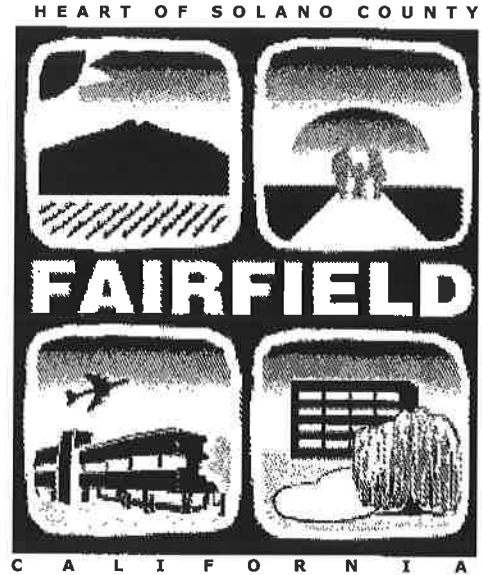


MEMORANDUM OF UNDERSTANDING



City of Fairfield
&
Fairfield
Professional
Firefighters'
Association

July 1, 2017 — June 30, 2021

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF FAIRFIELD AND THE
FIREFIGHTERS LOCAL 1186, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO,
FOR THE FAIRFIELD PROFESSIONAL FIREFIGHTERS**

THIS MEMORANDUM OF UNDERSTANDING made and entered into at Fairfield, California, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as the "City," and the FIREFIGHTERS LOCAL 1186, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, FOR THE FAIRFIELD PROFESSIONAL FIREFIGHTERS, hereinafter referred to as "Local 1186," is intended to define the wages, hours, and working conditions of that group of employees hereinafter identified during the term hereof and upon ratification and approval of the City Council of the City of Fairfield.

WHEREAS, the Fairfield Professional Firefighters' Association (FPFA or the "Association") represents all classifications of sworn fire safety employees listed under Section 1. "Recognition"; and

WHEREAS, the authorized representatives of the City and the authorized representatives the Association have met and conferred pursuant to California Government Code Section 3500 et seq., and Resolution No. 2001-185, in order to reach an agreement concerning wages, hours, and working conditions within the scope of representation; and

WHEREAS, the Association and the City hereby acknowledge that the provisions of this agreement are not intended to abrogate the authority and responsibility of the City Government provided for under the laws of the State of California or the ordinances and resolutions of the City Council; and

NOW THEREFORE, the City and the Association agree to this MOU, as follows:

1. Recognition: The City recognizes Local 1186 as the representative for the following classifications in matters pertaining to wages, hours, and other conditions of employment.

Firefighter
Fire Engineer
Fire Captain

If the Fire Chief determines a need to change the existing rank structure during the term of this agreement, the parties agree to meet and confer on the proposed change.

- A. A minimum of 51 FPFA personnel will be maintained by the City.
- B. The Fire Chief or designee will develop options for paramedic de-certification for Fire Engineers, as long as the minimum number of paramedics per shift is maintained. Currently, 21 paramedics are required. Engineers will have priority in de-certification.

C. City will operate stations with a minimum daily staffing of 15 FPFA members excluding chief officers and volunteers.

D. If the City implements an ambulance program, the City and FPFA will meet and confer on the daily minimum staffing of emergency response personnel.

2. Term: This MOU becomes effective July 1, 2017 and shall continue in effect through June 30, 2021.

3. Non Discrimination: Neither the City nor Local 1186 shall discriminate against any bargaining unit employee on the basis of race, color, national origin, ancestry, religious creed, physical handicap, marital status, sex, or union membership.

4. Dues Checkoff: Upon receipt of written authorization from the bargaining unit employee, the City will deduct from the bi-weekly paycheck of the unit members an amount equal to the regular monthly dues for Local 1186. Said deduction should be made bi-weekly for the accrued wages of each bargaining unit member after all other required deductions have been made. The deduction authorization may be canceled and dues check-off payroll discontinued at any time by the member upon voluntary written notice to the City's Director of Human Resources. The deduction authorization or cancellation shall be made on the forms provided by the City's Human Resources Department.

Dues withheld by the City shall be transmitted to the officer designated in writing by Local 1186 as the person authorized to receive said fund. Local 1186 shall indemnify, defend and hold the City of Fairfield harmless against any claims made and any suit instituted against the City of Fairfield on account of check-off or employee organization dues.

5. Probationary Period and Merit Review:

A. Probationary Period: Classifications represented by the Fairfield Professional Firefighters' Association shall serve a probationary period of twelve months.

B. Merit/Review: Employees are eligible for a merit review increase twelve (12) months after date of hire as recommended by the supervisor's evaluation.

C. Promotions/Demotions/Merit Dates

1. Promotion: Upon promotion the employee will receive the salary step of the new classification closest to 5% without going under 5%.

A promotion is defined as moving from one classification to another classification where the top step salary of the new classification exceeds the top step salary of the previous classification. Employees who are promoted will serve a 6-month probationary period.

2. Demotion: upon demotion, employees will go to the same step as they had in their previous classification prior to the promotion. Employees who are being demoted and have not held a previous classification with the City will be placed at the same step in the new classification as that held in the previous classification.

A demotion is defined as moving from one classification to another where the top step salary of the new classification is less than the top step salary of the previous classification.

3. Merit Date: the annual review date will change to correspond to the effective date of the promotion, demotion or flexing of the position.

6. Compensation/Wages:

- A. Wage Increases: Effective in the first full pay period following City Council approval, employees will receive a 4% base wage increase. In the first full pay period of July 2018, July 2019 and July 2020, employees will receive 4% base wage increases.
- B. Total Compensation: The process for market comparison compensation adjustments ended with the final negotiated adjustment in 2007. The parties agree that the process for market comparison compensation adjustments, as described below expired June 30, 2008, and will not be implemented during the term of this MOU. The parties agree to leave in language from the expired MOU to describe the process for market comparison compensation adjustments, in the event the parties negotiate such compensation adjustments in a subsequent MOU. Retaining a reference to language for market comparison compensation adjustments is not grievable and does not obligate the City to implement such adjustments absent an explicit future agreement.

The City will gather compensation data for a top step Fairfield Firefighter from the survey agencies listed in Section 8 of the MOU. The elements of compensation that will be gathered shall be the same as used by consultant Johnson & Associates in its chart entitled, "Predicted Total Compensation; No Insurances; Max Longevity" (hereafter, "Total Compensation") in his 2000 survey of firefighter compensation. "Predicted" means increases known to be implemented through July 31st. The internal relationships between Firefighter, Fire Engineer and Fire Captain will be as specified in Section 11 of the MOU. If, as of March 31st of the year in which Total Compensation is analyzed, Fairfield firefighters' Total Compensation is 5.5% or more above the mean of the survey agencies, no adjustment will be made to Fairfield firefighters' Total Compensation. If, as of March 31st of the year in which Total Compensation is analyzed, Fairfield Firefighters' Total Compensation is less than 5.5% above the mean of the survey agencies, Fairfield Firefighters' Total Compensation will be adjusted to 5.5% above the mean of the survey agencies. The City will inform FPFA on or between March 1st and May 31st whether or not an adjustment for that year is required under the MOU and the reasons therefore. The Total Compensation adjustment will be effective the first full pay period of July of the year in which the adjustment is made. The parties agree that their intent is for the adjustment to go toward firefighters' salary and toward maintaining internal salary relationships, unless some other element of Total Compensation has fallen significantly behind the survey agencies.

