

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REDWOOD CITY**

**AND**

**SAN MATEO COUNTY FIRE FIGHTERS**

**INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS**

**LOCAL 2400**

**JANUARY 1, 2014 - DECEMBER 31, 2017**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF REDWOOD CITY  
AND  
SAN MATEO COUNTY FIRE FIGHTERS,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 2400**

This Memorandum of Understanding (hereinafter MOU) is entered into pursuant to the provisions of Section 3500 et. seq. of the Government Code of the State of California.

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

This MOU shall be presented to the City Council of the City of Redwood City as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing January 1, 2014, and ending December 31, 2017.

**SECTION 1 - RECOGNITION**

**1.1 Union Recognition**

San Mateo County Fire Fighters, International Association of Fire Fighters Local 2400, hereinafter referred to as "the Union", has been recognized as the Majority Representative, pursuant to the Employer-Employee Relations Resolution of the City adopted August 7, 1972, for the permanent full-time employees assigned to the classes set forth in this MOU. This unit of employees shall for the purposes of identification be titled the "Fire Unit."

**1.2 Employer Recognition**

The City Manager is the representative of the City of Redwood City, hereinafter referred to as "the City," in employer-employee relations pursuant to the Employer-Employee Relations Resolution of the City adopted August 7, 1972.

## **SECTION 2 – EEO/AA**

### **2.1 Discrimination**

There shall be no discrimination because of race, creed, color, national origin, sex, disability (unless that disability prevents the person from meeting the minimum standards established for the relevant classification), or legitimate employee organization activities against any employee or applicant for employment by the Union or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age.

### **2.2 Americans with Disabilities Act**

The City and the Union agree to abide by the provisions of the Americans With Disabilities Act (ADA). Should the City need to change any current practice or policy to comply with the provisions of the ADA, the City shall provide the Union with advance notification per Section 3.4 of the MOU. Such notification shall be accompanied by appropriate legal memoranda and supporting legal documentation stating the basis necessitating the change.

## **SECTION 3 – UNION SECURITY**

### **3.1 Agency Fee**

#### **3.1.1 Employee Rights**

3.1.1.1 The City and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

3.1.1.2 Accordingly, membership in the Union shall not be compulsory. An employee has the right to choose, either: to become a member of the Union; or, to pay to the Union a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 3.1.6.1 below.

#### **3.1.2 Unit Member's Obligation to Exclusive Representation**

An employee who does not fall within the exempted category as set forth in Section 3.1.6.1 below, and who has not voluntarily made application for membership in the Union within the forty-fifth (45th)

day following either the date upon which this MOU is executed or the date upon which said employee was formally hired by the City as a bargaining unit employee, whichever date is later, must as a condition of employment in the City pay annually to the Union an agency fee, in exchange for representation services necessarily performed by the Union in its capacity as the exclusive bargaining agent.

3.1.3 Definition of Agency Fee

The agency fee collected from non-Union bargaining unit employees pursuant to Section 3.1.2 of this MOU shall be limited to the Union's (local, state, and national) annual dues for representing such employees.

3.1.4 Exceptions

Exceptions to Section 3.1.3 shall be as follows: Part-time, non-exempt bargaining unit employees shall pay a pro-rated agency fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee.

3.1.5 Annual Verification of Agency Fee by Union

At least sixty (60) days prior to the collection of an agency fee from any employee pursuant to these provisions, the Union shall submit to the City a detailed written financial report of its financial transactions in the form of a balance sheet and an operating statement, certified as to accuracy by the Union's Executive Secretary. The Union may substitute the financial reports required under Section 3546.5 of the Labor-Management Disclosure Act of 1959 to satisfy the financial reporting requirement of this Section. Each year such reports shall be verified and submitted in writing to the City by the Union within sixty (60) days of July 1.

3.1.6 Employees Exempted from Obligation to Pay Union

3.1.6.1 Any unit member shall be exempted from the requirements of Section 3.1.2 above if such employee is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations.

3.1.6.2 Such exempt employee shall, as an alternative to payment of an agency fee to the Union, pay an amount equivalent to such agency fee to either:

- 3.1.6.2.1 The American Cancer Society;
- 3.1.6.2.2 The American Heart Association;
- 3.1.6.2.3 The Sickle Cell Anemia Research and Education, Inc. (SCARE); or
- 3.1.6.2.4 Any charity jointly agreed upon by the City and the Union. Such charities cannot be affiliated in any manner with the Union, nor can such charity be related to an established religious organization.

3.1.6.3 The Union, upon written request, may require such exempt employee to submit a written affidavit explaining the cause and nature of the allowable objection to payment of an agency fee. In addition, the Union may require such exempt employee to submit proof of payment of an amount equivalent to such agency fee to one of the alternative funds or organizations listed above.

3.1.7 Payment Method

3.1.7.1 Any employees who are not exempted from payment under Section 3.1.6.1 above may pay annually the properly determined agency fee directly to the Union.

3.1.7.2 As an alternative to the direct payment method, an employee may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established agency fee as defined in Section 3.1.3 above, subject to the conditions set forth elsewhere in this MOU for payroll deductions. Upon voluntary authorization duly completed and executed, the City will deduct from the pay of unit members and pay to the Union the normal and regular monthly agency fee.

3.1.7.3 In the event that an employee who is not exempted from payment under Section 3.1.3 does not voluntarily sign and deliver to the City an authorization pursuant to Section 3.1.7.2 or pay annually the agency fee directly to the Union pursuant to Section 3.1.7.1, the Union may request in writing that the City deduct from the pay of the

employee and pay to the Union the normal and regular monthly agency fee without the approval of the employee. Prior to making a request for the City to involuntarily deduct the agency fee from an employee's pay, the Union shall notify the employee of the request. If the employee and the Union are unable to reach agreement on the manner of payment, the Union shall certify to the City in writing that the employee whose pay is to be affected by the deduction has: (1) refused to join the Union; (2) has refused to tender the amount of agency fee as defined herein; and (3) does not qualify for an exemption under Section 3.1.6.1 herein. The City and the Union agree that such written certification is a condition precedent to the City's obligation to begin a payroll deduction.

3.1.7.4 The City is under no obligation to make payroll deductions for periods during which an employee is either terminated from active employment or not on the City's active payroll for any reason, including, but not limited to, layoff or voluntary leave of absence for more than thirty (30) days.

3.1.7.5 Upon the rehiring of any employee, or upon the recalling of an employee from layoff status, the City will resume or initiate dues or agency fee deductions for such employee only upon a valid dues/agency fee deduction authorization as defined herein.

### 3.1.8 Obligations of the Parties

3.1.8.1 City's Obligations. The City's sole and exclusive obligations under this Section are to notify any employee who has failed to comply with the provisions of this Section that, as a condition of employment in the City, such employee must either become a Union member, pay an agency fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to provisions of Section 3.1.6.1 of this MOU, and to make payroll deductions pursuant to Section 3.1.6.2 of this MOU. Under no circumstances shall the City be required to dismiss any employee for failure to fulfill his/her obligations to pay the fees established herein.

3.1.8.2 Union's Obligations. The Union, not the City, shall be solely responsible for requiring unit members to fulfill the obligations defined herein. It is the exclusive obligation of the Union to collect any agency fees which may be due and payable to the Union in consideration for its services as the exclusive representative of employees.

3.1.9 Hold Harmless

The Union shall hold the City harmless and shall fully and promptly reimburse the City for any reasonable legal fees, court costs, or other litigation expenses incurred in responding to or defending against any claims against the City or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any section in this MOU pertaining to agency fees. The existence of or extent of any indemnification obligation under this provision shall be subject to the grievance procedure spelled out in this MOU.

**3.2 Bulletin Boards**

The City shall provide suitable space for bulletin boards in City fire stations. The Union shall provide bulletin boards no larger than 30" x 40". The Union shall be allowed to use such bulletin boards for communications having to do with official Union business, such as time and place of meetings.

Posted material shall not be obscene, defamatory or offensive to the public. All posted material shall bear the identity of the sponsor, shall be neatly displayed and shall be removed when no longer timely.

**3.3 Use of City Facilities**

City employees or the Union or their representatives may, in accordance with established City policies, be granted the use of City facilities for meetings of City employees provided space is available.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and whiteboards, is strictly prohibited unless written approval is received in advance from the City, the presence of such equipment in approved City facilities notwithstanding.

**3.4 Advance Notice**

Except in cases of emergency, reasonable advance written notice shall be given to the Union if affected by any creation of or change to an ordinance, rule, resolution or regulation within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any

department, and the Union shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City management determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, City management shall provide such notice and opportunity to meet at the earliest practical time following the adoption of each ordinance, rule, resolution or regulation. Two (2) copies of such notice shall be sent to the District Vice President and one (1) copy shall be sent to the President of Local 2400.

### **3.5 Access to Work Locations**

Reasonable access to employee work locations shall be granted to officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation.

Such officers or representatives shall not enter any work location without the consent of the City Manager or his/her designated representative or Fire Chief. Prearrangement for routine contact may be made by agreement between the Union and the department head, and when made, shall continue until revoked. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during working hours unless approved in advance by the City Manager or his/her designated representative or the Fire Chief.

### **3.6 Availability of Data**

The City will make available to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in Resolution and Government Code Sections 6250-6260.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information which shall be made available to employee organizations includes regularly published data covering subjects under discussion.

Nothing in this rule shall be construed to require disclosure of records that are:

1. Personnel, medical and similar files, the disclosure of which constitute an unwarranted invasion of personal privacy or which are contrary to merit system principles;

2. Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the records available clearly outweighs the public interest served by disclosure of the records;
3. Records pertaining to pending litigations to which the City is a party, or to claims or appeals which have not been settled; or
4. Requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than that usually done by the agency.

#### **SECTION 4 – CITY RIGHTS**

To insure that the City is able to carry out its constitutional, chartered and statutory functions and responsibilities, nothing contained herein shall be construed to require the City to meet and confer on matters which are solely a function of management, including the right to direct the work force; to select and determine the number and types of employees required; to determine the content of job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies. In the event the City proposes a change that is in the scope of representation, the City will meet and confer, upon request of the Union.

#### **SECTION 5 – UNION REPRESENTATIVES**

##### **5.1 Attendance at Meetings by Employees and Stewards**

City employees who are official representatives or unit representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City Personnel Officer or the Fire Chief. Such employee representatives shall submit a written request for excused absence to the Fire Chief or his/her designated representative with information copy to the City Manager, at least two (2) working days prior to the scheduled meeting, unless waived by the Fire Chief. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3). The Union may provide one (1) steward for each shift.

## **SECTION 6 – NO STRIKE**

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union, nor any representatives thereof, shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.

## **SECTION 7 – PAY**

### **7.1 Pay Period**

Employees shall be paid bi-weekly.

Effective September 25, 2006, the City implemented a mandatory direct deposit program for all new hires.

### **7.2 Salaries**

The City will conduct salary surveys annually to include factors traditionally taken into consideration in the determination of wages, hours and other terms and conditions of public and private employment including, but not limited to, changes in the average Consumer Price Index for goods and services, the wages, hours and other terms or conditions of employment of other employees performing similar services, and the financial condition of the City.

The following cities and districts are to be surveyed: Alameda, Berkeley, Daly City, Menlo Park Fire Protection District, Mountain View, Palo Alto, Richmond, Milpitas, San Mateo, San Ramon Valley Fire Protection District, Santa Clara, Belmont, and South San Francisco. These agencies shall not be changed except by mutual consent of the parties.

The survey conducted by the Human Resources Department, shall be updated and completed by November 1 of each year during the term of the MOU.

The survey for Fire Fighters/Engineers shall compare the total compensation rates of Fire Fighter/Engineers in Redwood City to the median of total compensation rates of Fire Engineers, or in the absence thereof, to the median of total compensation rates of Fire Fighters, in the cities specified above. The survey for Deputy Fire Marshal shall compare the total compensation rates of Deputy Fire Marshals in Redwood City to the median of total compensation rates of Deputy Fire Marshals, or in the absence thereof, to the median of total compensation rates of Fire Inspectors II or III, or classifications performing substantially the same duties. The comparative calculation shall include top step base salary, employer paid member PERS contribution, maximum city paid

medical contribution, longevity pay, holiday pay, uniform allowance, paramedic assistance pay, EMT pay, and educational incentive.

In the event one or more of the above listed comparative cities is in labor negotiations due to the expiration of their labor MOU and does not have salary data available as of November 1 of each year, the total compensation factor for those cities shall be equal to the Consumer Price Index for all Urban Consumers for the San Francisco/San Jose area for the preceding fiscal year. This factor shall be no less than 3% nor greater than 6% should the C.P.I. fall below or exceed these percentages.

