MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDWOOD CITY

AND

THE CHIEF OFFICERS’ ASSOCIATION

OCTOBER 1, 2018 - SEPTEMBER 30, 2021
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ARTICLE 1

RECOGNITION

1.1 Association Recognition

Pursuant to the Employer-Employee Resolution of the City initially adopted August 7, 1982, and periodically revised subject to the provisions of Government Code section 3507, the Chief Officers' Association ("COA" or "the Association") has been recognized as the Majority Representative, for the regular full-time and regular part-time employees assigned to the following classes:

- Fire Marshal
- Battalion Chief
- Deputy Fire Chief

This unit of employees shall for the purpose of identification be titled the Chief Officers' Association (COA) Unit.

1.2 Employer Recognition

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

ARTICLE 2

2.1 No Discrimination

It is the policy of the City of Redwood City to provide equal employment opportunity to all employees and applicants for employment. All employment practices, such as recruitment, selection, promotions, and other terms and conditions of employment are administered in a manner designed to ensure that employees and applicants for employment or services are not subjected to discrimination on the basis of age (over 40), race, color, sex, national origin, ancestry, medical condition, physical or mental disability genetic information, gender, gender identity, gender expression, sexual orientation, marital status, religious creed, political preference, military or veteran status, union affiliations, or any other basis protected by applicable federal, state and/or local laws. Complaints of discrimination based on a legally-protected classification shall not be subject to the grievance procedure in this Memorandum of Understanding (MOU). See the City's Policy Against Harassment, Discrimination, and Retaliation for the City's internal Complaint Procedure.

2.2 Americans With Disabilities Act (ADA)

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this MOU may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Subject to the employee's written
consent, the Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice in the grievance/arbitration procedure.

Prior to disregarding any provision of this MOU in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision and will allow the Association the opportunity to discuss options to disregarding the MOU.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 Use of City Facilities

The Association may, with the prior approval of the Personnel Officer, 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 meetings, is strictly prohibited.

3.2 Advance Notice

The Association shall be notified of any creation of or change to, an ordinance, rule, resolution or regulation within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City or by any department, and the Association shall be given the opportunity to meet and confer or consult on the impact of such ordinance, rule, resolution, or regulation prior to its adoption by the City Council, board or commission of the City, or any department. In cases of emergency when the City administration determines that an ordinance, rule, regulation, or resolution reflecting a change within the scope of representation must be adopted immediately, without prior notice or meeting with the Association, the City shall provide the Association such notice and the opportunity to meet and confer or consult on the impact of such ordinance, rule, resolution, or regulation at the earliest practical time following the adoption of such ordinance, rule, resolution, or regulation.

3.3 Availability of Data

The City shall make available to the Association 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 the Employer-Employee Relations Resolution adopted by the City Council on August 7, 1972, and Government Code Sections 5250 et seq. Such information shall be made available during regular working hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, if any, where applicable.

3.4 Dues Deductions

The Association may have the regular dues of its members deducted from the employees' paychecks. It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues to the Association. The Association shall annually certify to the City the amount of such payroll deductions to be deducted. If a deduction amount changes mid-year, the Association shall certify to the City the new amount prior to the City's implementation of the change.
Payroll deductions shall be for an amount specified by the Association and uniform as between employee 
members of the Association, and shall not include fines or fees.

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the 
Association as the person authorized to receive such funds, at the address specified.

The employee’s earnings must be sufficient, after all other required deductions are made, to cover the amount 
of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no 
deductions will be made to cover that pay period. In the case of an employee who is in a non-pay status 
during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall 
be made. In this connection, all required deductions have priority over the Association deduction.

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

3.5 New Employee Orientation

The City shall provide the Association with ten (10) calendar days’ advance notice of the start date of any new 
hire to a represented classification. An exception to the ten (10) calendar days’ advance notice requirement 
may be made is if there is an urgent need for meeting in less than ten (10) calendar days’ that is critical to the 
City’s operations and is not reasonably foreseeable.

The City shall provide the Association with an exclusive thirty (30) minute meeting with any new employee or 
group of employees covered by this MOU, during the City-scheduled employee orientation. The specific 
date, time, and location of the one (1) hour Association meeting with new employees will be coordinated by 
the Fire Chief and the President of the Association.

The City and Association acknowledge that this Agreement, once implemented by both Parties, fully complies 
with and exhausts the Parties’ obligation to negotiate pursuant to Government Code Section 3557.

3.6 No Strike

The Association, 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 Association 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 or to effect 
a change of personnel or operations of management or of employees not covered by this MOU.

ARTICLE 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 of 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.

ARTICLE 5

OFFICIAL REPRESENTATIVES

A maximum of two (2) Association representative unit members shall be allowed concurrent time off without loss of compensation to represent the Association in the meet and confer process. The Association shall submit the names of these unit representatives to the Personnel Officer at least two (2) working days prior to scheduled meet and confer sessions, and the representatives shall advise their supervisors in advance prior to leaving their work assignments to attend such meetings.

ARTICLE 6

LAYOFF AND RE-EMPLOYMENT

6.1 Layoff

Whenever in the judgment of the City Council it becomes necessary in the interest of economy or because the position involved no longer exists, the City Council may abolish any position or employment in the competitive service, and the employee holding such position or employment may be laid off without the filing of written charges. Any appointing power may likewise lay off a regular employee whenever lack of work or lack of funds requires a reduction in the number of employees.

6.2 Notification of Layoff

The City shall notify the Association no less than fifteen (15) working days prior to any employee being laid off. Upon written request of the Association to the Personnel Officer, the City will meet to discuss the conditions causing the layoff and the impact upon classifications in the bargaining unit. Such discussions shall be without recourse to the grievance procedure.

6.3 Order of Layoff

In the event of a reduction in force, bargaining unit members with the shortest length of service in the classifications affected shall be laid off first. If two employees have equal length of service in a classification, the order of seniority shall be determined by standing on the eligibility list. If two employees have equal length of service in a classification and the same standing on the eligibility list, the order of seniority shall be determined by employment test score.

6.4 Bumping Rights

Any unit member laid off under the terms of this article may, if he or she so elects, be reassigned to a position in a lateral or lower related classification within the same department which is held by an employee having less service with the City. Such reassignment shall occur only in the event the employee is capable by virtue of prior training and experience to perform the work required.
6.5 Re-employment

For those employees who do not exercise the election referred to in Section 6.4 above (Bumping Rights), and for all other laid off employees, the name of each employee who is laid off shall be placed at the head of the eligible list for the class of positions which he or she held, and such person shall be given preference in filling vacancies in that class for a period of two (2) years following layoff.

ARTICLE 7
PERSONNEL FILES AND PERFORMANCE EVALUATIONS

7.1 Personnel Files

An employee or his or her Association representative upon 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 ratings and letters of reprimand or warning prior to placing them into the employees’ personnel file, and copies of letters of reprimand or warning shall be sent to the Personnel Officer. At the employee’s request, copies of performance evaluation ratings and letters of reprimand or warning shall be sent to the Association. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file without prejudice to subsequent arguments concerning the contents of such documents. At the request of the employee, letters of reprimand shall be removed within two (2) years from an employee’s personnel file provided that no further infraction of any City rule or regulation has been documented in the employee’s personnel file within such period of time.

7.2 Frequency of Evaluation

All regular unit members holding regular status shall be evaluated annually. Probationary unit members shall be evaluated at the end of the sixth (6th) month, and within ten (10) days of the end of the probationary period. Upon certification to regular status, unit members shall be evaluated annually from the date of the six (6) month probationary period evaluation.

7.3 Annual Evaluation

Employees shall receive an overall annual performance rating of "satisfactory", "exceeds standards," "outstanding" or "unsatisfactory." Once the employee’s performance evaluation has been completed, it shall be presented to the employee for review and signature. An employee who receives an "unsatisfactory" evaluation will be ineligible to receive a merit salary increase under 14.3.1 until the employee receives an overall annual performance rating of "satisfactory" or higher.

ARTICLE 8
PROBATIONARY PERIOD

8.1 Objective

The probationary period is an integral part of the examination process and is utilized for closely observing the employee’s work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet required work standards.
8.2 Duration

All original and promotional appointments made of employees, who are members of the COA bargaining unit, shall be subject to a probationary period of one (1) year.

