

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF PIEDMONT**  
**AND**  
**PIEDMONT FIREFIGHTERS, LOCAL 2683, IAFF**  
**2008 - 2010**

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**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
**THE CITY OF PIEDMONT**  
AND  
**PIEDMONT FIREFIGHTERS, LOCAL 2683, IAFF**

This Memorandum of Understanding is entered into by the City Administrator on behalf of the City of Piedmont, an agent of a political subdivision hereinafter named "City" and on behalf of the Piedmont Firefighters, Local 2683, IAFF, hereinafter designated as "Union", as a recommendation to the City Council of the City of Piedmont concerning conditions of employment for those employees within the Bargaining Unit.

**SECTION 1 - RECOGNITION**

The City recognizes the Union as the exclusive bargaining representative for full-time permanent and probationary Firefighters, Engineers and Lieutenants.

The City further recognizes that employees assigned to the above classification shall perform those duties as determined by the Fire Chief.

**SECTION 2 - NO DISCRIMINATION**

**Discrimination Prohibited:** No persons employed by the City shall be appointed, reduced, or removed or in any way favored or discriminated against because of political or religious opinions or affiliations, or because of racial or national origin and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or sexual orientation.

**No discrimination because of Union activity:** Neither the City nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of their exercise of rights to engage or not engage in Union activity.

**SECTION 3 - UNION SECURITY**

**3.1 Dues Deductions**

The Union may have the regular dues of its members deducted from the employee's paychecks; provided, however, that such dues deduction shall be made only upon the written authorization of the individual employee.

Payroll deductions shall be for an amount specified by the Secretary-Treasurer of the Union and uniform as between employee members of the Union, and shall not include fines or fees.

Authorization, cancellation or modification of payroll deduction shall be made upon forms provided and approved by the City. The voluntary payroll deduction

authorization will remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City as provided below.

Amounts deducted and withheld by the City shall be transmitted to the Secretary-Treasurer of the Union designated in writing by the Union as the person authorized to receive such funds, at the address specified.

The employee's earnings must be sufficient, after all other required donations are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholdings, no deduction shall be made. In this connection, all required deductions have priority over the Union deduction.

The Union hereby agrees to indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Union dues. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

### **3.2 Insurance Deductions**

Upon receipt of written authorization from the employee, the City shall deduct from the employee's paycheck the amounts specified for payment of insurance premiums the employee has elected to participate in through the Union.

### **3.3 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.

### **3.4 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 blackboards, is strictly prohibited unless written approval is received in advance from the City, the presence of such equipment in approved City facilities notwithstanding.

### **3.5 Advance Notice**

Except in cases of emergency, reasonable advance written notice shall be given to the Union if affected by any ordinance, rule, resolution or regulation directly relating to matters 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 of 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. Emergency shall be defined as “an unforeseen situation calling for immediate action.”

### **3.6 Access to Work Locations**

Reasonable access to employee work locations shall be granted 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 Fire Chief or designated representative. 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 Fire Chief or designated representative.

## **SECTION 4 - CITY RIGHTS**

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and by the City Charter, except as specifically limited, abridged or relinquished by the terms of this Memorandum.

## **SECTION 5 - UNION REPRESENTATIVES**

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 Fire Chief. Such employee representatives shall notify the Fire Department head or designated representative, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed a total of three (3).

## SECTION 6 - NO STRIKE

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strikes 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 during the period that this Memorandum of Understanding is in force and effect; 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 Memorandum of Understanding during the period that this Memorandum of Understanding is in force and effect.

## SECTION 7 - SALARIES

### 7.1 Salary Ranges

Effective January 1, 2008, the basic monthly salary for Firefighters, Engineers and Lieutenants shall be increased by five and one-quarter percent (5.25%), and four and one-half percent (4.50%) effective July 1, 2008. Subsequent salary increases, namely six and one-quarter percent (6.25%) effective January 1, 2009, and six percent (6.00%) effective January 1, 2010 are subject to suspension and renegotiation based upon the language and conditions set forth in Section 33.

<u>Classification</u>	<u>1/1/2008</u>	<u>7/1/2008</u>	<u>1/1/2009</u>	<u>1/1/2010</u>
Lieutenant	7,506	7,844	8,334	8,834
Engineer	*	*	*	*
Firefighter – Step 3	6,563	6,858	7,287	7,724
Firefighter – Step 2	6,132	6,408	6,809	7,218
Firefighter – Step 1	5,715	5,972	6,345	6,726

\*Salary to be five percent (5%) above the Firefighter class from which promoted.

