



The City of **South**
San Francisco

Memorandum of **U**nderstanding
between the
International **A**ssociation of **F**irefighters, **L**ocal 1507
and the
City of **S**outh **S**an **F**rancisco

July 1, 2017 through June 30, 2022

Memorandum of Understanding
between the
International Association of Firefighters
and the
City of South San Francisco

July 1, 2017 through June 30, 2022

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Memorandum of Understanding
between the
International Association of Firefighters
and the
City of South San Francisco
July 1, 2017 through June 30, 2022

Article 1. Preamble

This Memorandum of Understanding is entered into by the City of South San Francisco, designated “City” and the International Association of Firefighters (IAFF), Local 1507, AFL-CIO, designated “Union” as a mutual agreement of the wages, hours, and conditions of employment in effect during the period of July 1, 2017 through June 30, 2022 for those full-time regular employees working in classifications in the represented unit referred to in this agreement.

Article 2. Union Rights

- 2.1. *Recognition*—The City of South San Francisco recognizes the International Association of Firefighters, Local 1507, AFL-CIO as the employee organization representing the employees in this unit, which consists of all employees in the classifications identified in Appendix A and as may be added to the unit by the City during the term of this agreement.
- 2.2. *Payroll Deduction*—Upon receiving a written request and authorization from an employee for deduction of Union dues, the City shall withhold such dues and deductions from the salary of the employee and shall remit the withholdings to the Union. The City shall continue to withhold such deductions unless the employee files a statement with the City withdrawing authorization for the continued withholding of the deductions.
- 2.3. *Authorized Representatives*—The Union shall provide and maintain with the Fire Chief a list of the current officials of the Union, as well as the names of any other persons who are authorized to officially represent the Union in its dealings with the City. No more than eight(8) authorized representatives of the Union shall be City employees.
 - 2.3.1. *Access*—An authorized representative of the Union shall have the right to contact an individual employee represented by the Union in a City facility during the employee’s work hours on matters concerning wages, hours, and other conditions of employment. Prior to entering the employee’s work location, the authorized representative shall provide reasonable notice to the employee’s immediate supervisor and shall attempt to arrange contact times, coinciding with an

employee's lunch period or after 1700 hours and prior to 0800 hours. An employee's immediate supervisor shall have the right to make arrangements for a contact location and/or contact time that is the least disruptive to departmental operations and the employee's work assignments.

2.3.2. *Union Business Time*—An authorized representative of the Union who is a City employee shall perform Union responsibilities on off-duty time, except that such responsibilities may be performed during on-duty time when the activity does not interfere with departmental operations as determined by the Fire Chief or designee.

2.3.3. *Release Time*—The Fire Chief or designee may grant reasonable release time without loss of time or pay to a Union authorized representative if, in the representative's absence, the needs of the department can be reasonably met and no added costs are incurred by the department as the result of granting the release time to the Union representative.

2.4. *Use of City Facilities, Equipment and Records*—

2.4.1. *Meeting Facilities*—City and/or department facilities will be made available to the Union for the purpose of meeting with represented employees, provided that a Union officer makes a written request to the Fire Chief or designee generally 2-calendar days in advance of the meeting.

2.4.1.1. *Exceptions*—Exceptions to this 2-day notification requirement are in cases of an emergency, in which case the request can be made verbally if followed in writing. In addition, the 2-day limit will not be required in cases of unforeseen circumstances.

2.4.1.2. *Denial and Prohibitions*—Use of City and/or department facilities will only be denied in case of a conflict where prior usage was scheduled for the facility. Except during the lunch period, meetings of Union representatives and represented employees shall not be permitted during 0800 hours through 1700 hours.

2.4.2. *Bulletin Boards*—The City will furnish adequate space for bulletin boards to be placed at reasonable locations for the exclusive use of the Union. The Union agrees to post nothing of a discreditory nature about the City or its employees or that may be offensive to members of the general public and other visitors to the fire stations. The Union shall be responsible for maintaining bulletin boards exclusively used by the Union in an orderly condition and shall promptly remove outdated materials.

2.4.3. *Union Reading Files*—The Union shall be allowed to maintain a Union reading file at each represented employee work location. The Union reading file shall be used for the purpose of distributing material and information, such as recent developments in employee grievances and other controversial issues that are not suitable for posting on bulletin boards accessible to the general public and visitors to the fire stations.

2.4.4. *Use of Department Equipment, Supplies, and Services*—The department shall allow the Union to locate Union file cabinets at any Fire Station provided it is in a location that is least disruptive to day-to-day operations as determined by the Fire Chief or designee. The Union may use a desk at any Fire Station provided that the department's needs do not preclude the use of the desk. The Union may be allowed

to use the department's copy machines, telephones, computer equipment, and supplies provided that the Union reimburses the department for the cost of such use.

2.4.5. *Access to City Records*—The Union shall have reasonable access to all public records of the City, as required by law. Access to departmental records, except individual personnel records, shall be granted at the sole discretion of the City employee responsible for the maintenance of such records. Nothing contained herein shall compel any employee to allow a Union representative access to any files or records. Union representatives may be granted access to non-confidential departmental records, provided that the Union gives the City employee responsible for such records a prior request stating the nature of the information desired, the purpose for which the information will be used, and the time the representative desires access to the records.

2.4.6. *Access to Personnel Files*—The Union may review a union employee's confidential personnel file, only if the employee signs a written consent form granting the Union access to the file.

2.5. *Copies of Memorandum of Understanding*—The City shall post the current MOU, including appendices and side letters, on the City's Web site.

Article 3. Non-discrimination

This agreement affords that no person shall in any way be favored or discriminated against to the extent prohibited by law because of age, sex, sexual orientation, race, religion, ethnic or national origin, physical and mental disability, political or religious opinions, or affiliations to the extent to which a person chooses to engage or not engage in Union activities.

Article 4. Wages and Compensation

4.1. *Definitions*—

4.1.1. *Base Pay*—Base pay is the rate of compensation paid for a specified classification of employment, excluding any other payments.

4.1.2. *Enhanced Pay*—Enhanced pay is the rate of compensation that includes base pay and incentive pay such as longevity, bilingual, education and special assignment pay. Enhanced pay does not include acting pay or other temporary assignment pay. Each incentive pay will be computed on base pay. The sum of the base pay plus each incentive is the enhanced pay.

4.2. *Wages*—All members of the bargaining unit shall receive across-the-board base pay adjustments in the amounts and with the effective dates as follows:

- Year 1 (July 1, 2017-June 30, 2018) effective the first full pay period including July 1, 2017, or the first full pay period following the adoption of the MOU by Council, three percent (3%); whichever is later;

- Year 2 (July 1, 2018-June 30, 2019) effective the first full pay period of July 2018: three percent (3%);
- Year 3 (July 1, 2019-June 30, 2020) effective the first full pay period of July 2019: the unit will receive an adjustment to the 60th percentile or three percent (3%), whichever is greater;
- Year 4 (July 1, 2020-June 30, 2021) effective the first full pay period of July 2020: three percent (3%);
- Year 5 (July 1, 2021-June 30, 2022) effective the first full pay period of July 2021: three percent (3%).

There will be no retroactive across-the-board base pay adjustments.

- 4.3. *Classification and Compensation Study*—In year two (2015/2016), the City shall conduct a professional classification and compensation study for all bargaining unit employees. Any classifications below market based on the classification and compensation study shall be brought up to the 60th percentile of total compensation effective the pay period including July 15, 2015.
- 4.4. *Payment of Compensation*—Each employee shall be compensated on a biweekly basis. Payment will normally be made on the Thursday immediately following the conclusion of a City payperiod. A City payperiod consists of 14-calendar days and begins on a Friday, which is the first day of a payperiod and ends on a Thursday, which is the last day of a payperiod. Employees who are in continuous paid regular status for a partial payperiod shall receive prorated compensation for the payperiod at the rate of 1/112th of the employee's enhanced biweekly rate of pay for each hour of the payperiod that the employee was on continuous paid regular status.
- 4.4.1. *Continuous Paid Regular Service*—An employee who is on continuous paid regular service with the City in a classification covered by this agreement shall be in the unit. Continuous paid regular service excludes all unpaid leaves of absence of an employee and excludes all time an employee is not in a full-time regular employment status with the City.
- 4.5. *Time-in-Step*—Each employee shall complete the following time at each step of the salary schedule applicable to the employee's classification prior to advancing to the next step in the salary schedule.
- | <i>Schedule Step</i> | <i>Criteria</i> |
|----------------------|-------------------------------------------------------------------|
| Entry..... | From date of hire to the completion of basic Firefighter academy. |
| 1..... | After completion of academy to completion of probation. |
| 2..... | After completing another full year |
| 3..... | After completing another full year |
| 4..... | After completing another full year |
| 5..... | After completing another full year |
- 4.6. *Off-Salary-Schedule Incentive Pay*—Effective upon adoption of the MOU by the City Council, all bargaining unit employees on the payroll as of that date, shall receive a one-time off-salary-schedule, non-PERSable payment of \$2,000.

