

Memorandum of Understanding

Between

**Patterson Fire Fighters Association
IAFF Local 4577**

and

City of Patterson

January 1, 2019 – June 30, 2020



Approved by City Council on June 18, 2019

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF PATTERSON
and
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4577
PATTERSON FIREFIGHTERS ASSOCIATION

1. TERM OF AGREEMENT

This Memorandum of Understanding (MOU) shall be in full force and effect for the one and one-half (1 1/2) year period commencing on January 1, 2019 and ending at midnight on June 30, 2020.

2. RECOGNITION

The City of Patterson (hereinafter "the City") recognizes IAFF Local 4577 (hereinafter "the Union") as the exclusive representative for labor relations purposes of all regular and probationary employees in the Fire Bargaining Unit.

3. MANAGEMENT RIGHTS

The City retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the City; to determine the methods, means, and organizations by which such operations and services are to be conducted; to assign and transfer employees, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to change or eliminate existing methods, equipment or facilities; and to take such other action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

The above enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of management rights retained by the City be construed to mean that any right is waived.

The City agrees in the exercise of the management functions to comply with the provisions of this Memorandum of Understanding, and that nothing herein shall relieve the City of its obligation to meet and confer with the Association over the impacts and effects of any proposed changes not addressed within this Memorandum of Understanding

4. BARGAINING UNIT DEFINED

The Fire Bargaining Unit includes the following classifications: Firefighter, Firefighter Paramedic, Engineer, Engineer-Paramedic, Captain, Captain Paramedic and Captain/Training Officer.

5. UNION SECURITY

Following receipt of notice from the International Association of Fire Fighters, Local 4577 Patterson Firefighters Association (PFA) that written authorization has been provided to the Union by members in the unit, the City shall deduct from the paychecks of employees, Union dues in the amount to be determined annually by the Union twice monthly for a maximum of twenty-four (24) deductions per year. The City shall provide a check or directly deposit said dues into a bank account designated by the Union within five (5) business days of each regular paycheck.

The Union, in consideration for and as a condition of the City withholding and transmitting payroll deductions will hold harmless the City of Patterson, its officers, and employees from any and all liability that may result from making, changing or canceling requested deductions.

Any questions regarding due or membership shall be directed to the Association.

Except by mutual agreement the City will notify the Association not less than ten (10) calendar days prior to a new employee orientation. The City will provide the Association with the opportunity to make a presentation of up to thirty (30) minutes during the new employee orientation and will provide the Association with employee information upon request. The parties agree that this complies with the Association's rights under state law.

6. EMPLOYER-EMPLOYEE RELATIONS

A. Access to Personnel Files

Employees, or Union representatives with written permission from the employee, may inspect their individual personnel files upon request, in writing, to the Human Resources Manager, at reasonable intervals during regular business hours of the City.

Reasonable requests for copies of personnel files contents will be provided without cost to the requesting party. Employees will be notified if a member of the public requests information from the employee's file.

B. Access to Work Sites

The Union Business Agent may access City work sites, following reasonable notice to the City Manager, in order to observe working conditions, post materials on bulletin boards, or meet with employees regarding matters within the scope of representation.

Such access shall not disrupt or interfere with the operations of the City. The presence of the Business Agent on a job site shall not be considered a disruption when the Business Agent has given reasonable advance notice of his/her intent to be present.

C. Adding/Deleting Classifications

The City agrees to meet and confer with the Union prior to adding or deleting any job classification from the Fire Unit.

D. Confidential/Management Designation

The City agrees to meet and confer with the Union prior to establishing any represented position as confidential or management.

E. Contracting Out Work

The City agrees to meet and confer with the Union prior to contracting out any work normally performed by bargaining unit employees.

The City further agrees that work performed by employees of the bargaining unit will not be performed by non-bargaining unit employees, if such work would displace a regular employee of the bargaining unit.

1. Exception: The Department recognizes the need to maintain staffing levels. In the event, all efforts to fill positions through normal means (recall procedures) have been exhausted the use of reserve firefighters may be used to maintain staffing levels.

2. Reserve firefighters may also be used to fill a position while the recall procedure is taking place.

F. Department Rules

All department guiding documents (Standard Operating Guidelines, Policies, Standard Operating Procedures, Memo's, Memorandum of Understandings, etc.) shall be accessible to Union employees.

Pursuant to Government Code Sections 3503 and 3504, the Union shall have the right to represent its members in their employment relations with the City. The scope of the Union's representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment.

Pursuant to Government Code Section 3500, no term or condition of employment will be changed in the future without meeting and conferring with the Union.

G. Purchasing Committee

The City and Association agree to add a sub-committee to the Labor Management Committee no later than July 1, 2019, which will be known as the Purchasing Committee. The Purchasing Committee shall meet to discuss any proposed station improvements and department purchases Regarding station equipment, PPE, and apparatus.

The Association understands that the City has the ultimate decision.

H. Union Stickers

All Patterson Fire Department apparatus and other vehicles shall display the IAFF three inch (3") window decal in the right lower corner of the windshield or similar location so as to be visible but not obscure the driver's vision field in any way. It shall be the responsibility of the Union to provide and maintain the decals in a state of good condition at all times.

At the option of each employee in the Union, they may affix a two inch (2") IAFF gold reflective decal to the underside of the rear brim of their fire helmet. It shall be the responsibility of the Union to provide the decals to each employee.

I. Labor-Management Committee

1. There shall be a Labor-Management Committee consisting of three (3) representatives of the Union and three (3) representatives of the City. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of new department programs or modifications of existing department programs that will have an impact on work schedules or duties.
2. The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times.
3. The Chairmanship of the Committee shall be rotated amongst the members. The members shall, in advance of a meeting, provide the Meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
4. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty times.
5. The Committee may be supplemented by representative(s) of the City Manager if necessary.
6. The Committee may, if it deems proper, suggest recommendations to the Fire Chief and the City Manager for their consideration and determination.
7. The City will provide to the Committee the professional services of a secretary for the labor-management process.

J. Job Stewards

The bargaining unit is authorized two job stewards, one of whom shall serve as alternate job steward, to act in the absence of the job steward. Job stewards shall be allowed to meet with an employee(s) on City time to receive and/or investigate alleged grievances or complaints. Such meetings and investigations shall be of reasonable length and not disrupt the operations of the City.

Investigations by the job steward shall not be considered a disruption if the job steward has notified and received approval from his/her immediate supervisor of his/her intent to conduct the investigation. Such approval shall not be unreasonably denied.

Job stewards shall be allowed, on City time, to represent an employee(s) before management at each step of the grievance procedure or when requested by an employee having a meeting with management which involves or could lead to his or her disciplinary action.

K. Negotiators

The bargaining unit is authorized to have two (2) on-duty negotiators participate in any given negotiation meeting with the City.

Negotiators shall be given paid time off to meet and confer with the City when meetings are scheduled during the individuals normal working hours.

Minimum staffing levels will be maintained in accordance with Section VII (G) Minimum Staffing.

L. No Discrimination

The City will not discriminate or take adverse action against any represented employee because of membership in the Union, participation in lawful Union activity, or exercising the right to Union representation.

M. No Strike/No Lockout

The parties agree there will be no strikes and no lockouts during the term of the MOU.

N. Notice of New Hires

The City agrees to notify the Union of new hires to the bargaining unit, by name, within ten days of hire.

O. Payroll Deductions

The City agrees to use payroll deductions for Union dues, Union assessments (up to two (2) times per fiscal year), and for Union sponsored insurance premiums or retirement plans, without charge to the Union or the Union member.

The Union shall provide appropriate documentation/notification to authorize such deductions.

P. Posting Union Information

1. The Union may post information at job site bulletin boards.
2. A copy of posted information shall be approved by the Personnel Director or designee.
3. Such postings shall not be unreasonably denied.
4. The City shall provide suitable space for bulletin boards in City fire stations.
5. The Union shall use designated bulletin board space no larger than 48" X 48".
6. The Union shall be allowed to use such bulletin boards for communications having to do with official Union business. Posted materials shall not be obscene, defamatory, or of a partisan political nature, misleading, violative of any Federal, State, or local ordinance, law, statute or rule. Such material shall not pertain to public issues which do not involve the City and its relations with employees.

Q. Representation Rights

Employees will be informed of their right to have a union representative present prior to being questioned to obtain information, which may be used to support a disciplinary action.

This right to representation includes an employee being questioned regarding a "reasonable suspicion" or "for cause" drug or alcohol test.

R. Provision of Information to the Union

The City agrees to provide budget-related information to the Union without charge.

S. Attendance of Union Meetings During Work Hours

Union members shall be allowed to attend Union meetings while on-duty under the following conditions:

1. The number of regular Union meetings cannot exceed twelve (12) in each calendar year.
2. The meeting duration shall not exceed two (2) hours.
3. Not more than one regular meeting can be held in any one month.
4. All meetings shall be scheduled after 1800 hours.
5. The Union shall give the Duty Chief reasonable notice of the date and time of each meeting.
6. On-duty attendance at Union meetings may be denied if it would unduly interrupt the operations of the City.
7. Attendance of special meetings may be allowed at the discretion of the Fire Chief.

The City will allow the use of City facilities for Union meetings at no cost to the Union.

7. SALARY/COMPENSATION

A. Wage Increases

Effective January 1, 2019, all classifications in the bargaining unit shall receive a Cost of Living Adjustment (COLA) in the amount of three percent (3%) of their base rate of pay.

B. Call-Back Compensation

Call-backs shall be compensated at time and one-half the regular rate of pay.

Payment will be made for the greater of a two (2) hour minimum or actual time worked. A second two-hour minimum will apply if a second call is received more than two hours after the employee arrives to work following the first call.

For the purpose of calculating time worked, time normally begins when the employee arrives at the fire station or incident.

C. Out-of-Class Compensation

Employees formally designated by the Fire Chief as performing the duties of a higher class due to vacation, illness, leave, vacancy, or when dictated by the needs of the City, for a period of more than two (2) consecutively scheduled twenty-four (24) hour shifts, shall receive out-of-class pay equivalent to the minimum salary rate for that position such that the minimum adjustment would be at least five percent (5%) above the employee's current salary.

Out-of-class status shall be retroactive to the first day that the employee was assigned to this position by the Fire Chief and subject to no additional benefits. The nature of the assignment must be that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.

Employees selected for the assignment shall meet the minimum requirements [as referenced in Section 7 (S)] and complete the assigned task book for the higher classification. Preference shall be given to those on the appropriate promotional list.

The Fire Chief shall publish a "Primary Out-of-Class List" consisting of the most current promotional list for a given rank and a "Secondary Out-of-Class List" consisting of a list of all personnel meeting the minimum requirements in Section 7 (S), but not on the respective promotional list for that rank.

Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures. Personnel working long-term acting positions (30 calendar days or more) will have their overtime record indicate the classification to which they are assigned, beginning on the 31st calendar day.

