

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF BRISBANE
AND THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
LOCAL 2400, AFL-CIO

JULY 1, 2016 – JUNE 30, 2019

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRISBANE
AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 2400, AFL-CIO

This Memorandum of Understanding is entered into between the City of Brisbane and International Association of Firefighters, Local 2400, AFL-CIO, pursuant to the provisions of Section 3500 et seq of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters set forth in this Agreement relating to the employment conditions and employer-employee relations of such employees.

The terms of this Memorandum of Understanding shall be subject to review and meet and confer by the parties if the state of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research and defined as two consecutive quarters of negative growth in the United States Gross Domestic Product (GDP)).

This Memorandum of Understanding shall be presented to the City Council of the City of Brisbane as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2016 and ending June 30, 2019.

Section 1. Recognition

A. Union Recognition

The City of Brisbane recognizes the International Association of Firefighters, Local 2400, AFL-CIO as the employee organization representing a majority of the employees included below. The Unit consists of all employees in classifications as may be added to the Unit by the City during the term of this Memorandum.

Classifications included in the Unit:

Firefighter
Firefighter/Paramedic
Fire Prevention Officer
Fire Captain
Firefighter Trainee*

* The classification of Firefighter Trainee is intended for new employees during the attendance of the Firefighter Recruit Academy only.

B. City Recognition

The City Manager or designee of the City of Brisbane or any person or organization duly authorized by the City Manager or designee, is the representative of the City of Brisbane, hereinafter referred to as the "City" in employer-employee relations.

C. Mergers

In the event the City of Brisbane should execute an agreement to merge its fire department and a fire department in any other city, county, or state, the City agrees to reopen this Memorandum to meet pursuant to 3505 of the Government Code regarding classifications, seniority and matters relating to the employment conditions and employer-employee relations.

Section 2. Union Security

A. Payroll Deduction

Upon the receipt of a written request and authorization from an employee for deduction of Union dues, the City shall withhold such dues and deductions from the salary of the employee. The amount of the deduction shall be submitted by the City to the officer, bank, and/or firm designated in writing by the employee as the person, bank, or firm authorized to receive such funds. The City shall continue to withhold such deductions unless the employee files a statement with the City withdrawing authorization for the continued withholding of the deductions.

B. Authorized Representatives

The Union shall provide and maintain with the City's authorized labor relations representative and the Fire Chief, a list of the current officials of the Union as well as the names of any other person(s) who are authorized to officially represent the Union in its dealings with the City. No more than two (2) authorized representatives of the Union shall be City employees.

An authorized representative of the Union shall have the right to contact an individual employee represented by the Union in a City facility during the employees work hours on matters concerning wages, hours and other conditions of employment. The authorized representative shall provide reasonable notice to the employee's immediate supervisor prior to entering the work location of the employee and shall attempt to arrange contact times which either coincide with an employee's lunch period or which occur after 1700 hours and prior to 0800 hours. An employee's immediate supervisor shall have the right to make arrangements for a contact location and/or contact time that is the least disruptive to the employee's work assignments and departmental operations.

C. Use of City Facilities, Equipment and Records, Meeting Facilities

City Department facilities will be made available to the Union for the purpose of meeting with represented employees, provided that the Union vice-president or Officer makes a written request to the Fire Chief or designee generally two (2) calendar days in advance of the meeting, except in cases of emergency. This request can be made verbally if followed by a written notation; and the two-day limit will not be required in case of unforeseen circumstances. Meetings of Union representatives and represented employees shall not be permitted during 0800 and 1700 hours, excepting the lunch period. Meetings shall be defined as an organized assembly of a minimum of five (5) union members.

D. Bulletin Boards. The City will furnish adequate space for bulletin boards to be placed at reasonable locations for the exclusive use of the Union. The Union agrees to post nothing of discreditory nature to the City or its employees or which could be offensive to members of the general public and other visitors to the fire station(s). The Union shall be responsible for maintaining bulletin boards exclusively used by the Union in an orderly condition and shall promptly remove outdated materials.

- E. Union Reading Files. The Union shall be allowed to maintain a Union reading file at each work location of represented employees. The Union reading file shall be used for the purpose of distributing material and information such as recent developments in employee grievances and other controversial issues which are not suitable for posting on bulletin boards accessible to the general public and other visitors of fire stations.
- F. Use of Fire Department Equipment Supplies and Services
The Fire Department shall allow the Union to locate a Union file cabinet at the Main Fire Station. The Union may use a desk at the Main Fire Station provided that the Fire Department's service needs do not preclude the use of the desk by the Union. The Union may be allowed to use the Fire Department's copy and telephone equipment and supplies provided that the Union reimburses the Department for the cost of such Union use.

Section 3. Non-Discrimination

The parties mutually recognize and agree to protect the rights of all employees, hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution and Government Code Sections 3500 et seq.

The City and Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.

Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to include the feminine gender.

Section 4. Management Rights

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- 1) To manage the City generally and to determine the issues of policy.
- 2) To determine the existence or non-existence of facts which are the basis of the management decision.
- 3) To determine the necessity of organization or any service or activity conducted by the City and expand or diminish services.
- 4) To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- 5) Methods of financing.

- 6) Types of equipment or technology to be used.
- 7) To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
- 8) To determine and change the number of locations, re-locations and of types operations, processes and materials to be used in carrying out an City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- 9) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- 10) To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- 11) To establish and modify productivity and performance programs and standards.
- 12) To discharge suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations.
- 13) To determine job classifications and to reclassify employees.
- 14) To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and City's Rules and Regulations.
- 15) To determine policies, procedures and standards for selection, training and promotion of employees.
- 16) To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- 17) To maintain order and efficiency in its facilities and operations.
- 18) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- 19) To take any and all necessary action to carry out the mission of the City in emergencies.

Section 5. Union Rights

Where required by law, and within the scope of representation, the City agrees prior to implementation to meet and confer with the Union over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on unit Members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Memorandum of Understanding.

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City or the City Council and the Union shall be given the opportunity to meet with City representatives prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior

notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation. A copy of any such ordinance, rule, resolution or regulation shall be provided to the Union together with the notice required by this Section 5, whenever possible.

Section 6. Wages

Salaries for covered employees are set forth in Appendix A, which is hereby incorporated as though set forth in full.

- A. The following changes in the wages will be made during the term of the agreement:
- 1) Commencing the first full payroll period after July 1, 2016, the bargaining unit will receive a Cost of Living Adjustment ("COLA") of 3.0%.
 - 2) Commencing the first full payroll period after July 1, 2017, the bargaining unit will receive a Cost of Living Adjustment ("COLA") of 3.0%.
 - 3) Commencing the first full payroll period after July 1, 2018, the bargaining unit will receive a Cost of Living Adjustment ("COLA") of 3.0%.
 - 4) Commencing June 30, 2019, the bargaining unit will receive a Cost of Living Adjustment ("COLA") of 2.0%.
- B. Compensation Study: The City will complete a total compensation market survey that will include data that is in effect on June 30, 2019. The parties will convene to review the components of said market study. The City will meet and confer with the bargaining unit regarding the results of the market study. The parties will explore the feasibility of a median implementation strategy. Should another Bargaining Unit receive more favorable terms regarding implementation of a compensation study, then those same provisions shall apply to this unit.
- C. Each employee shall be compensated on a bi-weekly basis. Payment will normally be made on Friday immediately following the conclusion of a City payroll period. A city payroll period begins on the Monday which is the first day of the City pay period and ends on the Sunday which is the last day of the City pay period and consists of fourteen (14) calendar days. Employees who are on continuous paid regular service or a partial pay period shall receive pro-rated compensation for the pay period at the rate of 1/112 of the employee's bi-weekly wage rate for each hour of the pay period that the employee was on continuous paid service.

An employee on continuous paid regular service shall be an employee who is on a full-time regular employment status with the City in a classification covered by this Memorandum of Understanding.

Section 7. Hours of Work & Work Schedules

A. Normal Hours of Work

This section is intended to define the normal hours of work and work schedule for an employee and is not to be interpreted as a guarantee of hours or shifts of work.

Employees shall report at the beginning of their workday in appropriate uniform and in conformance with Department grooming standards, and ready to work at the location to which they were directed by the Fire Chief or designated representative. The regular workplace shall be the Brisbane fire station, 3445 Bayshore Blvd., Brisbane. The employee's work routine and

responsibilities shall be as specified and determined by the City of Brisbane Job Description for the respective position, the City Rules and Regulations, the Memorandum of Understanding between the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO, and the Fire Department Standard Operating Procedures.