Article 5. Special Compensation

- 5.1. *Temporary Fire Captain Compensation*—Employees in a classification below the level of Fire Captain, who are assigned to perform the duties of a Fire Captain for a period of one full hour or more, shall receive added compensation for all time served. This compensation shall be at the hourly rate of pay the employee would otherwise qualify were the employee promoted to the classification, which is Step 4 of the Fire Captain salary schedule. An employee in a classification below the level of Fire Captain who is assigned to perform those duties for a period of time less than one full hour shall not receive additional compensation for any of the time spent in performing such duties.
- 5.2. *Temporary Battalion Chief Compensation*—Employees in the classification of Fire Captain who are assigned to perform the duties of a Battalion Chief for a period of one full hour or more shall receive added compensation for all time served. This compensation shall be for all time served at the rate of 5% above the employee's base hourly rate of pay or at the hourly rate of pay for which the employee would qualify, were the employee promoted to the classification of Battalion Chief, whichever is greater. An employee in the classification of Fire Captain who is assigned to perform the duties of Battalion Chief for a period of less than one full hour shall not receive additional compensation for any of the time spent in performing such duties.
- 5.3. *Temporary Engineer Compensation*—Employees in the classification of Firefighter or Paramedic/Firefighter who are assigned to engineer duties for a period of one full hour or more shall receive added compensation. This compensation shall be for all time served at the rate of 5% above the employee's base hourly rate of pay or at the hourly rate of pay for which the employee would qualify were the employee given the engineer special assignment. An employee who is assigned to perform the duties of Engineer for a period of less than one-full hour shall not receive additional compensation for any of the time spent in performing such duties.
- 5.4. *Temporary Safety Inspector Assignment*—Employees in the classification of Firefighter, Paramedic/Firefighter, or Fire Apparatus Engineer who are assigned to temporary Safety Inspector duties shall receive an additional 5% compensation above the employee's base hourly rate of pay, including incentives.
- 5.5. *Emergency Medical Technician I Fire Service (EMT I FS) Instructor Assignment Compensation*—Employees in the classification of Paramedic/Firefighter who are assigned to perform the duties of an EMT I FS Instructor shall receive an additional 5% compensation above the employee's base hourly rate of pay, including incentives.
- 5.6. *Emergency Medical Technician (EMT) Certification*—Employees who maintain an Emergency Medical Technician certification will receive 2.5% above their base hourly rate of pay for which the employee otherwise qualifies. Such certification is mandatory for each employee hired after 6/30/01.
- 5.6.1. *Mandatory EMT Certification*—All employees hired into fire suppression positions after 6/30/01 must maintain EMT certification. The City will continue to provide training and remedial training to maintain recertification.
- 5.7. *Paramedic Preceptor Compensation / FTO* – Employees in the position of Paramedic/Firefighter who meet the minimum State of California requirements for filed

preceptor (California Code of Regulations, Title 22, Section 100149e) shall receive monetary compensation for each hour served as a Paramedic Field Preceptor or FTO. The amount of compensation shall be equal to 5% of the employee's base hourly rate of pay.

- 5.8. *Technical Rescue Incentive Pay*—All members that are qualified and maintain training according to department standards as defined by the Fire Chief shall receive \$50 per pay period. Members of the department must complete the required classes to qualify as an expert in Technical Rescue. Technical Rescue will not be included in Total Compensation until a simple majority of survey agencies offer a similar benefit.
- 5.9. *Promotion to Captain*—Employees promoted to Fire Captain shall be placed at Step 4 of the established Fire Captain salary schedule.
- 5.10. *Fire Apparatus Engineer Compensation*—Effective 2/1/02, Fire Apparatus Engineer shall be considered a classification, not an assignment, and all current Fire Apparatus Engineers and future Fire Apparatus Engineers shall be considered part of this classification. Employees in this classification shall receive an additional 5% above the employee's base hourly rate of pay, including incentives.
 - 5.10.1. *Promotion to Fire Apparatus Engineer*—The selection process for the classification of Fire Apparatus Engineer will be based on seniority and having completed driver's training qualifying them to serve as a Fire Apparatus Engineer. Those employees who promoted to Fire Apparatus Engineer on or after 2/1/02 shall serve the following probationary periods.
 - 5.10.1.1. *Six-month Probationary Period*—Employees with an original Personnel Action Form processed for Acting Engineer of 3 or more years from the date of regular appointment to Fire Apparatus Engineer shall serve a probationary period of 6 months.
 - 5.10.1.2. *Twelve-month Probationary Period*—Employees with an original Personnel Action Form processed for Acting Engineer of less than 3 years from the date of regular appointment to Fire Apparatus Engineer shall serve a probationary period of 12 months.
 - 5.10.2. *Fire Apparatus Engineer Seniority*—Seniority shall be based by time in the Fire Department and not the promotional date per Policy and Procedures Manual, except that this may be changed as needed for operational requirements in the sole discretion of the Fire Chief through revision to the Policy and Procedures Manual. The City will meet and consult with the IAFF before implementing any change, but may implement the change without necessarily reaching agreement.
 - 5.10.3. *"Y-Rating" of Fire Apparatus Engineer Base Pay*—A Paramedic/Firefighter who promotes to a Fire Apparatus Engineer shall be y-rated at the same base pay as the individual received as a Paramedic/Firefighter so that the promotion does not cause a decrease in the individual's base pay. The Y-rated level of base pay for the new Fire Apparatus Engineer shall cease once the individual's pay step in the fire Apparatus Engineers salary range would equal or exceed the individual's y-rated amount.
- 5.11. *Service Incentive Pay*—An employee who was hired prior to July 1, 2012 and has completed 7 years of full-time regular employment is eligible and shall be compensated

for the service incentive rate of an additional 2.5% above the employee's base hourly rate of pay. Service Incentive Pay is not available for employees hired on or after July 1, 2012.

5.12. *Education Incentive Pay*—An employee may receive only one of the below listed incentives at any time.

5.12.1. *Associate's or Bachelor's Degree*—The City shall pay 5% of base pay for an Associate's degree or 7.5% of base pay for a Bachelor's degree upon submission of official transcripts or diploma to the Fire Chief or his or her designee. The incentive pay will be effective the pay period following Fire Chief or designee approval.

5.12.2. *Accredited Units*—The City will grandparent the 5% Accredited Unit incentive pay pursuant to 5.11. Education Incentive Rate in the 2012-2014 MOU for employees who have completed the approved coursework before June 30, 2016. Further, the City will allow non-probationary employees hired prior to the adoption of this agreement to become eligible for the Accredited Units incentive pay without the three-year minimum service requirement.

5.13. *Education Expense Reimbursement Program*—An employee who takes a job-related course at an accredited institution of learning shall be eligible for reimbursement of 50% of the costs of tuition, fees and course materials up to \$2,000 per fiscal year upon the successful completion of the course and upon the employee achieving a grade of "C" or better, or passing for a pass/fail course.

5.13.1. *Qualifying for the Program*—In order to qualify for reimbursement, the employee must:

5.13.1.1. *Deputy Chief Review and Department Head Approval*—Prior to enrollment, the employee must submit to the Deputy Chief for review the course description and a brief explanation regarding why the employee believes the course to be job-related. Prior to enrollment, the employee must receive written approval of the department head.

5.13.1.2. *Reimbursement Request*—Provided that the department head finds that the course is job-related and approves the employee's request, the employee shall submit a request for reimbursement to the Deputy Chief that includes a copy of the department head's written approval of the course, a copy of the employee's course grade, the receipts for all course expenses, and a total amount requested for reimbursement.

5.14. *Bilingual Incentive Rate*—

5.14.1. *Testing and Compensation*—An employee who has tested, using the City's standard bilingual testing procedures, and demonstrated proficiency in speaking a second language, shall be compensated at a rate 2.5% higher than the employee's base hourly rate of pay. Such compensation shall commence the next payperiod after the employee has passed a qualifying examination, as determined by the City, demonstrating proficiency in the language.

5.14.2. *Eligibility*—To be eligible to participate in this program, employees must speak a second language used by a segment of South San Francisco population. Once an employee qualifies as speaking a second language the employee will receive bilingual pay, even if the population changes and a significant segment no longer

speaks the language.

5.14.3. *Language Determination*—Languages that are spoken in South San Francisco shall be determined by reviewing the demographic data from the local school district.

5.14.4. *Current Languages in Effect*—The following languages shall qualify for an employee to receive the bilingual incentive pay.

- Spanish
- Tagalog
- American Sign Language

5.15 *Acting Fire Marshal Compensation*—Employees in the classification of Safety Inspector II or Senior Safety Inspector who, if assigned, by the Fire Chief to Acting Fire Marshal for more than 4 hours shall receive added compensation for all time served. This compensation shall be at the rate of 5% above the employee's base hourly rate of pay or at step 1 of the Fire Marshal base salary schedule, whichever is greater.

Article 6. Assignments and 40-hour Classifications

6.1. *Assignments and Classifications*—Some positions in the unit will be either a special assignment or a permanent position with a 40-hour workweek schedule as identified in Appendix A.

6.2. *Salary*—The salary range for 40-hour positions includes all unit incentives, except the Bilingual Incentive. Employees in 40-hour positions are eligible for the Bilingual Incentive, only when proficiency has been demonstrated as designated in this agreement.

6.3. *Assignment Positions Shift Overtime*—Shift overtime will be paid at the 56-hour rate for the classification the employee was in prior to being assigned EMS Captain or Safety Inspector II duties.

6.4. *Leave Accrual*—Employees in this group will have all leaves accrue at the 40-hour rate and will use them on an hour-for-hour basis.

6.5. *Leaves Accrued and Taken*—Leaves are accrued per payperiod as follows, which may be used as provided in the relevant sections of this agreement.

6.5.1. *Holidays*—There are thirteen holidays per year, which will be considered paid time off.

6.5.2. *Bereavement Leave*—24 hours per qualifying event if the funeral is within the State of California and 40 hours if the funeral is outside the State of California.

6.5.3. *Medical Appointment Leave*—This leave is not charged to Sick Leave for the first 8 hours of use. All other time used for this purpose will be charged to Sick Leave.

6.5.4. *Sick Leave*—Accrues at 3.69 hours per payperiod and will be charged on an hour-for-hour basis when used. Sick leave as family care leave may be used on the same basis as 56-hour employees.

6.5.5. *Compensatory Time*—An employee in a 40-hour position may, at the employee's option or the City's option, receive pay for overtime hours worked or may accumulate compensatory time as allowed by law up to a maximum of 70 hours in

lieu of pay for said overtime.

6.5.5.1. *Taking Compensatory Time*—The overtime hours worked may be taken as compensatory time off provided anyone wishing to exercise this option must give 3 days’ notice of the desire for such time off and the time off must be taken under such conditions as will not interfere with the minimum staffing and continued functioning of the division.