- C. Internal Alignments: The internal alignments among the classifications covered by this MOU will be as follows:

1. The internal alignment between Firefighter and Fire Engineer at comparable educational levels will be approximately 10%.
2. The internal alignment between Fire Engineer and Fire Captain at comparable education levels will be approximately 15%.

D. Survey Agencies: The ten (10) agencies below shall be used as a guide for future negotiations and reclassification purposes, for members of the bargaining unit.

1. Alameda
2. Davis
3. Hayward
4. Livermore-Pleasanton Fire Protection District
5. Napa
6. Richmond
7. Contra Costa County FPD
8. San Ramon Valley Fire Protection District
9. Vacaville
10. Vallejo

The following criteria has been agreed upon in the selection of comparable agencies;

1. Employer Size
 - population range 50,000 to 150,000
 - employee range 250-1,200
2. Geographic Proximity
 - agencies with whom City competes to recruit and retain staff
 - generally reflective of cost of living
 - 7 counties on I-80 corridor: Solano, Alameda, Napa, Contra Costa, Yolo, Sacramento, Placer
3. Nature of service provided
 - full service cities with Fire Departments
4. Specialized markets
 - fire districts (e.g., Pleasanton/Livermore merger)

E. Overtime and Comp Time:

1. Overtime shall be considered all time worked other than regularly scheduled hours.
2. Overtime is calculated to the nearest quarter hour and shall be paid at one and one-half (1 1/2) times the hourly rate of persons assigned to 40-hour work week adjusted according to shift assignment as referenced in section 8.
3. Callbacks shall be at overtime rate with four (4) hour minimum paid regardless of when the callback occurs and calculated to appropriate rate according to shift assignment as referenced in section 8.

4. Solely upon the employee's request, compensatory time off at time and one-half may be granted by the Department in lieu of overtime pay with a maximum allowable accumulation of 480 hours for 56 hour/week personnel and 171 hours for 40 hour/week personnel. If personnel change between 56 hour/week and 40 hour/week shift schedules, their comp time accruals shall be adjusted by a factor of 1.4.

At the employee's option, the City shall pay all or a portion of the accumulated compensatory time within 30 days of the request date.

7. Additional Compensation:

- A. **Out of Grade Pay:** In instances where the Chief or designee determines that an out of grade assignment is appropriate, the employee filling the slot will receive a minimum of five percent (5%) beginning from the 12th hour that the shift has been worked. By January 2017 this will change to become hour for hour acting pay. If a Fire Captain or Fire Engineer eligibility list exists, only employees on the list shall be eligible for out of grade pay.
- B. **Shift Differential:** The City will pay \$100.00 shift differential per month for those employees assigned to a regular forty-hour work week, excluding employees attending training and on light duty assignments. Assignments consisting of 11 or more working days shall constitute one month.
- C. **EMT Pay:** Every Firefighter, Fire Engineer and Fire Captain are required to maintain EMT-B certification (including the defibrillator module) in accordance with all applicable State laws, county ordinances and other rules and regulations. The City will incur the cost of the recertification program. The City will make all decisions regarding administration of the training program including scheduling, location and type of classes. EMT pay of 2.5% of base salary will be paid to every eligible member of the bargaining unit with EMT-B certification.
- D. **Paramedic Pay:** The paramedic pay will be 10% of top step Firefighter for Firefighter/Paramedics. The paramedic pay will be 7.5% of actual step for Fire Engineers and 5.0% of actual step for Fire Captains. The City will pay all out-of-pocket costs for employees maintaining paramedic certification and continuous training in accordance with all applicable State laws, County ordinances, City policies, and other rules and regulations. Courses are subject to City approval. The City will pay for off-duty hours spent in the pre-approved paramedic training classes at time and one-half the employee's regular rate of pay. Paramedics receiving paramedic pay will also receive 2.5% EMT pay.

E. Preceptor Pay:

1. 40-call Internship - Paramedics shall receive \$20 per shift per student for precepting an EMT-P trainee for his or her 40-call internship. A Paramedic preceptor shall also receive the compensation described above for precepting an EMT-P trainee who splits his or her training time between the Fairfield Fire Department and another advanced life support (ALS) provider. If an EMT-P trainee fails to complete his/her 40-call internship, the Paramedic preceptor shall receive \$20 for each shift he or she precepted the trainee. Paramedics shall receive a \$200 minimum for less than 10 shifts, and \$400 for 11 through 20 shifts. If the precepting extends beyond 20 shifts, a Paramedic preceptor will continue to receive \$20 per shift for precepting the student.
2. 5-call Process - Paramedic preceptors shall receive \$100 for precepting each EMT-P for his or her Solano County accreditation. A Paramedic preceptor shall receive the full amount, even if the accreditation is not awarded. A Paramedic preceptor shall not receive an additional \$100 if the accreditation criteria is met by using the calls obtained within the 40-call internship.

F. Education Incentive: Employees represented by this unit will be eligible for the following incentive pays, with appropriate verification of certificates and education. Degrees must be from an accredited institution approved by the Director of Human Resources or designee. Incentive pay is PERS reportable as Special Compensation.

Eligible employees may qualify for an award of incentive pay as follows:

1. Firefighters, Engineers and/or Captains who earn 60 units in an Associates Degree Program or an Associates Degree shall receive an educational incentive of 2.5% of base pay.
2. Firefighters, Engineers and/or Captains who earn a Bachelors Degree shall receive an educational incentive of 5.0% of base pay.
3. Firefighters, Engineers and/or Captains who successfully complete all the required courses for the Fire Officer Certificate shall receive an educational incentive of 2.5% of base pay. The courses which are required for the Fire Officer certificate shall be determined by the California State Fire Marshall. In the instance where the California State Fire Marshall changes, add, or subtracts classes; any past curriculum where the employee earned the incentive shall be honored. Therefore, once the incentive is earned, it shall not be withdrawn due to curriculum changes to the certificate program. The incentive is based on completion of the courses; actual possession of the Fire Officer Certificate is not necessary to receive the incentive.
4. Firefighters, Engineers and/or Captains who successfully complete all the required courses for the Chief Officer Certificate shall receive an educational incentive of 2.5% of base pay. The courses which are required for the Chief Officer certificate shall be determined by the California State Fire Marshall. In the instance where the California State Fire Marshall changes, add, or subtracts

classes; any past curriculum where the employee earned the incentive shall be honored. Therefore, once the incentive is earned, it shall not be withdrawn due to curriculum changes to the certificate program. The incentive is based on completion of the courses; actual possession of the Chief Officer Certificate is not necessary to receive the incentive.

Total maximum incentive pay that may be awarded is 7.5%. A represented employee with both an Associate of Arts Degree and a Bachelors Degree would receive an incentive 5.0%. As an example, a represented employee with a Bachelors Degree, who successfully completed the required courses for a Fire Officer Certificate and who successfully completed the required courses for a Chief Officer Certificate would be entitled to an incentive of 7.5%.

G. Strike Team Pay – Subject to reimbursement by the State, Strike Team pay shall begin upon the member's departure from home and shall continue until such time the strike team member returns home.

