

City of Piedmont
COUNCIL AGENDA REPORT

DATE: March 5, 2018

TO: Mayor and Council

FROM: Paul Benoit, City Administrator

SUBJECT: Memorandum of Understanding for the Piedmont Firefighters, Local 2683, IAFF, Fire Captain Bargaining Unit

RECOMMENDATION

Approve a Memorandum of Understanding (MOU) between the City of Piedmont and the Piedmont Firefighters, Local 2683, IAFF, Fire Captain Bargaining Unit (Unit) effective July 1, 2017 through June 30, 2020.

BACKGROUND

The City Council and Unit representatives reached a tentative agreement on an initial memorandum of understanding regarding a salary and benefits package and other terms and conditions of employment for three years. The tentative agreement was ratified by the members of the Unit and now requires the approval of the City Council. The key provisions of the agreement are as follows:

- Memorandum of Understanding – Fire Captain Bargaining Unit
On May 11, 2017, Piedmont Firefighters, IAFF Local 2683, filed a Petition for Formal Recognition of a modified firefighter bargaining unit that includes the Fire Captain classification. After carefully reviewing the facts as well as the requisite criteria to be used in making a unit modification and recognition Petition determination, it was determined that a bargaining unit comprised of Fire Captains was appropriate, and on June 27, 2017, the Unit was notified of recognition of the “Fire Captain Bargaining Unit.”

In previous years, the Fire Captains terms and conditions of employment were covered under a Resolution, but since they’ve become a represented Unit, the Resolution has been replaced with a Memorandum of Understanding (MOU). The new MOU includes sections for Recognition, Union Security, City Rights, Union Representation, and No Strike, that were not previously included in the Fire Captains Resolution.

- Retiree Medical

A primary negotiating goal of the City was to control future costs associated with retiree healthcare. This goal was achieved, with the Unit agreeing to a proposal to limit City payments to the minimum required by CalPERS, commonly known as the PEMCHA minimum, for employees hired on or after January 1, 2018, or the effective date of the City's contract amendment with CalPERS, whichever is later. Currently, the City contributes up to \$1,447 per month for a retiree with family coverage. The change to the PEMCHA minimum would lower the City's contribution for future hires to \$133 per month (2018 rate). Based upon an actuarial analysis, this change will lower the City's benefit costs by an estimated \$6 million over the next 15 years.

Employees hired prior to January 1, 2018, will continue to qualify for full retiree healthcare benefits and will continue to contribute \$50/semi-monthly to offset the cost of retiree medical.

- Wages

Over the past seven years, employees have received little to no net increase in take-home pay due to the fact that increased sharing in the cost of retirement and medical benefits offset cost of living adjustments. With retention and recruitment in mind, the City had a goal to bring this Unit's salaries to within -3% of median of our comparable survey cities. Survey results showed that no equity adjustments were due for the Fire Captains; however, in order to avoid compaction issues between the Fire Captains and their subordinates, base salaries were increased by 4% effective July 1, 2017, to equally compensate the Unit for a pay incentive that's available to their subordinates. As a requirement, the Captains must possess and maintain a valid CPR Instructor Certificate and annually participate as a lead instructor in the CPR instruction provided by the Department. Additionally, a cost of living adjustment of 3% was offered for each year starting July 1, 2017.

Unit members who are designated and serve as a Fire Captain/Paramedic, were previously eligible to receive a 12% incentive pay above base salary. Going forward, future Captains with a Paramedic license will be eligible to receive only a 4% differential above base salary. This change allowed the City to increase the Chief Fire Officer certificate pay from the current 8% to 10%. The Chief Fire Officer certificate represents a level of training and knowledge that is more valuable to the City for a Fire Captain than a paramedic license.

In order to promote equity between employees, to the extent possible, whether they were Tier 1, Tier 2, or PEPRA, the City also agreed to one-time payments for employees in the Tier 1 retirement plan only. These employees have been contributing towards the cost of the City's CalPERS rate since 2008, and have seen their contribution rates increase significantly over the past few years and will continue to experience significant increases during the term of the MOU. In order for Tier 1 employees to receive a net salary increase, the City agreed to a one-time payment of 3.6% of the employee's PERSable compensation during the 2018-19 fiscal year, and 6.6% of PERSable compensation for

the 2019-20 fiscal year. These one-time payments are not PERSable compensation, so they do not add to the City's pension obligation. Payments will be made during the last payroll of the fiscal year. Any member who separates from the City before the end of the fiscal year will receive a pro-rated payment based on the proportion of the fiscal year the member was employed by the City.

- Medical

- To reduce current costs, a cash in lieu payment of \$500/month will be made to any employee who has medical insurance coverage through another source and elects to receive the payment in exchange for declining City medical benefits. Depending upon the level of coverage that had been elected by the employee, the City can save up to \$1,383/per month for each employee electing to receive the cash in lieu payment, resulting in a significant savings to the City over time.
- Employees electing medical benefits will continue to share in costs, paying 50% of the annual increases over the 2013 CalPERS Kaiser Bay Area premiums.
- All benefit cost-sharing formulas and provisions remain unchanged for the duration of the proposed MOU.

- Retirement

- Employees in the 3% @ 50 plan will continue to pay 50% of the Employer PERS rate above 18.921%, plus an additional 0.6085%. Employees will also continue to pay the Employee PERS rate.
- Employees in the 2% @ 50 and 2.7% @ 57 plans will pay 50% of the Employer PERS rate above 18.921%, and continue to pay the Employee PERS rate.

- Employee Assistance Program (EAP)

As part of our commitment to promoting employee health and wellbeing, an EAP program will be provided and paid for by the City. An EAP is a valuable resource for support and consultation during difficult times, on-duty and off. The program provides for short-term counseling and referral services designed to provide employees with assistance managing everyday concerns.

