

RESOLUTION NO. 11512 (2024 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, APPROVING A SIDE LETTER TO THE JANUARY 1, 2024 THROUGH JUNE 30, 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN LUIS OBISPO AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3523

WHEREAS, on December 5, 2023 the City Council adopted Resolution #11461 (2023 Series) ratifying the 2024-2027 Memorandum of Understanding between the City of San Luis Obispo and The International Association of Firefighters, Local 3523 (Fire); and

WHEREAS, while the City was in the process of negotiating the 2024-2027 Fire MOU, staff requested clarification from the California Public Employees' Retirement System ("CalPERS") regarding whether certain special pay incentives were reportable to CalPERS as special compensation for the purposes of inclusion in pension benefits; and

WHEREAS, as part of the CalPERS review, the City was required to make modifications via a Side Letter approved by the City Council to clarify the City's existing practices for paramedic field training officer and the paramedic pay incentive to conform with CalPERS statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. The Side Letter to the Memorandum of Understanding between the City of San Luis Obispo and The International Association of Firefighters, Local 3523, attached hereto as "Exhibit A" and incorporated herein by this reference, is hereby approved by the Council. All other terms and conditions of the Memorandum of Understanding remain as previously approved on December 5, 2023.


SECTION 2. The City Clerk shall file and furnish a copy of the resolution to Patrick Larsen, The International Association of Firefighters, Local 3523, and Nickole Domini, Director of Human Resources.

SECTION 3. Amendments to compensation for The International Association of Firefighters, Local 3523 do not constitute a "Project" under CEQA Guidelines Sec. 15378.

On motion of Council Member Francis, seconded by Council Member Shoresman, and on the following roll call vote:

- AYES: Council Member Francis, Marx, Shoresman, Vice Mayor Pease, and Mayor Stewart
- NOES: None
- ABSENT: None

The foregoing resolution was passed and adopted this 20th day of August 2024.

DocuSigned by:

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 Mayor Erica A. Stewart

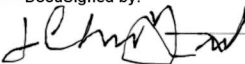
ATTEST:

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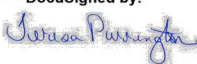
 Teresa Purrington
 City Clerk

APPROVED AS TO FORM:

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 J. Christine Dietrick
 City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on 8/26/2024 | 7:39 AM PDT.

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 Teresa Purrington
 City Clerk

SIDE LETTER TO THE JANUARY 1, 2024 – JUNE 30, 2027 MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF SAN LUIS OBISPO AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3523

The City of San Luis Obispo (hereinafter the “City”) and the International Association of Firefighters, Local 3523 (hereinafter the “Union”), jointly referred to as the “Parties”, agree to the listed terms and conditions of this Side Letter. Except as modified by this Side Letter, all existing terms and conditions of the Memorandum of Understanding (MOU) shall remain unchanged.

Article 8 – Promotional Opportunities shall be modified as follows:

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 they were 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 their selection on promotional exams two (2) or more times during the term of this MOU.

In accordance with Section 2.36.240 A4 of the City’s Personnel Rules and Regulations, “When an employee is promoted, the employee shall be paid at the first step in the salary range for the new positions whose salary is at least five (5%) percent above the last step held in the former position.” When promoting to Fire Engineer or Fire Captain, the last step held will be defined as step pay only, exclusive of any incentive (including Paramedic pay for a Firefighter) or overtime pay unless the employee is no longer eligible for such incentive upon promotion (e.g., Paramedic Coordinator). ~~In the event of a promotion to Fire Captain, where the Fire Department exceeds the specified minimum number of Paramedics as outlined in Article 50 – Staffing, and there is no operational requirement for the promoted employee to retain their Paramedic status as determined by the Fire Chief or designee, thus discontinuing their eligibility for Paramedic Incentive Pay, the City shall factor the Paramedic Incentive Pay into the salary determination for the promotion.~~

Step placement upon promotion for Fire Battalion Chief is primarily based on applicable education and experience. Education and experience will be first applied to meet the minimum requirements per the current job description. Education and/or experience in excess of that needed to meet minimums will be applied as follows:

- Two years of experience as a SLO City Fire Captain equates to one step.
- Two years of education equates to one step.

Once initial step placement is proposed, a pay analysis will be conducted to ensure step placement is above Fire Captain gross pay. The calculation will be as follows:

- Fire Captain gross pay includes base pay, regularly scheduled FLSA pay, and the following incentives: Paramedic Coordinator Incentive, Paramedic Field Training Officer Incentive, Paramedic Incentive, Station 1 Captain Incentive, and USAR incentive.
- Fire Battalion Chief proposed step is based on education and experience plus eligible incentives.
- If Fire Battalion Chief proposed step is more than Fire Captain gross pay; then Battalion Chief step placement is appropriate.