On-Duty Shift Defined: An On-Duty shift shall be twenty-four (24) consecutive hours of on-duty time beginning at 0800 hours each calendar day and ending at 0800 hours the following calendar day. For the purpose of this Section, an On-Duty shift shall be signified by the symbol "X".

An employee is required to report for duty on his or her scheduled on-duty shift no later than 0800 hours. Employees shall not depart from their on-duty shift and station until properly relieved.

Off-Duty Shift Defined: An Off-Duty shift shall be twenty-four (24) consecutive hours of off-duty time beginning at 0800 hours each calendar day and ending at 0800 hours the following calendar day. For the purpose of this Section, an Off-Duty shift shall be signified by the symbol "O".

Tour of Duty Defined: A Tour of Duty is a sequence of On-Duty and Off-Duty shifts. An employee assigned to Fire Suppression shall work a normal schedule that shall include on-duty shifts arranged into tours of duty within a specified shift schedule, which results in an average of fifty-six (56) hours per week.

Work Periods Defined: A work period shall be a series of Tours of Duty over a period of 24 days. For example: XXOOOOXXOOOOXXOOOOXXOOOO.

Employees assigned to a position in Fire Suppression shall work a 7(k) work period. The duty cycle (average of 56-hours per week) shall be two (2) tours of duty in six (6) days. The workday will begin at 8:00 AM and end at 8:00 AM on the following day. The work period shall be 24 days, where the maximum non-overtime hours will be 182 hours. The City shall retain the right to change the duty cycle and/or work period, so long as the change is intended to be permanent and not done to avoid overtime obligations required under the Fair Labor Standards Act.

The normal work period for employees assigned to positions in other than Fire Suppression shall begin on Monday and end on Sunday (40-hours per work week) and the hours worked will normally fall between 8:00 AM and 5:00 PM each day.

B. Rest Periods

A rest period of fifteen (15) minutes will be permitted between 0800 hours and 1200 hours and one between 1300 hours and 1700 hours during the normal on-duty shifts or day, provided that such rest periods do not interfere with the effective operations of the Fire Service. Lunch periods generally shall be between the hours of 1200 hours and 1300 hours, and the dinner period generally shall be between the hours of 1700 hours and 1900 hours.

C. Trade Time

Departmental permission for an employee to trade on-duty shift time with another employee shall not be construed as departmental alteration of an employee's normal hours of work or work schedule nor shall such departmentally permitted trades of on-duty shift time between employees be construed as ordered and authorized work in excess of an employee's normal hours of work and work schedule for purposes of establishing eligibility for overtime compensation of any kind. Shift exchanges/trades shall be governed by department Standard Operating Procedure (SOP).

Section 8. Overtime

Overtime, when authorized by an employee's supervisor, shall be paid on the following basis:

For employees assigned an average forty (40) hour workweek, the workday shall be eight (8) hours unless otherwise assigned by the Fire Chief and for employees assigned an average fifty-six (56) hour workweek, the work period shall be twenty-four (24) hours.

An employee required to work in excess of the regularly scheduled workday or regularly scheduled work shift, or as required under the Fair Labor Standards Act (FLSA), shall be compensated for each overtime hour as authorized by employee's supervisor at a rate of time-and-one-half (1-1/2) of the employee's regular base rate of pay.

The Fair Labor Standards Act requires that educational and other incentive pays be included in determining the regular rate of pay. For fire suppression personnel, the hourly equivalent to regular base pay shall be computed by dividing annual base pay, including incentive pays, by the total scheduled hours 2,912. For employees assigned a forty (40) hour workweek, the regular rate of pay shall be computed by dividing the annual base pay, including educational incentive pays by 2,080 hours.

Nothing herein shall preclude the covered employee and supervisor from adjusting employee's work schedule to reduce or eliminate such overtime if such adjustment is with the mutual consent of employee and supervisor and approval of the Fire Chief.

Overtime, when authorized by the employee's supervisor and approved by the Chief, shall be assigned as provided for in department Standard Operating Procedure (SOP).

A. Overtime Compensation Rates:

- 1) Employees shall be compensated for all overtime hours at one-and-one-half (1-1/2) times the hourly rate of pay for which the employee otherwise qualifies pursuant to the provisions of Appendix "A".
- 2) Hold-Over: Overtime compensation for an employee held over past the end of his or her on-duty shift shall conclude immediately upon the employee being properly relieved or upon the commencement of the employee's next regularly scheduled on-duty shift, whichever occurs first.
- 3) Non-Emergency Call-In: An employee may be called back to work for non-emergency work duties as determined by the Fire Chief. When the call back is voluntary the employee shall be compensated at the overtime rate of time-and-one-half for the actual time worked. This overtime will include travel time to/from the employee's home or location of response, whichever is closer. When the call back is mandatory, the employee shall be compensated for a minimum of three (3) hours at the time-and-one-half rate of pay.

B. Minimum Overtime: Except in instances when an employee is unable to depart from his or her on-duty shift and station because he or she has not been properly relieved, no form of overtime payment shall be made where time worked prior to the beginning of a shift or following completion of a shift is less than twelve (12) minutes duration.

C. Mandatory Call Back

The City has the right to determine minimum staffing levels. In making this determination, the City shall place significant emphasis on a minimum staffing level so as to provide for the safety of department personnel, as well as the community.

Mandatory call back shall be assigned as provided for in the department Standard Operating Procedure (SOP).

D. Compensatory Time

Employees who are eligible to earn overtime shall be eligible to earn compensatory time off (comp time) at one-and-one-half times the straight time rate. No one may accumulate more than one hundred and twenty (120) hours of comp time. Any employee who accumulates over one hundred and twenty (120) hours of comp time will be automatically reduced, and paid-off down to sixty (60) hours. An employee who has requested to use accumulated compensatory time is permitted to use such time within a reasonable period after making the request unless, in the opinion of the Fire Chief, the request would unduly disrupt the operations of the department.

Section 9. Call Back Pay

A. When an off-duty employee is called back to work for a major emergency as determined by the Fire Chief, a minimum of three (3) hours salary shall be paid. The call back pay shall be paid at the overtime rate of time and one-half (1-1/2) per FLSA rules.

B. Court Time

Any employee required to report to court while not on duty for purposes related to his/her Fire Department duties shall receive a minimum of three (3) hours for such court appearances at the time-and-one-half (1-1/2) rate of pay.

An employee subpoenaed to appear in court in a matter that is unrelated to his/her official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation, compensatory time off or personal leave as approved by the department head may be used for this purpose.

Section 10. Out of Class Pay and Assignment Pay

A. Fire suppression personnel may be assigned to assume the duties of a higher rank Fire suppression shift personnel shall be required to work in a higher classed position for an initial twelve (12) hours before becoming eligible to receive acting pay. The initial twelve hours is a one-time requirement, for training purposes. Firefighters must meet the minimum qualifications as state in the department Standard Operating Procedure (SOP) in order to receive Out-of-Class pay. The rate of pay shall be not less than five percent (5.0%) more than the employee's current base pay.

B. Employees in this unit may accept assignments to perform specific work duties that are not within the scope of their regular work duties. Such assignments, including the scope and length, are at the sole discretion of the City Manager. An employee so assigned shall be entitled to receive from \$250 to \$750 per month above and in addition to his/her current base salary for the full period of assignment. The appropriate amount of additional pay will be set prior to commencement of the assignment, and there shall be no reduction in the amount of additional pay during the assignment period. The assignments provided for shall be on average no more than 5 - 6 hours per week but some weeks may be more and others less.

Section 11. Health and Welfare

A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees' Medical and Hospital Care Act (PEMHCA), currently at \$125 for 2016 and \$128 for 2017. This will cease should the City no longer provide health benefits through PEMHCA in the future.

B. Flexible Compensation Plan

The City shall offer a Flexible Compensation Plan and make monthly contributions for employee benefit allowance for allocation to health insurance and health and dependent care reimbursement accounts.