- Other Important Provisions That Are Consistent with MOU Terms and Conditions of Employment for the Firefighter Unit:

- Maintenance of Qualifications: All employees must continue to meet the basic requirements for their positions during the term of employment, by maintaining the required licenses and certificates for the job.
- Residency Requirements: Bargaining unit employees shall reside within a defined geographical area of California. A map showing the area is retained by the Human Resources Department and the Union.

- Jury Duty: In order to match the benefit provided to other City employees, Unit members shall receive their regular pay for the time they are absent from work in order to satisfy their jury service.
- Extra Duty and Call Back: If a Unit member is called back to return to work from an off duty status, he shall be compensated for a minimum of four (4) hours.
- Subpoena/Witness Pay: Unit members subpoenaed by a governmental agency to appear or testify in any legal or administrative proceeding shall be compensated at time and one half.

Attachment: Memorandum of Understanding for the Piedmont Firefighters, Local 2683, IAFF, Fire Captain Bargaining Unit

By: Stacy A. Jennings, Human Resources Administrator

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PIEDMONT
AND
PIEDMONT FIREFIGHTERS, LOCAL 2683, IAFF
FIRE CAPTAIN BARGAINING UNIT

March 5, 2018 – June 30, 2020

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PIEDMONT
AND
PIEDMONT FIREFIGHTERS, LOCAL 2683, IAFF
FIRE CAPTAIN BARGAINING UNIT**

PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Piedmont, a political subdivision (hereinafter the “City”) and Piedmont Firefighters, Local 2683, IAFF (hereinafter the “Union”) on behalf of all employees in the Fire Captain bargaining unit represented by the Union.

SECTION 1 - RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for a bargaining unit comprised of full-time permanent and probationary Fire Captains.

SECTION 2 - NO DISCRIMINATION

The City shall not interfere with, restrain, coerce, or discriminate in any way against any bargaining unit employee by reason of membership in the Union, exercise of rights as a Union member, or activities approved by this Agreement. Nor will the City discourage membership in the Union or encourage membership in any other employee organization.

The Union recognizes its responsibility as exclusive representative and agrees to represent all bargaining unit employees without discrimination, interference, restraint, or coercion.

The provisions of this Agreement shall be applied equally to all bargaining unit employees without discrimination as to age, race, color, national origin, ancestry, sex, gender, gender identity, gender expression, disability, medical condition, religion, military and veteran status, sexual orientation, marital status, or political affiliation.

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.

Dues deductions shall be for an amount specified by the Secretary-Treasurer of the Union and uniform as between employee members of the Union.

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 promptly to the Secretary-Treasurer of the Union designated in writing by the Union as the person authorized to receive such funds. The Union shall specify the address to which the City shall forward the payroll deductions.

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.

3.4 Use of City Facilities

The Union, including representatives and bargaining unit employees, in accordance with established City policies, may be granted the use of City facilities for meetings of bargaining unit 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.

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 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 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. 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 Fire Chief or designated representative 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 retains and reserves 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 Chief 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 one (1).

SECTION 6 - NO STRIKE

The Union, its members and representatives, agree that they will not engage in, authorize, sanction, or support any strikes, slowdown, stoppage of work, curtailment of production, concerted refusal to work overtime, refusal to operate designated equipment (provided such equipment is safe and sound), or to perform customary duties during the term of this MOU.

SECTION 7 - SALARIES

7.1 Salary Ranges

7.1.1 Rates of Pay

During the term of this MOU, the rates of pay shown in Appendix A reflect the following increases to base salaries:

- 7% effective July 1, 2017. This increase includes a cost-of-living (COLA) increase of 3% and an increase of 4% for the additional certification and duty requirement described in Section 23.2.1.
- 3% effective July 1, 2018
- 3% effective July 1, 2019

7.1.2 Pension Tier 1 Unit Members (MOU § 8.1.1)

7.1.2.1 In the last pay period of the 2018-2019 fiscal year, each Tier 1 bargaining unit member will receive a one-time payment equal to 3.60% of the employee's PERSable compensation.

7.1.2.2 In the last pay period of the 2019-2020 fiscal year, each Tier 1 bargaining unit member will receive a one-time payment equal to 6.60% of the employee's PERSable compensation.

7.1.2.3 If a bargaining unit member who is eligible for a one-time payment under this Section 7.1.2 separates from City employment before the end of the fiscal year, the unit member shall receive a pro-rated payment based on the proportion of the fiscal year the unit member was employed by the City.

7.1.2 Eligibility for Advancement in Pay

Employees normally advance from Step 1 through Step 5 in accordance with the time-in-step requirements identified in Appendix A. The above time-in-step requirements shall apply before an employee gains eligibility for advancement in pay, provided the employee meets performance standards for the position.

Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirement identified in Appendix A. If an employee is on leave without pay for more than one month, the period of leave will not count as time-in-step.

Employees who demonstrate outstanding performance may be advanced to a higher step prior to completion of the above time-in-step requirements. Advancement in pay, when approved by the Fire Chief and with the City Administrator's concurrence, shall be effective at the beginning of the first pay period immediately following approval.

7.1.3 Granting Step Advancement Based on Merit

Performance ratings shall determine whether step advancements have been earned. Performance ratings shall be completed by the supervisor of each employee on an annual basis, or more frequently as deemed necessary.

7.1.4 Withholding Step Advancement

The Fire Chief shall have authority, with the City Administrator’s concurrence, to withhold an employee’s step advancement if not merited. The Fire Chief and City Administrator shall keep employees informed about their job performance, giving good work its proper recognition, noting deficient work, and attempting to assist toward improvement.