SIDE LETTER TO THE JANUARY 1, 2024 – JUNE 30, 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN LUIS OBISPO AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3523

- If Fire Battalion Chief proposed step is less or equal to the Fire Captain gross pay; adjust to the next Fire Battalion Chief step above Fire Captain gross pay.

Article 12 – Paramedic Incentive Pay shall be modified as follows:

~~Firefighters, Fire Engineers, and Fire Captains may be assigned to Paramedic duties by the Fire Chief or designee. Firefighters that serve as Paramedics are moved into a salary grade that is twelve percent (12%) higher than the base Firefighter grade. Fire Engineers and Fire Captains shall qualify for a twelve percent (12%) incentive of their base rate of pay.~~

~~This pay incentive shall be effective the first full pay period following the employee's successful completion of paramedic certification and assignment to Paramedic duties, as determined by the Fire Chief or designee.~~

Effective July 1, 2017, the City shall pay a twelve percent (12%) of the monthly top step Firefighter base salary, prorated to a biweekly amount, to those Firefighters, Fire Engineers, or Fire Captains who obtain and maintain a paramedic certification. This pay incentive shall be effective the first full pay period following completion of paramedic certification and assignment.

Effective July 6, 2023, the paramedic incentive shall change to be twelve percent (12%) of the employee's base pay. The Firefighter Paramedic salary grade will be twelve percent (12%) higher than the Firefighter EMT salary grade and Fire Engineers or Fire Captains assigned to EMT Paramedic duties by the Fire Chief or designee will receive a twelve percent (12%) special pay incentive.

Effective August 29, 2024, the City shall pay a twelve percent (12%) pay incentive of the employee's base rate of pay, prorated to a biweekly amount, to those Firefighters, Fire Engineers, or Fire Captains who obtain and maintain a paramedic certification. This pay incentive shall be effective the first full pay period following completion of paramedic certification and assignment.

~~Firefighters that are hired as a Firefighter/Paramedic shall be required to maintain an active Paramedic certification to maintain minimum staffing levels as outlined in the Staffing Article.~~

~~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.~~

~~See Article 8 – Promotional Opportunities for guidance on when the City shall include Paramedic Incentive Pay in determining salary placement for promotion.~~

Article 14 – Paramedic Field Training Officer Pay shall be modified as follows:

The Department will support four (4) Paramedic Field Training Officers (FTOs). The City shall pay \$150 bi-weekly to employees with an active Paramedic certification who are routinely and consistently assigned as an FTO and actively serving as a Training Officer. FTOs will be

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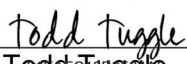
selected by the Fire Chief or designee based on letters of interest solicited and a selection process defined by department policy. FTOs ~~Training Officers~~ must meet the minimum qualifications and training standards established by the County coordinating agency. Employees assigned as a ~~Training Officer~~ by the Fire Chief or designee meeting this eligibility criteria **who are routinely and consistently assigned as FTOs** shall receive the incentive the first full pay period following the assignment. It is recognized that the maintenance of the FTOs ~~Training Officer~~ program will be subject to the department procedures for filling any ~~Training Officer~~ FTO vacancies.

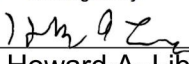
All terms and conditions of The International Association of Firefighters, Local 3523 Memorandum of Understanding not specifically modified herein shall remain in effect for the term of the agreement as specified above.

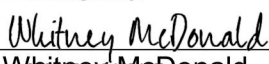
This Side Letter shall be of no force and effect until approved by the City Council.

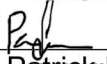
CITY OF SAN LUIS OBISPO

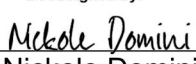
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3523

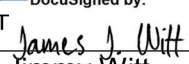
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7/16/2024 | 2:59 PM PDT
Todd Tuggle,
Fire Chief

DocuSigned by:

7/10/2024 | 8:53 AM PDT
Howard A. Liberman,
Labor Relations Consultant

DocuSigned by:

7/17/2024 | 6:26 PM PDT
Whitney McDonald,
Interim City Manager

DocuSigned by:

7/10/2024 | 11:33 AM PDT
Patrick Larsen,
Local 3523 President

DocuSigned by:

7/17/2024 | 7:17 PM PDT
Nickole Domini,
Human Resources Director

DocuSigned by:

7/10/2024 | 9:26 PM PDT
James J. Witt,
Local 3523 Vice President