In the event of a need for an acting position when no personnel are available from the promotional or eligibility list the Chief or designated representative shall select an employee from those on duty who the Chief determines possesses the necessary ability to perform the functions of the acting position.

No employee shall be required to work out-of-class for more than twelve (12) consecutive months.

D. Overtime

An employee shall receive overtime pay at the rate of time and one-half of the employee's regular rate of pay for all hours worked in excess of one hundred eighty-two (182) hours in the twenty-four (24) day FLSA pay cycle. Overtime shall be paid in accordance with the requirements of the Fair Labor Standards Act.

All hours in a paid status shall be counted for the purpose of calculating overtime compensation.

An employee may be required to work hours in excess of the standard FLSA pay cycle under the following conditions:

1. The department head or designee shall first determine which employee(s) are qualified to perform the work.
2. The department head or designee shall then offer the work to the qualified employee(s) in accordance with the "Filling of Overtime Positions" procedure below.
3. If an insufficient number of employees voluntarily accept the offer of work, the department head may require the employee(s) to work in accordance with the procedure below.

E. Filling of Overtime Positions - Procedure

1. Routine Overtime

- a. Take the Overtime Availability form for the position to be filled and complete the form as follows:

Check the box for the position to be filled, either Captain, Engineer, or Firefighter

Enter the date and time to be filled

Check the box for the station to be filled

Place and leave this copy in the overtime book for a minimum of 30 days.

After you fill the overtime you are calling for and change the form, make a new copy of the form and place the new copy on the bulletin board with the current date and time listed on top.

- b. Calling for overtime should be started by the following procedure:

Planned overtime (defined as overtime with 48 hours or more notice) shall be filled in no more than 24 hour increments.

If there is planned overtime callback, it should be started two (2) weeks before the first shift to be filled or the day it becomes available at or close to 1600 hours, as long as doing so will not interrupt the normal work day.

Immediate need overtime (defined as less than 48 hours' notice) shall be filled as soon as practically possible.

Call the person who is first on the appropriate Overtime Availability form. He/she will have the choice of either accepting or refusing the overtime.

If the person offered the overtime accepts the overtime, he/she will be moved to the bottom of the list on the Overtime Availability form.

If the time offered is less than 12 hours, and the person offered accepts, he/she will not be moved on the list.

If no contact is made with the person, he/she will be skipped and he/she will not be moved on the list.

If contact is made with a voicemail, or the person being called, he/she has 5 minutes to respond or he/she will be skipped. He/she will not be moved on the overtime list.

When all personnel in one category have been called, then the other category will be used, (example: when all Captains have been called to fill a Captains position, then switch to the Engineer list; and when all the Engineers have been called to fill an Engineer's position, switch to the Firefighter list, and when all Firefighters have been called to fill an Engineer position, switch to the Captain's list; and when all Firefighters have been called to fill a Firefighter position, then switch to the Engineer list, and when all Engineers have been called to fill a firefighter position switch to the Captain's list).

Eligibility shall be verified when filling overtime from out-of-class, in accordance with (O) of this Section: Eligibility for Trade Time, Overtime, and Out-Of-Class pay.

After each phone call, on the Overtime Availability form fill in the date, the time, the contact type, if he/she accepted or declined, and the hours accepted if he/she accepted the time.

Personnel will be eligible to be called for overtime except to fill a vacancy on their assigned shift or if they have taken sick leave due to personal illness within the preceding 24 hours of the time to be filled.

No employee shall be allowed to work in excess of 96 consecutive hours. Any overtime or trade, in combination with a regularly scheduled duty day, which would lead to an employee exceeding this maximum, is not allowed.

The next period of work or shift shall not begin until the employee has had a minimum of twelve (12) hours off duty.

In case of emergency, the Fire Chief or his/her designee may authorize the waiver of this maximum. In the event of a non-emergency Department need, this maximum may be waived upon mutual agreement of the Fire Chief or his/her designee and the employee.

Employees shall be responsible to ensure that a combination of overtime and trades will not impact their ability to work their normally assigned shifts by creating a situation in which more than the maximum consecutive hours are scheduled.

2. Emergency Call-Back

When the need for personnel is immediate and for less than 24 hours, callback tones shall be set specifying the appropriate contact for assignment or for all available personnel to respond and their assignment (e.g., report to the incident, staff apparatus, etc.).

The first person of the proper rank that can be at the requested assignment within 15 minutes will be accepted and shall remain in the same position on the appropriate Overtime Availability form.

As the appropriate technology becomes available, it may be used as a substitute or an addition to pager tones.

3. Living Boundaries

For the purpose of emergency callback for incidents that are manpower intensive, a living boundary will be established for all employees hired after January 1, 2013.

Such employees are required to live within the State of California and no more than forty-five (45) air miles from the City of Patterson Fire Station #1.

F. Maintaining Information on Overtime Availability Forms

It shall be the responsibility of the employee to make sure that the phone number on the current Overtime Availability form is current.

The employee will list only one phone number on the Overtime Availability form.

G. Minimum Staffing

1. There will be a minimum staffing level of three (3) City of Patterson career firefighter personnel per station and assigned apparatus (Captain, Engineer, and Firefighter). One (1) of the three (3) City of Patterson career firefighter personnel must be a licensed Paramedic.
2. Under no circumstance shall an employee leave duty, without his/her relief being present.
3. If it is anticipated, on-duty personnel may be committed to an incident for two (2) or more hours, emergency call back shall be instituted in accordance with Section 7, (E.2) Emergency Callback. It is not necessary to wait until the personnel have actually been committed for two (2) hours. As soon as the appropriate Captain or Chief Officer reasonably anticipates a two (2) or more hour commitment, emergency callback should be started.
4. In order to ensure constant staffing, the Training Captain may work "shift" overtime at his/her corresponding fifty-six (56) hour employee rate of pay.
5. The Training Captain may be used to fill "shift" overtime only after all other eligible employees have been offered the overtime and have refused.
6. The Training Captain cannot be mandated to work "shift" overtime.

H. Mandating of Personnel for Overtime

When all personnel that could fill the position have been contacted and have refused, then the first eligible person on the Overtime Availability form who works the shift prior to the shift to be filled will be mandated for the overtime.

EXCEPTION: A person on a leave included in Section 10 and 11 will not be mandated unless there is an emergency and no one else can be contacted. For the purpose of this paragraph, leave

is counted from the time the person gets off duty on his/her last scheduled shift until the time he/she is scheduled to return on his/her next scheduled shift. In the case of an exception the next eligible person on the Overtime Availability form who works the shift prior will be mandated for the overtime.

If there are no eligible personnel from the shift prior to the shift to be filled, then the same process shall be used to fill the position from the shift prior to the shift prior.

A person mandated for overtime will not move on the Overtime Availability form. If the position cannot be filled through the normal overtime procedures a reserve may be used to comply with the minimum staffing requirements.

For purposes of meeting minimum staffing requirements, reasonable efforts will be made to ensure a reserve will not supervise a member of this bargaining unit.

I. Special Call-Back Assignments

The Association agrees that for special call-back assignments, the call-back procedure may not be followed.

Special call-back assignments are duties that are not done on a daily or routine basis or require an extended time to follow and bring to a close. They include the following:

Strike Team Leaders Assistant

Strike Team Leaders

Training instructors

Individuals attending training classes

Fire prevention and public education

Specialized skills

Individuals that are filling special call-back assignments are not considered part of minimum staffing. Minimum staffing standards must be met by the call-back procedure.

Individuals who work over twelve consecutive hours shall have their names moved to the bottom of the call-back list.

The City agrees to fill special call-back assignments as equitably as possible so all qualified individuals have the same opportunities.

J. Strike Team Lodging

Employees deployed on Strike Teams will receive reimbursement for lodging expense in compliance with the City Travel Policy. When possible, the Officer-In-Charge, may be provided a City credit card for lodging expenses incurred by employees on Strike Team deployments.

K. Strike Team Return – Time Off

Upon return from a Strike Team deployment of ninety-six (96) hours or more, any City of Patterson career firefighter may utilize their paid leave bank(s) to allow for proper rest, as outlined below:

1. An employee who returns from deployment prior to 1900 hours on their scheduled duty day, may utilize their paid leave bank(s) for the remainder of that day.

2. An employee who returns from deployment after 1900 hours on their scheduled duty day, may utilize their paid leave bank(s) for the remainder of that shift and if necessary, the first twelve (12) hours of the next scheduled duty day.
3. An employee who returns from deployment one day prior to their scheduled duty day prior to 1900 hours, may utilize their paid leave bank(s) for the following twelve (12) hour day shift.
4. For any time not covered by the section, an employee who returns from deployment may utilize sick leave for any portion or all of the tour following their return from deployment.

L. Salary on Promotion

Any employee receiving a promotion shall start on the first step of the salary range of the class which provides for a salary increase of at least five (5) percent, provided however, such salary shall not exceed the salary set forth in the top step of the new class.

When the promotion includes the assigned responsibility of supervision over other employees, the salary level shall be increased by assigning the promoted employee to a higher step within the salary range to allow the annual salary to be above the salary of those they supervise.

M. Salary on Demotion

When an employee is voluntarily demoted, a mutually agreed upon pay step in the designated range shall be assigned.

When an employee is demoted as a result of disciplinary action, the step shall be set by the appointing authority imposing the discipline.

N. Salary on Re-employment

Upon re-employment, an employee shall be assigned the same step in the salary range that had been attained prior to layoff.

Benefit accruals shall be equal to the benefit level the employee attained prior to layoff, except as precluded by applicable law.

O. Certification and Education Incentive Pay

Certificate and education incentive pay will be available as follows (not rank specific except where noted):

1. 2% - SFM Instructor III or SFM Fire Instructor I.
2. 2% - SFM Company Officer or SFM Fire Officer (*excluding Captains*) (Program series completed)
3. 2% - SFM Chief Fire Officer or SFM Chief Officer (program series completed)
4. 2% - Rescue Technician or Rescue Specialist (No partial credit):
 - FSTEP Trench Rescue
 - FSTEP Confined Space Rescue
 - Swiftwater Rescue Tech I
 - SFM Rescue Systems I
 - SFM Rescue Systems II

5. 2% - SFM Haz Mat Tech
6. 2% - SFM Haz Mat Spec
7. 2% - Rescue Specialist (No partial credit/Must meet the qualifications of Rescue Technician):
 - SFM Rope Rescue Technician
 - SFM Rescue Systems III
 - SFM Auto Extrication
 - SFM Rapid Intervention Crew Tactics (R.I.C.)
 - SFM Firefighter Survival
8. 2% - EMT Instructor (Paramedic and Fire Instructor I or Fire Instructor III requirement)
9. 1% - SFM Fire Apparatus Driver/Operator I (*Firefighters only*) (Must be on promotional or eligibility list)
10. 1% - SFM Fire Apparatus Driver/Operator Instructor
11. 1% - FSTEP Trench Rescue Instructor
12. 1% - FSTEP Confined Space Rescue Instructor
13. 1% - Swiftwater Rescue Instructor or SFM River and Flood Rescue Instructor
14. 1% - SFM Rescue Systems I Instructor
15. 1% - SFM Low Angle Rope Rescue Operational Instructor (L.A.R.R. O.)
16. 1% - SFM Rapid Intervention Crew Tactics Instructor (R.I.C.) or IAFF Fire Ground Survival Instructor
17. 1% - SFM Auto Extrication Instructor
18. 1% - SFM Haz Mat First Responder Operational Instructor (F.R.O.)
19. 2% - SFM Fire Investigator or SFM Fire Investigator II
20. 2% - SFM Fire Inspector I
21. 2% - AS/AA or AAS/AAA Degree in Fire Science discipline or related fields
22. 2% - BA/BS or BAS/BAA Degree in Fire Science discipline or related fields
23. 2% - Bilingual Pay (must successfully pass the Bilingual Test administered by Human Resources.)