Initial appointments shall normally be made at the lowest step or rate of pay. Upon approval of the City Administrator, such appointments may be made at the second or third step when justified upon consideration of the difficulty of locating qualified personnel and an appointee's experience, education, knowledge of particular duties required, personal fitness for the position, and such other criteria as may be reasonably related to such preferential consideration on the basis of merit.

## **SECTION 8 - RETIREMENT BENEFITS**

### **8.1 Retirement Plans**

Effective January 1, 2008, the retirement plan for the employees represented by the Association shall be PERS 3% @ 50, as sponsored by the California Public Employees' Retirement System.

Beginning January 1, 2008, if the Public Safety Employer PERS contribution rate is more than 37%, the amount above 37% will be shared equally between the City (50%) and the employees (50%) through payroll deductions.

### **8.2 Conversion of City Paid PERS to Salary**

Effective June 30, 1994, the City converted the 9% city paid PERS to salary thereby increasing by 9% the salary reported to PERS. The employee member contribution will become 9%, which will be deducted from PERS reportable salary prior to the calculation and deduction of federal and state income taxes as provided in IRS Section 414(h)(2).

## **SECTION 9 - HOURS OF WORK, SHIFTS AND SCHEDULES**

### **9.1 Work Day**

The normal workday for each shift employee shall be a 24-hour shift; the average workweek shall be 56 hours. The 24-hour shift applies to daylight savings time changes in the fall and spring.

### **9.2 Work Schedule**

The work schedule (48 hours on duty and 96 hours off duty), as set forth in City Council Agenda Report dated March 4, 2002, shall be in effect during the term of this Agreement; provided, however, that if for any reason the Fire Chief deems it necessary to revert to another work schedule, then the Fire Chief shall give written notice to the PFFA, and explain the reasons for the schedule change. PFFA shall have 30 days to respond, and meet with the Fire Chief. Thereafter, the Fire Chief may change the work schedule at his discretion.

### **9.3 Special Orders**

While the work schedule commonly referred to as the "2x4" schedule remains in effect, Piedmont Fire Department Special Order 02-03 "Vacancy Coverage Policy" dated July 3, 2002, and Piedmont Fire Department Special Order 02-07 "Telephone Recall Procedure" dated August 12, 2002, shall remain in effect.

#### **9.4 Employee Schedule**

Work for the City by an employee at times other than those so scheduled, shall be approved in advance by the chief, or, in cases of anticipated emergency, shall be reported to the Chief as soon as possible after such emergency work is performed.

#### **9.5 Overtime**

Overtime work defined: Overtime work shall be defined as all work performed in excess of the normal work schedule set forth in Section 9.1 or 9.2 of the Memorandum. Overtime will be compensated for at one and one-half (1 1/2) the straight-time rate of pay for the classification to which the employee is permanently assigned.

#### **9.6 Extra Duty and Call Back**

There shall be an extra duty roster prepared and posted. The Chief will determine rotation and operating policy. Call back is defined as a return to work from off duty status. Minimum call back shall be four hours pay, at the appropriate rate as set forth in Section 9.5 above. Extra duty compensation shall be computed on an hourly basis. The formula for the hourly rate of pay shall be 56 hours, times 52 weeks, divided into the annual base salary for the members classification.

#### **9.7 Court Pay**

An off-duty employee who is subpoenaed to appear in court in cases in which the City is a party shall be compensated at one and one-half (1-1/2) times his regular straight-time rate for all hours the employee is so ordered to appear.

#### **9.8 Acting Pay**

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. The appropriate rate will be at the lowest step of pay for the classification to which the employee is temporarily assigned. Employees assigned such duties shall receive the higher rate of pay only when such assignment is for a minimum of eight (8) hours. The City will, whenever practical, assign those employees who hold current eligibility on a promotional employment list for the class to which the temporary assignment is to be made or, in the absence of a current employment list, the assignment will normally go to employees who have achieved the top step of their regular classification.

## SECTION 10 - HOLIDAYS

Employees are paid for all earned holidays an hourly rate of 12 hours per holiday, based on a 56-hour schedule, in the paycheck immediately following the incident of the holiday. Personnel will not be paid for a holiday if on leave of absence, or on suspension on the holiday.

New Year's Day	Columbus Day
Martin Luther King Jr. Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Member's Birthday

Employees assigned to limited duty work under the provision of Article 27 shall be given either (but not both) a day off on the holiday or receive eight (8) hours of holiday pay at the option of the employee.

If the City grants additional holidays to employees in another bargaining unit, the City will meet and confer with the Firefighters regarding additional holidays.

