

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDWOOD CITY

AND

SAN MATEO COUNTY FIRE FIGHTERS

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS**

LOCAL 2400

JANUARY 1, 2006 - DECEMBER 31, 2009

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

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

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

This MOU shall be presented to the City Council of the City of Redwood City as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing January 1, 2006, and ending December 31, 2009.

SECTION 1 - RECOGNITION

1.1 Union Recognition

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

1.2 Employer Recognition

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

SECTION 2 – EEO/AA

2.1 Discrimination

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

2.2 Americans with Disability Act

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

SECTION 3 – UNION SECURITY

3.1 Agency Fee

3.1.1 Employee Rights

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

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

3.1.2 Unit Member's Obligation to Exclusive Representation

An employee who does not fall within the exempted category as set forth in Section 3.1.6.1 below, and who has not voluntarily made application for membership in the Union within the forty-fifth (45th) day following either the date upon which this MOU is executed or the date upon which said employee was formally hired by the City as a bargaining unit employee, whichever date is later, must as a condition of employment in the City pay annually to the Union an agency fee, in exchange for representation services necessarily performed by the Union in its capacity as the exclusive bargaining agent.

3.1.3 Definition of Agency Fee

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

3.1.4 Exceptions

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

3.1.5 Annual Verification of Agency Fee by Union

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

3.1.6 Employees Exempted from Obligation to Pay Union

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

- 3.1.6.2 Such exempt employee shall, as an alternative to payment of an agency fee to the Union, pay an amount equivalent to such agency fee to either:
- 3.1.6.2.1 The American Cancer Society;
 - 3.1.6.2.2 The American Heart Association;
 - 3.1.6.2.3 The Sickle Cell Anemia Research and Education, Inc. (SCARE); or
 - 3.1.6.2.4 Any charity jointly agreed upon by the City and the Union. Such charities cannot be affiliated in any manner with the Union, nor can such charity be related to an established religious organization.
- 3.1.6.3 The Union, upon written request, may require such exempt employee to submit a written affidavit explaining the cause and nature of the allowable objection to payment of an agency fee. In addition, the Union may require such exempt employee to submit proof of payment of an amount equivalent to such agency fee to one of the alternative funds or organizations listed above.

3.1.7 Payment Method

- 3.1.7.1 Any employees who are not exempted from payment under Section 3.1.6.1 above may pay annually the properly determined agency fee directly to the Union.
- 3.1.7.2 As an alternative to the direct payment method, an employee may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established agency fee as defined in Section 3.1.3 above, subject to the conditions set forth elsewhere in this MOU for payroll deductions. Upon voluntary authorization duly completed and executed, the City will deduct from the pay of unit members and pay to the Union the normal and regular monthly agency fee.

3.1.7.3 In the event that an employee who is not exempted from payment under Section 3.1.3 does not voluntarily sign and deliver to the City an authorization pursuant to Section 3.1.7.2 or pay annually the agency fee directly to the Union pursuant to Section 3.1.7.1, the Union may request in writing that the City deduct from the pay of the employee and pay to the Union the normal and regular monthly agency fee without the approval of the employee. Prior to making a request for the City to involuntarily deduct the agency fee from an employee's pay, the Union shall notify the employee of the request. If the employee and the Union are unable to reach agreement on the manner of payment, the Union shall certify to the City in writing that the employee whose pay is to be affected by the deduction has: (1) refused to join the Union; (2) has refused to tender the amount of agency fee as defined herein; and (3) does not qualify for an exemption under Section 3.1.6.1 herein. The City and the Union agree that such written certification is a condition precedent to the City's obligation to begin a payroll deduction.

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

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

3.1.8 Obligations of the Parties

3.1.8.1 City's Obligations. The City's sole and exclusive obligations under this Section are to notify any employee who has failed to comply with the provisions of this Section that, as a condition of employment in the City, such employee must either become a Union member, pay an agency fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to provisions of Section 3.1.6.1 of this

MOU, and to make payroll deductions pursuant to Section 3.1.6.2 of this MOU. Under no circumstances shall the City be required to dismiss any employee for failure to fulfill his/her obligations to pay the fees established herein.

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

3.1.9 Hold Harmless

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

3.2 Bulletin Boards

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

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

3.3 Use of City Facilities

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

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, 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.

3.4 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 or meeting with the Union, City management shall provide such notice and opportunity to meet at the earliest practical time following the adoption of each ordinance, rule, resolution or regulation. Two (2) copies of such notice shall be sent to the District Vice President and one (1) copy shall be sent to the President of Local 2400.

3.5 Access to Work Locations

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

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

3.6 Policy Letters and Informational Letters and City Council Agenda

The Fire Department shall provide the IAFF Local 2400 three (3) copies of all policy letters and information letters directed to employees in classifications represented by IAFF Local 2400, and one (1) copy of the City Council Agenda shall be sent to the District Representative or his/her designee.

3.7 Availability of Data

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

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

Information which shall be made available to employee organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

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

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

SECTION 4 – CITY RIGHTS

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

SECTION 5 – UNION REPRESENTATIVES

5.1 Attendance at Meetings by Employees and Stewards

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

SECTION 6 – NO STRIKE

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

SECTION 7 – PAY

7.1 Pay Period

Employees shall be paid bi-weekly.

Effective with Council adoption of the new Memorandum of Understanding, the City will implement a mandatory direct deposit program for all new hires.

7.2 Salaries

Salaries shall be determined annually by those factors traditionally taken into consideration in the determination of wages, hours and other terms and conditions of public and private employment including, but not limited to, changes in the average Consumer Price Index for goods and services, the wages, hours and other terms or conditions of employment of other employees performing similar services, and the financial condition of the City.