Upon the City's completion of the 2015 Fire Prevention Officer survey, the City and Association will meet to discuss the results of the survey.

Effective January 13, 2014, there will be a one percent (1%) salary increase for all classifications represented by the bargaining unit.

Effective January 13, 2014, Deputy Fire Marshals will receive an equity salary increase of eleven and one-half percent (11.5%).

Effective the first full pay period beginning on or after January 1, 2015, there will be a one percent (1%) salary increase for all classifications represented by the bargaining unit.

Effective the first full pay period beginning on or after January 1, 2016, there will be a one percent (1%) salary increase for all classifications represented by the bargaining unit.

Effective the first full pay period beginning on or after January 1, 2016, Fire Captains shall receive a 2% equity adjustment.

Effective the first full pay period beginning on or after January 1, 2017, there will be a two percent (2%) salary increase for all classifications represented by the bargaining unit.

#### 7.2.1 Initial Appointments

Initial appointments to all classifications represented by the bargaining unit shall normally be made at the lowest step or rate of pay. Upon approval of the Fire Chief and City Manager, such appointments may be made at any other step when justification upon consideration of the difficulty locating qualified personnel, education, experience, certifications, personal fitness and other criteria as may be reasonably related to the position.

7.2.2 Salary Increase on Promotion to Fire Captain

A Fire Fighter/Engineer who is receiving paramedic pay is eligible for a promotional adjustment to the whole salary step that ensures at least a 5% increase above the highest classification they are to supervise.

7.2.3 Merit Increases

A probationary employee may be eligible for a salary increase to the next higher step above the initial step or rate to which appointment was made after a six (6) month period. With continued satisfactory performance, an employee may be eligible for a salary increase at twelve-month intervals between steps to the maximum top step upon consideration of such employee's performance of duties, experience, education, personal fitness for the position, and other criteria reasonably related to awarding increased compensation on the basis of merit. Adjustments shall be made at the recommendation of the Fire Chief and approved by the City Manager.

The status quo shall be maintained regarding the payment of FLSA overtime. The City shall also maintain the status quo on the payment of regular overtime as prescribed in Section 7.5 of the current MOU.

**7.3 Work Schedule (2/4)**

7.3.1 Contingent on the Fire Chief's acceptance of the Association's plan, and subject to agreement with the Chief Officers' Association, between March 9, 2015-December 31, 2016, shift employees will be placed on a 2/4 work schedule on a pilot basis. The pilot schedule will expire on December 31, 2016 and be discontinued. In August 2016, the parties will evaluate the 2/4 work schedule. The 2/4 work schedule will continue after December 31, 2016 by mutual agreement only. MOU language will be amended to avoid undue costs during the pilot period.

7.3.2 In the event of an employee absence, to avoid putting an apparatus out of service, the department may temporarily reduce staffing to three (3) people per apparatus while relief staff is being hired.

7.3.3 The regular workweek for employees in the classification of Deputy Fire Marshal and Fire Prevention Officer shall be a 40-hour work week (typically five consecutive 8-hour days}, with the option of working an alternative work schedule based on the operating needs of the department. The work schedule is subject to approval by the Fire Chief and can be changed at any time.

## **7.4 Starting Time**

The regular starting time for Fire Fighter/Engineers and Fire Captains scheduled for a fifty-six (56) hour workweek shall be 8:00 A.M.

## **7.5 Overtime**

### **7.5.1 Fifty-six (56) Hour Workweek Employees**

Overtime for employees in the classifications of Fire Fighter/Engineer and Fire Captain is authorized time worked beyond the regular scheduled workweek in Section 7.3. Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for any time worked beyond a Fire Fighter/Engineer or Fire Captain's regular twenty-four (24) hour work shift. Regular rate of pay shall be defined as the hourly rate of pay based on a 56 hour work week (112 hours per pay period). Payment for overtime shall not be made unless such overtime has been authorized by the Fire Chief, or designated representative, prior to such overtime being worked.

### **7.5.2 Compensatory Time**

Upon request, employees shall be compensated for such overtime in compensatory time off. An employee's compensatory time off balance shall not exceed seventy-two (72) hours at any given time.

### **7.5.3 Forty (40) Hour Workweek Employees**

Overtime for employees in the classification of Deputy Fire Marshal and Fire Prevention Officer is authorized time worked beyond forty (40) hours in paid status in one (1) work week, and for work performed in excess of eight (8) consecutive hours in one (1) day (exclusive of lunch period), except as provided in Section 7.5.4. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate.

**7.5.4** An employee in the classification of Deputy Fire Marshal or Fire Prevention Officer who is assigned to a shift consisting of more than eight (8) consecutive hours per shift (exclusive of lunch period) shall be entitled to overtime after forty (40) hours in paid status in one (1) work week.

7.5.5 Hire Back Procedures

The Hire Back procedures will be included in the Operations Manual, as amended effective May 1, 2002. Any changes to the Hire Back procedures will be by meet and confer.

**7.6 Paramedic Pay**

The City Council sets policy regarding implementation of paramedic service for the City of Redwood City. This agreement is not intended to undermine the City Council's policy authority. However, the City will, upon request, meet with the IAFF to discuss modifications related to any of the paramedic programs.

- 7.6.1 Paramedic Premium Pay for paramedics – 10% of Base Pay effective upon date of hire or effective the first payroll period following submittal of qualifying paperwork and approval of Fire Chief.
- 7.6.2 Except when promoted to Fire Captain, separated from employment or otherwise disqualified, hired Paramedics shall remain certified for a minimum of four (4) years from the date of hire, and department-trained Paramedics shall maintain Paramedic Certification for four (4) years from the date of certification.
- 7.6.3 Captains shall not be permitted to occupy an approved Paramedic position or to attend training to become paramedic certified under this program. Personnel promoted to Captain will no longer receive Paramedic premium pay.
- 7.6.4 Paramedic Assistance Pay for all other Fire Fighter/Engineers including Fire Captains: 2.5% of Base Pay effective the first payroll period following assignment to suppression (56-hour schedule).
- 7.6.5 FF/E's receiving Paramedic Premium Pay will also receive 2% Paramedic Assistance Pay effective December 20, 2010.
- 7.6.6 Paramedic Premium Pay will be added to base pay, regardless of position on apparatus or if on scheduled or non-scheduled hours.
- 7.6.7 Paramedic Premium Pay will only be paid to FF/E's functioning in department approved Paramedic positions.
- 7.6.8 FF/E's will maintain Paramedic Premium Pay when acting in a higher classification.
- 7.6.9 A training allowance of \$10,000 will be provided, in lieu of overtime pay while attending off duty training for those Fire Fighter/Engineers attending the paramedic training program

approved by the City. This \$10,000 Training Allowance will be provided as follows: \$2,500 upon acceptance into the Training Program as determined by examination and seniority; \$2,500 upon successful completion of the didactic training; \$2,500 upon successful completion of clinical training; \$2,500 upon receipt of Paramedic Certification by the State of California and the County of San Mateo. Participation in the paramedic training program is subject to the Fire Chief's approval.

7.6.10 If an employee voluntarily withdraws from any portion of the Paramedic Training Program, the employee shall refund to the City the most recent \$2,500 received. Fire Management shall be responsible to notify HR and Finance Departments regarding the refund.

7.6.11 Effective with the first full pay period following the adoption of the 2001-2005 MOU, upon approval of the Fire Chief, Fire Captains who maintain paramedic certification will receive an additional 2.5% of base salary. The Fire Captain shall not be the primary medic on any piece of fire apparatus.

Fire Captains that retain the Paramedic certification will be subject to all County and Redwood City Paramedic requirements including continuing education (CE). Fire Captains with current Paramedic certification in San Mateo County will be the first Fire Captains eligible to receive paramedic certification pay.

The Fire Chief shall have final authority on the number of Fire Captains authorized to receive paramedic certification pay.

As medics are promoted to the classification of Fire Captain, the Fire Chief will determine the business need for additional Fire Captain/Paramedics. If the business need is fulfilled no others will be added to the system unless a vacancy occurs or the business need increases, as determined by the Fire Chief. If more than one Fire Captain is promoted at the same time, available slots will be filled according to their ranking on the Fire Captain's promotional list. If the business need has already been met and a vacancy occurs, the vacancy will be filled from a list of qualified Fire Captains by seniority as Fire Captains.

7.6.12 Fire Captains shall have the right of first refusal to fill a vacant Captain position.

Effective January 2017, the City and Union shall reopen the issue of the Captain right of first refusal to fill a vacant Captain position. Any change to the right of first refusal shall be made by mutual agreement of the City and the Union.

## **7.7 Court Pay**

An off-duty employee who is subpoenaed to appear in court due to a summons to testify as a witness in a matter regarding an event or transaction which the employee perceived or investigated in the course of his or her City job duties or at a coroner's inquest shall be compensated at one and one-half (1-1/2) times his/her regular straight-time rate for all hours the employee is so ordered to appear with a minimum of four (4) hours. Any fees received by the employee for their testimony will be turned into the City for deposit into the general fund.

## **7.8 Call-back Pay**

If a regular classified employee of the Fire Department, who has completed the normal shift or tour of duty, is called back to work, that employee shall, upon reporting for duty, receive a minimum of three (3) hours' work at the overtime rate. If three (3) hours' work is not required, the employee shall receive a minimum of three (3) hours' pay at the overtime rate. This provision does not apply to instances in which the employee is required to continue to remain on duty after completion of a normal shift or tour of duty.

## **7.9 On Call Pay**

Forty-hour employees may occasionally be offered, and may accept the offer, to be "on call". On call pay and on call schedules are subject to the prior approval of the Fire Chief. For every twenty-four (24) hours assigned to on call duty, 40-hour employees shall be compensated by three (3) hours straight-time pay or three (3) hours of straight time compensatory time off. The 24-hour duty shall begin at 8:00 a.m. and end at 8:00 a.m. on the following day.

## **7.10 Acting Pay**

7.10.1 The City shall, whenever practical, assign those employees who have demonstrated their ability to perform the duties of the higher classification in accordance with the criteria for selection in the Department Operations Manual. It is understood, that employees selected to perform the duties of a higher classification will be those who have achieved the top step of their regular classification. Acting pay assignments will include on call responsibilities of the higher classifications. Acting Fire Marshal assignments shall be for a minimum of one calendar week.

7.10.2 Whenever a temporary vacancy occurs and it is determined by the City that the position should be temporarily filled, an employee may be assigned by the Fire Chief to work in the higher paid classification at a rate of pay which is ten percent (10%) above

his/her adjusted hourly rate. Deputy Fire Marshals who agree to be assigned to Acting Fire Marshal shall receive the bottom step of the Fire Marshal salary or ten percent (10%) above the adjusted hourly rate, whichever is higher.

7.10.3 After a position has been temporarily vacant for fifteen (15) consecutive shifts, the City may make a temporary appointment to fill such vacancy. Temporary appointment may continue for a period of one hundred eighty (180) days and may be extended by the Personnel Officer for an additional period of ninety (90) days.

7.10.4 For purposes of this Section (7) a "vacancy" is defined as either an unfilled budgeted position whose incumbent is on paid or unpaid authorized leave, either one of which continues for fifteen (15) or more consecutive shifts.

### **7.11 Special Assignment**

Each employee in the classification of Fire Fighter/Engineer or Fire Captain who is assigned by the Fire Chief to a forty 40-hour workweek while working on a special department assignment shall continue to receive compensation as outlined in Section 8.5. Limited-duty due to an industrial disability shall be considered a special assignment.

In accordance with Section 9.3, special assignments shall not exceed ninety (90) calendar days, except by mutual agreement between the City and the Union.

### **7.12 Service Incentive**

Effective January 1, 1988, employees with fifteen (15) or more years of service shall be paid a service incentive. The Service Incentive provision is considered a progressive "grandfather provision" and applies only to those employees who are currently employed in the Redwood City Fire Department in the following way:

Employees with fifteen (15) but less than twenty (20) years of service will receive an additional two and one-half percent (2-1/2%) of pay.

Employees with twenty (20) but less than twenty-five (25) years of service will receive an additional two and one-half percent (2-1/2%) of pay (five percent (5%) total).

Employees with twenty-five (25) or more years of service will receive an additional two and one-half percent (2-1/2%) of pay (seven and one-half percent (7-1/2%) total).

The Service Incentive shall be considered wages for the purpose of computing overtime, holiday pay, and PERS retirement benefits.

Service Incentive will be effective the first payroll period following submittal of qualifying paperwork and approval of Fire Chief.

It is understood that the same employee will not receive both Educational and Service Incentive benefits.