H. Hazmat Incentive Pay

1. The City has committed five members from the Fairfield Fire Department to participate in the Solano County Hazmat Team.
2. Represented employees' participation in the Solano County Hazmat Team shall be voluntary.
3. Employees on the Hazmat team shall participate for a minimum of two (2) years. If an employee on the Team endures a hardship that he/she feels justifies discontinuing their assignment prior to the two (2) year commitment, he/she can submit a hardship request to the Fire Chief. The Decision of the Fire Chief is final and not grievable or appealable.
4. Employees who have filled the role for two (2) years or more may resign if they choose to do so. They must submit a resignation letter to the Fire Chief and provide 90 days advance notification. The Hazmat incentive pay will end the first pay period following the employee's resignation from the team.
5. The City shall be responsible for all initial training, including off-site sessions, and all on-going training that may be necessary or required.
6. When there is a vacancy on the Hazmat team, the Fire Chief shall determine the selection process and will choose who to place on the Team. The Fire Chiefs decision is final and is not subject to grievance.
7. The City will pay for and ensure that each team member is provided an annual physical which meets the requirements set forth in the code of Federal Regulations (CFR).
8. Each shift will have at least one Hazmat team member assigned beginning at the completion of the January 2006 bid process.

9. Compensation for Team members shall be paid as follows:

All current active members of the Hazmat team, regardless of the level trained in Hazmat response (Technician, Specialist and/or Incident Commander) shall receive incentive pay of 5% of actual step. Actual step includes educational incentives.

The Hazmat incentive pay shall be effective April 1, 2005. The incentive pay, including retroactive amounts, shall be reflected in the employees' paychecks as soon as possible following Council approval of Hazmat Pay.

The Hazmat incentive pay will be paid on a bi-weekly basis to all active Hazmat team members effective April 1, 2005.

8. Hours of Work/Shift Trades:

- A. Hours of Work: The City has a 2912-hour payroll basis for fire personnel working 24-hour shifts.
1. General: Firefighters will be assigned to 8, 10 or 24 hour shifts.
 - a. Firefighters assigned to 24 hour shifts (56 hour work week) will provide the minimum level of emergency response functions for all stations. Firefighters assigned to a 24-hour shift will remain on that schedule until they request an 8 or 10-hour shift, if one is available.
 - b. Additional personnel who are needed to accomplish tasks will be assigned to an 8 or 10-hour shift (40 hour work week). Firefighters working the 24-hour shift may be temporarily assigned to an 8 or 10-hour shift for purposes of training or light duty.
 - c. When exigent circumstances occur, a firefighter may be assigned to the 8, 10 or 24-hour shift.
 2. For 8 or 10-hour shifts, breaks for mealtimes are not included as hours worked, if provided in the shift. Callout during mealtime shall be paid as overtime at actual time worked to the nearest 15 minutes.
 3. 40-hour work week employees shall be scheduled for consecutive days off except with agreement of employee.
 4. Shifts shall be scheduled by no later than the 25th of each month for the next succeeding month except for rescheduling due to training or reassignment between suppression and non-suppression duties.
 5. There shall be no pay increase, pay decrease, shift extension or reduction upon periodic changes to and from Standard time to Daylight Savings time.

6. Work after 5:00 p.m.: Continue with existing practice.
7. For payroll record-keeping purposes only, biweekly paychecks and the records showing accrual rate and accrued leave time (vacation and sick leave) and overtime payments will be as if all bargaining unit members are assigned to a 40-hour work week. When leave time is used or overtime paid, it shall be charged against the accrual records based on the following ratios by assigned work shift.

WORK WEEKS	
Persons Assigned to 40-Hour Week	Persons Assigned to 56-Hour Week
One (1) hour = 1 hour	One (1) hour = .7143 Hours

EXAMPLES:

- 1) A bargaining unit member assigned to 56-hour work week takes four (4) hours vacation.

The calculation of vacation time is as follows:

$$4 \text{ hours} \times .7143 = 2.8572$$

- 2) A bargaining unit member assigned to 56-hour work week works four (4) hours overtime.

The calculation of overtime is as follows:

$$4 \text{ hours} \times .7143 = 2.8572 \text{ hours} \times 1.5 \times \text{hourly rate of persons assigned to 40-hour work week} = \text{Total}$$

EXAMPLE:

$$56\text{-hour week: } 4 \text{ hours} \times 1.5 = 6 \text{ hours} \times (56 \text{ hourly rate } [\$19.741 \times .7143 = \$14.1010] \text{ of } \$14.1010) = \$84.606$$

$$40\text{-hour week: } 4 \text{ hours} \times .7143 = 2.8572 \times 1.5 = 4.2858 \times (40 \text{ hourly rate of } \$19.741) = \$84.606$$

B. Hours Exchanged:

1. Shift trades shall be made without restriction and without giving rise to an "overtime pay" obligation if the following procedure is met:
 - a. The Employee agrees to substitute during scheduled work hours for another Employee. This agreement is evidenced by the filling out of a shift trade request.
 - b. The substitution is undertaken solely at the option of the Employee.
 - c. Supervisor approval is received.
2. If these conditions are met, the hours traded shall not be added to, or subtracted from, either Employees' total hours worked in a work period.
3. The voluntary shift trade records shall be kept for record keeping purposes only.

4. An unexcused failure by the substitute to work the approved shift trade will be considered as a failure of the substitute to report to duty.

C. Fair Labor Standards Act: Any change in the work period from the currently existing 24-day FLSA "7k" work period shall be subject to meet and confer.

9. Leave:

Holidays: FPPA members assigned to a forty-hour work week shall have the choice of (1) taking the holidays listed below and receiving eight hours of pay for each holiday or (2) working holidays and receiving holiday pay as set forth in Section 9A:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

All other FPPA members shall not have a right to take these holidays. Instead, they shall receive holiday pay.

Beginning the first pay period following Council approval, employees in this unit will receive 8 hours of time off to be used in lieu of the Columbus Day holiday. Starting in January 2015, up to 8 hours will be placed in this bank, the maximum accrual in this bank will be 8 hours per calendar year.

On Easter, Thanksgiving, Christmas Eve, and Christmas, employees may select the holiday for vacation but the vacancy it creates must be filled on a voluntary basis. Employees will not be mandated to fill the vacancy. When selecting any one of the four holidays employees may not use a furlough day for the time off.

Employees who sign up for voluntary overtime to cover holidays will be scheduled to work in their current classification.

A. **Holiday Pay:** Employees who work in positions that require reporting to work on holidays are eligible to receive holiday pay from date of hire. These employees will be compensated with an additional 6.4% of actual salary plus educational incentive. Holiday Pay will be paid on a bi-weekly basis.

B. **Personal Leave:** Employees are eligible to use accrued personal leave, subject to the discretion of the Fire Chief or designee. Eligibility and hours are described below.

Fire Captains: The annual accrual rate for Fire Captains on an admin shift is currently 40 hours. The annual accrual rate for Fire Captains on a suppression shift will be 55.9 hours.

Firefighters and Fire Engineers: Firefighters and Fire Engineers on an admin shift will be eligible to accrue personal leave at a rate of 24 hours annually. Firefighters and Fire Engineers on a suppression shift will accrue 33.592 hours annually.

Employees eligible for personal leave may cash out up to 40 hours per calendar year of accrued personal leave hours. All personal leave shall be capped at 2.0 times the annual accrual rate. Upon separation from the City, employees will be paid for any unused personal leave.