All equivalent previous track certifications shall qualify for the education and certification incentive pays listed above.

The Maximum Education and Certification Incentive pay a represented employee shall receive is six percent (6%).

P. Training Program

It is the intent of the Patterson Fire Department to provide an opportunity for personnel to train together by allowing for one (1) training a month to occur in which off duty personnel may participate with those on-duty.

The Patterson Fire Department's training program will consist of department wide training exercise three (3) times each year and once per shift. Off duty members are encouraged to participate and shall be compensated for time worked.

Dates and times shall be determined by the Training Division Chief. Subject matter will also be assigned by the Fire Chief/Training division, however input from line personnel is always welcome. In most cases on duty line personnel will be responsible for delivery of training unless other arrangements are made through the training division.

Every effort will be made to schedule the trainings during the daytime on weekdays.

Q. Compensation for Training Time

With approval of the Fire Chief, all time for attendance at training/testing during regular work hours will be compensated as regular time worked.

Voluntary attendance at career advancement/promotional training/testing which takes place outside the normal work shift will not be compensated as overtime.

Employees who are required to attend training/testing to fulfill the requirements of their job description, or required to attend by the Fire Chief, during off-duty hours shall be compensated as time worked for the time actually in training.

Time spent in traveling to and from required trainings/testing shall be compensated regardless of whether the travel hours fall during the employee's regular work hours.

R. Instructor Training Assignment

Employees who are assigned by the Chief or his/her designee to perform Instructor Training duties while on-duty shall receive paid release time for all hours instructing, preparing, and traveling.

Minimum staffing levels shall be maintained at all times while employees are performing Instructor Training Duties.

S. Minimum Requirements

The following are minimum requirements for the positions specified:

1. Firefighter:

High School diploma/GED.

Meet the minimum CSFTES requirements of State Firefighter I.

Current EMT 1A (AED), MVEMSA accreditation within sixty (60) days of appointment.

Clear and current California Class C license (Firefighter endorsement to be obtained by the end of the probationary period) to be maintained as a condition of employment.

2. Engineer:

Meet the requirements of Firefighter plus;

Completion of CSFTES Driver-Operator 1A and 1B.

Minimum two (2) years as a career Firefighter with the City of Patterson and completion of CSFM Driver/Operator 1A certificate and CSFM Driver/Operator 1B certificate.

Must obtain CA DMV Class C with firefighter endorsement within probationary period.

3. Those employees in the Fire Engineer classification as of January 1, 2008 are exempt from the Firefighter and Engineer requirements as listed above.

4. Captain:

Meet the requirements of Firefighter and Engineer plus; Completion of the CSFTES State Fire Officer series.

Minimum two (2) years as a career Engineer with the City of Patterson.

The above requirements shall be met for all personnel applying for said position, to work a shift exchange, overtime and/or working out-of-class position.

Captains hired prior to January 1, 2013, and individuals on the current promotional list, shall not be subject to a "Minimum two (2) years as a career Engineer with the City of Patterson" for the Captain requirements of Section 7 (S).

For purposes of receiving Education Incentives, all "Task Book" requirements in the new MOU will not become effective for employees in the firefighter classification until January 1, 2014.

For Captains promoted prior to January 1, 2013, Fire Officer Series class requirements and Engineer requirements in Section 7 (S) of the new MOU will not become effective until January 1, 2014.

T. Training Captain

The Training Captain position shall receive a ten percent (10%) premium base wage increase.

U. DMV

DMV license fees (excluding Class C) required for performance of duties shall be paid or reimbursed by the City.

Medical examinations required for the appropriate California driver's license shall be paid for by the City.

V. ADVANCE LIFE SUPPORT (ALS)

Paramedic Classification Pay

So long as the City determines ALS service shall be provided, all employees certified as Paramedics through the State of California and MVEMSA shall be placed in the Paramedic classification within their respective rank.

In accordance with the salary schedule herein, Firefighter Paramedic, Engineer Paramedic, and Captain Paramedic ranks shall be paid at 10% above their corresponding non-paramedic classification.

Any Paramedic employee who loses their Paramedic certification through the State and/or MVEMSA shall be automatically demoted to his/her rank respective non-Paramedic classification. Reinstatement of Paramedic classification in this instance will occur if the employee reinstates his/her license.

Paramedic Staffing

The City of Patterson will operate all staffed apparatus as a non-transporting ALS companies with a minimum of one (1) primary paramedic personnel assigned to the apparatus at all times. The only exception to this staffing requirement is when it is necessary for the assigned paramedic to accompany the patient to the hospital in the transporting ambulance.

It is agreed a firefighter/paramedic provides the best model for company continuity and safety. Paramedic engineers or paramedic captains may be utilized as the primary paramedic on ALS companies.

Primary Paramedic

Staffing of ALS companies with a primary paramedic will be accomplished with due regard for the program, employees, and so long as all provisions of the MOU are complied with. ~~When~~

When a non-paramedic classification bargaining unit vacancy occurs, any qualified Paramedic may apply. If selected, the employee will be appointed to the new position and relieved of their obligation to remain licensed as a Paramedic, provided the City has sufficient firefighter/paramedic personnel to staff designated ALS companies.

Promotional announcements shall specify if the position is a Paramedic classification or not. No member of this bargaining unit will be denied a promotional opportunity as a result of their paramedic status.

Maintenance of Certification

Maintenance of the Paramedic license is the responsibility of the employee. The City will, however, pay for the cost of any tuition and/or fees for training required as maintenance of certification.

The City will provide required CEU training time on-duty. Paramedic employees shall be compensated at the appropriate overtime rate for any required off duty CEU training.

Any Paramedic who loses his/her license as a result of an involuntary license revocation action by a paramedic licensing authority at the Federal, State, or Local level, shall not be subject to disciplinary action solely to the loss of the Paramedic license.

W. Longevity Pay

Longevity Pay is compensation in addition to the employee's regular base pay.

A. Eligibility & Qualifications

An employee is eligible for a two percent (2%) longevity pay increase only if he/she has been with the City ten (10) consecutive years and maintains a satisfactory rating on their annual performance appraisals.

An employee is eligible for an additional five percent (5%) longevity pay increase if he/she has been with the City fifteen (15) consecutive years and maintains a satisfactory rating on their annual performance appraisals.

After 20 years an employee is eligible for an additional five percent (5%) longevity pay increase only if he/she has been with the city twenty (20) consecutive years and maintains a satisfactory rating on their annual performance appraisals.

The total longevity pay increase any employee can receive during their term of employment is twelve percent 12% of their base rate pay.

8. HEALTH AND WELFARE BENEFITS

A. Health Insurance

The City will continue to provide current health plans to the employee for the life of this MOU.

The City's contribution for retired members, who have retired prior to January 1, 2018, will be \$50.00 per month the first year and will increase annually by 5% of the City's contribution for the active employees until such time as the contributions are equal. (City of Patterson Resolution #2001-100, effective December 1, 2001)

All employees in regular positions budgeted for full time shall be eligible to participate in the health plans offered by the City.

The City agrees to continue to provide contributions for retired members, in accordance with PEMHCA, as set forth in subpart D of this section, related to retiree medical.

B. Cafeteria Plan

For purposes of this section, a "current employee" is any employee covered by the provisions of this MOU, employed by the City before July 1, 2017.

For purposes of this section, a "new hire" is any employee covered by the provisions of this MOU, employed by the City on or after July 1, 2017.

The City shall maintain a Section 125 compliant Cafeteria Plan to provide a vehicle for the payment of health and optional benefit premiums. The City contribution shall be as follows:

1. Enhanced Benefit - January 1, 2017 (Hired before July 1, 2017)	
Subscriber Only:	Up to 100% of the Northern California Area Kaiser premium family rate.
Subscriber Plus One:	Up to 100% of the Northern California Area Kaiser premium family rate.
Subscriber Plus Two or more:	Up to 100% of the Northern California Area Kaiser premium family rate.

2. Enhanced Benefit - January 1, 2018 (Hired before January 1, 2017)	
Subscriber Only:	Up to 100% of the Northern California Area Kaiser premium rate by category.
Subscriber Plus One:	Up to 100% of the Northern California Area Kaiser premium rate by category.
Subscriber Plus Two or more:	Up to 100% of the Northern California Area Kaiser premium rate by category.

For the term of this agreement, the City contribution to the Cafeteria Plan shall be adjusted annually for the January 1 premium payment. In the event of a rate increase, the City contribution shall be increased by a dollar amount equal to 100% of the increased premium for the Northern California Area Kaiser premium, by category. In the event that an employee subscribes to a plan with a lower monthly premium than that of the above-mentioned Northern California Area Kaiser plan, the City will pay 100% of the premium for that plan.

3. Standard Benefit (Hired on or after July 1, 2017)	
Subscriber Only:	Up to 80% of the Northern California Area Kaiser premium rate by category.
Subscriber Plus One:	Up to 80% of the Northern California Area Kaiser premium rate by category.
Subscriber Plus Two or more:	Up to 80% of the Northern California Area Kaiser premium rate by category.

For the term of this agreement, the City contribution to the Cafeteria Plan shall be adjusted annually for the January 1 premium payment. In the event of a rate increase, the City contribution shall be increased by a dollar amount equal to 80% of the increased premium for the Northern California Area Kaiser premium, by category. In the event that an employee subscribes to a plan with a lower premium than that of the above-mentioned Northern California Area Kaiser plan, the city will pay a dollar amount equal to the 80% of the Northern California Area Kaiser premium, by category, toward the premium for that employee’s choice of plan.

C. Medical Contributions

1. City Medical Contributions:

For qualifying regular full-time employees enrolled in a CalPERS PEMHCA medical plan, the City is obligated to pay the minimum employer contribution to qualifying employees pursuant to PERS resolution and government code section 22892. The City contribution in Section 8, subsection A & B above, include the minimum employer contribution.