6.5.6. *Flexible Work Schedules*—Upon approval of the Fire Chief, an employee in a 40-hour position may work a flexible work schedule that provides for a starting time or ending time other than the normal workday provided that the schedule does not exceed 80 hours in a payperiod.

6.5.7. *Vacation Leave*—This leave will accrue, based on the 40-hour workweek rate of:

<i>Accrual Rate</i>	<i>Biweekly</i>	<i>Annually</i>
1 st through 4 th year	3.08 hours	80 hours
5 th through 10 th year	4.62 hours	120 hours
11 th through 14 th year	6.16 hours	160 hours
15 th through 24 th year	7.69 hours	200 hours
25 th and succeeding years	9.23 hours	240 hours

6.6. *Qualified Fire Investigator Standby Pay*—Employees who are designated by the Fire Chief as qualified fire investigators may be eligible for standby pay as follows:

6.6.1. *Assignment*—Eligible employees must be assigned by the Fire Chief or designee to standby status.

6.6.2. *Amount*—Standby pay is one hour of straight time base pay for each workday on-call for after-hours coverage; and/or two hours of straight time base pay for each day on-call during weekends and on City-observed holidays.

6.6.3. *Standby Employee Responsibility*—Employees are not working but must be conveniently available to their supervisors by phone or pager, be in a fit condition to report to work, and able to report to work within a reasonable period of time.

6.6.4. *Standby and Sick Leave*—Since it is presumed that the employee would be unable to report to work when ill, an employee shall not receive on-call pay at the same time they are receiving sick pay.

6.6.5. *Standby and Call-in Pay*—An employee should not receive payment for hours worked and on-call pay for the same hours. Once an employee reports to work, on-call pay stops.

6.6.6. *Standby Day*—On weekdays, a standby day shall be considered the period between the end of the employee’s regularly scheduled shift and the beginning of a new workday or standby shift the following morning. On weekends and holidays, a standby day shall be considered a 24-hour period for what would be the employee’s regularly scheduled start time on a scheduled workday and ending 24 hours later.

6.7. *Qualified Fire Investigator Call-in Pay*—

6.7.1. *Rate of Pay*—An employee on standby status who responds to an authorized call to work will be paid at their overtime rate of pay. Overtime compensation shall commence at the time the employee reports for duty and shall conclude at the time the employee is released from duty or upon the commencement of the employee’s next regularly scheduled on-duty shift, whichever occurs first.

6.7.2. *Reporting Pay Minimum*—For each call in, the employee will be paid for a minimum of 2 hours or the actual time worked, whichever is greater. If the employee is called in for a short period, goes home, then is called back to work again within the original 2-hour period, the employee will not receive a second 2 hours of pay for reporting in.

6.8. *Safety Inspection Overtime Minimum*—Any Fire Inspector required to perform an inspection(s) outside of the employee's normal work hours shall be paid a minimum of 2 hours of overtime pay.

Article 7. Uniforms

7.1. *Uniform Allowance*—Uniform allowance is subject to the following conditions:

7.1.1. *Uniform Allowance Eligibility*—The uniform allowance commences the second year of employment within the department. After the first year of employment is completed, the employee will receive the second-year's uniform allowance on a prorated basis through the end of the fiscal year. Thereafter, the employee will be eligible for the uniform allowance at the beginning of each fiscal year.

7.1.2. *Uniform Allowance Amount*—Uniform allowance is \$1,000 per fiscal year.

7.1.3. *Uniform Allowance Distribution*—Effective July 1, 2015, uniform allowance distribution will be made in two (2) equal increments per fiscal year. The distributions will occur on the first payperiods in November and May. With the allowance received, employees shall be responsible for procuring and maintaining their uniforms and equipment as listed in the department's procedures manual.

7.2. *Leather Helmet*—After the completion of probation and upon the employee's request, the City will purchase for the employee a leather helmet (less the cost of the department issue helmet). The employee's cost of the leather helmet will be reimbursed to the City from the employee's uniform allowance in two equal payments over a 2-year period. The leather helmet becomes the property of the employee.

Article 8. Benefits

8.1. *Insurance Benefits*—Employees shall be eligible to receive benefits as follows:

8.1.1. *Medical Insurance*—

8.1.1.1. *Available Plans*—Subject to the terms and conditions of the City's contracts with medical insurance carriers, employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the following plans:

- Kaiser Permanente
- Blue Shield of California

8.1.1.2. *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider for the plan selected by each employee, in accordance with the terms and conditions prescribed by the contract with the carrier.

- 8.1.1.2.1. *Employee HMO Medical Premium Cost*—Contingent upon the implementation of the classification and compensation study, effective the pay period including October 1, 2015, all employees on the City’s medical plans shall contribute an amount equal to 5% of the HMO premium cost based on plan choice and category of coverage (single, two, family). Effective the pay period including July 1, 2016 all employees on the City’s medical plans shall contribute an amount equal to 10% of the HMO premium cost based on plan choice and category of coverage (single, two, family).
- 8.1.1.2.2. *Employee Non-HMO Medical Premium Cost*—In addition to the HMO premium share, employees enrolled in plans that are more expensive than the HMO plans pay the difference between the HMO rate and the premium rate for their selected plan based on plan provider and tier (single, two, family).
- 8.1.1.3. *Effective Dates of Coverage*—The effective date of coverage for medical insurance shall be the first day of the month following the month of employee and dependent enrollment. Coverage shall terminate on the last day of the month in which an employee separates from employment. Dependent coverage shall terminate on the date prescribed by each provider’s contract for discontinuance of no-longer-eligible dependents.
- 8.1.1.4. *Medical Plan Advisory Committee*—A medical plan advisory committee was convened to explore alternatives to the City’s medical plan. On or around December 1, 2012, the City and this bargaining unit agree to open negotiations solely upon Article 8.1.1. *Medical Insurance* to consider recommendations made by the committee. Any changes to the medical plan will be subject to mutual agreement.
- 8.1.2. *Dental Insurance*—Subject to the terms and conditions of the City’s dental plan for the Firefighters Association, employees and dependents shall be provided dental insurance as follows:
 - 8.1.2.1. *Effective Dates of Coverage*—Coverage shall become effective on the first day of the month following 6-full months of employment with the City. Only employees appointed on the first day of any month, and who enroll in the plan, are eligible for coverage after the first of the month following 6-full months of employment. Coverage shall terminate on the last day of the month an employee separates from City employment.
 - 8.1.2.2. *Employees Hired Before October 27, 2012*—
 - 8.1.2.2.1. *Enhanced Dental Plan*—The City shall pay the premium costs of the enhanced dental plan for employees hired before October 27, 2012. The enhanced dental plan provides a \$3,000 calendar year maximum per member and a \$4,000 lifetime orthodontia benefit for each eligible dependent child.
 - 8.1.2.3. *Employees Hired On or After October 27, 2012*—
 - 8.1.2.3.1. *Core Dental Plan*—The City shall pay the premium costs of the core dental plan for employees hired on or after October 27, 2012, The

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- core dental plan provides a \$1,500 calendar year maximum per member and a \$1,000 lifetime orthodontia benefit for each eligible dependent child.
- 8.1.2.3.2. *Buy-up Dental Plan*—Employees hired on or after October 27, 2012 may participate in the enhanced dental plan by paying the additional premium costs over the core dental plan.
- 8.1.3. *Vision Insurance*—Subject to the terms and conditions of the City’s vision plan, employees and dependents shall be provided vision insurance, with no premium costs to employees.
- 8.1.3.1. *Effective Dates of Coverage*—Coverage shall become effective on the first day of the month following enrollment and shall terminate on the last day of the month an employee separates from City employment.
- 8.1.3.2. *Plan*—The vision plan is Vision Service Plan B with a \$10.00 copay.
- 8.2. *Discretionary Benefit Option*—Employee who can demonstrate to the City’s satisfaction that they have medical coverage elsewhere, may elect, once each year, to have the City pay \$550 per month in lieu of medical, dental, and vision benefits into the employee’s deferred compensation account. If an employee exceeds the deferred compensation annual maximum contribution limit, any remaining City contributions will be made to the employee’s Medical After Retirement Account (MARA).
- 8.2.1. *Proof of Alternate Insurance*—An employee must provide proof of an alternate insurance in order to be eligible for this program. Health and welfare benefits are defined to be a combination of medical, dental, and vision insurance premiums.
- 8.2.2. *Exercising the Option*—Employees wishing to exercise this option may do so by submitting a completed Discretionary Benefit Option form to the Human Resources Department. Employees may change the discretionary benefit option once each year during the open enrollment period for medical plans, or at another time during the year provided the employee can demonstrate to the City’s satisfaction a bona-fide need.
- 8.3. *Long-term Disability Insurance*—All bargaining unit members shall pay for and maintain long-term disability insurance coverage with the California Association of Professional Firefighters or any other approved carrier, subject to the terms and conditions of the City of South San Francisco Firefighter Association’s contract with this provider. This long-term disability insurance plan provides up to 77% of the enhanced salary of an employee who qualifies for such payments.
- 8.3.1. *City Notification*—The Association agrees that the long-term disability benefit provider will inform the City when an employee begins receiving long-term disability insurance benefits and when the benefits end.
- 8.3.2. *Effective Date*—Long-term disability coverage becomes effective the first day of the month following enrollment and terminates on the day an employee separates from City employment.
- 8.3.3. *Plan Payment*—The City shall provide an amount equivalent to the plan’s costs, but no more than \$35.00 per month per unit member to pay and maintain their long-term disability insurance. This amount will be given to the Firefighters’ Association on behalf of each bargaining unit member for the long-term

