

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF SAN LUIS OBISPO

AND THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

LOCAL 3523

JANUARY 1, 2012 – DECEMBER 31, 2015



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ARTICLE 1

PARTIES TO AGREEMENT

This Agreement is made and entered into this March 6, 2012 by and between the City of San Luis Obispo, hereinafter referred to as the City, and the International Association of Firefighters, Local 3523, hereinafter referred to as Union or Local 3523.

ARTICLE 2

RECOGNITION

Pursuant to Government Code Section 3500 et seq. and City Resolution No. 6620 (1989 Series), the City hereby recognizes the International Association of Firefighters, Local 3523, as the bargaining representative for purposes of representing regular and probationary employees, occupying the position classifications set forth in Appendix A, in the Fire Unit with respect to their compensation, hours and other terms and conditions of employment for the duration of this Agreement.

ARTICLE 3

DUES DEDUCTION

The City shall deduct dues from City employees and remit said dues to the Union on a monthly basis for the duration of this Agreement, which dues shall not include assessments.

Monthly dues deduction additions and/or deletions shall be recorded by the City's Finance & Information Technology Director and a notification of all dues transactions shall be sent monthly to the Union Treasurer.

The Union shall hold the City harmless from any and all claims, and will indemnify it against such claims and any unusual costs.

The Union shall refund to the City any amount paid to the Union in error, upon presentation of supporting evidence.

ARTICLE 4

EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to, wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

ARTICLE 5

MANAGEMENT RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology for performing its work.

This provision is not intended to, and does not restrict, the rights conferred upon the Union by Government Code Section 3500, et seq.

ARTICLE 6

REPRESENTATIVE ROLE

Members of any recognized employee organization may, by a reasonable method, select not more than three employee members of such organization and one employee observer to meet and confer with the Municipal Employee Relations Officer and other management officials (after written certification of such selection is provided by an authorized official of the organization) on subjects within the scope of representation during regular duty or work hours without loss of compensation or other benefits. The employee organization shall, whenever practicable, submit the name(s) of each employee representative to the Municipal Employee Relations Officer at least two working days in advance of such meeting.

Provided further that no employee representative shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized City management official. If employee representatives cannot be released for good reason, the date of meeting will be rescheduled to a mutually acceptable day.

Union Time Bank

1. Union time bank hours are intended for use by eligible Local 3523 Executive Board members to conduct official union business.
2. Union members will donate a total of 440 hours per year (inclusive of carryover time) of vacation time, holiday time, and compensatory time off (CTO) to a union time bank.
3. The maximum number of hours donated by a union member to the time bank shall not exceed 12 hours per year.
4. Any hours remaining in the time bank on June 30th of each year shall be carried over to the next year. If no hours were used in the previous year and the maximum hours remain in the time bank, no additional donations by members shall be authorized in the upcoming year.
5. During the first full pay period in July each calendar year, Local 3523 President along with the Executive Board and the Accounting Supervisor shall determine the number of hours remaining in the Union time bank. That number shall be subtracted from the maximum number of time bank hours of 440 hours. The difference between the actual number of hours and the 440 hours maximum will be divided by the number of Local 3523 represented employees. Each 56 hour per week employee shall contribute an equal number of leave hours and each 40 hour per week employee will donate 70% of the amount donated by 56 hour per week employees to be debited by the City to maintain 440 hours in the time bank.
6. Donation of hours shall be non-revocable and not returned to the members.
7. Requests for time off that would use time from the bank must be authorized by the Executive Board and is subject to final approval per department policies and procedures. Approval for suppression personnel must be authorized in advance by a Battalion Chief and approval for non-suppression personnel must be authorized in advance by the Fire Marshal or designate.

8. Vacancies created by approved requests that affect constant staffing, may be filled through mandated overtime.

ARTICLE 7

COMMUNICATION PROCESS

Pursuant to City Resolution 6287 (1989 Series) the City agrees with the Union to improve communications and provide for the following:

A. Monthly Conferences

There will be a monthly meeting between the department head and management member(s) and a least two (2) union representatives to discuss problems or other subjects of mutual interest. Minutes of the meeting will be maintained to reflect topics discussed, actions to be taken, the party responsible for any action and the expected completion date.

B. Quarterly Meetings

Two to four representatives of the Union, the City Manager (or designee), department head (or designee), and management representative(s) designated by the City will meet quarterly if there are issues of concern to the parties. No issues will be brought to this quarterly meeting without first having been discussed with the department head at a scheduled monthly meeting.

ARTICLE 8

PROMOTIONAL OPPORTUNITIES

Announcements for promotional opportunities for members of the Union will list testing and scoring processes that will be followed. Once defined, testing and scoring processes will not be modified.

There will be no banding on promotional exams and, if a candidate is by-passed during the selection process, that person will be given a written reason by the Fire Chief as to why s/he was by-passed. The City agrees to an opener to discuss the promotional process if the Fire Chief goes below the top three (3) candidates in making his selection on promotional exams two (2) or more times during the term of this contract.

ARTICLE 9

UTILIZATION OF CITY FACILITIES

1. Local 3523 shall be allowed to use Fire Department facilities for official Union activities. The Union will notify the Chief or his/her representative of any upcoming meetings. The Union will follow any sign-up procedures for room availability the Department has in place. Scheduling of the facilities usage would be conducted so as not to conflict or interfere with normal operation of departmental business. In lieu of any conflicts in availability or a denial by the Chief, it will be presumed that the Union will have the OK of the Chief to use the facility. Activities would include, but would not be limited to: General Membership meetings, Board of Directors meetings, Negotiation Team meetings, and various special committee meetings.
2. Facilities would include, but would not be limited to: conference room, training room, and second floor common areas.
3. Local 3523 understands that e-mail sent over the City network is public record. With this acknowledgement, the City gives the Union the right to use the computers and the e-mail system. This right may be revoked at any time or for any reason. This revocation must be done in writing and must be delivered in person to a San Luis Obispo Firefighters' Board member.

ARTICLE 10

GRIEVANCE PROCEDURE

- A. A grievance is an alleged violation, misinterpretation or misapplication of the Employer-Employee Resolution, the Personnel Rules and Regulations, any memorandum of agreement with an employee association or any existing written policy or procedure relating to wages, hours or other terms and conditions of employment excluding disciplinary matters.
- B. Any employee may file and process a grievance by providing the time, place and circumstances of the action prompting the grievance. Employees may be accompanied by a representative at each step of the process. If a specific action to be grieved affects several employees, those employees may consolidate their grievance and be represented.
- C. Each Grievance shall be handled in the following manner:
 - 1. The employee who is dissatisfied with the response of the immediate supervisor shall discuss the grievance with the supervisor's immediate superior. If the matter can be resolved at that level to the satisfaction of the employee, the grievance shall be considered terminated.
 - 2. If still dissatisfied, the employee may immediately submit the grievance in writing to the department head for consideration, stating the facts on which it was based, including the provision of the rules, regulations or agreement said to be violated, and the proposed remedy. This action must take place within fifteen business days of the occurrence of the grievance. The department head shall promptly consider the grievance and render a decision in writing within fifteen business days of receiving the written grievance. If the employee accepts the department head's decision, the grievance shall be considered terminated.
- D. If the employee is dissatisfied with the department head's decision, the employee may immediately submit the grievance in writing to the human resources director within five business days of receiving the department head's decision. The Human Resources Director shall confer with the employee and the department head and any other interested parties, and shall conduct such other investigations as may be advisable.
- E. The results or findings of such conferences and investigations shall be submitted to the City Manager in writing within fifteen business days of receiving the employee's written request. The City Manager will meet with the employee if the employee so desires before rendering a decision with respect to the complaint. The City Manager's decision shall be in writing and given to the employee within fifteen business days of receiving the Human Resources Director's results and findings. Such decision shall be final unless the employee desires a review of the decision.

- F. If the employee desires a review of the decision the procedure is as follows:
1. Hearing Officer (for employees represented by SLOPOA or IAFF, Local 3523)
 - a. The employee will have five business days following receipt of the City Manager's decision to submit a written request to the Human Resources Director for review of the decision. The Human Resources Director will obtain a list of five potential hearing officers from the State Mediation and Conciliation Service. Then following a random determination of which party (city or appellant) begins, parties shall alternately strike one name from the list until only one remains.
 - b. Within 30 business days, the hearing officer shall review the record and conduct a hearing on the matter. Within ten business days the hearing officer shall render a decision which shall be final.
 - c. Any dispute regarding the eligibility of an issue for the grievance process may be appealed through the process ultimately to the hearing officer who shall decide on the eligibility prior to ruling on the merits.
 - d. Any fees or expenses of the hearing officer shall be payable one-half by the city and one-half by the Union. All other expenses shall be borne by the party incurring the expense.