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

The survey conducted by the Human Resources Department, shall be updated and completed by November 1, of each year during the term of the MOU. Effective the first of the pay period closest to January 1, 2007 (12/25/06), and thereafter effective the first of the pay period closest to January 1 of each subsequent year through the term of the MOU (1/7/08 and 1/5/09), salaries shall be calculated by comparing the total compensation rates of Fire Fighter/Engineers in Redwood City to the median of total compensation rates of Fire Engineers, or in the absence thereof, to the median of total compensation rates of Fire Fighters, in the cities specified above. The comparative calculation shall include top step base salary, employer paid member PERS contribution, maximum city paid medical contribution, longevity pay, holiday pay, uniform allowance, paramedic assistance pay, EMT pay, and educational incentive.

In the event one or more of the above listed comparative cities is in labor negotiations due to the expiration of their labor MOU and does not have salary data available as of November 1, 2006, November 1, 2007, or November 1, 2008, the total compensation factor for those cities shall be equal to the Consumer Price Index for all Urban Consumers for the San Francisco/San Jose area for the preceding fiscal year. This factor shall be no less than 3% nor greater than 6% should the C.P.I. fall below or exceed these percentages.

Effective the first of the pay period closest to January 1, 2006 (12/26/05), there will be no salary increase for either the classification of Fire Fighter/Engineer or Fire Captain.

Effective the first of the pay period closest to January 1, 2007 (12/25/06), the salary plan for the classification of Fire Fighter/Engineer will go from 5 steps to 6 steps with the 6th step set at the median of the established labor market as described above.

Effective the first of the pay period closest to January 1, 2007 (12/25/06), all current employees in the classification of Fire Fighter/Engineer will be advanced to the next step in the salary range (i.e., if currently at 5th step, will be increased to 6th step; if at 4th step, will increase to 5th step; etc.), and all current employees in the classification of Fire Captain will receive an increase to their base salary equal to the percentage increase received by Fire Fighter/Engineers.

Effective the first of the pay period closest to January 1, 2008 (1/7/08), all current employees in the classification of Fire Fighter/Engineer will receive an

increase to their base salary which brings their total compensation equal to the total compensation median of the established labor market as described above, and all current employees in the classification of Fire Captain will receive an increase to their base salary equal to the percentage increase received by Fire Fighter/Engineers.

Effective the first of the pay period closest to January 1, 2009 (1/5/09), all current employees in the classification of Fire Fighter/Engineer will receive an increase to their base salary which brings their total compensation equal to the total compensation median of the established labor market as described above, and all current employees in the classification of Fire Captain will receive an increase to their base salary equal to the percentage increase received by Fire Fighter/Engineers.

7.2.1 Initial Appointments

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

7.2.2 Salary Increase on Promotion to Fire Captain

A Fire Fighter/Engineer who is receiving paramedic pay is eligible for a promotional adjustment that ensures at least a 5% increase above the highest classification they are to supervise, even if that places him/her between salary steps.

7.2.3 Merit Increases

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

The status quo shall be maintained regarding the payment of FLSA overtime. The City shall also maintain the status quo on the payment of regular overtime as prescribed in Section 7.6 of the current MOU.

7.3 Work Schedule

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

X = 24 hour on-duty period
0 = 24 hour off-duty period

XOXOXOX0000XOXOXOX000000

7.4 Starting Time

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

7.5 Overtime

7.5.1 Fifty-six (56) Hour Workweek Employees

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

7.5.2 Compensatory Time

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

7.5.3 Hire Back Procedures

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

7.6 Paramedic Pay

- 1) Paramedic Premium Pay for paramedics – 10% of Base Pay.
- 2) Paramedic Assistance Pay for all other Fire Fighter/Engineers including Fire Captains: 2.5% of Base Pay.
- 3) FF/P's receiving Paramedic Pay will not receive Paramedic Assistance Pay.
- 4) Paramedic Pay will be added to base pay, regardless of position on apparatus or if on scheduled or non-scheduled hours.
- 5) Paramedic Pay will only be paid to FF/P's functioning in department approved Paramedic positions.
- 6) FF/P's will maintain Paramedic Pay when acting in higher classification.
- 7) A training allowance of \$10,000 will be provided, in lieu of overtime pay while attending off duty training for those Fire Fighter/Engineers attending the paramedic training program approved by the City. This \$10,000 Training Allowance will be provided as follows: \$2,500 upon acceptance into the Training Program as determined by examination and seniority; \$2,500 upon successful completion of the didactic training; \$2,500 upon successful completion of clinical training; \$2,500 upon receipt of Paramedic Certification by the State of California and the County of San Mateo.
- 8) If an employee voluntarily withdraws from any portion of the Paramedic Training Program, the employee shall refund to the City the most recent \$2,500 received. Fire Management shall be responsible to notify HR and Finance Departments regarding the refund.
- 9) The above provisions regarding captain compaction and paramedic pay supercede the provisions of the sideletter dated August 14, 1997. All other provisions of the August 14, 1997, sideletter stay in effect except if modified by mutual agreement.
- 10) Effective with the first full pay period following the adoption of the 2001-2005 MOU, upon approval of the Fire Chief, Fire Captains who maintain paramedic certification will receive an additional 2.5% of base salary. The Fire Captain shall not be the primary medic on any piece of fire apparatus.

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

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

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

7.7 Court Pay

An off-duty employee who is subpoenaed to appear in court or at a coroner's inquest in cases in which the City is a party shall be compensated at one and one-half (1-1/2) times his/her regular straight-time rate for all hours the employee is so ordered to appear with a minimum of three (3) hours. Any fees received by the employee for their testimony will be turned into the City for deposit into the general fund.

7.8 Call-back Pay

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

7.9 Acting Pay

7.9.1 The City shall, whenever practical, assign those employees who have demonstrated their ability to perform the duties of the higher classification in accordance with the criteria for selection in the Department Operations Manual. It is understood, that employees selected to perform the duties of a higher classification will be those who have achieved the top step of their regular classification.