- disability coverage, with that amount included on each employee's W-2 tax statements.
- 8.4. *Section 125 Plan*—Subject to the terms and conditions of the IRS and related regulations, employees may participate in the City's Section 125 Plan, which consists of a Dependent Care Program and an Unreimbursed Medical Program. The City's Third-Party Administrator oversees the Section 125 Plan and has the final authority on Plan requirements.
- 8.4.1. *Premium Contribution Plan*—Participants may pay premium contributions for employee and/or dependent coverage under the City's health care coverage plan(s) on a pre-tax basis.
- 8.4.2. *Dependent Care Plan*—Participants may pay dependent care costs on a pre-tax basis, up to \$5,000 per year, for the fees of a licensed child-care provider.
- 8.4.3. *Unreimbursed Medical Expense Plan*—Participants may pay for approved medical costs on a pre-tax basis that are not paid by the employee's health care provider, up to \$3,000 per year (\$2,500 effective January 1, 2013).
- 8.5. *Deferred Compensation*—Employees are eligible to participate in the Deferred Compensation Plans available to the City, subject to the terms and conditions of each plan and the IRS.
- 8.6. *Retirement Benefits*—
- 8.6.1. *Retirement Plan*—Retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members.
- 8.6.2. *Retirement Formula*—
- 8.6.2.1. *3% at age 50*—Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA) who are hired before April 24, 2010 are provided a retirement benefit formula of 3% at age 50 with one-year final compensation.
- 8.6.2.2. *3% at age 55*—Classic Members as defined by PEPRA who are hired on or after April 24, 2010 will be provided a retirement benefit formula of 3% at age 55 with 3-year final compensation.
- 8.6.2.3. *2.7% at age 57*—New Members as defined by PEPRA will be provided a retirement benefit formula of 2.7% at age 57 with 3-year final compensation.
- 8.6.3. *Optional Provisions Added*—Optional Public Agency Provisions under the retirement system shall also be provided as follows.
- 8.6.3.1. *The 1959 Survivor Allowance*—As set forth in the Public Employees' Retirement Law providing for third-tier benefits.
- 8.6.3.2. *Half Continuance*—As authorized in the contract between City and PERS as provided by the Public Employees Retirement Law.
- 8.6.3.3. *Sick Leave Service Credit*—As provided by the Public Employees Retirement Law.
- 8.6.3.4. *Military Service Credit*—Military Service Credit as public service as provided by the Public Employees Retirement Law.
- 8.6.3.5. *Pre-retirement Optional Settlement 2 Death Benefit*—Effective 1/17/2003 and as provided for in the Public Employees Retirement Law.
- 8.6.4. *City Contribution to Retirement System*—The City shall pay the rate prescribed

by the Public Employees' Retirement System for employer contributions in accordance with the rules and regulations governing such contributions.

8.6.5. *Employee Contribution to Retirement System*— Employees will pay the employee portion to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions. Employees at 3% at age 50 and 3% at age 55 contribute 9% of pay. Employees at 2.7% at age 57 contribute one-half of the normal cost. The employee contribution for Classic members as designated by CalPERS is 9% for Classic Safety and 8% for Classic Miscellaneous. New Members as designated by CalPERS shall pay 50% of the total normal cost rate, in accordance with Government Code 7522.30, not to exceed 12%. Employee contributions will be tax-deferred under IRC Section 414(h)(2).

8.6.6 *Fire Safety Classic Members PERS cost-sharing contribution*— Effective with the implementation of the PERS amendment and as authorized by GC 20516(f), the union and the City agree to a pension-cost sharing arrangement where all Fire Safety Classic members shall pay in addition to the current 9% employee contribution, an additional amount towards the employers' PERS contribution as indicated below. The contributions will be tax-deferred under IRC section 414(h)(2).

- Year 1 (July 1, 2017-June 30, 2018) effective first full pay period of July 2017: employees will contribute an additional one percent (1.0%) for a total of 10% employee contribution
- Year 2 (July 1, 2018-June 30, 2019) effective first full pay period of July 2018: employees will contribute an additional one percent (1.0%) for a total of 11% employee contribution
- Year 3 (July 1, 2019-June 30, 2020) effective first full pay period of July 2019: employees will contribute an additional one percent (1.0%) for a total of 12% employee contribution
- Effective July 1, 2020, the employees will be obligated to pay 3% of the employer rate, plus 9% of the employee contribution for a total employee commitment of 12%.

Employee contributions will be credited to each member's account as normal contributions and will be refundable to members who separate from CalPERS covered employment and elect to withdraw their contributions.

8.7. *Sick Leave at Separation*—

8.7.1. *Payment of Unused Accumulated Sick Leave Accrued after 11/14/85*—Upon death, full service retirement, or disability retirement, an employee shall be paid for half of the accrued sick leave at the time of the qualifying event. Payment of unused sick leave hours shall be made at the employee's enhanced hourly rate of pay. Such right to payment is deemed a property right and shall not be taken from the employee without mutually agreed-upon compensation.

8.7.2. *Sick Leave Cap*—No employee shall receive payment for any recorded hours in excess of the 1,680 hours cap, with the maximum payable of 840 hours. Except those employees who have in excess of the 1680-hour cap as of 1/1/89 will have whatever accrued but unused hours earned as of that date become their cap. Those

employees who are below the 1680-hour cap effective 1/1/89 may accrue up to the cap with the City paying half upon retirement or death, with the maximum payable shall be 840 hours.

8.7.3. *PERS Service Credit*—In addition to receiving a cash payoff for accumulated sick leave upon retirement as described above, an employee may apply all remaining sick leave hours as credit towards retirement through the Public Employees' Retirement System. The employee may also, upon death, full service retirement, or a disability retirement, elect to not receive any cash payment and instead apply all of the accrued sick leave towards Sick Leave Service Credit for a PERS retirement.

8.8. *Retired Employee Health Benefits*—

8.8.1. *Group Medical Insurance for Qualifying Retirees*—An employee who was hired prior to the adoption of an alternate retiree medical plan for all City bargaining units similar to the plan described in Section 8.8.2. may elect to continue his or her City sponsored medical insurance if the employee is enrolled in the City's group medical plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The monthly premium that the City will make for retiree medical insurance pursuant to this provision equals the monthly monetary contribution that the City makes for single retiree medical HMO coverage. Retirees will be required to pay any additional costs in order to receive retiree medical benefits. An eligible retiree may also elect to continue dependent coverage provided that the retiree bears the full premium costs for any eligible dependents. A retiree must continually receive a CalPERS retirement allowance in order to remain eligible to receive retiree medical insurance contributions. Any retiree that un-retires from CalPERS and returns to active service with a CalPERS covered agency will permanently forfeit their eligibility for retiree medical benefits pursuant to this provision.

8.8.2. *Medical After Retirement Account (MARA)*—An employee who was hired after the adoption of an alternate retiree medical plan for all City bargaining units will not be eligible to participate in the Retiree Medical Insurance program described in 8.8.1. Instead, City shall make a contribution equal to one and one-half percent (1.5%) of such an employee's base salary toward a medical after retirement account (VEBA, or similar vehicle such as RHS plan).

8.8.3. *Group Dental Insurance for Qualifying Retirees*—An employee may elect to continue his or her City sponsored dental insurance if the employee is enrolled in the City's group dental plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing dental coverage.

8.8.4. *Group Vision Insurance for Qualifying Retirees*—An employee may elect to continue his or her City sponsored vision insurance if the employee is enrolled in the City's group vision plan and retires concurrently with CalPERS and the

City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing vision coverage.

- 8.8.5. *Surviving Spouse Coverage*—The City will allow the spouse of a deceased employee/retiree to purchase medical insurance from a City-provided medical plan at the City’s premium rate provided all of the following conditions are met: the employee/retiree must be enrolled in the health plan prior to death; there is no cost to the City; the provider does not require a City contribution; and the City is held harmless if the coverage is discontinued
- 8.9. *Medical Insurance for Spouse after Employee or Retiree Death*—A retired employee’s spouse shall be provided with 2 months of medical insurance coverage at the City’s expense upon a retiree’s death. The City shall provide up to one year of City-paid medical coverage to the spouse of an active employee who dies.
- 8.10. *Retirement Health Savings (RHS) Plan*—IAFF Local 1507 member employees may participate in the RHS Plan to the extent permitted under the existing RHS Plan policy.

Article 9. **W**ork **S**chedules and **H**ours of **W**ork

- 9.1. *Normal Hours of Work*—Employees shall work a normal schedule that includes shifts arranged into tours of duty within a specified schedule, resulting in an average of 56 hours of on-duty time per week over a period of a year. The schedule defines the normal work schedule and hours of work for employees and is not a guarantee of hours or shifts of work.
- 9.1.1. *On-duty Shift Defined*—An on-duty shift shall be 24-consecutive hours of time worked beginning at 0800 hours on a calendar day and ending at 0800 hours the following calendar day. An on-duty shift is signified by the symbol “X”.
- 9.1.2. *Off-duty Shift Defined*—An off-duty shift shall be 24-consecutive hours of time off beginning at 0800 hours of a calendar day and ending at 0800 hours the following calendar day. An off-duty shift is signified by the symbol “O”.
- 9.1.3. *Tour-of-Duty Defined*—A Tour-of-Duty is a sequence of on-duty and off-duty shifts patterned as defined in 9.1.4.
- 9.1.4. *Shift Schedule Defined*—A shift schedule shall be a series of tours of duty, with 3 different shift schedules. The 2/4 Work Schedule has workweeks and tours of duty. There are 3 different work shifts in a 24-day cycle as follows:
A Shift XXOOOXXOOOXXOOOXXOOO
B Shift OOOXXOOOXXOOOXXOOOXX
C Shift OOXOOOXXOOOXXOOOXXOO
- 9.1.5. *Rest Periods*—During normal on-duty shifts, one rest period shall be permitted between 0800 hours and 1200 hours and one between 1300 hours and 1700 hours, provided that such rest periods do not interfere with effective operations.
- 9.1.6. *Time for Reporting for On-duty Shifts*—Employees must report for work for their scheduled on-duty shift no later than 0800 hours.