C. Vacation Accrual:

1. Vacation leave with pay shall be accrued on the following basis: The following table demonstrates vacation leave accrued on a shift assignment basis for informational purposes only

YEARS/SERVICE	ACCRUAL RATE	
	56-Hour Work Week	40-Hour Work Week
From date of hire thru 3 rd	4.3077 hrs/pay period (112 hrs /year)	3.0769 hrs/pay period (80 hrs/year)
Beginning of 4th thru 10th	6.4615 hrs/pay period (168 hrs per year)	4.6154 hrs/pay period (120 hrs/year)
Beginning of 11th thru 15 th	8.6154 hrs/pay period (224 hrs per year)	6.1538 hrs/pay period (160 hrs/year)
Beginning of 16 th thru 20 th	9.898 hrs/pay period (257.6 hrs per year)	7.07 hrs/pay period (184 hrs/year) Effective the first full pay period of January 2003
Beginning of 21st and over	10.766 hrs/pay period (280 hrs per year)	7.69hrs/pay period (200 hrs/year) Effective the first full pay period of January 2005

2. The maximum vacation hours that may be accrued are 2.0 times the employee's current annual accrual rate, plus in-lieu holiday hours.
3. The employee shall accrue vacation from the date of hire. Employees who are newly hired will not be eligible to take vacation until successful completion of the Fire Academy. After completion of the Fire Academy probationary employees will only be allowed to take vacation upon approval of their Battalion Chief.
4. Upon separation from the City, employees shall be paid for all unused vacation credit hours at the current hourly rate.
5. Yearly Cash-out Option: All employees shall, at the option of the employee, be paid annually on or before the twelfth day of December, twenty-five (25) percent of the balance of unused vacation at the regular hourly rate. The vacation balance shall be reduced by the amount of hours cashed out. New employees shall not be eligible to cash-out vacation accrued during the first twelve (12) months of service.

6. The City shall continue to notify employees who will reach their maximum accumulation at least 3 pay periods in advance of the date when such maximum accumulation shall occur.

D. Vacation Scheduling:

1. The vacation list is to be established by seniority. Seniority shall be determined by time served within the Fire Department (including time when Fire was part of Public Safety Department). An employee who is promoted mid-year will surrender their vacation dates for the remainder of the year and can only select from the slots that are available on their shift within their classification.
2. Three (3) regular vacation slots per shift will be available to bargaining unit members both in the initial bidding and throughout each calendar year.
3. Each bargaining unit member will get two (2) selections during the initial bidding.
 - a. First round pick shall be no greater than six (6) shifts.
 - b. There shall be no limit on the second round picks.
 - c. A bargaining unit member may pass his/her selections.
4. The Department shall contact each bargaining unit member according to the seniority list.
5. After the initial bidding on vacation slots, vacation selection will be open to all bargaining unit members.
 - a. As a courtesy, vacation requests should be submitted before the 20th day of the previous month.
 - b. Selection will be granted according to section 2956 of the Department's Procedure Manual.
 - c. If the three (3) vacation slots are not filled, vacation will be granted as late as twenty-four (24) hours prior to the day off requested.

E. Sick Leave:

1. Employees accrue sick leave hours from date of hire. Accrued sick leave may be used from date of hire
2. Accrual Rates:

40-hour week	3.6923 hours per pay period/96 hours per year
56-hour week	5.1692 hours per pay period/134.4 hours per year

Employees are eligible to use sick leave as it is accrued. There shall be no limit on the amount of accumulated sick leave. Sick leave shall be allowed and used solely for cases of actual person sickness or disability, medical or dental treatment, or as authorized for other necessary health reasons and may be used by the employee for attendance upon a member of his/her immediate family who is seriously ill and requires care and attention by the employee, or for medical/dental

appointments. For purposes of this section immediate family is defined as mother, father, step-mother, step-father, mother-in-law, father-in-law, spouse, domestic partner, son, daughter, brother, sister, foster parent, foster child, step child and child for whom the employee is the legal guardian, grandchild, or grandparents.

3. Yearly Payoff. The City shall continue the current system of sick leave payoff:
 - a. Except as herein provided, all employees shall be paid, at the election of the employee, annually on or before the twelfth day of December, twenty-five (25) percent of unused sick leave earned during the previous 12 month period, ending the last pay period in November. New employees shall not be paid for sick leave accumulated during the first six (6) months of service.
 - b. Employees leaving City service at their own request shall be compensated for twenty-five (25) percent of unused sick leave earned between the end of the last pay period of the previous November and the termination date. If an employee dies while in City service, his beneficiary shall be entitled to the same. Employees discharged from City service shall not be eligible for benefits as outlined in this paragraph.
4. Payoff with Death: If an employee dies after completing five (5) full years of employment, his beneficiary shall be entitled to reimbursement for fifty (50) percent of accumulated unused sick leave after the calculation of the annual unused sick leave buy back. This amount is to be paid at the earliest date possible to the beneficiary.
5. Payoff with Duties Related to Death: If the employee dies due to a duty-related death, his beneficiary shall be entitled to reimbursement of one hundred percent (100%) of accumulated unused sick leave.
6. Annual Sick Leave Conversion: Effective the first pay period of each December, sick leave hours in excess of 650 in each employee's leave balance shall be converted at the regular hourly rate and transferred to the ICMA Vantage Care Retiree Health Savings Plan. The maximum amount of hours that can be transferred shall be inclusive with subsection 7 and 8 of this Section. The FPPA may request to change the threshold number of hours of sick leave to be transferred in future years by notifying the Human Resources Department by December 1 of each year.
7. Sick Leave Conversion Upon Retirement: Upon normal PERS retirement, the existing sick leave balance shall be distributed as follows:
 - a. The retiring employee shall receive sick leave credit equal to 3% per year of employment of all unused sick leave up to a maximum of 75% (including previously advanced amounts in accordance with subsection F) which shall be converted at the regular hourly rate and transferred to the ICMA Vantage Care Retiree Health Savings Plan. If previously advanced amounts exceed the maximum 75% distribution, the excess advanced hours shall be deducted from the employee's ICMA account and returned to the employee's sick leave bank.

- b. The remaining sick leave balance shall be reported to PERS as unused sick leave credit.
8. Sick Leave Conversion Upon Separation: Upon separation from the City after 15 years continuous service, or upon PERS disability retirement, the existing sick leave balance shall be distributed as follows:
- a. The employee shall receive sick leave credit equal to 3% per year of employment of all unused sick leave up to a maximum of 75% (including previously advanced amounts in accordance with subsection F) which shall be converted at the regular hourly rate and transferred to the ICMA Vantage Care Retiree Health Savings Plan. If previously advanced amounts exceed the maximum 75% distribution, the excess advanced hours shall be deducted from the employee's ICMA account and returned to the employee's sick leave bank.
 - b. The remaining sick leave balance shall be reported to PERS as unused sick leave credit for disability retirements only.
 - c. The benefits under this paragraph 7 shall not be cumulative with the benefits under paragraph 8 of this section.
- F. Bereavement Leave:** The Fire Chief may grant up to six (6) scheduled 24-hour shifts (144 hours total) of bereavement leave in the event of death or serious traumatic injury in the employee's immediate family. For purposes of this section immediate family is defined as mother, father, step-mother, step-father, mother-in-law, father-in-law, spouse, domestic partner, son, daughter, brother, sister, foster parent, foster child, step child and child for whom the employee is the legal guardian, grandchild, or grandparents. Bereavement leave shall not be deducted from sick leave and shall not accrue to any employee as vested leave. The number of authorizations that may be made to an employee are not limited.
- A "serious traumatic injury or illness" is defined as a sudden and unexpected event which requires prompt and immediate attention from the employee without delay. It may also include attending to the need of an immediate family member who is expected to die in the immediate future. Bereavement leave shall be taken immediately in conjunction with the event of death or serious traumatic injury or illness.
- G. Military Leave:** The City acknowledges its responsibilities to follow state law and court decisions regarding military leave.