8.3 Extension of Probationary Period

A probationary period shall be lengthened by an amount of time corresponding to an employee’s approved leave(s) of absence in excess of thirty (30) consecutive calendar days during the probationary period.

8.4 Regular Appointment

At the end of the probationary period, if the Fire Chief desires to make a regular appointment of the probationary employee, he or she shall file with the Personnel Officer a written statement to the effect that the employee’s services are satisfactory. If the employee’s services are not satisfactory, the Fire Chief shall file a written statement rejecting the probationer.

8.5 Rejection of Probationer

During the probationary period an employee may be rejected by the Fire Chief and terminated by the appointing authority without the right of review of any kind. Any employee rejected during the probationary period following promotion shall be reinstated to the position from which he or she was promoted, unless disciplinary charges are filed and he or she is duly discharged.

ARTICLE 9

PROMOTION

9.1 Examination

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

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

9.2 Eligibility List

After each examination has been scored and rated, the names of successful candidates shall be recorded on an eligibility list in the order of their standing on the examination. Eligibility lists shall continue in effect for one (1) year after establishment. They may be extended for a period not to exceed one (1) year or abolished before the expiration of the yearly period by the Personnel Officer upon recommendation of the Fire Chief. The name of any employee on an eligibility list may be removed by the Personnel Officer: if the eligible employee requests in writing that his or her name be removed; if he or she fails to respond to a written offer of employment within five (5) business days after the mailing of notice; if a subsequent report of a character investigation is unsatisfactory; or if he or she has been rejected for appointment three (3) times, by the Fire Chief.
Each employee on an eligibility list shall have the right to waive two (2) successive offers of employment without affecting his or her standing on the eligibility list. However, after the third (3rd) offer of employment has been waived, the employee's name shall be removed from the eligibility list.

9.3 Promotional Appointment

Promotional Appointments shall be made from the eligibility list of candidates who are ready and willing to accept the position offered.

9.4 Probationary Period for Promotional Appointments

The probationary period for promotional appointments shall be one (1) year. A probationary period for a promotional appointment shall be lengthened by an amount of time correspondence to an employee's approved leave(s) of absence in excess of thirty (30) consecutive calendar days during the probationary period.

ARTICLE 10

RECLASSIFICATION

10.1 Definition

"Reclassification" is defined as assignment to a more appropriate class, whether newly or previously titled, due to gradual accretion of, or substantial change in an employee's duties, responsibilities, authority or character of work.

10.2 The City reserves the right to determine and change job classifications and descriptions.

10.3 The parties agree that the City retains its right to create new positions, and that this article shall not apply to newly created positions.

ARTICLE 11

DISCIPLINE

11.1 The City may discharge, suspend, demote, reduce the pay of, and/or issue a letter of reprimand to any employee who has completed the probationary period, for cause, including but not limited to the following causes, any violation of the City's Personnel Rules and Regulations or Administrative Policies, or any other cause deemed proper by the City Manager:

11.1.1 Dishonesty;
11.1.2 Insubordination;
11.1.3 Intoxication or being under the influence of a controlled substance while on duty;
11.1.4 Incompetence or inefficiency;
11.1.5 Willful negligence or willful damage to public property or waste of public supplies or equipment;
11.1.6 Failure to perform work as required or failure to comply with or violation of the City's reasonable rules regarding safety, conduct and operations;
11.1.7 Unauthorized absence;
11.1.8 The commitment or conviction of any criminal act;
11.1.9 Conduct unbecoming a management employee in the public service;
11.1.10 Disorderly or immoral conduct;
11.1.11 Incapacity due to mental or physical disability;
11.1.12 Neglect of duty.

11.2 Pre-Disciplinary Procedures

11.2.1 Response To Adverse Comments: An employee will have thirty (30) days within which to file a written response to any adverse comment entered into his or her personnel file, which does not constitute a punitive action as described above. The written response will be attached to the adverse comment.

11.2.2 Appeal Procedure For Punitive Action Other Than Suspension, Reduction In Pay, Demotion Or Termination: The following informal procedure will apply to employees (as defined by Government Code Section 3251) as to written reprimands, disciplinary transfers, or non-voluntary, non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of premium pay assignment). At no time will an employee be required to waive his/her legally provided appeal rights.

A. Appeal to the Fire Chief or His/Her Designee

1. A covered employee who receives notice of a punitive action covered by this section will be entitled to appeal the action to the Fire Chief prior to the effective date of the punitive action. The appeal is an opportunity for the employee to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

   a. Notice of Appeal: Within fifteen (15) calendar days of receipt by an employee of notification of a punitive action, the employee will notify the Chief in writing that he/she intends to appeal the punitive action. The notice of appeal will specify the action being appealed and the substantive and procedural grounds for the appeal.

      Nothing in this section will limit the right of the Department to institute disciplinary action, notwithstanding that an appeal may be pending.

   b. Presiding Officer: In an informal procedure, the Chief or his/her designee will act as the presiding officer. The Chief or his/her designee shall conduct the informal procedure in accordance with these processes. The determination of the Chief shall be final and binding. If the Chief cannot serve as the presiding officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or his/her designee will serve as the presiding officer and, in that case, the City Manager or his/her designee’s determination shall be final and binding.

      The Chief will have five (5) calendar days from receipt of the request to schedule the informal procedure. The informal procedure will take place within thirty (30) calendar days of the date the employee was notified about the punitive action.
2. **Burden of Proof:** The City will bear the burden of proof at the informal procedure:

   a. If the action being appealed does not involve allegations of misconduct (i.e., allegations that the employee has violated one or more federal, state, or local laws, and/or City or Department regulations, procedures, or rules) the limited purpose of the procedure will be to provide the employee the opportunity to establish a record of the circumstances surrounding the action. The Department's burden will be satisfied if the Department establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.

   b. If the punitive action involves charges of misconduct, (i.e., allegations that the employee has violated one or more laws, regulations, procedures, or rules), the Department will have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

3. **Conduct of Informal Procedure:**

   a. The formal rules of evidence do not apply, although the Chief will have discretion to exclude evidence which is incompetent, not relevant or cumulative, or the presentation of which will otherwise consume undue time.

   b. The parties may present arguments through documents and statements.

   c. If the punitive action being appealed is a written reprimand or does not involve a loss of compensation, the parties will not be entitled to confront and cross-examine witnesses.

   d. Following the presentation of written material and statements, the involved parties may submit closing arguments orally or in writing for consideration by the presiding officer.

   e. Representation: The employee may be represented by an Association representative or attorney of his or her choice.

4. **Decision:**

   a. After the informal procedure, a decision will be submitted in writing within five (5) calendar days.

   b. If, after the informal procedure, a decision is rendered which imposes the punitive action, the action will not be effective sooner than forty-eight (48) hours of issuance of the final notice of discipline.

   c. The decision will be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, will be accompanied by an affidavit or certificate of mailing, and will advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.
11.2.3 Pre-Disciplinary Procedure For Suspension, Demotion, Reduction In Pay, Or Discharge: This pre-disciplinary procedure applies to for-cause employees who are subjected to disciplinary suspension, demotion, reduction in pay, or discharge.

The following categories of persons can be terminated at-will and have no rights to any of the pre or post-disciplinary processes or procedures in this Policy: (1) part-time employees, (2) temporary, provisional or seasonal employees, (3) probationary employees, (4) any person who serves pursuant to a contract, and (5) any person who is designated “at-will” in any City policy, document, acknowledgement, resolution or ordinance. Only for-cause employees have the right to the Skelly Conference and appeal processes outlined in this Section.

11.2.3.1 Notice of Intent to Discipline: The employee will be provided a written notice of intent to discipline which contains the following:

A. The level of discipline intended to be imposed;
B. The specific charges upon which the intended discipline is based;
C. A summary of the facts upon which the charges are based;
D. A copy of all written materials, reports, or documents upon which the intended discipline is based;
E. Notice of the employee’s right to respond to the Fire Chief regarding the charges within fifteen (15) calendar days from the date of the Notice, either by requesting an informal conference (the “Skelly Conference”), or by providing a written response, or both;
F. Notice of the employee’s right to have a representative of his or her choice at the Skelly Conference, should he or she choose to respond orally; and
G. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

11.2.3.2 Employee's Response and the Skelly Conference:

A. If the employee requests a Skelly Conference to respond orally to the charge(s), the conference will be scheduled within a reasonable time after the date of the Notice. The Skelly Conference will be an informal meeting with the Fire Chief, at which the employee has an opportunity to rebut the charges against him or her and present any mitigating circumstances. The Fire Chief will consider the employee's presentation before any final disciplinary action.