ARTICLE 11

SALARY

Section A. Rules Governing Step Increases

The rules governing step increases for employees covered by this MOA are included in the current Salary Resolution with the following modification: The Fire Chief shall be authorized to reevaluate employees who reach the top step in their pay range. An employee who is not performing up to standard for the top step shall be notified in writing that the department head intends to reduce him/her one step unless his/her job performance improves significantly within a 60-day period. Unless the employee's job performance improves to an acceptable level by the end of 60 days, the pay reduction shall then become effective. The top step may be reinstated at any time upon recommendation of the department head. If the Fire Chief deems it necessary to again remove the top step during the same fiscal year, he/she may make the change at any time with three business days written notice.

For the position of Firefighter, the salary range consists of six steps (1 through 6). Steps 2 through 5 equal 95% of the next highest step, computed to the nearest one dollar. Step 1 equals 90% of step 2.

Step 5 = 95% of Step 6
Step 4 = 95% of Step 5
Step 3 = 95% of Step 4
Step 2 = 95% of Step 3
Step 1 = 90% of Step 2

Each salary range for all other positions in the unit consists of five steps (1 through 5). Steps 1 through 4 equal 95% of the next highest step, computed to the nearest one dollar.

Step 4 = 95% of Step 5
Step 3 = 95% of Step 4
Step 2 = 95% of Step 3
Step 1 = 95% of Step 2

Each across-the-board percent salary increase shall raise the top step of the range by that percent. The highest step of each successive salary range shall be 2.63% above the highest step of the next lower range. After all highest steps of salary ranges have been established, each highest step shall be rounded off to the nearest dollar and the remaining steps established in accordance with the above formula. Employees who are eligible for advancement to the top two steps must receive at least a "competent" rating on their most recent performance evaluation prior to or coincident with their being eligible for advancement by time in grade. Competent is defined as "Performance meets standards of a qualified employee."

Step progression for Firefighters will be subject to existing personnel standards, with the timing for progression being one-year for each step.

Section B. Salary Provisions for Term of Agreement

The parties agree to no across the board salary increases (e.g. “cost of living” increases) for the term of the Agreement and the pay schedule will be as follows:

Salary Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly
612	Firefighter	4,680	5,200	5,473	5,761	6,065	6,383
		2,160	2,400	2,526	2,659	2,799	2,946
615	Fire Engineer	5,629	5,926	6,238	6,567	6,912	
		2,598	2,735	2,879	3,031	3,190	
616	Fire Vehicle Mechanic	5,770	6,073	6,392	6,730	7,083	
		2,663	2,803	2,950	3,106	3,269	
617	Haz Mat Coordinator	6,784	7,141	7,516	7,913	8,329	
		3,131	3,296	3,469	3,652	3,844	
621	Fire Captain	6,578	6,925	7,291	7,674	8,077	
		3,036	3,196	3,365	3,542	3,728	
626	Fire Inspector I	4,734	4,981	5,246	5,521	5,811	
		2,185	2,299	2,421	2,548	2,682	
630	Fire Inspector II	5,248	5,525	5,815	6,121	6,444	
		2,422	2,550	2,684	2,825	2,974	
633	Fire Inspector III	5,672	5,971	6,286	6,615	6,964	
		2,618	2,756	2,901	3,053	3,214	
	Hazardous Materials		117.84	Bi-Weekly			
	Paramedic		765.96	Monthly			
			353.52	Bi-Weekly			

Section C. "Y" Rating

An employee who is not performing up to established job standards may be "Y" rated, freezing his salary until such time as there is an improved job performance. The department head shall give 60 days written notice to any employee he intends to "Y" rate, giving the employee an opportunity to correct any deficiencies. A "Y" rating procedure shall not result (then or later) in the employee being frozen below the next lower step of the new range.

Section D. Payday

Paychecks will be disbursed on a bi-weekly schedule. Payday will be every other Thursday. This disbursement schedule is predicated upon normal working conditions and is subject to adjustment for cause beyond the City's control.

ARTICLE 12

PARAMEDIC INCENTIVE PAY

Section A. Paramedic Incentive

The City shall pay a twelve percent (12%) pay incentive of the monthly top step Firefighter base salary, prorated to a bi-weekly amount, to those firefighters or other approved fire personnel assigned to EMT Paramedic duties by the Fire Chief.

Paramedics required to recertify shall be granted four (4) hours training time per month for six (6) months prior to the recertification. Such hours shall be scheduled by the Department during the normal working day.

The Paramedic incentive shall be considered the same as base pay when determining the starting salary upon promotion to Captain.

Probationary Firefighters are not eligible to act as paramedics in the first six months of their probationary period. After that point in their probationary period, they may be allowed to do so, but only after a consultation with the Fire Chief or his/her designee, a Union Officer, and the Paramedic Coordinator.

ARTICLE 13

STATION I CAPTAIN INCENTIVE PAY

Fire Captains regularly assigned to Station I shall receive \$57.69 bi-weekly pay incentive, to compensate for the additional Station I workload. Mandatory assignments to Station I for Captains shall not exceed two consecutive years.

ARTICLE 14

BILINGUAL PAY

Employees certified as bilingual in Spanish through the testing process shall receive a bilingual payment of \$35 per pay period. Additional languages may be approved by the City based upon demonstrated need.

ARTICLE 15

HAZARDOUS MATERIALS INCENTIVE PAY

Safety employees certified as Hazardous Materials Specialists or Technicians and assigned to the Haz Mat Team by the Fire Chief shall receive incentive pay equal to four percent (4%) of the top step Firefighter base salary. The Department will support a 6 person Haz Mat Team (2 per shift). Hazardous Materials Technicians will be expected to certify as Hazardous Materials Specialists within 12 months of joining the team in order to continue receiving the incentive pay.

ARTICLE 16

TRAINING CAPTAIN

A. Selection

The Fire Chief has the ability to appoint a Training Captain from qualified individuals. If more than one qualified individual expresses interest in the position, the Chief will convene an internal interview board, which will include the President of the Local 3523 or designee, to provide a recommendation. If no qualified individuals express interest in the position, the Chief and the President of Local 3523 will meet and consult regarding the selection of a Training Captain.

B. Term

Appointments will normally be no less than two years. At the end of two years voluntary appointments made through the selection process may be ended in accordance with the Department's normal bidding process. Involuntary appointments will not exceed three years.

C. Compensation

An employee assigned as a Training Captain will be paid the Captain's 40 hour rate plus 7% of his/her base pay, including incentives in place at time of appointment. A Training Captain working suppression will, however, be converted to the 56 hour rate.

D. Out of County Assignments

When utilized for an out-of County emergency response assignment, the Training Captain will be compensated by the City on the basis of a forty-hour work rate unless the assignment requires the Training Captain to be deployed as part of a special strike team for suppression services, in which case the Training Captain will be compensated on the basis of a fifty-six hour work rate.

E. Work Schedule

The work schedule of the Fire Training Captain will be based on the operational needs of the department as determined by the Fire Chief. The Fire Training Captain may be eligible to participate in an Compressed Work Schedules (Flex Time) per the City's Trip Reduction Incentive Program.

ARTICLE 17

OVERTIME

1. Firefighters, Fire Engineers and Fire Captains assigned to 24 hour shift duty shall receive overtime pay at time-and-one-half computed at their base salary for those hours worked in excess of regularly scheduled shifts.
2. Firefighters, Fire Engineers and Fire Captains assigned to 24-hour shift duty are assigned to work (one hundred ninety-two (192) hours in a twenty-four (24) day pay cycle. Employees in these classifications who work more than one hundred eighty-two (182) hours during a pay cycle, shall be paid time and one-half (1 1/2) for all hours worked in excess of one hundred eighty-two (182) hours worked in the twenty-four day pay cycle. Paid time off shall be counted as time worked when calculating this overtime pay.
3. All other personnel shall receive overtime pay at time-and-one-half computed at their base salary for all hours worked in excess of forty (40) hours per week including holiday, sick leave and vacation unless they elect to receive compensatory time off at time and one-half.
4. All overtime shall be authorized in writing by the Fire Chief prior to being compensated.
5. All overtime shall be paid to the nearest quarter hour worked where no minimum is authorized.
6. **Overtime Call Back**: Overtime call back shall be as follows:

First Option – Rank for rank including a minimum of four paramedics

Second Option – Certified Acting Personnel

Third Option – Mandatory staffing that ensures adequate paramedic and officer coverage

Prior to a mandatory call back for paramedic coverage, Captains with paramedic certification will be offered the opportunity to work as a Paramedic. Compensation will be paid as out of grade pursuant to Section 19.3.