## SECTION 11 - VACATIONS

### 11.1 Accrual

Vacations are accrued as follows, for those working 56 hours/week:

0 - 60 months service	6 hours per pay period
61 - 96 months service	7 hours per pay period
97 - 144 months service	8 hours per pay period
145 - 192 months service	9 hours per pay period
193 - 240 months service	10 hours per pay period
241 months service and over	11 hours per pay period

### 11.2 Annual Vacation Selection

Annual vacation will be selected in accordance with the seniority of the members, regardless of rank, but they shall at no time interfere with the efficient operation of this department. Employees may elect to split vacations, but if the vacation is split, no employee will be allowed a second leave period that will interfere with another employee's first choice. All vacation schedules must have the approval of the Chief.

Annual vacations will be selected two times per year. December 1 through December 31 will be the first selection period. Employees will make vacation selections for the coming calendar year at that time. A second selection period will be during April 1 through April

30. This period will allow members to make additional selections for the second half of the calendar year – July 1 through December 31.

Because of conditions beyond the control of the employee, which could not be foreseen by him/her at the time the initial selections were made, the employee may request in writing that his/her vacation be cancelled. Said request shall be made at least seventy-two (72) hours in advance of the time that the scheduled vacation is to be taken. Said vacation may be rescheduled at the discretion of the Chief, and may be rescheduled only if it does not interfere with the efficient operations of the Department.

In addition, in the case of an unforeseen event, an Employee may request in writing an additional vacation of one day (24 hours). The Employee must give 72 hours notice to the Chief of this request. Said request may be granted at the discretion of the Chief.

### **11.3 Vacation Accumulation**

An employee shall be allowed to accumulate a maximum of two (2) years vacation accrual at any one (1) time. Employees may take only that vacation which has accrued at the time the vacation is taken. An employee may not take vacation until the employee has completed at least six (6) months service.

### **11.4 Vacation Sell-Back**

Within a calendar year, an Employee may sell back to the City up to ninety-six (96) accumulated hours of vacation time, subject to the employee having no less than two (2) weeks of vacation on the books after the sell-back and so long as employee notifies payroll prior to or with timesheet submission.

## **SECTION 12 - SICK LEAVE**

### **12.1 Accrual Rate**

Each regular full-time employee shall earn sick leave benefits at the rate of twenty-four (24) hours for each month of employment. In the event of absence due to illness or injury, the employee's regular monthly salary shall continue only for the period of time covered by the employee's accumulated sick leave benefits.

### **12.2 Sick Leave Conversion/Incentive Program**

Effective April 1, 1997, the City added to the current PERS contract, Credit for Unused Sick Leave in accordance with Government Code Section 20965 of the California Public Employees' Retirement Law. This section provides a sick leave credit of .004 year of service credit for each unused day of sick leave.

### **12.3 Usage**

Employees are entitled to be paid for sick leave used, to a maximum of time accrued, under the following conditions:

- A. The employee's illness or injury, or the illness or injury of a member of the employee's—immediate family incapacitates him or her from performance of duties. For purposes of this Section immediate family is defined as a child, parent, spouse, registered domestic partner or child of registered domestic partner.
- B. The employee's receipt of required medical or dental care or consultation.
- C. The Chief may require medical certification or other substantiating evidence of illness for any period for which such leave is sought. Such requests shall not be made on an arbitrary or discriminatory basis.
- D. Each hour of illness or injury shall be deducted from the employee's accumulated sick leave benefits.

*\*A registered domestic partnership requires filing an Affidavit of Domestic Partnership with the Secretary of State.*

#### **12.4 Catastrophic Leave Program**

Permanent employees represented by the bargaining unit may be eligible to receive donations of paid leave, to be included in the recipient employee's sick leave balance if he/she has suffered a catastrophic illness or injury which is defined as a serious medical condition considered to be terminal, a major physical impairment, or a family medical emergency (defined as a catastrophic illness or injury of a spouse, registered domestic partner, child or parent residing in the employee's household), subject to the following conditions:

- The recipient employee, recipient employee's family, or other person designated in writing by the recipient must submit a request to the City Manager or designee.
- The recipient employee is not eligible so long as he/she has paid leave time available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.
- The recipient employee must provide a medical verification which meets the criteria above and a prognosis.
- Donations may be made in whole hour increments, and are irrevocable. The donor employee may donate vacation up to any amount, but the City may require that the donor employee retain 40 hours of vacation leave. Sick leave may be donated up to 24 hours in whole hour increments. Donations may be made from any individual employed by the Piedmont Fire Department.
- Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.

- Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- Eligibility for this program requires recommendation by the Fire Chief and approval by the City Manager.