B. The employee’s failure to make an oral response at the arranged conference time, or the employee’s failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee’s right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

11.2.3.3 Final Notice of Discipline: After receipt of the employee’s timely written response or after the Skelly Conference, the Fire Chief will; a) dismiss the notice of intent and take no disciplinary action against the employee, b) modify the intended disciplinary action, or c) impose the intended disciplinary action. In any event, the Fire Chief shall prepare and provide the employee with a notice that contains the following:

A. The level of discipline, if any, to be imposed and the effective date of the discipline.
B. The specific charges upon which the discipline is based;
C. A summary of the facts upon which the charges are based;
D. A copy of all written materials, reports, or documents upon which the discipline is based; and
E. A statement of the nature of the employee's right to appeal.

11.3 Procedure For Disciplinary Appeals

This appeal procedure applies to disciplinary actions involving suspension, demotion, reduction in pay, or discharge for employees covered by the Firefighters' Procedural Bill of Rights (FBOR) (as defined by Government Code Section 3251).

A. Right to Appeal:

Employees covered by the FBOR requesting to appeal disciplinary actions will have the following administrative appeal rights, which the City and Association stipulate to as being in accordance with Chapter 5, Section 11500 of the California Government Code and otherwise satisfying the administrative appeal right established under Section 3250 of the California Government Code et seq.:

1. Alternative Dispute Resolution:
   a. Following issuance of the notice of disciplinary action the employee subject to discipline, the Association and the City, by mutual agreement, may request mediation to attempt to resolve any disputes over the proposed discipline.
   b. The parties may mutually agree to pursue mediation any time following issuance of the notice of proposed discipline and up to the time the discipline is scheduled to go to appeal.
   c. In the event the discipline is not resolved through mediation neither evidence nor concessions agreed to or offered during the mediation proceedings will be admissible at any subsequent administrative or judicial proceeding concerning the discipline. However, evidence otherwise admissible outside of the mediation is not inadmissible or protected from disclosure solely by reason of its introduction or use in such proceedings.

2. Appeal Procedure:
   a. A formal appeal procedure will be available for for-cause employees for a disciplinary action involving discharge, demotion, reduction in pay, or suspension. The conduct of the appeal hearing will be as follows:
      1) The formal appeal will be presided over by an administrative law judge on staff of the State Office of Administrative Hearings, hereafter referred to as the “ALJ”. The ALJ will preside at the appeal hearing, rule on the admission and exclusion of evidence and determine and rule on all matters of law both procedural and substantive. In conducting the appeal hearing the ALJ will follow the provisions set forth in Section 11513 of the California Government Code.
      2) The appeal proceedings will be reported by a stenographic reporter. However, upon the consent of all the parties, the proceedings may be reported electronically. Within thirty (30) days after the case is submitted to him or her, the ALJ will prepare a proposed written decision to be submitted to the City Manager. Within sixty (60) days of receipt by the City
Manager of the ALJ's proposed decision, the City Manager may take any of the following actions:

a) Adopt the proposed decision in its entirety.

b) Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.

c) Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Manager under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.

d) Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, he or she will prepare a revised proposed decision based on the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision will be furnished decision will be served to each party and his or her attorney.

e) Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties the City Manager may decide the case upon the record without including the transcript.

3) The City Manager's decision will be reduced to writing and will be final and binding on the parties. The City Manager's written decision will be served on the parties in accordance with Code of Civil Procedure Section 1094.6 and the decision will be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5.

11.4 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 set forth in Article 19, except that regular employees of the City who are serving a probationary period for a promotional appointment shall be subject to dismissal only pursuant to the provisions of Sections 8.5 (Rejection of Probationer), 11.1 (Discipline), 11.2 (Pre-Disciplinary Procedures), and 11.3 (Procedure For Disciplinary Appeals)

**ARTICLE 12**

**RESIGNATION AND REINSTATEMENT**

12.1 Resignation

An employee wishing to resign from City service in good standing shall file with the Fire Chief at least two (2) weeks' notice of an intention to leave the City's service unless the Fire Chief consents to the employee leaving sooner. The written resignation shall state the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Officer.
12.2 Reinstatement

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

For the purposes of this section, "in good standing" shall be defined as an overall performance rating of "satisfactory" or higher in the most recent evaluation preceding the employee's separation, no history of discipline at the level of suspension or higher, no pending notice of discipline, and no pending investigation for which the employee is the subject and misconduct is accused.

12.2.2 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.

12.2.3 Reinstated employees who have completed the designated probationary period shall have all years of service with the City of Redwood City credited toward accrual rates and benefit vesting privileges, subject to the restrictions of the Public Employees' Pension Reform Act.

ARTICLE 13

RETIREMENT

13.1 Retirement Plan

Tier 1: For COA unit members hired prior to October 24, 2011, retirement benefits shall be those established by the California Public Employees' Retirement System (CalPERS) for Local Safety Members three percent (3%) at fifty (50) formula. Retirement benefits for Tier 1 COA members will be calculated based on one (1) year highest compensation CalPERS benefit, as authorized by Section 20042 of the Government Code.

Tier 2: For COA unit members hired on or after October 24, 2011 and who do not meet the definition of "new member" as set forth in Government Code Section 7522.04(f), retirement benefits shall be those established by the California Public Employees' Retirement System (CalPERS) for Local Safety Members, three percent (3%) at age fifty-five (55) formula. Retirement benefits for Tier 2 COA members will be calculated based on the average of three (3) years of compensation as authorized by Section 20037 of the Government Code.

Tier 3: For COA unit members hired on or after January 1, 2013 and who fit the definition of "new member" as set forth in Government Code Section 7522.02(f) the City will provide the CalPERS two and seven-tenths percent (2.7%) at age fifty-seven (57) formula retirement plan in accordance with Government Code Section 7522.25, based on the average of three (3) years of employment in accordance with Government code Section 7522.32.

13.2 Employer and Employee Contribution to the 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, minus the employee cost share reflected herein.
Employees enrolled in Tier 1 (3% @ 50) and Tier 2 (3% @ 55) are required to contribute nine percent (9%) of pensionable compensation as the employee member contribution, plus an additional three percent (3%) of pensionable compensation toward the City’s pension contribution in accordance with California Government Code Section 20516(a) and plus an additional six percent (6%) of pensionable compensation toward the City’s pension contribution in accordance with California Government Code Section 20516(f), for a total of eighteen percent (18%) of pensionable compensation.

Employees in Tier 3 (2.7% @ 57) are required to contribute fifty percent (50%) of the normal contribution for pension as determined by CalPERS in accordance with California Government Code Section 7522.30, plus an additional six percent (6%) of pensionable compensation toward the City’s pension contribution in accordance with California Government Code Section 20516(f).

New members shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing reportable compensation.

A summary of employee pension contributions is listed in Appendix A.

13.3 On August 28, 2017, the City adopted a resolution addressing Section 414(h)(2) of the Internal Revenue Code, as permitted by law.

13.4 All Provisions Subject to Requirements of Law

The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

ARTICLE 14

PAY

14.1 Pay Period

COA unit employees shall be paid bi-weekly on Fridays.

There is a mandatory direct deposit program for all COA unit members.

14.2 Salary Increases

14.2.1 Effective the first full pay period in October 2018, contingent on bargaining unit ratification of this agreement by October 1, 2018, employees represented by the Association shall receive a three percent (3%) cost of living adjustment.

Effective the first full pay period in October 2019, employees represented by the Association shall receive a three percent (3%) cost of living adjustment.

Effective the first full pay period in October 2020, employees represented by the Association shall receive a two and one half percent (2.5%) cost of living adjustment.
In addition, effective the first full pay period in October 2020, if the City’s Sales Tax revenue for fiscal year 2019-20 meets or exceeds $24.5 million (currently projected by the City to be $24.6 million), employees represented by the Association shall receive an additional one percent (1.00%) salary increase, for a total October 2020 salary increase of three and one half percent (3.5%).

14.2.2 External labor market comparison, paid for by the Association, shall be conducted for all classifications in the Association. There will be no adjustments based on labor market studies for the term of this agreement.

