

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 July 21, 2021. Except as modified by this Side Letter, all existing terms and conditions of the Memorandum of Agreement (MOA) shall remain unchanged.

Article 8 – Promotional Opportunities will be modified as follows:

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: bilingual pay, Station 1 Captain incentive, Paramedic Incentive, HazMat Incentive, Paramedic Coordinator Incentive, Training Captain Incentive, and USAR incentive.
- Battalion Chief proposed step is based on education and experience plus eligible incentives.
- If Battalion Chief proposed step is more than Fire Captain gross pay; then Battalion Chief step placement is appropriate.
- If Battalion Chief proposed step is less or equal to the Fire Captain gross pay; adjust to the next Battalion Chief step above Fire Captain gross pay.

New Article – Training Captain

A. Qualification

- a. Training Captain candidates will be a current Fire Captain who has successfully completed probation.

B. Selection

- a. The Fire Chief or designee will have authority to appoint a qualified Training Captain.
- b. If more than one qualified individual expresses interest in the position, an internal interview process and assessment center may be conducted by a panel to establish a recommendation to the Fire Chief.
- c. The suggested panel will include the Deputy Fire Chief, Training Battalion Chief, and one Local 3523 member selected by the President.

C. Term

- a. The Fire Chief or designee will determine the term of appointment for the Training Captain. Appointments for Training Captain will typically be twenty-four (24) months, but may shorter or longer subject to the Chief or designee’s discretion.

D. Compensation

- a. An employee assigned as a Training Captain will be compensated at the Fire Captain's 40-hour rate plus a five (5%) percent incentive of base rate of 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 work schedule of the Fire Training Captain will be based on the operational needs of the department as determined by the Fire Chief or designee.
- b. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.
- c. Except for emergencies, employees' work shifts shall not be changed without reasonable prior written notice to the employee and the Human Resources Director, or designee.
- d. At least 14 days' notice will normally be given, but in no event will be less than seven days' notice be given, for an ordered work shift change.
- e. Neither callback nor overtime constitutes a change in work shift.
- f. The Fire Training Captain may be eligible to participate in a Compressed Work Schedules (Flex Time) per the City's Trip Reduction Incentive Program.

F. Work Assignment

- a. Training Captain work assignments can be found in SLOFD Policy #2010

Article 20 – Overtime, Section A will be modified as follows:

- A. Firefighters, Fire Engineers and Fire Captains assigned to 24-hour shift duty, and the 40-hour Fire Captain assigned as Training Captain, shall receive overtime pay at time-and-one-half computed at their base salary, plus those incentives listed below, for those hours worked in excess of regularly scheduled shifts.

Pay incentives included in this calculation of MOA Overtime include:

- Above Grade Skills Incentive
- Acting Pay
- Bilingual Pay
- Education Incentive
- HazMat Incentive
- Holiday (quarterly cash out)
- Paramedic Coordinator Incentive
- Paramedic Incentive
- Station 1 Captain Incentive
- Training Captain Incentive
- USAR Incentive

Article 46 – Staffing, Section A will be modified as follows:

A. The number of authorized positions in the Fire Department represented by the Local 3523 is three (3) Battalion Chiefs, thirteen (13) Fire Captains, fifteen (15) Fire Engineers, fifteen (15) Firefighters, one (1) Fire Vehicle Mechanic, three (3) Fire Inspectors, and one (1) Hazardous Materials Coordinator. The parties recognize a minimum of twenty-four (24) Paramedics within the ranks of Fire Captain, Fire Engineer, and Firefighter as the authorized staffing for the department. It is further recognized that maintenance of the authorized staffing will be subject to department procedures for recruitment and selection of vacant positions. One Paramedic Captain (included as one of the twenty-four (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.

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

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