The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning July 1 2016:

No Plan	\$ 537.46
Single party	\$660.30
Two party	\$1,448.06
Family	\$1,920.75

Effective December 1, 2016, the City's contribution toward the Flexible Compensation Plan will be increased by 4% to the following amounts:

No Plan	\$558.96
Single party	\$686.71
Two party	\$1,505.98
Family	\$1,997.58

Effective December 1, 2017, the City's contribution toward the Flexible Compensation Plan will be increased by 4% to the following amounts:

No Plan	\$581.32
Single party	\$714.18
Two party	\$1,566.22
Family	\$2,077.48

Effective December 1, 2018, the City's contribution toward the Flexible Compensation Plan will be increased by 4% to the following amounts:

No Plan	\$604.57
Single party	\$742.75
Two party	\$1,628.87
Family	\$2,160.58

Any tax consequence resulting from City contributions to the Flexible Compensation Plan are the sole responsibility of the employee. Additionally, any such amount of the Flexible Compensation Plan received as cash shall be added to wages but are not considered compensation for retirement purposes as defined by the California Public Employees' Retirement Law.

C. Dental Benefits

During the term of this Agreement, the City shall maintain its self-insured dental program, and the City shall contribute the sum of \$95.00 per month per employee towards said program, as set forth in the employee dental plan.

Maximum Coverage: The current maximum reimbursement amount per employee shall be \$2,000 per plan year. The reimbursement per dependent shall be \$1,100 per plan year. The amount of the unused employee balance that can be applied to the outstanding dependent balance shall be \$530 per fiscal year.

D. Life and Long Term Disability Insurance

The City shall maintain in effect for the term of this Agreement the current level of life insurance plan. The City agrees to maintain in effect for the term of this agreement long-term disability insurance with the carrier requested by the unit, California Association of Professional Firefighters. The City further agrees to add the cost of the long-term disability premium to the employee's pay warrant as gross income for the purpose of the disability premium being paid by the employee through a payroll tax deduction.

E. Vision Care Insurance

The City shall maintain in effect for the term of this agreement its existing vision care insurance. The City shall contribute one hundred percent (100%) of the family rate for such vision care coverage.

F. Employee Assistance Program

The City shall maintain in effect for the term of this agreement its existing agreement in order to provide an employee assistance program.

Section 12. Supplemental Stipend

- A. The parties agree to a Supplemental Stipend, in recognition of long-term service with the City of Brisbane, for employees hired prior to January 1, 2013 and retiring from City service after July 1, 2001. Such employees will be paid a stipend equal to the single party premium rate charged the City by Kaiser.

All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service.
- 3) The effective date of the retirement is within 120 days of separation from the City of Brisbane.

In addition, it is agreed that an employee will no longer be eligible for such stipend should the employee elect to be covered by another medical plan other than that provided at the time of retirement. Medicare for the purposes of this Article is not considered another medical plan except at that time a retired employee is covered by Medicare, the stipend will be equal to the cost the City would need to pay for Kaiser Medicare part B coverage. In addition, an employee that is participating in a medical plan through PERS Health may elect during the annual open enrollment another health plan through PERS Health without losing their eligibility for such stipend. Furthermore, it is agreed that an employee who once waives his/her participation such medical plan coverage and such waiver shall be irrevocable.

B. Employees hired after January 1, 2013 will not be eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Section 13 below.

Section 13. Deferred Compensation – Employer Contribution

- A. Employees hired on or before January 1, 2013 shall have the option of contributing to their 457 deferred compensation plan voluntarily without forfeiting any rights to the retiree medical supplemental stipend.
- B. For employees hired on or after January 1, 2013 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward a defined contribution benefit plan and the Supplemental Stipend will not apply. In the event the employee makes a contribution of up to Two point Five percent (2.5%) of the employee's base monthly salary toward the Defined Contribution Plan, the City will match such contribution up to one percent (1.0%). The City's total contribution toward any employee will not exceed two point five percent (2.5%).
- C. For individual employees eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward a Defined Contribution Plan and the supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards the Defined Contribution Plan, the City will match such contribution up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%). This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable.

Section 14. Tuition Reimbursement

The City shall reimburse all represented employees for tuition costs for job related courses. This shall include actual tuition costs, academic counseling, registration, and books.

An employee shall be eligible to receive reimbursement provided the course(s) of instruction meets the following:

- 1) Requires attendance at an accredited community college or university, or
- 2) Is given by an accredited institution as part of a curriculum leading to a degree related to the fire service, or
- 3) Meets the criteria for professional development as defined in the Fire Department Career Development Guide to include workshops and seminars, and
- 4) Is successfully completed with a grade of "C" or better or a passing grade of "Credit" (CR) in a pass/fail course, and
- 5) Is approved by the Fire Chief or his/her designee prior to attending the course.

The procedure for course approval and reimbursement shall be governed by department Standard Operating Procedure (SOP) and the Fire Department Career Development Guide.

Section 15. Public Employee's Retirement System

Employees hired by the City and who have entered CalPERS membership prior to January 1, 2013 will receive the Local Safety 3% @ 55 CalPERS retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 9.0%.

Employees hired by the City on or after January 1, 2013 who are determined by CalPERS to be “classic” or “legacy” members of CalPERS will receive the Local Safety 3%@ 55 retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 9.0%.

Employees hired on or after January 1, 2013 who are determined by CalPERS to be “new” members of CalPERS, the City shall provide the Local Safety 2.7% @ 57 retirement plan. The employee contribution for those participating in the Local Safety 2.7% @ 57 retirement plan will be 50% of the normal cost. In this and all other relevant respects, the City will comply with Government Code sections 7522 et seq. (PEPRA) including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for calculating final compensation.

Section 16. Physical Fitness

A physical fitness program has been developed and is defined in the Fire Department Standard Operating Procedures (SOP).

Section 17. Holiday Compensation

In lieu of paid time off for holidays, each employee shall receive holiday compensation as follows:

- A. Employees assigned to fire suppression duties shall receive compensation in lieu of holiday observance in the amount of six percent (6%). For personnel assigned to these duties this amount is included in the base salary listed in Appendix A.

Employees assigned to duties that are scheduled for a forty (40) hour workweek and non-rotating shifts shall receive paid holiday time for all City holidays (January 1, February 12, the 3rd Monday in February, the last Monday in May, July 4, 1st Monday in September, the 2nd Monday in October, November 11, Thanksgiving Day, Day after Thanksgiving, four hours on the work day prior to the observance of December 25 and January 1 holidays).

- B. Holiday Compensation for Employees on Industrial Injury or Illness Leave:

An employee who is receiving compensation pursuant to the provisions of the state of California Labor Code Section 4850 shall receive the same holiday compensation as the employee would receive were the employee working his or her normal hours of on-duty shift time.

Section 18. Vacation

All full-time personnel shall be entitled to annual vacation leave as provided below.

Shift Personnel (56-hour workweek)

Years of Continuous Service	Annual Accrual Amount	Maximum Accrual
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First 4 years	112 hours	224 hours
After 4 years	192 hours	384 hours
After 9 years	240 hours	480 hours
After 15 years	264 hours	528 hours

Non-Shift Personnel (40-hour workweek)

Years of Continuous Service	Annual Accrual Amount	Maximum Accrual
First 4 years	80 hours	160 hours
After 4 years	120 hours	240 hours
After 9 years	160 hours	320 hours
After 15 years	176 hours	352 hours

Vacation credits shall be accrued pro rata on each pay period. Employees will be eligible to take vacation after six (6) months service with the City.

Based on operational needs or employee preference, vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation accrued shall not exceed the maximum accrual listed above, except as noted below.

Vacation leave accrued may exceed the listed maximum hours only with approval of the Appointing Authority. Documentation of all vacation deferrals approved by the Appointing Authority shall be provided to Human Resources in such form as specified.

It is the employee's responsibility to keep track of his/her accrued hours and make timely requests to take earned vacation leave. The granting of vacation leave requests is at the discretion of the Chief, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave may result in the loss of vacation hours when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one which is submitted within sixty (60) days of the requested leave date(s).

Subject to approval of the appointing authority, the department and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. For shift personnel vacation may be taken in twelve (12) hour increments or for lesser periods as approved by the Fire Chief.

Where an illness or injury necessitates hospitalization of an employee during his vacation leave, the days of hospitalization shall not be charged against the employee's vacation accrual. Upon presentation of appropriate documentation such leave will be charged to the employee's sick leave.

Employees who leave the City service during their first six (6) months of employment under original appointments shall not receive any vacation leave or payment therefor. All other employees in the Classified Service shall, upon separation in good standing, be entitled to receive payment at their current base rate of pay for all vacation credits earned, but not taken as of the effective date of separation.

