted to a chief officer position, the City shall assign the Fire Fighter the badge number that corresponds to the specific chief officer position, and the City shall retire the Fire Fighter's original badge number.

### 10.5.4 Consecutively Numbered Badges

Effective October 15, 2013, the Fire Department will continue to issue consecutively numbered badges, beginning with badge number 215, to newly employed Fire Fighters.

### 10.5.5 Retired Fire Fighter's Badge Number

When a Fire Fighter retires, the City shall retire the retiring Fire Fighter's badge number. At the option of the retired Fire Fighter, the retired Fire Fighter's badge number may be passed on to a family member of the retired Fire Fighter. To qualify for a retired Fire Fighter's badge number, the City, at its sole discretion, must select and employ the family member as a Fire Fighter, and the family member must complete Fire Department mandated training and the probationary period.

**ARTICLE 11: CITY RIGHTS**

The City reserves, retains and is vested with any management rights not expressly granted to the IAFF L -1401 by this Agreement, the Personnel Rules and Regulations or the Employer-Unit Member Relations Policy. These City rights include, but are not limited to, the right to:

- A. Determine and modify the organization of City government and its constituent work units.
- B. Determine the nature, standard, levels and mode of delivery of City services.
- C. Determine the methods, means, number and kind of personnel by which services are provided.
- D. Lay off unit members, subject to the Personnel Rules and Regulations.

If the City desires to exercise any of its management rights, the City shall, except in cases of emergencies (as defined in Article 5), give IAFF L - 1401 written notice and opportunity to bargain about the impacts within the scope of bargaining of the exercise of such rights upon represented unit members before the decision is implemented.

**COMPENSATION**

**ARTICLE 12: SALARIES**

12.1 Salary Schedule Effective ~~July 10, 2016~~ March 31, 2019

Effective March 31, 2019, members shall receive a pay increase -equivalent to a 3.5% increase effective July 1, 2017 and a 3.5% increase effective July 1, 2018, except that the pay increases shall not be retroactive, shall take effect only on March 31, 2019, and shall have no effect on pension contributions or calculations. The salary schedule effective March 31, 2019 shall be as follows:

~~Effective July 10, 2016, the City shall compensate bargaining unit members on the basis of the salary schedule in this~~

**L1401 Monthly Salaries Effective March 31, 2019**

<b>Classification</b>	<b>Payroll Code</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Fire Fighter	FI03	<del>6,6727,14</del> <u>7</u>	<del>6,9857,</del> <u>482</u>	<del>7,3047,</del> <u>8254</u>	<del>7,6438</del> <u>,188</u>	<del>8,0105</del> <u>81</u>

<b>Classification</b>	<b>Payroll Code</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Fire Engineer	FI05	<u>7,3427,86</u> <u>5</u>	<u>7,6888,</u> <u>235</u>	<u>8,0388,</u> <u>610</u>	<u>8,4129</u> <u>,011</u>	<u>8,8099</u> <u>,436</u>
Fire Captain	FI09	<u>8,4419,04</u> <u>3</u>	<u>8,8289,</u> <u>457</u>	<u>9,2569,</u> <u>916</u>	<u>9,6821</u> <u>0,371</u>	<u>10,131</u> <u>10,853</u>
Fire Captain Training	FI11	<u>8,9349,57</u> <u>0</u>	<u>9,3561</u> <u>0,022</u>	<u>9,8081</u> <u>0,506</u>	<u>10,161</u> <u>10,884</u>	<u>10,731</u> <u>11,496</u>
Assistant Fire Marshal	FI11	<u>8,9349,57</u> <u>0</u>	<u>9,3561</u> <u>0,022</u>	<u>9,8081</u> <u>0,506</u>	<u>10,161</u> <u>10,884</u>	<u>10,731</u> <u>11,496</u>
Fire Inspector	FI06	<u>7,391917</u>	<u>7,7598,</u> <u>312</u>	<u>8,1478,</u> <u>727</u>	<u>8,5549</u> <u>,163</u>	<u>8,9829</u> <u>,622</u>

Effective the first full period following July 1, 2019 members shall receive an additional 2.5% wage increase, as provided in the following schedule:

**L1401 Monthly Salaries Effective July 7, 2019**

<b><u>Classification</u></b>	<b><u>Payroll Code</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
<u>Fire Fighter</u>	<u>FI03</u>	<u>7,326</u>	<u>7,669</u>	<u>8,021</u>	<u>8,393</u>	<u>8,796</u>
<u>Fire Engineer</u>	<u>FI05</u>	<u>8,062</u>	<u>8,441</u>	<u>8,825</u>	<u>9,236</u>	<u>9,672</u>
<u>Fire Captain</u>	<u>FI09</u>	<u>9,269</u>	<u>9,693</u>	<u>10,164</u>	<u>10,630</u>	<u>11,124</u>
<u>Fire Captain Training</u>	<u>FI11</u>	<u>9,809</u>	<u>10,273</u>	<u>10,769</u>	<u>11,156</u>	<u>11,783</u>
<u>Assistant Fire Marshal</u>	<u>FI11</u>	<u>9,809</u>	<u>10,273</u>	<u>10,769</u>	<u>11,156</u>	<u>11,783</u>
<u>Fire Inspector</u>	<u>FI06</u>	<u>8,115</u>	<u>8,520</u>	<u>8,945</u>	<u>9,392</u>	<u>9,863</u>

The above salaries are intended to compensate members for their respective regular work schedules. For members assigned to a 48x96 schedule, the salary represents compensation for 192 hours of work every 24 days. For employees assigned to a 40 hour per week schedule, the salary represents compensation for 40 hours of work every 7 days.

## 12.2 One-Time Lump Sum Payment

The City will provide all members a one-time, lump sum, non-pensionable payment no later than May 2019, according to the following schedule:

<u>Classification</u>	<u>Payroll Code</u>	<u>One-Time Payment</u>
<u>Fire Fighter</u>	<u>FI03</u>	<u>5,000</u>
<u>Fire Engineer</u>	<u>FI05</u>	<u>5,500</u>
<u>Fire Captain</u>	<u>FI09</u>	<u>6,250</u>
<u>Fire Captain Training</u>	<u>FI11</u>	<u>6,250</u>
<u>Assistant Fire Marshal</u>	<u>FI11</u>	<u>6,250</u>
<u>Fire Inspector</u>	<u>FI06</u>	<u>5,500</u>

### 12.23 Forty-Hour Schedule – Fire Captain Assigned To Training

The City may assign a Fire Captain to a forty-hour per week schedule in the Training Division. For the first 40 scheduled hours per week, the hourly rate of pay for the Fire Captain assigned to Training shall be at the non-shift rate based upon the following formula:

$$(\text{Monthly Payrate} \times 12) \div 2,080 \text{ Hours}$$

For all hours in a paid status over 40 in a workweek, the hourly rate of pay for the Fire Captain assigned to Training shall be at the shift rate based upon the following formula:

$$(\text{Monthly Payrate} \times 12) \div 2,920 \text{ Hours}$$

The shift rate shall be used for all payouts and sellbacks of leave, including sick, vacation and compensatory time, as well as the holiday in lieu pay described in Article 18. Sick vacation and compensatory time balances shall be converted to the shift equivalent when a unit member leaves City service.

## 12.4 Salary Survey

Prior to January 1, 2020, the City and Local 1401 shall mutually conduct a salary survey for advisory purposes only. The parties agree to meet and confer on jurisdictions and data points to include in the survey. However, L1401 agrees that unfunded accrued pension liability (UAL) shall not be included as part of the survey.

## ARTICLE 13: CONDITIONS OF EMPLOYMENT

### 13.1 Unit Member Condition Of Employment

Except as provided by Section 16.15.1.2, each bargaining unit member, as a condition of employment, shall comply with his or her individual employment letter and its descriptions of his or her individual conditions of employment.

### 13.2 Use Of Tobacco

As a condition of employment, bargaining unit members hired on or after July 1, 1997, shall abstain from the use of cigarettes, pipes, snuff and chewing tobacco at all times, on and off duty. As a condition of employment, bargaining unit members hired on or after July 1, 2002 shall abstain from all tobacco products at all times, on and off duty.

### 13.3 City Personnel Rules And Regulations

As a condition of employment each bargaining unit member shall abide by the Personnel Rules and Regulations of the City of Santa Rosa and the Rules, Regulations, Orders, Directives, Policies and Procedures of the Santa Rosa Fire Department as they exist and as issued or amended in the future.

### 13.4 EMT-1 Certification And DMV Licensure

Except as provided in section 13.7, each bargaining unit member, except for unit members assigned to the Prevention Bureau shall possess and maintain (at a minimum) as a condition of employment, throughout employment, an EMT-1 Certification and California Class C motor vehicle operator's license.

Each bargaining unit member assigned to Operation Bureau shall obtain California Class C with a Firefighter Endorsement motor vehicle operator's license and a current Health Questionnaire during the unit member's probationary period.

Prevention Bureau shall possess and maintain (at a minimum) as a condition of employment, throughout employment, DMV licensure sufficient to operate automobiles, and obtain an Emergency Medical Technician -1 (EMT-1) certification and Cardio-Pulmonary Resuscitation certification prior to the completion of the probationary period and thereafter maintained throughout employment.

### 13.5 Physical And Mental Fitness For Duty



As a condition of employment, each bargaining unit member shall remain physically and mentally fit to perform all tasks assigned within the scope of duties.

### 13.6 City Scheduled Physical Examinations

13.6.1 The City will track, schedule and pay for physicals at Kaiser Occupational Health for all unit members in the HAZMAT and FEMA teams. Physicals will be scheduled for on-duty time. If the unit member elects to schedule the physical for off-duty time, the City shall not pay overtime. No FEMA or HAZMAT unit member shall waive the physical described in this version.

13.6.2 All other unit members have the options to: a) schedule a physical with their own physician paid for through their CalPERS health program; or b) request Risk Management to schedule a physical for them with Kaiser on a bi-annual basis paid for by the City; or c) opt not to receive a physical. Although a unit member may opt not to receive a physical, the City recommends that each unit member obtain a physical examination. Option (a) or (b) physical exams must be scheduled during the unit member's off-duty time.

13.6.3 Risk Management will provide an initial list to Fire Management showing the date of the last completed physical. The Fire Department will notify each unit member of the date of the unit member's last physical.

13.6.4 Fire Department Managers will track physicals for new hires.

### 13.7 Temporary Suspension Of Driving Privileges

Possession of a valid Class B/C driver's license shall remain a condition of employment except in the event of a temporary suspension of driving privileges for one year or less, due to off duty conduct the unit member shall be barred from driving responsibilities and suffer a reduction in pay of up to one salary step, or the equivalent amount of wage for the duration of the temporary suspension of driving privileges. In the event the suspension resulted from a conviction or plea of no contest of driving while under the influence of alcohol or drugs being placed on their driving record (the term "drug" means any substance or combination of substances, other than alcohol, which could so affect the nervous system, brain, or muscles of a unit member as to impair, to an appreciable degree, his ability to drive a vehicle in the manner than an ordinarily prudent and cautious man, in full possession of his faculties, using reasonable care, would drive a similar vehicle under like conditions) the unit member shall successfully complete a rehabilitation program approved by the DMV as a condition of continued employment. The Fire Chief may determine

a reasonable period for the unit member to complete such a rehabilitation program. Should the unit member fail to meet this obligation, or be convicted of conduct under this article while a prior offense remains on his/her driving record, the unit member shall be subject to discipline up to and including termination in accordance with this MOU and City Personnel Rules and Regulations.

### 13.8 Fire Captains And Fire Engineers Acting As Paramedics

Effective October 15, 2013, a Fire Captain or Fire Engineer may act as a paramedic during periods of time the City assigns the Fire Captain or Fire Engineer to fill a temporary paramedic vacancy (due to sick leave, vacation, etc.) in a regular paramedic assignment. As described in Section 16.15.3, the City shall pay the Fire Captain or Fire Engineer acting as a paramedic a ten percent (10.0%) special assignment pay in addition to the Fire Captain's or Fire Engineer's base pay.

As a condition of participation in the Acting Paramedic Program, a Fire Captain or Fire Engineer shall obtain and maintain (a) a valid EMT-P (paramedic) license/certificate that meets the standards of the California Emergency Medical Services Authority certification and (b) the performance standards established by the Coastal Valley EMS Agency, and shall comply with any Fire Department continuing education mandates. In addition, each Fire Captain or Fire Engineer acting as a paramedic shall comply with all California Code of Regulations implementing Sections 1797.62 et seq. of the Health and Safety Code.

### 13.9 City Paid Licensure Fees

The City will pay the biennial state licensure fees for bargaining unit members who meet all requirements to be licensed as an EMT-1 and an EMT-P (paramedic) and who are accredited with Sonoma County.

### 13.10 Continuing Education (CE's)

Each unit member performing services as a paramedic shall attain sufficient continuing education (CE's) to maintain state licensure and county accreditation while off-duty. The City will provide a lump-sum payment equal to four (4) hours of pay at the unit member's overtime rate, to each unit member in a regular paramedic assignment and to each unit member listed as an acting paramedic, on the first payday in April of each year. Payments shall be prorated to bargaining unit members who have been in either paramedic assignment for less than a full year as of April 1st.

### 13.11 Article 22 Procedures

A permanent, non-probationary, unit member who fails to comply with the conditions of employment described in this Article 13: Conditions Of Employment shall be subject to the procedures in Article 22: Discipline.

## **ARTICLE 14: WORK SCHEDULE AND OVERTIME**

### 14.1 Fair Labor Standards Act (FLSA)

#### 14.1.1 24-Day Work Period

Effective February 9, 2014, the City elected a 182 hour 24-day work period for the purposes of determining FLSA overtime for Fire Fighters, Fire Engineers, Fire Captains and recruit Fire Fighters while assigned to the recruit academy. Except as provided in 6.1.1, the City shall not make or propose any change in the designated work period or exempt class designations except as required by law during the term of this agreement. The salary provided to Firefighters, Fire Engineers, Fire Captains, and recruit Fire Fighters covers straight-time pay for 192 hours each 24--day work period. Hours actually worked from 183-192 are paid an additional payment of 0.5 times the regular rate of pay and hours actually worked in excess of 192 are compensated at 1.5 times the regular rate of pay.

#### 14.1.2. 7-Day Work Period For Fire Inspectors and Assistant Fire Marshals

The City has elected a 53 hour/7-day work period for the Fire Inspectors and Assistant Fire Marshals for the purpose of determining FLSA overtime.

#### 14.1.3. 7-Day Work Period-Fire Captains – Training

The City has elected a 53 hour/7-day work period for the Fire Captain-Training assigned to the 40-hour position in the Training Division for the purpose of determining FLSA overtime.