ARTICLE 18

EMERGENCY CALL BACK

1. Shift personnel who are unexpectedly called back to work after completing their shift and having left the worksite shall be paid a 4-hour minimum guarantee at time and one half.
2. Non-shift personnel shall receive a minimum of 4 hours at time and one-half for emergency call back or time and one-half for hours actually worked, whichever is larger.
3. Employees who are called back as defined above shall receive the minimum provided by this article or pay for the work performed, whichever is larger.

ARTICLE 19

WORK OUT OF GRADE

Employees temporarily assigned to work in a higher classification will receive one step additional pay but in no case more than the top step for the higher classification under the following conditions:

1. The assignment exceeds eight (8) consecutive work days, or four (4) consecutive shifts for all shift employees; in which case the step increase becomes effective on the ninth (9th) work day or in the fifth (5th) shift.
2. The person being temporarily replaced is on extended sick or disability leave or the position is vacant and an examination is pending.
3. Employees not eligible for the step increase (under 10 days) shall receive compensation on the following basis:

<u>Hours Worked</u>	<u>Compensation Earned</u>
0-5 hours, 59 minutes	0
6-11 hours, 59 minutes	1 hour, paid at ST
12-24 hours	2 hours, paid at ST

Each calendar quarter, employees may elect to receive payment for previously accrued CTO at straight time.

ARTICLE 20

STANDBY

- A. Employees below the rank of Fire Marshal/Battalion Chief on standby shall be compensated one hour's pay for each eight (8) hour incident with a minimum of two (2) hours straight time pay for each assigned standby period.
- B. Effective the first full pay period in January 2007 the Fire Vehicle Mechanic shall receive thirty dollars (\$30.00) for each week day and thirty-five dollars (\$35.00) for each weekend day and holiday for each mutually agreed-upon standby period.

ARTICLE 21

EDUCATIONAL INCENTIVE

The City agrees to establish an educational incentive pay plan with the following provisions:

A. Basic Benefits.

Educational incentive pay shall not start for one year after employment with the City of San Luis Obispo, but credit will be given for approved education obtained prior to that time. Effective the first full pay period in January 2008 the basic benefit will consist of \$46.16 bi-weekly for possession of an A.A., or equivalent degree from an accredited community or junior college; and \$92.31 bi-weekly for a B.A. or equivalent degree from an accredited four year college or university. Total incentive pay shall in no case exceed \$92.31 bi-weekly.

B. Job Related Fields.

Degrees must be in fields which are directly job related and if not, at least 30 semester units leading toward the appropriate degree with a grade of "C" or better must be included.

C. Application and Approval.

Application for the incentive pay shall be made by the employee to the department head at least 30 days before the date the payment of the incentive pay is to be effective. Approval of the department head and the human resources Director shall be required.

D. Unsatisfactory Performance.

In the event an employee receiving the incentive pay is not performing up to the established standards set for the job, the department head with the concurrence of the City Manager, may suspend payment of the incentive pay until such time as the employee's work performance comes up to the standard level, in the opinion of the department head and concurred in by the City Manager.

E. Non-Applicability.

It is the City's intention not to pay the educational incentive for any degree which is required for the position held by the employee. Educational incentives shall not be paid for education received on City time. The education incentive shall be removed if the employee is promoted to a position which does not entitle employee to such incentive.

F. Tuition and Books.

Employees who have completed their initial probation period may participate in the City's Tuition Reimbursement Program at the current reimbursement rate.

ARTICLE 22

UNIFORM ALLOWANCE

- A. All members shall be required to wear an approved uniform to promote the department's public image, except for the positions designated by the Fire Chief as only requiring occasional usage. Such positions shall receive one-half of the regular allowance. Each employee shall receive an annual allowance of \$800 paid semi-annually to be spent on the purchase and maintenance of department-approved uniforms. Said allowance shall be paid directly to each eligible employee on the first full pay period of July and of January. The Fire Chief or his/her designated representative shall conduct an inspection at least once a year to ensure that each employee has the minimum number of uniforms and that all uniforms meet department standards regarding safety and appearance. Employees whose uniforms do not meet standards may be subject to disciplinary action.

- B. A uniform allowance cash advance of one (1) year will be given to new employees for purchase of their uniforms. If the employee severs employment with the City or is terminated within one (1) year, the cash advance shall be deducted from the employee's last paycheck.

- C. Where the agreement refers to uniform standards, it shall mean the following: The Fire Chief shall establish and maintain a set of standards for the maintenance, care and wearing of employee uniforms. Such standards shall be on file in the Fire Chief's office, in each fire station, and in the Human Resources Director's office.

- D. Employees will be responsible to purchase and maintain health/fitness clothes, including appropriate athletic footwear. Appropriate health/fitness clothing will be determined through agreement between the Union and the Department.

- E. Damaged Uniform Reimbursement
 - 1. The City shall reimburse the cost in excess of ten (\$10.00) dollars, for repairing or replacing Department approved uniforms which are damaged within the course of employment. No reimbursement shall be made if the damage was due to negligence on the part of the employee. At the time of damage, the employee will submit a report documenting where and how the uniform was damaged.

 - 2. The Fire Chief shall determine the use and extent of wear of damaged items. Replacement amounts shall be prorated. The Department will establish administrative regulations consistent with this section.

- F. The City will bear any additional costs resulting from City mandated changes in required uniform items during the term of this agreement.

ARTICLE 23

INSURANCE

A. Contribution

The City shall contribute \$424.50 bi-monthly for Cafeteria plan benefits for each regular, full-time employee covered by this agreement. Less than full-time employees shall receive a prorated share of the City contribution. Effective in December 2015 (for the January 2016 premium), the City's total Cafeteria Plan contribution shall be modified by an amount equal to one half of the average percentage changes for family coverage in the PERS health plans available in San Luis Obispo County. For example: if three plans are available and the year-to-year changes were +10% + 15% + 20% respectively, the City's contribution would be increased by 7.5% ($10\% + 15\% + 20\% \div 3 = 15\% \times \frac{1}{2}$).

B. PERS Health Benefit Program

The City has elected to participate in the PERS Health Benefit program with the "unequal contribution option" at the Minimum Employer Contribution rate, currently \$112.00 per month for active employees and \$106.40 per month for retirees. The City's contribution toward retirees shall be increased by five (5%) percent per year of the City's contribution for the active employees until such time as the contributions for employees and retirees are equal. The City's contribution will come out of that amount the City currently contributes to employees as part of the Cafeteria Plan provided to employees in their various MOA's. The cost of the City's participation in PERS will not require the City to expend additional funds toward health insurance beyond what is already provided for in the various bargaining agreements. In summary, this cost and any increases will be borne by the employees.

C. Health Insurance Coverage Optional Participation

Employees with proof of medical insurance elsewhere are not required to participate in the PERS Health Benefit Program and may receive the unused portion of the City's contribution (after dental and vision insurance is deducted) in cash in accordance with the City's Cafeteria Plan. Those employees will also be assessed \$16.00 per month to be placed in the Retiree Health Insurance Account. This account will be used to fund the City's contribution toward retiree premiums and the City's costs for the Public Employees' Contingency Reserve Fund and the Administrative Costs. However, there is no requirement that these funds be used exclusively for this purpose nor any guarantee that they will be sufficient to fund retiree health costs, although they will be used for negotiated employee benefits.

D. Dental and Vision Insurance/Dependent Coverage

Employees will be required to participate in the City's dental and vision plans at the employee only rate. Should they elect to cover dependents in the City's dental and vision

plans, they may do so, even if they do not have dependent coverage under PERS.

E. Long-Term Disability Insurance

Safety employees are covered for Long Term Disability Insurance through the Union's plan. All non-safety employees in this bargaining unit shall be covered under the City's Long Term Disability Insurance Program. Non-safety employees shall pay the LTD premiums by payroll deduction on a pre-tax basis through the City's cafeteria plan.