Section 19. Industrial Injury or Illness

An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his/her classification as a result of an injury or illness which has been determined by a City physician to be industrially caused shall be granted Workers' Compensation Leave without loss of salary or benefits.

Administration of Leave: The requirements and the amount of Workers' Compensation Leave to be granted to an employee shall be as prescribed in Section 4850 and related sections of the Labor Code as those sections are constituted at the time interpretation of said sections are necessary.

Section 20. Sick Leave

- A. Sick leave shall not be considered a privilege that an employee may use at his/her discretion, but shall be allowed only in case of actual sickness, injury, disability or medical condition that prevents the employee from performing the usual and customary duties of the classification.
- B. An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his/her classification as the result of an injury or illness that is not industrially caused may be eligible for sick leave without loss of salary or benefits within the limits set forth below. An employee who is granted sick leave is expected to take the appropriate recuperative steps and/or to follow physician recommended recuperative steps to assure a timely return to work.
- C. Each employee on a fifty-six (56) hour workweek will accrue twelve (12) hours of sick leave per month of employment for purposes of sick leave insurance usage. Each employee on a forty (40) hour workweek will accrue eight (8) hours of sick leave per month of employment for purposes of sick leave usage. Sick leave hours earned may be accumulated without limit. Sick leave used shall be on the basis of one (1) hour for each hour used.
- D. An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.
- E. Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- F. The sick leave reporting procedure shall be governed by the department Standard Operating Procedure (SOP).
- G. Verification of Injury or Illness:
 - 1) Usual verification – An employee requesting paid sick leave shall provide reasonable verification of the illness or injury by completing a sick leave form explaining the reason for the employee's absence.
 - 2) Doctor's Verification – The Chief or his/her designee may require a verification prepared and signed by a medical doctor, which describes the nature and extent of the illness or injury and which confirms that the employee has fully recovered and is able to perform the full scope of

the normal and customary duties of the classification. This verification may be required when an employee is absent due to illness or injury for a period of three (3) consecutive shifts.

- 3) A Doctor's verification may be required for a one (1) day absence if it is due to an injury or suspected injury of the nature that may interfere with the physical duties of a firefighter.

Section 21. Bereavement Leave

An employee may be granted leave of absence without loss of salary or benefits upon the death or the funeral of any of the following persons: spouse, domestic partner, child, father, mother, step-father, step-mother, brother, sister, step-brother, step-sister, grandfather, grandmother, grandchildren, mother-in-law, and father-in-law. In addition, the City Manager or designee may grant leave to an employee upon the death or the funeral of some other person if, in the opinion of the City Manager or designee, such leave is warranted under City Personnel Rules and Regulations. Employees may be granted up to a maximum of seventy-two (72) hours per occurrence for the death or funeral of a family member. The City Manager or designee may approve extensions to such leaves due to unusual circumstances.

Section 22. Maternity Leave

Applicable federal and state law shall govern maternity leave.

Section 23. Military Leave

Military Leave shall be granted in accordance with the provisions of the State Military and Veterans Code. An employee requesting leave for this purpose shall provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or mission.

Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

The procedure for requesting Military Leave is governed by department Standard Operating Procedure (SOP).

Section 24. Uniforms

Each employee shall be eligible for payment by the City to a vendor approved by the City, or reimbursement for the purchase price of approved uniform items up to a total of Five Hundred Dollars (\$500.00) per fiscal year. The City will make payment or reimburse an employee for such purchase price upon presentation by the employee of a proper claim, itemized receipt, and upon verification by the employee's immediate supervisor that the employee has received the items. The City will provide unlimited cleaning, and alterations for issued uniforms.

Section 25. Attendance

Personnel shall devote their entire time and attention to the service of the Department and be ready to respond to all emergencies and requests for service. The normal and/or assigned work location shall be the Brisbane Fire Station, 3445 Bayshore Blvd. However, personnel may and will be required to work in many locations dictated by the needs of the service. No employee shall leave the normal and/or assigned work location without specific permission, approval or assignment of his/her superior officer.

No employee may leave the City of Brisbane without the specific permission of the Fire Chief or his/her designee, except as provided for in the Mutual and Automatic Aid Agreements with the City of Brisbane.

Employee attendance and conduct shall also be governed by the department Standard Operating Procedure (SOP).

Section 26. Other Leaves Without Pay

The appointing authority may grant an employee a leave of absence without pay for a definite period not to exceed three months. Department heads may grant such leaves not to exceed five (5) working days. The request for leave, and the reasons therefor, shall be submitted in writing by the employee and must be approved in advance by the appointing authority or the department head, as appropriate.

On expiration of the approved leave, the employee shall be reinstated to his former position or to a comparable one if the former position was abolished during the period of leave and the employee otherwise would not have been laid off. Based upon unforeseeable changes in operating requirements, the appointing authority may recall the employee from leave prior to its expiration.

Failure on the part of an employee to return to work on the date originally scheduled or subsequently modified shall be considered as a resignation.

Section 27. Leaves of Absence Without Pay: Effect on Seniority and Benefits

Except as provided under State Law for employees on military leaves of absence, employees on leaves of absence without pay shall not, after the first thirty (30) days of such leave, accrue service or leave credits, nor shall the City be required to maintain contributions toward group insurance coverages. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

Section 28. Jury Duty

An employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments.

Section 29. Layoff Procedure

- A. The City Council may abolish any position in the Classified Service due to lack of funds, work or need.
- B. The layoff of employees resulting from the elimination of positions shall be governed by the following procedures:
 - 1) Layoffs shall be made from within the affected job classification in reverse order of total time in the Classified Service, including any period of probation, paid leave or active military leave. Except as provided under Rule 17.13 of these Regulations no service credits shall be earned

during any leave of absence without pay. Where time in service is equal between two (2) or more affected employees, their position on the seniority list shall serve as the determining factor.

- 2) The order of layoff in the affected classifications shall be:
 - a. Temporary employees.
 - b. Probationary employees.
 - c. Permanent employees.
- 3) Probationary and permanent employees in the Classified service who, under paragraph 1. above, are scheduled to be laid off shall receive at least twenty-one (21) days' written notice to this effect.

In lieu of layoff, a permanent employee may elect transfer or demotion to a vacant position in the Classified Service that the City intends to fill and for which the employee is qualified. Such actions shall be governed by the terms of Rules 12.03 and 12.04, and in no event shall result in an employee being placed in a classification carrying a higher maximum rate of pay.

Within ten (10) days from the date layoff notices are issued, an employee who would otherwise be laid off may elect to displace an employee in a classification carrying a lower or the same maximum rate of pay; provided, however, that the displacing employee must have held permanent status in such classification and have greater time in Classified Service than the employee being displaced.

A probationary or permanent employee displaced in accordance with this section shall, in turn, be provided the same notice and displacement privilege as set forth in this section.

- 4) Permanent and probationary personnel laid off in accordance with this Rule shall, at their request, be placed on a re-employment list as provided by Rule 9.03 of the City's Personnel Rules and Regulations. If an employee is re-employed from such a list, all service credits and other benefits accrued to the date of layoff shall be restored. In no event, however, shall the City be required to restore credits for vacation and other benefits paid out at the time of layoff. At the time of layoff, the employee's name shall be removed from all promotional eligibility lists, but, at the employee's request, shall be retained on open-competitive lists subject to the provisions of Rule 9.05 of these Regulations.
- 5) A probationary or permanent employee laid off pursuant to this Rule, shall have the right to appeal directly to Step 3 of the Grievance Procedure as outlined in Section 40. An appeal filed under these circumstances shall not in any way be construed as stemming from a disciplinary action and the sole issue appropriate for determination shall be questions concerning interpretation or administration of the layoff procedure. An appeal filed under this paragraph shall not serve to suspend or delay layoff proceedings unless the appointing authority determines otherwise. In no event shall the appointing authority be empowered to hear and rule upon the City Council's judgment as to the merit and necessity of the elimination of positions.

Section 30. Demotion

Based upon an employee's request or upon an employee's demonstrated inability to perform the tasks of the position, the appointing authority may demote an employee to a position in a classification which carries a lower maximum rate of pay and which the employee is qualified to perform. Under

these circumstances, the employee's new rate of pay shall be that step in the new salary range that most closely corresponds to the employee's former salary step.

Where such action is based upon an employee's inability to perform the work of the current position, the employee may appeal the action of the appointing authority pursuant to Section 40 of the Memorandum of Understanding.

Advance written notice of demotion, together with the effective date, shall be provided the employee and the employee's department head.