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- 9.1.7. *Departure of Employees from On-duty Shifts*—Employees shall not depart from their on-duty shift and station until properly relieved. Exceptions and approval by on-duty Battalion Chief for family emergency or sudden onset of injury or illness.
- 9.1.8. *Trade Shifts*—Allow for 1 quad-, 4 double- and unlimited single trade shifts per Policy and Procedures Manual, except that this may be changed as needed for operational requirements in the sole discretion of the Fire Chief through revision to the Policy and Procedures Manual. The City will meet and consult with the IAFF before implementing any change, but may implement the change without necessarily reaching agreement.
- 9.2. *FLSA Work Period*—The parties have agreed to a 7K exemption under the FLSA, and each employee is assigned to a work period for FLSA purposes as follows:
- 9.2.1. *Fire Suppression*—The standard work period is a 24 consecutive-day work period.
- 9.2.2. *Non-Fire Suppression Safety Inspectors*—The standard work period is a 7 consecutive-day work period that begins at 12:01 am Friday and ends at 12 midnight the following Thursday.
- Nothing in this provision is intended to affect the right of any employee to overtime pursuant to the terms on this MOU.
- 9.3. *FLSA Overtime Compensation*—Effective the payperiod including 3/1/02, the City will modify the payment of FLSA overtime compensation. Compensation will be received in the payperiod in which it is earned for all hours in a paid status.
- 9.4. *Overtime*—
- 9.4.1. *Overtime Defined*—Overtime is ordered and authorized work in excess of an employee's normal work schedule and work hours as defined in this section or as defined in the Fair Labor Standards Act for hours in excess of the regular work period, whichever provides the higher benefit. The City will credit all paid leave as hours worked for the purposes of overtime.
- 9.4.2. *Overtime Records*—Records of overtime worked shall be maintained in accordance with procedures established by the Fire Chief.
- 9.4.3. *Minimum Overtime*—Except in instances when an employee is unable to depart from an on-duty shift and station because the employee has not been properly relieved, no form of overtime payment shall be made where time worked prior to the beginning of a shift or following completion of a shift is less than 12-minutes in duration.
- 9.4.4. *Overtime Compensation Rates*—
- 9.4.4.1. *Compensation Rate*—Employees shall be compensated for all overtime hours worked at the rate of 1.5 times the employee's enhanced hourly rate of pay.
- 9.4.4.2. *Hold-over*—Overtime compensation for an employee held over past the end of an on-duty shift shall conclude immediately upon the employee being properly relieved or upon the commencement of the employee's next regularly scheduled on-duty shift, whichever occurs first.
- 9.4.4.3. *Non-emergency Call-in*—Overtime compensation shall commence at the time the employee reports for duty and shall conclude at the time the

employee is released from duty or upon the commencement of the employee's next regularly scheduled on-duty shift, whichever occurs first. Overtime for the purpose of minimum staffing will be considered as non-emergency.

9.4.4.4. *Emergency Call-in*—Employees who respond to an emergency call-in that is not immediately preceding or following the employee's own regularly scheduled on-duty shift shall receive a minimum of 4-hours compensation for the response.

9.4.4.5. *Court Time Minimum*—Employees who are required, as part of their duty to report to court for purposes directly related to their job, shall be compensated a minimum of 4 hours for the response.

9.4.5. *Fire 56 Compensatory Time in Lieu of Overtime Pay*—An employee in a 56-hour position may, at the employee's option or the City's option, receive pay for overtime hours worked or may accumulate compensatory time at a rate of 1.5 times the number of hours worked up to a maximum of 96 hours.

9.4.5.1. *Program Requirements*—The City may terminate this program during the term of this contract if it fails to meet the following criteria:

- No overtime is incurred as a result of employees taking comp time;
- Telestaff successfully manages comp time use;
- Comp time is treated like unscheduled vacation; and
- There is no adverse impact on minimum staffing or employees' ability to take vacation or sick leave.
- Employees shall be permitted to receive a cash value of up to 15 hours of compensatory time per calendar year.

9.4.5.2. *Separation from Unit*—If an employee separates from the City or promotes/transfers out of the unit, any accrued comp time shall be paid out at that time.

9.4.6. *Exclusion of Trade Time*—Department permission for an employee to trade on-duty shift time with another employee shall not be construed as an approved alteration of an employee's normal work schedule or hours of work. Nor shall such department permitted trades of on-duty shift time between employees be construed as ordered and authorized work in excess of an employee's normal work schedule and hours of work for the purposes of establishing eligibility for overtime compensation of any kind.

9.4.7. *Minimum Staffing*—Minimum staffing level at 20 personnel at all time except that minimum staffing may be changed as needed for operational requirements in the sole discretion of the Fire Chief through revision to the Policy and Procedures Manual. The City will meet and consult with the IAFF before implementing any change, but may implement the change without necessarily reaching agreement.

Article 10. **H**olidays

10.1. *Authorized Holidays*—The City observes the following holidays:

10.1.1. *Full-day Holidays*—

January 1 st	New Year's Day
Third Monday in January	Martin Luther King Birthday
Third Monday in February	Washington's Birthday Observed
Last Monday in May.....	Memorial Day Observed
July 4 th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day Observed
November 11 th	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day following Thanksgiving
December 25 th	Christmas Day

10.1.2. *Half-day Holidays*—

December 24 th	Christmas Eve Day
December 31 st	New Year's Eve Day

10.1.3. *Shift Holiday Pay for 56-hour Employees*—56-hour employees shall receive holiday pay as follows:

10.1.3.1. *Shift Holiday Pay for Full-day Holidays*—Employees shall receive an additional 10.7% of the employee's enhanced biweekly rate of pay for each payperiod in which a full-day holiday occurs.

10.1.3.2. *Shift Holiday Pay for Half-day Holidays*—Employees shall receive an additional 5.35% of the employee's enhanced biweekly rate of pay for each payperiod in which a half-day holiday occurs.

Holiday pay is paid in addition to pay for hours worked.

10.1.4. *Discretionary Holiday*—

10.1.4.1. *Shift Discretionary Holiday through December 31, 2012*— Employees shall receive an additional 10.7% of the employee's enhanced biweekly rate of pay for the payperiod selected by the employee for receipt of the employee's discretionary holiday compensation. In the event that an employee does not select a payperiod by December 6, 2012, the employee shall forfeit this benefit.

10.1.4.2. *Discretionary Holiday beginning January 1, 2013*—56-hour employees shall be eligible for 12 hours of discretionary holiday and 40-hour employees shall be eligible for 8 hours of discretionary holiday each calendar year. The discretionary holiday accrues in the first pay period of each calendar year. New hires will accrue the discretionary holiday upon their appointment as a regular employee with the City. Once accrued, this discretionary holiday should be used before vacation leave. An employee who has not used the discretionary holiday by the end of the last full pay period in each calendar year shall forfeit this benefit that calendar year.

10.1.5. *Holiday Compensation for Employees on Industrial Injury or Illness Leave*—An employee receiving compensation pursuant to the provisions of Section 4850 of the Labor Code shall receive the same holiday compensation as the employee would have received had the employee worked a normal on-duty shift time.

- 10.1.6. *Holiday Compensation for Employees on Non-industrial Sick Leave or Family Care Leave*—Unless the employee actually worked the holiday, an employee who is scheduled to work on the day immediately preceding an actual holiday, on the actual day of a holiday, and/or on the day immediately following an actual holiday and who does not report for duty as scheduled due to personal injury or illness or due to a family care leave absence shall submit verification or certification as is satisfactory to the Fire Chief or designee prior to receiving compensation for the holiday.
- 10.1.7. *Employees Not Eligible for Holiday Compensation*—A new employee who is not on full-time regular paid status for the entire payperiod in which a holiday occurs shall not be eligible for holiday compensation during that payperiod. An employee receiving long-term disability benefits shall not be eligible for holiday compensation.

Article 11. **P**aid **L**eaves

- 11.1. *Vacation*—Employees shall earn and be granted vacation leave.
- 11.1.1. *Vacation Accrual Rates*—Employees shall accrue vacation hours in accordance with the following schedule:
- | <i>Accrual Rate</i> | <i>Biweekly</i> | <i>Annual</i> |
|-------------------------------------------------|-------------------|---------------|
| 1 st to 4 th years | 5.54 hours | 144 hours |
| 5 th to 10 th years..... | 8.31 hours | 216 hours |
| 11 th to 14 th years..... | 11.08 hours | 288 hours |
| 15 th to 24 th years..... | 13.85 hours | 360 hours |
| 25 th and succeeding years | 16.62 hours | 432 hours |
- 11.1.2. *Vacation Selection*—
- 11.1.2.1. *Shift Vacation*—Each employee shall select vacation in not less than 24-hour periods or multiple consecutive 24-hour periods by order of seniority within the department. Such selections are to be made within each shift schedule. After all employees have had the opportunity to select vacation time, those employees who have scheduled at least 144 hours of vacation during the calendar year will be allowed an additional two picks of 12-hour vacation periods each.
- 11.1.2.2. *Vacation Staffing*—No more than 2 IAFF unit employees per shift may be on vacation on any working day. However, 4 employees may be off on vacation per shift if the fire suppression staffing is above 20, or if it does not cause overtime, provided the employee requesting vacation calls before 7:45 a.m. to verify the staffing level.
- 11.1.2.3. *Unscheduled Vacation Selection*—Within the constraints of above, unscheduled vacation may be requested on a first-come basis up to one shift before the vacation would start. Ties are broken by seniority.
- 11.1.3. *Vacation Buy-back*—56-hour employees shall be permitted to receive the cash value of up to 96 hours of unused but accrued vacation during each calendar year.

Forty-hour employees shall be permitted to receive the cash value of up to eight (40) hours of vacation during each calendar year. The cash value shall be determined by multiplying the hours to be paid by the employee's enhanced hourly rate of pay.