7.2 Certificate Pay

Employees shall receive additional compensation as a percentage of their base pay for obtaining the following certificates issued by the California Fire Service Training and Education System:

<u>Compensation</u>	<u>Certificate</u>
5%	Company Officer Certificate/Fire Officer Certificate
	<u>OR</u>
10%	Chief Fire Officer Certificate/Chief Officer

The applicable pay 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.

7.4 Paramedic Incentive

Employees who are designated and serve as a Fire Captain/Paramedic prior to March 5, 2018 shall be entitled to a Paramedic pay differential, which shall be twelve percent (12%) above the base pay for the employee’s classification. Employees who are designated and serve as a Fire Captain/Paramedic after March 5, 2018 shall be entitled to a Paramedic pay differential of four percent (4%) above the base pay for the employee’s classification.

The City shall pay the cost of required training, tape reviews and recertification expenses for employees assigned as Paramedics. Scheduling for 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 8 - RETIREMENT BENEFITS

8.1 Retirement Plans

8.1.1 Employees Hired Before December 5, 2012 (Tier 1)

Bargaining unit employees hired prior to December 5, 2012, will be provided the CalPERS 3% @ 50 local safety plan with the 12-month final compensation period. Such employees shall continue paying the CalPERS-established employee contribution towards the cost of the CalPERS 3% @ 50 local safety plan, which is currently 9%. In addition, bargaining unit employees receiving the CalPERS 3% @ 50 local safety plan will continue paying an additional 0.6085% for their pension benefit.

8.1.2 Employees Hired On Or After December 5, 2012 And Before January 1, 2013, And Employees Hired On Or After January 1, 2013 With Pension Reciprocity (Tier 2)

Bargaining unit employees hired on or after December 5, 2012 and before January 1, 2013, and employees hired on or after January 1, 2013 with pension reciprocity (i.e., “classic” employees), will be provided the CalPERS 2% @ 50 local safety plan with the 36-month final compensation period. Such employees shall pay the CalPERS-established employee contribution rate for the CalPERS 2% @ 50 local safety plan, which is currently 9%.

8.1.3 Employees Hired On Or After January 1, 2013 Without Pension Reciprocity (Tier 3)

Bargaining unit employees hired on or after January 1, 2013 without pension reciprocity (i.e., “new” members) will be provided the CalPERS 2.7% @ 57 local safety plan with the 36-month final compensation period. Such employees shall pay 50% of the normal cost for the 2.7% @ 57 local safety plan as established by CalPERS.

8.1.4 All Employees

The Union and the City previously agreed that if the City’s total employer contribution rate for any of the three tiers of pension benefits is more than 18.921%, the amount above 18.921% will be shared equally between the City (50%) and the employees (50%) who are receiving the particular pension benefit (tier level).

Employee contributions towards the cost of their respective CalPERS pension benefits will be deducted from CalPERS reportable compensation prior to the calculation and deduction of federal and state income taxes as provided in IRS Code Section 414(h)(2).

The City shall continue providing all optional benefits as set forth in the City’s contract with CalPERS as of the date of this MOU.

SECTION 9 - HOURS OF WORK, SHIFTS AND SCHEDULES

Fire Captains work whatever extra hours are required for appearances before Council, city boards and commissions, citizens' groups and intergovernmental bodies; for maintenance of essential services during emergencies; and for accomplishment of work assignments which may impose time expenditures in excess of the conventional work week. It is expected that Fire Captains will work as many hours per day as are necessary to fulfill the requirements of their position.

9.1 Work Day

The normal workday for bargaining unit employees shall be a single 24-hour shift. The 24-hour shift applies to daylight savings time changes in the fall and spring.

9.2 Work Schedule and Work Period

The normal work schedule for bargaining unit employees is a 48/96 schedule (48 hours on duty followed by 96 hours off duty). The work schedule shall consist of eight (8) twenty-four (24) hour on-duty periods within a twenty-four (24) day cycle. A normal work schedule shall consist of two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) consecutive hours, followed by ninety-six (96) consecutive hours off within a six-day cycle. This schedule results in an average workweek of 56 hours. A typical work period shall be twenty-four (24) days containing four (4) such six (6)-day cycles. If for any reason the Fire Chief deems it necessary to implement another work schedule, the Fire Chief shall give written notice to the Union, and explain the reasons for the proposed schedule change. The Union shall have 30 days to respond, and meet with the Fire Chief. Thereafter, the Fire Chief may change the work schedule as proposed.

9.3 Employee Schedule

Employees may not perform work outside their scheduled hours without prior approval from the Fire Chief. In cases of anticipated emergency, employees shall report their emergency work to the Fire Chief as soon as possible after performing the emergency work.

9.4 Overtime

Overtime work shall be defined as all work performed in excess of the normal work schedule set forth in Sections 9.1 or 9.2 of this MOU. Overtime work will be compensated at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate. An employee's regular straight-time hourly rate is calculated by dividing the employee's annual salary for their regularly scheduled hours by 2912 hours (56 hours per week x 52 weeks per year).

9.5 Extra Duty and Call Back

Call back is defined as a return to work from off duty status. Employees shall receive a minimum of four (4) hours compensation for any call back.

Extra duty and call back shall be compensated at the employee's regular straight-time hourly rate or at one and one-half (1 1/2) times the employee's regular straight-time hourly rate as applicable.

9.6 Subpoena/Witness Pay

Employees who are subpoenaed by a governmental agency to appear or testify in any legal or administrative proceeding about a matter within the course and scope of their employment shall be granted time off without loss of pay or benefits in order to comply with the subpoena. An off-duty employee who is subpoenaed to appear in any legal or administrative proceeding in which the City is a party shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time hourly rate for all hours the employee is so ordered to appear.