Section 31. Promotions

See City Rules and Regulations Section 9.01 & 9.02:

- A. Placement on Lists: Candidates who successfully complete all components of the examination shall be placed on the appropriate employment list. Preparation and maintenance of employment lists under these Rules shall be the responsibility of the Personnel Officer.
- B. Duration of Lists: All open-competitive and promotional lists shall remain in effect for one year unless exhausted or abolished within that period as provided below. The Personnel Officer may extend any such list for up to six months. The effective date of a list shall be that date on which it is approved for posting by the Personnel Officer. The Personnel Officer may abolish any employment list that has fewer than three available eligible candidates on it.

Section 32. Probationary Period and Performance Ratings

- A. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the employee to the new position and for rejecting any probationary employee whose performance does not meet the required standards of work. An employee rejected during the original probationary period shall have no appeal rights.
- B. All original appointees to positions in classifications covered by this Agreement shall serve a probationary period of twelve (12) months, which shall begin upon successful completion of a department approved recruit academy and/or appointment to the classification of Firefighter or Firefighter/Paramedic. Promotional appointees shall serve a probationary period of not less than six (6) months, nor more than twelve (12) months.
- C. Where the probationer loses time from the job, whether paid or unpaid, in sufficient amounts as to detract from the stated objectives of City's Personnel Rules and Regulations 11.01, Objective of Probationary Period, the appointing authority may extend the period of probation beyond the limits contained in the preceding paragraph. This extension may not exceed the aggregate amount of lost time that caused the extension. The probationer shall be so advised prior to the effective date of the extension.
- D. It shall be the duty of the department head and immediate supervisor to investigate carefully the probationer's adjustment and performance to determine whether or not the probationer is qualified for permanent status. The department head shall submit to the Personnel Officer an evaluation of the probationer's performance at time specified by the Officer, but no less than twice during the employee's probationary period.

- E. The final probationary report on each probationer shall include, and earlier reports may include, the department head's recommendation regarding retention.
- F. During the probationary period, an appointee may be rejected at any time by the appointing authority without cause and without right of appeal. Notice of rejection shall be served in writing on the probationer.
- G. An employee rejected during the probationary period from a position in the Classified Service to which he/she has been promoted shall be reinstated to a position in the class from which he/she was promoted unless the rejection results in dismissal from the City service. Where rejection results in dismissal, the employee shall have the right to appeal such action in accordance with Section 40 and shall be furnished advance notice pursuant to Rule 13.02, Notice of Disciplinary Action, of the City's Personnel Rules and Regulations.
- H. Performance reports shall be completed at least annually for all personnel having permanent status in positions in the Classified Service. Such reports may be required more frequently by the City Manager or designee, or the Fire Chief. This Section shall be governed by the department Standard Operating Procedure (SOP).

Section 33. Residence Requirements

Employees shall reside within one hundred (100) road (driving) miles of the Brisbane Fire Station, 3445 Bayshore Blvd., Brisbane, CA.

Section 34. Limited Duty for Disabled Employees

The following are guidelines that are to be utilized in determining whether an employee shall be given a limited duty assignment.

- A. The employee must have incurred an injury or illness that incapacitates him/her from performing the full duties of his or her job. A physician licensed to practice medicine in the State of California must confirm such disability in writing.
- B. There must be a written statement from a physician licensed to practice medicine in the State of California, releasing the employee to perform specific functions. The physician's statement must contain the specifics or the employee's limitations in performing work and how long it is anticipated these limitations are expected to continue.
- C. The City may require a second physical examination by a City appointed doctor to assess the employee's condition and to verify the information in the employee's physician's statement certification. The City will pay the cost of the City appointed doctor. In the event the two physician's examinations and determinations are not in agreement, the City and affected employee will select a mutually acceptable third physician to review the results of the first two doctors and conduct a third examination whose determination shall be final and binding. The cost of the third doctor's review and examination shall be paid by the City.
- D. The assignments will be at the discretion of the Fire Chief, with due regard to the needs of the service and the condition of the employee, and subject to the rights of the employee under the Workers' Compensation Act.

E. Any rehabilitation, therapy, physician's visits, or other treatment prescribed by the attending physician shall be without the loss of compensation only for the period of time required by applicable state law when the disability is job related.

Section 35. Emergency Management Authority

Nothing contained in this Memorandum of Understanding shall limit the authority of the Fire Chief and the City to make necessary changes during emergencies. The Department Head and/or the City shall notify the Union of such changes as soon as possible. Emergency assignments of personnel shall not extend beyond the period of the emergency. An emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 36. Discharge or Discipline

The City Manager or his/her designee may take disciplinary action against any employee in the Classified Service for employment related dishonesty, insubordination, being under the influence of alcohol or drugs while on duty, incompetence, willful negligence, failure to perform work as required or to observe the Department's safety rules and the Department's rules and regulations, which must be conspicuously posted and not in derogation of the Memorandum of Understanding, for engaging in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

Such disciplinary action may include suspension, pay reduction, demotion or discharge.

Section 37. Personnel Files

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file. Letters of commendation will be placed in the Personnel File. Certificates of Achievement related to the Fire Department shall be placed in the employees Personnel File at the employee's request.

Section 38. Outside Employment

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. A letter to the Fire Chief shall be submitted for all requests by the employee for permission to engage in outside employment. No employee shall accept or continue employment other than occasional work from other than the City of Brisbane without the approval of the City Manager which may be withheld if such employment constitutes a conflict of interest for the employee or the City or which would interfere with the employee's ability to perform his or her City job.

Section 39. Prohibited Activities

No employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-in, or any other form of concerted activity against the City during the term of this Agreement, nor shall any employee recognize any picket line in the course of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. Any employee who violates any portion of this section is subject to disciplinary action up to and including discharge.

Section 40. Grievance Procedure

- A. Definition of a Grievance: A grievance is defined as any dispute that involves the interpretation, application or alleged violation of:
- 1) A current Memorandum of Understanding between the City and a recognized employee organization.
 - 2) The City's Personnel Ordinance and City's Rules where the provision in dispute is within the scope of representation.
- B. Should any dispute concerning an agreement, rule, or action arise which prescribes a separate appeal procedure, that dispute shall be excluded from this procedure.

Step I - An employee who has a grievance shall bring it to the attention of his immediate supervisor within five (5) working days of the occurrence of the act **that is the basis for the dispute**. Where the grievance concerns a matter of proper compensation or a matter which could not reasonably be discovered by the employee within five (5) working days of its occurrence, the grievance on such a matter shall be raised within twenty (20) working days of the occurrence. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the information set forth below.

- a. The name of the grievant.
- b. The grievant's department and specific work site.
- c. The name of the grievant's immediate supervisor.
- d. A statement of the nature of the grievance including date and place of occurrence.
- e. The specific provision, policy or procedure alleged to have been violated.
- f. The remedy sought by the grievant.
- g. The name of the individual or organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.

Formal grievances shall be processed beginning with Step 2 of this procedure.

Step 2 - An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to his department head within seven (7) working days from the date of the immediate supervisor's decision. The department head shall respond to the grievance in writing within seven (7) working days from the date of its receipt.

Step 3 - If the employee is dissatisfied with the decision of the department head in Step 2, he/she may submit the grievance to the appointing authority within ten (10) working days from receipt of the department heads response. The appointing authority, or his/her designated representative, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period, the appointing authority, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

Step 4 - For any disciplinary suspensions, disciplinary demotions or disciplinary terminations and or no other action(s), an employee who is dissatisfied with the decision of the appointing authority in Step 3, may submit the grievance to arbitration within ten (10) working days from receipt of the appointing authority's decision.

C. The City and the Union shall meet promptly to select a mutually acceptable arbitrator. The City and the Union shall share the fees and expenses of the arbitrator and a court reporter equally. Each party, however, shall bear the cost of its own presentation, including preparation, and post hearing briefs, if any.

D. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

Pay Claims: All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than sixty (60) days from the date of filing.

Section 41. Emergency Medical Technician (EMT-Basic & EMT-D) and Educational Incentive

Employees assigned fire suppression duties (24-hour shift assignment) shall be eligible for educational incentive pay for successfully meeting certain qualifications and requirements. Employees hired prior to July 2, 1989 may qualify for educational incentive under Plan A or Plan B, Sections 41.2.1.1 and 41.2.1.2 or 41.2.2.1 and 41.2.2.2 respectively. However, employees hired prior to July 1, 1989 must choose, within 30 days of ratification of the MOU for 1998/2000, either Plan A or B as their educational incentive plan. Following Plan selection no Plan changes are permitted. Employees hired after July 1, 1989 may only qualify for educational incentive under Plan B.