- 7.9.2 Whenever a temporary vacancy occurs and it is determined by the City that the position should be temporarily filled, an employee may be assigned by the Fire Chief to work in the higher paid classification at a rate of pay which is ten percent (10%) above his/her adjusted hourly rate.
- 7.9.3 After a position has been temporarily vacant for fifteen (15) consecutive shifts, the City shall make a temporary appointment to fill such vacancy. Temporary appointment may continue for a period of one hundred eighty (180) days and may be extended by the Human Resources Director for an additional period of ninety (90) days.
- 7.9.4 For purposes of this Section (7) a "vacancy" is defined as either an unfilled budgeted position whose incumbent is on paid or unpaid authorized leave, either one of which continues for fifteen (15) or more consecutive shifts.

7.10 Special Assignment

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

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

7.11 Service Incentive

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

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

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

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

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

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

7.12 Educational Incentive

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

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

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

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

- A. Employees who maintain a current satisfactory performance evaluation and who have completed two (2) years or more of service and fifteen (15) college credits, twelve (12) of which must be in Fire Science and three (3) in Related Electives, including Emergency Medical Training, will receive two and one-half percent (2-1/2%) additional pay.
- B. Employees who maintain a current satisfactory performance evaluation and who have completed five (5) years or more of service and have thirty (30) college credits, twenty-four (24) of which must be in Fire Science and six (6) in Related Electives, including Emergency Medical Training, will receive two and one-half percent (2-1/2%) additional pay for a total of five percent (5%).
- C. Employees who maintain a current satisfactory performance evaluation and who have completed ten (10) years or more of service and have sixty (60) college credits, twenty-four (24) of which must be in Fire Science, including Emergency Medical Training, will receive two and one-half percent (2-1/2%) additional pay for a total of seven and one-half percent (7-1/2%).

Official transcripts of study must be received by the Human Resources Director in order for Educational Incentive Pay to be granted for the first payroll period following submission of the transcripts. Study, however, may be verified by a

document signed by the teacher of the course pending receipt of an official transcript covering the course.

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

7.12.1 Emergency Medical Training (EMT) Incentive

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

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

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

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

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

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

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

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

7.13 Uniform Allowance

Fire Fighter/Engineers or Fire Captains shall be paid an annual uniform allowance of six hundred dollars (\$600.00). Effective January 1, 2007, annual uniform allowance shall be increased as follows: \$620.00 effective January 1, 2007; \$640.00 effective January 1, 2008; \$660.00 effective January 1, 2009. This amount will be pro-rated for new hires.

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

7.14 Tuition Reimbursement

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

Effective immediately upon ratification and Council approval of an agreement, an employee shall be eligible to receive reimbursement, not to exceed Five Hundred Dollars (\$500.00) per fiscal year, provided that the courses of instruction require attendance at an accredited community college or university, are part of a curriculum leading to a degree or given by an accredited institution of learning, are approved in advance of enrollment by the Human Resources Director and the employee's department head, and the employee must successfully complete each course submitted for reimbursement with a grade of "C" or better, or a passing grade in a pass/fail course. The Educational Expense Reimbursement Program may be used for professional development workshops or seminars.

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

7.15 Personal Vehicle and Mileage Payment

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

Actual costs to and from destination not to exceed a maximum computed at a rate not to exceed current IRS mileage reimbursement limits for miles traveled

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

7.16 Sick Leave Compensation (see Section 18.1.5)

7.17 Holiday Compensation (see Section 8.5)

7.18 Administrative Holiday Compensation (see Section 8.5)

7.19 Bilingual Differential

Employees who are assigned to job duties requiring bilingual skills are eligible to receive a two and one-half percent (2-1/2%) pay differential for the use of these skills in job duties arising during the normal course of work as first responders.

Employees with advanced bilingual skills are eligible to receive a five percent (5%) pay differential for the use of these advanced skills in job duties arising during the normal course of work. Advanced bilingual skills, for purposes of the five percent (5%) pay differential, are defined as the ability to translate and communicate beyond conversational speaking and/or basic writing. Workers who receive the five percent (5%) advanced bilingual differential are required, when called upon, to utilize their skills citywide.

First responder and advanced bilingual testing will begin within sixty (60) days of ratification and Council approval of an agreement.

Eligibility for the first responder or advanced bilingual pay differential shall be determined by the Human Resources Director on the basis of an oral proficiency test or an oral and written proficiency test respectively. To retain the 2.5% or 5% differential, employees will be required to pass the City's bi-annual proficiency test.

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

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

SECTION 8 - HOLIDAYS

8.1 Paid Holidays

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

1. New Year's Day
2. Martin Luther King, Jr. Day (observed on the third Monday in January)
3. Washington's Birthday (Observed on the third Monday in February)
4. Memorial Day (Observed on the last Monday in May)
5. Independence Day
6. Labor Day (Observed on the first Monday in September)
7. Veterans Day (Observed November 11)
8. Thanksgiving Day
9. The Day after Thanksgiving
10. Christmas Day
11. Two administrative holidays, and such other days as may be proclaimed local holidays.

8.2 Saturday and Sunday Holidays

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

8.3 Work on a Holiday

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

8.4 Holiday During Vacation or Sick Leave

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

8.5 Holiday Compensation for Fire Fighter/Engineer and Fire Captain

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

Fire Fighter/Engineers and Fire Captains who are in a no-pay status (e.g. on leave of absence or Family Medical Leave) will receive holiday compensation on a prorated basis.

In lieu of any holiday benefits, each employee shall receive compensation in the amount of one and one-half (1-1/2) times his/her pay, calculated on the basis of an eight (8) hour day, for eighty (80) hours in each calendar year. Such compensation shall be issued in the amount of forty (40) hours on the first pay day on or immediately following June 1, and an additional forty (40) hours on the first pay day on or immediately following December 1. Holiday checks will be issued separately from the normal pay period checks. Employees who are laid off or whose service with the City is terminated prior to June 1 or December 1 shall have their holiday compensation pro-rated.