### **7.13 Educational Incentive**

The Educational Incentive provisions apply to new Fire Fighter/Engineers and Fire Captains hired on or after January 1, 1988, and to those previously hired employees who do not qualify for or elect to be covered by the Service Incentive provisions.

Effective January 1, 1988, the Educational Incentive shall be considered wages for the purposes of computing overtime, holiday pay, and PERS retirement benefits.

It is understood that in no case will the same employee receive both Educational and Service Incentive benefits.

It is also understood that in no case will the same employee receive both Educational Incentive pay (under MOU Section 7.13) and EMT Incentive pay (under MOU Section 7.13.1).

All qualifying college credits must have been earned at or accepted by an accredited California school, college or university, in the field of Fire Science or related subjects leading to an A.S. or A.A. Degree in Fire Science.

- A. Employees who maintain a current satisfactory performance evaluation and who have completed two (2) years or more of service and fifteen (15) college credits, twelve (12) of which must be in Fire Science and three (3) in Related Electives, including Emergency Medical Training, will receive two and one-half percent (2-1/2%) additional pay.
- B. Employees who maintain a current satisfactory performance evaluation and who have completed five (5) years or more of service and have thirty (30) college credits, twenty-four (24) of which must be in Fire Science and six (6) in Related Electives, including Emergency Medical Training, will receive two and one-half percent (2-1/2%) additional pay for a total of five percent (5%).
- C. Employees who maintain a current satisfactory performance evaluation and who have completed ten (10) years or more of service and have sixty (60) college credits, twenty-four (24) of which must be in Fire Science, including Emergency Medical Training, will receive two and one-half

percent (2-1/2%) additional pay for a total of seven and one-half percent (7-1/2%).

Official transcripts of study must be received by the Personnel Officer in order for Educational Incentive Pay to be granted for the first payroll period following submission of the transcripts. Study, however, may be verified by a document signed by the teacher of the course pending receipt of an official transcript covering the course.

Service as defined in this section shall be any full-time employment by the Redwood City Fire Department, and/or up to five (5) years of full-time year-round employment by a recognized California Fire Department, or other comparable agency as determined by Redwood City Fire Department Administration.

#### 7.13.1 Emergency Medical Training (EMT) Incentive

The City shall offer EMT recertification programs during on-duty time for fire Fire Fighter/Engineers and Fire Captains already possessing an EMT certificate. Should the City fail to offer such recertification programs at any time in the future, the City agrees to waive the requirement of EMT certification for Educational Incentive Pay during the period when no recertification programs are offered by the City.

In order to be eligible for Educational Incentive Pay, employees who were hired after the offering of the initial EMT certification courses, and employees who were not certified during these initial courses, must obtain EMT certification during unpaid off-duty time.

The City will allow an employee who has been on long-term disability or long-term illness leave of thirty (30) days or more, upon the employee's return to duty, to attend an EMT recertification program, if offered, at another San Mateo County fire agency while the employee is on paid duty time.

Effective April 1, 1990, each employee who maintains Emergency Medical Training (EMT) certification will receive two and one-half percent (2-1/2%) additional base pay (salary).

The Emergency Medical Training Incentive pay shall be considered wages for the purposes of computing overtime, holiday pay, and PERS retirement benefits.

It is understood that in no case will the same employee receive both Educational Incentive pay (under MOU Section 7.13) and EMT Incentive pay (under MOU Section 7.13.1).

It is also understood that in no case will the same employee receive more than a total of seven and one-half percent (7-1/2%) from Service Incentive pay (under MOU 7.12) and EMT Incentive pay (under MOU 7.13.1) combined.

For purposes of receiving Educational Incentive Pay, a current paramedic certificate will be deemed to meet the requirement of a current EMT certificate.

#### **7.14 Uniform Allowance**

All classifications represented by the bargaining unit shall be paid an annual uniform allowance of seven hundred twenty dollars (\$720.00) effective January 1, 2013. Effective January 1, 2015, annual uniform allowance shall be increased to seven hundred forty dollars (\$740.00). This amount will be pro-rated for new hires.

The uniform allowance shall be paid on the first full pay period on or after July 1<sup>st</sup> of every year for the preceding 12-month period, and shall be included with the employee's regular payroll check.

#### **7.15 Tuition Reimbursement**

Regular employees shall be eligible for reimbursement of costs of tuition, registration fees, books and supplies and other educational expenses incurred in connection with enrollment in and successful completion of courses of instruction related to the employee's position with the city or a higher position with the City.

Effective immediately upon ratification and Council approval of an agreement, an employee shall be eligible to receive reimbursement, not to exceed Seven Hundred and Fifty Dollars (\$750.00) per fiscal year, provided that the courses of instruction require attendance at an accredited community college or university, are part of a curriculum leading to a degree or given by an accredited institution of learning, are approved in advance of enrollment by the Personnel Officer and the employee's department head, and the employee must successfully complete each course submitted for reimbursement with a grade of "C" or better, or a passing grade in a pass/fail course. The Educational Expense Reimbursement Program may be used for professional development workshops or seminars.

The Personnel Officer and the Fire Chief may establish standards and criteria and enact such rules, regulations, procedures and policies as are necessary or appropriate to implement the provisions of this Section.

## **7.16 Personal Vehicle and Mileage Payment**

The City shall reimburse employees for those miles employees are required to drive their personal vehicles in the performance of assigned job duties as follows:

Actual costs to and from destination not to exceed a maximum computed at a rate not to exceed current IRS mileage reimbursement limits for miles traveled both within and outside the City by carrier service, including any privately-owned conveyance; provided, however, for travel to and from destination in excess of three hundred (300) miles, said maximum shall not exceed actual air coach fare when such fare is less than the amount computed at the aforesaid rates. For the purposes of this Section, the actual cost of miles, actually traveled by privately-owned conveyance, including cost of fuel, maintenance, repairs, insurance and depreciation, shall be deemed equal to the maximum allowance provided for in this Section.

## **7.17 Bilingual Differential**

An employee who has passed the City's proficiency test and uses bilingual skills in job duties arising in the normal course of work shall receive bilingual pay as follows:

First Responder (2.5%): Demonstrated by the ability to perform conversational speaking and basic commands and terminology related to emergency response.

Advanced (5%): Demonstrated by the ability to translate and communicate beyond conversational speaking and/or basic writing. Workers who receive the five percent (5%) advanced bilingual differential are required, when called upon, to utilize their skills citywide.

Eligibility for the first responder or advanced bilingual pay differential shall be determined by the Personnel Officer on the basis of an oral proficiency test or an oral and written proficiency test respectively. To retain the 2.5% or 5% differential, employees will be required to pass the City's proficiency test once every three years.

Bilingual skills shall not be a condition of employment except for employees who are hired specifically with that requirement. If a employee is hired under this provision, that requirement shall be included in the initial appointment letter.

The City has the right to discontinue the bilingual differential at any time based on changes to the business needs, provided that the City gives the exclusive representative ten (10) days notice prior to such revocation, in order to allow the opportunity for the parties to meet and confer.

### **7.18 Retiree Health Savings (RHS) Plan**

The City shall continue to provide a retirement Health Savings (RHS) plan under IRS Code 213 for members to set aside pre-tax money for payment of post-employment qualified medical expenses that will be incurred after separation of service. The plan will cover retiree, spouse or dependent reimbursements for eligible medical and dental out-of-pocket expenses such as premiums, prescription drugs, doctor co-pays and eyeglasses. The plan may be funded by accrued vacation leave, compensatory time, sick leave payout (or a portion of it) and/or payroll deductions. Contributions to the plan must be uniform across bargaining unit members and may be changed annually at the Union's determination.

### **7.19 Boat Pilot Incentive Pay**

Effective January 1, 2015 through June 30, 2016, City-designated Boat Pilots shall be paid a service incentive of five percent (5%) of base salary:

- (a) time spent during the employee's regular assigned shift performing Boat Pilot duties, and
- (b) time spent during the employee's regular assigned shift in Boat Pilot training for boat operations, radar, FLIR, boat rescue procedures and boat to boat transfer, as assigned by the Fire Chief or designee.

To be eligible, employees must work at least one shift per pay period in which the incentive is paid. Employees will be scheduled and paid to perform Boat Pilot duties and/or Boat Pilot training for a minimum of ten (10) hours per pay period.

Boat Pilots eligible for the incentive shall not exceed twelve (12) Pilots in the department, and shall not exceed four (4) Pilots per shift.

Boat Pilots must become certified in the areas designated by the Fire Chief and referenced in the Operations Manual.

Captains shall not be eligible for Boat Pilot Incentive. The City and Union shall meet and confer at the end of the pilot program over terms and conditions of employment for Boat Pilots related to the Boat Program.

## **SECTION 8 - HOLIDAYS**

### **8.1 Paid Holidays**

The following shall be paid holidays for all employees who are covered by this MOU:

1. New Year's Day
2. Martin Luther King, Jr. Day (observed on the third Monday in January)
3. President's Day (Observed on the third Monday in February)
4. Memorial Day (Observed on the last Monday in May)
5. Independence Day
6. Labor Day (Observed on the first Monday in September)
7. Veterans Day (Observed November 11)
8. Thanksgiving Day
9. The Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

The above-listed holidays shall be paid holiday time off for employees assigned to a forty-hour work schedule, unless otherwise specified in this MOU.

Forty-hour employees will receive two administrative holidays per year, which may only be taken in eight (8) hour increments. At the option of the 40-hour employee, the employee may receive pay at the worker's straight time rate of pay in lieu of one or both of the administrative holidays at eight (8) hours per administrative holiday. In the event that one or both of the administrative holidays are not used by the last pay period paid in the year (based on the preceding 26 pay periods), payment will be made no later than the first pay period in February.

### **8.2 Saturday and Sunday Holidays**

When any of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday. When any of the above holidays falls on Sunday, the following Monday shall be considered the holiday.

### **8.3 Work on a Holiday**

Any employee who is required to work on any of the holidays specified in Section 8.1 above shall, in addition to regular pay for such holiday, be paid one and one-half (1-1/2) times his/her established rate of pay for all hours actually worked on such holiday.

#### **8.4 Holiday During Vacation or Sick Leave**

In the event any of the holidays specified in Section 8.1 above occurs while an employee is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

#### **8.5 Holidays on a Regular Day Off**

The 40-hour employee shall be allowed a regular workday off during any pay period in which a holiday falls on the employee's scheduled day off.

If the Fire Chief or designated representative determines that it is not feasible to grant such other workday off, the employee shall be paid for the holiday on the basis of time and one-half (1-1/2) but not to exceed eight (8) hours for any one (1) holiday.

#### **8.6 Holiday Compensation for Fire Fighter/Engineer and Fire Captain**

Each employee in the classifications of Fire Fighter/Engineer and Fire Captain assigned to a twenty-four (24) hour duty schedule shall be exempt from the provisions of Sections 8.1, 8.2, 8.3 and 8.4 above, and shall receive no additional compensation in the form of pay or time off in the event the employee is required to work on any of the days set forth in Section 8.1.

Fire Fighter/Engineers and Fire Captains who are in a no-pay status (e.g. on leave of absence or family medical leave) will receive holiday compensation on a pro-rated basis.

In lieu of any holiday benefits, each employee shall receive compensation in the following amount:

- A. Forty-eight (48) hours of pay at the forty (40) hour rate of pay. The City will endeavor to make payment on the first non-payroll Friday in January of the respective year; however, the payment will be made no later than the first pay period in February. This is in recognition of the elimination of two administrative holidays and addition of Christmas Eve and New Year's Eve to the list of City recognized holidays; and
- B. For the remaining ten (10) holidays listed above employees shall receive compensation in the amount of one and one-half (1-1/2) times his/her pay, calculated on the basis of an eight (8) hour day, for eighty (80) hours in each calendar year. Such compensation shall be issued in the amount of forty (40) hours on the first pay day on or immediately following June 1, and an additional forty (40) hours on the first pay day on or immediately following December 1.

Holiday checks will be issued separately from the normal pay period checks. Employees who are laid off or whose service with the City is terminated prior to June 1 or December 1 shall have their holiday compensation pro-rated.

Fire Fighter/Engineers and Fire Captains temporarily assigned to a 40 hour work week shall have designated holidays as paid holiday time off, and the holiday time off shall be deducted from their annual payout of holiday pay.

Subject to approval of the Fire Chief, employees assigned to a forty (40) hour work schedule may work on a designated holiday and receive holiday compensation for that time period consistent with those assigned to a twenty-four (24) hour duty schedule. Such employees shall be exempt from "Feast Day" provisions and practices, and shall receive no additional compensation in the form of pay or time off in the event the employee is required to work on any of these days set forth in Section 8.1. Under no circumstances will such employees simultaneously receive paid holiday time off and holiday pay.