Labor market salary figures shall be established by comparing the following factors: Base top step salary and/or control point used in other agencies and employee PERS contribution paid by the employer. The City’s comparable labor market shall include the following agencies:

- City of Alameda
- City of Hayward
- City of Palo Alto
- City of San Mateo
- City of Sunnyvale
- City of Berkeley
- City of Mountain View
- City of San Leandro
- City of South San Francisco

Effective October 31, 2019, the City will conduct a survey for the Fire Marshal classification. If the classification is more than five percent (5%) below market mean or median, City will bring salary to the market mean/median, not to exceed a five percent (5%) increase.

14.2.3 The following classifications shall be internally aligned and shall maintain their minimum top step differentials to subordinate and/or benchmark classifications as indicated throughout the term of the agreement.

- Battalion Chief – The top base monthly salary step for Battalion Chief shall be set at twenty percent (20%) above the top base monthly salary step for Fire Captain, plus the following incentives so long as they remain in effect for Fire Captains:
  - Education Incentive or Longevity Pay (seven and one-half percent (7.5%))
  - Paramedic Assistance Pay (two and one half percent (2.5%))
- Battalion Chief (40-hour rate) – The top base monthly salary step for forty (40) hour Battalion Chiefs shall be set at eight and one-half percent (8.5%) above the top base monthly salary step for fifty-six (56) hour Battalion Chiefs.
- Fire Marshal – The top base monthly salary step for Fire Marshal shall be equivalent to the top monthly salary step for Battalion Chief (40 hour rate).
- Deputy Fire Chief – The top base monthly salary step for Deputy Fire Chief shall be set at ten percent (10%) above the top base monthly salary step for Battalion Chief (40 hour).

In the event of a compaction adjustment, the increase will apply to the salary range only. Individual adjustments within the range will be at the discretion of the Fire Chief pursuant to Section 14.3.

14.2.4 Initial appointments shall normally be made at the lowest base rate of pay in the salary schedule of the applicable job classification. Upon approval of the City Manager, such appointments may be made above the bottom of the range when justified upon consideration of the difficulty of locating qualified personnel, an appointee’s experience, education, knowledge of particular duties required, and such other criteria as may be reasonably related to such preferential consideration.
on the basis of merit. During the term of the agreement, the Association and the City agree to meet
and confer over take home pay at promotion.

14.3 Meritorious Achievement Adjustment

14.3.1 When an individual's performance is judged to exceed a satisfactory level, a merit increase may
be given in addition to the cost-of-living adjustment. Such an increase may be between four and
seven percent (4% and 7%). This increase is based on the City's evaluation of the degree to which
the employee met his or her annual objectives. In making this determination, the relative merit of
an individual employee among other COA unit employees shall be considered. The meritorious
achievement awards scale will be:

<table>
<thead>
<tr>
<th>Unsatisfactory</th>
<th>No increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Satisfactory</td>
<td>4-5%</td>
</tr>
<tr>
<td>Exceeds Standards</td>
<td>6%</td>
</tr>
<tr>
<td>Outstanding</td>
<td>7%</td>
</tr>
</tbody>
</table>

14.3.2 Recommendations for merit increases will be made by the Fire Chief and forwarded with detailed
justifications to the City Manager and Personnel Officer, who may make adjustments prior to
approval. Subject to Section 7.3 merit increases may only be granted upon completion of at least
six (6) months of probationary employment (which may be lengthened by an amount of time
corresponding to an employee's leave of absence in excess of thirty (30) consecutive calendar
days), and yearly thereafter.

14.4 Salary Increase on Promotion

Promotional appointments shall be made at the level in the new salary range which results in an increase of
at least five percent (5%), but in no event shall the promoted employee receive less than the salary of any
subordinate classification the employee is required to supervise directly. For a Battalion Chief who promotes
to Deputy Fire Chief, the five percent (5%) increase shall be applied to the 40-hour base rate of pay.
Promotional appointments which result in a salary increase of more than five percent (5%) may be made with
the approval of the City Manager. Promoted employees are eligible for a merit salary increase after six (6)
months of service in the promotional classification (which may be lengthened by an amount of time
corresponding to an employee's leave of absence in excess of thirty (30) consecutive calendar days), and on
a yearly basis thereafter.

14.5 Overtime

14.5.1 Forty (40) Hour Battalion Chiefs and the Fire Marshal: For Battalion Chiefs and the Fire Marshall
who are regularly assigned to work a forty (40) hour workweek, overtime is defined as:
A. Time worked in excess of forty (40) hours in paid status in one (1) work week, and
B. Only for employees regularly assigned to work a shift consisting of eight (8) consecutive hours
(exclusive of lunch period), work performed in excess of eight (8) consecutive hours in one
(1) workday (exclusive of lunch period).

For the purpose of this Section 14.5 (Overtime), the work week begins at 12:00 a.m. on Monday
and ends at 11:59 p.m. on Sunday.

14.5.2 Shift Battalion Chief: For Battalion Chiefs assigned to a shift schedule, overtime is defined as time
worked in excess of fifty-six (56) hours in paid status in one (1) work week.
14.5.3 The parties acknowledge that as FLSA exempt employees, unit members may be required to perform hours of work outside of their regular work schedule. In recognition of that additional work, unit members may be eligible to earn contractual overtime up to the limits stated below. All overtime must be authorized by the Fire Chief prior to working overtime and documented on time cards.

14.5.4 Battalion Chiefs assigned to a forty (40) hour schedule and the Fire Marshal shall be paid overtime on a straight time basis at the forty (40) hour rate of pay, or shall receive one (1) hour of administrative leave (compensatory time off) for each hour of overtime worked, up to a maximum of one hundred twenty (120) hours per calendar year. Effective January 1, 2019, Battalion Chiefs assigned to a forty (40) hour schedule and the Fire Marshal shall be paid overtime on a straight time basis at the forty (40) hour rate of pay, or shall receive one (1) hour of administrative leave (compensatory time off) for each hour of overtime worked, up to a maximum of one hundred sixty (160) hours per calendar year.

The Deputy Fire Chief shall be granted one-hundred forty (140) hours of administrative leave per calendar year. Effective January 1, 2019, the Deputy Fire Chief shall be granted one-hundred sixty (160) hours of administrative leave per calendar year.

Administrative leave not used by December 31 shall be paid off at the straight time rate.

14.5.5 Battalion Chiefs assigned to a shift schedule shall be paid overtime at a straight time basis or shall receive up to one hundred and sixty-eight (168) hours as administrative leave on a straight time basis at the fifty-six (56) hour rate. Effective January 1, 2019, Battalion Chiefs assigned to a shift schedule shall be paid overtime at a straight time basis or shall receive up to two hundred and twenty four (224) hours as administrative leave on a straight time basis at the fifty-six (56) hour rate.

Administrative leave not used by December 31 shall be paid off at the straight time rate.

14.5.6 Battalion Chiefs shall have the right of first refusal for all hire backs to fill a Battalion Chief’s shift when the regularly scheduled Battalion Chief is on a City authorized leave. Overtime hours earned under this hire back provision shall be paid as Command Pay. Command pay shall be paid at the top rate of the 56-hour Battalion Chief salary range times 1.25 per hour. Overtime hours earned under this hire back provision shall be paid in cash and not count toward the one hundred sixty-eight hours (168)/ two hundred and twenty four (224) hour yearly overtime limit specified in Sections 14.5.5.

14.6 External Reimbursements

When external Federal or State funds are made available to the City to specifically fund or reimburse COA unit overtime activities on a special project basis, such externally reimbursed overtime shall not be counted toward the yearly one hundred twenty (120)/ one hundred sixty (160), one hundred forty (140) / one hundred sixty (160), or one hundred sixty-eight (168)/two hundred twenty four (224) hour overtime limit specified in Sections 14.5.4, and 14.5.5. Additionally, when external Federal or State funds are made available to the City to specifically reimburse COA work activities, COA unit members shall be paid at the reimbursement rate or the rate prescribed by the MOU, whichever is greater.
14.7 Uniform Allowance

14.7.1 Effective July 1, 2014, at the discretion of the Fire Chief or his or her designee, the City will provide for all new bargaining unit members a set of uniform articles as listed in the Department’s Uniform Policy, including Battle Dress uniforms.