H. Union Business Leave:

The City and FPPA agree to establish and maintain a bank of 350 hours annually for union members to utilize in lieu of their own leave bank to attend functions on behalf of the union. The hours will be funded by FPPA members, via payroll deduction. FPPA members will contribute 15 minutes (0.25 hours) per pay period, or 6.5 hours annually, of vacation leave per member, per year. Union business leave (UBL) shall be scheduled in advance and taken at a time convenient to the department. Members must receive approval from a Battalion Chief or designee, prior to taking such leave. Once hours are contributed to UBL by FPPA members, employees will not have any entitlement to such hours other than participating in union business.

1. Two (2) employees who are members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union, for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such Employees are to be on duty. This number may be increased on approval of the Employee Relations Officer.
2. Unlimited shift trades shall be authorized for officers of the Union to participate in official Union business.

10. Health, Life Insurance, Other Benefits:

- A. Medical/Dental: Full-time employees are eligible for health and dental coverage beginning the first day, of the first month, after date of hire. Effective July 1, 2017 the City contribution on medical for the 2017 benefit plan year will be based on 50% of the increase of premium of the Kaiser \$35 copay plan; for dental the City will base its increase in contribution on 50% of the increase of premium for the Cigna Dental HMO plan. Future contributions will be adjusted based on a 50/50 split of the increase or decrease in premium for the Kaiser \$35 copay plan and the Dental HMO plan. This 50/50 sharing between the City and the employee for changes in premium to medical and dental plans will continue in the 2018, 2019 and 2020 plan years.

Employees providing proof of other coverage may drop health/dental coverage and receive taxable income, of \$518 per month. Employees electing dental only receive \$518 per month less the cost of the premium for the dental plan in which they have enrolled. Employees electing medical only do not receive any payments.

- B. Retiree Medical: Retirees are responsible for paying the full cost of the premium by the due date set by the City. If payment is not timely received, the retiree and any spouse or dependent, shall be terminated from the program without right to re-enroll at a later date.

Retirees must enroll in a Medicare-supplement plan when they become eligible for Medicare, presently at age 65. Failure to enroll in a Medicare-supplement plan will result in termination from the program. The Medicare premium is the responsibility of the retiree.

In the event of a death of a retired employee, the surviving spouse and dependents who are participating in the city plan at the time of death of the retired employee, may continue on the City health insurance plan at his/her own cost under COBRA regulations only, subject to plan restrictions and conditions.

For all retirees, once health and dental coverage is terminated, it cannot be later reinstated.

- C. Dental: The City shall offer at least one plan with orthodontic coverage for bargaining unit members and their dependents. Such a plan will not result in additional cost to the City.

D. Vision: The City will pay the premium for vision care coverage under the VSP basic plan.

E. Deferred Compensation Accounts:

1. 457 Deferred Compensation Plan the City contribution to the 457 plan for Firefighters and Fire Engineers is \$85.00 per month. The employee contribution will be optional.

The City contribution to the 457 plan for Fire Captains is \$85.00 per month. The employee contribution is optional.

2. 401 (a) Plan

To the extent allowed by law, the Fire Captains may continue participation in the 401 (a) plan. If the Fire Captains choose to continue participation, as allowed by law, the City contribution would be \$85.00 per month into the 401 (a), in lieu of the contribution to the 457, and the employee contribution would be the minimum amount required by law.

- F. Life Insurance:** For basic life insurance, employees covered by this MOU will be eligible the first day of the first month after date of hire. The City will pay in full an amount equal to 1.5 times the annual salary rounded to the next \$1,000 for a Life and Accidental Death / Dismemberment insurance policy to a maximum of \$150,000.

For additional life insurance, employees covered by this MOU will be able to purchase coverage equal to six (6) times their annual salary. Health questionnaires are required for the purchase of the additional life insurance.

- G. Short Term Disability:** The City administers the self-funded Short-Term Disability (STD) plan. The STD benefit schedule shall match the State Disability Insurance (SDI) benefit schedule. The benefit commences after a 7-day waiting period, or immediately, if hospitalized. Coverage is for non-industrial injuries for a maximum of 180 days. An employee is eligible the first of the month after three (3) months continuous employment. The employee will pay the monthly premium which may be adjusted annually based on an actuarial study.

H. Long Term Disability: Employees will be eligible the first day of the first month after date of hire. There will be a 180-day waiting period after the date of the non-industrial injury or illness causing the disability before employees are eligible for benefits. The maximum benefit will be equal to 60% of salary, subject to the benefit maximum. The City reserves the right to change insurers at its sole discretion.

I. ICMA-RHS (VantageCare): The City provides a Retiree Medical Expense Program via ICMA VantageCare. The Retiree Medical Expense Program shall have the following attributes: tax-free treatment of health benefits, tax-deferred treatment of earnings and payments, ability to charge any health premiums and unreimbursed health costs (not just City health plans), assets remaining after employee's death go to spouse/dependents. During the term of this agreement, the City shall contribute \$ \$150 per month per employee toward this program.

11. Uniform/Boot Allowance/Meals:

- Beginning with the first pay period after Council approval, the annual uniform allowance will be increased by \$240 for a total annual allowance of \$1,040.
- The City will pay each represented employee an annual boot allowance of \$210.00, to be paid on a bi-weekly basis.
- The City will provide each represented employee, upon the employee's acceptance of full time employment with the City, an initial issue of two (2) uniform shirts, two (2) pants, one (1) jacket, and one (1) pair of boots.
- The City shall provide all other required safety and personal protective equipment.
- The City will provide each represented employee with an initial issue of two (2) sets of fitted sheets and pillow covers, two (2) blankets, and one (1) pillow. The City will pay each represented employee \$150.00 per year, on a bi-weekly basis, for the cost of cleaning and replacement of this bedding.
- If at such time the uniform requirements are altered or changed, the City and the Association shall meet and confer on the issue.
- Employees who work two consecutive 24 hour shifts understand that their meals are not provided by the City. Employees are required to contribute to their Station's "meal mess fund" to provide themselves with meals during their shifts.

12. Tuition Reimbursement: The City will provide a tuition and books reimbursement program for educational activities which are directly job-related and approved in advance by the Fire Chief, subject to reimbursement guidelines established by the City's Director of Human Resources.

Employees shall be entitled to tuition reimbursement for undergraduate courses in pursuit of a BA or BS degree and graduate courses in pursuit of a Master's Degree. The amount for reimbursement shall be a maximum of \$4,000 annually.

The parties intend the incentive pays for the required courses for the Fire Officer Certificate and Chief Fire Officer Certificate to be the same as the State educational requirements for these certifications.

13. Retirement/PERS:

A. Retirement Benefits:

Tier 1: Retirement benefits for Classic members hired on or prior to August 25, 2012 shall receive the following:

3.0% @ 50 retirement formula (GC 21362.2)

Death Benefits – Basic Level (GC 21532)
1959 Survivor’s Benefits (Level IV) (GC 21574)
Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (GC 21551)
PERS unused sick leave credit option (GC 20965)
Single highest year coverage (GC 20042)
Military service credit as public service (GC 21024)
Employee Sharing Cost of Additional Benefits (GC 20516)

Tier 2: Retirement benefits for Classic members hired effective August 26, 2012 shall receive the following:

- 3%@55 retirement formula (GC 21363.1)
- Death benefits – Basic Level (GC section 21532)
- 1959 survivor’s benefit (Level IV) (GC section 21574)
- Continuation of Pre-Death Retirement Death Benefits After Remarriage of Survivor (GC Section 21551)
- PERS unused sick leave credit option (GC Section 20965)
- Three Year Average (GC Section 20042)
- Military service credit as public service (GC Section 21024)

Tier 3: Retirement benefits as defined by PERS hired on or after January 1, 2013, shall receive the following:

- 2.7%@57 retirement formula (GC 21362.2)
- Three year average of final compensation (GC 20042)
- Other benefits as defined by PEPRA 2013

- B. Survivor Benefit:** The employee will pay the employee’s portion of the survivor benefit.
- C. Employer Paid Member Contribution:** The employee contribution rate shall be 11.25%. At the beginning of the term of the MOU, the City paid 4.5% and each Classic employee paid 6.75%. Effective the first full pay period following Council adoption of this MOU, each Classic employee shall pay an additional 1.25% of pensionable wage to fund the Classic employee contribution for a total of 8.0%.