For purposes of scheduling, the two (2) administrative holidays will be equal to two (2) vacation days. The administrative holidays must be taken in twenty-four (24) hour increments. In the event that one or both of the administrative holidays are not used by the last pay period in the calendar year (based on the preceding 26 pay periods), compensation for administrative holidays will be calculated on an eight (8) hour day at the forty (40) hour rate. The City will endeavor to make payment on the non-payroll Friday immediately following the first payroll Friday in January, however the payment will be made no later than the first pay period in February.

SECTION 9 - VACATIONS

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

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

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

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

employees shall accrue vacation at a rate (6.154 hours per pay period) that yields one hundred sixty (160) hours of vacation per year through the fourteenth year of service. After completion of the fourteenth year of service, employees shall accrue vacation at a rate (6.923 hours per pay period) that yields one hundred eighty (180) hours of vacation per year through the nineteenth year of service. After completion of the nineteenth year of service, employees shall accrue vacation at a rate (7.692 hours per pay period) that yields two hundred (200) hours of vacation per year.

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

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

In the event an employee of the Fire Department regularly assigned to a twenty-four (24) hour duty shift is temporarily assigned by the Fire Chief with the approval of the City Manager to a forty (40) hour workweek, vacation leave for such employee shall continue to be credited at the fifty-six (56) hour rate. Such appointments and accrual credit shall not exceed ninety (90) calendar days, except by mutual agreement between the Union and the City. This provision does not apply to those employees who are assigned to a light duty assignment due to a non-industrial injury or illness.

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

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

9.6 Vacation Scheduling

Sign up will commence on November 1st of each year for the following year. Sign up shall be according to seniority in rank on each shift. The senior Fire Captain and the senior Fire Fighter/Engineer will make their pick, then the second senior Fire Captain and the second senior Fire Fighter/Engineer will make their pick, etc., until all personnel on that shift have made their first pick. The second round pick is made in the same fashion. These first two rounds of vacation picks shall be in four (4) shift increments at a minimum. See last paragraph of this Section 9.6 with respect to Thanksgiving, Christmas Eve, and Christmas Holidays.

Upon completion of the first two (2) rounds of vacation picks employees will be permitted to schedule the balance of the earned vacation benefit in twelve (12) hour increments, providing that the twelve (12) hour increments start at 0800 hours or 2000 hours.

Vacation may be used in shorter than twelve (12) hour increments, with a minimum of one (1) hour, except, during the hours of 0800 and 1600 vacation must be taken in a four (4) hour minimum, starting at 0800 or 1200 hours, provided that an employee fulfills the training requirements. If a four (4) hour vacation through a twelve (12) hour vacation is requested and approved, the leave requested by the employee will be used by the employee.

If a vacation of less than twelve (12) hours is requested and approved, and the department will be in an overtime situation, the employee requesting the short leave will be required to find his/her own relief up to the completion of his/her last shift prior to the approved leave. If the overtime situation occurs after the completion of his/her last shift prior to the approved leave, the Battalion Chief will find the relief. The relief person will be paid the appropriate overtime.

Forty-eight (48) hours advance notice is required for vacation requests and cancellations except in an emergency. Less than forty-eight (48) hour requests will be accepted only at the Battalion Chief's discretion.

Irrespective of the number of fire fighting personnel scheduled for work, vacation leave shall be scheduled on a shift basis as follows: No more than two (2) Fire Fighter/Engineers and one (1) Fire Captain may be on vacation leave at the same time per shift for the purposes of annual vacation scheduling. After annual vacation scheduling is completed, no more than three (3) employees per shift, irrespective of rank, may be on vacation leave at the same time, however, there shall be no more than two (2) Acting Fire Captains filling in at any one time.

During annual vacation picks and thereafter, if applicable, Fire Captains and Fire Fighter/Engineers (maximum of 3) may select the following Holidays: Thanksgiving, Christmas Eve, and Christmas. However, the employee(s) requesting the respective Holiday leave will be required to find his/her own

relief (i.e. "less than 12 hour leave" rule). The employee requesting the respective Holiday leave may also utilize individuals on the existing OT sign up list in RMS to secure relief. The required paperwork must be submitted at least 48 hours prior to the requested leave or the leave will not be approved. The relief person(s) will be paid the appropriate overtime.

SECTION 10 – PERSONNEL FILES

An employee, or his/her representative on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file, and copies of letters of reprimand or warning shall be sent to the Union and the Human Resources Director. In the event a letter of reprimand or warning is not sent to the Union and the Human Resources Director, such letter may not be used to support any subsequent disciplinary action. Upon receipt of a letter of reprimand or warning which the employee feels is factually incorrect, he/she may so advise, in writing, the department head, Human Resources Director and the Union. The letter of reprimand or warning may not be appealed through the grievance procedure. The employee may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

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

SECTION 11 – PROBATIONARY PERIOD

11.1 New Employees

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

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

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

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

11.2 Promotional Probation

All promotional appointments shall be tentative and subject to a probationary period of six (6) months of service from the date of appointment. During the probationary period, an employee may be rejected at any time by the City Manager upon recommendation of the Fire Chief. Any regular employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted, unless conditions warrant his/her dismissal.

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

SECTION 12 – STATION BIDDING

The bidding procedure presently in effect shall continue during the term of this MOU unless the parties mutually agree to modify the procedure.

SECTION 13 - PROMOTION

13.1 Examination

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

13.2 Eligible List

The names of the successful candidates shall be recorded in the order of their standing in the examination on an eligible list.

13.3 Promotional Appointment

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

13.4 Duration of Eligible List

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

13.5 Removal from Eligible List

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

13.6 Time Off for Examination

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

13.7 Promotional Probation (see Section 11.2)

SECTION 14 - DISCIPLINE

14.1 Right of Discipline

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

14.1.1 Pre-Disciplinary Notice and Hearing

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

1. The employee and the employee's Union Representative shall receive notice in writing of the proposed disciplinary action not less than seven (7) calendar days prior to the effective date of action and shall be accompanied by copies of all materials upon which the action is based.
2. Prior to the effective date of the disciplinary action the employee may request, and shall be granted an opportunity to respond orally or in writing to the proposed disciplinary action. The response shall be to the employee's Department Head or to his/her designee. The employee may be represented by the Union representative of his/her choice.