#### 14.1.4 It is understood that in addition to FLSA overtime, contract overtime may be due pursuant to other provisions of this article.

————14.1.5 The parties believe that the pay practices carried out pursuant to this Agreement are fully compliant with the FLSA. If the Union believes that the City is in any way not in compliance with the FLSA, the Union shall promptly bring the issue to the attention of

the City in writing, with a full explanation of the issue, so that the City may analyze the issue and respond accordingly. It is the City's intent to be in full compliance with the FLSA.

—If, contrary to the intention of the parties, it is determined that the pay practices carried out pursuant to this MOU in any way violate the FLSA, the parties agree promptly to re-open the MOU provision(s) at issue in order to negotiate and ensure legal compliance. Whenever reasonably possible, any new provisions that are negotiated in connection with such a re-opener shall be cost neutral. For the term of this MOU (July 1, 2017 – June 30, 2020) mutual agreement on contract amendments pursuant to this reopener shall be required.

#### 14.2 IAFF L-1401 Business Leave

Time taken off by IAFF L-1401 members on IAFF L-1401 business leave shall be counted by the City as “time worked” for the purpose of determining FLSA overtime.

#### 14.3 Work Hours

14.3.1 For unit members assigned to a 4/10 or 5/8 work schedule, the work week shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. on the following Saturday.

14.3.2 Unit members assigned to fire stations shall work a forty-eight by ninety-six (48X96) schedule. The 48X96 schedule is a three-platoon system in which unit members work two consecutive twenty-four hour shifts for a total of forty-eight hours and have ninety-six consecutive hours off. Shifts shall be designated “A”, “B” and “C”. Shifts shall commence at 0800 hours (8:00 a.m.) and terminate at 0800 Hours (8:00 a.m.) 48 hours later. The shifts shall be set forth on the platoon schedule as AABBC and repeat that order and structure.

14.3.3 The City Manager may change the work ~~week~~period. The impact of any such change is subject to meet and confer requirements of MMBA.

14.3.4 A 48--hour cycle consists of two (2) consecutive 24-hour shifts. Leave shall be used in 24-hour increments. For example, if a unit member takes vacation for one cycle, he/she shall record two (2) 24-hour shifts of vacation on the timecard.

- 14.3.5 Probationary unit members shall be allowed to trade shifts when assigned to a work schedule that includes December 24th and December 25th.
- 14.3.6 Daily apparatus/equipment checks and workday expectations shall remain in accordance with current SOPs
- 14.3.7 Full time fire unit members assigned to training, fire prevention public education, and similar duty assignments shall work forty (40) hours per week.
- 14.3.8 Full time Fire Inspector(s) assigned to Neighborhood Revitalization shall have a schedule that aligns with the Neighborhood Revitalization team.
- 14.3.9 Full time unit members assigned to Prevention shall be assigned a 4-10 work schedule with a regular scheduled work period of Monday through Thursday.

14.4 Three-Day Notice For Shift Changes

Except for emergencies, unit members' work shifts shall not be changed without three (3) calendar days prior notice to the unit member. Responding to a dispatch or for overtime does not constitute a change in work shift.

Nothing in this Article shall be construed to limit or restrict the authority of management to make temporary assignments to different or additional locations, shifts or duties for the purpose of meeting an emergency. Emergency assignments shall not extend beyond the period of the emergency.

14.5 Fire Captain -- Training Work Schedule

The Fire Captain assigned to the Training and Safety Division shall work a 4/10 work schedule, 40 hours per week.

14.5.1 The appointment to the 40~~0~~-hour position is for a minimum of two years unless otherwise approved or removed by the Fire Chief.

14.5.2 The Fire Captain assigned to the 40~~0~~-hour position may work overtime shifts. Non-scheduled overtime and emergency call back are subject to availability.

14.5.3 When the Fire Captain assigned to the Training Division works over 40 hours in a week performing training duties, pay for hours worked over 40 and up to 53 will be paid at 1.5 times the base shift hourly rate. The base shift hourly rate shall be calculated as base salary

divided by 2,920. Hours worked over 53 in a week will be paid at the FLSA overtime rate.

14.5.4 When the Fire Captain assigned to the Training Division works over 40 hours performing “on-shift” or suppression duties, pay for hours worked over 40 and up to 53 will be paid at straight time at the base shift hourly rate. Hours worked over 53 in a week will be paid at the FLSA overtime rate.

14.5.5 The Fire Captain assigned to the 40 hour per week assignment in the Training Division may elect to earn CTO for hours worked over 40 and up to 53 performing “on shift” suppression duties for assignments of 12 hours or less in duration. A Fire Captain in this assignment is not eligible to earn CTO for hours worked over 53 in a week. The limits on CTO credit which apply to Fire Inspectors shall apply to Fire Captains in this assignment.

14.5.6 When the Fire Captain assigned to the Training Division is scheduled to work a relief Fire Captain shift, additional overtime during the same work week must be approved by Fire Management.

14.5.7 The Fire Captain assigned to the 40-hour position in the Training Division shall be treated the same as other unit members in the 40 hour classifications covered by this agreement with regards to benefits where there is a difference between 56 hours per week unit members and 40 hours per week unit members, unless different benefits are specifically spelled out in this agreement.

14.6 Firefighter, Fire Engineer, Fire Captain and Fire Captain – Training Rate of Pay & Balance Conversions When Changing Work Schedules.

When unit members are transferred from 24 hour work assignments to 40 hour work assignments or from 40 hour work assignments to 24 hour work assignments, the employee will have their current accrued sick leave, vacation leave, compensatory time and hourly rates converted using the following formulas.

**24 Hour Schedule to 40 Hour Schedule:**

40 Hour Shift Annual Hours (2080) divided by 24 Hour Shift Annual Hours (2920) = Accrual Factor of .7123 X Hourly rate of pay and accrued hours at the time of transfer.

**40 Hour Schedule to 24 Hour Schedule:**

24 Hour Shift Annual Hours (2920) divided by 40 Hour Shift Annual Hours (2080) = Accrual Factor of 1.4038 X Hourly rate of pay and accrued hours at the time of transfer.

The Fire Captain – Training shall only be subject to the balance conversion provisions as described in this article, and shall not be subject to the hourly rate conversion described in this article.

14.7 Overtime

MOU oOvertime shall be paid at one--and--one--half times (1.5) the base rate of pay.

14.8 Compensatory Time Off (CTO)

14.8.1 Except as provided herein, Firefighters, Fire Engineers and Fire Captains shall be paid in cash for overtime.

14.8.1.1 Firefighters, Fire Engineers, and Fire Captains may opt to, at a rate of 1.5 times the base hourly rate of pay, have overtime paid in the form of compensatory time off (CTO).

14.8.1.2 Maximum accrual of CTO shall be two 24 hour shifts at the overtime rate of time and one half or seventy-two (72) hours.

14.8.1.3 An employee's use of CTO shall not be unreasonably denied by a supervisor but shall not cause overtime or be used to extend a scheduled vacation.

14.8.1.4 An employee may elect to be paid for accrued CTO during the last FLSA periods ending in January, May, August, and November. Employees may enter a code on their time card during these periods to be paid for the accrued CTO.

14.8.1.5 Any remaining accrued CTO balance as of the last FLSA period ending in March shall be paid off by the second paycheck in April.

14.8.2 Except as provided herein, Fire Captain – Training, Assistant Fire Marshal, and Fire Inspector shall be paid in cash for overtime.

- 14.8.2.1 A Fire Captain – Training, Assistant Fire Marshal, and Fire Inspector may opt to have overtime paid in the form of compensatory time off (CTO).
  - 14.8.2.2 A Fire Captain – Training, Assistant Fire Marshal, and Fire Inspector may not have a current credit for more than one hundred (100) hours of CTO.
  - 14.8.2.3 Use of CTO shall not be unreasonably denied by a supervisor and except as otherwise provided herein, shall be governed by the rules for the use of vacation, and shall be in compliance with FLSA.
  - 14.8.2.4 Part-time Assistant Fire Marshal and Fire Inspector may accrue straight time compensatory time up to the proportion of the hours allowed for full time Fire inspectors equal to their FTE for hours worked over their FTE per week.
  - 14.8.2.5 A Fire Captain – Training, Assistant Fire Marshal, and Fire Inspector may elect to be paid for accrued CTO on the second paycheck in January, May, August, and November. Employees may enter a code on their time cards during these periods to be paid for the accrued CTO.
- 14.8.3 If an employee separates from the City, all remaining accrued CTO shall be paid at the employee's regular rate of pay in accordance with the provisions of the FLSA.

## **ARTICLE 15: UNIFORMS**

Unit Members provided uniforms by the City shall wear them while at work and shall be responsible for their normal maintenance and upkeep in accordance with City policy.

The City shall replace uniforms for normal wear and tear resulting from City work activities.



## ARTICLE 16: SPECIAL ASSIGNMENT PREMIUM PAYS

### 16.1 Calculation Of Special Assignment Premium Pays

All premium pays are calculated as a percentage of base salary unless otherwise specifically provided. The premium pays in this article shall not be included in the base pay for purposes of calculating any premium pay.

### 16.2 Bilingual Pay

The City shall pay bargaining unit members designated by the City as proficient in the Spanish language a three percent (3.0%) premium pay in addition to the unit member's base pay.

### 16.3 Education Incentive Pay

~~16.3.1 Effective March 31, 2019, Effective December 30, 2001, bargaining unit members with six (6) years of City employment will be eligible for an education incentive. Effective July 2, 2006, the education incentive shall increase from 2% to 3% for Fire Fighters, Fire Engineers and Fire Inspectors I's who have an AA/AS or 60 semester units (or quarter equivalent) or 90 semester units for Fire Captains.~~

~~Effective July 2, 2006, the education incentive shall increase from 4% to 6% for a BA/BS or 120 semester units for all classifications.~~

~~bargaining unit members shall become eligible for Educational Incentive Pay on the date the probationary period is completed and thereafter:~~

- ~~• 3% for unit members who possess an AA/AS or 60 semester units (or quarter equivalent); or~~
- ~~• 6% for unit members with a BA/BS or 120 semester units (or quarter equivalent).~~

16.3.2 To be eligible to receive an education incentive, the unit member will submit a transcript(s) to the ASO of the Fire Department with a written request for the incentive. Unit Member will receive the incentive as soon as possible after submission.

### 16.4 Longevity Pay

Effective July 2, 2006, bargaining unit members with twenty years of service (upon the completion of nineteen (19) years) with the Santa Rosa Fire Department or bargaining unit members who can demonstrate twenty years of public retirement system service credit by September 1, 2006, shall receive

an additional two percent (2%) of base pay. Documentation submitted after September 1, 2006 shall not qualify for retroactive pay. Bargaining unit members with credit from multiple agencies shall provide documentation to the Department ASO showing sufficient service credits. No payment shall be made until documentation has been approved and submitted to payroll.

16.5 Self-Contained Breathing Apparatus (SCBA) Program Manager Pay

~~Effective July 2, 2006, the~~The City shall pay a unit member, assigned in writing by the Fire Chief and/or Deputy Chief, to manage the SCBA program a three percent (3%) premium pay in addition to the unit member's base pay.

16.6 Telestaff Premium Pay

16.6.1 ~~Effective July 2, 2006, t~~The City shall pay a unit member assigned in writing by the Fire Chief and/or Deputy Chief to manage and administer the Telestaff program a three percent (3%) premium pay in addition to the unit member's base pay.

16.6.2 ~~Effective March 31, 2019, -Effective September 3, 2006 tThe City shall pay a flat rate of twenty five dollars (\$25.00) per day to the unit member assigned by the Battalion Chief or Acting Battalion Chief to hire and maintain the roster for that day.~~

~~the City shall pay a two--and--a--half percent (2.5%) premium pay to the Telestaff Hiring Captain assigned by the Battalion Chief or Acting Battalion Chief to hire and maintain the roster. (Maximum two per shift / six total).~~

16.6.3 Effective March 31, 2019, the City shall pay a two--and--a--half percent (2.5%) premium to the Acting Telestaff Hiring Captain (payable only when hiring and maintaining the daily roster).

16.6.~~3~~4 The City reserves the right to remove the Telestaff hiring and administration functions from Fire Unit 2 and to eliminate the Telestaff premium pay described in Section 16.~~5~~6.

16.7 Court Appearances

The City shall pay a minimum of two (2) hours pay at the unit member's base hourly rate to bargaining unit members subpoenaed to appear in court during off-duty hours for City related matters.

Court appearances in excess of two (2) hours shall be compensated at the unit member's base hourly rate of pay. However, if bargaining unit members have

completed their regularly scheduled work shift and then are required to be in court during the same day, the overtime rate shall be used to compute pay.

16.8 Voluntary Response

Bargaining unit members who voluntarily respond to a fire during their off-duty hours and who are directed by the responsible authority on the scene to commence work shall be paid for time so worked at the overtime rate. No minimum hours shall be applicable to such work.

16.9 Acting Duty Chief Assignment Premium Pay

16.9.1 Acting Duty Chief List

Fire Captains on the Acting Battalion Chief list who are able to meet the response time requirements contained in the “Duty Chief of Incident Command and Support” SOP, and who request to serve as an Acting Duty Chief (ADC), will be placed on an Acting Duty Chief list for a 24 hour period. Management will make ADC assignments from the ADC list and will endeavor, but not guarantee, to distribute these assignments as equitably as possible.

16.9.2 Acting Duty Chief Assignment Premium Pay Defined

“Acting Duty Chief Assignment Premium Pay” duty is defined as the period of time that a Fire Captain serving as an ADC is required to respond to incidents or other needs of the Fire Department as the Duty Chief.

16.9.3 Acting Duty Chief Compliance With SOP

ADCs shall comply with the provisions of the “Duty Chief for Incident Command and Support” SOP.

16.9.4 Acting Duty Chief – No Impairment

ADCs shall refrain from activities that might impair his/her performance of assigned duties upon call.

16.9.5 Acting Duty Chief – Call Back

The CITY shall pay a Fire Captain, called back to a minimum of one-hour ADC standby duty, a three-dollars (\$3.00) per hour premium pay in addition to the unit member’s base pay.

16.10 Fire Inspector/Investigator Premium Pay

16.10.1 Fire Inspector/Investigator Duties

~~Effective October 1, 2006, t~~The City shall make available a Fire Inspector/Investigator Premium Pay. While receiving Fire Inspector/Investigator Premium Pay, the unit member shall do the following:

- A. Remain within a geographical area that permits the Fire Inspector and Assistant Fire Marshal to respond to the Fire Administration, 2373 Circadian Way Santa Rosa, California within 60 minutes of receiving a dispatch assignment.
- B. Refrain from activities which might impair the unit member's performance of assigned duties upon dispatch.
- C. Remain available at all hours by telephone or other communication devices.
- D. Respond promptly upon receiving a dispatch assignment.
- E. Perform special event and occupancy inspections and similar duties.