Effective in the first full pay period in July 2018, each Classic employee shall pay an additional 1.25% of pensionable wage to fund the Classic employee contribution for a total of 9.25%.

Effective in the first full pay period in July 2019, each Classic employee shall pay an additional 1.0% of pensionable wage to fund the Classic employee contribution for a total of 10.25%.

Effective in the first full pay period in July 2020, each Classic employee shall pay an additional 1.0% of pensionable wage to fund the Classic employee contribution for a total of 11.25%.

Employer paid member contribution (EPMC) is reported to PERS as salary for PERS retirement purposes only.

New Members (PEPRA): The employee contribution shall be half the normal cost of the retirement plan as defined by CalPERS.

- D. IRS Section 414(h)(2): Employee contributions will be paid pre-tax under IRS section 414 (h)(2).
- E. Social Security: If the City is forced to join social security, any new firefighters that it hires will be placed in a 3% @ 50 PERS retirement plan that coordinates its benefits with social security. The parties further agree to meet and confer for no more than sixty (60) days for the purpose of implementing this section of the agreement.

14. Light Duty:

Light duty may be provided for employees who are unable to work due to injury or illness from either industrial or non-industrial causation. Further, workers' compensation law and disability plans provide that an employee is not entitled to temporary disability benefits if suitable light duty work is available. The basic principles are as follows:

- The employee is temporarily not able to resume full duty, but is capable of performing some work duties.
- The employer may develop a light duty work assignment commensurate with the employee's temporary work restriction.
- If the employer is unable to offer light duty work, the employee is entitled to continued temporary disability benefits until the employee is able to resume normal duties, or is permanent and stationary, whichever is earlier.
- If the employee declines suitable light duty work, the employee is no longer entitled to temporary disability benefits.

It is the City's policy to temporarily provide light or modified duty work assignments, when possible to all injured employees until they can return to full work status. However, the City is under no obligation to provide light or modified duty if there is none available.

A physician may return an injured employee to duty with work restrictions prior to releasing the employee to his/her regular full work duties. It is important that the treating physician understand the physical job demands of the injured worker in order to prescribe the proper work restrictions. The City must communicate to the treating physician the essential functions of the job classification so that necessary work restrictions may be determined. Risk Management consults with the physicians to provide this information on an as needed basis.

A "light duty" assignment is made when an employee's work restriction (s) can be temporarily accommodated within his/her normal duties. A "modified duty" assignment is made when an employee's work restrictions(s) is considered to be permanent and their position duties are accommodated to allow for the work restriction.

Under this policy, Supervisors have the added responsibility to ensure that any and all work restrictions specified by the treating physician are rigidly adhered to and enforced during the period of light or modified duty assignment, and employees are required to adhere to the work restrictions.

Light and/or modified duty assignments shall be considered flexible and adaptable to meeting the particular needs of both the disabled employee and the department. This may include assignments of less than eight (8) hours a day, frequent breaks, the use of modified work stations, and so forth. Each situation will be evaluated on an as-needed basis. The assignment of a light or modified duty position shall not be considered a permanent job placement.

If an employee is released by his or her treating physician to light or modified duty, Risk Management follows up with the department to determine whether the employee can be returned to work in a light duty mode. If the department does not have a light or modified duty assignment for the employee, the employee receives temporary disability payments for industrial injury or illness, and may be eligible for short term disability benefits for non-industrial injury. The City may assign employees to light duty work in other departments or divisions provided that the work duties are appropriate for the skills of the employee and the work restrictions.

15. Grievance Procedure:

- A. Definition of Grievance:** A grievance is defined as an allegation by an individual covered by the Memorandum of Understanding (MOU) that the City has violated: (a) an express term of the MOU; (b) a written personnel rule or regulation in the City; or, (c) an established City policy governing personnel practices or working conditions.
- B. Purpose:** The purpose of this grievance procedure is to ensure an orderly method whereby employee complaints are considered and resolved rapidly and fairly.
- C. Exclusions from Grievance Procedure:** Disciplinary actions (including without limitation dismissals, reprimands, suspensions, demotions or disputes concerning pay increases), performance appraisals and layoffs are not subject to the grievance procedure.
- D. Steps in the Grievance Procedure:** It is the intent of the parties to deal with and settle grievances informally, promptly and fairly, and at the lowest practical organizational level. In any instance of grievance, the employee or employees concerned shall first make efforts to resolve such grievance informally with their immediate fire supervisor within twenty (20) calendar days following the occurrence of the events on which the grievance is based.
 - 1. **First Step:** If a mutually satisfactory solution of a grievance is not reached after informal discussion with the immediate fire supervisor, then the aggrieved party shall submit a formal written grievance with the immediate fire supervisor within ten (10) calendar days. The immediate fire supervisor must submit a written response within ten (10) calendar days.
 - 2. **Second Step:** If the grievant is not satisfied with the fire supervisor's response, the grievant(s) may advance the grievance to the shift battalion chief within ten (10)

calendar days. The shift battalion chief shall consider the matter and submit a written response within ten (10) calendar days after receiving the grievance.

3. Third Step: If the grievant is not satisfied with the shift battalion chief's response, the grievant may advance the grievance to the Fire Chief within ten (10) calendar days after receiving the shift battalion chief's response. The Fire Chief (or designee) shall consider the matter and submit a written response within ten (10) calendar days after receiving the grievance.
4. Fourth Step: If the grievant is not satisfied with the Fire Chief's response, the grievant may advance the grievance to the City Manager within ten (10) calendar days after receiving the Fire Chief's response. The City Manager (or designee) shall consider the matter, may hold a hearing in his/her discretion. The City Manager will submit the matter to mediation if requested by either party (with expenses to be borne equally among the parties). The City Manager shall issue a final decision and submit a written response within twenty (20) calendar days after receiving the grievance.

E. General Provisions

1. Requirements for Written Grievances: Grievances must contain the following information in order to be considered: (a) the grievant's name, signature, and classification; (b) a list of those specific policies or MOU provisions alleged to have been violated; (c) a statement of the facts and circumstances supporting the grievance; (d) a description of all relief requested; and (e) the address where the grievant wishes grievance responses to be postmarked.
2. Receipt of Grievance: A grievance shall be considered "received" within five (5) days of being postmarked to the address specified by the grievant.
3. Time Limitations: If a grievant fails to advance the grievance to the next step, or timely initiate the process, as specified in this procedure, the grievance shall be considered withdrawn. If the City fails to respond within the time specified in this procedure, the grievance shall be considered advanced to the next step.

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived or modified upon the written consent of all parties involved.

4. Consolidation of Grievances: In order to avoid the necessity of processing numerous similar grievances at one time, a single "class" grievance may be filed. The City also has the right to consolidate responses to grievances. If the grievant is a group of three (3) or more employees, the group shall appoint up to two (2) employees, who signed the grievance, to speak for the collective group throughout the grievance process.
5. Representation: The grievant shall have the right to be represented. The grievant may request the assistance of another person of their choice, including their bargaining representative, in presenting an appeal to any level of review.