SECTION 10 - HOLIDAYS

10.1 The following holidays are recognized:

New Year's Day	Columbus Day (Floating holiday)
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

10.2 Bargaining unit employees shall receive twelve (12) hours of holiday pay at their regular straight-time hourly rate for all recognized holidays, unless the employee is on leave of absence or serving a disciplinary suspension on the holiday. Employees shall receive holiday pay in the paycheck immediately following the holiday.

10.3 Employees may take their birthday as a paid holiday on a date other than the date their birthday falls, subject to approval of the Fire Chief.

10.4 In the event a holiday specified above occurs during a period of authorized vacation leave, the holiday shall be charged as a holiday and not as a day of vacation leave.

10.5 Employees assigned to limited duty work in accordance with Article 26 of this MOU shall elect to receive either (but not both) a day off on the holiday or eight (8) hours of holiday pay.

10.6 If the City grants any additional holidays to employees in another bargaining unit, the City will meet and confer with the Union about adding additional holidays.

SECTION 11 - VACATIONS

11.1 Accrual

Vacation leave shall accrue at the following rates for bargaining unit employees working a 56-hour workweek:

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

Employees may begin using accrued vacation leave following six (6) months of service. Employees must have sufficient accrued vacation leave on the books to cover any requested vacation.

Employees select vacation days each December for the subsequent calendar year based on seniority regardless of rank. Employees select vacation days in separate rounds so that each employee is afforded the opportunity to choose vacation days before employees are permitted to select additional vacation days. Once all employees have selected their initial vacation days, employees may request additional vacation days during subsequent rounds of the selection process. Employees must select single contiguous vacation periods of one or more days during each round of the selection process. If vacation days remain or become available following the annual vacation selection process in December, employees may request additional vacation days during the calendar year on a first come first served basis.

All vacation schedules must be approved by the Fire Chief or designee. The granting of vacation requests must not interfere with the efficient operation of the Department.

11.3 Vacation Accumulation

Bargaining unit employees may accrue and maintain a maximum vacation leave balance equal to two (2) years' vacation accrual at any time. Employees may take only that vacation which has accrued at the time the vacation is taken.

11.4 Vacation Sell-Back

Employees may sell back to the City up to one hundred and twenty (120) accumulated hours of vacation leave each calendar year, provided the employee retains at least ninety-six (96) hours of vacation leave on the books after the sell-back and takes at least forty-eight (48) hours of vacation in the calendar year the vacation sell-back takes place.

11.5 Use of Sick Leave During Vacation

Employees who are injured or become ill while on vacation may be paid for sick leave in lieu of vacation.

SECTION 12 - SICK LEAVE

12.1 Accrual Rate

Bargaining unit employees shall earn sick leave benefits at the rate of twenty-four (24) hours for each month of employment.

12.2 Sick Leave Conversion/Incentive Program

Effective April 1, 1997, the City amended its contract with CalPERS to add Credit for Unused Sick Leave in accordance with Government Code Section 20965 of the California Public Employees' Retirement Law. This provision allows employees to add .004 years of service credit for each unused day of sick leave.

12.3 Usage

Employees are entitled to use their earned sick leave benefits to be off work without the loss of compensation under the following conditions:

- A. For the employee's own illness or injury or for the illness or injury of the employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.
- B. For the employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the employee's family member.
- C. For employees who are victims of domestic violence, sexual assault or stalking as specified in state law.
- D. The Fire 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.
- E. Each hour of illness or injury shall be deducted from the employee's accumulated sick leave benefits.
- F. Employees shall be entitled to use a maximum of 144 hours of accumulated sick leave in any calendar year to attend to the illness of a sick family member as defined in Section 12.3(A).

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

12.4 Catastrophic Leave Program

Bargaining unit employees who have completed their initial probationary periods are eligible to receive donations of paid leave that are included in the recipient employee's sick leave balance. Leave donations are only available to employees who suffer 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 biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, spouse, registered domestic partner, grandparent, grandchild, or sibling 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 Administrator or designee.
- The recipient employee is not eligible so long as the employee 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 and received from any individual employed by the City of Piedmont.
- 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 Administrator.

SECTION 13 - LEAVE OF ABSENCE

13.1 Industrial Disability Leave

Bargaining unit employees who become disabled by a work-related injury or illness as defined by California Worker's Compensation law shall be entitled to a leave of absence while so disabled, without loss of compensation, for up to one (1) year or until return to work or retirement, whichever occurs first. The City reserves the right to withhold payment of any Workers' Compensation disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

13.2 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. Bargaining unit employees requesting leave for this purpose shall provide the Fire Chief, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of the military orders, the Fire Chief may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

13.3 Leave of Absence Without Pay

Bargaining unit employees may be granted a leave of absence without pay for up to one (1) year with written permission from the Fire Chief and the concurrence of the City Administrator. The Fire Chief's decision to grant or deny a leave of absence without pay or to extend a previously granted leave of absence without pay shall be final and conclusive and shall not be subject to the grievance procedure of this MOU.

A leave of absence without pay may be granted for any reason approved by the Fire Chief and concurrence of the City Administrator. However, employees shall not engage in other gainful employment unless the Fire Chief provides written authorization to do so. Employees who fail to adhere to the terms and conditions of their leave of absence may be terminated from employment. Further, employees who fail to return to duty following a leave of absence will be considered to have constructively resigned from their position and may be separated from City service after being afforded procedural due process (Skelly rights).