The City contribution required under Section 8, subsection A above, also shall be designated for purposes of determining the minimum employer contribution with respect to retiree medical provided pursuant to PEMHCA.

2. Employee Medical Contributions:

The employee shall pay any difference between the City’s contribution to the Cafeteria Plan, if applicable, and the actual premium of medical insurance plan selected by the employee.

3. Alternative Insurance Options:

The City reserves the right to implement an alternative health plan that provides equal or better benefits. “Equal or Better Benefits” is intended to mean the combination of the following: 1) as good or better access to health care professionals, 2) as good or better insurance coverage, 3) premiums that are equal to or lower than the CalPERS Health plans and, 4) equal to or less out-of-pocket cost to the employee. The City agrees to meet and confer with the Union prior to making any changes to the health plan.

4. Medical-In-Lieu: Employees who do not elect to take the City's health insurance must provide proof of comparable group health coverage pursuant to PEMHCA (other than Covered California). Employees who opt out of City provided health insurance shall receive the dollar equivalent of 80% of employee only Kaiser premium in the form of an employer contribution for that employee to the City's Mid-America HRA account. This provision shall be retroactive to January 1, 2016.

5. No Cash Out:

Under no circumstances will an employee be eligible to take cash in lieu of benefits.

D. Retiree Medical

The City shall establish a Section 115 compliant plan for the reimbursement of retiree medical expenses subject to the following:

1. Current Retirees and Current Employees that retire prior to January 2, 2018.

This section in no way affects the rights and benefits of those who have retired or will retire prior to January 1, 2018. These retirees will maintain a dollar benefit equivalent to the dollar value of the current benefits established under the City of Patterson Resolution #2001-100, effective December 1, 2001.

2. Retirees (current employees) – Ages 50-65 that retire after January 1, 2018.

Current employees, hired prior to July 1, 2017, who retire from the City of Patterson with at least ten (10) years of service with the City, between the age 50 and 65, (or Medicare eligibility age, whichever is later), and enroll in the PERS medical insurance program, will be eligible to receive the City Retirement Benefit Stipend until they reach the age of 65 (or Medicare eligibility age, whichever is later), in accordance with schedule A below.

Years of Service	Percentage of Standard Retiree Benefit
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

The Standard Retiree Benefit City contribution is as follows:

3. Standard Retiree Benefit	
Subscriber Only:	Up to 80% of the Northern California Area Kaiser premium rate by category.
Subscriber Plus One:	Up to 80% of the Northern California Area Kaiser premium rate by category.
Subscriber Plus Two or more:	Up to 80% of the Northern California Area Kaiser premium rate by category.

For the term of this agreement, the City Standard Retiree Benefit contribution shall be adjusted annually for the January 1 premium payment. In the event of a rate increase, the City contribution shall be increased by a dollar amount equal to 80% of the increased premium for the Northern California Area Kaiser premium, by category.

4. Retirees over age 65 or upon Medicare eligibility (Current Employees)

Retirees hired prior to July 1, 2017 that retire from the City of Patterson, irrespective of their years of service with the City, at age 65 (or upon Medicare eligibility age, whichever is later), are eligible for a stipend of up to five hundred dollars (\$500.00) per month. This

stipend shall not be less than the PEMHCA minimum and not greater than the premium for coverage elected on a reimbursement basis.

E. Minimum Employer Contribution

New hire employees (employees hired on or after July 1, 2017), shall be entitled to only the minimum employer contribution upon retirement, pursuant to CalPERS PEMHCA resolution.

F. Dental Insurance

The City will provide Dental coverage of \$2,000.00 per person annually, with Orthodontia care, without premium cost to the employee. Preventative care costs shall be covered 100% by the City.

G. Vision Insurance

The City will provide vision insurance, VSP Plan B, without premium cost to the employee, with a \$0 employee co-payment for eye examinations, and a \$20.00 employee co-payment for materials.

H. Life Insurance

The City agrees to provide term life insurance for all represented personnel in the amount of \$100,000.00 at no cost to the employee.

Employees shall have the option to buy additional coverage at their own expense, if available.

The City will provide \$5,000 in dependent life insurance with no premium cost to the employee.

I. Voluntary Deferred Compensation

The City will continue to offer deferred compensation through Valic and ICMA.

J. Employee Assistance Program

The City will continue to offer an EAP in conjunction with the City's self-insured Worker's Compensation Program.

The City reserves the right to change carriers and program design however in no case shall the number of visits be less than five for each covered employee.

K. HRA Contribution

The City shall contribute three percent (3%) of each employee's monthly salary to the City's MidAmerica HRA account for each employee. Payment shall be made in accordance with current City employee deduction practices.

9. RETIREMENT

A. CalPERS Pension Definitions

New Member Employees:

1. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.
2. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is not eligible for reciprocity.

3. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

Classic Member Employees:

1. A member who was brought into CalPERS membership for the first time before January 1, 2013.
2. A member who was brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is eligible for reciprocity.
3. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of less than six months.

B. New Member Retirement Benefits

New employees hired on or after January 1, 2013, upon placement in a full-time employment status shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS.

New Member Retirement Contributions

The employee contribution rate shall be 50 percent of the “normal cost” rounded to the nearest quarter of 1 percent, as determined by PERS.

Classic Member Retirement Benefits

Employees hired before January 1, 2013 and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety 3% at 50 formula.

Classic Member Retirement Contributions

The employee shall pay 6% of the member contribution effective the first full pay period following July 1, 2017. Effective the first full pay period following July 1, 2018 the employee shall pay 9% of the member contribution plus an additional “cost share” pension contribution of 3%, total pension contribution shall be 12%.

This cost sharing pension contribution shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). As soon as administratively feasible the City shall implement a contract amendment. This pension contribution shall extend beyond the expiration of this MOU and is intended to satisfy the 2018 member contribution pursuant to PEPRA.

C. Disability Retirement

The City has contracted with PERS and has implemented the provisions of Section 21298: Improved Non-Industrial Disability Allowance. There is no cost to the employee.

Survivor Benefits

The City has contracted with PERS and has implemented Sections 21380-21387: 1959 Survivor Benefits. The cost to the employee is \$2.00 each month.

D. Sick Leave Conversion at Retirement

The City agrees to contract with PERS to implement Section 20965 Credit for Unused Sick Leave, whereby unused accumulated sick leave at the time of retirement is converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave. There is no cost to the employee.

E. State Disability Insurance

SDI is now in force for bargaining unit employees. There is no charge to the employee for the monthly payroll deduction. The employee is entitled to supplement weekly SDI benefits with accumulated leave time up to the amount of his/her regular monthly salary. The employee may also choose not to supplement SDI with accumulated leave.

F. Wellness/Fitness Program

The Patterson Fire Department and Patterson Firefighters, IAFF Local 4577 recognize the value of a healthy, well and fit workforce. The parties will develop and implement a Wellness and Fitness Program consistent with the recommendations of the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative (WFI).

Participation in the program shall be mandatory by all members of the bargaining unit. The Patterson Fire Department will implement a wellness/fitness program for each fire fighter to obtain a level of wellness/fitness consistent with the duties he or she may be called to perform.

The wellness/fitness program shall be a positive program and not punitive in design; allow for age and position in the department; allow for participation on-duty utilizing facilities provided or arranged by the City; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

To achieve such a program a Labor-Management Wellness/Fitness Committee shall be formed within ninety days of the signing of this agreement.

The committee will consist of three representatives of the Patterson Fire Department, three representatives of Patterson Firefighters, IAFF Local 4577, the fire department designated physician (non-voting) and an outside medical, physiological and wellness consultant(s) (non-voting) mutually chosen by both parties.

The Labor/Management Wellness/Fitness Committee shall be responsible for four primary areas:

1. Implementation of the WFI Program: Reviewing this Initiative and fully adapting the components to the Patterson Fire Department.
2. Statistics and Health: Developing statistics on experience with lost time and costs due to disease and injury so as to demonstrate how the implementation of the WFI program will avoid or reduce disease and injury; and be cost effective.
3. Wellness/Fitness Program: Developing program objectives; developing the program and related activities (e.g. peer fitness trainers (including certification), workshops, smoking cessation and weight control programs); preparing budget.
4. Executive and Marketing Functions: Identifying specific objections to the program, developing answers or procedures to overcome the objections, enlisting the help of critical support groups

and individuals; investigating legal implications of the wellness/fitness program; establishing policies and directives.

G. Tobacco Product Use

The City of Patterson declares a hiring policy which disqualifies habitual users of tobacco products from eligibility for employment within the City of Patterson Fire Department.

Employees hired for positions in the bargaining unit after January 1, 2013 shall not be permitted to habitually use any tobacco products, consistent with this policy. Employees hired into the bargaining unit prior to December 31, 2012 may enroll in a tobacco cessation program with the Department's EAP. Completion of the program must occur within ninety (90) days from enrollment or by no later than July 1, 2013. Effective July 1, 2013, all employees shall not be permitted to habitually use any tobacco products.

Under no circumstances shall any tobacco products be used at any time inside a City building or vehicle, consistent with any restrictions established by State law, City administrative policy, and this agreement.

Failure to follow this agreement may lead to disciplinary action, up to and including dismissal.

10. WORK HOURS

A. Duty Hours

Employees shall be assigned, at the discretion of the Fire Chief and based upon City needs, to either shift or day duty.

B. Shift Personnel

Shift personnel shall report for duty, ready to work, at 7:00 a.m., and shall go off duty forty-eight (48) hours later at 7:00 a.m.

C. Day Personnel

Weekly Schedule

1. A day shift shall typically be an eight (8) hour day on one of the following schedules: 7:00a.m. to 4:00p.m. OR 8:00a.m. to 5:00 p.m.
2. An hour will be allotted for an unpaid lunch period.
3. The Fire Chief may, with the mutual consent of the affected employee, modify a typical day work schedule to an alternative schedule (e.g., four (4) ten-hour days per week or 9-80 schedule) if the Fire Chief determines such a change will better meet the needs of the City.

Training Captain

1. In addition to the schedule in Section 10 (C), the typical day shift for the Training Captain may be modified one (1) weekday per week for purposes of conducting weekly evening station drills, so long as the regular workday is a minimum of eight (8) consecutive hours.
2. The Training Captain may be required to work one Saturday per month for purposes of conducting the monthly "all-hands" drill. In such instance, the employee shall "flex" off a regularly scheduled shift within the same pay period. The Fire Chief or his/her designee must approve the flexed day. Additional weekend days worked within the month shall be compensated at the appropriate overtime rate.

3. Additional modifications to the Training Captain’s schedule may be necessary and must be mutually agreed upon between the employee, the Union, and the Fire Chief.