## **SECTION 9 - VACATIONS**

- 9.1** Effective July 1, 2005, all regular full-time employees shall be entitled to vacation leave from the commencement of their employment with the City.

The times during the calendar year at which an employee shall take vacation shall be approved by the Fire Chief, or designated representative, with due regard to the wishes of the employee and particular regard to the need of the service. All employees shall, on a form provided by the City, indicate their preference for vacation periods during November and December of each calendar year. Preference of vacation dates shall be given to employees according to their length of service in as reasonable a manner as possible. The Department will post a final vacation schedule by January 1 of each year.

- 9.2** All employees, other than those regularly assigned to twenty-four (24) hour duty shifts, shall be entitled to annual vacation leave as follows:

Employees shall accrue vacation at a rate (3.077) hours per pay period) that yields eighty (80) hours of vacation at the end of each year of service from the first year through the fourth year. After completion of the fourth year of service, employees shall accrue vacation at a rate (4.615 hours per pay period) that yields one hundred twenty (120) hours of vacation at the end of each year through the ninth year of service. After completion of the ninth year of service, employees shall accrue vacation at a rate (6.154 hours per pay period) that yields one hundred sixty (160) hours of vacation per year through the fourteenth year of service. After completion of the fourteenth year of service, employees shall accrue vacation at a rate (6.923 hours per pay period) that yields one hundred eighty (180) hours of vacation per year through the nineteenth year of service. After completion of the nineteenth year of service,

employees shall accrue vacation at a rate (7.692 hours per pay period) that yields two hundred (200) hours of vacation per year.

**9.3** All employees assigned to twenty-four (24) hour duty shifts shall be entitled to annual vacation leave as follows:

Employees shall accrue vacation at a rate (4.615 hours per pay period) that yields one hundred twenty (120) hours of vacation at the end of each year of service from the first year through the fourth year of service. After completion of the fourth year of service, employees shall accrue vacation at a rate (7.385 hours per pay period) that yields one hundred ninety-two (192) hours of vacation at the end of each year through the ninth year of service. After completion of the ninth year of service, employees shall accrue vacation at a rate (8.615 hours per pay period) that yields two hundred twenty-four (224) hours of vacation per year through the fourteenth year of service. After completion of the fourteenth year of service, employees shall accrue vacation at a rate (9.692 hours per pay period) that yields two hundred fifty-two (252) hours of vacation per year through the nineteenth year of service. After completion of the nineteenth year of service, employees shall accrue vacation at a rate (10.769 hours per pay period) that yields two hundred eighty (280) hours of vacation per year.

In the event an employee of the Fire Department regularly assigned to a twenty-four (24) hour duty shift is temporarily assigned by the Fire Chief with the approval of the City Manager to a forty (40) hour workweek, vacation leave for such employee shall continue to be credited at the fifty-six (56) hour rate, provided that vacation leave taken on the forty (40) hour work schedule will be charged to the employee's vacation leave bank at a rate of one and four tenths (1.4) hours for every one hour of vacation leave taken. Such appointments and accrual credit shall not exceed ninety (90) calendar days, except by mutual agreement between the Union and the City.

**9.4** Vacation leave shall not be accumulated in excess of two (2) years accrued vacation leave computed to the 31st of December, except upon written authorization of the Personnel Officer or his/her designee.

**9.5** Upon termination of employment, an employee shall be paid the cash value of any unused vacation leave which has been credited to said employee pursuant to MOU Section 9.2 and 9.3.

**9.6** **Vacation Scheduling**

Sign up will normally commence during the first two weeks in November for the following year. Sign up shall be according to seniority in rank on each shift. The senior Fire Captain and the senior Fire Fighter/Engineer will make their pick, then the second senior Fire Captain and the second senior Fire Fighter/Engineer will make their pick, etc., until all personnel on that shift have

made their first pick. Subsequent rounds will be made in the same fashion. Each round must be completed before moving on to the next round.

Vacation selection will be allowed in increments of one (1) hour. If a vacation is requested and approved, the employee requesting the leave shall enter the leave into the Department's automated scheduling software. The relief person will be paid the appropriate overtime, with approval.

Forty-eight (48) hours advance notice is required for vacation requests. One hundred twenty (120) hours advance notice is required for cancellations except in an emergency. Any requests made less than forty-eight (48) hours in advance for leave, or one-hundred twenty (120) hours in advance for cancellations, will be approved only at the discretion of the Battalion Chief.

No more than five (5) employees per shift, irrespective of rank, may be on vacation leave at the same time. Upon request, the Fire Chief or his or her designee may permit a sixth (6<sup>th</sup>) person per shift to be on vacation at a given time.

During annual vacation picks and thereafter, if applicable, Fire Captains and Fire Fighter/Engineers may select the following Holidays: Thanksgiving, Christmas Eve, and Christmas. However, the employee(s) requesting the respective Holiday leave may be required to find his/her own relief depending on relief staffing available. The employee requesting the respective Holiday leave may also utilize individuals on the existing OT sign up list in Telestaff to secure relief. The required paperwork must be submitted at least 48 hours prior to the requested leave or the leave will not be approved. The relief person(s) will be paid the appropriate overtime, with approval.

Ops Manual Section 7.5 is dedicated to Personnel Time Off. This section will include all rules pertaining to leave selection. Changes to this Ops Manual section will only be made with mutual agreement between the Fire Chief and the Union utilizing an agreed upon procedure.

## **SECTION 10 – PERSONNEL FILES**

An employee, or his/her representative on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file, and copies of letters of reprimand or warning shall be sent to the Union and the Personnel Officer. In the event a letter of reprimand or warning is not sent to the Union and the Personnel Officer, such letter may not be used to support any subsequent disciplinary action. Upon receipt of a letter of reprimand or warning which the employee feels is factually incorrect, he/she may so advise, in writing, the department head, Personnel Officer and the Union. The letter of reprimand or warning may not be appealed through the grievance procedure. The employee may be required

to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

At the request of the employee, a letter of reprimand may be removed from the employee's personnel file, at the discretion of the Fire Chief and the Personnel Officer, if the employee has not been subject to subsequent disciplinary action in which the minimum corrective action imposed is a letter of reprimand during the initial two-year period following the issuance of the letter of reprimand that the employee is requesting be removed from his/her file. Letters of reprimand which have been removed pursuant to this Section shall be sent to the employee.

## **SECTION 11 – PROBATIONARY PERIOD**

### **11.1 New Employees**

Fire Fighter/Engineers shall serve a probationary period of eighteen (18) months. The probationary period for all employees includes a six (6) months driver/operator training and evaluation program. Upon satisfactory completion of such probationary period, the employee shall be appointed as a regular employee of the City.

During the probationary period, Fire Fighter/Engineers shall be required to pass physical and manipulative skills tests, and written examinations on job related information, which will be supplied to the employee.

A probationary Fire Fighter/Engineer shall read and discuss his/her monthly performance reports with his/her Company Officer before such reports become part of the employee's employment record.

Deputy Fire Marshals and Fire Prevention Officers shall serve a probationary period of twelve (12) months.

An employee may be separated from City service at any time during the probationary period without right of appeal or hearing as specified in Section 14.3 of this MOU.

### **11.2 Promotional Probation**

All promotional appointments shall be tentative and subject to a probationary period of twelve (12) months of service from the date of appointment. During the probationary period, an employee may be rejected at any time by the City Manager upon recommendation of the Fire Chief. Any regular employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted, unless conditions warrant his/her dismissal.

Upon satisfactory completion of such probationary period, the employee shall be appointed to a regular position in that classification.

## **SECTION 12 – STATION BIDDING**

The bidding procedure for 2014 shall continue during the term of the MOU, unless the parties mutually agree to modify the procedure.

## **SECTION 13 - PROMOTION**

### **13.1 Examination**

In the event the City desires to fill a vacancy by promotion, the Personnel Officer shall prepare and administer an examination for those employees holding similar positions in lower classes.

### **13.2 Eligible List**

The names of the successful candidates shall be recorded in the order of their standing in the examination on an eligible list. The Human Resources Department shall provide to the Fire Department and Fire Union a list of the Fire Captain candidates from the eligibility list to include candidate name and rank position. No scores will be provided.

### **13.3 Promotional Appointment**

Promotional appointments shall be made from the first three (3) candidates on the eligible list who are ready and willing to accept the position offered.

### **13.4 Duration of Eligible List**

Eligible lists shall continue in effect one (1) year after establishment. They may be extended for a period of not to exceed one (1) year or abolished before the expiration of the yearly period by the Personnel Officer upon recommendation of the Fire Chief.

### **13.5 Removal from Eligible List**

The name of any person on an eligible list may be removed by the Personnel Officer if the eligible person requests in writing that his/her name be removed, if he/she fails to respond to a written offer of employment within five (5) days or receipt of the mailing of a notice, if a subsequent report of a character investigation is unsatisfactory, or he/she has been rejected for appointment three (3) times by the Fire Chief.

### **13.6 Time Off for Examination**

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

## **SECTION 14 - DISCIPLINE**

### **14.1 Right of Discipline**

The City shall have the right to discipline any employee for just cause.

#### **14.1.1 Pre-Disciplinary Notice and Hearing**

In the event the City intends to discharge an employee, to impose a suspension without pay, to demote an employee or to reduce an employee's pay; the City shall utilize the following procedure:

1. The employee and the employee's Union Representative shall receive notice in writing of the proposed disciplinary action not less than seven (7) calendar days prior to the effective date of action and shall be accompanied by copies of all materials upon which the action is based.
2. Prior to the effective date of the disciplinary action the employee may request, and shall be granted an opportunity to respond orally or in writing to the proposed disciplinary action. The response shall be to the employee's Department Head or to his/her designee. The employee may be represented by the Union representative of his/her choice.
3. The foregoing provisions of MOU Section 14.1.1 shall be inapplicable in the event the City takes immediate disciplinary action against an employee for conduct which endangers employee or public safety, or for an act(s) which would constitute a felony.
4. The pre-disciplinary process provided for herein shall only apply to regular employees.

### **14.2 Appeals**

If an employee feels he/she has been unjustly disciplined, he/she shall have the right to appeal his/her case through the grievance procedure. Such appeals must be filed in writing by the Union within ten (10) work days from date of discipline; and unless so filed, the right of appeal is lost. "Work" days as used in this section shall be defined as any day when the Administrative Offices of the City are open for public business.

Any disciplined employee shall be furnished the reason for his/her discipline in writing.

### **14.3 Probationary Employees**

Probationary employees may be discharged for any reason which, in the sole opinion of the City, is just and sufficient, and such discharge shall not be subject to the grievance procedure.

## **SECTION 15 – RESIGNATION AND REINSTATEMENT**

### **15.1 Resignation**

An employee wishing to leave the service in good standing shall file with the Fire Chief a notice of intention to leave the service. The written resignation shall state the effective date. The resignation shall be forwarded to the Human Resources Department with a statement by the Fire Chief as to the resigned employee's service performance and other pertinent information concerning the cause of resignation.

### **15.2 Reinstatement**

At the discretion of the Fire Chief and Personnel Officer, a regular employee who has resigned in good standing may be reinstated to a vacant position of the same class at his/her previous position within a period of one (1) year from the effective date of his/her resignation. Reinstatement shall be made at the salary step recommended by the Fire Chief and approved by the Personnel Officer, no lower than the salary step held at the time the employee left City employment.

A regular employee who is reinstated within thirty (30) working days of leaving City employment shall be reinstated as if he/she had been on an unpaid leave of absence. Any benefits which were cashed out shall be reinstated if the employee elects to buy back such benefits.

The reinstated employee will serve the designated probationary period for that classification prior to becoming a regular employee, regardless of the salary step at which the employee was reinstated.

## **SECTION 16 - LAYOFF**

### **16.1 Order of Layoff**

In the event of a reduction of force, the employee with the least service in the classification affected shall be laid off first; provided, however, that any such

employee so laid off shall be reassigned to a related classification held by an employee having less service with the City; provided, further, that in order to displace the employee with less service in the other classification, the employee to be laid off shall be deemed capable, in the opinion of the City, by virtue of prior training and experience with the City of Redwood City, to perform the work required in that related classification.

### **16.2 Order of Rehire**

An employee who is laid off shall be placed, for a period of one (1) year from the date of the employee's most recent layoff, on a rehire list (for the employee's classification). In hiring for a vacant position in a classification, such rehire list shall take precedence over all other employment lists and the last employee laid off shall be the first employee rehired until the rehire list of employees is exhausted; provided, however, that the employee hired from the rehire list is capable, in the opinion of the City, by virtue of prior training and experience with the City, to perform the work required in the classification in which the opening exists.