F. Representation on a Medical Plan Review Committee

The Union shall actively participate in the Medical Plan Review Committee. Such committee shall review medical plans and may recommend alternative medical plans, including those offered by PERS.

ARTICLE 24

VACATION LEAVE

1. Each incumbent of a 40-hour a week line-item position shall accrue vacation leave with pay at the rate of 12 days per year of continuous service since the benefit date for the first five years; 15 days per year upon completion of five years; 18 days per year upon completion of ten years; and 20 days per year upon completion of twenty years. Employees scheduled for more than 40 hours per week shall receive the equivalent number of vacation days prorated to the number of regularly scheduled work hours (respectively, 134.4 hours per year for the first five years; 168 hours per year upon completion of five years, 201.6 hours per year upon completion of ten years and 224.6 hours per year upon completion of twenty years).
2. An incumbent is not eligible to use accrued vacation leave until after the completion of the sixth calendar month of service since the benefit date.
3. An employee who leaves the City service shall receive payment for any unused vacation leave.
4. Department Heads shall be responsible for arranging a vacation schedule, first with the needs of the City as the determining factor and, second, insofar as possible, with the wishes of the employee.
5. There will be no accrual of vacation leave to non-shift employees in excess of two times (2x) their annual accrual. Maximum accrual of vacation leave for shift employees is twice the annual rate except as noted in Section 6, Paragraph E.
6. VACATION USE:
 - A. Vacation shall be selected by seniority based on shift assignment for shift employees and by seniority for non-shift employees. The employee with the most seniority shall select first, with the following choices made in descending order of seniority.
 - B. First choice vacation shall be made during November/December each year. The first choice shall be a minimum of four (4) shifts off within one (1) cycle.
 - C. Should an employee be in danger of losing vacation accrual due to reaching the twice annual vacation cap, for reasons other than those found in Section 6 (G) and (H), the Fire Chief will review the circumstances which have prevented the employee from taking vacation and will determine whether or not the employee should be allowed to accrue beyond the cap or should be authorized to exercise his/her one-time annual opportunity for vacation payout under Section 6 (K) of this article.

Particular consideration will be given to those circumstances where vacation use is denied because use would generate the need for mandatory overtime.

- D. Employees have the right to have two (2) employees off on vacation per shift; except on the Christmas, New Years and Thanksgiving holidays only one employee shall have the right to be off on vacation. Additional vacation slots may be made available if personnel are available to fill the shift without causing mandatory overtime.
- E. Employees have the right to unscheduled vacation as provided in the current departmental Operations Manual (G.O. 204.01).
- F. Time off by Battalion Chiefs is not included in the determination of the number of employees on vacation per D above.
- G. If an employee's first choice vacation is changed by direction of the department, such change shall not cause an employee to lose vacation that may be accrued above twice the annual rate maximum. In this case, the employee shall have the choice of using the vacation at another time or receiving payment for the changed vacation.
- H. If an employee must cancel vacation for good reason, as defined by management, the vacation above twice the annual rate shall be paid as accrued.
- I. Employees may cancel scheduled vacation for any reason with a minimum of 15 days advance written notice to the Fire Chief or his/her designated representative. Maximum vacation accruals will not be waived for vacation canceled pursuant to this section.
- J. Any cancelled scheduled vacations will continue to be available for reselection by other employees.

Departmental General Operations 204.07 shall be modified as follows:

If approval is granted for vacation cancellation by the Fire Chief, the Battalion Chief on the shift affected will direct the appropriate Captain to make notification of the dates available to the platoon. Selection of available dates will be handled as a second choice vacation pick, selection may consist of any or all days remaining available. All selections made from the cancelled days will be recognized as scheduled vacation. Filling the cancelled days will start with the next person below on the seniority list (person below the person who is canceling). Filling the cancelled days will continue until all the days have been filled or all the personnel on that shift have been able to review and select the remaining available vacation shifts.

- K. All employees in this unit are eligible, once annually in December, to request payment for up to 150 hours of unused vacation leave provided that an employee's attendance practices are satisfactory.

ARTICLE 25

LEAVE OF ABSENCE

Leave without pay for up to one week per year may be granted by the Department Head. When possible, such leave requests shall be in writing and approved in advance. All other leave of absence requests shall be handled in accordance with Section 2.36.460 of the Personnel Rules and Regulations.

ARTICLE 26

HOLIDAYS

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

- January 1 - New Year's Day
- Third Monday in January - Martin Luther King Day
- Third Monday in February - President's Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veteran's Day
- Fourth Thursday in November - Thanksgiving Day
- Friday after Thanksgiving
- December 25 - Christmas
- One-half day before Christmas
- One-half day before New Year's
- Two Floating (8 hour) Holidays (non-shift employees only)

When a holiday falls on a Saturday, the preceding Friday shall be observed.

When a holiday falls on a Sunday, the following Monday shall be observed.

B. Each employee on 24-hour shift duty shall earn 6.07 hours of holiday leave semi-monthly, in lieu of fixed holidays.

Such employees shall receive payment at straight time hourly rate for a portion of their earned holiday leave (2.6 hours) each bi-weekly payroll period.

The remainder of the employee's annual holiday leave (78 hours) shall be advanced to the employee effective the first payroll period in January of each year. Such holiday leave may be taken off by the employee as provided in the current departmental Operations Manual (G.O. 204.03).

Each calendar quarter, an employee has the option of receiving payment for one-fourth (1/4) of his/her advanced holiday leave. The combination of holiday leave taken off and payment of advanced holiday time may not exceed 78 hours. Any holiday leave remaining as of the last payroll period in December of each year will be paid to the employee at the straight time rate.

If an employee terminates for any reason, having taken off hours in excess of his/her prorated share, the value of the overage will be deducted from the employee's final paycheck.

- C. Floating (8 hour) holidays for non-shift employees shall be accrued on a semi-monthly basis and added to the vacation accrual. Use, carry-over, accumulation, etc., of such vacation shall be subject to the same rules and procedures that cover all accrued vacation.

ARTICLE 27

BEREAVEMENT LEAVE

At each employee's option, absence from duty due to the death of a member of the employee's immediate family, meaning spouse/domestic partner, child, brother, sister, parent, parent-in-law, step-parent, step-brother, step-sister, grandparent, or any other relative living in the same household, provided such leave as defined in this section shall not exceed five (5) working days or the shift equivalent (56 hrs.) from each incident. The employee may be required to submit proof of relative's death before being granted sick leave pay. False information given concerning the death of relationship shall be cause for discharge.

ARTICLE 28

SICK LEAVE

Sick leave is governed by Section 2.36.420 of the Municipal Code. (See Appendix C attached). Upon termination of employment by death or retirement, a percentage of the dollar value of the employee's accumulated sick leave will be paid to the employee, or the designated beneficiary or beneficiaries, according to the following schedule:

- (1) Death - 50% Such payment shall be made within seventy-two hours of notice to the City of an employee's death.
- (2) Retirement and actual commencement of PERS benefits:
 - (a) After ten years of continuous employment - 10%
 - (b) After twenty years of continuous employment - 15%
- (3) Job-related disability retirement and actual commencement of PERS benefits - 75% with a maximum of 1000 hours payoff (75% of 1333.3 accrued hours.)

ARTICLE 29

FAMILY LEAVE

1. An employee may take up to two (2) days, (16 hours) or 24 hours for shift employees, of sick leave per year if required to be away from the job to personally care for a member of his/her immediate family.
2. An employee may take up to five days (forty hours) or the shift equivalent for shift employees (56 hours) of sick leave per year if the family member is a part of the employee's household.
3. An employee may take up to seven (7) days (56 hours) of sick leave per year or the shift equivalent (78.4 hours) if the family member is part of the employee's household and is hospitalized. The employee shall submit written verification of such hospitalization.
4. The amounts shown in 1, 2, and 3 above are annual maximums, not maximums per qualifying family member. A member of the employee's immediate family shall mean spouse or registered domestic partner, child, brother, sister, parent, parent-in-law, step-parent, step-brother, step-sister, grandparent, or any other relative living in the same household.
5. If the family member is a child, parent, spouse or registered domestic partner, an employee may use up to 48 hours (67.2 hours for shift employees) annually to attend to the illness of the child, parent, spouse or registered domestic partner, instead of the annual maximums in paragraphs 1. and 2. above, in accordance with Labor Code Section 233.
6. In conjunction with existing leave benefits, unit employees with one year of City service who have worked at least 1280 hours in the last year may be eligible for up to 12 weeks of Family/Medical Leave within any 12 month period. Family/Medical leave can be used for:
 - a. A new child through birth adoption or foster care (maternal or paternal leave).
 - b. A seriously ill child, spouse or parent who requires hospitalization or continuing treatment by a physician.
 - c. Placement of an employee's child for adoption or foster care.
 - d. A serious health condition which makes the employee unable to perform the functions of his or her position.