Employees shall be reinstated to their former positions at the conclusion of a leave of absence without pay. An approved leave of absence without pay is not a break in service or employment, and rights accrued at the time the leave is granted are retained by the employee; however, vacation credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits shall not accrue to a person during the period of a leave of absence. Nor is the City required to maintain contributions toward group insurance or retirement coverage. During the period of an unpaid leave of absence under this section, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

13.4 Jury Duty

Employees who are summoned for jury service in state or federal court shall receive their regular pay for the time they are absent from work in order to satisfy their jury service. The

City may require proof of the time such jury service was required as a condition of receiving time off with pay and any monies received by the employee for their jury service shall be remitted to the City. Employees who are released from jury service prior to 5:00 p.m. and are not required to return for jury service the following day shall report for work for the remainder of their shift. Employees required to serve as jurors shall not have their regular starting or quitting times changed as a result of jury service.

13.5 Family Care and Medical Leave

13.5.1 Employees are entitled to unpaid family care and medical leave as provided by the Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), as amended. Family care and medical leave shall be provided in accordance with the FMLA, CFRA, City Personnel Rules and this MOU.

13.5.2 Employees may, solely at their option, elect to use earned sick leave and/or accrued vacation leave before leave without pay during an otherwise unpaid family care and medical leave, except that an employee may use no more than 144 hours of accrued sick leave during an otherwise unpaid FMLA/CFRA leave to care for a family member who lives with the employee. Employees continue accruing vacation, sick leave and holidays during family care and medical leave for which they elect to use paid leave.

13.5.3 The City shall maintain its contribution toward health and welfare benefits during a family care and medical leave on the same basis that the City contribution would have been provided had the employee not taken family care and medical leave.

13.5.4 Employees shall retain their employee status during family care and medical leave, and the leave shall not constitute a break in service for any purposes, except that a leave in excess of 30 days will not count toward completion of probation.

13.6 Pregnancy Disability Leave

13.6.1 Pregnant employees are entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time they are actually disabled by pregnancy, as determined by the employee’s health care provider. Pregnancy disability leave shall be provided in accordance with state law, City Personnel Rules and this MOU.

13.6.2 Employees may, solely at their option, elect to use earned sick leave and/or accrued vacation leave before leave without pay during an otherwise unpaid pregnancy disability leave. Employees continue accruing vacation, sick leave and holidays during pregnancy disability leave for which they elect to use paid leave.

13.6.3 The City shall maintain its contribution toward health and welfare benefits during a pregnancy disability leave on the same basis that the City contribution would have been provided had the employee not taken pregnancy disability leave.

13.6.4 Employees shall retain their employee status during pregnancy disability leave, and the leave shall not constitute a break in service for any purposes, except that a leave in excess of 30 days will not count toward completion of probation.

13.7 Bereavement Leave

Employees are entitled to paid leave from duty for up to three (3) shifts in order to attend the funeral or memorial service of an immediate family member. For purposes of this provision, “immediate family” of an employee means: biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, spouse, registered domestic partner, grandparent, grandchild, and siblings. In addition to the three (3) shifts of paid funeral leave, the Fire Chief may grant an employee’s request to use accrued vacation to attend funeral or memorial services, or to assist with matters relating to the decedent’s estate.

In special cases, the Fire Chief and City Administrator may grant paid funeral leave for the death of a person not included within the definition of 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 Other Leaves

Employees are entitled to all other leaves as provided by state and federal law and City Personnel Rules.

13.9 Absence Without Leave

Employees who fail to report for duty as scheduled or fail to notify the designated management official prior to the employee’s scheduled start time and provide the reason why the employee cannot report may be subject to disciplinary action.

SECTION 14 - HEALTH AND WELFARE

14.1 Flexible Benefit Plan

Effective January 1, 1993, pursuant to Section 125, Section 105, Section 106 and Section 129 of the Internal Revenue Code, the City established the City of Piedmont Flexible Benefit Plan to provide taxable and non-taxable benefits to its employees and to permit employees to choose which of the benefits they wish to receive.

The City shall maintain the Flexible Benefit Plan which includes accounts for health care expenses, dependent care expenses and premium contributions. The City may pay the employer contribution toward medical premiums (less the statutorily mandated minimum paid directly to CalPERS) through the Flexible Benefit Plan. The parties understand that the City's use of the Flexible Benefit Plan as a vehicle for its premium contributions does not change the City or employee's contribution to medical insurance premiums as described in this Section 13.

14.2 Hospitalization and Medical Care

Effective January 1, 1997, the City began providing CalPERS medical program benefits to active employees and retirees in accordance with the Public Employees' Medical and Hospital Care Act ("PEMCHA").

14.2.1 Basic City Contribution

For all bargaining unit employees and retirees, the City pays the PEMCHA statutory minimum as determined by CalPERS under Government Code Section 22892.

14.2.2 Supplemental City Contribution

In addition to the basic City contribution, the City shall contribute a supplemental amount toward medical insurance premiums as described below.

The City and bargaining unit employees share the cost of medical insurance premiums. The City's maximum contribution toward the monthly premium costs of an employee's medical benefits is based on the 2013 CalPERS Kaiser Bay Area premiums plus fifty percent (50%) of subsequent annual premium increases for the CalPERS Kaiser Bay Area premiums.

For the 2017 plan year, the City's monthly contributions towards eligible employees' elected medical coverage, inclusive of the basic City contribution of the PEMCHA statutory minimum contribution, are as follows:

- Employee only: \$701.01
- Employee +1: \$1,402.02
- Employee +family \$1,822.63

Each plan year, the City shall adjust its contributions towards the monthly premium costs of an employee's medical benefits by an amount equal to fifty percent (50%) of any increase in the monthly premium rates for the CalPERS Kaiser Bay Area plan at all coverage levels (i.e., employee only, employee + 1 and employee +

family). Employees are responsible for the remaining fifty percent (50%) of any premium increases for the CalPERS Kaiser Bay Area plan. Employees selecting medical plans and coverage levels that exceed the City’s maximum contribution are responsible for paying the difference through automatic payroll deduction.