3. The foregoing provisions of MOU Section 14.1.1 shall be inapplicable in the event the City takes immediate disciplinary action against an employee for conduct which endangers employee or public safety, or for an act(s) which would constitute a felony.
4. The pre-disciplinary process provided for herein shall only apply to regular employees.

14.2 Appeals

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

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

14.3 Probationary Employees

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

SECTION 15 – RESIGNATION AND REINSTATEMENT

15.1 Resignation

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

15.2 Reinstatement

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

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

SECTION 16 - LAYOFF

16.1 Order of Layoff

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

16.2 Order of Rehire

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

16.3 Break in Service

Service with the City 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.

16.4 Benefits During Layoff

During the one (1) year on a rehire list, the employee shall not accrue any benefits, including, but not limited to, vacation, sick leave, holidays, medical, dental, life insurance and uniform allowance. Any employee reemployed from the rehire list shall retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

16.5 Length of Service

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

SECTION 17 - RETIREMENT

17.1 Retirement Plan

Retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members Three Percent (3%) at Age Fifty (50) Formula.

17.2 Optional Provisions Added

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

1. Effective April 1, 1969, 1959 Survivor Allowance as set forth in Article 6 of Chapter 9 of the Public Employees' Retirement Law (commencing with Section 21380 of the Government Code), which will provide the third tier of benefits.
2. Effective March 16, 1989, one (1) year highest compensation as authorized by Section 20024.2 of the Government Code.
3. Effective July 1, 2003, Pre-Retirement Optional Settlement 2 Death Benefits as authorized by Section 21548.
4. Effective within six (6) months upon ratification and Council approval of an agreement, Fourth Level of 1959 Survivor Benefits as authorized in Section 21574.

17.3 City's Contribution to Retirement System

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

17.4 Employee's Contribution to Retirement-System

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

17.5 414(h)(2) Internal Revenue Service Code

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

17.6 Disability Retirement

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

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

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

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

SECTION 18 - LEAVES

18.1 Sick Leave

18.1.1 Sick Leave Accrual

Regular and probationary employees who work a fifty-six (56) hour workweek shall accrue sick leave at the rate of twenty-four (24) hours per month to a maximum of one thousand nine hundred twenty (1,920) hours. In the event the present duty schedule is changed by increasing or decreasing the number of hours worked in the work cycle, the rate of accrual and the maximum accrual of

sick leave credit will be increased or decreased in direct proportion to such change. Regular and probationary employees who work a forty (40) hour workweek shall accrue sick leave at the rate of eight (8) hours per month to a maximum of nine hundred sixty (960) hours. Sick leave shall accrue during an absence which is a result of occupational disability resulting from service with the City.

In the event an employee of the Fire Department regularly assigned to a twenty-four (24) hour duty shift is temporarily assigned by the Fire Chief with the approval of the City Manager to a forty (40) hour workweek, sick leave for such employee shall continue to be credited at the fifty-six (56) hour rate. Such appointment and accrual credit shall not exceed ninety (90) calendar days, except by mutual agreement between the Union and the City.

18.1.2 Sick Leave Usage

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

At the City's request, the employee must file with the City, after an absence of three (3) consecutive working days or two (2) consecutive duty shifts, as the case may be, a statement by a person licensed to practice medicine or dentistry that the employee was under said doctor's care while absent. When an employee returns to work after any absence chargeable to sick leave, or as a result of an industrial absence or illness, the City may require a statement from the attending doctor that the employee is in fit physical condition to perform all the duties of his/her position. In addition, the employee may be required to undergo a medical examination at the City's expense to be performed by a doctor designated by the City, before the employee is permitted to return to work.

Sick leave shall be defined as the non-job related absence from work due to illness, bodily injury, exposure to contagious disease, and caring of family members whose illness requires the worker's care.

18.1.3 Charge for Sick Leave

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

18.1.4 Sick Leave Accrual Cap

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

18.1.5 Credit for Unused Sick Leave

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

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

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

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

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

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

18.1.6 Procedures for Requesting and Approving Sick Leave

Employees are responsible for notifying the Battalion Chief's office of any inability to report to duty prior to the commencement of their work shift. Shift employees shall notify the Battalion Chief's office prior to 0700 hours of the day the employee is to be absent. Non-shift employees shall notify their immediate supervisor by

0815 hours. Notification shall include the reason and the possible duration of the absence.

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

Upon return to duty, the absent employee must complete an absent report and forward it to the Fire Chief, stipulating the reason for the absence and the number of hours of sick leave use.

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

To ascertain the propriety of claims, the following procedure shall apply:

Employees who notify the Battalion Chief's office of their inability to report for duty shall report to the Battalion Chief's office where they can be reached. If the employee will be unavailable for a telephone call, the employee shall notify the Battalion Chief, or if he/she is not available, the Dispatch Center, stipulating the reason and length of time of such unavailability.

An employee who is telephoned at the designated number between 0800 and 2100 hours and who fails to answer the call, shall not be paid, unless the employee has notified the Battalion Chief, as provided above.

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

18.2 Limited Duty Work For An Injured Employee

18.2.1 An injured employee who is receiving medical attention for an alleged industrial injury, and who is determined to be temporarily disabled, is required to return to the department after initial treatment with a medical report indicating what, if any, limited duty the employee can perform. If none, the report should so indicate. The department routinely requires periodic updated reports, which should also contain limited duty information.

18.2.2 An employee on extended sick leave is likewise required to provide these periodic reports, which should also contain limited duty information.