14.7.2 The City will provide for all employees in the bargaining unit with cleaning, altering, repairing and/or replacement of damaged uniforms as authorized by the Fire Chief or his or her designee. The cost of uniform issuance, repair and replacement will not exceed seven hundred fifty dollars ($750) per fiscal year per employee, unless authorized by the Fire Chief. Effective July 1, 2019, the cost of uniform issuance, repair and replacement will not exceed eight hundred dollars ($800) per fiscal year per employee, unless authorized by the Fire Chief.

14.7.3 Such furnished uniforms shall remain the property of and under the control of the City.

14.7.4 The Finance Department will calculate the total cost of cleaning, altering, repairing and/or replacement of damaged uniforms. This total cost will be divided by the number of employees in the bargaining unit. The resulting quotient will be periodically reported to CalPERS as reportable compensation for eligible employees in the bargaining unit in accordance with PERS rules and regulations, not to exceed one thousand fifty dollars ($1,050) per year (including up to $800 per year for uniform issuance, repair and replacement and up to $250 per year for cleaning). In accordance with Government Code Section 7522.34(c)(7), this provision shall not apply to new members as defined by the Public Employees Pension Reform Act (PEPRA).

14.8 Mileage Payment

14.8.1 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:

14.8.1.1 For travel to and from destination of less than three hundred (300) miles, actual costs to and from destination not to exceed a maximum the current prescribed IRS mileage reimbursement rate for miles traveled both within and outside the city by privately owned conveyance.

14.8.1.2 For travel to and from destination in excess of three hundred (300) miles, said maximum shall not exceed actual coach air fare.

Employees must submit requests in accordance with the requirements of the City’s Travel Policy, as periodically amended.

14.8.2 Any City employee who is required to keep available a privately-owned vehicle for use in traveling on City business during his or her working days as a condition of employment shall be allowed, as determined by the Fire Chief, an auto allowance amount not to exceed two hundred dollars ($200.00) per month.

Any employee who is receiving an auto allowance shall not be entitled to utilize the City Pool vehicles.

14.9 Cell Phone Allowance

Employees represented by the Association required to use their personal cell phone for City business will be eligible for a cell phone allowance of one hundred ($100) per month.
14.10 Other Expenses

Upon prior approval of the Fire Chief, the City will reimburse employees for expenses incurred in performance of their assigned job duties when such other expenses are other than, or in addition to, expenses based upon mileage transportation costs as provided in Section 14.8.

14.11 Compensation for Vehicular Damage

The existing City policy on Use of City Owned and Private Vehicles for City Business, as periodically amended, shall be followed.

14.12 Bilingual Premium

COA unit members who are routinely and consistently assigned job duties requiring bilingual skills as determined by the Fire Chief are eligible to receive a two and one-half percent (2.5%) pay differential for the use of bilingual skills in job duties arising during the normal course of work.

COA unit members with advanced bilingual skills who are routinely and consistently assigned job duties requiring advanced bilingual skills as determined by the Fire Chief 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 the purpose of the five percent (5%) pay differential shall be defined as the ability to translate and communicate beyond conversational speaking and/or basic writing. Employees who receive the five percent (5%) advanced bilingual differential are required, when called upon, to utilize their skills citywide.

Eligibility for the regular or advanced bilingual pay differential shall be determined by the Personnel Officer on the basis of an oral proficiency test and an oral and written proficiency test, respectively. Both tests will be developed and administered by a third party. To retain the two and one-half percent (2.5%) or five percent (5%) differential, employees will be required to pass the City’s proficiency test once every three (3) years.

14.13 Out of Class Pay

A COA unit member temporarily assigned by the Fire Chief to perform the majority of job duties in a higher paid classification shall receive a temporary upgrade to the lowest point of the range in the higher classification, or an increase of five percent (5%), whichever is greater. For a Battalion Chief temporarily assigned to the position of Deputy Fire Chief, the five percent (5%) increase shall be applied to the 40-hour base rate of pay. This temporary upgrade shall be effective on the 11th work day in the higher classification. In no event shall the employee so assigned receive more than the top of the range for the higher classification. In the event the temporary upgrade lasts longer than fifteen (15) work days, the temporary upgrade pay shall be retroactive to the first day of the assignment.

For the purpose of Government Code section 20480, an out-of-class appointment shall not exceed a total of nine hundred sixty (960) hours in a fiscal year.

14.14 Educational Expense Reimbursement

14.14.1 COA unit employees shall be eligible for reimbursement of costs of tuition, registration fees, books, calculators, and other related items and supplies that are incurred in connection with enrollment in and successful completion of an education development program or course of instruction related to the member’s position with the City or a higher position with the City, including professional
development workshops or seminars, post-secondary courses offered at an accredited college or university, or P.O.S.T. approved courses as provided in this section.

14.14.2 An employee shall be eligible to receive reimbursement not to exceed one thousand five hundred dollars ($1,500) per fiscal year, for reimbursement of tuition for courses taken as part of an accredited college or university degree program. Such courses must be approved in advance of enrollment by the Personnel Officer and the Fire Chief, and the employee successfully completes such course submitted for reimbursement with a grade of "C" or better or a passing grade in a pass/fail course, or with receipt of a certificate of completion or letter certifying the awarding of C.E.U. units. Up to fifty percent (50%) of the total allowance ($750) may be used for job-related professional development workshops or seminars, or educational courses not taken as part of a degree program.

14.14.3 The Personnel Officer 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 14.14.

14.15 Training

The Personnel Officer and Fire Chief are responsible for developing training programs in order to improve the efficiency and broaden the knowledge of employees in the performance of their duties. Successful completion of special training may be considered in making advancements and promotions. The Association may appoint a member to meet with the Personnel Officer and Fire Chief to plan, evaluate and recommend training programs.

14.16 Licenses and Certificates

Employees who are required by State or Federal agencies, or by job description, to be licensed or certificated shall be reimbursed for the fees for such license or certificate, including other DMV licenses above Class "C" required by the Department of Motor Vehicles.

14.17 Vacations

14.17.1 All COA unit members shall be entitled to the accrual of vacation leave, and use of accrued vacation leave, with Fire Chief approval, from the commencement of their employment with the City.

14.17.2 The time during the calendar year at which a COA unit member shall take vacation shall be determined by the Fire Chief with due regard to the wishes of the unit member and with particular regard to the needs of the service. Preference of vacation date shall be given to employees according to their length of service in as reasonable manner as possible.

14.17.3 Full-time employees assigned to a forty (40) hour per week work schedule shall be entitled to annual vacation leave as follows:

During the first four (4) years of City service, 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.

After completion of the fourth (4th) year of City service and thereafter through the end of the ninth (9th) year of City 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 of service.
After completion of the ninth (9th) year of City service and thereafter through the end of the fourteenth (14th) year of City service, employees shall accrue vacation at a rate (6.154 hours per pay period) that yields one hundred sixty (160) hours of vacation at the end of each year.

After completion of the fourteenth (14th) year of City service and thereafter through the end of the nineteenth (19th) year of City service, employees shall accrue vacation at a rate (6.923 hours per pay period) that yields one hundred eighty (180) hours of vacation at the end of each year.

After completion of the nineteenth (19th) year of City service and thereafter, employees shall accrue vacation at a rate (7.692 hours per pay period) that yields two hundred (200) hours of vacation at the end of each year.

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

During the first four (4) years of City 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 of service.

After completion of the fourth (4th) year of City service and thereafter through the end of the ninth (9th) year of City 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 of service.

After completion of the ninth (9th) year of City service and thereafter through the end of the fourteenth (14th) year of City service, employees shall accrue vacation at a rate (8.615 hours per pay period) that yields two hundred twenty-four (224) hours of vacation at the end of each year of service.

After completion of the fourteenth (14th) year of City service and thereafter through the end of the nineteenth (19th) year of City service, employees shall accrue vacation at a rate (9.692 hours per pay period) that yields two hundred fifty-two (252) hours of vacation at the end of each year of service.

After completion of the nineteenth (19th) year of City service and thereafter, employees shall accrue vacation at a rate (10.769 hours per pay period) that yields two hundred eighty (280) hours of vacation at the end of each year of service.

Battalion Chiefs temporarily assigned to a forty (40) hour schedule after working a fifty-six (56) hour schedule may retain the fifty-six (56) hour vacation leave bank and accrual rate, provided that vacation leave taken on the forty (40) hour work schedule will be charged to the employee’s vacation leave bank at a rate of one and four tenths (1.4) hours for every one (1) hour of vacation leave taken.