11.1.4. *Vacation Accumulation*—Employees may not accumulate more than two times their annual accrual amount of vacation hours. Effective December 20, 2013, once an employee has accumulated two times the annual accrual, no further vacation leave will accrue until the pay period after the vacation balance has been reduced below the two-year cap. After the annual excess vacation payout in January 2013, there will be no further annual payouts of excess vacation. The Fire Chief with City Manager approval shall have the ability to grant an exception to this provision for bargaining unit members who reach their cap and are unable to use their vacation due to exceptional circumstances to be defined by the Fire Chief. In these situations, the Fire Chief with City Manager approval shall have the authority to grant the bargaining unit member the right to cash out additional vacation or to allow the member to temporarily exceed the vacation cap.

11.1.5. *Vacation Compensation Payout Upon Separation*—An employee who retires or separates from City employment and who has accrued unused vacation time on record shall be compensated at the employee's enhanced hourly rate of pay for all accumulated hours.

11.2. *Sick Leave/Non-industrial Injury Illness Leave*—

11.2.1. *Definition*—An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of the classification as the result of an injury or illness that is not industrially caused shall be eligible to receive sick leave without loss of salary or benefits within the limits set forth below.

11.2.2. *Amount of Sick Leave*—Employees will accrue 12 hours of sick leave per month of employment, which may be accumulated without limit.

11.2.2.1. *Sick Leave Amounts Used for Employees Hired 1/7/97 or Earlier*—
Employees hired prior to 1/7/97 or earlier will be charged at the rate of 11.2 hours of leave per 24-hour shift until all hours accrued at the 11.2 rate have been depleted. After each employee uses the hours accrued at the rate of 11.2 hours per month, that employee will then be charged hour-for-hour (e.g. 24 hours for each 24-hour shift) for all use of sick leave.

11.2.2.2. *Sick Leave Amounts Used for Employees Hired 1/8/97 or Later*—
Employees hired on or after 1/8/97 will be charged hour-for-hour when using sick leave (e.g. 24 hours of leave charged for each 24-hour shift).

11.2.3. *Sick Leave Request*—Employees shall complete and submit a request for paid sick leave for each occurrence of sick leave in accordance with the policies and procedures established by the Fire Chief.

11.2.4. *Approval of Sick Leave Request*—The Fire Chief or designee shall review all sick leave requests and, if approved, the request shall be granted. The Fire Chief or designee shall not unreasonably withhold approval of an employee's sick leave request.

11.2.5. *Verification of Injury or Illness*—

- 11.2.5.1. *Usual Verification*—An employee requesting paid sick leave shall provide reasonable verification of the illness or injury, usually in the form of the employee’s personal affidavit of injury or illness.
- 11.2.5.2. *Doctor or Nurse Practitioner’s Verification*—The Fire Chief or designee may require a verification prepared and signed by a medical doctor, physician’s assistant, or nurse practitioner, stating that the employee was unable to perform his or her regular duties and that the employee is able to perform the full scope of the normal and customary duties of the classification. This verification shall be required when an employee is absent due to illness or injury for a period of 3-consecutive shifts. In addition, the Fire Chief may require a medical verification any time there is a reasonable basis to believe that an individual employee has abused the leave. Such medical verification requests shall not be unreasonably imposed.
- 11.2.6. *Prohibition from Engaging in Outside Occupation*—An employee who is absent from duty as the result of a non-industrial injury or illness and on paid sick leave shall not perform duties in any occupation outside of the City service. This requirement is intended to ensure that an absent employee is doing all that is necessary to facilitate complete and swift recovery from the injury or illness causing temporary and/or partial disability and absence from work.
- 11.2.7. *Sick Leave Management Plan*—The purpose of the sick leave management plan is to provide a formal structure to correct excessive sick leave usage. Generally the sick leave management plan will become operative when an employee fails to respond to the supervisor’s review and counseling. If circumstances are present that warrant immediate action, the supervisor, with the approval of the Fire Chief or designee, may place an employee on a sick leave management plan in conjunction with the review and counseling of the employee concerning leave usage.
- 11.2.7.1. *Sick Leave Threshold*—
- 11.2.7.1.1. *Employees Scheduled 56-hour Workweeks*—Employees working 24-hour shifts, who exceed 144 hours or exceed 4 occurrences of sick leave per calendar year, regardless of whether the employee’s leave is charged at 11.2 or 24 hours per 24-hour shift, will be subject to a review of sick leave usage.
- 11.2.7.1.2. *Employees Scheduled 40-hour Workweeks*—Employees working 40-hour workweeks, who exceed 56 hours or 7 occurrences of sick leave per calendar year will be subject to a review of sick leave usage.
- 11.2.7.2. *Leave Monitoring*—The Fire Chief or designee will monitor sick leave monthly. Any pattern detected, which meets the threshold defined above, will be subject to review.
- 11.2.7.3. *Extenuating Circumstances*—Under extenuating circumstances, such as serious injury causing hospitalization, pregnancy/childbirth, or other serious illness or injury, requiring an employee to be absent from work for an extended period of time, the sick leave review and management program may be suspended by the Fire Chief or designee. The Fire Chief or designee shall determine those circumstances under which further review is suspended.

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- 11.2.7.4. *Review and Counseling*—An employee whose use of sick leave falls within the criteria outlined above shall meet with the immediate supervisor to discuss the reasons and/or causes of the leave usage. If it is determined that there are not mitigating circumstances affecting the use of sick leave, the supervisor will counsel the employee on the proper use of such leave. Corrective action, if warranted, will be discussed with the employee.
- 11.2.7.5. *Sick Leave Management Plan Requirements*—When a sick leave management plan is imposed, it will include a series of requirements that an employee must adhere to during the 12-month period the plan is in effect. Adherence to the requirements should serve to discourage excessive sick leave use.
- 11.2.7.6. *Plan Stipulations*—The sick leave management plan stipulates that an employee submit to the following when sick leave is used.
- 11.2.7.6.1. *Personal Notification*—Personally notify the on-duty shift battalion chief of the illness/absence by telephone.
- 11.2.7.6.2. *Examination*—Have an examination by a medical doctor or nurse practitioner on the day of the reported illness.
- 11.2.7.6.3. *Affidavit*—Obtain a note from a medical doctor or nurse practitioner that states the diagnosis and prognosis in medical terminology indicating the extent the employee is precluded from performing the job. Other than those stated above, a medical return-to-work release signed by a health care practitioner will not suffice in meeting this requirement.
- 11.2.7.6.4. *Other Conditions*—Identify any other condition that the supervisor deems appropriate for the specific circumstances to further discourage unwarranted use of sick leave.
- 11.2.7.7. *Disciplinary Process*—Failure to adhere to the sick leave management plan prescribed by an employee’s supervisor will result in disciplinary action.
- 11.2.7.8. *Maximum Paid Sick Leave Usage*—An employee who has insufficient sick leave hours on record to cover absences from the job shall use accrued vacation prior to receiving authorization for a medical leave of absence without pay.
- 11.3. *Bereavement Leave*—An employee may be granted leave of absence without loss of salary or benefits upon the death or for the funeral of a family member as defined below.
- 11.3.1. *Definition of Family Member for Bereavement Leave*—This leave may be granted for any of the following persons: spouse, domestic partner registered with the State of California, child, father, mother, step-father, step-mother, brother, sister, step-brother, step-sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.
- 11.3.1.1. *Non-family Member Leave*—Additionally, other such persons may be included in this provision if, in the opinion of the Fire Chief or designee, there exists an extraordinarily close familial relationship between the employee and the person in question. Leave for these other such persons other than family members as described above shall be charged to vacation leave.

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- 11.3.2. *Leave Within California*—Employees may be granted up to a maximum of 48 on-duty hours per occurrence for the death or to attend the funeral of a family member within California.
- 11.3.3. *Leave Outside California*—Employees may be granted up to a maximum of 72 on-duty hours per occurrence for the death or to attend the funeral of a family member outside of California.
- 11.4. *Medical Appointment Leave*—Employees shall receive leave with pay for appointments with medical doctors and dentists in instances where the employee can demonstrate that the appointment could not have been reasonably scheduled to occur on an off-duty day. An employee requesting such paid leave shall receive approval of the Fire Chief or designee prior to taking the leave. Such leave shall be authorized only for the actual time necessary for the appointment and a reasonable travel time to and from the appointment. Employees shall be required to submit a personal statement describing the nature and need of such visits. The City reserves the right to confirm or verify any appointment for which such leave is authorized.
- 11.4.1. *Medical Appointment Leave Charged to Sick Leave for 56-hour Employees*—The first 11.2 hours per year of medical appointment leave will not be charged to sick leave, all other absences related to medical appointments shall be charged to sick leave.
- 11.4.2. *Medical Appointment Leave Charged to Sick Leave for 40-hour Employees*—The first 8 hours per year of medical appointment leave will not be charged to sick leave, all other absences related to medical appointments shall be charged to sick leave.
- 11.5. *Sick Leave as Family Care Leave*—Employees accrue sick leave each year as defined in the sick leave article of this agreement. In recognition of Labor Code 233, effective 1/1/00, employees are permitted to use up to half of their annual sick leave accrual, in any calendar year, for the purpose of obtaining medical consultation, treatment, or for caring of a sick family member as defined below.
- 11.5.1. *Definition of Family Member for Sick Leave as Family Leave Purposes*—A family member, as defined in Labor Code 233, shall include the employee's spouse, domestic partner registered with the State of California, child, mother, and father.
- 11.5.2. *Leave Amount*—The combined total of hours taken for family care purposes pursuant to Labor Code section 233, if eligible, shall not exceed one-half of the employee's annual accrual of sick leave.
- 11.5.3. *Concurrent Use of Leave*—This leave may run concurrently with any family care leave permitted under federal or state law.
- 11.5.4. *Leave Accounting*—The accounting for sick leave as family care shall be on a payroll calendar year basis, effective the payperiod including January 1st of each year.
- 11.5.5. *Notification Procedures*—An employee using such leave is required to state the name of the family member, for the absence on the appropriate City form.
- 11.5.5.1. *Leave Notification*—Leave usage forms and notification procedures will continue to be used, and employees may be required to submit a health care practitioner's verification of injury or illness of the family member for any

period of time that the employee requests family care leave. Such medical verification requests shall not be unreasonably imposed.