- 18.2.3 For employees whose limited duty arrangement calls for less than the regular number of hours worked per payroll period, the hours actually worked will be shown as regular time on the time card, and the remaining hours (the difference between hours actually worked and hours normally scheduled) charged to the appropriate leave. For persons expected to be on a less-than-normal schedule for more than thirty (30) days, the department will initiate a personnel action form adjusting accrual rates of such work schedule-related benefits as vacation and sick leave. When the individual returns to his/her regular work schedule, the department will initiate another personnel action form to return accrual rates to normal; however, there will be no adjustment of balances as a result of an accrual rate change.
- 18.2.4 The duty limitations specified by the treating physician must be strictly adhered to when making work assignments. As appropriate, suggested assignments might include performing fire inspections and routine maintenance, compiling data and statistics, organizing training programs and evolutions, and the like.
- 18.2.5 Limited duty assignments should be such that there is minimum risk of further injury or aggravation.

18.3 Limited Duty Work During Pregnancy

- 18.3.1 An employee who is pregnant shall report her condition immediately after diagnosis is made to the on-duty Battalion Chief. If the diagnosis has not been certified by a physician, the employee has thirty (30) days to provide the department with a medical diagnosis.
- 18.3.2 In the instance that pregnancy is confirmed, the employee has the following options:
 - 18.3.2.1 The employee may work light duty if her attending physician determines light duty to be appropriate, or if the employee so desires. If the attending physician recommends light duty the employee will need to have her physician fill out a work status report. It is the employee's responsibility to insure that the work status report is completed by the physician and returned promptly to the shift Battalion Chief.
 - 18.3.2.2 The employee may use earned sick leave in accordance with Section 18.9, or earned vacation leave if her physician certifies that she is unable to perform her full or light duty work.

- 18.3.3 During light duty, the employee may take earned leave time for any doctors appointments.
- 18.3.4 Employee will not lose seniority or permanent station assignments due to any pregnancy related leave or light duty assignment. This would not apply to unpaid leave.
- 18.3.5 Employees eligible to take a promotional exam will be allowed to participate in the examination, provided the employee's physician certifies in writing that the employee is physically capable of participating in the exam process. The Department will not be responsible for conducting any additional exams in order to accommodate employees who are unable to participate in the process.
- 18.3.6 During the course of pregnancy, uniforms shall be worn until fit or comfort precludes such, at which time appropriate civilian attire will be allowed.
- 18.3.7 Employee shall return to full duty upon receipt of a physicians statement certifying that the employee is medically qualified to assume regular duties and responsibilities. If the physician's statement does not release the employee to regular duties but will allow light duty, the employee shall be offered light duty until her physician releases her to full duty status. Light duty shall not continue for a period of more than six (6) months.
- 18.3.8 Employees who want to provide parental care to newborn infants may do so in accordance with the Department's Family Leave Provisions.

18.4 Industrial Disability Leave

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

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

Employees in the above-mentioned classifications shall continue to accrue sick leave and vacation leave benefits and receive payment for holidays during the period of disability to a maximum of one (1) year or until retirement, whichever occurs first.

18.5 Military Leave

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

18.6 Leave of Absence Without Pay

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

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

18.7 Jury Duty

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

18.8 Maternity Leave of Absence Without Pay

- 18.8.1 Maternity leave of absence without pay or benefits shall be granted upon request to non-disabled probationary and permanent female employees for that period of time requested, up to one (1) year.
- 18.8.2 Maternity leave shall be granted when the following conditions have been met:
 - 18.8.2.1 The employee shall notify her immediate supervisor in writing, accompanied by her physician's certificate of pregnancy, as soon as possible after pregnancy has definitely been determined, but no later than ninety (90) days prior to the tentative date on which the leave is to begin. Such notice shall include the tentative dates on which the leave shall begin and end.
 - 18.8.2.2 Within thirty (30) days of the beginning of the maternity leave, the employee shall submit to the Human Resources Director the specific date she intends to begin the leave, accompanied by her physician's written statement attesting to the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall continue on active duty until the specific date, providing she performs the full duties and responsibilities of her position and furnishes additional health statements from her physician upon reasonable request.
 - 18.8.2.3 Prior to the establishment of a specific date for return to duty, the employee shall submit to the Human Resources Director a notice of intention to return to duty, accompanied by her physician's statement certifying that the employee is medically qualified to assume regular duties and responsibilities.
 - 18.8.2.4 The Human Resources Director or his/her designee may designate the specific beginning and ending dates within the pay period requested by the employee to meet the needs of the employee and the City.
- 18.8.3 The employee on leave shall be returned to her original position, or if that position is not in existence, to an equivalent position within her classification.

- 18.8.4 A maternity leave, absent physical disability, is granted without pay for the duration of leave. The employee may elect to continue medical and dental insurance coverage for up to one (1) year during this leave at her own expense.
- 18.8.5 The foregoing Maternity Leave provision shall be subject to applicable federal and state law.

18.9 Leave-for-Pregnancy-Disability

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

18.10 Funeral Leave

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

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

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

18.11 Leave for Union Business

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

18.12 Absence Without Leave

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

18.13 Family and Medical Leave Act

18.13.1 In accordance with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993, regular part-time and full-time employees with more than one (1) year or more of service are entitled to a maximum of twelve (12) weeks of unpaid leave in a twelve (12) month period:

18.13.1.1 to care for a child following a birth or placement of a child with the employee for adoption or foster care.

18.13.1.2 to care for the spouse, child or parent of the employee who has a serious health condition.

18.13.1.3 if the employee is unable to perform his/her job because of the employee's own serious health condition.

18.13.2 When an employee desires leave for the above stated reasons, the employee should give thirty (30) calendar days' written advance

notice to his/her supervisor (or if the event is unforeseeable, employee should give as much notice as possible.)

The City may require that a request for family leave be supported by a certification issued by the employee's health care provider.

Certification may also be required from the health care provider of the employee's child, parent or spouse who has a serious health condition before the employee is approved to use family/medical leave to take care of that family member.

Failure to comply with the above requirements may lead to denial of leave.