Participation in the Department's Physical Fitness Program (employees assigned fire suppression duties) as provided for in Department SOP Article III, Division 2, Section 3.2-6 and EMT-Basic/D (defibrillator) certifications are required to be eligible for educational incentive pay under Plan A and Plan B.

The Fire Prevention Officer shall be eligible for education incentive under Plan A, Sections 41.2.1.1, 41.2.1.2, and 41.2.1.3 or under Plan B, Sections 41.2.2.1, 41.2.2.2, and 41.2.2.3. The Fire Prevention Officer, if employed by the City of Brisbane prior to July 1, 1989, shall choose either Plan A or Plan B within 30 days of ratification of the 1998/2000 MOU. Following Plan selection no Plan changes are permitted.

41.1 EMT Incentive Pay

Represented employees (excluding the Fire Prevention Officer) with EMT-Basic/D certifications or EMT-P certification may receive additional compensation of 2.5% of the employee's base salary.

All employees in the classification of a permanent employee hired (or promoted from Trainee status) after August 15, 1997 shall maintain EMT-Basic and EMT-D (defibrillator) certifications as a condition of employment. This requirement does not apply to the Fire Prevention Officer's position.

The city will assume responsibility to provide all employees one (1) opportunity during each re-certification period to re-certify for EMT-Basic and EMT-D during the employee's regular duty shift. If the Department cannot provide an opportunity to re-certify on-duty the cost of the re-certification training will be paid by the Department.

An employee who fails to re-certify EMT-Basic and/or EMT-D will, on the date the certification lapses, automatically lose all EMT Incentive and Educational Incentive pay. The loss of incentive pay shall become effective with the next pay period until such time as the employee is once again certified.

Commencing that same date, employees hired after August 15, 1997 shall have 180 calendar days in which to certify and provide the Fire Chief with the appropriate documentation that the employee is again currently certified EMT-Basic and EMT-D. In the event the employee fails to re-certify during that 180-day calendar period, upon the expiration of that 180 days period the employee will then immediately be placed on leave without pay or benefits for 120 days. During that time period it will be the employee's responsibility to acquire the necessary certification(s) and present the Fire Chief with documentation that the employee again is currently certified. If at the end of this 120-day period the employee fails to obtain current certification(s) the employee's service with the City of Brisbane shall be terminated.

The Fire Chief may extend the maximum re-certification period for an employee if the employee fails to acquire the necessary time to obtain re-certification due to an extended illness or disability. The amount of additional time allowed is at the option of the Fire Chief, but shall not exceed the leave time missed.

41.2 Educational Incentive

41.2.1 Plan A

41.2.1.1 Employees who have:

- a) an Associates of Arts Degree or
- b) thirty (30) semester units in Fire Technology and five (5) years municipal fire suppression experience

shall receive additional pay of 2.5% of the employee's base salary.

41.2.1.2 Employees who have:

- a) a Bachelor of Arts or Science Degree or
- b) thirty (30) semester units in Fire Technology and thirty (30) related semester units and eight (8) years municipal fire suppression experience

shall receive additional pay of 2.5% of the employee's base salary.

41.2.1.3 The Fire Prevention Officer, having CFSTES Prevention Officer I and II, Fire Investigator I, Fire Instructor I certifications and ten (10) years of municipal fire service experience and two (2) years municipal fire service experience as a Fire Prevention Officer shall receive additional pay of 2.5% of the employee's base salary.

41.2.2 Plan B

41.2.2.1 Employees who have:

- a) Associate of Arts Degree or
- b) A Fire Technology certificate from an accredited institution offering Fire Technology courses and programs under the CFSTES and two (2) years municipal fires suppression experience

Shall receive additional pay of 2.5% of the employee's base salary.

41.2.2.2 Employees who have:

- a) Bachelor of Arts or Science Degree or
- b) An Associate Degree in Fire Technology from an accredited institution offering Fire Technology courses and programs under CFSTES, and CFSTES Fire Officer certification, and four (4) years municipal fire suppression experience

Shall receive additional pay of 2.5% of the employee's base salary.

41.2.2.3 The Fire Prevention Officer, having CFSTES Prevention Officer I and II, Fire Investigator I, Fire Instructor I certifications and ten (10) years of municipal fire service experience and two (2) years municipal fire service experience as a Fire Prevention Officer shall receive additional pay of 2.5% of the employee's base salary.

41.3 Accredited Institution and Training Credit

An accredited institution shall mean institutions of higher education accredited by the Western Association of Schools and Colleges or the American Council on Education.

Training, course work, and programs offered by or taken through the State Fire Marshal's Office and the CFSTES shall meet the requirements of accreditation for purposes of approved training and education.

For purposes of unit credit for State Fire Marshal training not taken through an accredited institution, unit credit shall be assigned based on sixteen (16) lecture hours equal to one (1) semester unit and forty-eight (48) field (lab) hours equal to one (1) semester unit.

Quarter units shall be valued at 0.75 of semester units (3 semester units equals 4 quarter units). Twelve lecture hours, for course work not take through an accredited educational institution shall equal one (1) quarter unit.

41.4 Educational Incentive – non EMT

For purposes of receiving educational incentive pay, a current paramedic certificate will be deemed to meet the requirement of a current EMT-Basic and D certificate.

41.5 Incentive Pay Compensation Rates

The sum total of the base salary plus holiday compensation (calculated at the rate of (6.0%) will be used for the purpose of calculating incentive pays.

Section 42. Seniority

The initial appointment of the employee to a classification in the Classified Service shall be the employee's seniority with the City. This employment anniversary date shall remain unchanged and shall be controlling for the purpose of establishing total time in the Classified Service. Any leave of absence taken will be governed by the City Personnel Rules & Regulations, Section 17.13 when determining total years of service credit.

The date of appointment to the classification within a City department shall be used to determine the employee's seniority within that department for the purpose of determining eligibility for such service related benefits, such as vacation leave. If the appointment to the classification in the City department is not voluntary on the part of the employee, then the employee's City seniority date shall be used to determine the employee's seniority within the department.

Section 43. Severability of Provisions

Should any Section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining, portions hereof, and such remaining portions shall remain in full force and effect for the duration of this memorandum of Understanding. Upon such invalidation the parties agree immediately to meet and confer on substitute provisions for such parts or provisions rendered or declared illegal.

Section 44. Past Practices and Existing Memoranda of Understanding

- A. Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.
- B. The City's Personnel Rules and Regulations shall remain in full force and effect unless contradicted by a specific provision of this Memorandum of Understanding.
- C. It is understood and agreed by the parties that this Memorandum of Understanding supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.
- D. This Agreement expires June 30, 2019.
- E. The parties agree to a reopener to discuss the Department's SOPs.

RATIFICATION AND EXECUTION

The City and the unit have reached an understanding as to certain recommendations to be made to the City Council for the City of Brisbane and have agreed that the parties hereto will jointly urge Council to adopt a resolution which will provide for the changes contained in said joint recommendations. The City and the unit agree that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of the City of Brisbane. If the foregoing is in accordance with your understanding, please so indicate by signing below.

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 2400, AFL-CIO

Dated 8/22/2014

By John Murphy
John Murphy
District Vice President

By Aaron Sorani
Aaron Sorani
District Vice President

CITY OF BRISBANE

By Clayton Holstine
Clayton Holstine
City Manager

By Stuart Schillinger
Stuart Schillinger
Administrative Services Director

By Maria Saguisag-Sid
Maria Saguisag-Sid
Principal Analyst

APPENDIX A

Effective Date: 07/11/2016		CITY OF BRISBANE					Appendix A
3.0% Increase		International Assoc. of Firefighters, Local 2400					
Job Title		Step A	Step B	Step C	Step D	Step E	
Firefighter	Monthly	6,856.04	7,198.46	7,558.39	7,933.31	8,330.72	
	Bi-weekly	3,164.32	3,322.37	3,488.49	3,661.53	3,844.95	
	Hourly	28.25	29.66	31.15	32.69	34.33	
Firefighter/Paramedic	Monthly	6,856.04	7,198.46	7,558.39	7,933.31	8,330.72	
	Bi-weekly	3,164.32	3,322.37	3,488.49	3,661.53	3,844.95	
	Hourly	28.25	29.66	31.15	32.69	34.33	
Fire Captain	Monthly	8,193.25	8,600.66	9,033.07	9,482.98	9,957.88	
	Bi-weekly	3,781.50	3,969.54	4,169.11	4,376.76	4,595.94	
	Hourly	33.76	35.44	37.22	39.08	41.04	
Fire Prevention Officer	Monthly	7,212.75	7,575.17	7,953.66	8,350.00	8,767.77	
	Bi-weekly	3,328.96	3,496.23	3,670.92	3,853.85	4,046.66	
	Hourly	41.61	43.70	45.89	48.17	50.58	
Fire Trainee	Monthly	3,409.99					
	Bi-weekly	1,573.84					
	Hourly	19.67					
1 - Hourly wage for Firefighter, Firefighter/Paramedic and Fire Captain are calculated on a 56-hour workweek. 2 - Hourly wage for Fire Prevention Officer and Fire Trainee is calculated on a 40-hour workweek. 3 - Base Salary includes holiday compensation at the rate of 6.0% for Firefighter & Firefighter/Paramedic.							

