

SIDE LETTER AGREEMENT BETWEEN
CITY OF SANTA ROSA & SANTA ROSA FIRE FIGHTERS ~~—LOCAL 1401~~

New Classification- Single Role Paramedic, in Unit 2- Firefighting.

The City of Santa Rosa (the “City”) and Santa Rosa Fire Fighters ~~—Local 1401~~ (the “Union”) and together with the City (the “Parties”) are subject to a Memorandum of Understanding for the term of July 1, ~~2021-2024~~ through June 30, ~~2024-2026-2027~~ (the “MOU”).

The City created the new classification of Single Role Paramedic in Unit 2 ~~— Firefighting to operate with the— Firefighting, with a salary range of \$71750 to \$87212, annually in Unit 2— Firefighters to be effective upon Council approval, to operate the new~~ In RESPONSE team and agreed to a side letter that incorporated the Single Role Paramedic classification into the MOU.

The Parties subsequently met and conferred in good faith, to negotiate an update to the prior side letter incorporating how to best incorporate the Single Role Paramedic into the MOU with this updated side letter agreement (“Agreement”).

Single Role Paramedics shall be a recognized group classification of the L1401 Unit 2 group. As such, all sections of the L1401 Unit 2 MOU not otherwise identified in the side letter shall also be enforced for the Single Role Paramedic.

The Parties hereby agree as follows:

1. Article 12.1 SALARIES

~~Single Role Paramedic Annual Salaries Effective April 26th, 2022~~

1	2	3	4	5
71750	75337.5	79104.38	83059.59	87212

~~Effective the first full pay period following July 1, 2023, members shall receive an additional 2.5% wage twenty one percent (21%) increase.~~

~~COLA increases shall be in accordance with increases received by L1401 Unit 2 bargaining unit.~~

~~Effective the first full pay period of September 2024, which began on September 8, 2024, the salary for the Single Role Paramedic classification shall increase by 6.00%.~~

~~Effective first full pay period following July 1, 2025, the salary for the Single Role Paramedic classification shall increase by 3.00%.~~

~~Effective first full pay period following July 1, 2026, the salary for the Single Role Paramedic classification shall increase by 3.00%.~~

2. Shift differential (new language)

Effective the first full pay period that includes the date on which City Council approves this Agreement, Unit members regularly assigned to (i) a swing shift shall receive additional compensation of three percent (3%) and (ii) a night shift shall receive additional compensation of five percent (5%). This differential shall be limited to time actually worked during the employee's regularly scheduled work hours (excluding paid time off).

Nothing herein shall restrict the City from changing shift times, adding shifts, or deleting shifts subject to meet and confer or as otherwise set forth in this Agreement or the MOU.

2.3. Article 14: WORK SCHEDULE AND OVERTIME

Single Role Paramedics will receive overtime after 40 hours worked in a work week.

4. 14.3 Work Hours

14.3.1 For Single Role Paramedic assigned to a 4/10 or a 36/48 on a 12-hour basis 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.

3.5. Article 14.8.2 Compensatory Time Off.

Single Role Paramedic shall have the same Compensatory time off provisions as described in Article 14.8.2, sections 14.8.2.1 through 14.8.2.5 and 14.8.3.

6. Article 16.16 Medi-Cal Mobile Crisis Training Certification

The City shall pay Single Role Paramedics who complete and are certified in Medical Mobile Crisis training a five percent (5%) premium pay in addition to their base pay.

To be eligible to receive Medi-Cal Mobile Crisis Training (M-Tac) certification pay, a bargaining unit member must become M-TAC certified by completing all required trainings offered by the Medi-Cal Mobile Crisis Training and Technical Assistance Center and the following four supplemental trainings offered Medi-Cal Mobile Crisis Training and Technical Assistance Center:

- Triage and Appropriate Dispatch of Mobile Crisis Teams (including tool)
- Suicide Prevention
- Provider Safety Recorded Training
- Crisis Assessment Part 2 (including tool)

To be eligible to receive this certification incentive, Single Role Paramedics must submit a copy of their certifications to the ASO or Deputy Chief of Administration with a written request for the applicable incentive. The City will implement the certification incentive pay as soon as administratively possible after receiving the Single Role Paramedic's complete submission.

Articles 16.3.2.5+6.6 through 16.3.2.8+6.8 are applicable to Single Role Paramedics and the above certification pay.

4.7. Article 17 Vacation

Single Role Paramedic will accrue vacation at the same rate as Fire Inspector and Assistant Fire Marshal as described in the chart in article 17.1.

5.8.18.1 Holidays

Effective upon City Council approval of this agreement, Single Role Paramedics will receive Holiday Pay as additional compensation equal to 6.~~7325~~% of their base salary each pay period in recognition of the fact they work in positions that require scheduled staffing without regard to the ~~twelve (12)~~^{eleven} City- recognized holidays listed in article 18.1 (floating holidays excluded), as described in article 18.3. Article 18.2 does not apply to Single Role Paramedics.