16.10.2 Assignment Of Fire Inspector/Investigator Duties

Fire Inspector/Investigator duty shall be assigned by the City in writing.

16.10.3 Fire Inspector/Investigator Premium Pay

Fire Inspector and Assistant Fire Marshals assigned to Fire Inspector/Investigator duty shall receive Fire Inspector/Investigator Premium Pay as follows:

Fire Inspector-I: \$481.28 for the seven (7) day assignment as Fire Inspector/Investigator.

Assistant Fire Marshal: \$632.32 for the seven (7) day assignment as Assistant Fire Marshal/ Investigator.

16.10.4 Fire Inspector/Investigator Holiday Pay

In addition to the Fire Inspector/Investigator pay, if assigned Fire Inspector/Investigator duty on a recognized holiday (see Article 18) with Christmas Eve and New Years Eve substituting for floating

holidays, the assigned unit member shall receive an additional flat rate of fifty dollars (\$50.00) per holiday worked.

16.10.5 Duration-Fire Inspector/Investigator Duty Assignments

Fire Inspector/Investigator Duty Assignments shall be made in seven (7) day increments.

16.11 Call Back

16.11.1 Call Back Premium Pay

Call Back Premium Pay shall not apply to unit members eligible for Acting Duty Chief Assignment Premium Pay described in section 16.9 or Fire Inspector/Investigator Premium Pay described in section 16.11.

Bargaining unit members who have completed their work shift and have gone home and then are required to return to work shall receive a minimum of four (4) hours pay at the overtime rate except as described in Article 16.8 (Voluntary Response). Hours worked in excess of said four (4) hours shall be paid at the overtime rate. Bargaining unit members classified as Assistant Fire Marshals or Fire Inspectors who have completed their work shift and have gone home and then are required to return to work shall receive a minimum of three (3) hours pay at the overtime rate. Hours worked in excess of said three (3) hours shall be paid at the overtime rate.

16.11.2 Pay For Scheduled, But Unworked, Overtime

Bargaining unit members, who are scheduled to work overtime and upon arriving are released without working overtime, shall be paid one hour at the overtime rate.

16.11.3 Hold Over Pay

Bargaining unit members required to hold over following the completion of their shift shall be paid a minimum of one-half (1/2) hour pay at the overtime rate. Hours worked in excess of said one-half (1/2) hour shall be paid at the overtime rate.

16.11.4 Recalled To Duty Pay

Off-duty Fire Captains standing-by as Acting Duty Chief (ADC) who have been relieved from duty and are then dispatched or called back to duty as the Fire Department's ADC shall receive a minimum of

one (1) hour of pay at the overtime rate. Hours in excess of said one (1) hour shall be paid at the overtime rate.

## 16.12 Acting Assignments

- 16.12.1 Fire Fighters or Fire Engineers assigned as Acting Captains shall receive third step Fire Captain pay while so assigned.
- 16.12.2 Fire Fighters assigned as Acting Fire Engineers shall receive the top step of Fire Engineer pay while so assigned.
- 16.12.3 Fire Captains working a special non-supervisory assignment in the Fire Prevention Division shall receive the same wage and benefits as described in section 16.10.
- 16.12.4 Fire Captains assigned as Acting Battalion Chiefs shall receive a 10% increase in base pay while so assigned.
  - 16.12.4.1 Fire Captains will receive Acting Battalion Chief pay (a 10% increase in base pay) during the time that they are called out as an Acting Duty Chief (ADC). This “acting” pay described in this section shall in addition to ADC Assignment Premium Pay.
- 16.12.5 Fire Fighters who, according to current practice, perform fire inspection duties that fall within the Fire Fighter classification specifications shall not be considered to be in an acting assignment.
  - 16.12.5.1 Fire Fighters assigned as Acting Fire Inspector-~~I~~ shall receive the top step of Fire Inspector-~~I~~ pay while so assigned.
- 16.12.6 Assistant Fire Marshal assigned as Acting Fire Marshal when the Fire Marshal is on leave or otherwise out of the area and not available for work during normal working hours shall receive a 10% increase in base pay while so assigned.
- 16.12.7 Personnel assigned, in writing, as acting ~~Senior Inspector~~Assistant Fire Marshal shall receive a ten percent (10%) increase in base pay while so assigned.

## 16.13 Hazardous Material Premium

### 16.13.1 Assignment To Specialist Or Technician

Bargaining unit members in the Fire Fighter, Fire Engineer and Fire Captain classifications who are certified as either Hazardous

Materials Specialist or Technicians and who are selected to become part of the Hazardous Materials Response Team, limited to a maximum of 12 bargaining unit members per platoon shall be paid a premium pay of 3% of base pay.

16.13.2 Appointment To Hazardous Materials Assignment

The City shall appoint bargaining unit members to the Hazardous Materials Assignment, from an established waiting list, based on a first-come-first-served basis at the City's discretion.

In the event that more than one unit member wishes to be placed on the waiting list at the same time, the City shall determine placement based on seniority in rank.

16.13.3 Withdrawal From Hazardous Materials Assignment

Bargaining unit members assigned to a Hazardous Materials Specialist or Technician assignment agree to remain in a Hazardous Materials Specialist or Technician assignment until and unless the unit member gives the City at least thirty days written notice requesting to withdraw from the assignment. The City shall approve requests for withdrawal from the assignment if a Hazardous Materials Specialist or Technician is on the waiting list available to replace the unit member requesting to withdraw or if the withdrawal does not cause team strength to fall below a minimum of ten (10) per platoon. The Hazardous Material Assignment is not a vested right and the City retains the right to remove bargaining unit members from the assignment.

16.13.4 Certified Unified Program Agency (CUPA) Program Premium Pay

The City shall pay the two (2) Unit 2 members in Fire Prevention, assigned to the CUPA program, a three percent (3%) Hazardous Material premium pay in addition to the unit member's base pay.

16.14 Paramedic Premium Pay

16.14.1 Paramedic Assignments

In accordance with Fire Department Standard Operating Policies, qualified Fire Engineers or Fire Captains promoted prior to October 1, 2013 and bargaining unit members holding the rank of Fire Fighter may fill paramedic assignments.

- 16.14.1.1 Effective October 9, 2013, Fire Fighter paramedics promoted to the rank of Fire Engineer or Fire Captain shall automatically forfeit paramedic premium pay if the Department has a Fire Fighter paramedic to fill the paramedic position. If the Department does not have a Fire Fighter paramedic to fill the paramedic position, the Fire Engineer or Fire Captain shall retain the paramedic premium pay until a qualified Fire Fighter paramedic fills the position.
- 16.14.1.2 Upon the completion of probation, after promotion, a paramedic may be released from the paramedic program contingent on adequate staffing within the paramedic program and the completion of probation of the replacement paramedic. A unit member hired prior to the effective date of this agreement and who possesses a Condition of Employment which does not include a “fire department discretion” clause shall retain the conditions for exiting the paramedic program as outlined in their individual Conditions of Employment. Conflicts over “adequate staffing” can be resolved through the staffing hardship process outlined in SOP 1.27.
- 16.14.1.3 Fire Captains promoted to their position prior to October 1, 2013 who fill a forty (40) hour administrative assignment have the right to return to paramedic status when they return to suppression. If the department is fully staffed with paramedics, the unit member returning from an administrative assignment will bump the lowest seniority paramedic and the lowest seniority paramedic will become available to be assigned as an acting paramedic.

16.14.2 Paramedic Premium Pay

The City shall pay a ten percent (10.0%) premium pay in addition to the unit member’s base pay to bargaining unit members who are licensed by the State of California as an EMT-P (paramedic), accredited by the Local EMS Agency to practice as a paramedic in Sonoma County, and who are filling a regular paramedic assignment.



### 16.14.3 Acting Paramedic Premium Pay

The City shall pay a ten percent (10.0%) premium pay in addition to the unit member's base pay to bargaining unit members during periods of time that the unit member is assigned to fill a temporary vacancy (due to sick leave, vacation, etc.) in a regular paramedic assignment. To be eligible for Acting Paramedic Premium Pay, a unit member must be licensed by the State of California as an EMT-P (paramedic), accredited by the Local EMS Agency to practice as a paramedic in Sonoma County.

### 16.14.4 Reassignment of Paramedics

To maintain adequate paramedic staffing City may reassign paramedics between platoons to maintain an equal number of paramedics in each platoon in accordance with FD SOP 1.27.

### 16.15 Field Training Officer (FTO) Pay

The City may assign one bargaining unit member, per platoon to perform Field Training Officer (FTO) duties. The bargaining unit member assigned to perform FTO duties shall meet the requirements of the Department S.O.P. on Paramedic FTOs. The City shall pay the bargaining unit member assigned to and performing Field Training Officer (FTO) duties a three (3%) percent of base pay premium pay in addition to base pay.

A captain, acting as a paramedic, can voluntarily accept the City's assignment to perform FTO duties, but the City may not require a captain, acting as a paramedic, to perform FTO duties.

### ~~16.16 ALS Truck Companies In 2015~~

~~During unit bids in 2015, Truck Companies will be opened to paramedic bids, contingent on sufficient number of paramedics (12) on the shift. Truck paramedics will be backfilled using the normal backfill procedure and will not be limited to backfill through paramedic.~~

~~16.16.1 The Fire Chief agrees to submit to the Measure O Committee and the City Council a request for additional funding for six additional paramedics. The provisions of this section 16.17 are contingent upon Measure O Committee's and the City Council's approval for funding six additional paramedics. If funding is not approved, the City and IAFF L-1401 shall meet and confer over the subjects within the scope of bargaining impacted by the decision not to fund 6 additional paramedics.~~

**ARTICLE 17: VACATION**

17.1 Earning And Accumulating Vacation

Unit Members shall earn and may accumulate vacation time as indicated below:

Classification	Years of Service	Hours Earned Monthly	Maximum Earned Annually	Maximum Hours of Accumulation
Fire Captain Fire Engineer Fire Fighter	1 – 4	10	120	360
	5 – 10	16	192	576
	11 – 14	20	240	720
	15 – 19	22	264	792
	20 – 24	24	288	864
	25 or more	25	300	900
Fire Inspector  Assistant Fire Marshal	1 – 4	6.67	80	240
	5 – 10	10	120	360
	11 – 14	13.33	160	480
	15 – 19	14.33	172	516
	20 – 24	16	192	576
	25 or more	16.67	200	600
Fire Captain Training	1 – 4	7.12	85.5	256.5
	5 – 10	11.4	136.8	410.4
	11 – 14	14.25	171	513
	15 – 19	15.67	188	564
	20 – 24	17.10	205.2	615.6
	25 or more	17.81	213.7	641.1

No unit member shall accumulate more vacation than provided above, except as provided for in Section 17.4.

17.2 Fire Captain Training Accrual Rate

The vacation accrual rate for Fire Captain Training shall be used when a unit member moves from a fifty-six (56) hour per week schedule into a forty (40) hour per week schedule.

17.3 Part-Time Accrual Rate

Part-time unit members shall accrue vacation time on a prorated basis based on hours in paid status not to exceed the FTE allocation per fiscal year.

#### 17.4 Accruing Vacation While On Sick Leave Or Labor Code 4850 Leave

Vacation accrual shall continue for unit members who have reached the vacation cap and who are on sick leave or leave governed by California Labor Code Section 4850 regardless of whether the maximum hours of accumulation limit outlined in Article 17.1 has been reached.

17.4.1 A shift unit member who is above the maximum vacation accumulation limit when they return to light or regular duty must use vacation leave within six (6) months of the return to duty to bring the accrued amount under the maximum limit. The unit member's vacation accrual shall also continue during this six month period. If, at the end of this six (6) month period, the unit member still has accumulated vacation leave above the maximum limit, the unit member will be paid for the excess vacation time at the base hourly rate of pay in order to bring their total vacation accumulation down to a point of twenty-four (24) hours below the maximum limit.

17.4.2 A forty (40) hour unit member who is above the maximum vacation accumulation limit when they return to light or regular duty must use vacation leave within six (6) months of return to duty to bring the accrued amount under the maximum limit. The unit member's vacation accrual shall also continue during this six (6) month period. If, at the end of this six (6) month period, the unit member still has accumulated vacation leave above the maximum limit, the unit member will be paid for the excess vacation time at the base hourly rate of pay in order to bring their total vacation accumulation down to a point of seventeen (17) hours below the maximum limit.

17.4.3 The six (6) month period is defined as beginning on the first Sunday on or after the unit member returns to duty and ending on Saturday twenty six (26) weeks later.

#### 17.5 Using Vacation

Unit Members shall be employed by the City for one (1) complete year prior to using any vacation. However, in unusual circumstances the Fire Chief's Office may approve use of vacation time prior to the unit member completing one (1) complete year with the City.

#### 17.6 Selling Back Vacation

~~Effective July 1, 2007, after~~After completing one year of service a unit member may elect to sell back up to twenty-four (24) hours of vacation paid at the unit member's base hourly rate of pay. Unit Members who elect to sell back vacation must have a remaining balance of seventy-two hours (72) following

the sell back. Payouts shall occur in accordance with the compensatory time pay out schedule. (See Article 14.8)

17.7 Scheduling Vacation

Vacation scheduling shall be approved by the City prior to being taken with due regard for the unit member's needs and the City's need to provide services.

17.8 Restriction On Use Of Vacation

Vacation time shall not be used for industrial injury or to extend a date of retirement.

17.9 Using Vacation For Bereavement Leave

Up to two (2) shifts of vacation for classifications of Fire Captain, Fire Engineer and Fire Fighter and up to forty (40) hours for the classifications of Fire Inspector-I, and ~~Senior Fire Inspector~~Assistant Fire Marshal, may be used for the death of the following family members: sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew, or niece by blood only and any unit member who at the time of his/her death was residing in the same household as the unit member.

17.10 Using Vacation For An Unplanned Urgent Personal Situation

Vacation time may be used for any unplanned urgent personal situation. The intent is to allow a unit member time off when a situation occurs that is unavoidable.

17.11 Limitations On Using Vacation For Bereavement Or Unplanned Personal Situations

Vacation time used for bereavement leave or unplanned urgent personal situations are not subject to the restrictions outlined in the department vacation SOP.