Vacation accrual rates for lateral hires will be set by the City Manager based on years of service with City and total public sector years or years in the industry.

**14.17.4** Vacation leave shall not be accumulated in excess of the amount of vacation hours an employee can accrue in a two (2) year period based on the employee’s current years of City service, computed through the pay period that includes the 31st of December, except upon written authorization of the Personnel Officer.
14.17.5 Upon termination of employment an employee shall be paid cash value of his or her accrued vacation leave at the time of the termination, in accordance with the above schedule.

14.18 Illness During Vacation

14.18.1 An employee who commences a scheduled vacation period and subsequently becomes ill before his or her vacation period has been completed shall be placed on sick leave under the following conditions:

14.18.1.1 The employee otherwise has the requisite amount of accrued, unused sick leave and otherwise qualifies for sick leave as provided by this Agreement; and,

14.18.1.2 The employee, if no longer ill, returns to duty immediately following the vacation period; and

14.18.1.3 The employee's illness is verified by a statement from an licensed medical practitioner for each such day of sick leave requested.

14.18.2 When the employee's vacation leave is converted to sick leave, the appropriate credit of vacation leave shall be restored to the employee's earned vacation balance, and a reasonable opportunity to utilize this vacation leave credit shall be provided within the City's existing practices.

14.19 Holiday Compensation

14.19.1 Holiday Compensation for Employees assigned to a forty (40) Hour workweek (Deputy Fire Chief, Fire Marshal, and 40-hour Battalion Chief)

Full-time employees will receive eight (8) hours holiday pay per recognized holiday. Recognized holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day (observed on the third Monday in January)
Presidents' Day (observed on the third Monday in February)
Memorial Day (observed on the last Monday in May)
Independence Day
Labor Day (observed on the first Monday in September)
Veterans Day (observed November 11)
Thanksgiving Day
The Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

14.19.2 Two administrative holidays and such other days as may be proclaimed local holidays by City Council. Administrative Holidays may only be taken in eight (8) hour increments. At the option of the employee, an employee may receive pay at the employee’s straight-time rate of pay in lieu of one or both of the administrative holidays at eight (8) hours per administrative holiday. In the event that one or both of the administrative holidays are not used by the last pay period paid in the year (based on the preceding twenty-six (26) pay periods), payment will be made no later than the first pay period in February.
14.19.3 Holiday Compensation for Twenty-Four (24) Hour Duty Schedule Battalion Chiefs

Each employee in the classification of Battalion Chief assigned to a twenty-four (24) hour duty schedule shall receive no paid time off in the event the employee is required to work on any of the days set forth in Section 14.19.1 above. Instead, for each holiday listed in 14.19.1 above, and in addition to paid work time for hours worked on each holiday listed in 14.19.1 above, Battalion Chiefs assigned to a twenty-four (24) hour duty schedule shall receive eight (8) hours of pay at time and one-half calculated on the basis of a 40-hour Battalion Chief workweek schedule. The 40-hour rate shall be calculated by multiplying the employee’s hourly rate by a factor of 1.4.

For each employee in the classification of Battalion Chief assigned to a twenty-four (24) hour duty schedule, the two administrative holidays listed in 14.19.2 above may only be taken in twenty-four (24) hour increments. At the option of the employee, an employee may receive pay at the employee’s straight-time rate of pay in lieu of one or both of the administrative holidays at eight (8) hours per administrative holiday calculated on the basis of an eight (8) hour day. In the event that one or both of the administrative holidays are not used by the last pay period paid in the year (based on the preceding 26 pay periods), payment will be made no later than the first pay period in February.

14.20 Weekend Holidays

When any of the holidays listed in 14.19.1 above fall on Sunday, the following Monday shall be considered the holiday for employees entitled to holiday time off. When any of these holidays fall on Saturday, the proceeding Friday shall be considered the holiday for employees entitled to holiday time off.

14.21 Work on a Holiday

A COA unit member listed in 14.19.1 above, who is required to work on any of the holidays listed in Section 14.19.1 above, shall receive instead a paid day off on the workday either preceding or following the holiday as determined by the Fire Chief.

14.22 Holiday During Vacation

In the event any of the holidays specified in Section 14.19.1 above occurs while an employee is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

14.23 Deferred Compensation

The City shall contribute an amount equal to two percent (2%) of base monthly salary to a deferred compensation plan offered by the City.

Employees on no-pay status will have this amount prorated based on total number of hours of paid status during the pay period.

ARTICLE 15

HOURS OF WORK

The regular workweek for Battalion Chiefs assigned to forty (40) hour workweeks, Deputy Fire Chiefs and Fire Marshals shall be forty (40) hours per week. The regular workweek for Battalion Chief on a shift schedule shall be fifty-six (56)
hours per week. The parties acknowledge that FLSA exempt employees in the bargaining unit may be required to perform hours of work outside of their regular work schedule.

Changes to the 2/4 (48/96) work schedule will be subject to meet and confer.

ARTICLE 16

LEAVE PROVISIONS

16.1 Sick Leave

16.1.1 Sick leave with pay shall be granted to all regular full-time employees at the rate of one (1) working day for each full calendar month of service from the commencement of their employment with the City. Battalion Chiefs assigned to a forty (40) hour schedule after working a fifty-six (56) hour schedule may retain the fifty-six (56) hour sick leave bank and accrual rate, provided that sick leave taken on the forty (40) hour work schedule will be charged to the employee’s sick leave bank at a rate of one and four-tenths (1.4) hours for every one hour of sick leave taken. Battalion Chiefs assigned to a fifty-six (56) hour schedule and promoted to Deputy Chief on a forty (40) hour schedule shall convert accrued sick leave to the forty (40) hour rate (i.e., divide the 56 hour accrued sick leave by a denominator of 1.4).

16.1.2 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 employee’s care. For the purpose of this article, immediate family means spouse, domestic partner (as defined and recognized under state law), child, stepchild or parent.

An employee may use up to one-half (1/2) of accrued sick leave in any calendar year for the following reasons:

A. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee’s grandparent, grandchild or sibling.

B. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
   - A temporary restraining order or restraining order.
   - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
   - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
   - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
   - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
   - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
16.1.3 For Battalion Chiefs assigned to a forty (40) hour workweek, Fire Marshal, and the Deputy Fire Chief, unused sick leave may be accumulated to maximum sick leave credits of one-thousand two-hundred (1200) hours.

For Battalion Chiefs who work a fifty-six (56) hour work week unused sick leave may be accumulated to a maximum sick leave credit of two-thousand four-hundred (2400) hours. If the Deputy Chief's converted sick leave upon promotion from Battalion Chief assigned to a fifty-six (56) hour schedule exceeds 1200 hours, the city will cash out sick leave in excess of 1200 hours at a fifty percent (50%) rate.

16.1.4 In the event an employee has accumulated the maximum sick leave credits of one-thousand two-hundred (1200) hours (2400 hours for Battalion Chiefs assigned to a fifty-six (56) hour work schedule) and the employee becomes so severely ill that he or she exhausts his or her sick leave, the Personnel Officer may, upon the written recommendation from the employee's Fire Chief, authorize additional sick leave to include any sick leave in excess of the one-thousand two-hundred (1200) hours (2400 hours for Battalion Chiefs who work a fifty-six (56) hour work week) maximum which may have been lost due to the maximum limitation; provided, however, that sick leave credits were not accumulated for a period of six (6) months or longer. This provision will also apply to Battalion Chiefs in cases where sick leave balances were decreased due to reassignment from a fifty-six (56) hour to a forty (40) hour work week.

16.1.5 An employee may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the first twenty-six (26) pay periods in the calendar year) by requesting payment of unused sick leave in writing to the Director of Finance on or before December 1 of the prior year.

Payment shall be made at twenty-five (25%) of the unused sick leave hours accrued in the calendar year.

Payment shall be made at fifty percent (50%) of the unused sick leave hours accrued in the calendar year when no more than ten (10) hours of sick leave have been used (twenty-four (24) hours for Shift Battalion Chiefs) in the first twenty-six (26) pay periods. (Battalion Chiefs assigned to a 40-hour schedule shall have leave paid out at the corresponding 56-hour rate).

Payment shall be made after December 31. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year. Use of Personal Business Leave shall be excluded from the definition of sick leave for the purposes of this section.