This leave shall be in addition to leave available to employees under the existing four month Pregnancy Disability Leave provided by California law. Paid leave, if used for family leave purposes or personal illness, will be subtracted from the 12 weeks allowed by the Family/Medical Leave Program. Employees must use all available vacation, compensatory time and administrative leave and, if appropriate, sick leave prior to receiving unpaid Family/Medical Leave.

Employees on Family/Medical Leave will continue to receive the City's contribution toward the cost of health insurance premiums. However, employees who receive cash back under the City's Flexible Benefit Plan will not receive that cash during the Family/Medical Leave. Only City group health insurance premiums will be paid by the City.

If an employee does not return to work following Family/Medical Leave, the City may collect the amount paid for health insurance by the City during the leave. There are two exceptions to this rule.

1. The continuation of a serious health condition of the employee or a covered family member prevents the return.
2. Circumstances beyond the employee's control. Further details on Family/Medical Leave are available through the City's "Guide to Family/Medical Leave Program".

ARTICLE 30

WORKERS' COMPENSATION LEAVE

Any employee who is absent from duty because of on-the-job injury in accordance with state workers' compensation law and is not eligible for disability payments under Labor Code Section 4850, shall be paid the difference between his base salary and the amount provided by workers' compensation law during the first 90 business days of such disability absence.

ARTICLE 31

MODIFIED WORK ASSIGNMENT

A modified work assignment is generally administrative in nature and may require the individual to sit at a desk, type, drive a vehicle, and engage in minimal walking. The employee may receive work assignments in one or more of the Department's program areas: Administration, Training, Hazard Prevention, Technical Services, Disaster Preparedness, Emergency Response, or Communications. The schedule is typically 40 hours a week with the employee working under the supervision of the Fire Chief or a Battalion Chief. There are two methods for placing a person on modified duty:

- 1) At the employee's request during a recovery period (minimum of two weeks) due to an off-duty injury or illness.
- 2) At the request of the City because of a Worker's Compensation injury. Each is dependent upon the availability of an appropriate work assignment.

Off-Duty Injury - An employee notifies the Fire Chief that s/he would like to be placed on a 40-hour modified duty administrative work assignment. The Fire Chief, or designee, would review the temporary modified work restrictions provided by the employee's doctor. The Department typically has a variety of tasks that a person might be assigned to work on. In accordance with past practice, as long as a legitimate modified work assignment is available (minimum of two weeks), the Fire Chief will accommodate this request.

Worker's Compensation Injury - An employee is on Worker's Compensation injury leave is provided temporary modified work restrictions and the Fire Chief knows of a possible modified work assignment. The Fire Chief, or designee, would notify the employee of the modified work assignment available. Employees on Worker's compensation certified by a doctor for a modified work assignment may lose benefits if they refuse available modified work assignment based on Worker's compensation law.

Once an employee is released to light-duty, a Personnel Action Form is initiated and all leave balances (Holiday, Vacation, Sick Leave, etc.) are changed to reflect a 40-hour work week. It should be noted that any leave taken during this light-duty period is taken at the 40-hour work week accrual rate and no FLSA is given.

The employee would transfer to a modified work assignment as soon as the employee has completed his/her FLSA period (the FLSA period runs concurrent with the A shift's schedule).

To ensure all FLSA provisions are met, the hours previously worked in the pay period will be reviewed with the employee prior to setting up the work schedule. Once the employee has received a doctor's release to return back to full-duty and it has been approved by the Fire Chief, the employee will return to their appropriate shift on their next scheduled work day, assuming this return schedule does not trigger overtime in excess of regular FLSA overtime. If excess overtime would be triggered, the employee will return to work on the earliest date that will not trigger excess overtime.

ARTICLE 32

SAFETY

The Union and the City agree to address Departmental and citywide safety concerns through the City's Safety Committee and the Communication Process outlined in Article 7.

ARTICLE 33

RETIREMENT

- A. The City agrees to provide the Public Employees' Retirement System's 3% at age 50 plan to all sworn personnel and the 2.7% at age 55 plan to all non-sworn personnel for employees hired before July 1, 2012. The 3% at age 50 plan includes the following amendments: Post Retirement Survivor Allowance, conversion of unused sick leave to additional retirement credit, the 1959 Survivor's Benefit, one-year final compensation, Military Service Credit, and Pre-Retirement Optional Settlement 2 Death Benefit. The 2.7% at 55 plan has the following amendments: 1959 survivor's Benefit, conversion of unused sick leave to additional retirement credit, one year final compensation, and Pre-Retirement Optional Settlement 2 Death Benefit.
- (1) The City agrees to contribute up to 9% of safety members' obligation to contribute to PERS, until the first full payroll period in July 2012 when the City will pay 1.5% of the members' obligation to contribute to PERS. Effective the first full pay period in July 2013, the City will discontinue paying the safety members' obligation to PERS. Safety members will pay the full Member contribution to PERS effective the first full pay period in July 2013.
 - (2) City agrees to contribute up to 8% of non-safety members' obligation to contribute to PERS, until the first full payroll period in July 2012 when the City will pay 0.5% of the members' obligation to contribute to PERS. Effective the first full pay period in July 2013, the City will discontinue paying the non-safety members' obligation to PERS. Non-safety members will pay the full Member contribution to PERS effective the first full pay period in July 2013.
 - (3) The City agrees to report as salary all Employer-Paid Member Contributions for full-time employees to PERS for the purposes of retirement credit in accordance with Gov. Code Section 20636 (c).(4). until the first full pay period in July 2013.
 - (4) The amount paid by the City is an employee contribution and is paid by the City to partially satisfy the employee's obligation to contribute to PERS. An employee has no option to receive the contributed amounts directly instead of having them paid by the City to PERS on behalf of the employee. The Union understands and agrees that employees bear the risk of payment of any increases in the employee contributions above the amount provided in this Agreement which may result by action of PERS or the state legislature. Parties further agree that City payment of PERS contributions is made based upon tax treatment currently permitted by the State Franchise Tax Board and the IRS. Should current tax treatment change, the Union and the employees hold harmless the City, its officers and agents from any and all claims or costs of any type, including but not limited to, liability for back

taxes, arising out of this Agreement to pay part of the employee's PERS contribution. Should current tax treatment change, the Union shall have the opportunity to meet and confer regarding any such changes.

- B. For City employees hired on or after July 1, 2012, the City will provide the PERS Safety 3% @ 55 retirement plan for safety members using the average of the three highest years as final compensation. This second tier formula will include the following amendments: Post Retirement Survivor Allowance, conversion of unused sick leave to additional retirement credit, the 1959 Survivor's Benefit, one-year final compensation, Military Service Credit, and Pre-Retirement Optional Settlement 2 Death Benefit. Non-safety members will be subject to the same second tier PERS formula implemented with the San Luis Obispo City Employees Association (SLOCEA). New Employees hired under either second tier formula will pay the full member contribution required under the plan, presently nine (9%) for the Safety plan and seven percent (7%) for the Miscellaneous plan.

ARTICLE 34

HOURS

- A. Employees assigned to a 24-hour shift schedule, shall work a shift schedule which, over a period of one year, shall average approximately fifty-six (56) hours per week.

For purposes of illustration only, a copy of the shift schedule pattern is set forth in Appendix B.

The Department shall give no less than 15 days notice prior to changing a shift assignment for non-emergency reasons.

A work shift is defined as a work period of twenty-four (24) hours, commencing at 0800 hours and continuing until the next day, ending at 0800 hours (8 a.m. to the following 8 a.m.)

Within each work shift the work day will be from 0800 to 1700 hours. The work day will be divided as follows:

0800 - 1200 Captain's Priority
1200 - 1300 Lunch
1300 - 1700 Chief's Priority/Captain's Priority

The intent of Captain's Priority is to create a productive schedule providing latitude for necessary classes, rewards and individual's priorities. Included in Captain's Priority is vehicle and station maintenance, fitness training and Captain's projects 8-12 daily. Holidays and weekends are also Captain's Priority times.