**ARTICLE 18: HOLIDAYS**

18.1 Designated Holidays

The following days of each year are designated as paid holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25
Floating Holiday	By Agreement Between Unit Member and Supervisor
Floating Holiday	By Agreement Between Unit Member and Supervisor

18.2 Non-Fire Fighter, Fire Engineer, and Fire Captain Unit Members

A unit member assigned to a 40-hour schedule and who is not employed in a Fire Fighter, Fire Engineer, or Fire Captain position shall receive the twelve (12) designated, paid holidays described in Section 18.1. The following conditions shall apply for holidays:

18.2.1 Floating Holidays

Floating holidays must be taken during the payroll fiscal year in which they are earned. Unit Members shall receive ten (10) hours of holiday pay for each floating holiday. Employees hired between the first day of the payroll fiscal year and December 31 shall receive two (2) floating holidays and employees hired between January 1 and the last day of the fiscal year shall receive one (1) floating holiday.

18.2.2 Holiday Pay For Unit Members On 4/10 and 9/80 Schedules

Employees assigned to a 4/10 or 9/80 work schedule, whose workweek normally includes three consecutive days off, shall observe the preceding work day when a holiday falls on the first day off. If the holiday falls on either of the last two days off, the following work day shall be observed.

Holiday pay, for unit members working a 4/10 schedule shall be computed based on ten (10) hours times the unit member's base hourly rate of pay. Holiday pay for unit members working a 9/80 schedule shall be computed based on nine (9) hours time the unit

member's base hourly rate of pay, plus one (1) hour of Compensatory Time Off credited to the Unit Members CTO bank, if the holiday falls on a nine (9) hour day. If the holiday falls on the eight (8) hour day, holiday pay shall be computed based on eight (8) hours times the unit member's base hourly rate of pay, plus two (2) hours credited to the unit member's CTO bank.

18.2.3 Holidays Falling On A Saturday Or Sunday

Any of the designated holidays falling on Saturday shall be observed on the preceding Friday. If any of the aforementioned holidays fall on Sunday, the following Monday shall be observed.

Unit Members who work 5-8 schedules where Saturday and Sunday are not normal days off and the holiday falls on the normally scheduled off-duty day shall observe a holiday on the immediately preceding work day.

18.2.4 Unit Members Required To Work Designated Holidays

Unit Members required to work holidays shall be compensated at the overtime rate for the hours worked.

Unit Members who are not on a paid status the day before and/or the day after a holiday shall not be paid for the holiday.

18.2.5 Part-Time Unit Members

Part-time unit members shall accrue holiday leave on a prorated basis based on FTE.

18.3 ~~In Lieu Of~~ Holiday Pay For Fire Fighters, Fire Engineers, Fire Captains, And Fire Captain Training

Fire Fighters, Fire Engineers, Fire Captains, and Fire Captain Training shall receive Holiday Pay as additional compensation equal to 5.8% of their base salary each pay period in recognition of the fact they work in positions that require scheduled staffing without regard to the ten City-recognized holidays listed above (floating holidays excluded). This 5.8% benefit is intended to provide fire fighters, fire engineers, and fire captains with a cash-equivalent benefit to the holiday benefits provided to most City employees who are scheduled to work 40 hours per week (2080 hours per year) and receive 120 hours of vacation pay at their base rate. The 120 hours provided to the 40 hour/week employees is equal to approximately 5.8% of the 40/hour week employees' annual base salary.

~~In lieu of observing holidays, Fire Fighters, Fire Engineers, Fire Captains, and Fire Captain Training shall receive in lieu compensation for designated holidays. The following conditions shall apply to in lieu holiday pay:~~

~~18.3.1 Calculation Of In Lieu Holiday Pay~~

~~Eligible unit members shall be paid 16.8 hours of In Lieu Holiday Pay for each designated holiday, excluding Floating Holidays. Unit members under this section shall not receive Floating Holidays or compensation for Floating Holidays. The in lieu pay shall be paid at the time that the holiday occurs based on the following formula: 16.8 hours x base hourly rate.~~

~~18.3.1.1 In Lieu Holiday Pay for January 1, 2016 July 4, 2016~~

~~On the first paycheck of August 2016, eligible unit members shall be paid 16.8 hours of In Lieu Holiday Pay for each of the following 2016 holidays that elapsed prior to adoption of the MOU:~~

~~New Year's Day ————— January 1  
Martin Luther King Day ————— January 18  
  
President's Day ————— February 15  
Memorial Day ————— May 30  
Fourth of July ————— July 4~~

~~Unit members under this section who were hired or became eligible for In Lieu Holiday Pay after January 1, 2016 will receive In Lieu Holiday Pay only for the holidays that elapsed after their hire date.~~

18.3.12 Unit Members On Light Duty Or Temporary 40-Hour Assignment

Shift unit members assigned to a temporary or light duty 40-hour assignment shall have the following options:

- a) take the fixed holidays (excluding floating holidays) as described in Article 18.1 off. The hours of in lieu holiday pay holidays that occur while the unit member is on temporary assignment shall be paid at the employee's base rate of pay and calculated as follows:

~~168~~ 12 hours – (number of holiday hours taken off ~~x 1.4~~), or

- b) work the holidays that occur during the 40-hour assignment. The in lieu holiday pay ~~off~~ for holidays that occur while the unit

member is on temporary assignment shall be based on 12 hours at the employee's base hourly rate of pay. Overtime pay will not be paid under this option. Shift unit members assigned to a temporary or light duty 40-hour assignment shall not receive floating holidays.

18.3.23 Eligibility for In Lieu Holiday Pay

The unit member must be employed on the date that the holiday occurs and be in a paid status the day before and the day after the holiday to be eligible for the in lieu pay.

18.3.3 Inclusion in Regular Rate

The additional 5.8% of base salary provided to Fire Fighters, Fire Engineers, Fire Captains, and Fire Captain Training each pay period as in lieu compensation for designated holidays, excluding floating holidays, shall be included in the regular rate for purposes of calculating FLSA overtime.

**ARTICLE 19: LEAVES**

19.1 Sick Leave

19.1.1 Sick Leave Earned And Accrued

Each full-time unit member shall earn and may accumulate sick leave as follows:

<b>Hours of Accumulation Earned</b>			
<b>Classification</b>	<b>Monthly</b>	<b>Annually</b>	<b>Maximum Hours</b>
Fire Captain Fire Engineer Fire Fighter	12	144	No Limit
Fire Inspector I Assistant Fire Marshal	8	96	No Limit
Fire Captain Training	8.55	102.6	No Limit

19.1.1.1 Sick Leave Accrual – 40 Hours Per Week Schedule

The Sick leave accrual for Fire Captain Training shall be used when a unit member moves from a fifty six (56)



hour per week schedule into a forty (40) hour per week schedule.

19.1.1.2 Sick Leave Earned – Vacation/Sick Leave

Sick leave shall continue to be earned while a unit member is on vacation or sick leave.

19.1.1.3 Sick Leave – Part-Time Unit Members

Part-time unit members shall accrue sick leave on a prorated basis based on hours in paid status.

19.1.2 Sick Leave Use

Sick leave shall not be considered as a right ~~which~~ unit members may use at their discretion and shall be allowed only in case of actual sickness or disability. No punitive actions shall be imposed on unit members for taking justifiable sick leave. Unit Members may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury. Unit Members may use hours of accumulated sick leave for the serious illness or injury of their spouse, State registered domestic partner, child, parents, stepchild, stepparents, grandparents, grandchildren or child of a State registered domestic partner. For the purposes of this Article, serious illness or injury as it applies to an adult family member means the family member is under the immediate care of a physician.

19.1.2.1 Sick Leave Use – Notification Of Supervisor

On taking sick leave time, unit members shall notify their appropriate department either prior to or within one (1) hour after the time set for beginning daily duties or by another time specified by the City.

19.1.2.2 Sick Leave Use – Minimum Increment

For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (.25) working hour.

19.1.3 Sick Leave – Prohibited Uses

No sick leave shall be payable for any sickness, disability or injury which results or occurs as follows:

1. Intentionally self-inflicted,

2. Participating in a criminal act,
3. Participating in a riot,
4. Working for an employer other than the City,
5. During vacation unless the unit member was confined to a hospital or other fixed location under written doctor's order,
6. During a layoff, leave of absence or disciplinary suspension, or
7. After a termination date.

19.1.4 Fitness-For-Duty Certification

Following the use of any sick leave, the City may require a unit member to provide a medical doctor's certification that the unit member is able to perform the essential function of the unit member's job, based on the list of essential functions provided by the CITY.

19.1.5 Exhaustion Of Sick Leave

If a unit member has not recovered by the time accumulated sick leave is fully exhausted, the unit member may request a leave of absence according to Article 19.4 Leave of Absence Without Pay and the City's Leave of Absence Without Pay (Non-FMLA/CFRA/PDL) Policy.

19.1.6 Sick Leave Conversion Upon Retirement

Sick leave shall not be used to extend a date of retirement; however, a unit member, upon retirement, may convert any unused sick leave balance to service credit as provided by Government Code Section 20862.8. (See also Article 21: Retirement.)

19.1.7 Sick Leave – Initial Probationary Period

The City Manager’s Office may allow a probationary unit member to use sick leave before it has been earned as follows:

<u>Classification</u>	<u>Hours</u>
Fire Captain, Fire Engineer and Fire Fighter	72
Fire Inspectors, <u>and Assistant Fire Marshal</u>	48

This Section 19.1.7 does not apply to promotional or disciplinary probationary periods.

19.1.8 Sick Leave – Retirement Buyback – Fire Captains/Fire Engineer/Fire Fighters

Fire Captains, Fire Engineers and Fire Fighters who retire or whose positions are eliminated and who have completed ten (10) consecutive years of employment with the City shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of one thousand (1,000) hours. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated.

Should the City provide a majority of City unit members with a retirement buyback plan more beneficial than that provided herein, the unit members covered by this Agreement shall automatically receive the same benefit at the same time and this part shall be considered amended to memorialize that level of benefits.

19.1.9 Sick Leave – Retirement Buyback – Fire Inspector, and Assistant Fire Marshal

Any Fire Inspector, or Assistant Fire Marshal who retires or whose position is eliminated and who has completed ten (10) consecutive years of employment with the City shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of seven hundred and fourteen (714) hours. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated.

Should the City provide a majority of City unit members with a retirement buyback plan more beneficial than that provided herein, the unit members covered by this Agreement shall automatically receive the same benefit at the same time and this part shall be considered amended to memorialize that level of benefits.

19.1.10 Sick Leave – Unit Member Death

If a unit member dies, then all of the unit member's accumulated sick leave shall be paid at the regular hourly rate at the time of the unit member's death to the unit member named by the unit member as beneficiary in the unit member's City provided life insurance policy.

19.1.11 Sick Leave Incentive Program (CTO)

19.1.11.1 Incentive CTO – Use

Sick Leave Incentive accruals shall be the first CTO balances used by unit members when requesting CTO. There shall be no payout for Sick Leave Incentive CTO under any circumstances including separation from the fire service. Use of CTO shall not be unreasonably denied by a supervisor and shall be governed by the rules for the use of vacation.

19.1.11.2 Sick Leave Incentive Program – And Payout

Shift unit members using fifty-six (56) hours or less of sick leave, from the first day of the first pay period that begins in January through the last day of the last pay period that begins in December, shall earn one (1) twenty-four hour shift of pay at the unit member's regular hourly rate. Forty (40) hour unit members using twenty-five (25) hours or less of sick leave, on a calendar year basis, shall earn seventeen (17) hours of pay at the regular hourly rate. Pay outs shall be paid on the second pay check of January.

19.1.11.2.1 Unit 2 shift unit members who are promoted out of the bargaining unit during the last six months of the calendar year shall receive the sick leave incentive, prorated as follows:

Shift unit members promoted in:	S h a l l r e c e i v e
July	50% of the sick leave incentive provided they have used less than 28 hours of sick leave
August	58% of the sick leave incentive provided they have used less than 32 hours of sick leave

Shift unit members promoted in:	S h a l l r e c e i v e
September	66% of the sick leave incentive provided they have used less than 37 hours of sick leave
October	75% of the sick leave incentive provided they have used less than 42 hours of sick leave
November	83% of the sick leave incentive provided they have used less than 46 hours of sick leave
December	91% of the sick leave incentive provided they have used less than 51 hours

19.1.11.2.2 Forty (40) hour unit members who are promoted out of the bargaining unit during the last six months of the calendar year shall receive the sick leave incentive, pro-rated as follows:

40-hour unit members promoted in:	Shall receive
July	50% of the sick leave incentive provided they have used less than 12.5 hours of sick leave
August	58% of the sick leave incentive provided they have used less than 14.5 hours of sick leave
September	66% of the sick leave incentive provided they have used less than 16.5 hours of sick leave
October	75% of the sick leave incentive provided they have used less than 19 hours of sick leave
November	83% of the sick leave incentive provided they have used less than 21. hours of sick leave
December	91% of the sick leave incentive provided they have used less than 23 hours

19.1.11.3 Sick Leave Incentive Pay shall be included in the regular rate for all FLSA overtime hours worked by the member in the preceding year. In January of each year, when providing sick leave incentive pay to members pursuant to section 19.1.11.2, the City shall also provide members a payment representing the Firefighters' adjusted overtime payment for the preceding year's work.

19.1.11.4 The City's Payroll Department is currently working to see whether it is administratively feasible to issue these retroactive Sick Leave Incentive Payments in this fashion. If it appears that this agreed-upon methodology is not administratively feasible, the parties agree to reopen the Contract to negotiate the terms of Section 19.1.11.3 only. Any new provision negotiated in connection with this re-opener shall be cost neutral.

## 19.2 Industrial Injury Or Illness

Benefits for unit members shall be provided for under Section 4850 of the Labor Code and City policies. Sick leave earned and accrued under Article 19.1 shall not be used for an industrial injury or illness.

## 19.3 Family Care And Medical Leave

19.3.1 Each eligible unit member is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended.

Subject to the provisions of the City Administration of FMLA/CFRA Policy, an eligible unit member may be entitled to use accumulated sick leave or vacation for paid family care and medical leave for the reasons described in this section. Subject to the provisions of the City Administration of FMLA/CFRA Policy, an eligible unit member is entitled to unpaid family care and medical leave for any one or more of the following reasons:

- 19.3.1.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- 19.3.1.2 The placement with the unit member of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- 19.3.1.3 To care for the unit member's child, parent, spouse, or State registered domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a unit member standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.)
- 19.3.1.4 Because of a unit member's own serious health condition that makes the unit member unable to perform the functions of the unit member's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)
- 19.3.1.5 Because of any qualifying exigency arising out of the fact that the unit member's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

19.3.2 Family Care And Medical Leave To Care For A Covered Unit Member With A Service Injury Or Illness

Subject to the provisions of this MOU, City Administration of FMLA/CFRA Policy, and state and federal law, an eligible unit member may take FMLA leave to care for a covered unit member with a serious injury or illness if the unit member is the spouse, son, daughter, parent, or next of kin of the service unit member.