- 18.13.3 The employee may elect, or the City may require the employee, to substitute accrued vacation leave or other accrued time off during family/medical leave. Sick leave may be used during the period of family/medical leave in accordance with the sick leave provisions found in Section 18.1 of this Memorandum of Understanding.
- 18.13.4 The City will maintain contributions for the employee's health benefits under group health plans at the same level as prior to the leave, in accordance with the Family and Medical Leave Act. The worker may return to the same position, or another position with equivalent benefits, pay and other terms and conditions of employment upon completion of the leave.

SECTION 19 – HEALTH AND CAFETERIA PLAN

19.1 Health and Cafeteria Plan

- 19.1.1 The City agrees to contract with The California Public Employee's Retirement System (PERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22751, et seq.) pursuant specifically to Government Code Sections 22892 and 22850, provided however, that upon the request of the City, the parties will re-open this Article 19.1.1 to provide a different group health plan.
- 19.1.2 For the period January 1, 2006 through December 31, 2006, the City's maximum contribution for each active employee for a Health Benefit Plan (as referenced in Government Code 22892) shall not exceed sixty-four dollars and sixty cents (\$64.60) per month; eighty dollars and eighty cents (\$80.80) per month effective January 1, 2007; ninety-seven dollars (\$97.00) per month effective January 1, 2008. Commencing January 1, 2009, the City's contribution shall be adjusted annually by the PERS board to reflect any change to

the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

19.1.3 The City shall establish in accordance with Section 125 of the IRS Code a Cafeteria Plan establishing the following individual accounts for each active employee:

- A. Group Health Plan Medical Premiums
- B. Dependent Care
- C. Health Care Reimbursement

19.1.4 For the period January 1, 2006 through December 31, 2006, the City's maximum combined monthly contribution for each eligible full-time employee for the aforementioned Group Health Benefit Plan and Cafeteria Plan shall be one thousand twelve dollars and thirty-nine cents (\$1,012.39) per month per employee minus any costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, and minus any costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22751, et seq.

Such costs include, but are not limited to, surcharges and/or administrative fees. The actual maximum monthly contribution per active employee, once these charges have been deducted, is estimated to be nine hundred forty-seven dollars and seventy-nine cents (\$947.79) for 2006.

19.1.5 For the period January 1, 2007 through December 31, 2009, the City's maximum combined monthly contribution for each eligible full-time employee for the aforementioned Group Health Benefit Plan and Cafeteria Plan shall be one thousand one-hundred twenty-one dollars and four cents (\$1,121.04) per month per employee minus any costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, and minus any costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22751, et seq.

Such costs include, but are not limited to, surcharges and/or administrative fees. The actual maximum monthly contribution per active employee, once these charges have been deducted, is estimated to be one thousand forty dollars and twenty-four cents (\$1,040.24) for 2007.

In the event that the Kaiser Family premium increases above the \$1,121.04 during the term of this MOU, the City will increase its contribution in an amount equal to such increase.

- 19.1.6 For employees covered by this MOU, this amount shall be prorated. (For permanent part-time employees working (20) or more hours per week covered by this MOU this amount shall be prorated.)
- 19.1.7 In the event the above listed amount plus the city payment towards health benefit plan premiums, specified in 19.1.2, 19.1.4, 19.1.5 and 19.1.6 above, are insufficient to pay 100% of the premiums required of employees enrolled in any one of the Group health benefit plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.
- 19.1.8 The health benefit plans offered shall be those of the California Public Employee's Retirement System (PERS) provided however, upon the request of the City, the parties will re-open this Article 19.1.8 to meet and confer on modifying 19.1.8 to provide a different group health plan. It is understood that any change from the group health plans offered by the California Public Employee's Retirement System (PERS) will only be made by mutual agreement between the City of Redwood City and the International Association of Fire Fighters Local 2400.
- 19.1.9 For employees who have twenty (20) years of service and retire under the City's retirement plan, the retirement stipend paid by the City shall be equal to the premium paid for a current employee, for the same plan based on the Bay Area/Sacramento Regional pricing schedule. Retirees that reside in other higher priced regions will be required to pay the additional premium amount that is in excess of the Bay Area/Sacramento rates.
- 19.1.10 All costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22751, et seq., and all costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, shall be paid from the aforementioned monthly dollar caps identified in Sections 19.1.2, 19.1.4, 19.1.5, and 19.1.6. Such costs include, but are not limited to, premiums, surcharges, and/or administrative fees.
- 19.1.11 In the event there are any costs not charged to the City due to delays by the Group Health Plan Administrator and/or other administrative agencies in calculating or reporting these costs, said costs shall be carried over and charged as administrative costs to the following plan year and deducted from the aforementioned monthly dollar caps accordingly.
- 19.1.12 An employee who is receiving a disability retirement due to a work related illness or injury, shall receive paid medical benefits provided that the employee is not eligible for similar benefits through a spouse's health plan.

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

- 19.1.13 Employees who elect no health plan coverage and provide evidence of other coverage during annual open enrollment, as a health savings/cash option, the City and the employee shall share equally the amount designated in Sections 19.1.4, 19.1.5, and 19.1.6 above as the City's total maximum combined monthly contribution.

19.2 Dental Insurance

Effective 1st of the month directly following ratification and Council approval of an agreement, the City shall continue to provide to eligible employees and dependents fully paid dental insurance through the Delta Dental program, through the term of this agreement to include coverages as follows: \$2,000 annual cap for basic coverage and \$1,500 lifetime cap for orthodonture.

19.3 Savings Clause

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

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

or taxes required of the City under the federal or state act, shall exceed the amounts paid at the time such legislation becomes effective.

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

19.4 Life Insurance

Effective within sixty (60) days of ratification and council approval of an agreement, the City shall offer to eligible employees additional life insurance equal to one and one-half (1½) times the employee's annual salary, at a 60/40 premium contribution split between the City and the employee respectively.