D. Assignment of Work

1. All times while on duty, an employee is subject to assignment of work.
2. Station maintenance work, however, shall typically be performed between 0800 and 1800 hours.
3. An hour shall typically be allowed for lunch, which shall be taken as a group meal generally between 1200 and 1300, unless delayed or interrupted by an emergency, work assignment, drill, or other department business need, in which case it shall be taken at a more convenient time.
4. Furthermore, a 15-minute work break shall be allowed at a convenient time in the morning and the afternoon.
5. Hours outside of 0800-1800 are typically not subject to assignment of work except for equipment readiness, emergency work and night drills.
6. Captains shall be allowed flexibility in organizing the daily schedule including but not limited to daily duties, station chores, and “soft-time”. For instance, the Captain may allow for “soft-time” during regular daytime hours (0800 – 1800) if a night drill is scheduled for that evening.
7. The purposes of “soft-time” are to ensure personnel are not fatigued and are physically ready to respond to emergencies.
8. All personnel shall remain in the appropriate uniform until 1900 hours, unless otherwise determined by the Captain.

E. Non-Scheduled Shift Hours and Days

In appropriate circumstances, the City may require unit employees to render service at hours and on days other than those in the employee’s regular or normal schedule. Refer to Section 7 (B).

F. Shift (24 hour) to Day (8 hour) Changes

A shift employee, absent other considerations, shall typically be changed to days for reasons associated with either light duty or providing/receiving training.

Such changes shall be for a limited time and, when reasonably possible, preceded by advance notice to the employee.

A change for training purposes shall be for not less than one (1) week.

G. Shift Duty Schedule

The work schedule for shift personnel shall consist of two (2) twenty-four (24) hour on-duty shifts within six- (6) day cycle to be worked in accordance with the following chart:

X = 24 hour on-duty period
 O = 24 hour off-duty period
 XXOOOOXXOOOOXXOOOOXXOOOO

1. The Fair Labor Standards Act (FLSA) cycle shall be a twenty-four (24) day cycle and shall consist of eight (8) twenty-four (24) hour periods.

2. Unit members shall be eligible for overtime in accordance with FLSA standards. At the present time, for employees on a twenty-four (24) day work cycle, the threshold is one hundred ninety-two (192) hours worked in a work cycle.
3. Personnel will be required to arrive at scheduled meetings, work details, and other events on time, with appropriate equipment, and in appropriate uniform.
4. No employee shall be allowed to work in excess of 96 consecutive hours. Any overtime or trade, in combination with a regularly scheduled duty day, which would lead to an employee exceeding this maximum, is not allowed.
5. The next period of work or shift shall not begin until the employee has had a minimum of twelve (12) hours off duty.
6. In case of an emergency, the Fire Chief or his/her designee may authorize the waiver of this maximum.
7. In the event of a non-emergency Department need, this maximum may be waived upon mutual agreement of the Fire Chief or his/her designee and the employee.
8. Employees shall be responsible to ensure that a combination of overtime and trades will not impact their ability to work their normally assigned shifts by creating a situation in which more than the maximum consecutive hours are scheduled.

H. Trade Time

Employees, with approval of the Fire Chief or his/her designee, may exchange shifts when the change does not interfere with the operation of the Fire Department. Shift trades shall be rank for rank or those employees on the appropriate promotional or eligibility list.

Shift trades and/or paybacks shall not place any financial burden on the City. Employees, and not the City, shall be responsible for record keeping and payback of shifts.

The City shall not be liable for the failure of any employee to pay back another employee for a shift trade.

The Company Officer and the command staff shall be notified of all trade time through the Fire Department electronic calendar.

I. Automated Tracking

As the appropriate technology becomes available, the City will meet and confer with the Union on related issues.

11. HOLIDAYS AND LEAVES

A. Holidays

56-Hour Schedule

1. Personnel assigned to a 56-hour schedule shall be provided with 133.5 hours of holiday pay per year.
2. Holiday pay shall be compensated by paying each employee 5.56 hours per semi-monthly pay period.

Non-Shift Schedule

The following days shall be paid holidays for all employees working 40-hour non-shift assignments:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day (Last Monday in May)

July 4th (Independence Day)

Labor Day (First Monday in September)

Veteran's Day (November 11th)

Thanksgiving Day (Fourth Thursday in November)

The day following (Thanksgiving Day)

Christmas Eve

Christmas Day

New Year's Eve (December 31st) (½ Day)

Whenever a holiday falls on a Sunday not scheduled as a regular workday, the following Monday shall be observed as the holiday.

Whenever a holiday falls on a Saturday not scheduled as a regular workday, the preceding Friday shall be observed as the holiday.

An employee must have been in paid status, receiving SDI or Worker's Compensation for the entire amount of regularly scheduled hours of the days immediately prior to and following a city holiday in order to be paid holiday pay.

B. Vacation

Vacation accrual

1. Vacation benefits begin to accrue from date of hire and are accrued based on the number of months of full-time City service, computed to the nearest month, in accordance with the following schedule:

<u>Length of Service</u>	<u>Monthly accrual in hours</u>
1-60 months	13.14
61-96 months	15.94
97-132 months	16.92
133 – 168 months	17.82
169 months on	20.62

2. Maximum Accrual

Employees may accrue up to a maximum of 471.22 hours at any one time during the calendar year. When an employee has accumulated 471.22 hours, vacation accrual will stop until his/her balance falls below 471.22 hours.

Employees will be notified when his/her vacation accrual reaches 415.22 hours.

It shall be the responsibility of the employee and the department head to assure that employees utilize credited vacation leave within the limitations set forth herein.

Employees may only accrue more than 471.22 hours of vacation if the employee and the manager have made a good faith effort to take/allow time to avoid reaching the accrual maximum.

3. Vacation Usage and Approval

The time during the calendar year at which an employee may take vacation shall be determined by the Fire Chief or his/her designee with due consideration given to the wishes of the employee and with particular regard for the needs of the City.

An employee wishing to schedule a vacation in excess of four (4) shifts must request approval of the Fire Chief at least ten (10) working days prior to the vacation time requested. The employee will receive a response within five (5) working days of submittal.

Vacation time, or any requested leave time requiring any combination of vacation, administrative leave, comp time, or holiday time which is in excess of four (4) shifts, shall be granted based on the City's ability to provide adequate service coverage during the employee's absence.

Employees may be approved for vacation requests in amounts less than one working day. Written requests for time off shall be answered in writing, with a stated reason for any vacation request, which is denied.

Requests for time off will not be unreasonably denied.

4. Vacation Cash Out on Termination

Any employee who terminates service with the City shall be entitled to cash payment for all accumulated vacation hours. Such payment shall be based on the employee's hourly wage at the time of termination. The hourly wage shall be determined by multiplying the employee's monthly salary by 12 and dividing the result by 2912.

Termination resulting from the death of an employee shall cause the vacation cash out to be paid to the estate of the employee.

5. Vacation Cash Out

Employees have the option to elect cash in lieu of accrual for up to one hundred and Twenty (120) hours of vacation leave twice every twelve (12) months provided all of the following criteria are met:

- An employee must have maintained a minimum balance of one hundred sixty (160) hours of accrued vacation for the previous twelve (12) month period.
- An employee must have used at least forty (40) hours of vacation for actual time off from work in the previous twelve (12) month period.

- An irrevocable election form for distributions in a given year must be received by payroll no later than December 31st of prior year.
- Vacation Cash Out requests shall be provided to payroll between November 1st and November 15th and will be paid out last pay period of November, or between June 1st and June 15th, and will be paid out the last pay period of June by separate payroll document whether traditional paper check or electronic direct deposit. Employees may request a cash out of vacation on an alternative date, subject to approval of the City Manager, so long as vacation cash out does not exceed twice per fiscal year.
- Vacation conversion requests shall not be unreasonably denied.

12. SICK LEAVE, BEREAVEMENT LEAVE, FAMILY LEAVE

A. Sick Leave

1. Sick Leave Defined

Sick leave shall be allowed and used only in case of actual personal sickness or disability, medical or dental treatment, or in case of an emergency illness in the immediate family. Immediate family shall mean the spouse, parent, child, brother, sister, or other close relative residing in the household of the employee.

Sick Leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. If the employee's sick leave is depleted, vacation, comp time and floating holidays shall be allowed, upon request of the employee in writing.

Sick leave will not be granted for illness during any leave of absence other than sick leave, with one exception: an illness or injury occurring while on vacation leave may be covered by sick leave when such illness or injury causes the employee to be hospitalized, or when a physician has certified the employee's physical disability or illness.

2. Accrual/Eligibility

A regular or probationary employee shall accrue sick leave at the rate of 11.2 hours per month, following completion of one month of service with the City, provided that the employee was in paid status for not less than 50 percent of the month.

There is no maximum accrual amount for sick leave.

In order to receive compensation while absent on sick leave the employee shall notify his/her supervisor at the beginning of the workday he/she is absent. The employee may be required by the department head, at the time he/she calls in sick, to provide a physician's certificate. Department heads shall only require a physician's certificate if abuse of sick leave is reasonably suspected.

However, when a forty (40) hour employee is absent due to illness or injury in excess of three (3) consecutive workdays or longer, a physician's certificate or a personal affidavit shall be required.

When a fifty-six (56) hour employee is absent due to illness or injury in excess of two (2) consecutive work days or longer, a physician's certificate or a personal affidavit shall be required.

Accumulated Sick Leave on Retirement:

- a. Accumulated sick leave may be used for the purpose of computing an employee's PERS retirement.
- b. At retirement, unused accumulated sick leave is converted to additional service credit at the rate specified by the prevailing PERS contract. There is no cost to the employee.

B. Bereavement Leave

An employee on a forty (40) hour work schedule may be granted up to three (3) days bereavement leave and an employee on a fifty-six (56) hour work schedule may be granted up to two (2) twenty-four (24) hour shifts for bereavement leave by the department head in the event of a death in the employee's family.

For the purpose of this section only, the employee's family shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, or a close relative residing in the household of the employee.

Requests for bereavement leave in excess of three (3) days or two (2) twenty-four (24) hour shifts shall be subject to approval of the City Manager and will be charged to accumulated leave.

C. Family Leave

Each regular full time employee having completed a minimum of one year of continuous employment to the City may request a family care "leave of absence" as provided for in the California Family Rights Act of 1991 and the Federal Family and Medical Act of 1993.

Family is defined as an employee's child (biological, adopted, foster, stepchild or legal ward under the age of eighteen), or legal spouse as defined in Civil Code section 4100.

A serious health condition is defined as an illness, injury, impairment or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either one of the following:

1. In-patient care in a hospital, hospice or residential care facility; or
2. Continuing treatment or continuing supervision by a health care provider

The request may be granted, but will not exceed twelve (12) workweeks in a twelve (12) month period. The twelve-month period will commence on the first day the leave begins. The leave will be an unpaid leave.

Medical benefits, dental benefits, life insurance benefits and retirement benefits will continue. Other benefits, such as vacation time, sick leave time, etc. will not accrue during the period of leave.

The following provisions will apply to fire personnel in addition to that required by the FMLA.