16.1.6 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 of one-thousand two-hundred (1200) hours (two-thousand four hundred (2,400) hours for Battalion Chiefs who work a fifty-six (56) hour work week).

16.1.7 If an employee terminates his or her employment, for reasons other than death, retirement or discharge, compensation in lieu of unused sick leave shall be paid in the amount provided for an employee who elects to receive compensation in lieu of sick leave credits in accordance with Section 16.1.5, prorated to the date of termination of service.

Employees who have ten (10) years of service and who retire from City employment with benefits from CalPERS or who die while in the employ of the City shall be eligible to receive fifty percent (50%) of the employee's base rate of pay for the remaining, accrued, unused sick leave. Sick leave converted to CalPERS service credit shall not be subject to this Section.
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 employee's insurance policy. The beneficiary will receive the payment of such unused sick leave in the applicable amount provided in this Section. Employees discharged for disciplinary reasons shall not be eligible for payment of unused sick leave.

16.1.8 If an employee's illness or the illness of a family member results in an absence from work for three (3) or more days, a verified statement from a licensed medical practitioner or other reasonable proof of illness may be required by the City.

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

16.2 Industrial Disability Leave

16.2.1 A COA unit employee who suffers any disability arising out of and in the course of his or her employment as defined by the Workers' Compensation laws of the State of California, shall be entitled to industrial disability leave without loss of compensation for the period of leave necessary to recover from such industrial disability, up to a maximum of one (1) year, or upon retirement, whichever comes first.

16.3 Military Leave

The provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Military and Veterans Code of the State of California shall govern the granting of military leaves of absence and the rights of employees returning from such leaves.

16.4 Leave of Absence Without Pay

16.4.1 Upon written request of an employee, the Personnel Officer may grant a leave of absence without pay for a period not to exceed one (1) year. Any authorization for a leave of absence without pay shall be made in writing by the Personnel Officer and the Fire Chief.

16.4.2 During an approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by written permission of the City. The City may cancel the leave of absence or terminate any employee who violates the terms and conditions of the written permission for the leave.

16.5 Jury Duty

Any employee whose name shall be selected from the list of trial jurors or serve as a juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his absence from work; provided, however, that the City may require proof of the time such service was required and any moneys received from jury service shall be turned into the City; provided, further, that the employee shall report to work whenever a reasonable portion of the workday or shift remains for completion. Any employee required to serve as a juror shall not have his or her regular starting or quitting time changed as a result of being called for jury service.
16.6 Pregnancy Leave of Absence Without Pay

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

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

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

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

16.6.2.3 Prior to the establishment of a specific date for return to duty, the employee shall submit to the Personnel Officer a notice of intention to return to duty, accompanied by her physician's statement certifying that the employee is medically qualified to assume regular duties and responsibilities.

16.6.2.4 The Personnel Officer or his/her designee may designate the specific beginning and ending dates within the pay period requested by the employee to meet the needs of the employee and the City.

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

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

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

16.7 Parental Leave of Absence Without Pay

16.7.1 Parental leave of absence without pay may be granted, at the Fire Chief's discretion upon request to qualifying employees for the purpose of parent-child bonding following the birth of a child or the placement of a child in the employee's family for adoption or foster care for a period of up to one (1) year. The combination of pregnancy leave and parental leave will not exceed one (1) year.

16.7.2 Parental leave shall be granted when the following conditions have been met:
16.7.2.1 The employee shall notify his or her immediate supervisor in writing 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.

16.7.2.2 Within thirty (30) days of the beginning of the parental leave, the employee shall submit to the Personnel Officer the specific date he or she intends to begin the leave, and a notice of intention to return to duty.

16.7.2.3 The Personnel Officer or his or 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.

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

16.7.4 A parental leave is granted without pay for the duration of leave. Where an employee has accrued paid vacation, administrative leave, compensatory time, or sick leave, that paid leave may be substituted for all or part of any unpaid parental leave. The City may also require use of paid accrued leave during parental leave in accordance with City policy (as periodically amended) and Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) regulations.

16.7.5 The employee may elect to continue medical and dental insurance coverage for up to one (1) year. Medical and dental insurance coverage during any unpaid portion of parental leave that does not run concurrently with FMLA, CFRA or PDL shall be at the employee’s own expense.

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

16.7.7 In any case in which two employees of the City are entitled to parental leave for the same child, the aggregate number of workweeks of parental leave to which both may be entitled shall be limited to fifty-two (52) workweeks during any twelve (12) month period.

16.8 Leave for Pregnancy Disability

In accordance with the California Fair Employment and Housing Act and City policy (as periodically amended), employees are entitled to pregnancy disability leave.

16.9 Bereavement Leave

16.9.1 In the event of a death in the immediate family of an employee of the City, that employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for and/or attend the funeral not to exceed three (3) regularly scheduled working days or four (4) days in the event the funeral is three hundred (300) or more miles from the City. This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on leave of absence, or sick leave.

16.9.2 For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, half-brother, half-sister, stepbrother, stepsister, mother-in-
law, father-in-law, grandparent, grandchild, and stepfather, stepmother, stepchild in those cases where direct child rearing-parental relationship may be demonstrated to have existed.

16.9.3 In the event of the death of an active City employee, the City will excuse (without loss of pay) those employees who wish to attend the locally conducted funeral only to the extent it does not interfere with the operation of the City.

16.9.4 Bereavement 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.

16.10 Family and Medical Leave

In accordance with the California Family Rights Act of 1991, the Family and Medical Leave Act of 1993, and qualifying employees are entitled to leave in accordance with City Administrative Policy.

16.11 Court Appearance Leave

Leave for court appearance due to a summons to testify as a witness in a matter regarding an event or transaction which he or she perceived or investigated in the course of his or her City job duties shall be granted by the City for court appearance on behalf of the City with no loss of salary.

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

16.12 Personal Business Leave

16.12.1 Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this Memorandum of Understanding.

16.12.2 An employee shall be entitled to a maximum of two (2) days per year for Personal Business Leave for any reason without loss of pay. Such leave shall be deducted from accrued sick leave.

16.12.3 An employee must secure advance permission for all Personal Business Leave as defined above, and shall normally notify the Fire Chief two (2) days before taking this leave, unless any emergency exists which prohibits the employee from providing such advance notice.
ARTICLE 17

HEALTH PLANS

17.1 Health and Cafeteria Plans

17.1.1 The City agrees to contract with the California Public Employee’s Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et, seq.), for the purpose of providing medical insurance benefits for employees. Upon the request of the City, the parties will re-open this Article 17.1.1 to meet and confer on modifying 17.1.1 to provide a different group health plan.

17.1.2 The City’s maximum contribution for each eligible, active employee for a Health Benefits Plan (as referenced in Government Code 22892) shall not exceed the CalPERS minimum contribution, adjusted annually by the PERS board to reflect any change to the medical care component of the Consumer Price Index.

17.1.3 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 17.1.4, and 17.1.5. Such costs include, but are not limited to, premiums, surcharges, and/or administrative fees. In the event there are any costs not charged to the City due to delays by PERS 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.

17.1.4 Cafeteria Plan:

Available Benefits - The City shall maintain in accordance with Section 125 of the IRS Code a Cafeteria Plan, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to:

A. Group Health Plan Medical Premiums
B. Flexible Spending Account for Dependent Care
C. Flexible Spending Account for Medical Expenses

17.1.5 City Contribution:

Effective January 1, 2012, for each active, full-time employee enrolled in a City-provided medical plan, the City will provide on a monthly basis, for the purpose of providing minimum essential coverage to employees and dependents, a Cafeteria Plan Allowance equal to ninety percent (90%) of the premium of the health plan and level of coverage selected by the employee, up to ninety percent (90%) of the CalPERS Bay Area Kaiser Family Premium per employee, minus any costs incurred by the City to maintain the Health Benefits Plans under Government Code Section 22750, et seq. (see 17.1.2)

17.1.6 Effective January 1, 2012, if an employee elects no City-offered health insurance coverage and provides attestation of alternate “minimum essential coverage for the employee and all individuals in his or her tax family, two hundred dollars ($200) per month will be credited to the employee’s flexible spending accounts or may be taken as cash.
17.1.7 For employees covered by this Memorandum of Understanding, the amounts in this Article 17, shall be prorated for each regular part-time employee working (20) or more hours per week.