### **16.3 Break in Service**

Service with the City for the purpose of calculating seniority shall be terminated by discharge, resignation, refusal by an employee to accept a reassignment to a related classification, one (1) year on a rehire list, or the refusal by an employee on the rehire list to report to a rehire assignment made by the City.

### **16.4 Benefits During Layoff**

During the one (1) year on a rehire list, the employee shall not accrue any benefits, including, but not limited to, vacation, sick leave, holidays, medical, dental, life insurance and uniform allowance. Any employee reemployed from the rehire list shall return to all vacation and sick leave accrual rates for which the employee was eligible at the time of layoff.

### **16.5 Length of Service**

The department shall keep an up-to-date length of service list of all employees covered by this MOU, and post the length of service list in a conspicuous place. This provision is for the convenience of the parties and in case of any disputes concerning the accuracy of the posted list, the grievance procedure may be utilized.

## **SECTION 17 - RETIREMENT**

### **17.1 Retirement Plan**

Tier One: For employees hired prior to October 24, 2011, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members Three Percent (3%) at Age Fifty (50) Formula.

Tier Two: For employees hired on or after October 24, 2011, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members Three Percent (3%) at Age Fifty-Five (55) Formula.

Tier Three: For employees hired on or after January 1, 2013 and who meet the definition of "new member" as set forth in Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age 50 increasing to two and seven-tenths percent (2.7) at age 57 retirement formula in accordance with Government Code Section 7522.25 (d), based on the average of three years of employment, in accordance with Government Code Section 7522.32.

The employee shall pay the rate prescribed by the Public Employees' Retirement System for member contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such member contributions, which consists of one-half of the total normal costs for pension, in addition to any cost-share requirement described in this MOU (Section 17.3). New members shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing reportable compensation.

### **17.2 Optional Provisions Added**

Optional Public Agency Provisions under the Public Employees' Retirement System shall also be provided as follows:

1. Effective April 1, 1969, 1959 Survivor Allowance as set forth in Article 6 of Chapter 9 of the Public Employees' Retirement Law (commencing with Section 21380 of the Government Code), which will provide the third tier of benefits.
2. Effective March 16, 1989, one (1) year highest compensation as authorized by Section 20024.2 of the Government Code for employees enrolled in Tier One retirement benefits. All other Tiers are at three (3) years average.

3. Effective July 1, 2003, Pre-Retirement Optional Settlement 2 Death Benefits as authorized by Section 21548.
4. Fourth Level of 1959 Survivor Benefits as authorized in Section 21574.

### **17.3 Employee Cost Share of City's Contribution to Pension**

Year 1: Effective January 13, 2014, each unit member shall have deducted from their compensation two percent (2%) as cost sharing in accordance with Section 20516(f) of the California Government Code, to pay for a portion of the City's required contribution to CalPERS.

Effective January 13, 2014, the salary schedule for all classifications represented by IAFF will be increased by two percent (2%).

Year 2: Effective March 9, 2015, each unit member shall have deducted from their compensation an additional two percent (2%) as cost sharing in accordance with Section 20516(f) of the California Government Code, to pay for a portion of the City's required contribution to CalPERS, for a total of four percent (4%) employee cost sharing of the City's required contribution to CalPERS under Section 20516(f) of the California Government Code.

Effective the date of Council approval of this successor MOU, the salary schedule for all classifications represented by IAFF will be increased by two percent (2%).

Year 3: Effective the first pay period beginning on or after January 1, 2016, each Tier One (3%@50) and Tier Two (3%@55) unit member shall have deducted from their compensation an additional two percent (2%) as cost sharing in accordance with Section 20516(a) of the California Government Code, to pay for a portion of the City's required contribution to CalPERS, for a total of four percent (4%) employee cost sharing of the City's required contribution to CalPERS under Section 20516(f) of the California Government Code and two percent (2%) employee cost sharing of the City's required contribution to CalPERS under Section 20516(a) of the California Government Code (6% total cost share). New members, as defined by Government Code section 7522.04(f), part of the California Public Employees' Pension Reform Act of 2013 ("PEPRA") shall not be subject to any cost sharing obligations under Government Code section 20516(a).

Effective the first pay period beginning on or after January 1, 2016, the salary schedule for all classifications represented by IAFF will be increased by two percent (2%).

Year 4: Effective the first pay period beginning on or after January 1, 2017, each Tier One (3%@50) and Tier Two (3%@55) unit member shall have deducted from their compensation an additional one percent (1%) as cost sharing in accordance with Section 20516(a) of the California Government

Code, to pay for a portion of the City's required contribution to CalPERS, for a total of four percent (4%) employee cost sharing of the City's required contribution to CalPERS under Section 20516(f) of the California Government Code and three percent (3%) employee cost sharing of the City's required contribution to Cal PERS under Section 20516(a) of the California Government Code (7% total cost share). New members, as defined by Government Code section 7522.04(f), part of the California Public Employees' Pension Reform Act of 2013 ("PEPRA") shall not be subject to any cost sharing obligations under Government Code section 20516(a).

Effective the first pay period beginning on or after January 1, 2017, the salary schedule for all classifications represented by IAFF will be increased by one percent (1%).

If, upon the expiration of the 2014 MOU between the City and IAFF, Redwood City police officers represented by the Redwood City Police Officers' Association (POA) and police sergeants represented by the Redwood City Police Supervisors' Association (PSA) pay less than seven percent (7%) toward the employer cost of pension, the cost share for employees in this unit will be reduced to the amount of cost share applicable to the POA and PSA, and the employee's base salary that was provided in exchange for the cost share will be reduced by an equal amount of the cost share reduction.

If, at any time, the Association withdraws agreement to contribute a pension contribution of seven percent (7%) to the employer's contribution to pension, employee's base salary will be reduced by an equal amount.

#### **17.4 City's Contribution to Retirement System**

The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

#### **17.5 Employee's Contribution to Retirement-System**

Each employee will pay the Employee's Contribution to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

#### **17.6 414(h)(2) Internal Revenue Service Code**

Effective April 1, 1990, or as soon thereafter as the City receives approval from the Internal Revenue Service, the City shall implement the provisions of 414(h)(2). The City will maintain this implementation for the term of this MOU, so long as those provisions (414(h)(2)) remain substantially the same, and so long as there is no cost to the employer for this 414(h)(2) participation.

## **17.7 Disability Retirement**

If the disability retirement of an employee is contested, then the affected employee shall be entitled to an evidentiary hearing to determine whether such retirement shall be granted. Such a hearing shall be conducted by an Administrative Law Judge appointed by the California Office of Administrative Hearings. The Administrative Law Judge shall make findings and recommendations to the City Manager, who shall have the final determination as to the disability retirement.

Prior to making a final determination, the City Manager shall provide Local 2400 with a copy of the Administrative Law Judge's proposed decision including proposed findings and recommendations.

Nothing herein shall affect the jurisdiction of the Worker's Compensation Appeals Board to determine whether disability is or is not industrial.

An employee may waive his/her right to an evidentiary hearing. The employee and the City may mutually agree to waive provisions of the Administrative Procedures Act.

## **SECTION 18 - LEAVES**

### **18.1 Sick Leave**

#### **18.1.1 Sick Leave Accrual**

Regular and probationary employees who work a fifty-six (56) hour workweek shall accrue sick leave at the rate of twenty-four (24) hours per month to a maximum of one thousand nine hundred twenty (1,920) hours. In the event the present duty schedule is changed by increasing or decreasing the number of hours worked in the work cycle, the rate of accrual and the maximum accrual of sick leave credit will be increased or decreased in direct proportion to such change. Regular and probationary employees who work a forty (40) hour workweek shall accrue sick leave at the rate of eight (8) hours per month to a maximum of nine hundred sixty (960) hours. Sick leave shall accrue during an absence which is a result of occupational disability resulting from service with the City.

In the event an employee of the Fire Department regularly assigned to a twenty-four (24) hour duty shift is temporarily assigned by the Fire Chief to a forty (40) hour workweek, sick leave for such employee shall continue to be credited at the fifty-six (56) hour rate, provided that sick leave taken on the forty (40) hour work schedule will be charged to the employee's sick leave bank at a rate of one and four tenths (1.4) hours for every one

hour of sick leave taken. Such appointment and accrual credit shall not exceed ninety (90) calendar days, except by mutual agreement between the Union and the City.

#### 18.1.2 Sick Leave Usage

Employees shall be eligible for sick leave benefits from the commencement of their employment with the City, to a maximum of the hours accrued, for absence due to non-occupational disability only during the time such disability, illness, or other sickness or injury continues. Sick leave shall not be credited to any employee whose employment is terminated prior to six (6) months of employment.

If an employee's illness or the illness of a family member results in an absence from work of three (3) or more consecutive work days or duty shifts, a doctor's certificate or other reasonable proof of illness may be required by the Department.

If a supervisor believes there is an abuse of sick leave, the supervisor may require the employee to provide medical verification for all future sick leave absences for a period of ninety (90) days, upon written notification by the supervisor to the employee.

Abuse of sick leave by an employee will subject the employee to disciplinary action.

When an employee returns to work after any absence chargeable to sick leave, or as a result of an industrial absence or illness, the City may require a statement from the attending doctor that the employee is in fit physical condition to perform all the duties of his/her position. In addition, the employee may be required to undergo a medical examination at the City's expense to be performed by a doctor designated by the City, before the employee is permitted to return to work.

Sick leave shall be defined as the non-job related absence from work due to illness, bodily injury, exposure to contagious disease requiring the employee's absence (which the City may require a doctor's certificate to verify), and caring of family members whose illness requires the worker's care. For the purposes of this section, immediate family means spouse, domestic partner, child, stepchild, or parent.

### 18.1.3 Charge for Sick Leave

Charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work.

### 18.1.4 Sick Leave Accrual Cap

In the event an employee has accumulated the maximum sick leave credits of the one thousand nine hundred twenty (1,920) hours for 56-hour employees, and nine hundred sixty (960) hours for 40-hour employees, and the employee becomes so severely ill that he/she exhausts his/her sick leave, the Personnel Officer may, upon written recommendation of the employee's department head, authorize additional sick leave to include any sick leave in excess of the one thousand nine hundred twenty (1,920) hour maximum which may have been lost due to the maximum limitation. Any such additional sick leave authorized by the Personnel Officer shall not exceed the number of sick leave hours the employee could accrue in a six (6) month period.

### 18.1.5 Credit for Unused Sick Leave

18.1.5.1 An employee may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the preceding 26 pay periods) by requesting payment of unused sick leave in writing to the Director of Finance on or before December 1, of that year. Payment shall be made at twenty-five percent (25%) of the value of the unused sick leave, or fifty percent (50%) if no more than 24 hours have been used for the preceding 26 pay periods, at the salary for the year the payment is being made. The City will endeavor to make payment on the non-payroll Friday immediately following the first payroll Friday in January, however the payment will be made no later than the first pay period in February. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year.

Accumulated sick leave credits shall be reduced by the value of the sick leave compensated as provided in the above paragraph and the remaining balance shall be accumulated to a maximum as outlined in Section 18.1.1.

18.1.5.2 If an employee terminates his/her employment for reasons other than death, retirement, or discharge, compensation in lieu of unused sick leave shall be paid in accordance with the terms provided for an employee who may elect to receive compensation in lieu of sick leave credits, prorated to the date of termination of service.

18.1.5.3 Upon retirement or death, an employee or an employee's dependents shall be paid fifty percent (50%) of all of the employee's accrued sick leave. Employees who die in the line of duty or whose death is determined to be directly attributable to injury or illness sustained while on duty shall be eligible to receive one-hundred percent (100%) of accrued unused sick leave. Payment of unused sick leave hours shall be made at the employee's current hourly rate.

In the event of the death of an employee, such payments shall be made to the designated beneficiary filed with the Director of Finance, or, in the event no designated beneficiary has been chosen, the beneficiary listed in the unit member's life insurance policy will receive payment of such unused sick leave as provided under the provisions for the employee who elects to receive compensation in lieu of sick leave credits. Employees discharged shall not be eligible for payment of unused sick leave.

18.1.5.4 Unused accumulated sick leave at the time of retirement, for which the employee receives no compensation, shall be converted to additional service credit at the rate of 0.004 years of service for each day, i.e., 250 days of sick leave for one additional year of service credit. Local safety member benefits subject to a maximum of 90% of the average final compensation will not be increased beyond that limit for unused sick leave credit.