- B. Shift Exchange - The Fire Chief or his/her representative may authorize employees covered by this Agreement to exchange shift assignments with other department employees of equal rank or qualifications for the position. Anyone working more than 72 consecutive hours must contact the Battalion Chief for confirmation that reasonable rest has been achieved.
- C. Vacation Exchange - The Fire Chief or his/her representative may authorize employees covered by this Agreement to exchange vacation leave with other department employees of equal rank or qualifications for the position.
- D. Early Relief - The Fire Chief or his/her representative may authorize employees covered by this Agreement to relieve another department employee of equal rank or qualifications for the position prior to the end of the scheduled shift.

ARTICLE 35

HEALTH/FITNESS

The City, the Department and the Union are desirous of implementing measures to promote the well being of employees and reduce the incidents of preventable accidents, illnesses, and disabilities, and have, and shall continue to, work cooperatively to encourage and develop an appropriate program to enhance physical fitness and health and to establish required physical standards to be met by all employees. The parties have agreed to implement the physical fitness program outlined in the "Health and Fitness Maintenance Program".

The Union recognizes that it is the policy of the City to hire non-smokers in the Fire Department. The Union further recognizes there is a fire department policy concerning smoking in departmental facilities and vehicles. The parties agree that smoking poses health risks to non-smokers as well as smokers.

ARTICLE 36

SALARY SURVEY CITIES

Cities to be used for review of salaries shall include:

Chico
Davis
Monterey
Napa
Petaluma
Pleasanton
Salinas
Santa Cruz
Santa Maria

It is agreed that, during the negotiations to produce a successor Agreement, either party may propose changes to the above list of cities. A revised, mutually agreed upon list, may be used during the negotiations to produce a successor Agreement. In the absence of an agreement for change, the issue shall be referred to the meet and confer process.

ARTICLE 37

LAYOFFS

In accordance with Personnel Rule 2.36.280, the City Council of San Luis Obispo shall determine when layoffs are to occur. The human resources Director shall be responsible for the implementation of a layoff order of the City Council in accordance with the procedures outlined below:

- A. After determining a layoff is needed within the Union, the order of layoffs shall be as follows:
1. Temporary and contract employees, in the order to be determined by the appointing authority;
 2. Probationary employees (promotional probation excluded), in the order to be determined by the appointing authority;
 3. For regular employees within the Union, layoffs shall be governed by seniority and job performance. Seniority is established by time in service within the Union. That is, the last employee hired into the bargaining unit shall be the first employee laid-off. Job performance categories shall be defined as follows.

Category 1:

Performance that is unsatisfactory, below standard, needs improvement, unacceptable or does not meet minimum standards.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the lowest two categories of the performance appraisal report.

Category 2:

Performance that is competent, superior, meets expectations, meets performance standards, exceeds performance standards and expectations, or is outstanding.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the top two to three performance categories of the performance appraisal.

A regular employee being laid off shall be that employee with the least seniority in the Union and who is in the lowest job performance category. Employees in Category 1 with the lowest seniority will be laid off first, followed by employees in Category 2. Should the two performance evaluations contain overall ratings that are in the two different categories as defined above, the third most recent evaluation overall rating shall be used to determine which performance category

the City shall use in determining order of layoffs.

4. Transfer to another department in lieu of layoff is authorized, upon approval of the department heads, if there is a vacancy and the employee meets the minimum job requirements.

B. Laid-Off Employees on Re-employment List

1. The names of employees who have been laid-off shall be placed on the appropriate Re-employment List. The recall of employees will be in reverse order of layoff, depending upon City requirements.
2. Names of employees laid-off shall be placed on a re-employment list for a period of two years. They will be offered re-employment only once before being removed from the list for the job they held before being laid-off. Re-employment lists shall be used for filling those classes requiring substantially the same minimum qualifications, duties and responsibilities of the class from which the layoff was made.

C. Appointment of Laid-Off Employees to Vacant Class

1. An appointing authority may, with the approval of the Department Head and the human resources Director and in agreement with the employee, appoint an employee who is to be laid-off to a vacancy in a vacant class for which he or she is qualified. He/she will still remain on the re-employment list for the job from which he/she was laid-off.

D. Employee Reassignments (bump back procedure) for IAFF Local 3523

1. Employees who have been promoted during their service with the City may bump back in their career series to a position they formerly held, if there is an employee in the lower classification with less seniority than the employee who wants to bump back. Seniority for the purpose of this section shall mean time in service, as a regular employee, within the Union. For example, an employee attempting to bump back to Engineer from Captain would utilize his/her combined time within the Union, firefighter, engineer or captain, in determining whether or not he/she had more seniority than an individual in the Engineer classification. The intent is to have the last person hired into the Union be the first person to be laid-off.
2. Reassignment rights may be exercised only once in connection with any one layoff, and shall be exercised within 20 calendar days from the date of the notice of the layoff, by written notice from the employee.
3. The bumping right shall be considered exercised by the displacement of another employee with lesser total seniority or by the acceptance of a vacant position in the class with the same or lower salary.

4. Employees who are reassigned (bump back) are to be placed on an open re-employment list for the position they have vacated.
 5. Employees on layoff shall be offered re-employment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.
- E. The City will notify recognized employee organizations of the effective date of any reduction in force concurrent with the notice to the affected employee(s) pursuant to F, below.
- F. Notice of layoff to Employees
1. An employee to be laid-off shall be notified in writing of the impending action at least thirty (30) calendar days in advance of the effective date of the layoff. The notice shall include the following information.
 - a. Reason for layoff.
 - b. Effective date of layoff.
 - c. Employee rights as provided in these rules.
- G. Removal of Names From Re-employment Lists
1. The human resources Director may remove an employee's name from a re-employment list if any of the following occur:
 - a. The individual indicates that he/she will be unable to return to employment with the City during the life of the list; or
 - b. The individual cannot be reached after reasonable efforts have been made to do so. The City shall utilize certified mail when contacting individuals; or
 - c. The individual refuses one re-employment offer at his/her previous job. Individuals shall have ten (10) days to respond to the offer of re-employment and an additional thirty (30) days to return to work.
- H. Employee Rights and Responsibilities
1. In addition to others identified herein, employees affected by these procedures shall have the following rights:
 - a. Through prior arrangement with his/her immediate supervisor an employee who has been notified of his/her impending layoff shall be granted reasonable time off without loss of pay to participate in a pre-scheduled interview or test for other employment.
 - b. An employee who has been laid-off shall be paid in full for his/her unused

accrued vacation leave and holiday leave on the effective date of the layoff.

c. When an individual is reemployed he/she shall be entitled to:

- (1) Retain his/her seniority date.
- (2) Accrue vacation leave at the same rate at which it was accrued at the time of the layoff.
- (3) Have any unused sick leave reinstated.
- (4) The same retirement package prior to layoff, assuming that the employee has not withdrawn his/her PERS funds. If an employee has withdrawn funds, he/she will be reinstated to the retirement package which is currently in effect for all newly hired employees unless the employee notifies PERS within 90 days that he/she wishes to redeposit the withdrawn funds.

2. An individual reemployed into the job from which he/she was laid off shall be assigned to the same salary range and step he/she held at the time of the layoff. An individual reemployed into a job classification other than the classification from which he/she was laid off shall be assigned to the salary range of the new classification at the amount closest to the salary he/she earned at the time of the layoff.
3. When an individual has been reemployed after a layoff by bumping back to a lower job classification prior to being laid-off, he/she will be placed on a re-employment list for the higher job classification held prior to bumping back.
4. A probationary employee who is reemployed shall be responsible for completing his/her probationary time commitment. Similarly, an individual who is reemployed shall complete, upon return to the job, the same work time he/she would have had to work at the time of the layoff to attain a higher vacation leave accrual rate or to become eligible for a salary step increase.
5. The intent of the layoff policy is to have the last hired the first laid off.

ARTICLE 38

WORK ACTIONS

Participation by an employee in a strike or a concerted work stoppage shall be deemed to pose an imminent threat to public health or safety and is unlawful, furthermore, it shall terminate the employment relation. Provided however that nothing herein shall be so construed as to affect the right of any employee to abandon or to resign his employment.

- (a) Employee organizations shall not hinder, delay, interfere with, nor coerce employees of the City to hinder, delay, or interfere with, the peaceful performance of City services by strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, or unlawful picketing.
- (b) In the event that there occurs any strike, concerted work stoppage, or any other form of interference with or limitation of the peaceful performance of City services prohibited by this Article, the City, in addition to any other lawful remedies or disciplinary actions, may, by action of the Municipal Employee Relations Officer cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and withdraw recognition of the employee organization or organizations participating in such actions.
- (c) Employee members of any employee organization shall not be locked out or prevented by management officials from performing their assigned duties when such employees are willing to perform such duties in the customary manner and at a reasonable level of efficiency.