1. The City will allow the utilization of paid or unpaid time during the leave and this shall be the choice of the employee, with the exception that employees shall be required to first use all sick leave accrued that is in excess of 112 hours.
2. Seniority for all purposes will continue during the FMLA leave, up to a maximum of forty-five (45) days for unpaid leave. The maximum shall be sixty (60) days if the leave is taken in combination with paid time.

3. In addition to immediate family, grandparents, grandchildren and parents-in-law, are covered as reasons for requesting FMLA leave.

D. Other Leaves

1. Leave of Absence Without Pay

Leave of absence without pay may be granted by the Human Resources Manager upon recommendation of the department head.

No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. All requests shall be evaluated on the basis of personal need, duration, and work requirements.

Any leave of absence without pay lasting more than fourteen (14) calendar days shall preclude an employee from accruing leave time and other benefits after day fourteen (14), except as outlined in the Family Leave policy.

2. Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. All employees applying for military leave shall give the department head, within the limits of military regulations, an opportunity to determine when such leave shall be taken.

Employees may use compensatory time and vacation time for mandatory drills scheduled during the employee's normal shift or work hours.

3. Jury Duty Leave and Court Appearances

Regular and probationary employees who are summoned to serve on jury duty shall be entitled to a leave of absence with pay while serving provided the fees, except mileage or substance, are remitted to the City.

Employees who are required to appear and testify in court shall suffer no loss of pay for such appearances if such appearance relates to matters arising out of their official duty as employees of the City.

All employees shall be entitled to leave of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from a governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Any employee whose name shall be selected from a list of jurors to serve as a juror in a civil or criminal action pending in a State or Federal court convening in the State of California, shall be entitled to a leave of absence for all his/her regularly scheduled shifts during the court days of such service; provided, however, that the employee shall report to work if released from jury service prior to 1700 hours and does not have to report to jury service the following day.

Such leave of absence shall be granted with pay up to the amount of the difference between the employee's regular earnings in the amount he/she receives for jury or witness fees with the exception of any mileage allowance, which shall be retained by the employee. Such leaves of absence shall not be charged against the employees sick or vacation leave.

13. FILLING VACANCIES

A. Job Announcements

All job announcements, job vacancies and recruitments shall be posted on a bulletin board and shall specify at least the major job responsibilities and desirable qualifications, and the selection process options of the City.

Job announcements shall be posted on appropriate bulletin boards in City facilities at least ten (10) working days prior to the final filing date, which date shall be printed on the job announcement.

Recruitment methods shall be utilized as necessary to ensure that segments of the labor market available to the City are utilized.

B. Examinations

The selection of techniques used in the examination process shall be impartial, of a practical nature and shall relate to those subjects, which are related to the duties and responsibilities of the position.

The examination may consist of evaluation of personality and background through written tests, oral interviews, performance tests, medical examinations and other job related tests or combination thereof. The methodology of examination shall be included in the job announcement.

Examinations may be open or promotional at the discretion of the Human Resources Manager who shall consider the recommendation of the department head.

Employees may take part in the examination process on City time.

C. Notification of Results and Appeal Rights

Applicants who meet the requirements for admission to the eligibility list must be notified that they have achieved minimum rank. In addition, each non-selected applicant must be given notice of non-selection, including general reasons, requirements for admission to eligibility and appeal rights available.

Employees shall have five working days to appeal his/her non-selection to the City Manager. The City agrees to make no appointment from the eligible list until the City Manager has made a decision on the appeal.

The City will take reasonable steps for notification of applicants, including mailing such notice to the last known address. Each candidate in an examination shall be given notice of the results within a reasonable amount of time.

An applicant may review the materials related to testing, including answer sheets and test copies, except in cases where tests are of a stock or form nature and when contracts prohibit such reviews.

D. Eligibility List

An eligibility list shall be established following the examinations to determine the names of applicants who have achieved minimum rank. Such applicants shall be deemed as qualified for appointments pending further review by the appointing authority and other qualifying procedures, including reference checks, medical examinations and background investigations.

Eligibility lists shall be valid and in effect for a period of six (6) months up to a maximum of one (1) year, at the discretion of the Human Resources Manager. Eligibility lists shall be certified by the Human Resources Manager.

If a department head does not feel an appointment from the list would be in the best interest of the City, the department head may request the abolishment of the list and establishment of a new list.

Eligibility lists may be merged in a continuous or separate recruitment.

Names may be dropped from the list if unable to be located, if a request is made by the person on the list to be dropped, or, in the case of a promotional list, if the employee resigns from City employment.

E. Re-Employment

With the approval of the appointing authority and the Human Resources Manager, a regular or probationary employee who has completed at least six months of probationary service, and who has resigned with a good record and in good standing, may be reinstated to the former position, if vacant, or to a vacant position in the same or a comparable class within one year from the date of resignation.

No credit for former employment shall be granted in computing salary, vacation, sick leave or other benefits, including seniority, without the specific recommendation of the appointing authority and the approval of the Human Resources Manager.

Retirement benefits shall be subject to applicable PERS regulations.

F. Transfers

1. Employee Requested Transfers

New employees who have completed their probationary status in their current position may apply for a transfer. All other employees who have worked a minimum of six (6) months in their current position may apply for a transfer.

A request may be submitted only when a vacancy exists.

Vacancies shall be posted as a "Job Announcement" and shall state that transfer requests will be accepted, along with written filing deadlines and a ten (10) working day minimum posting requirement.

The employee's request for transfer will be considered on the basis of the employee's qualifications for the vacant position, the employee's best interest, and the best interest of the City.

2. Employer Initiated Transfers

The City reserves the right to transfer its employees from one position to another or one department to another, if the transfer is necessary for the purpose of economy or efficiency.

The City agrees to meet and confer with the Union prior to making a decision to initiate a transfer. The City further agrees to notify the employee at least ten (10) calendar days in advance of the effective date of the transfer.

3. Conditions for Transfer

An employee who does not possess the minimum qualifications for an open position shall not be transferred to that position.

A qualified employee may be transferred, provided the transfer has been approved by the employee's supervisor, the gaining supervisor and the Human Resources Manager.

G. Personnel Assignments

A "Bid System" shall be utilized to assist with personnel assignments to platoon, station and apparatus. The department seniority system shall be used unless mutually agreed upon by the Union and the City.

The Fire Chief will select the personnel for Training Officer and any other specialized positions mutually agreed upon prior to the bidding process. The Fire Chief may solicit personnel for special positions.

The bidding process shall be carried out in the following order:

Captains

Engineers

Firefighters

Bids for platoon, station, and apparatus assignments shall be for two (2) year terms.

The Union agrees that all bids will be at no cost to the City.

Mutual trades shall be allowed when two parties agree to change platoons with approval from the Fire Chief.

Probationary employees shall be assigned by the Fire Chief. Probationary employees shall be rotated at six (6) month intervals.

All mid-term bids for vacancies are subject to the Fire Chiefs approval.

1. When the department is notified of a pending vacancy, all personnel shall be notified of the vacancy via text message and posting at each station.
2. This notification will take place during the shift that follows the shift in which the vacancy occurs.
3. This notification will occur at, or about, 0900 hours when feasible.
4. All those interested in the vacant position shall notify the Operations Chief, in writing within ninety-six (96) hours of the vacancy's posting.
5. The bidding priority shall be by seniority within the classification being bid on.

The Bid System shall be dynamic. Any bid system procedural changes shall be mutually agreed to by the Union and City.

14. PERFORMANCE EVALUATIONS

The intent of the performance evaluation is to inform the employee of the rater's opinion of the job done by the employee. The evaluation and PAF shall be completed (initial evaluation, PAF, employee comments, possible revisions) no later than fourteen (14) days after the employee's anniversary date and shall not cover more than one year.

The employee will be notified if he/she is to be evaluated for a shorter time period and in advance of when the shorter time period begins. The evaluation must be discussed with the employee by the rater. The rater shall consider any comments made by the employee and may change the evaluation as a result of such discussion.

The employee shall be given the opportunity to sign the evaluation and shall have the right to submit a written rebuttal to the evaluation, in accordance with the Firefighter Bill of Rights. It is understood that performance deficiencies will be addressed timely with the intent of correcting said deficiencies.

15. PROBATIONARY STATUS

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing an employee's work for securing the most effective adjustment of a new employee to his/her position and for rejecting any probationary employee whose performance does not meet the acceptable standards of work.

A. Original Appointments

1. Original appointments to a position within the classified service shall be subject to a probationary period of no less than one (1) year
2. The probationary period may be extended with the approval of the City Manager for a period not to exceed an additional six (6) months.
3. Failure to notify an employee in writing within one (1) year of his/her initial hire date regarding the employee's permanent status or rejection/extension of probation will automatically result in the granting of permanent status.

B. Promotional Appointments

1. Promotional appointments shall be subject to a probationary period of twelve (12) months and may be extended by the department head for not more than three (3) months with the approval of the City Manager.
2. Failure to notify an employee in writing within twelve (12) months of appointment of rejection/extension of probation will automatically result in the employee receiving permanent status in the new position.

C. Return Rights

Promoted employees have the right to return to their former position at any time during the first month following appointment to the position.

D. Probation Extension for Absences

In the event of illness or injury requiring absence from work, the number of days absent in excess of ten (10) days shall be added to the length of the probationary period for both original and promotional probation.

E. Rejection of Probation

1. An employee may be rejected at any time during the probationary period by the City Manager without cause and without the right to appeal or to submit a grievance.
2. An employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted or to a comparable position, at no less than the rate of pay received prior to the promotion, unless charges are filed and he/she is discharged in the manner provided in Chapter 11 of the Personnel Policies.

F. Probation Employee Reviews

1. All probationary employees shall receive a collective written performance evaluation from all Appropriate officer rank.

16. GRIEVANCE PROCEDURE/DEFINITIONS

A. Grievance

A grievance shall be a written notice, filed in a timely manner, by an employee on his/her own behalf, or by the Union on behalf of one or more employees, contending that the City has violated or misapplied a term or condition of employment expressed in State law, Federal law, Memorandum of Understanding or expressed and/or written in the Personnel Rules and Regulations of the City.

B. Complaint

A complaint is defined as an employee allegation of a violation, which is not defined as a grievance or not subject to the harassment procedure.

Complaints shall be handled the same as grievances except that there is no appeal beyond the department level.

C. Representation

At each step of the grievance procedure, the employee(s) may be represented by a representative of his/her choosing.

D. Time Frames

The time frames established in the grievance procedure may be extended by mutual agreement of the employee or his/her representative and the City.

A grievance shall be barred and not considered if based upon a condition or event which occurred or existed more than fifteen (15) calendar days prior to the date on which the grievance occurs.

E. Notification

A grievance at step 2 in section F of this article shall be submitted in writing and shall include at a minimum:

Nature of the grievance

Date when the incident occurred

Description of the incident

Rule violated

F. Steps in the Grievance Procedure - If the supervisory position is vacant the corresponding step may be bypassed.

1. First Step- Informal Discussion

Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within fifteen (15) calendar days of the occurrence causing the alleged grievance.