#### 18.1.6 Procedures for Requesting and Approving Sick Leave

Employees are responsible for notifying the Battalion Chief's office of any inability to report to duty prior to the commencement of their work shift. Shift employees shall notify the Battalion Chief's office prior to 0700 hours on the day the employee is to be absent and shall enter the leave into the Department's automated

scheduling software. Non-shift employees shall notify their immediate supervisor by 0815 hours. Notification shall include the reason and the possible duration of the absence.

Employees are responsible for keeping the Department informed of their continuing condition and probable date of return to work.

For absences in excess of three (3) or more consecutive work days or duty shifts, the Fire Chief may require a physician's statement from an employee who applies for sick leave, or whatever investigation into the circumstances which appear warranted, before taking action on the request.

## **18.2 Limited Duty Work For An Injured Employee**

- 18.2.1 An injured employee who is receiving medical attention for an alleged industrial injury, and who is determined to be temporarily disabled, is required to return to the department after initial treatment with a medical report indicating what, if any, limited duty the employee can perform. If none, the report should so indicate. The department routinely requires periodic updated reports, which should also contain limited duty information.
- 18.2.2 An employee on extended sick leave is likewise required to provide these periodic reports, which should also contain limited duty information.
- 18.2.3 For employees whose limited duty arrangement calls for less than the regular number of hours worked per payroll period, the hours actually worked will be shown as regular time on the time card, and the remaining hours (the difference between hours actually worked and hours normally scheduled) charged to the appropriate leave. For persons expected to be on a less-than-normal schedule for more than thirty (30) days, the department will initiate a personnel action form adjusting accrual rates of such work schedule-related benefits as vacation and sick leave. When the individual returns to his/her regular work schedule, the department will initiate another personnel action form to return accrual rates to normal; however, there will be no adjustment of balances as a result of an accrual rate change.
- 18.2.4 The duty limitations specified by the treating physician must be strictly adhered to when making work assignments. As appropriate, suggested assignments might include performing fire inspections and routine maintenance, compiling data and statistics, organizing training programs and evolutions, and the like.

- 18.2.5 Limited duty assignments should be such that there is minimum risk of further injury or aggravation.
- 18.2.6 If, part way through a pay period, an employee is assigned to a forty (40) hour work schedule while on light duty or is returned to a fifty-six hour work schedule, the remainder of his or her scheduled work hours in the pay period-when added to the number of hours already worked-shall not exceed the number of hours in the employee's regular schedule for that period.

### **18.3 Light Duty Work During Pregnancy**

- 18.3.1 An employee who is pregnant shall report her condition after diagnosis is made, and she is so instructed by her physician, to her immediate supervisor, shift Battalion Chief or the Personnel Officer.
- 18.3.2 In the instance that pregnancy is confirmed, the employee has the following options:
  - 18.3.2.1 A pregnant employee may work light duty (an assignment wherein the employee is not performing the essential functions of the job with or without accommodation) if her attending physician determines light duty to be appropriate, or if the employee so desires. If the attending physician recommends light duty the employee shall obtain a list of work restrictions from her physician. It is the employee's responsibility to insure that the work restrictions are obtained from the physician and returned promptly to the Personnel Officer.
  - 18.3.2.2 The employee may work an alternate light duty schedule (i.e., a 40-hour week at 8-hours per day or 10-hours per day). During this alternative assignment the employee shall be entitled to a one-hour lunch during her work hours. Additionally, the employee shall be allowed to participate in a one-hour workout during her work hours as specified in the Ops Manual.
- 18.3.3 During light duty, the employee may take earned leave time for any doctor's appointments, or may flex their work hours to accommodate doctor appointments and Department needs, subject to mutual agreement by the employee and the Fire Chief. Flexing work hours shall not result in overtime.
- 18.3.4 Employee will not lose seniority or permanent station assignments due to light duty assignment.

- 18.3.5 Employees eligible to take a promotional exam will be allowed to participate in the examination, provided the employee's physician certifies in writing that the employee is physically capable of participating in the exam process. The Department will not be responsible for conducting any additional exams in order to accommodate employees who are unable to participate in the process.
- 18.3.6 During the course of pregnancy, civilian attire will be allowed in the event that pregnancy precludes fit or comfort of uniform.
- 18.3.7 An employee on light duty will be permitted to attend training, provided that the requirements of such training are within the employee's work restrictions.
- 18.3.8 Employee shall return to full duty upon receipt of a physicians statement certifying that the employee is medically qualified to assume regular duties and responsibilities. If the physician's statement does not release the employee to regular duties but will allow light duty, the employee shall be offered light duty until her physician releases her to full duty status. Light duty shall not continue for a period of more than six (6) months.
- 18.3.9 Employees who want to provide parental care to newborn infants may do so in accordance with the Department's Family Leave Provisions.

#### **18.4 Industrial Disability Leave**

Any regular employee in all classifications who has suffered any disability arising out of and in the course of his/her employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave to a maximum of one (1) year or until retirement, whichever occurs first. During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payments received as a result of Workers' Compensation insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of sick leave and disability leave shall be mutually exclusive; and no disability leave may be used for the purposes specified under Section 18.1, Sick-Leave; and no sick leave benefits may be used for the purposes specified under Section 18.4, Disability-Leave.

Employees in the above-mentioned classifications shall continue to accrue sick leave and vacation leave benefits and receive payment for holidays during the

period of disability to a maximum of one (1) year or until retirement, whichever occurs first.

### **18.5 Military Leave**

Military leave shall be granted by the City in accordance with the provision of state and federal laws, and there may be a deduction for any military compensation that the employee receives for service during the period that he/she is receiving full pay from the City, if permitted by law. All employees taking military leave shall give the City an opportunity, within the limits of military regulations, to determine when such military leave shall be taken.

### **18.6 Leave of Absence Without Pay**

Any employee desiring a leave of absence without pay from his/her employment for any reason shall secure written permission from the Personnel Officer and the Fire Chief. The decision of the Personnel Officer or the Fire Chief on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive, and shall not be subject to the grievance procedure of this MOU. Except as otherwise provided in this Section, the maximum leave of absence shall be for one (1) year.

During any approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by the written permission of the Personnel Officer and the Fire Chief. The Personnel Officer and the Fire Chief may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof.

### **18.7 Jury Duty and Witness Leave**

Any employee whose name shall be selected from the list of trial jurors to serve as juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal Court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts, shall receive pay for the time such service requires his/her absence from work; provided, however, that the City may require proof of the time such service was required and any monies received from jury duty served during scheduled work shifts shall be turned into the City; provided, further, that the employee shall report to work if released from jury service prior to 5:00 P.M. and does not have to report for jury service the following day. An employee required to serve as a juror shall not have his/her regular starting or quitting time changed as a result of being called for jury service.

An employee who is subpoenaed to testify as a witness in a case where he or she is not a party or an expert witness, and not pertaining to an event or transaction which the employee perceived or investigated in the course of his or her City job duties shall be permitted witness time off without pay to appear.

An employee is not entitled to witness time off for time an employee spends:

- Testifying on his or her own behalf;
- In preparation for the trial, including answering the government's interrogatories, and observing the conduct of the trial, if an employee is a party in a suit against the City (i.e., plaintiff);
- If summoned for a criminal or traffic violation in connections with his or her appearance in court as a defendant;
- If the employee brings or responds to a suit in a proceeding to which the City is not party; or
- In court if appearing voluntarily

## **18.8 Pregnancy Leave of Absence Without Pay**

18.8.1 Pregnancy leave of absence without pay or benefits shall be granted upon request to non-disabled probationary and permanent female employees for that period of time requested, up to one (1) year. The combination of pregnancy leave and parental leave will not exceed one (1) year.

18.8.2 Pregnancy leave shall be granted when the following conditions have been met:

18.8.2.1 An employee who is pregnant shall report her condition, upon diagnosis and instruction by her physician, to her immediate supervisor, the Shift Battalion Chief or Personnel Officer.

18.8.2.2 At least thirty (30) days prior to the beginning of the pregnancy leave, the employee shall submit to the Personnel Officer the specific date she intends to begin the leave, accompanied by her physician's written statement attesting to the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall continue on active duty until the specific date, providing she performs the full duties and responsibilities of her position and furnishes additional health statements from her physician upon reasonable request. In the event the employee is unable to perform the full duties and responsibilities of her position, she shall be assigned to light duty until the specific leave date, and shall continue to furnish additional health statements from her physician upon reasonable request.

18.8.2.3 Prior to the establishment of a specific date for return to duty, the employee shall submit to the Personnel Officer a notice of intention to return to duty, accompanied by her physician's statement

certifying that the employee is medically qualified to assume regular duties and responsibilities.

- 18.8.2.4 The Personnel Officer or his/her designee may designate the specific beginning and ending dates within the pay period requested by the employee to meet the needs of the employee and the City.
- 18.8.3 The employee on leave shall be returned to her original position. If that position has been eliminated, applicable layoff and reemployment rules shall apply.
- 18.8.4 A pregnancy leave, absent physical disability, is granted without pay for the duration of leave. The employee may elect to continue medical and dental insurance coverage for up to one (1) year during this leave. For the period the worker is on approved, unpaid, non-statutory leave, coverage will be at her own expense.

The foregoing Pregnancy Leave provision shall be subject to applicable federal and state law. Pregnancy Disability Leave, Family Medical Leave and California Family Rights Act will run concurrently with Pregnancy Leave as permitted by law.

## **18.9 Parental Leave of Absence Without Pay**

A male or female employee may be granted, at the Fire Chief's discretion, a leave of absence without pay to fulfill parenting responsibilities for up to one (1) year following the child's birth or one (1) year following the filing of application for adoption and actual arrival of a child in the home. The combination of pregnancy leave and parental leave will not exceed one (1) year.

The employee on leave shall be returned to his/her original position. If that position has been eliminated, applicable layoff and reemployment rules shall apply.

A parental leave, absent physical disability, is granted without pay for the duration of leave. The employee may elect to continue medical and dental insurance coverage for up to one (1) year during this leave at his/her own expense. For the period the employee is on approved, unpaid, non-statutory leave, coverage will be at his or her own expense.

Family Medical Leave and California Family Rights Act Leave will run concurrently with Parental Leave as permitted by law.

In any case in which two employees of the City are entitled to parental leave for the same child, the aggregate number of workweeks of parental leave to

which both may be entitled shall be limited to 52 workweeks during any 12-month period.

## **18.10 Leave for Pregnancy Disability**

- 18.10.1 Employees who are working are entitled to use personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at the City's expense.
- 18.10.2 Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City.
- 18.10.3 The employee on leave shall be returned to her original position, or if that position is not in existence, to an equivalent position within her classification.

## **18.11 Funeral Leave**

In the event of a death in the immediate family of an employee who has one (1) or more years of seniority with the City, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed two (2) scheduled duty shifts during the three (3) consecutive calendar days commencing with the notification of the death of the employee. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, or sick leave.

For the purposes of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, step-father, step-mother, step-sister, step-brother, step-child, mother-in-law, father-in-law, grandparents, and grandchildren. At the request of the City, the employee shall furnish a death certificate and proof of relationship.

Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

#### **18.12 Leave for Union Business**

Any employee who shall hereafter be elected or officially appointed to a full-time paid position in the Union, which position requires absence from the City's service, shall be granted an unpaid leave of absence therefor, and upon retirement from such position, shall be reinstated; provided, however, that such leave of absence shall not extend beyond the term of this MOU, unless extended by mutual consent.

All IAFF members will contribute two (2) hours of accumulated vacation leave per year, beginning with first pay date in January, for use by their union president, or his/her designee, for union business leave.

#### **18.13 Absence Without Leave**

Failure on the part of an employee to report for duty or notify the designated management official prior to the employee's scheduled starting time as to a reason why the employee cannot report may subject the employee to disciplinary action by the City.

#### **18.14 Family and Medical Leave Act**

Employees are entitled to leave in accordance with the California Family Rights Act of 1991 the Family Medical Leave Act 1993 and City Policy.

#### **18.15 Integration with Long Term Disability Plan**

At the point an employee, who is on leave for a non-industrial injury or illness, qualifies for integration of sick leave benefits through his/her Long Term Disability (LTD) Plan, the employee may elect to choose one of the integration options available to them through their plan. Please refer to LTD plan document for option details.

### **SECTION 19 – HEALTH AND CAFETERIA PLAN**

#### **19.1 Health and Cafeteria Plan**

19.1.1 The City agrees to contract with The California Public Employee's Retirement System (PERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et seq.) pursuant specifically to Government Code Sections 22892 and 22850.