14.2.3 Opt-Out Election

An employee who has medical insurance coverage as a result of being an eligible dependent of another City employee, who has medical insurance coverage as an eligible dependent of a person employed elsewhere, or who otherwise has medical insurance coverage, may elect not to participate in the medical insurance plans offered by the City and may elect to receive \$500 per month in lieu of the amount the City would otherwise contribute for medical insurance for the employee. To elect cash in lieu, the employee must sign a waiver of medical insurance coverage provided by the City and provide proof of medical insurance coverage to Human Resources annually before the end of the open enrollment period.

14.3 Retiree Medical

14.3.1 Bargaining Unit Employees Hired Before January 1, 2018

For active bargaining unit employees hired before January 1, 2018 or the effective date of the City’s contract amendment with CalPERS, whichever date is later, who retire from the City while meeting the eligibility requirements for CalPERS retiree health insurance, the City shall pay directly to CalPERS the PEMHCA minimum as determined by CalPERS under Government Code Section 22892. In addition, the City shall make available a Retiree Health Reimbursement Arrangement (HRA). Through the HRA, the City will continue to provide to eligible CalPERS annuitants monthly contributions for medical insurance premiums according to the following formula: (# of years City has contracted w/PEMHCA) x (5%) x (City’s contribution for active employees).

The City’s contribution for annuitants is adjusted annually according to this formula and the annual adjustment to the minimum monthly employer contribution cannot exceed \$100.00. The amount paid by the City on behalf of annuitants and/or their eligible survivors shall increase annually under this formula until the City’s contributions for annuitants and active employees are the same.

For 2017, the City’s contributions for annuitants are as follows:

Kaiser	Premium:	Total Employer Contribution	% of Premium	Retiree Pays
Employee	\$733.39	\$733.39	100.00%	\$0.00
Employee+ 1	\$1,466.78	\$1,267.36	86.40%	\$199.42
Employee + Family	\$1,906.81	\$1,347.26	70.66%	\$559.55

14.3.2 Effective August 1, 2012, all bargaining unit employees who will be eligible for the retiree medical insurance benefit described in 14.3.1 will have the City reduce

their pay by \$50 semi-monthly by payroll deduction and have the City contribute that amount to retiree medical insurance benefits.

14.3.3 Bargaining Unit Employees Hired On or After January 1, 2018

For employees who are hired on or after January 1, 2018, or the effective date of the City's contract amendment with CalPERS, whichever date is later, and who retire from the City, the City's maximum contribution toward CalPERS retiree medical coverage shall be the PEMHCA minimum contribution as determined by CalPERS under Government Code Section 22892. Bargaining unit employees hired on or after January 1, 2018, are not eligible for the Retiree HRA described in Section 14.3.1.

14.3 Dental

The City shall continue to provide each eligible employee and his/her eligible dependents dental care benefits under a group insurance plan at no cost to the employee. 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).

14.4 Life Insurance and Accidental Death and Dismemberment Insurance

The City shall continue to provide each bargaining unit 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, at no cost to the employee. The City shall also continue providing each bargaining unit 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, at no cost to the employee.

14.5 Vision Plan

The City shall continue to provide vision insurance and pay the entire premium cost for all coverage levels (i.e., employee only, employee+1 and employee +family).

14.6 Employee Assistance Plan

The City shall provide an Employee Assistance Plan at no cost to the employee.

14.7 Conversion of Salary to ICMA Deferred Compensation

Employees may convert salary to deferred compensation through ICMA to the extent allowed by law. Contributions to ICMA-DC are subject to federal tax deferral regulations.

14.8 Mandated Plans

If, during the term of this MOU, any state or federal law takes effect that requires the City to provide a different level of benefits or to pay additional contributions to employees' health care programs or to pay taxes on the City's health benefits contributions, upon request of the City, the parties agree to reopen this Section 14.

14.9 Schoolmates Program

Children of employees covered by this MOU are eligible to attend the Schoolmates program at no charge.

SECTION 15 - UNIFORM ALLOWANCE

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.

In addition, employees shall receive \$54.50 per pay period (\$109 per month) for the purchase and maintenance of uniforms and items of personal equipment not supplied by the Department. (This payment includes the uniform allowance and the CalPERS contribution.)

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.

SECTION 16 - PROBATION

The probationary period for original appointments shall be for a period of eighteen (18) months. If the probationary period is interrupted by an absence of thirty (30) calendar days or more, the probationary period may be extended by the length of such absence. Upon satisfactory completion of the 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 Fire Chief before such evaluation becomes 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

A bargaining unit employee wishing to leave the service in good standing shall file with the Fire Chief a notice of intent to leave the service. The written resignation shall state the effective date and reasons for leaving. The resignation shall be forwarded to the City 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 the employee's previous position within a period of one (1) year from the effective date of the resignation. Reinstatement shall be made at the salary step recommended by the Fire Chief and approved by the City Administrator, but not lower than the salary step held at the time the employee resigned from 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 on a rehire list for a period of one (1) year from the date of the employee's most recent layoff. When hiring to fill a vacant position in a bargaining unit classification, the rehire list shall take precedence over all other employment lists. The last employee laid off shall be the first employee rehired until the rehire list is exhausted. Any employee reemployed from the rehire list shall be returned to their pay step and retain all unused sick leave accrual. All rehired employees will resume accruing vacation based on their months of service at the time of their lay off.

18.3 Failure to Accept Reemployment

Laid off employees are not eligible for rehire after one (1) year on a rehire list. Laid off employees who decline an offer of rehire or fail to report for assignment after being properly notified of their reemployment shall waive all rights to reemployment with the City.

18.4 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. Any disputes concerning the accuracy of the posted length of service list may be processed through the grievance procedure.