Any decision made under the provisions of this Section may be appealed to the City Council by filing a written Notice of Appeal with the City Clerk, accompanied by a complete statement setting forth all of the facts upon which the appeal is based. Such Notice of Appeal must be filed within ten (10) working days after the affected employee organization first received notice of the decision upon which the complaint is based, or it will be considered closed and not subject to any other appeal.

ARTICLE 39

FIREFIGHTER RECRUITMENT

1. The Chief, in consultation with the President of the Local 3523, will determine the type of Firefighter recruitment to be conducted (e.g. entry level, lateral, paramedic, etc.) based on the operational needs of the department. A current eligibility list will be maintained and firefighters will go through the approved department academy, as set forth in General Operations 501.03.
2. Firefighter Apprentices will be allowed to apply for entry-level firefighter positions outside the limitation on the number of applications to be accepted. For a given recruitment, if the number of applications received by the City for entry-level firefighter positions is to be limited, the limit will not be less than 100.
3. For new entry-level firefighters, the State Fire Marshal's Firefighter I certification will be required. For new entry-level firefighter paramedics, a minimum of Firefighter I Academy certification is required. All other employment standards remain the same.

ARTICLE 40

PROBATIONARY PERIOD

All appointments to classifications listed in Appendix “A”, including promotional appointments, shall be subject to a probationary period of one year. The probationary period may be extended if further employee evaluation is deemed necessary for up to six months upon the written recommendation of the Fire Chief and the written approval of the Human Resources Director.

ARTICLE 41

RESIDENCY REQUIREMENT

A. Departmental General Operations 206.04 shall be modified as follows:

All personnel must live within ninety (90) miles travel distance from the City limits to their permanent residence.

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ARTICLE 42

STAFFING

- A. The current number of authorized positions in the Fire Department represented by the Local 3523 is 12 Fire Captains, 1 Fire Training Captain, 15 Fire Engineers, 12 Firefighters, 1 Fire Vehicle Mechanic, 1.8 Fire Inspectors, 1 Hazardous Materials Coordinator, and 24 Paramedics within the ranks of Captain, Firefighter, and Engineer. One Paramedic Captain (included as one of the 24 Paramedics) will be assigned per shift. If it becomes necessary for the City to exercise its management right to change those staffing levels, the City acknowledges its responsibility to meet and confer with the Union on the impacts of any such changes.
- B. **Constant Staffing:** An ongoing Constant Staffing Program will commence on May 1, 2005. "Constant Staffing" provides for a mandated fourteen (14) Firefighters on-duty every day including the Battalion Chief. Mandated overtime will be used to maintain the fourteen (14) per day minimum.
- C. There will be no reserve program implemented during the term of this agreement.
- D. The present status of the Apprentice Program does not impact on the bargaining unit integrity. The City recognizes its obligations to meet and confer on any future impacts of the Apprentice Program on the bargaining unit.
- E. In the absence of the Battalion Chief, the Fire Chief may temporarily act as Battalion Chief in situations that would otherwise require mandatory overtime.

ARTICLE 43

SENIORITY BIDDING FOR STATION ASSIGNMENT

A. Intent:

Utilize years of service as an empowerment tool for the employee. Thus enhancing their productivity and morale, through their ability to choose station assignment, program assignment and working partners. Station assignment longevity has been proven to deliver higher service levels to the public by enhancing knowledge of first in districts, institutional knowledge of facilities and target hazards, and improved skills delivery by crew cohesion resulting through consistent training and emergency response experiences.

B. Effective Date:

An open bid process as defined below will become effective January 1, 2011. Each member will remain in their selected bid until they choose to utilize their bid for a vacant position, agree to a mutual, or are distributed based on department need as described below.

C. Bid Procedure

In the event of a new vacancy (due to retirement, promotion, etc.) in any rank, upon determination by the Chief to fill the vacancy, the bid spot shall be declared vacant and available for bid from members of the same rank.

- Bid selection will be based on department seniority using the department's master seniority list.
- Each member will only be allowed to accept one bid per year (once every twelve months). Newly promoted employees will be offered a bid, once the bid is complete based on department seniority, regardless of the timing of their prior bid in the previous rank.
- After a bid has been closed, any remaining vacancies shall not be filled for 30 days.
- Bid assignments will begin the first day of the first full F.L.S.A. period following selection with the intent to eliminate or minimize overtime due to personnel movement.

D. Process:

1. The President and Vice President of Local 3523 will have the opportunity for the first and second bid selection during each term as president or vice president. Once that bid has been used, future bids during the remaining term

will be based on department seniority.

2. The President of Local 3523 shall have the first selection
3. The Vice President of Local 3523 shall have the second selection.
4. The remainder of the bid selection will follow department seniority with the most senior member selecting first. The order of selection shall be by rank in the following order: Captains, Engineers, and then Firefighters

Probationary firefighters will not be included in the station selection process until they have completed their probationary period. Upon completion of firefighter probation if their current assignment is vacant, that vacancy will go out to bid selection for the entire department.

E. Mutual Bid

Upon request from two members of equal rank and specialty skill designation for a mutual exchange of their bid assignments, the Battalion Chief, Company Officers, and a union representative of the members making the request shall meet and evaluate the request for approval or denial. If the request for the mutual is accepted those employees involved will have used their one bid for the year. If the request for mutual exchange is denied, the applicants can utilize the IRC for review of that decision.

To ensure equity throughout the entire bid process, mutual transfers are subject to the following additional requirements:

1. The bid transfer must be effective for a minimum of 12 months.
2. If within that 12 month period either party involved separates or promotes, the remaining party must comply with the following:
 - a. The original station occupied by the person vacating will be put up for bid, and the remaining parties can bid for that position. If the mutual member is unsuccessful in obtaining that bid, then that member returns to his/her previous assignment, and recovers bid rights after the remainder of the 12 month period.

F. Distribution

Each crew will have a Paramedic assigned to it from the ranks of the Engineer or Firefighter. Captains may fill into the paramedic pool if there are not enough Paramedics within the Firefighter/Engineer rank. Each shift will have one of the three Paramedic Coordinators. Paramedic Coordinators will be a minimum 2 year commitment and only vacated voluntarily or as determined by the Fire Chief. The Captain taking the position of Paramedic Coordinator cannot be the primary paramedic on their selected crew. Each shift will have paramedics evenly distributed depending on the size of the paramedic pool (example: pool of 24, 8 medics per shift).

Hazardous Materials Team Members will be evenly distributed to ensure at least one Hazardous Materials Team Member is assigned to each shift.

All corrections to completed bids will take place with the Battalion Chief and a shop steward to make sure that paramedics, paramedic coordinators, and hazardous materials team members are represented on all three shifts.

Individuals bidding for assignment as the Station 1 Captain shall be subject for interview by the Shop Steward and the appropriate Battalion Chief prior to bid selections being finalized.

Individuals working out of grade will work at the station at which the vacancy is occurring. Selection of the individuals who will work out of grade is to remain consistent with existing policies. Vacancies created by promotion or retirements are to be filled by the newly promoted individuals once the bid has been completed.

Administration of the Fire Department recognizes and supports the premise that placing employees at stations of their preference is beneficial. The Fire Department Administration needs a degree of flexibility to accomplish the following goal:

1. Allow for mentoring and conflict resolution

Station bid adjustments by Fire Department Administration shall be accompanied by written justification as to the perceived need.

After initial placement, movement of personnel shall be for a maximum period of six months. At the end of this six-month period, the effected personnel shall return to their station of choice. Reasons for moves for more than six months or for permanent relocation need to be in writing.

Except in extraordinary circumstances no movement of personnel will be initiated during the months of November and December.

When movement of personnel is initiated by the Department and is not due to any fault of the individual(s), the Department will honor all approved time off requests.

G. Issue Resolution Committee:

Intent:

The intent of the Issue Resolution Committee is two fold:

First, is to deal with the larger issue of how the program works. Does the

process work; are we able to meet the goals of the program and the department?

Second, are both labor and management needs being addressed fairly and equitably.

Committee membership:

The Issue Resolution Committee (IRC) will consist of two members from management. The President of Local 3523 will appoint two members from the employee's bargaining unit. A fifth member will be chosen by the above four members. The Fire Chief or the labor President can substitute the members from management and labor, respectively, for cause.