## **SECTION 13 - LEAVE OF ABSENCE**

### **13.1 Industrial Disability Leave**

Any regular employee in the classification of Firefighter, Engineer or Fire Lieutenant, who has suffered any disability arising out of and in the course of his or her employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to period of such disability 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.

### **13.2 Military Leave**

Leave without pay is provided to employees who are called for military service for the Armed Forces of the United States or are in the Armed Forces Reserves. Employees are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code. Employees must bring their military service orders to the Fire Chief for review prior to commencement of the leave.

### **13.3 Leave of Absence Without Pay**

Any employee desiring a leave of absence without pay from his or her employment for any reason shall secure written permission from the Fire Chief. The decision of 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 Memorandum. 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 Fire Chief. The Fire Chief may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof. Further, an employee who fails to return from a leave of absence will be considered to have constructively resigned from his/her position and may be separated from City service after being afforded procedural due process (Skelly rights).

### **13.4 Jury Duty**

Any employee whose name is selected from the list of trial jurors to serve as a 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 service shall be deducted from the pay; 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.

### **13.5 Maternity Leave**

Employees shall be granted a leave for pregnancy without pay or benefits, as follows: Such employees may continue their employment during pregnancy if the employee's doctor certifies in writing that the employee is capable of continuing such employment without danger to herself. Prior to leaving the employee shall advise the Fire Chief in writing that she will wish to return to work after the birth of her child, and she must hereafter return ready and able to work within four (4) months from the date of birth, with a doctor's certificate stating that she is capable of resuming her normal full-time employment. Employees who neglect or who find it impossible to comply with the foregoing shall be deemed to have voluntarily terminated their employment with the City.

Any employee who due to her pregnancy suffers disabling complications prior to being granted maternity leave shall have the option of using accumulated sick leave for such disability. No sick leave shall be granted upon the commencement of the maternity leave.

The foregoing provision, Maternity Leave, shall be subject to applicable federal and state law.

### **13.6 Family and Medical Leave**

Employees shall be permitted to take Family and Medical Leave consistent with the provisions of the law and the policy of the City.

1. The purpose of this policy is to implement the provisions of the California Family Rights Act of 1991, as amended, and the Family and Medical Leave Act of 1993. Where there are differences between the state and federal acts, the more generous requirements of the two have been extended to City employees. If any provisions of this policy are inconsistent with the state and federal acts and their enabling regulations, the acts and regulations shall supersede this policy.

2. Employees with more than one (1) year of continuous service with the City, who have worked at least 1,250 hours during the previous year, may take up to twelve (12) workweeks of leave in a 12 month period because of:

- a. the birth of a child or the placement of a child for adoption or foster care;
- b. the employee is needed to care for a family member (child, spouse or parent) with a serious health condition;
- c. the employee's own serious health condition makes the employee unable to do his/her job.

Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. Any leave provided herein for the birth of a child shall be in addition to disability leave for maternity purposes.

3. A leave granted under this provision will normally be leave without pay except that an employee may elect to exhaust vacation or earned time off prior to leave without pay. Sick leave may not be used to care for a family member. However, the City will provide up to five (5) days sick leave for illness of a family member who lives with the employee.

4. Family care leave may be used in one or more increments, but shall not exceed a total of twelve (12) workweeks of leave in a 12 month period measured backward from the date leave is used. A leave for the care of a newborn, adopted or foster care child shall be taken on a continuous basis in increments of not less than two (2) weeks. An employee may request intermittent leave in one day increments for the care of a seriously ill family member or for the treatment of a serious health condition of the employee. A reduced leave schedule (i.e. a work schedule that reduces the number of hours per workweek or workday) may be established where medically necessary for an employee to care for a seriously ill family member or for the treatment of a serious health condition of the employee.

5. Unless the need for family and medical leave arises out of an unforeseen emergency, employees requesting leave will be expected to provide reasonable advance notice of the need for leave and, at a minimum, written notice of five (5) working days. Failure to provide advance notice may be cause for delaying the effective date of leave. The City may require employees requesting family care leave for the care of a seriously ill family member, or for the treatment of a serious health condition of the employee to provide medical verification of the illness. Such verification should include a statement that the condition warrants the attention of the employee and an estimate of the period of time needed for the care.

6. Where both a husband and wife are employed by the City and both are eligible for family and medical leave, the aggregated leave to which both are entitled is limited to twelve (12) workweeks of leave in a 12 month period if leave is for the birth or placement for adoption or foster care of the employee's child or to care for a seriously ill parent.