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 just cause as provided in Rule 8 of the City's Personnel Rules. Probationary employees serve at the pleasure of the City, and the City shall not be required to demonstrate just cause to terminate probationary employees. The City shall comply with the Firefighters Procedural Bill of Rights Act, Government Code section 3250 *et seq.* with respect to all disciplinary matters.

19.2 Appeals

The City shall comply with all pre-disciplinary requirements imposed by state and federal law and Rule 8 of the City's Personnel Rules. Non-probationary employees shall have the right to appeal the imposition of disciplinary action in accordance with Rule 8 of the City's Personnel Rules and/or Government Code section 3254.5.

SECTION 20 - PERSONNEL FILES

Bargaining unit employees and/or their designated representative, on presentation of a written request from the employee or the employee's representative, shall have the right to inspect and receive copies of the entire contents of the employee's personnel files. Access to the employee's personnel files shall be granted within three (3) business days following submission of the written request to the City's Human Resources Department.

SECTION 21 - GRIEVANCE PROCEDURE

21.1 General Procedure

The formal grievance procedure is intended to supplement other informal and low level methods of responding to and settling problems and complaints. If informal and low level methods fail to resolve an issue, the formal grievance procedure may be utilized to resolve problems and disputes. Formal grievances may be initiated in the first instance without resorting to informal and low level methods.

A “grievance” is defined as a dispute involving the interpretation or application of this MOU, Fire Department Rules and Regulations or the City’s Personnel Rules (excluding discipline and discharge of bargaining unit employees) which adversely affects the grievant. Appeals from discipline and discharge are not grievances and shall be processed in accordance with the City’s Personnel Rules and the Firefighters Procedural Bill of Rights Act, Government Code section 3250 *et seq.*

Individual bargaining unit employees and/or the Union may file grievances. The Union may file a grievance on behalf of itself, a single bargaining unit employee or multiple similarly situated bargaining unit employees (group grievance).

A Union representative may assist an individual grievant at each step of the grievance procedure and be present at any and all grievance meetings with the City or City representatives.

The time limits established for any step of the grievance procedure may be waived or extended by mutual agreement of the parties to the grievance. Such time extensions must be confirmed in writing within the time limits specified for the particular step of the grievance procedure.

The parties may meet to discuss a grievance at any step in the grievance procedure in an effort to resolve the particular dispute.

21.2 Contents of Formal Grievance

Formal grievances shall be presented in writing and shall contain the following minimum information:

1. A clear and concise statement of the facts and circumstances giving rise to the grievance.
2. The specific provisions of this MOU, Fire Department Rules and Regulations, City Personnel Rules or practices alleged to have been misinterpreted or misapplied, along with a statement identifying how or why the provisions were misinterpreted or misapplied.
3. An explanation of how the employee has been adversely affected.
4. A statement of the remedy requested.

21.3 Information

The Union is entitled to request and receive copies of any non-confidential and non-privileged documents and other relevant information within the City's possession or control pertaining to the grievance.

21.4 Steps of the Formal Grievance Procedure**Step 1. Fire Chief**

A formal written grievance shall be presented to the Fire Chief within thirty (30) calendar days of the date the grievant or Union knew or reasonably should have known about the actions and/or circumstances giving rise to the grievance. The Fire Chief shall investigate the grievance and meet with the grievant and Union representatives within fifteen (15) calendar days following presentation of the grievance at Step 1. The Fire Chief shall respond in writing to the grievance within five (5) calendar days following the Step 1 grievance meeting.

Step 2. City Administrator

If the grievant and/or the Union are not satisfied with the Fire Chief's Step 1 response to the grievance, the grievance may be advanced, in writing, to the City Administrator within fifteen (15) calendar days following receipt of the Step 1 written response. The City Administrator or designee other than the Fire Chief shall investigate the grievance and meet with the grievant and Association representatives within fifteen (15) calendar days following receipt of the written request to advance the grievance to Step 2. The City Administrator shall respond in writing to the grievance within five (5) calendar days following the Step 2 meeting. The City Administrator's decision shall be final.

SECTION 22 - SAFETY

Bargaining unit employees agree to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Bargaining unit employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any bargaining 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 one (1) bargaining unit employee 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 agrees, if requested during the term of this MOU, to meet with the Fire Chief for the purpose of reviewing and updating the Fire Department Rules and Regulations.

23.2 Maintenance of Qualifications

All employees must continue to meet the basic requirements for their position during the term of their employment:

Fire Captain Paramedic

- Fire Officer/Company Officer Certificate
- Advanced Cardiac Life Support (ACLS) certificate,
- Pre-Hospital Trauma Life Support (PHTLS) certificate or Basic Trauma Life Support (BTLS) certificate, and
- Pediatric Advanced Life Support (PALS) certificate or Pediatric Emergency Procedures (PEP) certificate.

OR

Current State of California Paramedic License and Alameda County Paramedic Accreditation

Fire Captain – EMT

- Fire Officer/Company Officer Certificate
- EMT-Basic certificate.

23.2.1 All bargaining unit employees are required to possess and maintain a valid CPR Instructor Certificate and annually to participate actively as a lead instructor in the CPR instruction provided by the Department and approved by the Fire Chief. Bargaining unit employees’ base salary was increased by four percent (4%), effective July 1, 2017, to compensate bargaining unit employees for these CPR certification and instruction requirements.

23.3 Defense and Indemnity

The City shall defend and indemnify bargaining unit employees from liability for their actions or inactions within the course and scope of their duties.

23.4 Shift Trades

Bargaining unit employees may trade shifts in conformity with the Fire Department Rules and Regulations.