11.5.5.2. *Leave Verification*—In addition, employees shall be required to submit a doctor or nurse practitioner’s medical certification, verifying the actual injury or illness of the employee’s family member if an employee requests family care leave subsequent to having been absent from a normally scheduled on-duty shift for a period of 48 consecutive hours. Such medical verification shall not be unreasonably imposed.

11.6. *Industrial Injury or Illness Leave*—An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of the classification as a result of an injury or illness, which has been determined to be industrially caused shall be granted Industrial Injury or Illness Leave without loss of salary or benefits.

11.6.1. *Administration of Leave*—The requirements and the amount of Industrial Injury or Illness Leave granted an employee are prescribed in Labor Code Section 4850 and its related sections in effect at the time of the industrial illness or injury.

11.6.2. *Modified-duty Program*—The department has a modified-duty program described in another section of this agreement.

11.6.3. *Prohibition from Engaging in Outside Occupation*—An employee who is absent from duty as a result of an industrial injury or illness and receiving Industrial Injury or Illness Leave shall not perform duties in any occupation outside of the City service. This requirement is intended to ensure that the employee is doing all that is necessary to facilitate complete and swift recovery from the injury or illness that caused the absence from duty and temporary and/or partial disability.

11.7. *Pregnancy Disability and Childcare Leave*—Employees may be granted leave up to the maximum period of time permitted by law for disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions or for reason of the birth of a child or the placement of a child with an employee in connection with adoption. These leaves may run concurrently with Pregnancy Disability, Family Medical Leave Act, or California Family Rights Act leaves.

Article 12. Leave Conversion

12.1. *Leave Conversion Factors*—Employees who change workweek schedules shall be entitled to the following conversions. An employee working 56-hour schedule changing to a 40-hour schedule will have accrued hours converted to a 40-hour equivalent workweek. Employees working a 40-hour schedule changing to a 56-hour schedule will have accrued hours converted to a 56-hour equivalent workweek. The following conversion factors apply for each leave type:

12.1.1. *56-hour Schedule*—A 56-hour schedule changed to a 40-hour workweek schedule will have leaves converted in the following manner.

12.1.1.1. *Sick Leave Conversion*—Accrued sick leave hours will be converted by multiplying by a factor of .7142857.

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- 12.1.1.2. *Vacation Leave Conversion*—Accrued vacation hours will be converted by multiplying by a factor of .555.
 - 12.1.1.3. *Vacation Buy-back*—Employees who have scheduled and taken a minimum of 144 hours of vacation shall be permitted to receive the cash value of up to 72 hours of unused but accrued vacation. The cash value will be determined by multiplying the hours to be paid by the employee’s enhanced hourly rate of pay.
 - 12.1.2. *40-hour Schedule*—A 40-hour schedule changed to a 56-hour workweek schedule will have leaves converted in the following manner.
 - 12.1.2.1. *Sick Leave Conversion*—Accrued sick leave hours will be converted by multiplying by a factor of 1.4.
 - 12.1.2.2. *Vacation Leave Conversion*—Accrued vacation hours will be converted by multiplying by a factor of 1.8.
 - 12.1.2.3. *Vacation Buy-back*—Employees who have scheduled and taken a minimum of 80 hours of vacation during each calendar year shall be permitted to receive the cash value of up to 51.4 hours of unused but accrued vacation. For Vacation Buy-back purposes only, when assigned a 40-hour workweek schedule, each hour has a 1.2857-hour equivalency. The cash value of the buy-back hours will be determined by multiplying the hours to be paid by the employee’s enhanced hourly rate of pay.

Article 13. Long-term Disability Program

- 13.1. *Application for Benefits*—An employee who is disabled from performing the full scope of the usual and customary duties of the classification as the result of an injury or illness and has utilized all accrued paid leave and sick leave for which the employee is eligible up to the 30th calendar day of disability, may file an application for long-term disability insurance benefits in accordance with the requirements of the long-term disability insurance plan.
- 13.2. *Elimination Period*—The elimination period for the long-term disability plan is 30 days. Employees will not be required to utilize sick leave in excess of this elimination period in order to qualify for disability payment.
- 13.3. *City Determination*—If an employee has a long-term disability, the City shall determine from medical documentation whether the employee is permanent and stationary or whether the employee is temporarily disabled:
 - 13.3.1. *Permanent and Stationary Status*—An employee is considered permanent and stationary if he/she is incapacitated from performing the full scope of the usual and customary duties of the classification.
 - 13.3.2. *Temporary Disability Status*—An employee is considered temporarily disabled if the medical prognosis for the employee’s eventual ability to completely recover to a point of being able to assume the full scope of the usual and customary duties of the classification is such that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof.

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- 13.4. *Permanent and Stationary Determination*—If the City determines from medical documentation that the employee with or without accommodation is permanent and stationary, the City may retire the employee or otherwise separate the employee from the classification and/or from City service.
- 13.5. *Temporary Disability Determination*—If the City determines that the employee is temporarily disabled from performing the full scope of the usual and customary duties of the classification and that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof, then the City may grant the employee a leave of absence without pay for a period appropriate to the time necessary to determine the employee’s ability to completely recover, or the City may not grant such leave and separate the employee from the classification and/or from City service in accordance with applicable law.
- 13.6. *Permanent and Stationary Determination During Leave of Absence*—If the City grants an employee a leave of absence without pay for the purpose of providing the employee with the ability to completely recover, and the employee’s disability becomes permanent and stationary during the period of such leave, and the employee is precluded from performing the duties of the classification with or without accommodation from, then the City may retire the employee on a disability retirement or otherwise separate the employee from the classification and/or City service at the time the employee’s condition becomes permanent and stationary in accordance with applicable law.
- 13.7. *Accrued Vacation Payment*—Upon becoming eligible for long-term disability benefits and being granted a leave of absence without pay for a period appropriate to the time necessary to determine an employee’s ability to completely recover, the City will pay, at the request of the employee, any accrued vacation time for which the employee qualifies.
- 13.8. *Insurance Premium Payment*—The City will continue to pay the insurance premiums on behalf of a disabled employee and dependents if the employee has elected these benefits, pursuant to the provisions for such payments otherwise provided in this agreement, until the date of the employee’s separation from City service.

Article 14. Modified-duty Program

- 14.1. *Modified Duty Program*—The purpose of the modified-duty program is to prevent deterioration of skills, facilitate recovery, and eliminate a potential for income loss. It minimizes the loss of productive time while at the same time reintroducing the employee to work. Modified duty assignments will be structured so employees are not placed in a duty status that would aggravate an injury or illness.
- 14.2. *Coverage*—Employees who suffer a temporary or partial disability due to an industrial or non-industrial injury or illness will be covered by this modified duty program.
- 14.2.1. *Determination and Required Reports*—
- 14.2.1.1. *Assignments*—Modified duty assignments may be made following evaluation and determination by the Fire Chief or designee. The determination will be based on available medical information, and in

- consultation with the employee or the employee's immediate supervisor. Determinations will also be based on the needs of the City and the impact of modified duty on departmental operations.
- 14.2.1.2. *Evaluation and Determination*—The evaluation and determination of modified duty assignments may be initiated by the Fire Chief or designee, at the request of the employee's immediate supervisor, or at the request of the employee.
- 14.2.1.3. *Medical Reports*—Once the initial medical report is received by the department, updated medical reports shall be submitted to the Fire Chief or designee at two-week or other agreed-upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether a modified duty assignment has been made.
- 14.2.1.4. *Review of Assignment*—Reports will be evaluated by the Fire Chief or designee for purposes of commencing, continuing, or terminating a modified duty assignment.
- 14.3. *Modified-duty Assignments, Definitions, and Restrictions*—
- 14.3.1. *Assignments*—Modified duty assignments may consist of reduced work hours, limited work, or any combination thereof.
- 14.3.2. *Impact to Employee*—Modified duty assignments will not adversely affect the employee's normal enhanced biweekly gross wages or retirement benefits.
- 14.3.3. *Fire Department Assignments*—Modified duty assignments will be within the employee's assigned department and will involve work that is within the employee's work limitations.
- 14.3.4. *Normal Business Hour Assignments*—The employee may be assigned modified-duty work during normal office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 14.3.5. *Case-by-Case Review*—Specific modified-duty assignments will be developed based on a case-by-case review of the medical restrictions, so as not to aggravate an injury or illness.
- 14.3.6. *Field Emergency Responses*—Employees will not be placed in modified duty assignments that, in the normal course of events, will require a direct field emergency response.
- 14.3.7. *Reevaluations*—The employee shall be allowed to leave the modified duty assignment due to any discomfort from or aggravation to the injury or illness, which necessitated the employee going on modified duty status. Absences of 2 or more occurrences during a modified duty assignment shall require an appointment and evaluation with the treating physician.
- 14.3.8. *Uniforms*—Employees shall not be required to wear a uniform while on modified duty assignments.
- 14.3.9. *Holidays*—Employees in a 40-hour per week modified duty status shall receive the same holiday compensation as if still working in a 56-hour workweek assignment.
- 14.3.10. *Vacation Scheduling*—Employees assigned to modified duty work shall take

their vacation as normally scheduled. Vacations shall cover the same number of duty and calendar days as would have been if the employee had remained on full duty.

- 14.4. *Return-to-Full-duty Status*—Employees will be returned to full duty as soon as possible following medical certification that the employee is able to resume the essential functions of the classification with or without accommodation.

Article 15. Layoff and Demotion Policy

- 15.1. *Reduction in Force*—In the event of a reorganization or reduction in force, the employee with the least service in the affected classification shall be demoted first. The demoted employee shall be reassigned to a lower-related classification or assignment held by an employee with less department seniority.
- 15.2. *Displaced Employees*—If the demoted employee will displace another employee with less department seniority, and is not deemed capable by the City to work in that classification or assignment, the demoted employee shall be laid off. The employee with the least City service shall be laid-off first and so on until no further layoffs are needed. This layoff and demotion practice shall continue through the ranks until the lowest classification is reached and no further layoffs are needed.
- 15.3. *Seniority*—When layoffs are to occur, seniority is determined by years of service with the City, not Fire Department years of service.