19.3.3 City Administration of FMLA/CFRA Policy

The City policy governing FMLA/CFRA leave is found at [http://cityweb.srcity.org/Unit MemberServices/Pages/Citywide PoliciesProcedures.aspx](http://cityweb.srcity.org/UnitMemberServices/Pages/CitywidePoliciesProcedures.aspx).

19.4 Leave Of Absence Without Pay

19.4.1 Unit Members may request a leave of absence without pay in writing to their department head upon the exhaustion of their accumulated paid leave. Leaves of absence without pay are governed by the City Leave of Absence Without Pay (Non-FMLA/CFRA/PDL) Policy, found at:

[http://cityweb.srcity.org/Unit MemberServices/Pages/CitywidePoliciesProcedures.aspx](http://cityweb.srcity.org/UnitMemberServices/Pages/CitywidePoliciesProcedures.aspx).

19.4.2 The requirement to use all accrued sick leave or vacation leave does not apply in situations where California state or federal law do not allow the employer to require use of vacation or sick leave prior to granting an unpaid leave of absence, e.g., California pregnancy disability leave and leave for military duty. When a unit member requests to take a leave of absence without pay and is currently within the period of time covered by state pregnancy disability leave (CCR Title 2 Division 4 Section 7291.2 et seq.), the unit member is not required to exhaust accrued vacation prior to taking the leave of absence. A unit member who is absent from work for military duty, including weekend training drills, is not required to exhaust accrued vacation prior to taking the leave of absence. (Uniformed Services Employment and Re-employment Rights Act of 1994, 38 USC 4301 et seq.).

Requests for a leave of absence without pay may be approved as follows:

19.4.2.1 By the department head for a time not exceeding twenty-four (24) working hours.

19.4.2.2 By the City Manager's Office for any time exceeding twenty-four (24) working hours.

19.5 Jury Leave

Unit Members who are required to serve as jurors shall be provided jury leave for the duration of the jury duty. Unit Members serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all money,



less travel expenses, received by the unit member for the jury duty from the court is remitted to the City.

19.6 Bereavement Leave

Unit Members may take bereavement leave because of death in the immediate family as follows:

<u>Classification</u>	<u>Hours</u>
Fire Captain, Fire Engineer and Fire Fighter	Up to 56
Fire <del>Inspectors</del> <u>Inspector, and Assistant Fire Marshal</u>	Up to 40

For the purposes of bereavement leave, immediate family shall mean spouse, State registered domestic partner, father, father-in-law, mother, mother-in-law, brother, sister, child (including stepchildren), child of State registered domestic partner, stepparents, grandparents and grandchildren.

See Article 17.9 for using unscheduled vacation for the death of other family members. Payment for bereavement leave shall only be made under the provisions set forth in this Article 19.6.

19.7 Military Leave

A unit member may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California, Federal Uniformed Services Employment and Re-employment Rights Act and City policies. The unit member shall furnish to the City's Payroll Office satisfactory proof of orders to report for duty and of actual service pursuant to such orders. Unit Members with less than one (1) year City service shall take military leave without compensation from the City as provided in the Military and Veterans Code.

19.8 Catastrophic Leave

19.8.1 Catastrophic Leave – Definition

Catastrophic leave is a paid leave of absence due to life threatening, verifiable, long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the unit member. Catastrophic leave shall be additional paid leave available from vacation, compensatory leave or administrative leave hours donated by other unit members to a specific qualified unit member.

19.8.2 Catastrophic Leave – Eligibility

Unit Members who have successfully completed one year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury or serious illness or injury to spouse, qualified domestic partner, parent or dependent minor child. The unit member must first exhaust all accrued sick leave, vacation leave and compensatory time before qualifying for catastrophic leave.

19.8.3 Catastrophic Leave – Donations

Unit Members may donate accrued leave to other unit members who suffer a catastrophic illness or injury or to care for a spouse, State registered domestic partner, a parent or a dependent minor child who suffers from a catastrophic illness. Unit Members donating vacation, compensatory or sick leave must donate in increments of whole hours. The donating unit member must have a vacation leave balance of at least 40 hours after the donation of vacation time. Unit Members may also donate sick leave up to twenty four (24) hours in a fiscal year. Unit Members donating sick leave must have a balance of 80 hours after the donation of sick leave. Unit Members may donate all of their accrued compensatory time.

19.8.4 Requesting Catastrophic Leave

A unit member requesting catastrophic leave must receive the recommendation of the department head and the approval of the City Manager. Such leave may initially be approved up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be recommended and approved.

19.8.5 Catastrophic Leave – Administration

The Finance Department shall account for the donation and disbursement of catastrophic leave hours. All time donated will be credited on an hour-to-hour basis regardless of hourly pay differentials between donating unit member and recipient.

19.8.6 Catastrophic Leave – Conditions

Catastrophic leave shall not be used in conjunction with any long or short-term disability benefits or Workers' Compensation Leave. While a unit member is on catastrophic leave, using donated hours, the unit member shall not accrue any vacation or sick leave.

## 19.9 Domestic Partner Definition

For purposes of this Article 19, the following definition applies:

“Domestic Partner” means a unit member who is in a domestic partnership that meets the criteria of California Family Code Section 297 and is formalized through registration with the California Secretary of State pursuant to California Family Code Sections 197 et. seq. For any Unit 2 member and that unit member’s domestic partner registered with the Human Resources Department prior to October 15, 2013, the definition of “domestic partner” also includes, “City Registered Domestic Partner.”

## ARTICLE 20: INSURANCE PROGRAMS

### 20.1 Insurance Programs

The City shall provide the insurance programs described in this Article. The parties agree that the City has the right to provide these insurance programs by self-insurance, through an insurance company or by any other method.

### 20.2 Health Insurance For Active Bargaining Unit Members

#### 20.2.1 CalPERS Medical Plan

The City shall offer bargaining unit members and their dependents, including a State registered domestic partner who qualifies under the CalPERS medical plan, a health insurance program through the CalPERS Health Benefits Program. Eligibility and participation in this program shall be in accordance with the rules promulgated by CalPERS.

#### 20.2.2 City Contribution – CalPERS Minimum

The City contribution for health insurance for active bargaining unit members is the minimum contribution required by CalPERS and is established by CalPERS annually.

#### 20.2.3 Additional City Contribution

~~The total City contribution for active full-time bargaining unit members shall be equal to the CalPERS Blue Shield premium and adjusted each January to the new CalPERS Blue shield premium for the term of this Agreement. The City shall pay 100% of any increase in the premium throughout the term of the Agreement.~~

20.2.3.1 The City shall provide an additional contribution to provide active full-time bargaining unit members with a total contribution equivalent to the current Kaiser maximum rate for the applicable level of coverage (i.e., single, two party, or family). The Additional City Contribution shall be determined by taking the ~~CalPERS Blue Shield~~Kaiser premium rates at each level of coverage (single, two party, or family) and subtracting the City CalPERS minimum contribution described in Article 20.2.2. The total City contribution for active full-time bargaining unit members shall be equal to the CalPERS Kaiser premium and adjusted each January to the new CalPERS Kaiser premium for the term of this Agreement. Members are responsible for any premium above the applicable Kaiser rate.

20.2.3.2 Notwithstanding the provisions of 20.2.3.1, effective January 1, 2020, active full-time members who, as of April 1, 2019 are enrolled in a medical plan with a premium above the applicable Kaiser maximum, shall be eligible for a total City contribution equal to \$885/month for single plans, \$1,770 for two-party plans, and \$2300/month for family plans. The Additional City Contribution shall be determined by taking the applicable total contribution cap (\$885, \$1,770, or \$2,300) and subtracting the City CalPERS minimum contribution described in Article 20.2.2. Members subject to this paragraph 20.2.3.2 shall continue to be eligible to receive total City contributions up to the current Blue Cross Blue Shield maximums until December 31, 2019.

20.2.3.3 The City shall provide the Additional City Contribution over and above the CalPERS minimum contribution to bargaining unit members based on their enrollment status. Bargaining unit members who do not use their City contribution for health insurance may choose to have the unused amount equal to the City's Additional Contribution for single coverage only contributed to the ~~Dependant~~ Dependent Care spending option in the City's Section 125 flexible benefit plan. The portion of the City contribution not utilized by the bargaining unit member shall remain with the City.

#### 20.2.4 Bargaining Unit Member Contribution

That portion of costs for the CalPERS plan coverage elected by any bargaining unit member that exceeds the amount of the City total contribution shall be paid by the bargaining unit member through automatic pre-tax payroll deduction through the Section 125 plan. Information about current CalPERS medical plan premium costs and the City's contribution toward premium costs is found at <https://www.calpers.ca.gov/page/active-members/health-benefits>.~~[INSERT LINK]~~.

#### 20.2.5 Coverage Or Waiver Required

All bargaining unit members shall select health insurance coverage unless the bargaining unit member requests a waiver of coverage from PERS or the Human Resources Department. Such waiver shall only be granted if the bargaining unit member shows proof of other medical insurance coverage. Should an bargaining unit member who has obtained a waiver of this provision lose the bargaining unit member's alternate coverage, the bargaining unit member shall notify PERS or the Human Resources Department and enroll in a PERS sponsored health insurance program within 30 (thirty) days after termination of the bargaining unit member's alternate coverage.

#### 20.2.6 Part-Time Bargaining Unit Members

Part-time bargaining unit members may elect to participate in health insurance plans, and the City will contribute a percentage of the amount equaling the bargaining unit member's authorized position full-time equivalent (FTE) towards the selected coverage. The part-time bargaining unit member will be responsible for the balance of the premium through payroll deductions. If the part-time bargaining unit member does not select coverage, no cash payment will be made in lieu of the insurance. Part-time bargaining unit members will have a one-time option to participate subject to certain provisions of the law.

#### 20.2.7 Health Benefits For Dependents Of Bargaining Unit Member Who Dies In The Line Of Duty

The City acknowledges Labor Code Section 4856 which declares the employer will provide health benefits as prescribed by law to the

spouse and dependents of a Fire Fighter or Peace Officer who dies in the line of duty.

### 20.3 Combined Dental And Vision Care Insurance

#### 20.3.1 Enrollment Requirements

The City shall offer unit members dental plan 3066-0018 and vision care insurance under the Vision Service Plan C, Division 29.

Effective January 1, 2014, enrollment for dental and vision benefits shall be combined. Bargaining unit members shall be required to elect both dental and vision insurance benefits or neither insurance benefits. Bargaining unit members may enroll for a minimum of two (2) years in combined dental and vision care insurance at time of hire, within sixty (60) days of a qualifying event, or during annual open enrollment. Bargaining unit members may drop coverage because of a qualifying event or anytime after two (2) years of continuous coverage. Bargaining unit members dropping coverage will be allowed to re-enroll in the program during annual open enrollment or when a qualifying event occurs.

#### 20.3.2 Premium Contributions – Full-Time Bargaining Unit Members

Effective October 1, 2013, the City shall contribute one hundred percent (100%) of the combined dental and vision benefit premium for full-time bargaining unit members.

Effective August 9, 2014, the City shall contribute ninety-five percent (95%) of the combined dental and vision benefit premium for full-time bargaining unit members, and full-time bargaining unit members shall pay five percent (5%) of the combined dental and vision care insurance premium.

#### 20.3.3 Part-Time Bargaining Unit Members

The City shall offer combined dental and vision care insurance coverage for part-time bargaining unit members. Regular part-time bargaining unit members may elect to enroll in combined dental and vision care insurance pursuant to Article 21.2.1 above and the City will contribute a percentage of the premium equaling ninety-five percent (95%) of the bargaining unit member's authorized position full-time equivalency (FTE) towards the selected coverage. The regular part-time bargaining unit member will be responsible for the balance of the combined premium through payroll deductions. If the

regular part-time bargaining unit member does not select coverage, no cash payment will be made in lieu of the insurance.

## 20.4 Life Insurance

### 20.4.1 Life Insurance Provided

The City shall provide term life insurance coverage in the amount of \$12,000 for each bargaining unit member. Bargaining unit members may purchase additional term life insurance (called Supplemental Insurance) on hire in \$10,000 increments up to \$100,000 guaranteed issue at cost through a payroll deduction system. Eligibility and additional amounts for bargaining unit member and spouse are available as provided by our insurance carrier and under the restrictions described on our Bargaining unit member Services Page (Life and Supplemental Life Insurance) for all City bargaining unit members. The City shall provide each bargaining unit member a certificate of coverage.

### 20.4.2 Life Insurance – Part-Time Bargaining Unit Members

The City shall provide \$12,000 term life insurance for regular budgeted part-time bargaining unit members.

## 20.5 Long-Term Disability Insurance

A long-term disability (LTD) insurance program (HJ Wilson 66.7% \$10,000 max – 45 day waiting period) offered through the IAFF L-1401 shall be provided to bargaining unit members who elect to enroll in the program under the terms set forth below.

### 20.5.1 City Contribution

During the term of the Agreement, the City will pay the monthly premium cost for full-time bargaining unit members who elect the LTD insurance coverage described above.

### 20.5.2 Part-Time Bargaining Unit Members

Part-time bargaining unit members may elect to participate in the LTD program and the City will contribute a percentage of the premium amount equaling the bargaining unit member's authorized position full-time equivalent (FTE) towards the selected coverage. The part-time bargaining unit member will be responsible for the balance of the premium through payroll deductions. If the part-time bargaining unit member does not select coverage, no cash payment

will be made in lieu of the insurance. Part-time bargaining unit members will have a one time option to participate subject to certain provisions of the law.

## 20.6 Additional Insurance Plans

The City shall deduct from an bargaining unit member's paycheck actual premiums paid by the City for supplemental health care insurance plans arranged by the City but paid for by the bargaining unit member, including but not limited to AFLAC, upon the bargaining unit member's written request.

## 20.7 Health Insurance For Future Retirees

### 20.7.1 City Contribution

Retirees are eligible for health insurance through PERS. For retirees the City has elected the unequal contribution method. This means the City contribution toward retiree health insurance shall be pursuant to the provisions of the California Public Bargaining unit members' Retirement Law, Section 22892(c) under the unequal method.

### 20.7.2 Retiree Compliance With Cal-PERS Requirements

Bargaining unit members who retire from the City must be in compliance with CalPERS health insurance requirements in order to be eligible for coverage by CalPERS during retirement. The retiree must follow the CalPERS health insurance program requirements.