The immediate supervisor shall inform the employee verbally of his/her decision within five (5) working days of the initial discussion.

If the employee is not satisfied with the verbal response of the immediate supervisor, he/she may proceed to the next step.

2. Second Step-Immediate Supervisor (*Battalion Chief*)

If the grievance is not satisfactorily resolved in the first step, the grievance may be submitted in writing to the employee's immediate supervisor within seven (7) calendar days of the immediate supervisor's response in the first step.

An attempt shall be made to resolve the grievance between the employee and his/her designated representative, if any, and the immediate supervisor.

The supervisor shall deliver a written answer within seven (7) calendar days of submission of the written grievance.

3. Third Step-Intermediate Supervisor (*Division Chief of Operations*)

If the grievance is not satisfactorily resolved in the second step, the grievance may be submitted to the immediate supervisor's supervisor, if any within the department's organization, within seven (7) calendar days after the immediate supervisor's answer is received by the employee.

After an attempt to resolve the grievance between the employee and his/her designated representative, if any, and the intermediate supervisor, if any, the intermediate supervisor shall deliver a written answer within seven (7) calendar days after submission of the grievance.

If there is no intermediate supervisor, the grievance shall go directly to the department head.

4. Fourth Step-Department Head (*Fire Chief*)

If the grievance is not satisfactorily resolved in the second or third step, it may be submitted in writing to the employee's department head within seven (7) calendar days after the immediate or intermediate supervisor's answer is received by the employee.

The department head shall meet with the employee and his/her designated representative, if any, within fifteen (15) calendar days after submission of the grievance to the department head.

The department head shall review the grievance and may affirm, reverse or modify the disposition made at the second and/or third step.

The department head's answer shall be delivered in writing to the employee within seven (7) calendar days after the aforementioned meeting.

5. Fifth Step-City Manager

If the grievance is not satisfactorily resolved in the fourth step, the employee may appeal the decision of the department head to the City Manager.

The appeal must be in writing and submitted within ten (10) calendar days of receiving the department head's decision.

At the option of the employee, the grievance may be submitted directly to the City Manager or to an impartial arbitrator who shall render an advisory opinion the City Manager.

The employee's written appeal shall specify which option is to be utilized.

a. Appeal to City Manager

Within fifteen (15) calendar days of submission of the grievance to the City Manager, the City Manager shall meet with the employee and his/her designated representative, if any, and other appropriate persons to assess the grievance.

The City Manager may affirm, reverse or modify the disposition of the grievance.

The City Manager shall deliver a written decision to the employee within seven (7) calendar days after the aforementioned meeting.

This decision shall be final and binding on all parties.

b. **Appeal to Impartial Arbitrator for Advisory Opinion**

If an employee elects to use an impartial arbitrator, the arbitrator shall be selected jointly by the employee and his/her designated representative, if any, and the City.

The arbitrator shall hold a hearing on the merits of the grievance and shall consider evidence from all parties concerned.

The arbitrator shall submit a written advisory opinion to the City Manager.

Upon receipt of advisory opinion, the City Manager shall proceed as stated in "Appeal to City Manager" above, for a final and binding decision.

The cost of the arbitrator shall be borne equally by the employee and the City.

17. DISCIPLINARY PROCEDURES

A. Application

The appointing authority shall apply necessary and appropriate disciplinary action whenever an employee fails to meet the required standards of conduct or performance.

Discipline is the enforcement of conformity to policies, rules and regulations and other administrative or legal requirements or practices designed to maintain a standard of cooperation and conduct necessary to carry out the service mission of the City organization successfully.

The disciplinary action, when taken, shall be documented in such a manner as to be defensible at review and/or upon filing of a grievance or appeal by the disciplined employee.

The concept of progressive discipline shall govern the imposition of discipline.

No employee shall be disciplined or discharged without just cause.

B. Types of Actions

1. Verbal Counseling

In the event that the appointing authority determines that a deficiency in performance or conduct is not of sufficient magnitude to warrant a more formal disciplinary action, an oral counseling may be given to the employee, which should include examples of corrective actions which should be taken to improve performance or conduct in question.

A confidential, written record shall be made of such conferences with a copy provided to the employee.

This written record may not be used against an employee to determine the severity of future discipline.

An employee may request the Fire Chief to remove and permanently destroy the written record from his/her personal file after the written record has been in the file for two (2) years.

2. Disciplinary actions include written reprimands, suspensions, demotions and dismissal as defined below:

a. Written Reprimands

A written statement from the appointing authority to a subordinate of an action, which meets any of the grounds for disciplinary action listed in these rules.

After verbal consultation, an official notification in writing by the appointing authority to the employee stating the cause(s) for dissatisfaction with his/her services and that further disciplinary measures may be taken if the cause is not corrected.

Said written record may not be used against an employee to determine the severity of future discipline if no further written reprimands are received within two (2) years of the initial written reprimand.

An employee may request the Fire Chief to remove and permanently destroy the written reprimand from his/her personnel file after the written reprimand has been in the file for two (2) years.

b. Suspension

The temporary separation of the employee from City service without pay, for disciplinary purposes and not to exceed thirty (30) calendar days in any one calendar year.

c. Demotion

A change in employment status resulting in a lower rate of pay.

A demotion may involve movement from one salary step to a lower step or from a position in one class to a position in a lower paid class.

d. Dismissal

The discharge of an employee from City service for disciplinary purposes by the appointing authority.

C. Causes for Disciplinary Action

The causes for disciplinary action include, but are not limited to, the following:

1. Insubordination, which shall consist of violation of any official regulation or order or failure to obey any proper directions made and given by a supervisor in the course of employment.
2. Incompetency, inability or failure to perform the duties required by the position, as well as willful neglect of official duty.
3. Gross carelessness in the discharge of assigned duties.
4. Substance abuse or consumption of alcoholic beverages during working hours or reporting to work in a state of intoxication.
5. Misconduct in office or employment.
6. Presentation or use of known false information in any manner to commit or attempt to commit fraud, or the falsification or unauthorized alteration of City documents or records.
7. Repeated tardiness, excessive absences, absence without leave, or the improper or unauthorized use of leave privileges or benefits.
8. Gambling for money or articles of value during the working day.

9. Careless, negligent, improper and unauthorized use of City equipment, property or funds for private or personal purposes.
10. Unauthorized discussion or release of confidential informational documents or records.
11. Violation of the Personnel Ordinance or rules and regulations or a promulgated department rule, regulation or policy.
12. Unlawful use, sale, or possession of narcotics or habit-forming drugs, which impair job performance, except as prescribed by a licensed physician.
13. Refusal or failure to promptly or properly report an injury or disability arising from or in the course of employment.
14. Engaging in unauthorized or incompatible employment elsewhere, or engaging in political activities during working hours.
15. Dishonesty.
16. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
17. Immorality.
18. Discourteous treatment of the public or other employees.
19. Repeated violation of safety procedures
20. Other failure of good behavior either during or outside of duty hours which is of such a nature that causes discredit to the City.
21. Refusal to take or subscribe to any oath or affirmation, which is required by law in connection with employment.

D. Disciplinary Procedures

The City shall abide by the Firefighter Bill of Rights (FBOR) when administering discipline.

When a permanent employee is to be suspended, demoted or dismissed a written notice of the proposed action is to be prepared by the appointing authority, reviewed by the Human Resources Manager, and then delivered to the employee in person or by certified mail, with a timely copy provided to the Union (including notice of positive drug or alcohol tests). The written notice shall include:

1. The reasons for the proposed action.
2. The charges being considered.
3. The proposed disciplinary action to be taken.
4. A statement advising that before the proposed disciplinary action takes effect the employee may request, in writing, to meet with the department head to respond to the proposed disciplinary action. The employee shall have seven (7) calendar days from the date the proposed disciplinary action is received to request this meeting.

All charges filed against a permanent employee shall be documented in clear and concise language.

The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and if practicable, the employee shall be supplied a copy of the documents.

The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

E. Notification of Decision

Within fifteen (15) calendar days after the employee has had the opportunity to respond, the appointing authority shall notify the employee of any disciplinary action to be taken and the effective date.

F. Appeal of Decision

The employee may appeal the decision within seven (7) calendar days of receiving the notification of disciplinary action.

The appeal may be made directly to the City Manager or an impartial arbitrator may be utilized to provide an advisory opinion to the City Manager.

The appeal letter to the City Manager must specify whether the appeal is to be heard by the City Manager or the arbitrator.

Advisory arbitration is an option only if the intended discipline is a suspension of greater than fifteen (15) calendar days, a demotion or a termination.

1. Advisory Arbitration

The impartial arbitrator shall be selected by the employee and designated representative and the City. The cost of the arbitrator, if any, shall be borne equally by the employee and the City.

The arbitrator shall submit a written advisory opinion to the City Manager who shall make the final and binding decision to sustain, revoke or modify the decision of the appointing authority within ten (10) calendar days of the receipt of the advisory opinion.

2. City Manager

An employee may submit the appeal directly to the City Manager.

Within fifteen (15) calendar days following conclusion of the hearing as specified hereafter, the City Manager shall make the final and binding decision to sustain, revoke or modify the decision of the appointing authority who took the disciplinary action against the employee.

3. City Council

Pursuant to the opinion of City Counsel, should the City Manager be disqualified from holding a hearing and/or rendering a final and binding decision, an advisory arbitrator shall be utilized.

The arbitrator's advisory written opinion shall be given to the City Council for final decision. The Council shall consider the case at its next regularly scheduled meeting.

G. Hearing

The City Manager or arbitrator shall conduct a hearing on an appeal filed in accordance with Section F. The date for the hearing shall be scheduled within twenty days of receipt of the employee's request, as provided above, to commence as soon as can be expeditiously arranged.

Written notice of the time and place of the hearing shall be given to the appellant.

The hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code.

The affected employee (appellant) may be represented by an attorney or other representative of his/her choosing. Each party shall be given a reasonable opportunity to be heard on relevant issues, including the right to cross-examine witness.

Compliance with the technical rules of evidence applied in the courts shall not be required. Oral evidence shall be taken only on oath or affirmation.

Hearsay evidence is admissible but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Immaterial, irrelevant, or unduly repetitious evidence may be excluded.

The rules of privilege shall apply.

If appellant does not testify on his/her own behalf, he/she may be called and examined as if under cross-examination.

H. Failure of Employee to Appear at Hearing

Failure of the appellant to appear at the hearing without sufficient cause shall be deemed a withdrawal of the appeal and the action of the City Manager or department head shall be final.

I. Temporary Absence with Pay

Notwithstanding the provisions of this section, upon the recommendation of the appointing authority, the City Manager may approve the temporary assignment of an employee to the status of absent with pay pending conduct or completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken.