7. Employees on family and medical leave will be eligible to continue medical and dental insurance coverage and other group coverage's as if the employee were in a

regular paid status. The City will pay the same premiums as if the employee remained in a paid status. If an employee elects to maintain insurance coverage while on family care leave and there is normally a payroll deduction for part of the premium, the employee shall pay the premiums in advance in accordance with the requirements necessary to maintain coverage. For the period of family care leave in a paid status, if any, the employee will continue to accrue vacation, sick leave and holidays.

8. Family and medical leave shall not constitute a break in service for seniority or any employee benefits. An employee on family care leave without pay for more than thirty (30) consecutive calendar days shall have their anniversary date adjusted to reflect the time absent without pay in excess of thirty (30) days.

9. The employee shall cooperate with the City in scheduling his/her date to return to work, and, whenever possible, give the City at least thirty (30) days advanced notice of availability. Upon return from leave, the City shall restore the employee to the employee's previous position or to a comparable position. Where the leave was for the treatment of a serious health condition of the employee, the City may require the employee to provide medical verification of fitness for duty.

### **13.7 Funeral Leave**

In the case of death within the immediate family of an employee, such employee shall be entitled to leave from duty with pay in order to attend the funeral or memorial service for a period of up to two (2) shifts. The immediate family of an employee, for the purpose of this section, shall be defined as: wife, husband, mother, father, sister, brother, child, grandmother, grandfather, spouse's grandmother, spouse's grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren and registered domestic partner.

Leave of absence with pay because of death in an employee's immediate family is allowed solely for the purpose of attending funeral and memorial services, and such leave shall not be charged against vacation or sick leave which an employee may be entitled to, but may be in addition thereto.

In special cases, with the approval of the Fire Chief, the City Administrator may grant a death leave in accordance with the above provisions to allow an employee to attend funeral or memorial services because of the death of a person not included within the definition of the immediate family.

All requests for funeral leave shall be made in writing, specifying the time and date of the funeral and/or memorial service.

### **13.8 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.

## **SECTION 14 - HEALTH AND WELFARE**

### **14.1 Medical**

Effective January 1, 1997, the City enrolled employees and their dependents in the PERS Medical program. Effective January 1, 1997, the City also enrolled in the PERS Medical program retirees and eligible survivors of retirees who subscribe for such coverage.

Effective January 1, 2009, health insurance premiums will be at a shared cost between the city and the bargaining unit employees. If the PERS Kaiser North premium increases above 12%, the amount above 12% will be shared equally between the city (50%) and the employees (50%). If the rate does not increase by at least 12%, the employee is not responsible for cost sharing. The employee shall only be responsible for shared costs of any increase up to 18%. Employee contribution shall be made by payroll deduction.

The City shall pay \$1.00 per month for each eligible retiree and/or eligible survivor of a retiree who subscribes for coverage. The amount paid on behalf of retirees and/or their eligible survivors shall increase annually at a rate of five percent (5%) as required by PERS regulations until it reaches the amount paid for active employees and their dependents.

### **14.2 Dental**

The City shall provide the cost of providing each eligible employee and his/her eligible dependents dental care benefits under a group insurance plan in effect at the time of this memorandum. Orthodontic care is included in the group policy, and covers up to 70% of the cost for adults and children (subject to a lifetime maximum of \$5,000 per person).

### **14.3 Life Insurance**

The City shall pay the cost of providing each employee with a group term life insurance policy in an amount equal to twice the employee's gross base annual salary, rounded to the nearest one thousand dollars (\$1,000) increment. The City's payment shall cease to retain such policy (if conversion is available) at his/her sole expense. The City shall pay the cost of providing each employee with an Accidental Death and Dismemberment insurance policy in an amount equal to twice the employee's gross annual salary, rounded to the nearest one thousand dollars (\$1,000) increment.

#### **14.4 Vision Plan**

The City shall pay the cost of providing each eligible employee and his/her eligible dependents vision coverage under a group insurance plan in effect at the time of this agreement.

#### **14.5 Mandated Plans**

If, pursuant to any federal or state law which may become effective subsequent to the effective date of this Memorandum of Understanding, 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 plans.

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 the Kaiser Foundation Health Services Plan or City approved health plan, 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 Kaiser Foundation Health Services Plan for those employees who have selected the Kaiser Plan. The City need only expend for this purpose the actual amount required to achieve parity between the benefits agreed to be provided under the Kaiser or other major medical plan 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.

### **SECTION 15 - UNIFORM ALLOWANCE**

On January 15<sup>th</sup> and July 15<sup>th</sup> of each year of this agreement, employees shall receive a payment of six hundred dollars (\$600) to purchase and maintain uniforms and items of personal equipment not supplied by the Department.