APPENDIX B

PARAMEDIC PROGRAM AGREEMENT BETWEEN THE CITY OF BRISBANE AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2400 AFL-CIO

I. Understanding in Principle

The City and Union acknowledge that each side has had full opportunity to meet and confer concerning the possible implementation of the Countywide ALS-Paramedic Program and that the following provisions constitute the complete agreement between the parties on this subject. It is recognized that the City's objective is to develop an overall approach to implementing a paramedic program as part of the Countywide ALS-Paramedic Program which is as cost neutral as possible (Program costs born by the City offset to the extent possible by funding provided by the JPA). However, the City, at its sole discretion, may implement a City Paramedic Program independent of the Countywide ALS-JPA Program in the event the Countywide program is dissolved. If the terms and conditions of the final JPA agreement differ significantly from the proposals submitted to the County Board of Supervisors of February 24, 1998 the parties to this agreement will need to meet and confer.

II. Staffing

It is agreed and understood that paramedic staffing levels will be determined by the City. At no time will paramedics be released from their duties if this staffing level is compromised. The City will staff a minimum of one (1) paramedic on duty each shift.

- A. No paramedic may be released from his/her commitment in order to maintain acceptable staffing levels.
- B. All "City-Sponsored Student" (as defined in the Paramedic Program Eligibility section) personnel participating in the City's Paramedic Program must agree to be available for assignment and provide services as a paramedic. No paramedic-certified personnel may withhold provision of paramedic services.
- C. Newly hired paramedics and City Sponsored Students must maintain all required certifications and provide paramedic services for the City of Brisbane as part of the Brisbane Fire Department Paramedic Program for a minimum of three (3) years. During that time and until approved to leave the program, possession of and maintenance of all licenses and certifications required of a paramedic for the City of Brisbane must be maintained as a requirement of employment for those personnel assigned to the paramedic program and as required in this section.
- D. Employees may request to leave the Fire Department's Paramedic Program under the following conditions:
 - 1. Employees hired by the City as a Firefighter/Paramedic or assigned to the City's Paramedic Program must maintain all required licenses and certifications and provide paramedic services as a condition of employment. The Firefighter/Paramedic may request to leave the program after three (3) years of service with the Department as an assigned Paramedic in the City's paramedic program. The Firefighter/Paramedic will no longer be required, as a condition of

employment, to maintain paramedic licenses and certifications upon the Fire Chief's approval to leave the paramedic program.

2. City Sponsored Students, requesting to leave the paramedic program must have been a San Mateo County certified paramedic and serve with at least three (3) years of service as an assigned Paramedic in the City of Brisbane Paramedic Program before they can petition to leave the program.
3. No employee may be approved to leave the paramedic program until:
 - a. The three (3) year paramedic service commitment is completed.
 - b. A certified paramedic replacement is available.
 - c. There is a position classification open for the employee.
 - d. The Chief approves the request to leave the paramedic program.
4. All requests will be based on the operational and staffing needs of the department as determined by the City.
5. Employees must declare their intent to leave the paramedic program in writing to the Fire Chief, who will sign and date the written request as received.
6. Priority to leave the paramedic program will be based on time spent as a certified paramedic actively working in the department's paramedic program as an assigned paramedic. The initial group of paramedics may have the same length of service with the department. Therefore, priority to leave the paramedic program will be based on seniority in the department for those initial employees.
- E. The Chief may designate the assignment of "Lead Paramedic". The Lead Paramedic shall be assigned additional responsibilities such as Department Liaison, quality assurance-quality improvement (QA/QI) Coordinator, equipment and supply procurement, record-keeping, and other duties determined by the Chief. The Lead Paramedic shall receive Lead Assignment Pay of 2% of the employee's base salary.

III. Paramedic Assignment Pay

The proposed Countywide ALS-Program plans to utilize a certified paramedic position and EMT-D (Emergency Medical Technician-Defibrillator) certified employees currently serving within the fire department in the delivery of ALS service. The City will develop a Firefighter/Paramedic position description that will be added to the existing fire department positions descriptions of Captain, Firefighter, and Fire Prevention Officer.

- A. At such time as the City implements a program with or without the JPA Countywide ALS-Paramedic Program, employees certified as a Paramedic shall be eligible to receive monthly Paramedic Assignment Pay of 10% of top step Firefighter base salary per month. Only paramedics officially designated and assigned to the paramedic program shall receive assignment pay. Assigned paramedics will also be eligible for EMT-D pay, but no Paramedic Assignment pay.
- B. The Fire Chief may temporarily suspend Paramedic Pay if an employee is absent for more than thirty (30) consecutive calendar days for a non-industrial injury or illness, or leave of absence,

excluding paid vacation leave. Upon return to work, an employee shall be returned to assignment status provided that he employee has maintained current paramedic certification during the period of absence.

IV. Paramedic Assistant Pay

At such time as the City commences delivery of paramedic service either with or without the Countywide ALS-Paramedic Program, non-paramedic EMT-D certified department personnel shall serve in a paramedic support position operating within the guidelines of the Countywide ALS-Paramedic Program and/or the City of Brisbane. Personnel serving in such a support position shall receive 2% of top step Firefighter base salary per month.

V. Paramedic Program Eligibility

- A. The City will initially fill vacancies with new hires who are paramedic certified. In addition, the City will offer paramedic training, as outlined in the agreement, to existing personnel in the Firefighter and Captain classifications as is necessary to staff the paramedic program. Funding for all training costs will be based on funds available through the JPA to initially train paramedics.
- B. "City-Sponsored Student": Initially, current full-time regular permanent personnel in the classification of Firefighter or Fire Captain may be eligible for appointment to the Paramedic Program as a "City-Sponsored Student". The actual number of students is dependent upon the number of vacancies in the department and the number of paramedics required to stall the program as determined by the City.
- C. Initial Paramedic training, which is composed of (1) didactic training, (2) clinical training, and (3) field internship training, for existing personnel will be based on the following criteria:
 - 1. Training will be scheduled by the department in coordination with the paramedic training provider with due consideration for the needs of the employee and training funds available from the JPA.
 - 2. The parties involved in the program will work cooperatively to develop a training schedule.
 - 3. During the didactic training, clinical training, and field internship training the employee may receive release time from assigned duty when scheduling conflict occur.
- D. City-Sponsored Students may be eligible for an on-time program incentive in recognition of the related commitment and off-duty time that will be required to complete the training program. The City will provide a training program incentive to authorized City-Sponsored Students of \$4,500 incrementally in recognition of successful completion of the training as follows:

Didactic (Classroom Training)	\$2,500
Clinical Training	\$1,000
Internship (Ride-Along Training)	
Paramedic Certification	\$1,000

VI. Paramedic Certification

- A. It is the responsibility of the paramedic to maintain at all times current certification as directed by the County of San Mateo Health Officer, State Medical Services Authority, and any other local, state or federal regulation and/or certification requirements.
- B. All Paramedic personnel shall maintain all required certifications, follow all related and required City, County, State and Federal certifications, policies, procedures, and practices as they apply to performance as a paramedic for the City of Brisbane.
- C. The City shall reimburse paramedic-certified personnel for all registration, books, and certification fees related to continuing education, which may be required for paramedic-certified personnel to maintain their certifications.
- D. The City shall provide as much in-house training, continuing education, and other training as is financially and technically feasible. However, it is the responsibility of the employee to ensure that all license, certifications and training requirements are met on a continual basis for the classification of Paramedic and to provide services as a paramedic for the City of Brisbane and as a part of the JPA. The City reserves sole discretion in determining whether part or all of the training will be provided by the City or whether the employee will complete all or part of the training of his/her own. The City will provide up to 24-hours of overtime per year in the employee completes all of the training on his/her own time. In the event the training is completed in part by the City and in part by the employee, training cost will be apportioned accordingly. This amount will be considered to cover all incurred expenses. Should certification requirements change both parties agree to meet and confer regarding the impact of these changes. It is understood that a contract re-opener is specific to Section VI.d of this appendix.