6.9. Article 19.1 Sick Leave

Single Role Paramedic will accrue sick leave at the same rate as Fire Inspector and Assistant Fire Marshal as described in the chart in article 19.1.1.

7.10. Article 19.1.7 Sick Leave – Initial Probationary Period

The City Manager's Office may allow Single Role Paramedic on probation to use sick leave before it has been earned at the same level as Fire Inspector, and Assistant Fire Marshal as described in article 19.1.7.

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

Single Role Paramedic will have the same Sick Leave retirement buyback provisions as Fire Inspector and Assistant Fire Marshal as described in Article 19.1.9.

9.12. Article 19.2 Industrial Injury or Illness

Single Role Paramedic are not eligible for benefits under Section 4850 of the Labor Code at this time, due to this classification not being included in the code. Should Labor Code 4850 be changed to include this classification, the City and Unit 2 agree to modify the Single Role Paramedic from the below agreed upon industrial injury or illness model and place them under the 4850 model

- a. Industrial injury or illness benefits shall be payable in situations where employee absence is due to industrial injury or illness as provided in California Workers' Compensation law and City policies.
- b. Employees may select one (1) of the two (2) plans outlined below to receive benefits upon suffering an industrial injury or illness. Employees who do not specifically choose one (1) of the two (2) plans shall be compensated in accordance with the City Supplemental Workers' Compensation Plan.
- c. City Supplemental Workers' Compensation Plan This plan supplements the State plan and provides:
 - (a) The employee shall receive full salary from the City.
 - (b) This plan provides for full salary continuation with the employee's sick leave accrual being charged at the rate of one fourth (1/4) day for each day of absence.
 - (c) Payments shall be based on a seven (7) day week.

- (d) The employee shall not be charged sick leave on the day of injury or for the subsequent three (3) days.
- (e) Once sick leave is exhausted, compensation shall be made in accordance with the State Workers' Compensation Plan.
- d. State Workers' Compensation Plan This plan is the state-wide plan which shall be strictly adhered to and provides:
 - (a) The employee shall receive sixty-six and two-thirds (66-2/3) of salary to a maximum prescribed by State law per week from the City's insurance carrier.
 - (b) No sick leave shall be charged the employee.
 - (c) Salary payments shall be based on a seven (7) day week.
 - (d) No regular City salary shall be paid.
 - (e) No compensation shall be paid for the day of injury or for the subsequent three (3) days unless the employee was hospitalized or lost time exceeds twenty-one (21) days.

~~10~~13. Article 19.6 Bereavement Leave

Single Role Paramedic will have the same level of bereavement leave as Fire Inspector and Assistant Fire Marshal as described in article 19.6.

~~11~~14. Article 20.5 Long-Term Disability Insurance

~~Reserving this section for further discussion~~ The City and Unit -2 agree that this classification will be eligible for Long-Term Disability Insurance with Unit-2. This long-term disability (LTD) insurance program offered through the ~~IAFF L1401 Union~~ shall be provided to bargaining unit members who elect to enroll in the program under the terms set forth below. Benefit coverage details and plan documents are available from the Union. ~~IAFF L-1401 Union, Harry J. Wilson, or another LTD insurance company;~~ should this classification allow eligibility If by August 1, 2022 IAFF L-1401 is unable to enroll members into the LTD insurance program offered through the IAFF L1401, the City will pursue coverage for this classification with the City's LTD carrier.

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

Employees in the Single Role Paramedic classification will also be eligible for short-term disability benefits as set forth in Section 20.5.2 of the MOU, which shall include a paid family leave benefit.

~~12~~15. Article 21 RETIREMENT

The parties agree that the Single Role Paramedic is intended to be included CalPERS "Safety" Retirement as described in article 21.

If, contrary to the intention of the parties, it is determined that the Single Role Paramedic is not a CalPERS "Safety" member, the parties agree promptly to re-open this side letter provision in order to negotiate and ensure legal compliance.

16. 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~~they are bumping into: Deputy Chief bumping Division/Battalion Chief; Division/Battalion Chief bumping Fire Captain; Fire Captain bumping Fire Engineer; Fire Engineer bumping Fire Fighter, Firefighter bumping to Single Role Paramedic.

~~13.~~17. The Union agrees that the City has met its obligation to meet and confer on the contents of this Agreement.

~~14.~~18. No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the Santa Rosa City Council.

~~15.~~19. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

~~16.~~20. This Agreement shall expire at the earlier of (i) ratification and adoption of a successor memorandum of understanding between the Parties and (ii) a date as mutually agreed upon by the Parties.

For the Union

For the City

Date

Date