### 20.7.3 Post-Retirement Medical Benefit Defined Contribution Plan

A trust agreement and plan document for a Post-Retirement Medical Benefit Defined Contribution Plan ("trust" and "plan" respectively) was adopted by the City Council and approved by the IAFF L-1401 in April 2005 which governs and controls the terms and conditions of the administration of the plan. The IAFF L-1401 reserves its right to adopt a successor trust agreement and plan document that would be administered by the IAFF L-1401 and that would replace the one administered by the City provided that said plan shall be in compliance with all applicable Internal Revenue requirements and the City shall be relieved of any responsibility for said successor plan except to make the contributions required pursuant to this Agreement.

The City shall contribute four percent (4.0%) of bargaining unit members' salary and salary related benefits, to the Retiree Medical



Benefits Program described in this section. The parties acknowledge that the City's four percent (4.0%) contribution described in this section was and continues to be funded by IAFF L-1401's decision to redirect funds from negotiated salary increases to the Post-Retirement Medical Benefit Defined Contribution Plan. The City's four percent (4.0%) contribution includes the following funds redirected by IAFF 1401:

Effective Date	Amount of Redirected Funds
July 1, 2002	One and one-half percent (1.5%) of salary and salary related benefits.
June 29, 2003	One-half percent (0.5%) of salary and salary related benefits.
July 1, 2004	One percent (1.0%) of salary and salary related benefits.
January 4, 2009	One (1.0%) of salary and salary related benefits.
Total City Contribution	Four percent (4.0%) of salary and salary related benefits.

Any disputes regarding the plan described in this paragraph are subject to the Letter of Understanding signed by the Parties and attached to this agreement.

#### 20.8 Domestic Partner Definitions

For purposes of this Article 20, the following definition applies:

“Domestic Partner” means a unit member who is in a domestic partnership that meets the criteria of California Family Code Section 297 and is formalized through registration with the California Secretary of State pursuant to California Family Code Sections 197 et. seq. For any Unit 2 member and that unit member's domestic partner registered with the Human Resources Department prior to October 15, 2013, the definition of “domestic partner” also includes, “City Registered Domestic Partner.”

### ARTICLE 21: RETIREMENT

## 21.1 City's Contract with CalPERS

The City shall continue its contract with the Public Employees Retirement System (CalPERS) for all active IAFF L-1401 unit members.— All the retirement benefits provided to IAFF L-1401 unit members are described in this Article 21.

### ~~21.1.11 History Of Prior City Contracts With CalPERS Contract Amendment~~

~~A history of prior amendments to the City's contracts with CalPERS is attached as APPENDIX B. The parties agree that APPENDIX B is provided as a historic reference to the timing of prior agreements about retirement benefits, and the parties agree that APPENDIX B shall not be used to interpret the language of the Agreement ratified by IAFF L-1401 and approved by the City Council. Upon the Union's ratification of the additional 1.5% cost sharing outlined in Sections 21.2.3 and, 21.3.3, below, City will adopt a CalPERS cost sharing amendment and submit it to CalPERS. In the event CalPERS does not approve the cost sharing amendment, the parties will continue their agreed-upon cost sharing arrangement pursuant to Government Code section 20516 (f).~~

### 21.1.2 History Of Prior City Contracts With CalPERS

A history of prior amendments to the City's contracts with CalPERS is attached as APPENDIX B. The parties agree that APPENDIX B is provided as a historic reference to the timing of prior agreements about retirement benefits, and the parties agree that APPENDIX B shall not be used to interpret the language of the Agreement ratified by IAFF L-1401 and approved by the City Council.

## 21.2 Tier One: Enhanced Safety 3.0% at 50 Retirement Program – Bargaining Unit Members Hired Before July 1, 2012.

Effective July 8, 2012, this Section 21.2 (including subsections) shall apply to safety bargaining unit members hired before July 8, 2012.

### 21.2.1 3% at 50 Pension Formula

The “3% at 50” enhanced retirement program will be available to bargaining unit members covered by this Section 21.2.

21.2.2 Final Compensation Based On Twelve Month Period

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 21.2 shall mean the highest twelve consecutive month period as specified in Government Code Section 21362.2.

21.2.3 Required Bargaining Unit Member Contribution

Bargaining unit members covered by this Section 21.2 shall retain member contributions made by the City ("EPMC") to members' CalPERS accounts made prior to October 20, 2013 as additional compensation for retirement purposes as provided in Sections 20636 and 20691.

~~Effective October 20, 2013, each bargaining unit member covered by this Section 21.2 shall pay through payroll deduction the 9.0% required bargaining unit member contribution. Effective July 27, 2014, each bargaining unit member covered by this Section 21.2 shall pay, through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 10.5% toward the normal cost of pension benefits. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to approve this paragraph of Section 21.2.3 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the IAFF L 1401 bargaining unit's approval and agreement to implement through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 10.5% toward the normal cost of pension benefits.~~

Effective August 9, 2015, each bargaining unit member covered by this Section 21.2 ~~shall pay, through payroll deduction, an additional 1.5% of PERSable compensation for~~has paid, through payroll deduction, a total CalPERS contribution of 12.0% toward the normal cost of pension benefits,~~; the maximum bargaining unit member contribution permitted by Government Code Section 20516.5. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to approve this paragraph of Section 21.2.3 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the IAFF L 1401 bargaining unit's approval and agreement to implement through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 12.0% toward the normal cost of pension benefits.~~

Effective March 31, 2019, each bargaining unit member covered by this Section 21.2 shall pay, through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 13.5% toward the normal cost of pension benefits. The City Council's approval of this MOU is subject to and contingent upon the IAFF L-1401 bargaining unit's approval and agreement to implement through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 13.5% toward the normal cost of pension benefits.

### 21.3 Tier Two: Safety 3.0% at 55 Retirement Program

Effective July 8, 2012, this Section 21.3 (including subsections) shall apply to bargaining unit members hired on or after July 8, 2012 and on or before December 31, 2012. In addition, this Section 21.3 (including subsections) shall apply to bargaining unit members hired on or after January 1, 2013 who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements:

#### 21.3.1 3.0% at 55 Pension Formula

The "3% at 55" retirement program will be available to bargaining unit members covered by this Section 21.3.

#### 21.3.2 Final Compensation Based On Thirty-Six Months

Effective July 8, 2012, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 21.3 shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

#### 21.3.3 Required Bargaining Unit Member Contribution

~~Effective July 8, 2012, each bargaining unit member covered by this Section 21.3 shall pay through payroll deductions the 9.0% required bargaining unit member contribution.~~

~~Effective July 27, 2014, each bargaining unit member covered by this Section 21.3 shall pay, through payroll deductions, an additional 1.5% of PERSable compensation for a total contribution of 10.5% toward the normal cost of pension benefits. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to approve this paragraph of Section 21.3.3 of the MOU. For this reason, this paragraph shall be subject to and~~

~~contingent upon the IAFF L-1401 bargaining unit's approval and agreement to implement through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 10.5% toward the normal cost of pension benefits.~~

Effective August 9, 2015, each bargaining unit member covered by this Section 21.3 ~~shall pay~~has paid, through payroll deduction, ~~an additional 1.5% of PERSable compensation for a~~ total CalPERS contribution of 12.0% toward the normal cost of pension benefits,~~; the maximum bargaining unit member contribution permitted by Government Code Section 20516.5. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to approve this paragraph of Section 21.3.3 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the IAFF L-1401 bargaining unit's approval and agreement to implement through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 12.0% toward the normal cost of pension benefits.~~

Effective March 31, 2019, each bargaining unit member covered by this Section 21.3 shall pay, through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 13.5% toward the normal cost of pension benefits. The City Council's approval of this MOU is subject to and contingent upon the IAFF L-1401 bargaining unit's approval and agreement to implement through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 13.5% toward the normal cost of pension benefits.

#### 21.4 Tier Three: New Retirement Tier For Safety Bargaining Unit Members Hired On Or After January 1, 2013

Effective January 1, 2013, this Section 21.4 (including subsections) shall apply to bargaining unit members who were hired or on after January 1, 2013 and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02 (c).

##### 21.4.1 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to bargaining unit members covered by this Section 21.4.

21.4.2 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

21.4.3 Required Unit Member Contribution

As required by Government Code Section 7522.04(g), bargaining unit members covered by this Section 21.4 shall pay, through payroll deductions, 50 percent (50%) of normal costs.

Effective August 9, 2015 ~~and as permitted by Government Code Section 20516~~, each bargaining unit member covered by this Section 21.4 ~~shall has paypaid~~, through payroll deductions, 50% of the normal costs plus an additional 1.5% of PERSable compensation toward the City's normal cost of pension benefits.

Effective March 31, 2019 each bargaining unit member covered by this Section 21.3 shall continue to pay, through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 50% of the normal cost plus an additional 1.5% toward the normal cost of pension benefits. The City council's approval of this MOU ~~istThe parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to approve this paragraph of Section 21.4.3 of the MOU. For this reason, this paragraph shall be~~ subject to and contingent upon the IAFF L-1401 bargaining unit's approval and agreement to implement through payroll deduction, 1.5% of PERSable compensation in addition to paying through payroll deductions 50 percent (50%) of normal costs.

21.5 Implementation Of Internal Revenue Code Section 414(h)(2)

The City shall make the employer contribution to PERS for each bargaining unit member and each bargaining unit member shall pay his/her own PERS member contribution, with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

As permitted by Section 414(h)(2) and Government Code Section 20516, effective August 9, 2015, each bargaining unit member who is hired or on after January 1, 2013, and who does not qualify for pension reciprocity as stated in

Government Code Section 7522.02 (c) shall pay through payroll deductions 1.5% of the City's normal cost of pension benefits.

Except as specifically stated in this Section, the City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from CalPERS during the term of this Agreement.

21.6 Sick Leave Conversion – Retirement Credit For Unused Sick Leave

Sick leave shall not be used to extend a date of retirement. Upon retirement, however, a bargaining unit member may convert any unused sick leave balance to service credit as permitted by CalPERS. (See also Section 19.1.6)

21.7 Military Service Credit.

If a bargaining unit member meets the criteria described in Government Code Section 21024, the bargaining unit member may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment by the City. The parties agree this benefit is provided by Section 20930.3 as it reads subsequent to January 1, 1977.

21.8 Fourth Level Of 1959 Survivor Benefits

The City amended its contract with PERS to provide Fourth Level of 1959 Survivor Benefits (Section 21574) effective January 4, 1998.

~~The City's cost (estimated by PERS to be \$8.50 per month per covered member) for this benefit shall be funded for several years from any current Fire surpluses in the City's PERS Survivor Benefit account. When these surpluses are depleted and PERS demands payment for the Fourth Level Survivor Benefits, Previously, the the IAFF L-1401 shall reimburse has reimbursed the actual costs incurred by the City, if any, by deduction from the payroll dues deduction. The City shall provide the IAFF L-1401 an accounting of credits and debits for which charges have been made.~~

Effective March 31, 2019, the City shall pay the cost to PERS for the Fourth Level Survivor Benefits.

21.9 Alternative Death Benefit

The City's shall provide the CalPERS optional benefit, Alternate Death Benefit for Local Fire Members Credited With 20 or More Years of Service described in Government Code Section 21547.7.

## ARTICLE 22: DISCIPLINE

### 22.1 Preservation Of Parties Positions And Rights

During negotiations for the 2013-2016 Agreement, the City asserted that City Charter Section 56 prohibits binding arbitration of discipline. The City has not agreed to submit disciplinary disputes to arbitration. IAFF L-1401 asserted that while Charter Section 56 *requires* arbitration of interest disputes, it *permits* the parties to negotiate about and agree to binding arbitration for disciplinary matters. IAFF L-1401 is unwilling to remove language from the MOU regarding discipline. The City and IAFF L-1401 acknowledge each party's position and agree to preserve their respective positions and rights regarding submission of disciplinary issues to Binding Arbitration.

By agreeing to include disputes over discipline which are limited to suspensions, reductions in salary, demotions, and terminations in this section, neither party has waived its rights, as set forth above, to claim that disciplinary matters are subject to, or not subject to, binding arbitration, in future negotiations or if Biding Arbitration is invoked under Section 22.3

### 22.2 Progressive Discipline

The City shall follow the principles of corrective progressive discipline as outline in the City of Santa Rosa Personnel Rules and Regulations Rule Seven (7). Disciplinary action shall be designed to fit the nature of the problem, the severity of the misconduct and the circumstances involved.

### 22.3 Causes For Disciplinary Action

Misconduct that may result in disciplinary action shall include, but not be limited to, those causes set forth in Personnel Rules and Regulations Rule Seven (7) Section Three (3).

### 22.4 Appeal Options

Upon the implementation of discipline as outline in Personnel Rules and Regulations, Rule 7, Section 6, Paragraph 10, the bargaining unit member shall have the option to appeal to the City Personnel Board or IAFF L-1401 may submit the proposed discipline to Binding Arbitration as enumerated in Section 23.0-Section 23.12 of this agreement.

### 22.5 Due Process

Pre and post disciplinary due process shall be followed to the extent required by case law and statutory law, including but not limited to the Public Safety



Officers Procedural Bill of Rights Act (Government code Section 3300 et seq.) for Fire Inspectors and Assistant Fire Marshals and the Fire Fighter Bill of Rights (Government Code Section 3250 et seq.) for Fire Fighters.

## **ARTICLE 23: GRIEVANCE PROCEDURE**

### **23.1 Definitions**

A “grievant” is a unit member, a group of unit members or IAFF L-1401.

A “grievance” is a claimed violation, dispute, misinterpretation, inequitable application or non-compliance with any provision of this memorandum of understanding, or any City ordinance, resolution, rule or regulation affecting working conditions.

### **23.2 Time Limits**

Time limits prescribed in this agreement may be extended by mutual agreement of the parties. Failure by the bargaining unit member or IAFF L-1401 to follow time limits, unless extended by mutual agreement, shall nullify the grievance. Failure by the City to follow the time limits, unless extended by mutual agreement, shall cause the grievance to move to the next grievance step.

### **23.3 Informal Grievance Resolution**

As soon as possible, but no more than fourteen (14) calendar days after the discovery of the event giving rise to a grievance, the grievant (or representative) shall present the grievance informally to the involved supervisor. If the grievance involves the relationship with the supervisor, it shall be submitted to the involved Manager. The grievant and supervisor have a mutual responsibility to resolve the matter at the lowest possible level.

If the grievance is not resolved through discussion with the supervisor, then the grievant (and/or representative) shall present the grievance informally to the Manager. The Manager shall respond in writing to the grievant within fourteen (14) calendar days if the decision is adverse to the grievant.

Utilization of these informal steps shall be necessary prior to filing a formal grievance.

#### 23.4 Formal Grievance Resolution

If the grievant feels that the issue was not resolved informally, a formal grievance shall be filed within fourteen (14) calendar days from the receipt of the written decision.