Article 16. Residence Requirements

Employee must reside within a six hundred and sixty (660) miles radius of Fire Station 61.

Article 17. Emergencies

Nothing contained in this agreement shall limit the authority of the department and the City to make necessary changes during emergencies. The department and/or the City shall notify the Union of such changes as soon as possible. Emergency assignments of employees shall not exceed beyond the period of the crisis. An emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Article 18. Discipline Provision

Employees covered by this agreement shall have the right to appeal the following kinds of discipline, which shall only be imposed for just and proper cause, using the grievance procedure contained in this agreement, or, at the employee's option, to the Personnel Board using the appeal procedure specified in the City's personnel rules for termination, demotion

from one classification to another classification, in-grade pay reduction, suspension without pay, and involuntary removal from a special assignment where the removal results in a loss in base salary or loss of assignment pay. Employees do not have the right to appeal other forms of discipline, such as verbal counselling and written reprimands. Employees who appeal from a disciplinary action must state in writing in paper, initiating the appeal whether it shall be decided using the grievance procedure contained in this agreement or the appeal procedure specified in the City's personnel rules. Notwithstanding a request from an employee using the grievance procedure contained in this agreement that his/her disciplinary appeal be heard by an arbitrator, and an appeal of a disciplinary action shall not be advanced to binding arbitration unless the Union's President notifies the City's Human Resources Director in writing within 30 days after receipt of the City Manager's decision by the employee that the Union requests that the appeal be advanced to arbitration.

Article 19. Grievance Procedure

This grievance procedure shall be applied in resolving grievances filed by employees covered by this agreement.

- 19.1. *Definition of a Grievance*—A grievance is defined as an allegation by an employee or a group of employees that the City has failed to provide a condition of employment, established by this agreement, provided that the condition of employment is not a matter within the discretion of the Fire Chief or the City. This grievance procedure shall not apply to matters over which the Personnel Board has jurisdiction.
- 19.2. *Stale Grievance*—A grievance shall be void unless filed in writing within 45-calendar days from the date upon which the City is alleged to have failed to provide a condition of employment that has been established by this agreement, or within 45-calendar days from the time an employee might reasonably have been expected to have learned of the alleged failure. In no event shall a grievance include a claim for money relief for more than the 45-calendar day period, plus such reasonable discovery period.
- 19.3. *Informal Discussion with Employee's Supervisor*—Before proceeding to the formal grievance procedure, an employee shall discuss the grievance with immediate supervisor in private and attempt to work out a satisfactory solution. If the employee and immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent him/herself individually. Or the employee may request the assistance of an employee representative of choice, who has been officially authorized by the Union, pursuant to this agreement, to put in writing and formally present the grievance.
- 19.4. *Formal Written Grievance to Employee's Battalion Chief*—If the employee chooses to formally pursue the grievance, it shall be presented in writing to the Battalion Chief within 15-calendar days after the date upon which the grieving employee informally discussed the grievance with the immediate supervisor. The written grievance shall specify the Article, Section, and/or Subsection of this agreement alleged to have been violated by the City and shall specify dates, times, places, persons, and other facts necessary for a clear understanding of the matter being grieved. Within 15-calendar

days of receipt of the written grievance, the Battalion Chief shall respond to the grievance with an answer in writing. If the grievance is not resolved at this level, the employee shall have 15-calendar days from receipt of the Battalion Chief's answer in which to file an appeal to the Fire Chief.

- 19.5. *Waiver of Battalion Chief Review*—If the grievance is not resolved after the informal discussion with the employee's immediate supervisor, the grievant and the Battalion Chief may, by mutual agreement, waive review of the grievance by the Battalion Chief and proceed to present the grievance to the Fire Chief or designee.
- 19.6. *Grievance to Fire Chief*—The Fire Chief or designee shall have 15-calendar days after receipt of the grievance to review and answer it in writing. A meeting between the Fire Chief or designee and the grievant and designated representative is required at this level unless waived by mutual agreement.
- 19.7. *Arbitration of Grievance*—In the event that the grievance is not resolved by the Fire Chief or designee, the grievant may, within 30-calendar days after receipt of the Fire Chief's decision, request that the grievance be heard by an arbitrator.
- 19.8. *Informal Review by the City Manager*—Prior to the selection of an arbitrator and submission of the grievance for hearing by an arbitrator, the City Manager or designee shall informally review the grievance and determine whether the grievance may be adjusted to the satisfaction of the employee. The City Manager or designee shall have 15-calendar days in which to review and seek adjustment of the grievance.
- 19.9. *Selection of Arbitrator*—The arbitrator shall be selected by mutual agreement between the City Manager or designee and the grievant or representative. If the City Manager or designee and the grievant or representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of 7 qualified arbitrators. The City Manager or designee and the grievant or representative shall then alternately strike names from the list until only one name remains, and that person shall serve as the arbitrator.
- 19.10. *Arbitrator Review*—The provisions for arbitration are not intended and shall not be construed to empower the arbitrator to change any condition of employment, specifically covered by this agreement or to revise, modify, or alter, in any respect, any provision contained in the agreement.
- 19.11. *Duty of the Arbitrator*—Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and disposition of the grievance, which shall be final and binding upon the parties. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the agreement applicable to the grievance.
- 19.12. *Payment of Costs*—Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne half by the City and half by the grievant.
- 19.13. *Effect of Failure of Timely Action*—Failure of the employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

19.14. *Non-Union Representation*—In the event that an employee chooses to represent him/herself, or arranges for a representative independent of the Union, the Fire Chief and the City shall make no disposition of a grievance that is inconsistent with the terms and conditions of this agreement. In the event an employee shall elect a hearing independently under this Article, the Union shall have the right to be a full and equal party to such proceedings for the purpose of protecting the interests of its members under the terms of the agreement.

Article 20. Agreement, Modification, and Waiver

- 20.1. *Full and Entire Agreement*—This agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing Understanding and agreements over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety. In the event that the provisions of this agreement are found to be in conflict with a City rule, regulation, or resolution, the provision of this agreement shall prevail over such conflicting rule, regulation, or resolution.
- 20.2. *Written Modification Required*—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 approved by the City Council.
- 20.3. *Waiver*—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.
- 20.4. *Term of Agreement*—The term of this agreement is from July 1, 2017 through June 30, 2022.

Signatures

Except as amended herein and hereby, all terms and conditions of the agreement between the City of South San Francisco and the International Association of Firefighters, Local 1507 as set forth originally in the Memorandum of Understanding for the period of July 1, 2017 through June 30, 2022 shall remain in full force and effect for the contract term set forth herein.

Signed this _____ day of _____, 20____ by:

For the Union:

For the City:

Dr. David Swim, Chief Negotiator

LaTanya Bellow, Chief Negotiator

Todd Rael

Jess Magallanes, Deputy Fire Chief

Jeremiah Seipel

Jesse Lange

Anthony Ottoboni

Appendix A

Classifications

The current classifications in this unit are the following:

- Paramedic Firefighter Recruit
- Paramedic/Firefighter
- Fire Apparatus Engineer
- Fire Captain
- Safety Inspector I (40-hour schedule)
- Safety Inspector II (40-hour schedule)
- Senior Safety Inspector III (40-hour schedule)

Appendix B

Salary Schedule

July 1, 2017

JOB TITLE	JOB CODE	EFFECTIVE DATE	UNIT	PAY RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIRE APPARATUS ENGINEER	B120	30-JUN-2017	IAFF	Hourly Rate	35.02	36.77	38.60	40.54	42.56
				FF 112 BW	3922.24	4118.24	4323.20	4540.48	4766.72
				FF 112 Monthly	8498.19	8922.85	9366.93	9837.71	10327.89
FIRE CAPTAIN	B100	30-JUN-2017	IAFF	Hourly Rate	38.32	40.24	42.24	44.35	46.57
				FF 112 BW	4291.84	4506.88	4730.88	4967.20	5215.84
				FF 112 Monthly	9298.99	9764.91	10250.24	10762.27	11300.99
PARAMEDIC FIREFIGHTER	B130	30-JUN-2017	IAFF	Hourly Rate	35.02	36.77	38.60	40.54	42.56
				FF 112 BW	3922.24	4118.24	4323.20	4540.48	4766.72
				FF 112 Monthly	8498.19	8922.85	9366.93	9837.71	10327.89
PFF RECRUIT (40 hours)	B135	30-JUN-2017	IAFF	Hourly Rate	46.68				
				Bi-Weekly Rate	3734.40				
				Monthly	8091.20				
SAFETY INSPECTOR I	B200	30-JUN-2017	IAFF	Hourly Rate	46.67	49.02	51.47	54.03	56.74
				Bi-Weekly Rate	3733.60	3921.60	4117.60	4322.40	4539.20
				Monthly	8089.47	8496.80	8921.47	9365.20	9834.93
SAFETY INSPECTOR II	B195	30-JUN-2017	IAFF	Hourly Rate	51.34	53.89	56.60	59.42	62.38
				Bi-Weekly Rate	4107.20	4311.20	4528.00	4753.60	4990.40
				Monthly	8898.93	9340.93	9810.67	10299.47	10812.53
SAFETY INSPECTOR III	B190	30-JUN-2017	IAFF	Hourly Rate	56.02	58.81	61.77	64.85	68.11
				Bi-Weekly Rate	4481.60	4704.80	4941.60	5188.00	5448.80
				Monthly	9710.13	10193.73	10706.80	11240.67	11805.73

Appendix C

Union Time Bank

The City and the Union agree that a Union Time Bank will be established during the term of this Agreement. The conditions for use of the bank will be established by mutual agreement, with the parties making all reasonable efforts to have the Time Bank established and available for use no later than December 31, 2012. It is understood that the use of the Time Bank cannot result in financial cost to the City or have an adverse impact on staffing.

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