In January of each year, the City shall supply the following uniform items to each member of the bargaining unit: Six (6) short sleeved t-shirts, two (2) long sleeved t-shirts, two (2) sweatpants, two (2) sweatshirts and two (2) sweat shorts. The City agrees that station duty boots are an item of safety equipment to be provided as needed by the City at no cost to bargaining unit members.

Should any such Firefighter terminate from employment with the City in the first six (6) months of employment, the Firefighter shall reimburse the City on a month-by-month proration for all uniform allowance costs made on his/her behalf.

The above uniform allowance is to cover those expenses incurred to provide and maintain station uniforms and shoes necessary to meet department uniform standards and regulations.

### **SECTION 16 - PROBATION**

The probationary period for original appointments shall be for a period of eighteen (18) months. Upon satisfactory completion of such probationary period, the employee shall be appointed as a regular employee of the City.

A probationary employee shall read and discuss performance evaluations with the Company Officer before such evaluation becomes a part of the employee's employment record.

An employee may be separated from the City service at any time during the initial probationary period without right of appeal or hearing.

### **SECTION 17 - RESIGNATION AND REINSTATEMENT**

#### **17.1 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 and reasons for leaving. The resignation shall be forwarded to the Administrator's Office, with a statement by the Fire Chief as to the resigned employee's service performance and other pertinent information concerning the cause for resignation.

#### **17.2 Reinstatement**

A regular employee who has resigned in good standing may be reinstated at the sole discretion of the Fire Chief to a vacant position of the same class as his or her previous position within a period of one (1) year from the effective date of his or her resignation. Reinstatement shall be made at the salary step recommended by the Fire Chief and approved by the Administrator, not lower than the salary step held at the time the employee left City employment.

The reinstated employee will serve a new probationary period and in all other ways (except for the salary provision set forth above) shall be considered a new employee.

## **SECTION 18 - LAYOFF**

### **18.1 Order of Layoff**

In the event of a reduction of force, the employee with the least service shall be laid off first.

### **18.2 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. In hiring for a vacant position in a classification, as set forth in Section 7.1 of the Memorandum, 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.

### **18.3 Break In Service**

Service with the City shall be terminated by discharge, resignation, refusal by an employee to accept a reassignment to a related classification, twelve (12) consecutive months of unemployment, 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.

### **18.4 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 retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

### **18.5 Length of Service**

The Department shall keep an up-to-date length of service list of all employees covered by this Memorandum of Understanding 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 19 - DISCIPLINE OR DISCHARGE**

### **19.1 Right of Discipline or Discharge**

The City shall have the right to discharge or otherwise discipline any non probationary employee for cause including but not limited to dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the City's safety and reasonable departmental rules and regulations which must be conspicuously posted and not in derogation of the Memorandum of Understanding, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, without good and sufficient reason involving a conflicting obligation on

the part of the employee, or for violating, or ordering the violation of the Memorandum of Understanding. Probationary employees serve at the pleasure of the City, and the City shall not be required to show good cause for termination of probationary employees. The City shall comply with the Firefighter Procedural Bill of Rights Act with respect to all disciplinary matters.

## **19.2 Appeals**

If an employee who is not in probationary status in an entry-level position feels he/she has been unjustly disciplined or discharge, he or she shall have the right to appeal his or her case through the appeals procedure of the City of Piedmont Personnel Rules.

Any disciplined or discharged employee shall be furnished the reason for his or her discipline or discharge in writing.

## **SECTION 20 - PERSONNEL FILES**

Any employee or designated representative, on presentation of written authorization from the employee, shall have reasonable access to the employee's personnel file on request.

## **SECTION 21 - GRIEVANCE PROCEDURE**

A grievance shall be defined as a dispute over the interpretation or application of this Memorandum of Understanding or written Fire Department Rules and Regulations which adversely affects the grievant.

The Union may file a grievance on behalf of several similarly adversely affected employees (group grievance) provided the employees are identified so that the grievance may be properly investigated.

The grievant shall discuss the dispute with his/her lowest level supervisor. Discharge and disciplinary action as specified in the City of Piedmont Personnel Rules shall not be subject to the Grievance Procedure. In the event the grievant is not satisfied with the decision, the grievant may proceed to the next level of supervision for settlement. In the event the grievant is not satisfied at the decision, the grievance shall be reduced to writing and filed with the Fire Chief for adjustment. If within five (5) business days the grievance has not been settled, it then shall be filed with the City Administrator whose decision shall be final. The above time limits may be extended by mutual agreement.

## **SECTION 22 - SAFETY**

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

Each employee covered by this Memorandum of Understanding 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.

The Union may appoint two (2) employees of the Fire Department to the Fire Department Safety Committee.