Issue Resolution:

Local 3523, through their Board of Directors, or Fire Department Administration, through the Fire Chief, can bring issues to the Committee. The IRC will convene within five business days of receipt of an issue of concern or a question of process. Issues will be decided based on the information presented to the committee. Issues or questions will be considered resolved by a vote of 4 out of 5 committee members.

The IRC will review the overall program as it relates to program and department goals annually or as needed. Unresolved issues will be taken to the next contract negotiations as a negotiable issue.

The IRC will attempt to resolve issues of a personal nature, i.e. station placement, or an interpretation of the process, as they come up. If the committee cannot resolve an issue, the Fire Chief will resolve the issue.

By mutual agreement of Local 3523 and Fire Department Administration, this program can be discontinued at any time.

All committee members performing the duties of this committee while off duty will be compensated (at straight time), hour for hour.

ARTICLE 44

FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the City and the Union. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the City and the Union except as specifically referred to in this Agreement. During the life of this Memorandum of Agreement, should either party desire to modify its terms or to meet and confer with respect to matters within the scope of representation, such party shall request in writing to meet and confer on such item(s), which item(s) shall be specified in writing. During the life of this Memorandum of Agreement, either party may refuse such a request without explanation, and no unilateral action may be taken on the matter within the scope of representation during the term of this agreement.

Should the City wish to take action on a matter which relates primarily to matters not within the scope of representation, but impacts matters within the scope of representation, it shall provide notice to the Union and afford the opportunity to meet and confer on the impact of its decision(s). If a conflict arises between the MOA and General Operations or any other policy and procedure, the MOA shall prevail.

Should the City propose to consolidate, merge, and/or contract out the Fire Service function, it will give notice to the Union and meet and confer on any aspects of the proposal which fall within the scope of representation.

ARTICLE 45

SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision within thirty (30) day work period. If no Agreement has been reached, the parties agree to invoke the provision of impasse under City Resolution 6620.

ARTICLE 46

RENEGOTIATIONS

Pursuant to Resolution No. 6287, (1989 Series): If either party wishes to make changes to this agreement, that party shall serve upon the other its written request to negotiate as well as its initial proposals for an amended Agreement. Such notice and proposals must be submitted to the other party by August 15, 2015. If notice is properly and timely given, negotiations shall commence no later than September 15, 2015.

ARTICLE 47

AUTHORIZED AGENTS

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

- A. Local 3523's principal authorized agent shall be the President (address: 2160 Santa Barbara Avenue, San Luis Obispo, California 93401; telephone: (805) 550-5020).

- B. Management's principal authorized agent shall be the Human Resources Director or his/her duly authorized representative (address: 990 Palm Street, San Luis Obispo, California 93401; telephone: (805) 781-7250).

ARTICLE 48


TERM OF AGREEMENT

This Agreement shall become effective as of January 1, 2012 and continue in full force and effect until expiration at midnight, December 31, 2015.

SIGNATURES

1. Classifications covered by this Agreement and included within this unit are shown in Appendix "A".
2. This Agreement does not apply to Temporary Employees or Part-time employees. This Agreement was executed on March 6, 2012, by the following parties.

CITY OF SAN LUIS OBISPO


Richard C. Bolanos, Chief Negotiator

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 3523


Stuart Adams, Chief Negotiator


Monica Irons, Human Resources Director


Erik Baskin, President

APPENDIX A

CLASSIFICATION

<u>CLASSIFICATION</u>	<u>CODE</u>	<u>SALARY RANGE</u>
Firefighter	6040	612
Fire Engineer/Inspector	6020	615
Fire Vehicle Mechanic	6030	616
Hazardous Materials Coordinator	6165	617
Fire Captain	6010	621
Fire Inspector I	6198	626
Fire Inspector II	6200	630
Fire Inspector III	6202	633

APPENDIX B

WORK SCHEDULE ILLUSTRATION

For purposes of illustration only, the shift schedule pattern for employees working a fifty-six (56) hour work week consists of eight (8) twenty-four (24) hour on-duty periods within a twenty-four (24) day cycle which is worked in accordance with the following chart:

X = 24-hour on-duty period

O = 24-hour off-duty period

SCHEDULE: XOXOXOXOOOXXOXOXOXOOOOO

APPENDIX C

EMPLOYEE RESPONSIBILITIES AND BENEFITS - SICK LEAVE

Sick leave is governed by Section 2.36.420 of the Municipal Code and reads as follows:

2.36.420

Employee responsibilities and benefits - Sick leave.

A. Sick Leave Defined. "Sick leave" shall be defined as follows:

1. Absence from duty because of illness or off-the-job injury, or exposure to contagious diseases as evidenced by certification from an accepted medical authority;
2. At each employee's option, absence from duty due to the death of a member of the "employee's immediate family," meaning spouse, registered domestic partner, child, brother, sister, parent, parent-in-law, step-parent, step-brother, step-sister, or any other relative living in the same household, provided such leave as defined in this subsection shall not exceed five working days (40 hours for non-shift personnel, 56 hours for shift personnel) from each incident. The employee may be required to submit proof of relative's death before being granted sick leave pay;
3. An employee whose memorandum of understanding incorporates a provision for "family leave" may use sick leave not to exceed three days (24 hours for non-shift personnel, 33.6 hours for shift personnel) per year if required to be away from his/her job to personally care for a member of the employee's immediate family as defined in this subsection.

B. Rules Governing Sick Leave.

1. Each incumbent of a line-item position shall accrue sick leave with pay at the rate of twelve days (96 hours) or the shift equivalent (134.4 hours) per year of continuous service since the benefit date.
2. Sick leave may be used after the completion of the month of service in which it was earned.
3. Sick leave shall begin with the first day of illness.
4. Department heads shall be responsible to the City Manager for the uses of sick leave in their departments.

5. A department head shall require written proof of illness from an authorized medical authority at the employee's expense for sick leave use in excess of five consecutive working days by personnel in his/her department. Such proof may be required for periods of less than five consecutive working days where there exists indication of abuse.
6. Any employee who is absent because of sickness or other physical disability shall notify his/her immediate supervisor or department head as soon as possible but in any event during the first day of absence. Any employee who fails to comply with this provision without having a valid reason will be placed on leave of absence without pay during the unexcused absence and be subject to disciplinary action in accordance with procedures established by this chapter.
7. Any employee absent for an extended illness or other physical disability may be required by the Human Resources director to have an examination by the city's medical examiner at city expense prior to reinstatement to the city service.
8. An appointing authority, subject to approval of the Human Resources director, may require any employee to be medically examined where reasonable cause exists to believe that an employee has a medical condition which impairs his/her job effectiveness or may endanger the health, safety or welfare of the employee, other employees or the public. Employees who are judged to be physically incapable of meeting normal requirements of their positions may be placed in a classification of work for which they are suitable when a vacancy exists, or may be separated for physical disability.
9. In the event that an employee's sick leave benefits become exhausted due to illness or exposure to contagious disease, the employee shall revert to a status of leave of absence without pay and be subject to the provisions of Section 2.36.460.
10. The right to benefits under the sick leave plan shall continue only during the period that the employee is employed by the city. This plan shall not give any employee the right to be retained in the services of the city, or any right of claim to sickness disability benefits after separation from the service of the city. When an employee receives compensation under the Worker's Compensation Act of California, such compensation received shall be considered part of the salary to be paid to the employee eligible for such payments as required by state law. The amount paid by the city shall be the difference between the amount received by the employee from the city's compensation insurance coverage and the eligible employee's regular rate of pay.
11. Notwithstanding anything contained in this section, no employee shall be entitled to receive any payment or other compensation from the city while absent from duty by reason of injuries or disability received as a result of engaging in employment other than employment by the city for monetary gain or other

compensation, or by reason of engaging in business or activity for monetary or other compensation other than business or activity connected with his/her city employment.

12. A public safety employee shall not receive sick leave payments while receiving Worker's Compensation payments.
13. Accumulation of sick leave days shall be unlimited. (Prior code 2708.5)

SIDE LETTERS

The documents following this section are all Side Letters of Agreement between the International Association of Firefighters, Local 3523, and City of San Luis Obispo. They should not be construed to be part of the Memorandum of Agreement and are not subject to the terms of Article 38, Full Agreement. Any dispute over interpretation or application of the side letters shall be referable to the grievance and arbitration procedures of the MOA.