

SIDE LETTER TO THE JANUARY 1, 2021– DECEMBER 31, 2023 MEMORANDUM OF
AGREEMENT 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 effective December 22, 2022. Except as modified by this Side Letter, all existing terms and conditions of the Memorandum of Agreement (MOA) shall remain unchanged.

New Article – Mobile Crisis Unit Program

As part of the 2021-23 Financial Plan, the Fire Department received funding to establish an unrepresented Mobile Crisis Unit (MCU) Emergency Medical Technician (EMT) classification to serve on a trial program Mobile Crisis Unit. This position was supplemental (temporary), meaning there was not a regular full-time equivalent position approved by City Council.

In early 2022, the department received ongoing funding for one (1.0) regular full-time equivalent position and the EMT was subsequently reclassified to one (1.0) Firefighter EMT or Firefighter Paramedic (hereinafter the “Firefighter/EMT(P)”).

The Mobile Crisis Unit Program is described in further detail below:

A. Qualification

- a. The MCU Firefighter/EMT(P) is a bid position open to all Firefighter EMTs or Firefighter Paramedics off probation.

B. Selection

- a. Current funding for the program is for one (1.0) Firefighter EMT(P).
- b. Selection will be an open bid spot managed by the Department bid Coordinator.
- c. Should no individual seek this position, the Fire Chief or designee shall select a member to fill the position under Article 5 and Article 46 of the MOA to meet department need for service delivery.

C. Term

- a. The term of the MCU Firefighter/EMT(P) is a 12-month commitment. Bid opening for the MCU Firefighter/EMT(P) will occur thirty (30) days in advance of rotation for scheduling purposes.
- b. For the 2023 calendar year only, Labor and Management agree if there are no personnel willing to fill the role, Firefighters will be assigned on a three-month basis rotated amongst four (4) firefighters to meet department need.

D. Compensation

- a. The employee assigned as the MCU Firefighter/EMT(P) will be compensated at the Firefighter/EMT(P) 40-hour rate plus five (5%) percent incentive of base pay, including other MOA incentives qualified for.
- b. Overtime will be paid for all hours worked in excess of 40 in a seven-day work period.

E. Work Schedule

- a. The MCU Firefighter/EMT(P) will be assigned a 40-hour, 9/80 work schedule aligned with the contract Case Manager III to best suit community needs.
- b. Backfill for the MCU Firefighter/EMT(P) will be evaluated on a case-by-case basis. The decision to backfill in the MCU Firefighter/EMT(P)'s absence will be at the discretion of the Deputy Fire Chief or Fire Chief.

F. Work Assignment

- a. The MCU Firefighter/EMT(P) work assignments can be found in SLOFD MCU Policies.

G. Training

- a. Within 120 days the MCU Firefighter/EMT(P) assignment, the employee will be required to attend the following courses, paid for by the City, based on availability:
 - i. Behavioral Health First Aid
 - ii. De-escalation Training
 - iii. Crisis Intervention Training (minimum 8-hours, 40-hour class desired)
- b. The Training Captain and Deputy Fire Chief will ensure the MCU Firefighter/EMT(P) maintains department training standards through a high level of communication and scheduling.

H. Line of Authority

- a. The MCU Firefighter/EMT(P) and the contract Case Manager III reports directly to Deputy Fire Chief.

I. Emergency Response

- a. The MCU unit will deploy to greater alarm emergencies to support the incident commander as needed and potential displaced community members.
- b. Should the emergency incident require, the MCU Firefighter/EMT(P) may be activated in the suppression, rescue, EMS, or other activity as determined by the incident commander.

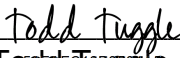
J. Dedicated Physical Fitness Time

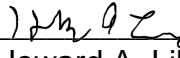
- a. The MCU Firefighter/EMT(P) is afforded one hour (7:00-8:00am) to work out each scheduled workday to meet physical fitness standards. The employee shall be ready to deploy by 8:30am each scheduled workday.

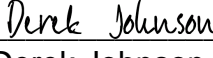
All terms and conditions of The International Association of Firefighters, Local 3523 Memorandum of Agreement not specifically modified herein shall remain in effect for the term of the agreement as specified above.


CITY OF SAN LUIS OBISPO

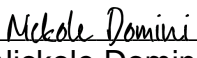
THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 3523

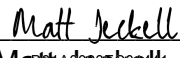
DocuSigned by:

12/15/2022 | 5:42 AM PST
Todd Tuggle,
Fire Chief

DocuSigned by:

12/15/2022 | 7:24 PM PST
Howard A. Liberman,
Labor Relations Consultant

DocuSigned by:

12/15/2022 | 9:49 AM PST
Derek Johnson,
City Manager

DocuSigned by:

12/14/2022 | 8:00 PM PST
Mike King,
Local 3523 President

DocuSigned by:

12/14/2022 | 7:59 PM PST
Nickole Domini,
Human Resources Director

DocuSigned by:

12/14/2022 | 8:50 PM PST
Matt Jeckell,
Local 3523 Vice President