SECTION 24 - EDUCATION ALLOWANCE

The City shall reimburse bargaining unit employees for educational expenses not to exceed Two Thousand Dollars (\$2,000) per fiscal year for the completion of off-duty courses relating directly to the employee's work assignment or for completion of courses required for the attainment of a degree or certificate program in a field relating to the employee's work assignment.

Bargaining unit employees must submit an application to the Fire Chief containing all information needed to evaluate the request. The Fire Chief must approve the employee's application prior to attending the course in order to receive reimbursement. Upon completion of the course, the employee must provide the Fire Chief with a copy of the grade sheet or certificate indicating a passing grade, along with appropriate receipts for tuition and books in order to receive reimbursement. Employees who receive reimbursement from the City for books and materials are required to relinquish the books and materials to the Fire Department for future use and reference by other City employees.

SECTION 25- 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 MOU shall supersede all prior or existing memoranda of understanding and City Council resolutions covering the terms and conditions of employment of Fire Captains or the Unit. All rights, privileges, and terms and conditions of employment in full force and effect through the duration of the previous MOU, and not in conflict herewith, shall become a part of this agreement and remain in effect until mutually modified by the parties hereto.

SECTION 26 - LIMITED DUTY WORK

- 26.1** Injured employees who are temporarily disabled due to a work related injury or illness are required to submit a medical report to the Fire Department, following initial treatment, indicating what, if any, limited duty the employee can perform. Periodic medical reports that may be required by the Department shall also address what, if any, limited duty the employee can perform.
- 26.2** Employees on extended sick leave are likewise required to provide these periodic reports which should also contain limited duty information.
- 26.3** 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) will be charged to the appropriate leave. For employees expected to be on a less-than-normal schedule for more than thirty (30) days, the Fire 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 Fire 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.
- 26.4** 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.
- 26.5** Limited-duty assignments should be such that there is minimum risk of further injury or aggravation of the existing injury.

SECTION 27 - RESIDENCY REQUIREMENTS

Bargaining unit employees shall reside within the defined geographical area agreed to by the parties. A map showing the geographical area is retained by City Human Resources and the Union.

SECTION 28 - SAVINGS CLAUSE

If any provision of this MOU becomes invalid by operation of law or order of a court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any tribunal, the remaining provisions of this MOU shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for the invalid provision.

SECTION 29 - TERM OF AGREEMENT

- 29.1** Except as otherwise provided in specific sections, this Memorandum of Understanding shall be in full force and effect from the date approved by the City Council through June 30, 2020.
- 29.2** 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 May 1, 2020.

APPENDIX A – WAGE TABLE

Effective 7/1/2017		Step 1 0 - 12 Mo.	Step 2 13-24 Mo.	Step 3 25-36 Mo.	Step 4 37-48 Mo.	Step 5 49 Mo. +
Fire Captain		\$9,549	\$10,027	\$10,529	\$11,053	\$11,602
Fire Officer	5%	\$10,026	\$10,528	\$11,055	\$11,606	\$12,182
Chief Officer	10%	\$10,504	\$11,030	\$11,582	\$12,158	\$12,762
Paramedic (Designated after March 5, 2018)	4%	\$9,931	\$10,428	\$10,950	\$11,495	\$12,066
Paramedic (Designated before March 5, 2018)	12%	\$10,695	\$11,230	\$11,792	\$12,379	\$12,994
Chief Officer/Paramedic (Designated before March 5, 2018)	10% + 12%	\$11,649	\$12,233	\$12,845	\$13,485	\$14,154

Effective 7/1/2018		Step 1 0 - 12 Mo.	Step 2 13-24 Mo.	Step 3 25-36 Mo.	Step 4 37-48 Mo.	Step 5 49 Mo. +
Fire Captain	3%	\$9,835	\$10,328	\$10,845	\$11,385	\$11,950
Fire Officer	5%	\$10,327	\$10,844	\$11,387	\$11,954	\$12,548
Chief Officer	10%	\$10,819	\$11,361	\$11,929	\$12,523	\$13,145
Paramedic (Designated after March 5, 2018)	4%	\$10,229	\$10,741	\$11,278	\$11,840	\$12,428
Paramedic (Designated before March 5, 2018)	12%	\$11,015	\$11,567	\$12,146	\$12,751	\$13,384
Chief Officer/Paramedic (Designated before March 5, 2018)	10% + 12%	\$11,999	\$12,600	\$13,230	\$13,889	\$14,579

Effective 7/1/2019		Step 1 0 - 12 Mo.	Step 2 13-24 Mo.	Step 3 25-36 Mo.	Step 4 37-48 Mo.	Step 5 49 Mo. +
Fire Captain	3%	\$10,130	\$10,638	\$11,170	\$11,726	\$12,309
Fire Officer	5%	\$10,637	\$11,169	\$11,729	\$12,313	\$12,924
Chief Officer	10%	\$11,143	\$11,701	\$12,287	\$12,899	\$13,539
Paramedic (Designated after March 5, 2018)	4%	\$10,535	\$11,063	\$11,617	\$12,195	\$12,801
Paramedic (Designated before March 5, 2018)	12%	\$11,346	\$11,914	\$12,510	\$13,133	\$13,786
Chief Officer/Paramedic (Designated before March 5, 2018)	10% + 12%	\$12,359	\$12,978	\$13,627	\$14,306	\$15,016

Signed and agreed to this _____ day of _____, 2018

CITY OF PIEDMONT

PIEDMONT FIREFIGHTERS
LOCAL 2683, IAFF, FIRE CAPTAIN
UNIT

By _____
Robert McBain, Mayor

By _____
Scott Barringer

By _____
Paul Benoit, City Administrator

By _____
Jonathan Fitzpatrick

By _____
John O. Tulloch, City Clerk

By _____
David Swan