Such status maybe conditioned such that the employee remain available and in daily telephone contact with the employer.

18. SENIORITY

Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken only by resignation, discharge for cause, and retirement.

Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligibility on the Hiring List.

Seniority shall prevail with respect to the choosing of vacations and such other matters within the jurisdiction of the MOU.

For the purposes of station and shift bidding, seniority within the rank classification (regardless if paramedic) shall prevail.

The City will annually provide a current alphabetical seniority list to the Union. Seniority as it relates to layoffs is discussed in section 19: LAYOFF PROCEDURE of this MOU.

19. LAYOFF PROCEDURE

A. Conditions for Layoff

The City Manager, with the concurrence of the City Council, may abolish any position or employment because of material change in duties and organization, or shortage of work or funds.

The employee holding such position of employment may be laid off without disciplinary action and without the right of appeal.

No regular employee shall be laid off until all temporary and probationary employees holding positions in the same class in the department assigned or the class in which the position is to be abolished have been laid off.

B. Notice of Layoff

Employees to be laid off shall be given at least twenty-one (21) calendar days' notice in writing.

Such notice shall be delivered in person or by certified mail.

Employees subject to this notice shall have seven (7) calendar days to respond to their options as listed in this procedure.

C. Order of Layoff

In an affected class, employee shall be laid off in reverse order of seniority and in consideration of performance as defined below.

Seniority is determined by total amount of full-time service with the City.

Seniority shall be reduced for the purpose of the layoff procedure only, by the amount of time for which an employee received a performance evaluation evidencing an over-all performance of less than standard.

In the event two (2) or more employees have equal seniority in the affected class, such ties shall be broken on the basis of the last three (3) performance evaluations reports in that class, as determined by the City Manager.

D. Bumping Rights

An employee who is subject to layoff as a result of this procedure shall have the following rights:

1. Bump an employee with less seniority in a lower class.
2. Bump an employee with less seniority in a lower class previously held, if the class had been held within one (1) year of receiving the layoff notice.
3. This bump right is subject to the employee's last evaluation in the prior class being satisfactory or above.
4. To retain the new position, the employee must bring any single area of the last evaluation in the previous position which was below satisfactory to satisfactory or above within three (3) months.
5. Demote to a vacant position in a class previously held, if the class had been held within one (1) year of receiving the layoff notice.

This right is subject to the employee's last evaluation in the prior class being satisfactory or above within three months.

6. Accept the layoff and be placed on the Re-Employment List.
7. Any employee subject to layoff as a result of the bumping rights listed herein shall, in turn, be given the same bumping rights.

E. Re-Employment List

The names of persons laid off in accordance with these rules shall be entered on a re-employment list for one (1) year, except that persons appointed to permanent positions shall, upon such appointment, be dropped from the list.

Vacancies, which occur within one (1) year of layoff, will be offered to employees on the re-employment list in the same order in which he/she was laid off. Employees, who are qualified, pursuant to the same rules by which they were laid off, shall be offered vacancies as they occur.

It shall be the responsibility of the employee on a re-employment list to keep the City informed of his/her current address, telephone number and availability for work.

1. Notice of the opportunity of employment shall be mailed to the employee's last known address.
2. The employee shall have seven (7) calendar days from the date of receipt to respond to the employment opportunity.

20. UNIFORM PROVISION

A. Uniforms

The City agrees to pay each regularly employed firefighter, engineer, and captain covered by this agreement, an annual uniform allowance of \$925. The uniform allowance is to provide for all costs for uniform care including alterations, cleaning, repair, purchase and replacement of duty uniform clothing, and uniform-related accessories. The City shall report Uniform Allowance to the California Public Employees' Retirement System (CalPERS) on a per pay period basis in accordance with the Public Employees' Retirement Law (PERL) and applicable regulations.

Uniforms damaged in the line of duty may be replaced by the department upon proper application through departmental procedures.

All uniform and uniform-related items worn are to be approved and recognized by the department as proper duty uniform pieces.

It is understood by both parties to this agreement that employees are responsible to purchase additional uniforms or other authorized non-specific items which relate to the employee's current position from their uniform allowance.

All amounts spent for uniform items in excess of the stated uniform allowance are the responsibility of the employee.

B. The City agrees to provide new employees at the time of appointment, the following:

One (1) Department approved ball cap style hat

One (1) Department approved beanie cap

Two (2) Class B shirts (one short and one long sleeve)

One (1) Department polo shirt

Three (3) Class B uniform pants

One (1) pair BDU style pants

One (1) pair BDU style duty shorts

Four (4) Department approved duty T-shirts (3 short sleeve & 1 long sleeve)

One (1) pair Department approved PT shorts

One (1) black leather uniform belt with Department buckle

One (1) pair authorized station boots

One (1) authorized job shirt (collard sweatshirt)

One (1) Class B jacket approved by the Chief

One (1) EMS Bio jacket

Two (2) rank appropriate duty badges

Two (2) name badges

Three (3) rank appropriate pass tags

C. Upon execution of this agreement, the City shall furnish all employees hired prior to January 1, 2013, with a second badge and name badge listed above.

D. After completion of the probationary period, City will pay ½ of the cost for each new hire to purchase a full Class A uniform. Such uniform shall be consistent with the current Class A uniform standards approved by the department head or designee.

E. If an employee loses or damages any items listed above due to negligence it will be at the employee's expense to replace these items.

F. The uniform allowance will be paid in payments of equal amounts on each paycheck. The first payment for new employees will commence the first pay period following their one-year anniversary.

G. The City shall furnish all forms of personal protective clothing that may be required as a condition of employment by the City and/or State, Federal, or local safety laws, standards, rules, and regulations, and shall be applicable to all work covered by this Agreement.

H. The City shall furnish each employee with a complete set of personal protective clothing provided for use and required to be worn during certain incidents.

1. Structure turnouts consist of:

Structure helmet (black with county standardized rank appropriate tetrahedron and leather shield)

Two turnout coats with liner

Two turnout pants with liner

Suspenders

Leather structure turnout boots

Structure gloves

Eye protection (goggles)

Two Nomex hoods

One (1) second stage regulator for SCBA mask

2. Wildland turnouts consist of:

Wildland helmet with shroud

Two (2) Wildland jackets

Two (2) Wildland pants

Wildland boots (lug soled with composite shank)

Wildland Gloves

Eye protection (goggles)

21. TUITION REIMBURSEMENT

Regular employees may be eligible to receive up to one thousand dollars (\$1,000.00) each fiscal year towards tuition reimbursement for educational purposes, which tend to improve their ability to accomplish their city jobs, subject to approval of the City Manager or his/her designee.

For reimbursement of tuition expenses, employees must maintain at least a “B” average for those courses graded on the A, B, C, D, F scale.

For reimbursement for certificated State Fire Marshal Courses, employees must receive a passing score.

An official transcript of course(s) completed or a copy of the certificate earned must be submitted with the request for reimbursement.

22. OUTSIDE EMPLOYMENT

Employees shall not engage in outside employment or business activities, which involve such hours of work or physical effort that it would or could be reasonably expected to reduce the quality or quantity of such person’s services to the City.

Employees shall not be engaged in any outside employment that involves the performance by them of any work, which will come before them as officers or employees of the City, or under their supervision, for approval or inspection.

Employees shall not accept employment that is in conflict with provisions of Government Code Section 97000 (Conflict of Interest). Before accepting outside employment, an employee must first obtain approval from his/her Department Head.

The employee shall submit a statement to the Department head naming the prospective employer, his/her address and telephone number, and outlining the proposed duties and the hours of work. Approval may be denied if, in the opinion of the Department head, such outside employment is incompatible with the proper discharge of the employee’s official duties and/or constitutes a conflict of interest. All such approvals shall be resubmitted prior to January 10, each year to maintain a valid continuous authorization.

Authorization for outside employment is automatically terminated whenever the outside employer and/or nature of outside employment changes from that specified on the request for outside employment approval.

When such a change occurs, employees shall apply for a new approval for outside employment as provided herein.

With approval of the City Manager and Department head, employees may be employed or conduct business outside City employment consistent with the limitations above.

Employees shall not make decisions nor participate in decisions affecting projects sponsored in whole or in part by people or companies they have contracted or subcontracted with. Employees shall not make decisions or participate in decisions concerning projects sponsored (in whole or in part) by people they have worked for within the past 12 months, are currently working for, or anticipate working for in the future.

23. FAIR EMPLOYMENT PRACTICE

The City of Patterson assures any technique or procedure used in recruitment and selection of employees shall be designated to measure only the job-related qualifications of applicants.

No recruitment or selection technique shall be used which, in the opinion of the Human Resources Manager, is not justifiably linked to successful job performance.

It is the policy of the City that no technique, procedure or policy in recruitment and selection shall be discriminatory to any group protected by state or federal legislation.

24. NON-DISCRIMINATION POLICY

The City shall offer equal employment to all persons without regard to race, creed, color, ancestry, sex, sexual orientation, age, gender, gender identity, gender expression, genetic information, national origin, religion, physical or mental disability, medical condition, marital status or veteran's status.

No applicant is to be discriminated against or given preference because of these factors.

This policy is intended to apply to recruiting, hiring, promotions, upgrading, layoffs, compensation, benefits, termination and all other privileges, terms and conditions of employment.

25. SEVERABILITY

If any part of this contract is found to be unlawful or invalid, the remainder of the contract will remain in force.

The parties agree to meet and confer over substitute language for the invalidated portion.

26. PAST PRACTICES

The City agrees that practices and policies not changed by this agreement will continue during the term of the contract.

MEMORANDUM OF UNDERSTANDING

Between
THE CITY OF PATTERSON

And

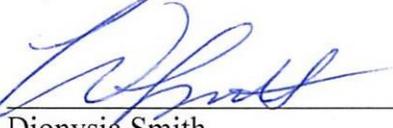
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4577 PATTERSON
FIREFIGHTERS ASSOCIATION

Pursuant to the Personnel Rules and Regulations of the City of Patterson and Section 3500 et seq of the Government Code, the duly authorized representatives of the City and IAFF 4577, having met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

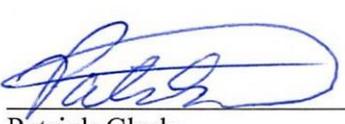
FOR THE CITY:



Ken Irwin
City Manager



Dionysia Smith
Human Resources Director



Patrick Clark
Chief Labor Negotiator

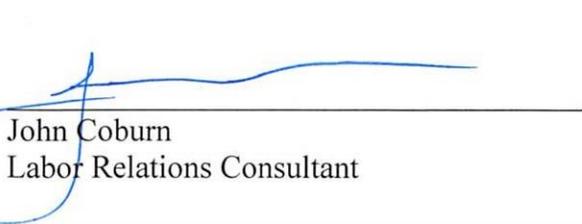
FOR THE UNION:



Michael McLaughlin
President



Joe Winters
Vice President



John Coburn
Labor Relations Consultant