A formal grievance shall only be initiated by completing a form provided by the Human Resources Department. This form shall contain:

- A. Name(s) of grievant;
- B. Class title(s);
- C. Department;
- D. Working Address(es);
- E. A clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, memorandum of understanding; or other pertinent document involved;
- F. The date on which the grievance occurred;
- G. Proposed solution to the grievance;
- H. Date grievance form completed;
- I. Signature of grievant(s); and
- J. Name of organization; or representative, if any, representing the grievant.

##### Step 1

Within fourteen (14) calendar days after the formal grievance is filed, the Department head or designated representative shall investigate the grievance, confer with the grievant and attempt to resolve the issue. The Department head has the responsibility, after considering all pertinent information, to make a decision in writing.

##### Step 2

If the grievance is unresolved to the satisfaction of the grievant, the grievant may, within fourteen (14) calendar days after receipt of the Department head's decision, request the City Manager/designee to consider the decision rendered by the Department head. Such request shall be in writing and filed with the Human Resources Director.

### Step 3

Within fourteen (14) calendar days after receipt of the written request, the City Manager/designee shall investigate the grievance, confer with unit members affected and their representatives to the extent deemed necessary, and render a decision in writing.

If the decision of the City Manager/designee resolves the grievance to the satisfaction of the grievant, it shall be final and binding.

#### 23.5 Conflict Resolution Team Process

The City and the IAFF L-1401 encourage the grievant and the City to participate in the Joint City-IAFF L-1401 conflict resolution process. If mutually requested or agreed upon by the grievant and the City, the conflict resolution team (CRT) shall schedule a conflict resolution meeting. IAFF L-1401 shall appoint two members of the conflict resolution team, the Director of Human Resource shall appoint one member of the conflict resolution team, and the Department shall appoint one member. The CRT shall work with the grievant and the City in an attempt to resolve the grievance or disciplinary matter. While the CRT is meeting with the grievant and the City, the IAFF L-1401 and the City may agree to extend applicable time limits. The CRT may request the assignment of a mediator from the State Conciliation and Mediation Service.

#### 23.6 Submission To Arbitration

Only the IAFF L-1401 may present an unresolved grievance to arbitration by submitting a letter to the Human Resources Director requesting that the matter be submitted to arbitration. Such letter request must be submitted to the Human Resources Director within fourteen (14) calendar days after receipt of the City Manager or designee's decision. Any grievance submitted to arbitration shall be limited to the grievance originally filed at the first step, except as amended by mutual agreement, and properly processed through the grievance procedure.

#### 23.7 Selection Of Arbitrator

The City and the representatives of the unit member organization may stipulate to have the issues resolved by a single arbitrator agreed upon by the parties. If the parties are unable to agree to a single arbitrator, then within fourteen days after either party has notified the other in writing that it desires to proceed to arbitration, each party shall select and appoint one arbitrator to the Arbitration Board. The third member of the Arbitration Board shall be selected by agreement between the City and the unit member organization and shall serve as the neutral arbitrator and Chairperson of the Board. In the

event that the City and the unit member organization cannot agree upon the selection of the neutral arbitrator within ten days after the appointment of the arbitrators referenced above, then either party may request the State Mediation and Conciliation Service of the State of California Department of Industrial Relations to provide a list of seven unit members to act as the neutral arbitrator, the parties shall alternately strike names from the list of nominees until one name remains and that unit member shall then become the neutral arbitrator and the Chairperson of the Board.

23.8 Arbitration Expenses

The parties shall share equally the expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the Chairperson of the Arbitration Board and the costs of the preparation of the transcript of the proceedings. All other expenses shall be paid by the party incurring such expenses.

23.9 Arbitrator's Duties And Power

The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation in respect to the alleged grievance and determine the remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and argument presented by the respective parties, including the factors set forth in City Charter Section 56(f), 56(g), 56(h), 56(i), if applicable. The decision and/or award of the Arbitrator shall be final and binding upon the City, the IAFF L-1401 and the unit member affected, except to the extent provided by Section 56(h) of the Charter of the City of Santa Rosa.

## **ARTICLE 24: STAFFING**

The Fire Chief shall determine the staffing for all Fire Department apparatus and operations.

## **ARTICLE 25: LAY-OFF AND BUMPING**

25.1 City's Decision To Layoff Is Not Negotiable

The City and IAFF L-1401 acknowledge the City has the sole and exclusive right to decide to layoff unit members as a result of a reduction in funds, work, or services.

## 25.2 IAFF L-1401's Right To Meet And Confer

The City and IAFF L-1401 acknowledge that IAFF L-1401 has the right to negotiate about the impact of a layoff, including notice period, bumping rights, recall and reemployment rights, and the impacts of other aspects of a City decision to lay off unit members within the scope of representation. IAFF L-1401 agrees that the City has met and conferred with IAFF L-1401 about the layoff issues within the scope of representation and the resulting agreements are included in this Article.

## 25.3 Layoff Procedure

### 25.3.1 Suppression Division Linear Bumping

Bumping in the suppression division shall be done in a linear manner, regardless of whether a unit member has held the position s/he is bumping into: Deputy Chief bumping Division/Battalion Chief; Division/Battalion Chief bumping Fire Captain; Fire Captain bumping Fire Engineer; Fire Engineer bumping Fire Fighter.

### 25.3.2 Deputy, Division, Battalion Chief Bumping Rights

Management personnel hired into the department at the Deputy, Division or Battalion Chief level shall have bumping rights only to the lowest position held within the Santa Rosa Fire Department.

### 25.3.3 Prevention Bureau Linear Bumping

Bumping in the prevention division shall be done in a linear manner ~~Senior Fire Inspector~~ Assistant Fire Marshal bumping Fire Inspector I.

### 25.3.4 Department Seniority List By Rank

Layoff and bumping shall be implemented through the Department List of Seniority by Rank. Unit members with the lowest rate class seniority shall be displaced or laid off first.

### 25.3.5 Enhanced Rate Class Seniority

Once a unit member is demoted/bumped to a lower rank enhanced rate class seniority shall apply. Enhanced rate class seniority shall be calculated by adding time in the previously held higher rank, to the time served in the lower rank into which a unit member has been bumped. If the unit member never held the rank they are being

demoted into, enhanced rate class seniority shall be determined by the amount of time previously spent in a higher position in the division. Enhanced rate class shall be applied in all situations after a unit member has been reduced one level due to position reductions.

25.3.5.1 Tie Breaker For Identical Enhanced Rate Class Date

When the unit members new enhanced rate class date is the same as other unit members in the new position, the tie breaker shall be rank on the promotion list for that position.

25.3.5.2 Unit Member Never Ranked On Promotion List

When the unit members new enhanced rate class seniority date is the same as other unit members' rate class seniority date and the unit member never ranked on the promotion list, the unit member shall go to the bottom of the list of unit members with that date.

25.4 Division Seniority Check

Before a unit member is laid off, a final check for division seniority will be performed. If the unit member identified for layoff has more division seniority than anyone else in the division (Operations: Deputy Chief, Battalion Chief/Division Chief, Captain, Engineer or Fire Fighter, Prevention: Assistant Fire Marshal~~Senior Inspector~~, Fire Inspector I) they shall be retained and the unit member with the least division seniority will be laid off.

25.5 Reinstatement Rights For Laid Off Unit Members

25.5.1 Reinstatement For Position Eliminations

Unit members who are laid off as a result of position eliminations will have reinstatement rights for a period of 18 months. In accordance with the Personnel Rules and Regulations, Rule 4, the City Manager may extend reinstatement up to a 24-month period.

25.5.2 Eligibility For Reinstatement

- a) Unit members in laid off status must update the City's Human Resources Department on change of contact information.
- b) The City shall notify the unit member eligible for reinstatement by telephone or email message. If the unit member does not

respond within 3 days, the City shall notify the unit member in writing delivered by a commercial carrier with signature confirmation.

- c) The unit member shall respond in writing to the City's invitation to return to their previous position within 10 working days of receiving the City's first confirmed notification. Unit members who do not respond within 10 working days, the City shall remove the unit member's name from the reinstatement list.
- d) If a unit member rejects the City's invitation to return to the previous position or the unit member fails to respond to the City's invitation, the unit member's name shall be removed from the reinstatement list.
- e) To be eligible for reinstatement, unit members in laid off status must remain qualified for the position and pass a City physical.

#### 25.5.3 Demoted Unit Members

Unit members demoted as a result of position eliminations shall have first right of return to past positions held (Operations: Deputy Chief, Battalion Chief/Division Chief, Engineer or Captain, Prevention: Assistant Fire Marshal (previously Senior Fire Inspector)) for a three-year period of time. To remain eligible for reinstatement, unit members demoted through the lay-off and bumping process must:

- a) Unit member remain qualified for the position.
- b) Unit member respond to Human Resources invitation to return to their previous position within 10 working days Unit members who do not respond within 10 working days will lose their first right of return.

#### 25.5.4 Removal From First Right Of Return List

Once a unit member refuses the opportunity to return to a previously held position, the unit member's name shall be removed from the first right of return list.

#### 25.5.5 Unit Members On Probation When Demoted

The following applies to unit members who are on probation when they are demoted due to budget reductions:

- 1) If return to the previously held higher position occurs within 12 months of the demotion, the unit member shall serve the remaining period of required probation.
- 2) If the return to the previously held higher position occurs more than 12 months after the demotion, the unit member shall start the probationary period over.

#### 25.5.6 Reinstatement Based On Seniority

Reinstatement and first right of return shall be based on division seniority.

### 25.6 Impacts Of City's Decision To Employ Six Additional Unit Members

On several dates in 2013, representatives from the City and IAFF L-1401 met and conferred over the impact of the City's decision to employ six additional unit members. The City and IAFF L-1401 agree to mitigate the impact by working together throughout the FYs 13/14 and 14/15 to discuss projected retirements and anticipated hiring plans to meet the interests of depth, flexibility, and staffing to prevent potential lay-offs in May of 2015.

#### 25.6.1 Notice And Opportunity To Bargain About Effects Of Layoffs

The City and the IAFF L-1401 acknowledge that the City's decision to increase the level of services by employing six Fire Fighters is a managerial policy decision regarding the level of fire operations and is outside the scope of representation. Similarly, any future City decision to lay off Fire Fighters is outside the scope of representation.

In the event the City decides to layoff bargaining unit members after the SAFER grant funds have been exhausted in May 2015, the City agrees to give the IAFF L-1401 notice and opportunity to bargain about the effects of the City's layoff decision.

During fiscal years, 2013-2014 and 2014-2015, the City and the IAFF L-1401 agree to informally share information about bargaining unit members' projected retirement dates and the City's recruitment plans for replacement unit members. During February 2015, with the mutual goal of avoiding or mitigating the need for layoffs, the



City and the IAFF L-1401 agree to share information about any potential unit member layoffs in May 2015.

#### **ARTICLE 26: LABOR/MANAGEMENT COMMITTEE**

Quarterly meetings shall be held between the IAFF L-1401 and Management to promote a positive relationship between the parties. IAFF L-1401 representation shall include three members from the Executive Board. Management shall be represented by the Fire Chief, the Deputy Fire Chief, and one additional Chief Officer.

In the first six months of this Agreement, IAFF L-1401 and the City agree to develop a plan for motivating, educating, and encouraging fire unit members to respond to call backs. Follow-up and additional action planning will occur throughout the term of this agreement.

#### **ARTICLE 27: PEACE OFFICERS**

Unit Members in the classification of Fire Inspector~~I~~, and ~~Senior Fire Inspector~~Assistant Fire Marshal are designed peace officers effective July 1, 1997, when acting in their capacity to enforce laws relating to fire prevention under Penal Code Section 830.37(b).

#### **ARTICLE 28: SIDE LETTERS**

All side letters not incorporated into or attached to this Agreement shall expire on ~~October 1, 2013~~March 26, 2019. This MOU constitutes the entire Agreement between the City and IAFF L-1401.

#### **ARTICLE 29: PARTICIPATION CALIFORNIA TASK FORCE FOUR**

The City decided to participate in the USAR agreement with the Oakland Fire Department. The City and IAFF l-1401 met and negotiated about the impact of the City's decision on the bargaining unit members' terms and conditions of employment. The City and IAFF l-1401 agreed to the following:

1. Unit Member participation in the CA-TF4 is voluntary. The City of Santa Rosa's participation is optional.

2. The City will allow up to twelve unit members to participate as CA-TF4 team at any one time. If a unit member is in a reserve status, that unit member will not be included in the twelve positions.
3. At all times, one unit member will be assigned as the agency/department representative to CA-TF4 from the twelve designated members. The City has the right to determine the representative from willing unit members assigned to CA-TF4.
4. If there is no willing unit member assigned to the team who will serve as agency/department representative, the City will no longer participate in CA-TF4 and will notify CA-TF4 with 30 days.
5. For the 12 participating unit members, the City will pay up to \$400 toward the cost of the initial uniform purchase for any unit member assigned to the team. After the initial purchase, each unit member and/or CA-TF4 shall be responsible for the maintenance and repair of uniforms.
6. The City shall give each unit member assigned to the team two compensation options for participation in CA-TF4. No later than July 1 of each year, the unit member shall select option #1 or #2 and shall notify the City of the option selected.

6.1 Option #1:

The member will receive the equivalent of 24 hours at one and half times of their base rate of pay. Payment will be administered in the same manner as department paramedic CE pays with a pay-out in August after the first year of a member's participation.

6.2 Option #2:

The member can choose 24 hours of time. If the Member opts to use the 24 hours of time, it will be managed by the CATF-4 agency/department representative on a monthly basis, and reported to the Training and Safety Chief. It will be the member's responsibility to advise the agency/department representative via E-mail that he/she has used T-USAR hours. When using T-USAR the members shall only take 5 hours blocks of time. Once the Member reaches 20 hours of time used to attend training or meetings, the agency/department representative will send an E-mail stating that the Member has use the 20 hours and that they have an additional 4 hours of time left.

7. Unit members selecting Option 1 training events on duty days away from their regularly assigned duty days in the Santa Rosa Fire Department if the member chooses Option 1 in section 6.A.
8. Each member must be in good standing with CA-TF4 this information will be provided by the CA-TF4 program manager and will be on signed letterhead from the administration office to the Santa Rosa Fire Department by June 1 of each year.
9. If a unit member leaves the team at anytime during the fiscal year, changes to that unit member's status to reserve, or the City terminates participation with CA-TF4 the pay out will be pro-rated based on calendar days and the participating members' documentation of training hours during that period.
10. The Fire Captain assigned to Training and Safety and any other member assigned to a 40-hour workweek may elect to attend on their regular assigned duty days and will be provided no additional compensation for that time.
11. If the members assigned to a 40-hour work week attend training on their non assigned duty days, they will be compensated up to the amount of hours used during the fiscal year not to exceed 17 hours in a fiscal year.
12. The City shall provide transportation to participating members provided that there are vehicles available.
13. All other provisions covered under the Memorandum of Agreement between the City of Oakland Fire Department and the Santa Rosa Fire Department dated February 16, 2005 will remain in effect until a successor MOA is entered into agreement.