6. Schedules: During the determination of a grievance herein, there shall be no interruption of scheduled work relating to the grievance. Whenever reasonably feasible, grievances shall be handled during the regularly scheduled working day hours of the parties involved, and at a mutually convenient time for all affected persons.
7. Advancement: With the written consent of the Department Head or City Manager, grievances may be submitted directly at Step 3 or 4 of the grievance procedure.
8. Other Rights: This grievance procedure is without prejudice to any existing independent legal rights of FPFA regarding contract enforcement.

16. Discipline Procedure:

The following discipline and administrative appeal procedure is adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act (“Act”). It is intended to be interpreted and applied consistent with the Act. This procedure does not apply to any employee who has not completed the established probationary period.

A. Definitions.

1. For purposes of this procedure, the term “firefighter” means an employee who is considered a “firefighter” under Government Code § 3251(a) except for the Fire Chief. The classifications of employees who are firefighters include: Firefighter, Fire Engineer, and Fire Captain.
2. The term “punitive action” means any action defined as such by Government Code § 3251(c). At the time this procedure was adopted, “punitive action” was defined to mean any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment. Punitive Action does not include counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other firefighter.
3. “Day” for purposes of this procedure shall refer to Monday through Friday working days, excluding City Holidays, of the party whose response or action is pending, except as otherwise indicated.

B. Notice Procedures.

1. After the completion of any investigation and once the supervisor determines that discipline may be warranted, the supervisor or manager shall notify the employee of the proposed punitive or disciplinary action in a writing containing at least the following:
 - a. A description of the action proposed to be taken;
 - b. A statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based;
 - c. A statement advising the employee of the right to respond, either verbally or in writing, to the proposed discipline; and
 - d. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request.

2. If the employee disagrees with the proposed disciplinary action, the employee may, within fourteen (14) days of receiving the written notice, respond and/or appeal, as provided below. In instances where the action is a written reprimand, the employee may choose to either appeal the action as specified under Section C, or the employee may attach a statement to the written reprimand. The employee will have thirty (30) days to attach the written statement.

C. Appeal of a Letter of Reprimand

Pursuant to Government Code § 11445.20, the following informal hearing procedure will be utilized for an appeal by a firefighter of a letter of reprimand.

1. Notice of Appeal: Within fourteen (14) days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal. The firefighter may waive the informal hearing provided under this Section C of Article 40 and request the Presiding Officer to issue a decision based on the written record.
2. Presiding Officer: In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the City Manager or designee shall be final and binding.
3. Burden of Proof: The Department shall have the burden of proving, by a preponderance of the evidence, the facts which form the basis for the charge and that the punitive action was reasonable under the circumstances.
4. Conduct of Hearing:
 - a. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
 - b. The parties may present opening statements.
 - c. The parties may present evidence through documents and testimony.
 - (1) Witnesses, if any, shall testify under oath.
 - (2) Subpoenas may be issued pursuant to Government Code §§ 11450.05 – 11450.50. Discovery may be requested pursuant to Government Code section 11507.6.
 - (3) The parties shall not be entitled to confront and cross-examine witnesses. The Presiding Officer may question or request clarification from any witness.

- (4) Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.
5. Recording of the Hearing: The hearing may be recorded electronically, including recording by tape recorder. Upon mutual agreement the hearing will be stenographically recorded by a certified court reporter. The per diem cost of the court reporter shall be borne equally by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
6. Representation: The firefighter, at his or her request, may be represented by an association representative or attorney at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter. The firefighter's choice of representative will only be limited as permitted by law.
7. Decision: The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

D. Response to a Proposed Disciplinary Action Involving Discharge, Demotion or Suspension, Reduction in Salary, or Involuntary Transfers which Result in a Loss of Pay.

1. Pre-Disciplinary Response: In those instances where the procedures in Government Code §§ 11400, et seq., are inapplicable, a firefighter may respond to a proposed disciplinary action to the Fire Chief or designee orally, in writing or both. If the firefighter requests a meeting to orally respond to the proposed discipline, the Fire Chief or his/her designee shall meet with the employee within fourteen (14) days of receiving the request.
2. Decision: The Fire Chief or his/her designee shall issue his/her decision in writing within fourteen (14) days of the later occurrence of (a) receipt of the employee's written response or (b) meeting with the employee to hear the employee's oral response to the proposed discipline. If the employee fails to timely respond either orally or in writing to the notice of proposed discipline, the employee will be deemed to have waived his/her right to respond to the proposed discipline. The Fire Chief or his/her designee shall issue a written decision regarding the proposed discipline, even if the employee fails to timely respond to the proposed discipline.
3. Post Disciplinary Appeal: If the decision of the Fire Chief or his/her designee is to proceed with disciplinary action involving discharge, demotion, reduction in salary, suspension, or involuntary transfer which results in a loss of pay, the discipline may be imposed not sooner than 48 hours after notifying the firefighter, subject to the right of appeal under Section E of this Article 40.

E. Appeal of a Disciplinary Decision Action Involving Discharge, Demotion, Suspension of a Firefighter, Reduction in Salary or Involuntary Transfers that Result in a Loss of Pay.

The administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

1. Notice of Discipline as Accusation: The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq.
2. Administrative Law Judge: Except as otherwise mutually agreed, an administrative law judge will preside over and will hear the appeal case sitting alone, pursuant to Government Code § 11512 (a). The administrative law judge shall rule on the admission and exclusion of evidence and shall exercise all other powers relating to the conduct of the hearing.
3. Waiver of Administrative Law Judge: Pursuant to Government Code § 11445.40, the firefighter may waive use of an administrative law judge and elect to have the hearing conducted by a neutral hearing officer. The parties may mutually agree to a hearing officer or may select a hearing officer from a list of seven (7) potential hearing officers provided by the California State Mediation and Conciliation Service. If a list is secured, determination of the party striking the first name will be made using a coin toss with the Association calling heads or tails. The party winning the coin toss will make the first strike of names from the list. The parties will alternate strikes until only one name remains. That person shall be designated as the hearing officer. Except as otherwise mutually agreed, the hearing officer will preside over and hear the appeal case sitting alone.
4. Time and Place of Hearing: Pursuant to Government Code § 11508, unless otherwise mutually agreed, a hearing shall be conducted in the City of Fairfield, at an appropriate City facility.
5. Notice of the Hearing: Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
6. Expenses: Except as otherwise required by law, the fees and expenses of the hearing officer/administrative law judge and court reporter shall be borne equally by the parties. Other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other. A party requesting a transcript to the hearing shall bear the cost thereof.
7. City Manager's Decision: The hearing officer/administrative law judge shall make a recommendation to the City Manager or designee to sustain, modify, or reverse the disciplinary action, pursuant to Government Code § 11517(c). A copy of the recommendation will be given to the employee. The City Manager or

designee may accept, reject or modify the recommendation of the hearing officer/administrative law judge. Such acceptance, rejection, or modification taken shall be final. Judicial review of the City Manager's decision may be had pursuant to Government Code § 11523 and Code of Civil Procedure Section 1094.6.

17. Drug and Alcohol Testing: The parties will follow the City of Fairfield's Reasonable Suspicion Drug and Alcohol testing policies and procedures as specified for FPPA.