VII. City Sponsored Students/Initial Paramedic Selection

The City will provide the opportunity for ALS paramedic training to regular, full-time permanent employees in the Firefighter and Fire Captain classifications based on initial program staffing needs. In anticipation of the Countywide ALS-Paramedic Program being implemented, the parties agree to undertake ALS paramedic training and acknowledge the following:

- A. Selection of personnel for ALS paramedic training will be done through an open process based on those employees interested in the program, with the selections of participants subject to an affirmative recommendation for appointment to the Fire Chief by the training vendor. The Fire Chief shall retain discretion as to final approval. Applicants not selected will be given written notice with an explanation. Regular, full-time permanent personnel may sign up to be a City-Sponsored Student for ALS paramedic training on a voluntary basis. The selection criteria shall include the following elements:
 - 1. Successful completion of a written and oral examination process (to be given the training vendor),
 - 2. employee's commitment to the program, and
 - 3. approval of the Fire Chief.
- B. The City shall pay all application, registration, tuition, books and certification fees related to training and associated with the ALS paramedic training and certification process. The City

shall also pay all application, registration, tuition, books, and certification fees associated with the initial certification and licensing requirements related to ALS paramedic certification by the proposed Countywide JPA for "City-Sponsored" employees.

- C. City-Sponsored Student paramedics agree that the following repayment schedule shall apply to any city-sponsored personnel who voluntarily leave the City of Brisbane Fire Department employment prior to completion of three (3) years of service as a paramedic to the City of Brisbane. Employees must sign an agreement agreeing to this condition.
- D. The repayment schedule includes:
 - 1. Personnel who elect to discontinue the pursuit of paramedic certification during the paramedic training period will be required to repay the City 100% of incurred tuition costs. This is to be distinguished from academically failing the program. Any employee who fails vs. quitting will not be required to repay the City.
 - 2. Personnel who leave during their first or second year of active service after initial paramedic certification will be required to reimburse the City for 40% of the initial tuition costs.
 - 3. Personnel who leave during the third year of active service after initial paramedic certification will be required to reimburse the City for 25% of the initial tuition costs.
 - 4. Active service shall be defined as the starting date the employee begins providing service as a paramedic in the City of Brisbane ALS program.
- E. Employees who were City-Sponsored Students who completed three (3) years of service in the Paramedic Program who completed three (3) years of service in the Paramedic Program have met this tuition obligation requirement and shall not have any further reimbursement requirements.
- F. Personnel who are promoted to a higher classification within the Brisbane Fire Department shall not be required to reimburse the City for costs incurred as described above. However, promotion to a higher classification does not relieve the employee from his/her obligation as a paramedic, except as provided for in Section II of this agreement.
- G. City-Sponsored Students/Paramedics who are terminated from the Paramedic Program due to an industrial disability shall not be required to reimburse the City for costs incurred as described above.
- H. Extenuating circumstances beyond those cited above shall be evaluated on a case-by-case basis with the final determination to be made by the Fire Chief.

VIII. Shift Changes

- A. It is anticipated that temporary shift changes may be necessary to facilitate training city-sponsored paramedic students without negatively impacting the Fire Department's ability to provide an acceptable level of fire protection. This may affect those employees involved in paramedic training as well as those employees not involved with paramedic training. The Fire Department will have sole responsibility and discretion of establishing shift assignments. The

Fire Department will make reasonable efforts to minimize the frequency and amount of shift changes to reduce program impact.

- B. To distribute paramedic after completion of the training program some of the previous “temporary” shift assignments may become permanent. Additional changes may be needed to ensure proper paramedic distribution between the three (3) shifts.

IX. Workload Modifications

The ALS-Paramedic Program and paramedic training is a high priority for the Brisbane Fire Department. Therefore, the department shall make reasonable efforts to maintain an equitable workload for paramedic students and allow for study and preparation time necessary to meet paramedic training requirements.

X. Vacations, Trades, Other Leave, Overtime

- A. Shall be as specified in the MOU and Sop’s, Article IV, Division I, Section through 4.1-14.
- B. Personnel assigned to paramedic duty may make trades as specified in the MOU; however, no trade shall be approved or granted unless a qualified paramedic is on duty. Trades shall not be granted when the operational needs of the department are compromised.
- C. In most cases of overtime, there should not be a change in the way the overtime rotation is presently administered. A potential exception would be to meet staffing requirements of a certified paramedic. In those cases, the Fire Department will make the overtime available following procedures for overtime specified in the MOU, Section 8 and department procedures. However, the requirements of the City’s paramedic program must be met and may require making the overtime available to an eligible paramedic certified employee.

XI. Specific Terms and Conditions

This Agreement shall remain in effect for the duration of the City’s involvement with the proposed Countywide JPA or until changes, revisions, additions are made through the meet and confer process.

It is understood and agreed that during the term of the Agreement, should there be any changes in San Mateo County regarding the proposed Countywide JPA that concern the delivery of paramedic services and that materially impact the City’s ALS-program, the parties agree to address such impacts in the manner required under California Government Code Section 3505. It is understood and agreed that should any provision of this Agreement be determined to be inconsistent or incompatible with any requirements under State and Federal law, the parties agree to immediately address the affected provision in the manner required under Government Code Section 3505.

Employee:

Date:

PARAMEDIC TRAINING AGREEMENT

The above identified City of Brisbane Employee as a condition of participation in the ALS Paramedic Training Program, agrees to the following terms and conditions of this Paramedic Training Agreement (“Agreement”) by and between the Employee and the City of Brisbane (“City”) entered into as of the date above.

The City which, in good faith, incur expenses in providing the ALS Paramedic Training Program for the employee with the reasonable expectation that the Employee will complete the program and remain with the City as a trained paramedic for at least three (3) years thereafter. The general terms of the Agreement have been the subject of collective bargaining, and are generally memorialized in the Letter of Understanding between the City and the Firefighter’s Union Local 2400 dated

A. The City shall pay all costs for application, registration, books, and certification fees associated with the ALS Paramedic training and certification process. The City shall also pay all costs for required application, registration, certification fees, and books associated with initial certification and licensing requirements related to the ALS paramedic certification by the proposed Countywide joint powers authority for “City-Sponsored” employees.

B. In consideration of the commitments stated above and the financial obligations of the City recited, Employee agrees as follows:

1. In the event Employee withdraws from paramedic training before completing the course, or where employee completes paramedic training but fails to secure certification as a paramedic, Employee agrees to and shall reimburse the City for the City’s incurred costs for all application, registration, books, and certification fees paid on behalf of the employee.
2. In the event Employee either: (a) voluntarily leaves employment from the City; (b) retires from City employment on other than an industrial disability retirement; or (c) is terminated from City employment, and any of such events occurs before completion of paramedic training and certification, Employee agrees to and shall reimburse the City for the City’s incurred costs of behalf of the Employee.
3. In the event Employee completes paramedic training and certification, but thereafter either; (a) voluntarily leaves employment from the City, (b) retires from City employment or other than an industrial disability retirement; or (c) is terminated from City assignment as a paramedic with the City after initial paramedic certification of the employee, then Employee agrees to and shall reimburse the City for forty percent (40%) of the City’s incurred costs for all application, registration, books, and certification fees paid on behalf of the Employee.
4. In the event Employee completes paramedic training and certification, but thereafter either: (a) voluntarily leaves employment from the City; (b) retires from City employment on other than industrial disability; or (c) is terminated from City employment, and any of such events occurs within the third year of active assignment as a paramedic with the City after initial paramedic certification of the employee, then Employee agrees to and shall reimburse the City for twenty-five percent (25%) of

the City's incurred costs for all application, registration, books, and certification fees paid on behalf of the Employee.

Active service or active assignment shall be defined as the starting date the employee begins providing service as a paramedic in the City's ALS Program.