**RECOMMENDATION**

The IAFF L-1401's Meet and Confer Committee shall recommend the ratification of this Agreement to the unit members in the City's Unit #2 — Fire Fighting and upon such notification both Meet and Confer Committees shall recommend approval of this Agreement to the City/Council.

FOR THE CITY

FOR IAFF L-1401

\_\_\_\_\_  
Art Hartinger

\_\_\_\_\_  
Tim Aboudara

\_\_\_\_\_  
~~Bill Shubin~~ Scott Westrope

\_\_\_\_\_  
Mark Pedroia

\_\_\_\_\_  
Jeremia Mills

\_\_\_\_\_  
Jim Feige

\_\_\_\_\_  
Matt Da Cunha

\_\_\_\_\_  
Kevin Fleming

\_\_\_\_\_  
Sam Hoel

\_\_\_\_\_  
Craig Lockett

FOR THE CITY:

FOR IAFF L-1401

~~Chris Coursey~~ Tom Schwedhelm  
Mayor

Timothy Aboudara, Jr.  
President, IAFF L-1401

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Sue Gallagher  
City Attorney

Date: \_\_\_\_\_

**APPENDIX A  
SIDELETTER INCORPORATION**

**CITY OF SANTA ROSA  
IAFF LOCAL 1401 NEGOTIATIONS**

Article 28 reads, “All side letters not incorporated into or attached to this Agreement shall expire on October 1, 2013. This MOU constitutes the entire Agreement between the City and IAFF L-1401.”

~~The parties agreed to attach no side letters to the MOU.~~—The parties previously incorporated many elements of prior side letters into the MOU. The parties agree that APPENDIX A is provided as a historic reference to the prior side letters, and the parties agree that APPENDIX A shall not be used to interpret the language of the Agreement ratified by IAFF L-1401 and approved by the City Council.

#	Date	Side Letter Description	
1	6/21/91	Seniority for new Firefighters	Entire subject covered by MOU, Article 25.
2	8/9/01	Fire Engineer Agreement	Engineers incorporated throughout the MOU.
3	8/9/01	Haz Mat Operational Agreement	Entire subject covered by MOU, Article 16.
4	3/14/06	Work Schedule for Recruits	Entire subject covered by MOU, Article 14.
5	3/14/06	Union Business Leave	Entire subject covered by MOU, Article 10.
6	4/9/08	Public Safety Physicals	Entire subject covered by MOU, Article 13.
7	5/8/08	Change from 1 Relief Positions per Platoon	Voided and not covered in the MOU.
8	5/20/08	Temp Suspension of Driving Privileges	Entire subject covered by MOU, Article 13.
9	10/3/08	Call Back –Mandatory Hold Over Time	Entire subject covered by MOU, Article 16.
10	10/21/08	CA Kelly Schedule to 48x96 Schedule	Entire subject covered by MOU, Article 14.
11	2/23/09	FI Schedule Change from 4-10 to 9-80 (NRP)	Entire subject covered by MOU, Article 14.

<b>#</b>	<b>Date</b>	<b>Side Letter Description</b>	
12	3/5/09	FI Schedule Change to Align 4-10	Entire subject covered by MOU, Article 14.
13	5/13/09	Participation in CA Taskforce-4	Entire subject covered by MOU, Article 29.
14	5/13/09	Tuition Reimbursement	Entire subject covered by MOU, Article 13.
15	7/1/09	Single Engine Co Brown Out Impacts	Entire subject covered by MOU, Article 25.
16	8/26/09	FI Flextime	Entire subject covered by MOU, Article 14.
17	4/14/10	Lay-offs and Bumping	Entire subject covered by MOU, Article 25.
18	6/3/10	Transfer of Toby Rey to Firefighter	Voided & not covered by MOU.
19	10/6/10	457 loan, Union Check Program, Badge Number Assignments	Entire subject covered by MOU, Article 10.
20	2/8/11	Hazardous Material Pay for CUPA Program	Entire subject covered by MOU, Article 16.
21	2/8/11	Sick Leave Incentive Program Payout	Entire subject covered by MOU, Article 19.
22	3/22/11	FIREPAC Check Off Program	Entire subject covered by MOU, Article 10.
23	2/7/13	PEPRA Implementation for Unit 2	Entire subject covered by MOU, Article 21.

**APPENDIX B  
HISTORY OF PRIOR CITY CONTRACTS WITH CALPERS**

Section 21.1.1 of the MOU reads as follows:

21.1.1 History Of Prior City Contracts With CalPERS

A history of prior amendments to the City’s contracts with CalPERS is attached as APPENDIX B. The parties agree that APPENDIX B is provided as a historic reference to the timing of prior agreements about retirement benefits, and the parties agree that APPENDIX B shall not be used to interpret the language of the Agreement ratified by IAFF L-1401 and approved by the City Council.

<b>Date</b>	<b>Amendment to City’s Contract With CalPERS</b>
March 20, 2012 Amendment #4 to the 2006/2007 through 2011/2012 MOU.	The City and IAFF L-1401 agreed to a new, second tier retirement formula, including 3.0% @ 55 and 36 month final compensation. The second tier was effective on July 8, 2012.
July 12, 2011 Amendment #3 to the 2006/2007 through 2011/2012 MOU.	<p>The City shall report 9% (effective July 1998) EPMC to PERS as additional compensation for retirement purposes as provided in GC Sections 20636 and 20691, and is for the rate of classifications in the Unit. Such reporting will continue only to the extent permitted by the PERS laws. Further, if changes to the PERS laws require that the EPMC be reduced, only the remaining EPMC will be reported to PERS as additional compensation for retirement purposes; and, if such changes require that the EPMC be eliminated, no additional compensation shall be reported to PERS.</p> <p>Articles 44.8 and 44.9 are renumbered Articles 44.12 and 44.13, and new Articles 44.8 through 44.11 are added to read as follows:</p> <p>Cost-sharing contributions: The cost-sharing described in Articles 44.9 and 44.10 below are made under section 20516(f) of the California Public Employees’ Retirement Law (PERL). In accordance with section 20516(f), the City and Union agree that employees’ cost-sharing contributions will fund the cost of the 3%@50 benefit, an “optional benefit” provided to employees effective July 1, 2001.</p>



Date	Amendment to City's Contract With CalPERS
	<p>According to the CalPERS actuary, the maximum allowable cost sharing for that benefit is 10.790% of employees' compensation earnable (i.e., PERSable compensation, excluding the value of EPMC) through June 30, 2021. Accordingly, the maximum employee cost-sharing contributions will not exceed 10.79% of employees' PERSable compensation, excluding the value of EPMC. The cost-sharing described in Articles 44.9 and 44.10 will not be documented in a contract amendment with PERS; accordingly, the cost-sharing contributions under those Articles will not be treated as member contributions for PERS purposes. The City will adopt a 414(h)(2) pick-up resolution, characterizing the cost-sharing contributions as pre-tax Employer contributions for federal income tax purposes.</p> <p>Effective July 1, 2011, the Union shall contribute 3% of PERSable compensation, excluding the value of EPMC, for the Employer cost of the optional benefit known as 3%@50. The 3% amount will be deducted from City pay and no employee may elect to receive cash in lieu of the contribution.</p> <p>Effective July 1, 2012, the Union shall contribute 2% of PERSable compensation, excluding the value of EPMC, for the Employer cost of the optional benefit known as 3%@50. The 2% amount will be in addition to the 3% cost-sharing contribution required under Article 44.9. In addition the 2% amount will be deducted from City pay and no employee may elect to receive cash in lieu of the contribution.</p> <p>If PERS law eliminates the City's ability to pay the 9% Employer Paid Member Contribution (EPMC) under Article 44.6.5, the Union shall pay the full 9% member contribution to PERS. In such event, the City shall pay the Fire Fighters for one half of the EPMC payment (4.5% of PERSable compensation, excluding the value of EPMC), as salary, and Employer cost-sharing as outlined in Article 44.9 and 44.10 shall be converted into payment of toward the employees' mandated contribution, and credited as a member contribution.</p>

<b>Date</b>	<b>Amendment to City's Contract With CalPERS</b>
August 2003	The City amended its contract with PERS to add the "Alternate Death Benefit for Local Fire Members Credited With 20 or More Years of Service" as provided by Government Code Section 21547.7.
June 31, 2002	The parties agreed that an additional 1.6% of PERS salary was to be deducted from employee paychecks.
December 30, 2001	<p>The City revised its implementation of Section 414(h)(2), so that the employee's entire normal contribution is paid by the City pursuant to the EPMC plan.</p> <p>The City's payment or "pick-up" of an employee's normal PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto and by the California Franchise Tax Board. It is understood that the California State Legislature or Congress may alter the statutory authority for this tax treatment and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings either by other rulings or by issuing new regulations.</p> <p>The IAFF L-1401 shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability including, but not limited to, liability for back taxes and all claims or any type by the IRS, Franchise Tax Board, Unit employees or their heirs, successors or assigns arising out of this Agreement to pay or partially pay or "pick-up" an employee's normal contribution to PERS.</p>
July 1, 2001	The parties agreed that an additional 3.6% of PERS salary was to be deducted from the employee biweekly paycheck.
July 1, 2001	The City amended its contract with PERS to provide Fire Safety Personnel with the "3% @50 Full Formula" Retirement Plan.

<b>Date</b>	<b>Amendment to City's Contract With CalPERS</b>
February 11, 2001	It was agreed that a 3.8% of PERS salary was to be paid to PERS by a deduction from the employee biweekly paycheck.
2001-2006 MOU	The 2001-2006 Agreement indicated that effective July 1, 2001, the City paid the employee contribution to PERS equal to 5.4% and the employee paid 3.6% PERS payment. In addition, the City reported the 5.4% City paid portion as EPMC. Effective December 30, 2001 the City paid the employee contribution equal to 9% and reported this City paid portion as EPMC which is additional compensation for retirement purposes as provided in GC Sections 20636 & 20691 and is for the rate for classifications in the Unit.
July 1998	The City shall report 9% EPMC to PERS as additional compensation for retirement purposes as provided in GC Sections 20636 and 20691 and is for the rate for classifications in the Unit.
January 4, 1998	<p>The City amended its contract with PERS to provide Fourth Level of 1959 Survivor Benefits (Section 21574) effective January 4, 1998.</p> <p>The City's cost (estimated by PERS to be \$8.50 per month per covered member) for this benefit shall be funded for several years from any current Fire surpluses in the City's PERS Survivor Benefit account. When these surpluses are depleted and PERS demands payment for the Fourth Level Survivor Benefits, the IAFF L-1401 shall reimburse the actual costs incurred by the City, if any, by deduction from the payroll dues deduction. The City shall provide the IAFF L-1401 an accounting of credits and debits for which charges have been made.</p>
January 1, 1997	The City revised its implementation of Section 414(h)(2), so that the employee's entire normal contribution is paid by the City pursuant to the EPMC plan.

Date	Amendment to City's Contract With CalPERS
January 1, 1996	The City revised its implementation of Section 414(h)(2), so that one-third (1/3) of the employee's normal retirement contribution continued in the PERS "Pick-Up" and two-thirds (2/3) is paid by the City, pursuant to the EPMC plan pursuant to 414(h)(2).
July 1, 1995	The City amended its contract with PERS effective July 1, 1995, so that an employee who retires may convert unused sick leave balance to service credit as provided by Government Code Section 20862.8.
January 1, 1995	<p>The City shall continue the implementation of Section 414(h)(2) of the Internal Revenue Code concerning tax treatment of the employee's retirement contribution designated by PERS as PERS "Pick-Up" as follows:</p> <p>Effective January 1, 1995, the City revised its implementation of Section 414(h)(2) for employees, so that two-thirds (2/3) of the employee's normal retirement contribution continues in the PERS "Pick-Up" plan and one-third (1/3) is paid by the City, pursuant to the plan designated by PERS as Employer Paid Member Contribution (EPMC). EPMC was also implemented pursuant to 414(h)(2).</p>
July 1, 1994	The City amended its contract with PERS so that an employee may buy back the employee's military services as provided by Government Code Section 20930.3. The parties agree that this benefit is provided by Section 20930.3 as it reads subsequent to January 1, 1977.
January 1, 1989	The City amended its contract with PERS to provide the 2% at 50 Retirement Plan. Such plan is more specifically known as Public Employee's Retirement System, Local Safety Members 2% at 50 Full Formula, as defined in Retirement Law Section 21252.01.
November 1, 1983	The City amended its contract with PERS to provide the so-called "single highest year" Final Compensation formula.

**Side Letter to the Memorandum of Understanding  
July 1, 2016 to June 30, 2017**

**Impacts of City's Decision To Hire at a Level Permitting the Department to Employ Three Relief Unit Members**

In recognition of the uncertainties created by the expiration of Measure P, during negotiations over a successor MOU in 2016, representatives from the City and IAFF Local 1401 met and conferred over the impact of the City's decision to employ a relief pool of up to three unit members during FY2016-17, rather than six unit members as referred to in MOU Section 25.6. The City and IAFF Local 1401 agree to mitigate the impact by working together throughout FY2016-17 to discuss projected retirements and anticipated hiring plans to meet the interests of depth, flexibility and staffing to prevent potential layoffs.

For the City		For IAFF Local 1401
Date		Date

**Side Letter of Understanding**  
**Between City of Santa Rosa and IAFF Local 1401**

During negotiations on a successor MOU to the 2016-2017 MOU between the City of Santa Rosa and IAFF Local 1401 (collectively the “Parties”), issues were raised related to the trust that funds Local 1401’s Post-Retirement Medical Benefit Defined Contribution Plan. These issues relate to the administration of the trust but also potentially implicate MOU interpretation issues. Full resolution of these issues requires involvement of retired members of IAFF, who are not parties to the negotiations of a successor MOU.

In an attempt to resolve this matter without delaying the adoption of a successor MOU, the Parties agree to the following:

- Between now and July 1, 2020, the Parties shall engage in a collaborative process, involving all affected Parties, to identify resolutions to these issues;
- In the event any identified resolution creates economic costs for the City, the Parties agree negotiation of said resolution will not commence until negotiations over the successor MOU commence, absent mutual written agreement of the parties; and
- Local 1401 shall not institute any grievance or other adjudicatory proceeding regarding these matters prior to July 1, 2020.

<u>For the City</u>		<u>For IAFF Local 1401</u>
<u>Date</u>		<u>Date</u>