## **SECTION 23 - GENERAL PROVISIONS**

### **23.1 Departmental Rules and Regulations**

The Union agrees that its members shall comply with all Fire Department rules and regulations. The Union shall during the term of this Memorandum, name two (2) representatives to meet with the Fire Chief for the purpose of reviewing and updating the Fire Department Rules and Regulations.

### **23.2 Maintenance of Qualifications**

It is understood and agreed that employees must continue to meet the basic requirements for their position during the term of their employment. Included in this is the maintenance of a valid California Class B Firefighter driver's license.

### **23.3 Liability Insurance**

The City shall provide liability insurance to cover employees in the event of accidents occurring within the scope of and arising from proper commission of assigned duties.

### **23.4 Shift Trades**

Employees may trade shifts in conformity with the Fire Department rules and regulations.

### **23.5 Class B Driver's License**

All employees hired after October 1, 2000 shall be required, as a condition of employment, to obtain a valid Class B driver's license by the end of their probationary period.

## **SECTION 24 - EDUCATION ALLOWANCE**

The City shall reimburse an employee for educational expenses for courses of study at an approved and accredited college or junior college in an off-duty status not to exceed One Thousand Dollars (\$1,000) per fiscal year if the subject matter content of the course is related directly to the employee's work assignment or is a course required for the attainment of a degree or certificate program in a field related to the employee's work assignment.

The employee must submit an application to his Department Head giving all information needed for an evaluation of the request. The employee's application must have been approved prior to enrolling in the course in order for such employee to be assured of reimbursement. Upon completion of the course, the employee must submit to his Department Head a copy of the grade sheet or certificate indicating a passing grade along with the appropriate receipts for books and tuition in order to be eligible for reimbursement. Books and materials paid for by the City are to be provided to the Department to be maintained for future use and reference by City employees.

### **SECTION 25 - CERTIFICATION AND TRAINING**

Any member covered under this Memorandum of Understanding who holds a Fire Officer Certificate will be paid an additional sum per month as salary equal to four percent (4%) of his/her salary s/he would otherwise receive. The additional sum payable for holding a Fire Officer Certificate is given to encourage Piedmont Firefighters to improve their knowledge of fire-related subjects and sciences. For bookkeeping purposes the payment of any additional sum as provided in this paragraph shall commence on the first of the month following submission of written proof to the Fire Chief that the employee has obtained the appropriate certificate. This is instituted with the specific understanding that all covered members agree that their present shift schedule will in no way deny any covered member the opportunity to attend courses necessary to qualify for the Certificates. All certificates specified herein shall be those issued by the California Fire Service Training and Education System.

Piedmont firefighters who possess a CPR Instructor's Certification, and who have actively participated in the CPR instruction program provided by the Piedmont Fire Department and approved by the Fire Chief, shall receive a bonus payment of three percent (3%) of their base pay.

### **SECTION 26 - PARAMEDIC PROGRAM**

Employees assigned to fire suppression duties (including employees in the class of Fire Lieutenant) may at the sole and exclusive discretion of the Fire Chief, be designated as a Firefighter/Paramedic.

Employees so designated shall possess and maintain a valid certification as a Paramedic. Employees who are designated and who serve as a Firefighter/Paramedic shall be entitled to a Paramedic pay differential which shall be twelve percent (12%) above the base pay for the employees classification.

The number of employees to be designated as Firefighter/Paramedics shall be at the sole and exclusive discretion of the City but as of November 1, 1989, shall be at least nine (9) employees. In the event of a reduction in the number of Paramedics, the Paramedic with the least amount of service with the City shall be removed from the Paramedic assignment.

The City shall pay the cost of required training, tape reviews and recertification expenses for employees assigned as Firefighter/Paramedic. Scheduling for the above training, tape reviews

and recertification requirements shall be approved by the Fire Chief. Whenever possible, such scheduling shall be accomplished while the employee is on duty.

### **SECTION 27 - ESTABLISHMENT OF AN ENGINEER CLASS**

Effective July 1, 1990 the City shall provide for at least three existing positions to be designated as Fire Engineer. The rate of pay for the class of Fire Engineer shall be set without reference to any external comparison with similar classes in other Fire departments. Rather the rate of pay shall be established at five percent (5%) above the class of Firefighter held at the time of appointment. A Firefighter who wishes to be considered for assignment to the Engineer class must have completed their probationary period as a Firefighter and hold among other credentials a Driver Operator I Certificate, a State Firefighter II certificate and a Class B driver's license. Accordingly, the one and one half percent (1 1/2%) premiums set forth for the Driver Operator I certificate in Section 25 shall not be paid to employees assigned to the Engineer class. Payment of the five percent premium for assignment to the Engineer class shall commence on the beginning of a pay period.