- 19.1.2 The City's maximum, monthly contribution for each eligible, active employee and annuitant for the purchase of medical insurance will be equal to the minimum monthly employer contribution required under PEMHCA.
- 19.1.3 The City shall establish in accordance with Section 125 of the IRS Code a Cafeteria Plan for the purpose of providing workers with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to:
- A. Group Health Plan Medical Premiums
  - B. Flexible Spending Account for Dependent Care
  - C. Flexible Spending Account for Health Care Reimbursement
  - D. Dental insurance
  - E. Vision insurance
- 19.1.4 For calendar years 2014 and 2015, the City's contribution to the Cafeteria Plan for full time employees will be:
- A. A maximum on one hundred percent (100%) of actual cost of coverage, up to a maximum of one hundred percent (100%) of Kaiser family rate, plus
  - B. A maximum of one hundred percent (100%) of actual cost of coverage for dental and vision coverage, minus
  - C. The PEMHCA minimum monthly employer contribution.
- 19.1.5 Effective January 1, 2016, the City's contribution to the Cafeteria Plan for full time employees will be:
- A. A maximum of ninety percent (90%) of actual cost of coverage, up to a maximum of ninety percent (90%) of Kaiser family rate, plus
  - B. A maximum of ninety percent (90%) of actual cost of coverage for dental and vision coverage, minus
  - C. The PEMHCA minimum monthly employer contribution.
- 19.1.6 For part-time employees working (20) or more hours per week covered by this MOU this amount shall be prorated based on the percentage of full time equivalent status.
- 19.1.7 The health benefit plans offered shall be those of the California Public Employee's Retirement System (CalPERS) provided however, upon the request of the City or Union, the parties will re-open this Article 19.1. to meet and confer on modifying 19.1. to provide a different group health plan. It is understood that any change from the group health plans offered by the California Public Employee's Retirement System (CalPERS) will only be made by mutual

agreement between the City of Redwood City and the International Association of Fire Fighters Local 2400.

19.1.8 All costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22751, et seq., and all costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, shall be paid from the aforementioned monthly dollar caps identified in Sections 19.1.2, 19.1.4, 19.1.5, and 19.1.6. Such costs include, but are not limited to, premiums, surcharges, and/or administrative fees.

19.1.9 In the event there are any costs not charged to the City due to delays by the Group Health Plan Administrator and/or other administrative agencies in calculating or reporting these costs, said costs shall be carried over and charged as administrative costs to the following plan year and deducted from the aforementioned monthly dollar caps accordingly.

19.1.10 An employee who is receiving a disability retirement due to a work related illness or injury, shall receive paid medical benefits provided that the employee is not eligible for similar benefits through a spouse's health plan.

Whenever the above eligibility criteria is met, the City will provide medical benefits at the same benefit tier (single, two-party, family) which the employee would have been receiving if he/she had continued as an active employee. This includes adding and/or deleting eligible dependents.

19.1.11 Employees who elect no health plan coverage and provide evidence of other group health plan coverage during annual open enrollment shall receive cash-in-lieu as follows:

For calendar year 2014, the City and the employee shall share equally the amount designated in Section 19.1.4 above as the City's total maximum combined monthly contribution.

For calendar year 2015, full time employees who opt out of City provided health insurance shall receive \$933.79 per month as cash-in-lieu of medical insurance coverage.

Employees who opted out for calendar year 2015 and continue to opt out for calendar year 2016 shall receive \$500 per month in 2016; all other employees who opt out for calendar year 2016 shall receive \$200 per month.

All employees who opt out of City-provided health insurance for calendar year 2017 and later shall receive \$200 per month.

## **19.2 Retiree Health Benefits**

For employees who have ten (10) years of service with Redwood City and retire under the City's retirement plan, the retirement stipend paid by the City shall be equal to the premium paid for a current employee (employee only), for the same plan based on the Bay Area Regional pricing schedule, of which the City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining amount. Retirees that reside in other higher priced regions will be required to pay the additional premium amount that is in excess of the Bay Area rates.

## **19.3 Dental Insurance**

The City shall continue to provide to eligible employees and dependents dental insurance through the Delta Dental program, through the term of this agreement to include coverages as follows: \$2,000 annual cap for basic coverage and \$2,500 lifetime cap for orthodonture.

## **19.4 Savings Clause**

If, pursuant to any federal or state law which may become effective subsequent to the effective date of this MOU, the City is required to pay contributions or taxes for hospital-medical-surgical, dental care, prescription drug or other health benefits to be provided its employees under such federal or state act, the City's obligation to furnish the same benefits under the hospital-medical-surgical, dental care and major medical programs shall be suspended and the contributions agreed to be paid monthly hereunder by the City shall be reduced each month by the amounts which the City is required to expend during any such month in the form of contributions or taxes to support said federal or state health plan.

If, as a result of such a law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under the Group Health Benefit Plans provided by the City, the City shall, to the extent practical, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under the Group Health Benefits Plans provided by the City, according to the plan selected by individual employees. The City need only expend for this purpose the actual amount required to achieve parity between the benefits agreed to be provided under the Group Health Benefits Plans provided by the City and the benefits provided under any federal or state plan as supplemented in the manner hereinabove described. In no event shall the City be required to expend for such purposes an amount which, when added to the contributions or taxes required of the City under the federal or state act, shall exceed the amounts paid at the time such legislation becomes effective.

If the benefits provided under the federal or state act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contributions.

#### **19.5 Life Insurance**

The City shall continue to offer to eligible employees additional life insurance equal to one and one-half (1½) times the employee's annual salary, at a 60/40 premium contribution split between the City and the employee respectively.

#### **19.6 Vision Care**

The City shall continue to contract with Vision Service Plan (VSP) or a comparable vision care provider to provide Vision Care Plan B benefits for I.A.F.F. employees and their dependents. The Vision Service Plan B provides for an exam every 12 months, lenses every 12 months if needed, and frames every 2 years if needed. There is to be no deductible for employees, but a \$20.00 per person deductible will apply to dependents each time benefits are available and will be paid by the employee.

#### **19.7 Long Term Disability Insurance**

The City will reimburse twenty-five dollars (\$25.00) per month per employee towards the cost of Long Term Disability.

### **SECTION 20 – BENEFITS DURING STRIKE TEAM ASSIGNMENT**

Any employee on State or Federal Assignment shall remain an employee of the City and shall retain all rights and benefits as provided to City employees covered by this agreement, notwithstanding State or Federal reimbursements to the City.

### **SECTION 21 - SAFETY**

**21.1** Both the City and the Union shall expend every effort to see to it that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations.

**21.2** As required by the National Fire Protection Association (N.F.P.A.) sections 1500; 5-3,9; and 1404; 4-2,3, and the Code of Federal Regulations (CFR)/title 8/5144, the employer shall not permit respirators with tight fitting face pieces to be worn by employees who have facial hair that comes between the sealing surface of the face piece and the face or that interferes with valve function, or any condition that interferes with the face to face piece seal or valve function. Therefore, mustaches, or other facial hair, are not to interfere with the seal or valve function of a face mask.

- 21.3** Each employee covered by this MOU agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of, or who is a witness to, an accident shall, if requested, give full and truthful testimony as to same.
- 21.4** The Union may appoint two (2) employees of the Fire Department to the Fire Department Safety Committee.

## **SECTION 22 – GRIEVANCE PROCEDURE**

### **22.1 "Grievance" Defined**

A grievance shall be defined as any dispute arising during the term of the MOU which involves the interpretation or application of any provision of this MOU during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this MOU. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the grievance procedure.

### **22.2 Grievance Level I - Initial Discussions**

Any employee who believes that he/she has a grievance shall present his/her complaint to the top management official in the department in which he/she works, or with such subordinate management official as the department head may designate. The grievance must be presented within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. If the issue is not resolved within the department, or if the employee elects to submit his/her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he/she is assigned, the procedures hereafter specified may be invoked.

### **22.3 Grievance Level II - Referral to Personnel Officer**

Any union represented employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance, may notify the Personnel Officer and the Department Head in writing that a grievance exists, and in such notification state the particulars of the grievance and if possible the nature of the determination which is desired.

If the grievance is filed directly at Level II and was not heard at Level I (above), this Level II written grievance notice must be received by the Personnel Officer and the Department Head within ten (10) days after the

grievant knew or reasonably should have known of the circumstances which form the basis for the grievance.

If the grievance was first heard at Level I, and the grievant wishes to pursue the matter, the Level II Grievance must be received by the Personnel Officer within ten (10) days of the decision by the management official (or designee) at Level I.

The Personnel Officer shall thereupon investigate the issues involved, and meet with the complainant or representative and attempt to reach a satisfactory resolution of the problem. The Personnel Officer shall communicate his/her decision to the Grievant in writing within fourteen (14) days after receiving the grievance. No grievance may be processed under Subsection 22.4 below which has not first been filed and investigated in pursuance of this Subsection 22.3.

#### **22.4 Grievance Level III - Arbitration**

Either the Union or the City may require that the grievance be referred to an impartial Arbitrator, who shall be designated by mutual agreement between the Union and the City Manager. This referral shall be done within ten (10) days of issuance of the Personnel Officer's decision under Level II.

The fees and expenses of the Arbitration and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of Arbitrators on matters properly before them shall be final and binding on the parties thereto, to the extent permitted by the Charter of the City.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction, unless such dispute falls within the definition of a grievance as hereinabove set forth in Section 22.1.

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto, shall not be arbitrable and no proposal to modify, amend or terminate this MOU nor any matter or subject arising out of or in connection with such proposal, may be referred for arbitration under this Section; and neither shall any Arbitrator have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in the MOU or interpretation thereof (except interpretation resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

## **22.5 Disciplinary Actions**

No grievance involving the discharge or suspension of an employee will be entertained unless it is filed in writing with the Personnel Officer within ten (10) work days from the date of the discharge. "Work" days shall be defined by Section 14.2.

The Personnel Officer, with the concurrence of the City Manager and in pursuance of the procedures outlined in Subsection 22.3 hereof, may resolve a grievance which involves discipline.

## **22.6 Pay Claims**

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustment shall be retroactive for more than thirty (30) days from the date of filing.

## **22.7 Right of Regular Employee**

A regular employee who is discharged shall have the right to appeal such action pursuant to the grievance procedure provided in Section 22.

## **22.8 Time**

Failure of the grievant to adhere to time deadlines without reasonable cause shall constitute a waiver of the right to further appeal. Failure of the City to adhere to time deadlines shall mean that the grievant or the Union may proceed to the next grievance level.

The grievant and the City may extend any time deadline by mutual agreement.

## **SECTION 23 – OUTSIDE EMPLOYMENT**

No full-time employee shall engage in employment that may constitute a conflict of interest for the employee of the City. No employee shall apply himself or herself to any outside employment during his/her regular working hours. The Employee shall submit a form agreeable to the City and to the Union indicating the nature of the outside employment.

No emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City.

## **SECTION 24 – RESIDENCE REQUIREMENT**

There shall be no residence requirement.

## **SECTION 25 – GENERAL PROVISIONS**

### **25.1 Damaged or Lost Property**

Damage and loss of any Fire Department property or employee's personal property shall be reviewed by an investigating committee, composed of a representative designated by the Fire Chief and a member of the Redwood City Fire Department designated by the Union, in order to determine the responsibility for the damage or loss and method and amount of compensation.

### **25.2 Release of Information**

The City shall release information to creditors only upon proper identification of the creditor and an acceptable reason for the inquiry. Information released shall be limited to verification of employment, length of employment and verification of salary information if the creditor inquiring first states the correct salary to the City.

### **25.3 Grooming**

Employees shall present a neat appearance at all times. Facial hair shall not interfere with the seal of a face mask. Personal appearance standards shall be consistent with the Lexipol Operations Manual.

### **25.4 Employee Personal Locker**

An employee's personal locker may be opened in the employee's presence, with the employee's consent, with a valid search warrant or where the employee has been notified that a search will be conducted.

### **25.5 Smoking or Chewing of Tobacco Products**

Employees shall be prohibited from using tobacco products including, but not limited to, cigarettes, cigars, pipes, and chewing tobacco within twenty (20) feet of any City of Redwood City facility or vehicle.

### **25.6 Garnishments**

Effective April 1, 1988, whenever the City is compelled by appropriate legal process to implement a garnishment on the wages of an employee more than once, for each garnishment beyond the original one, the City shall be entitled to deduct from the paycheck of the employee a service charge in the amount of twenty five dollars (\$25.00) for setting up the procedure.

## **25.7 Shift Trades**

The City agrees that employees who are assigned to the Fire Unit may, with the written approval of their supervisor, trade duty periods or portions thereof with qualified employees in the same classification. The authorizing official shall determine the qualifications of the employee involved in the trade. The Union agrees that all trades between employees shall be repaid within twelve (12) months and shall not involve any additional compensation to the employees involved.

All requests for shift trades over one (1) hour shall require the completion of the approved Fire Department form and must be approved by the employee's immediate supervisor.