18. Employee Assistance Program (EAP): The Fire Chief and department managers may require employees covered by the Association to attend an EAP counseling session(s) during working hours. The Fire Chief or designee will contact the FPPA President or designee prior to the mandatory referral. The purpose of the session(s) is to assist the employee in receiving advice about workplace issues.

19. Layoffs:

- Any employee(s) serving in a permanent position(s) may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds.
- The City will give employees scheduled for layoff at least sixty (60) calendar days' notice prior to their last day of employment.
- The order of layoff shall be based on inverse seniority in the class.
- A laid-off of displaced employee shall displace an employee in the next lower classification in the job series provided the employee meets the minimum qualifications for the classification, and is more senior.
- Layoff lists are in effect for three (3) years from the date of layoff and contain the name(s) of person(s) laid-off, displaced or voluntarily demoted in lieu of layoff, There will be no appointments from other employment lists until the Layoff list for the class is exhausted or the remaining eligibles are not interested in the position. The employee must meet any current minimum qualifications for the position to be eligible for re-hire.
- An eligible may be removed from a Layoff list for:
 - Failure to respond to a written or telephone notice of referral within fifteen (15) calendar days;
 - Failure to keep the Fire Chief advised of a correct mailing address or telephone number; and
 - Declining an offer of employment in the same job classification from which they were laid off, more than once.
- An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher level in the job series. Service for layoff and displacement purposes includes only the employee's last continuous permanent City employment. In the event of ties in seniority right in the particular class in question, such ties shall be broken by length of continuous permanent City employment.

- An employee returning from layoff shall have their seniority dates adjusted by the period of layoff separation.
- An employee who is demoted due to non-disciplinary matters will be granted their position back in inverse order of the demotions. There will be no expiration for the promotion being reinstated.

20. Overtime Callback:

For scheduled and unscheduled overtime, the classification creating the overtime should fill the vacancy. In the event several FPPA members respond to the call, the member in the classification creating the overtime with the least overtime hours worked will fill the vacancy. If no one responds, the shift Battalion Chief will direct an FPPA member to fill the vacancy on mandatory overtime. (This person will come from the classification that created the vacancy.) The process for filling the vacancy will be per the Fairfield Fire Department Policy and Procedures manual.

For emergency overtime described above, every effort shall be made to fill the vacancy with the classification creating the overtime. If this is not possible, then the Battalion Chief may approve filling the vacancy with a qualified FPPA member from another classification. If there is no response to an emergency page/call, the Battalion Chief will assume an engine company officer role temporarily until a more permanent replacement can be arranged.

For mandatory overtime the City will follow current department procedures as outlined in the Fairfield Fire Department Policy and Procedures Manual.

21. Jury Duty: The City will grant a leave of absence to bargaining unit employees to serve on a jury. The leave of absence shall be with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees.

22. Access to Work Locations:

- Local 1186 will be granted the reasonable use of City facilities during off-duty hours for meetings of Local 1186 bargaining unit members provided that there is prior approval by the on-duty Battalion Chief.
- The union shall have reasonable access to bargaining unit members for the purpose of processing grievances of official union business. This access shall not interfere with the normal work flow or impede the emergency response of employees or equipment.
- Local 1186 shall be granted an area not to exceed two (2) feet by three (3) feet of the City bulletin boards in each work station for the posting of material relating solely to official union business.

23. No Strike: The Union acknowledges its responsibility to follow State law and court decisions regarding the subject of firefighters' right to strike.

24. Contracting Out:

- The City and FPPA agree that the effect of any existing or future contracts between the City and any other party shall not result in the layoff of any FPPA member.
- The City agrees to meet and confer with FPPA concerning the effect of any consolidation of Fire Services with any other jurisdiction prior to the City Council taking final action on any recommended consolidation.

25. Mutual Obligations and Responsibilities: The parties recognize that a substantial body of statutory and case law has developed relative to the rights and obligations of an employer and the employees pursuant to the Meyers-Milias-Brown Act. It is agreed by both parties that each will be bound by all applicable statutory and case law at all times. It is also agreed in the interests of maintaining improved employer/employee relations, that each party will make a good faith effort to respect the rights of the other party at all times during the life of the Agreement.

26. Separability: Except as specifically provided herein, if any article or provision of this Agreement, or any portion thereof is in conflict or inconsistent with applicable laws, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such article or provision, or portion thereof shall be suspended and superseded by such applicable law and the remainder of such article, provision, or portion thereof of the Agreement shall not be affected thereby.

27. Conclusions of Agreement: The parties shall observe the rules and regulations of the Department, administrative policies and housekeeping practices not in conflict with any of the terms of the Agreement. Except as provided here-in-above, all existing Employee benefits and agreements subject to meeting and conferring which are not in effect and provided by the City's Ordinances, resolutions or written rules, orders or regulations, shall remain in full force and effect except as amended by the parties through procedures set forth in the Mutual Obligations section of this agreement.

28. Agency Shop: The parties agree to meet and conclude discussions on a new article to implement Agency Shop by June 30, 2018.

29. One-Time Payment For Uniform/Boot Allowance OR Contribution to Deferred Compensation: The City shall make a one-time lump sum contribution of \$750 for uniform/boot expenses (taxable) in a separate check OR a contribution to the employee's existing 457 or 401a deferred compensation plan. This non-taxable contribution to either the 457 or 401a account is in addition to the \$85 monthly City contribution provided in Article 10 E above. Each employee must designate their selection by February 16, 2018 in writing and the deposit will occur in the following pay period.

30. Labor and Management Meetings: During the term of the Agreement, the Association and the City agree that the Parties will continue to meet to negotiate language revisions for the MOU for the purpose of intent clarity. No changes will be made without mutual agreement.

CITY OF FAIRFIELD:

**FAIRFIELD PROFESSIONAL
FIREFIGHTERS' ASSOCIATION:**

Harry T. Price
Mayor

Name H. Price

Date 2-6-18

Steve McGraw
President

Steve McGraw

Date 1-21-18

Chuck Timm
Vice-Mayor

Chuck Timm

Jon Miller
FPEA Vice-President

Jon Miller

Rick Vaccaro
Councilmember

Rick Vaccaro

Pam Bertani
Councilmember

Pam Bertani

Catherine Moy
Councilmember

Catherine Moy

CITY OF FAIRFIELD

RESOLUTION NO. 2018 - 14

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AMENDING THE COMPENSATION AND BENEFITS FOR THE EMPLOYEES REPRESENTING THE FAIRFIELD PROFESSIONAL FIREFIGHTERS' ASSOCIATION

WHEREAS, the City Council of the City of Fairfield enacted the Employer-Employee Relations Resolution No. 2001-185, pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500, et. Seq, and representatives of the city manager have met and conferred in good faith with representatives of the Fairfield Part Time Employees Association, the recognized employee organization for certain employees; and

WHEREAS, the Fairfield Professional Firefighters' Association has ratified the tentative agreement made by both parties and signed a successor MOU through June 30, 2021.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Council hereby approves the attached Memorandum of Understanding with the Fairfield Professional Firefighters' Association.

Section 2. The city manager is authorized and directed to do all things necessary to implement this resolution.

PASSED AND ADOPTED this 6th day of February, 2018, by the following vote:

AYES:	COUNCILMEMBERS:	<u>Price/Timm/Bertani/Moy/Vaccaro</u>
NOES:	COUNCILMEMBERS:	<u>NONE</u>
ABSENT:	COUNCILMEMBERS:	<u>NONE</u>
ABSTAIN:	COUNCILMEMBERS:	<u>NONE</u>

Henry F. Pucci
MAYOR

ATTEST:
Karen L. Bees
CITY CLERK