### **SECTION 28 – APPARATUS OPERATOR**

Each shift, the assigned on duty (non-promoted) Apparatus Driver shall be compensated at a rate of three percent (3%) above their base rate.

### **SECTION 29 - LIMITED DUTY WORK**

- 29.1 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 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 updating reports and these should also contain this information.
- 29.2 An employee on extended sick leave is likewise required to provide these periodic reports which should also contain limited duty information.
- 29.3 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 or 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.

- 29.4 The duty limitations specified by the treating physician must be strictly adhered to when making work assignments. As appropriate, suggested assignments include performing fire inspections and routine maintenance, compiling data and statistics, organizing training programs and evolutions, and the like.
- 29.5 Limited-duty assignments should be such that there is minimum risk of further injury aggravation.

### **SECTION 30- PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council, or by the Fire Department Rules and Regulations as they may be amended, is not guaranteed by the Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing memoranda of understanding covering the Unit. All rights, privileges, and terms and conditions of employment in full force and effect through the duration of the previous Memorandum of Understanding and not in conflict herewith shall become a part hereby and remain thereby until mutually modified by the parties hereto.

### **SECTION 31 – RESIDENCY REQUIREMENTS**

The Fire Chief shall work in concert with the PFFA during the term of this Agreement to develop residency requirements for all firefighters hired after December 31, 2010.

### **SECTION 32 - SAVINGS CLAUSE**

If any provision of the Memorandum shall be held invalid by operation of law or by court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

### **SECTION 33 – REOPENING NEGOTIATIONS**

Notice of the Association's desire to reopen negotiations for the purpose of amending or terminating this Agreement shall be given to the City Administrator no later than November 1, 2010.

**This contract may also be reopened due to the following events. Each event is an independent condition:**

#### **Event 1**

Should the State of California either take or borrow \$400,000 or more of City of Piedmont's property tax revenues during FY 2008-09, then salary increases due to take effect on January 1, 2009 will be suspended and contract negotiations regarding January 1, 2009 salary increases will be reopened.

**Event 2**

Should the State of California either take or borrow \$400,000 or more of City of Piedmont's property tax revenues during FY 2009-10, then salary increases due to take effect on January 1, 2010 will be suspended and contract negotiations regarding January 1, 2010 salary increases will be reopened.

**Event 3**

If City of Piedmont revenues realized from the real property transfer tax in FY 2008-09 are lower than \$1,800,000, then salary increases due to take effect on January 1, 2010 will be suspended and contract negotiations regarding January 1, 2010 salary increases will be reopened.

**OFFSET**

If the January 1, 2009 salary increase is subject to contract negotiations per event 1, then the following offset is eligible to take place:

If City of Piedmont revenues realized from the real property transfer tax in FY 2008-09 are more than \$2,100,000, then the amount above \$2,100,000 will be applied as an offset against property tax monies taken by the State of California during FY 08-09.

If this offset, as applied to FY 2008-09, results in an impact of less than \$400,000 loss to the City of Piedmont in FY 2008-09, then the January 1, 2009 salary figures in Section 7.1 become operative.

*Examples below are for illustration purposes only:*

**Examples**

<b>Scenario 1</b>	
State of California property tax takeaway in FY 2008-09	\$600,000

<b>Impact of Scenario 1</b>	
Reopen contract regarding salary increase on January 1, 2009	

<b>Scenario 2</b>	
State of California property tax takeaway in FY 2008-09	\$600,000

Real property transfer tax revenues for FY 08-09	\$2,400,000
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**Impact of Scenario 2**

State of California property tax takeaway in FY 2008-09	\$600,000
Offset of real property transfer tax (\$2,400,000 -\$2,100,000)	(\$300,000)
	\$300,000
January 1, 2009 salary figures as identified in Section 7.1 are in effect	

**SECTION 34 - TERM**

This Memorandum of Understanding shall be effective January 1, 2008, and shall remain in full force and effect through the 31<sup>st</sup> day of December, 2010.

**SECTION 35 – MANAGEMENT RIGHTS**

Except as modified by this MOU, it is understood and agreed that the City retains all of its rights, powers, and authority to direct, manage, and control the City to the full extent of the law. The City acknowledges that, in certain instances, it is required to meet and confer with the Association on the impact to bargaining unit members of its exercise of management rights.

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF PIEDMONT**

**PIEDMONT FIREFIGHTERS  
LOCAL 2683, IAFF**

By \_\_\_\_\_  
Abe M. Friedman, Mayor

By \_\_\_\_\_  
Ron Alexander, President