19.5 Vision Care

Effective the 1st of the month directly following ratification and Council approval of agreement, the City shall contract with Vision Service Plan (VSP) or a comparable vision care provider to provide Vision Care Plan B benefits for I.A.F.F. employees and their dependents. The Vision Service Plan B provides for an exam every 12 months, lenses every 12 months if needed, and frames every 2 years if needed. There is to be no deductible for employees, but a \$20.00 per person deductible will apply to dependents each time benefits are available and will be paid by the employee.

19.6 Long Term Disability Insurance

Effective with the first full pay period directly following the ratification and Council approval of an agreement, the City will reimburse sixteen dollars (\$16.00) per month per employee towards the cost of Long Term Disability.

In the event the cost of the current Long Term Disability plan increases during the term of this Memorandum of Understanding, the City will reimburse the actual premium cost up to a maximum of twenty-five (\$25.00) per month per employee.

SECTION 20 - SAFETY

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

Each employee covered by this MOU agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of, or

who is a witness to, an accident shall, if requested, give full and truthful testimony as to same.

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

SECTION 21 – GRIEVANCE PROCEDURE

21.1 "Grievance" Defined

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

21.2 Grievance Level I - Initial Discussions

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

21.3 Grievance Level II - Referral to Human Resources Director

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

If the grievance is filed directly at Level II and was not heard at Level I (above), this Level II written grievance notice must be received by the Human Resources Director and the Department Head within ten (10) days after the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance.

If the grievance was first heard at Level I, and the grievant wishes to pursue the matter, the Level II Grievance must be received by the Human Resources

Director within ten (10) days of the decision by the management official (or designee) at Level I.

The Human Resources Director shall thereupon investigate the issues involved, and meet with the complainant or representative and attempt to reach a satisfactory resolution of the problem. The Human Resources Director shall communicate his/her decision to the Grievant in writing within fourteen (14) days after receiving the grievance. No grievance may be processed under Subsection 21.4 below which has not first been filed and investigated in pursuance of this Subsection 21.3.

21.4 Grievance Level III - Arbitration

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

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

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

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction, unless such dispute falls within the definition of a grievance as hereinabove set forth in Section 21.1.

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

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

21.5 Disciplinary Actions

No grievance involving the discharge or suspension of an employee will be entertained unless it is filed in writing with the Human Resources Director

within ten (10) work days from the date of the discharge. "Work" days shall be defined by Section 14.2.

The Human Resources Director, with the concurrence of the City Manager and in pursuance of the procedures outlined in Subsection 21.3 hereof, may resolve a grievance which involves discipline.

21.6 Pay Claims

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

21.7 Right of Regular Employee

A regular employee who is discharged shall have the right to appeal such action pursuant to the grievance procedure provided in Section 21.

21.8 Time

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

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

SECTION 22 – OUTSIDE EMPLOYMENT

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

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

SECTION 23 – RESIDENCE REQUIREMENT

There shall be no residence requirement.

SECTION 24 – GENERAL PROVISIONS

24.1 Damaged or Lost Property

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

24.2 Release of Information

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

24.3 Grooming

Employees shall present a neat appearance at all times. Hair shall not extend below the bottom of the collar. Hair shall be styled so that it is not below the bottom of the ear or down the side of the face. Mustaches are not to interfere with the seal of a face mask.

24.4 Employee Personal Locker

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

24.5 Smoking or Chewing of Tobacco Products

Employees shall be prohibited from smoking cigarettes, cigars, pipes, or chewing tobacco within any Redwood City Fire Station.

24.6 Garnishments

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

24.7 Shift Trades

The City agrees that employees who are assigned to the Fire Unit may, with the written approval of their supervisor, trade duty periods or portions thereof with

qualified employees in the same classification. The authorizing official shall determine the qualifications of the employee involved in the trade. The Union agrees that all trades between employees shall be repaid within twelve (12) months and shall not involve any additional compensation to the employees involved.

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

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

24.8 Routine Work Assignments

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

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

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

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

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

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

SECTION 25 – APPARATUS STAFFING

The City shall assign three (3) Fire Fighting personnel to operate each engine company, four (4) Fire Fighting personnel to operate each ladder truck, two (2) Fire Fighting

personnel to operate each reserve truck, and one (1) Fire Fighting personnel to operate each rescue truck dispatched for emergency service.

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

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

SECTION 26 – PHYSICAL FITNESS PROGRAM

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

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

SECTION 27 – DRUG-FREE FIRE PROTECTION SERVICES

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

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

Supervisors may require that an employee submit to drug test when such supervisor has reasonable suspicion that an employee is under the influence of drugs at a time when the employee is to perform job duties and responsibilities. "Reasonable suspicion" means a belief based on facts and circumstances sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs.

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

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

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

SECTION 28 – SEPARABILITY OF PROVISIONS

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

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

SECTION 29 – TERM OF AGREEMENT

The Memorandum of Understanding entered into on the ____ day of _____, 2006, and the amendments to the rules and regulations and salary ordinance provisions enacted pursuant thereto; and, as reflected in this Memorandum of Understanding, shall remain in effect for those employees employed in those classifications which comprise the Fire bargaining unit for the period of January 1, 2006, to and including December 31, 2009.

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

CITY OF REDWOOD CITY

By _____
Ed Everett, City Manager

By _____
Adrian Anderson, IAFF

By _____
Greg DaCunha, IAFF

By _____
John Cronin, IAFF

By _____
Kim Davison, IAFF

By _____
Richard Kehr, IAFF

SIDELETTER OF AGREEMENT

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

Dear Adrian:

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

During the term of the agreement, with the first meeting being held by November 1, 2006, the parties will meet and confer regarding the establishment of a retiree medical trust fund. Any implementation of such trust fund will be effective by the end of calendar year 2007.

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

APPROVED AND ACCEPTED:

Very truly yours,

SAN MATEO COUNTY
FIRE FIGHTERS LOCAL 2400, IAFF

CITY OF REDWOOD CITY

By _____
Adrian Anderson, IAFF

By _____
Ed Everett, City Manager

Dated _____

Dated _____