When an employee completes and signs the approved Fire Department form, he/she accepts full responsibility for the scheduled trade day. If the employee fails to fulfill the agreement he/she will be held accountable the same as if it were their regular scheduled work time.

## **25.8 Routine Work Assignments**

It is the practice of the Redwood City Fire Department to complete routine work assignments prior to 1700 hours each day.

While this practice is normally adhered to, operational problems and training needs must also be considered. Fire fighting personnel assigned to a twenty-four (24) hour shift are expected to be ready to respond to any emergency which occurs during the shift. Shift personnel are expected to maintain the equipment and the station in proper order so that they can respond to fire and emergency calls at all times.

Routine duties will normally be completed prior to 1700 hours. Night training, which prepares fire fighting personnel for night time emergency operation, may be scheduled for after 1700 hours.

The training program will regularly be evaluated to insure that the program is effective and that desired results are achieved.

On New Year's, Easter, Thanksgiving and Christmas the normal routine Fire Department duties shall be suspended.

Employees may work on personal projects after 1700 provided that any work related to motor vehicles other than washing and cleaning of the vehicle is prohibited and personal projects do not interfere with scheduled Department activities. Work on personal projects is to be immediately foregone in case of an emergency call.

## **SECTION 26 – APPARATUS STAFFING**

The City shall assign three (3) Fire Fighting personnel to operate each engine company, four (4) Fire Fighting personnel to operate each ladder truck, two (2) Fire Fighting personnel to operate each reserve truck, and one (1) Fire Fighting personnel to operate each rescue truck dispatched for emergency service.

Depending on the number of personnel on duty, staffing for each station may vary. Employees may refer to Operations Manual Division 5, Article 5-7, and "Apparatus Staffing."

It is agreed that reference to a minimum number of on-duty suppression personnel shall be deleted from the departmental rules and all other City documents, and the requirement to maintain any such minimum is no longer in effect.

## **SECTION 27 – PHYSICAL FITNESS PROGRAM**

The City shall continue during the term of this MOU the mandatory Physical Fitness Program for all Fire Fighter/Engineers and Fire Captains who are assigned to a twenty-four (24) hour work shift. There shall be no cost to the City for the Physical Fitness Program, and it shall normally be conducted between the hours of 0830 and 0930 hours, but the company officer may determine other times for physical activity as needed.

The parties agree that the Safety Committee can establish guidelines on any prohibited physical fitness activities.

## **SECTION 28 – DRUG-FREE FIRE PROTECTION SERVICES**

The Parties agree that providing fire protection and emergency services to the community, and the illegal use or possession by employees of drugs, are incompatible and unacceptable.

It is the obligation of employees not to be impaired due to drug use when they are to report for, or when they are on duty; not to possess illegal drugs or to possess prescription drugs without a bona fide prescription during duty hours or while on City property; not to directly or indirectly sell or provide impairing drugs to a fellow employee while either or both employees are on duty, except in the proper course of providing emergency medical care to such fellow employees; and to notify his/her supervisor, before commencing work, when taking any medications or drugs which may interfere with the safe and effective performance of duties.

Supervisors may require that an employee submit to drug test when such supervisor has reasonable suspicion that an employee is under the influence of drugs at a time when the employee is to perform job duties and responsibilities. "Reasonable suspicion"

means a belief based on facts and circumstances sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs.

When it is determined through a drug screening test and a confirmatory test, or otherwise, that an employee has violated this Section, the employee shall be subject to discipline up to and including discharge.

Employees who hereafter apply for promotion shall, as a condition of appointment, submit to a drug test. A confirmed positive result shall disqualify such applicant, who may thereafter not apply for such promotion for one year.

The implementation of drug testing hereunder shall comply with employee due process procedures as required by law and as specified by the Fire Department Substance Abuse Program.

### **SECTION 29 – SEPARABILITY OF PROVISIONS**

Should any section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

**SECTION 30 – TERM OF AGREEMENT**

The Memorandum of Understanding entered into on the 17<sup>th</sup> day of June, 2015, and the amendments to the rules and regulations and salary ordinance provisions enacted pursuant thereto; and, as reflected in this Memorandum of Understanding, shall remain in effect for those employees employed in those classifications which comprise the Fire bargaining unit for the period of January 1, 2014, to and including December 31, 2017.

SAN MATEO COUNTY FIRE FIGHTERS  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 2400

CITY OF REDWOOD CITY

By Adrian Anderson  
Adrian Anderson, IAFF President

By Robert B. Bell  
Robert B. Bell, City Manager

By Greg DaCunha  
Greg DaCunha, IAFF

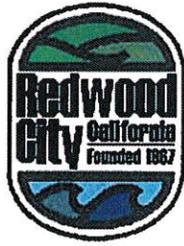
By Rick Kehr  
Rick Kehr, IAFF

By Terry Condon  
Terry Condon, IAFF

By Marta Barker  
Marta Barker, IAFF

By Jason Fox  
Jason Fox, IAFF

By David A. Swim  
David Swim, IAFF Chief Negotiator



## **SIDELETTER OF AGREEMENT**

Adrian Anderson, President  
San Mateo County Fire Fighters  
Local 2400, IAFF  
Redwood City Chapter

Dear Adrian:

During the recently concluded negotiations for a successor Memorandum of Understanding between the City of Redwood City and Local 2400, the parties agreed to the following:

**Outside Schooling Leave:**

Effective the first pay period following ratification and council approval of a successor MOU between the parties, all employees represented by the bargaining unit will be permitted to take up to thirty (30) hours per fiscal year of leave to attend job-related classes, subject to employee request and advance approval of classes and leave time by the Fire Chief. The hours taken per employee may be taken in blocks of less than twenty-four (24) hours.

Refer to Outside Schooling Guidelines in Division 3, Article 13 of the Operations Manual for additional information.

The parties will meet and confer over the maximum number of outside schooling leave hours per fiscal year upon request of the Fire Department.

Upon request from the employee, the Training Officer may approve an additional six (6) hours of outside schooling leave within a fiscal year.

**FBOR Procedures:**

The parties agree to meet and confer during the term of the agreement over the adoption of disciplinary appeal procedures in compliance with the Firefighters Bill of Rights.

FMLA:

The parties agree to meet and confer during the term of the agreement on the City's Family Medical Leave Act/California Family Rights Act Policy. It is understood that, prior to agreement on the policy, MOU provisions from 2010-2013 remain in effect.

Paramedic Program:

The parties agree to meet and confer during the term of the agreement on items related to the implementation of section 7.6.2 (time commitment for hired paramedics), and remaining provisions of the 1997 side letter regarding the paramedic program not incorporated in this Memorandum of Understanding.

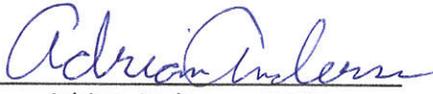
If the foregoing is in conformance with your understanding, please indicate your approval and acceptance in the space provided below.

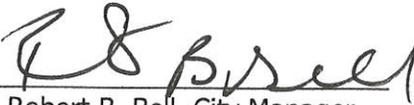
APPROVED AND ACCEPTED:

Very truly yours,

SAN MATEO COUNTY  
FIRE FIGHTERS LOCAL 2400, IAFF

CITY OF REDWOOD CITY

By   
Adrian Anderson, IAFF

By   
Robert B. Bell, City Manager

Dated 6/17/15

Dated 6/22/15

Human Resources Division  
1017 Middlefield Road  
Redwood City, CA 94063



Telephone 650.780.7288  
Fax: 650.364.3539  
[www.redwoodcity.org/hr](http://www.redwoodcity.org/hr)

## **Side Letter of Agreement**

The City of Redwood City ("City") and San Mateo County Firefighters, International Association of firefighters, Local 2400 ("Association") (collectively referred to as the "parties") have met and conferred, and hereby agree to the following changes to the 2014-2017 Memorandum of Understanding between the parties.

Section 18 ("Sick Leave"), Article 18.1.5 ("Credit for Unused Sick Leave") Shall be read in its entirety as follows:

18.1.5.1 An employee may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the first 26 pay periods ending in the calendar year) by requesting payment of unused sick leave in writing to the Director of Finance on or before December 31, of the prior calendar year. Payment shall be made at twenty-five percent (25%) of the value of the unused sick leave, or fifty percent (50%) if no more than 24 hours have been used for the first 26 pay periods ending that year, at the salary for the year the payment is being made. The City will endeavor to make payment on the non-payroll Friday immediately following the first payroll Friday in January following the year in which leave is earned, however the payment will be made no later than the first pay period in February. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year.

18.1.5.2 Accumulated sick leave credits shall be reduced by the value of the sick leave compensated as provided in the above paragraph and the remaining balance shall be accumulated to a maximum as outlined in Section 18.1.1. If an employee terminates his/her employment for reasons other than death, retirement, or discharge, compensation in lieu of unused sick leave shall be paid in accordance with the terms provided for an employee who may elect to receive compensation in lieu of sick leave credits, prorated to the date of termination of service.

18.1.5.3 Upon retirement or death, an employee or an employee's dependents shall be paid A) compensation in lieu of unused in accordance with the terms provided for an employee who may elect to receive compensation in lieu of sick leave credits, prorated to the date of termination of service; and B) fifty percent (50%) of all of the employee's remaining accrued sick leave. Employees who die in the line of duty or whose death is determined to be directly attributable to injury or illness sustained while on duty shall be

eligible to receive one-hundred percent (100%) of accrued unused sick leave. Payment of unused sick leave hours shall be made at the employee's current hourly rate.

In the event of the death of an employee, such payments shall be made to the designated beneficiary filed with the Director of Finance, or, in the event no designated beneficiary has been chosen, the beneficiary listed in the unit member's life insurance policy will receive payment of such unused sick leave as provided under the provisions for the employee who elects to receive compensation in lieu of sick leave credits. Employees discharged shall not be eligible for payment of unused sick leave.

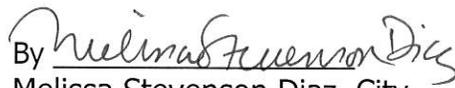
- 18.1.5.4 Unused accumulated sick leave at the time of retirement, for which the employee receives no compensation, shall be converted to additional service credit at the rate of 0.004 years of service for each day, i.e., 250 days of sick leave for one additional year of service credit. Local safety member benefits subject to a maximum of 90% of the average final compensation will not be increased beyond that limit for unused sick leave credit.

APPROVED AND ACCEPTED:  
SAN MATEO COUNTY  
FIRE FIGHTERS LOCAL 2400, IAFF

By   
David Swim, IAFF

Dated: December \_\_, 2015

Very Truly Yours,  
CITY OF REDWOOD CITY

By   
Melissa Stevenson Diaz, City  
Manager

Dated: ~~December \_\_, 2015~~  
March 14, 2016

**MOU BETWEEN THE CITY OF REDWOOD CITY AND IAFF LOCAL 2400  
SIDE LETTER OF AGREEMENT**

Recently, members of IAFF met with representatives of The City of Redwood City to discuss IAFF's desire to continue the 2/4 work schedule in 2017 and future years. The pilot schedule, as outlined in paragraph 7.3.1 of the MOU, was scheduled to expire on December 31, 2016. The parties mutually agreed to extend the schedule currently in effect under the following conditions:

1. Data concerning sick leave usage, mandatory overtime, and administrative challenges are still being evaluated. We will add the 2/4 work schedule to the IAFF/Command Staff agenda for the remaining meetings of 2016 and 2017 to allow for quarterly feedback and discussion. Either party can request a special meeting to discuss the work schedule if the timing of the quarterly IAFF/Command Staff meetings is not convenient.
2. In the event that a situation arises where the 2/4 schedule creates issues that are found to have an adverse impact on internal operations and/or service to the public, either party may request to reopen Section 7.3.1 to make amendments or changes to the schedule.

Therefore, the MOU shall be amended as follows:

New paragraph at MOU Section 7.3.1:

The regular workweek for employees in the classification of Fire Fighter/Engineer and Fire Captain shall be fifty-six (56) hours on existing work schedules. The work schedule shall consist of eight (8) twenty-four (24) hour on-duty periods within a twenty-four (24) day cycle to be worked in accordance with the following chart:

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

XXOOOOXXOOOOXXOOOOXXOOOO

APPROVED AND ACCEPTED:

Very truly yours,

CITY OF REDWOOD CITY

SAN MATEO COUNTY  
FIREFIGHTERS LOCAL 2400, IAFF

By Melissa Stevenson Diaz  
Melissa Stevenson Diaz,  
City Manager

By David Swim  
David Swim, IAFF

Dated 10/19/16

Dated 10/4/16