17.1.8 The City shall offer payroll deduction of employee contributions to a flexible spending account for qualifying dependent care and or health care expenses. Any funds remaining at the end of the calendar year in each individual flexible spending account shall be returned to the general fund for use consistent with IRS Code Section 125.

17.2 Retiree Health

For COA members employed by the City who have ten (10) or more years of service and retire under the City's retirement plan within one hundred twenty (120) days of separation from City employment, the maximum City contribution toward health plan coverage shall be:

A. Retiree Health Tier 1: For retirees hired by the City before October 1, 2018, the City's contribution shall be the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

For Retiree Health Tier 1 retirees hired by the City before October 1, 2018 who reside in other higher priced regions, the City's contribution shall not exceed the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage based on the Bay Area Regional pricing schedule. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

B. Retiree Health Tier 2: For retirees hired by the City on or after October 1, 2018, the City's contribution shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for single party coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the City's contribution amount.

For Retiree Health Tier 2 retirees hired by the City on or after October 1, 2018, who reside in other higher priced regions, the City's contribution shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for single party coverage. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

C. For all bargaining members (Retiree Health Tiers 1 and 2) who separate employment via a service retirement during the term of this MOU, this benefit shall continue until a member becomes eligible for Medicare. Once a member becomes eligible for Medicare, the City will pay the member a stipend that shall not exceed the single party cost of the "Kaiser Permanente SR Advantage Plan." Should that plan be abolished, the City will pay members a stipend not to exceed the single party cost of the next most comparable plan. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

During the term of the MOU, the City and Association will split the cost of an actuarial study to be done by an actuary of the City's choice, to determine cost of extending current service retiree health benefits to employees who go out on Industrial Disability Retirement. The parties agree to meet and confer over the study's results.
During the term of the MOU, the City and Association will discuss establishment of a City defined contribution Retiree Health Savings Plan for lateral hires.

17.3 Dental Insurance

The City shall provide to eligible employees and dependents dental insurance program through the term of this agreement to include coverages as follows: two thousand dollars ($2,000) annual cap for basic coverage and two thousand five hundred dollars ($2,500) lifetime cap for orthodonture. The City will pay ninety percent (90%) of the dental insurance premium for eligible employees and dependents.

17.4 Vision Care

The City shall contract with Vision Service Plan (VSP) or a comparable vision care provider to provide vision care benefits for employees and their dependents. The Vision Service Plan B provides for an exam every twelve (12) months, lenses every twelve (12) months if needed, and frames every two (2) years if needed. There is to be no deductible for employees, but a twenty dollar ($20.00) per person deductible will apply to dependents each time benefits are available and will be paid by the employee. The City will pay ninety percent (90%) of the vision insurance premium for eligible employees and dependents.

17.5 Savings Clause

17.5.1 If, pursuant to any federal or state law which may become effective subsequent to the effective date of this Memorandum of Understanding, the City is required to pay contributions or taxes for hospital-medical-surgical, dental care, prescription drug or other health benefits to be provided its employees under such federal or state act, the City's obligation to furnish the same benefits under the hospital-medical 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.

17.5.2 If, as a result of such 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 existing major plan, the City shall, to the extent practical, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under the major medical plans. The City need only expend for this purpose the actual amount required to achieve parity between the benefits provided under the major medical plan and the benefits provided under any federal or state plan as supplemented in the manner hereinabove described. In no event shall the City be required to expend for such purposes an amount which when added to the contributions or taxes required of the City under the federal or state act, shall exceed the amounts paid at the time such legislation becomes effective.

17.5.3 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 contribution.

17.6 Life Insurance

The City shall offer to eligible employees additional life insurance equal to one and one-half (1-1/2) times the employee's annual salary at a 60/40 premium contribution split between the City and the employee respectively.
17.7 Long Term Disability

The City will contract to provide Long Term Disability Insurance for COA unit employees. The City, for the term of this agreement, will pay the full cost of the basic rate (basic rate provides for up to a three thousand dollar ($3,000) maximum monthly payout). A buy-up option will be included to offer the employee the opportunity to increase their coverage, at their own expense, up to an additional three thousand dollar ($3,000) monthly payout. The total maximum monthly payout available will be six thousand dollars ($6,000).

17.8 Social Security

In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

17.9 COBRA

The City may cause employees not entitled to the benefits set forth in Article 17, who are allowed to remain on a City health insurance plan following separation from employment pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), to be charged for such coverage at the maximum rate permissible by law (presently 102% of the premium for an active employee).

ARTICLE 18

SAFETY

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

18.2 Each employee covered by this Memorandum 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 witness to an accident shall, if requested, give full and truthful testimony as to same.

18.3 Employees shall not be required to operate equipment that has been deemed unsafe.

18.4 Substance Abuse

18.4.1 The parties agree that all employees shall comply with the City's Drug-Free Workplace Policy (Administrative Policy #31) and the Redwood City Fire Department Policy.

18.4.3 The City shall continue to provide an employee assistance program for the duration of this Agreement. This program will be provided for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City and the Association to refer employees who have such problems to this counseling service for assistance.

18.4.4 The City may compel an employee to submit to a medical examination on the City's time by a doctor selected by the City and paid at the City's expense.
ARTICLE 19

GRIEVANCE PROCEDURE

19.1 Definition

19.1.1 A grievance shall be defined as any dispute which involved the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this Memorandum. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure. Performance evaluations, discipline and punitive action shall not be subject to the grievance procedure. Complaints of harassment, discrimination, and retaliation based on protected class or activity may be handled in accordance with City policy against workplace harassment, discrimination and retaliation (as periodically amended), and shall not be subject to the grievance procedure.

19.1.2 Unless otherwise specified, a working day is any day that the City Hall offices are open for business.

19.2 Procedure

Grievances as defined in Section 19.1 above shall be processed only in the following manner:

19.2.1 Any employee who believes that he or she has a grievance may discuss the grievance with the top management official in the employee's department, or with such subordinate management official as the Fire Chief may designate, within twenty (20) working days of the event leading to the grievance. If the issue is not resolved within the department, the procedures hereinafter specified may be invoked.

19.2.2 The employee may then notify the Personnel Officer and the Association in writing within five (5) working days of the informal grievance discussion described in Section 19.2.1 that a grievance exists. The notification shall state the particulars of the grievance and the remedy which is desired. The Personnel Officer shall investigate the issues involved, meet with the grievant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Section 19.2.4 below which has not first been filed and investigated pursuant to this Section 19.2.2. The Personnel Officer shall have twenty (20) working days from the date of notification to issue his or her decision on the subject grievance. Such notification shall be sent in writing to the grievant and the Association.

19.2.3 Any grievance which has not been resolved by the procedures set forth above may be referred to the City Manager by the grievant or by the Personnel Officer within five (5) working days of receipt of the decision of the Personnel Officer. Any such referral shall be in writing, and shall include the specific issues involved together with a statement of the resolution which is desired. A representative of the City Manager, who shall not be the Personnel Officer, shall investigate the merits of the grievance, meet with the grievant and make recommendations to the City Manager within twenty (20) working days. The City Manager shall have twenty (20) working days from the receipt of his or her representative's recommendations to issue his or her decision on the subject grievance. Such notification shall be sent in writing to the grievant and the Association.
19.2.4 Appeal to Appeals Board

19.2.4.1 Any grievance which is not resolved pursuant to Sections 19.2.1 through 19.2.3 above may be appealed in writing by the Association requesting that an Appeals Board be convened to hear the grievance. The Association shall have five (5) working days after being notified pursuant to Section 19.2.3 to file such an appeal. The Appeals Board shall consist of three (3) individuals who shall be selected as follows: One member selected by the City Manager; one member selected by the Association; one member to be mutually selected. In the event agreement is not reached on selection of the third member of the Appeals Board, the parties shall strike names from a list of five (5) names provided by the State Mediation and Conciliation Service. The Appeals Board shall convene within three (3) months unless the time is mutually extended by both parties. Notice of the Appeals Board’s hearing shall be issued in writing to the interested parties at least one week prior to the date the hearing is scheduled, and such notice shall include the date, time and place of the hearing as designated by the Appeals Board.

19.2.4.2 The Appeals Board shall select one of its members to act as chairperson. The chairperson shall preside over all hearings conducted by the Board, and the Board shall determine its own rules and procedures. The Board shall have the power to examine witnesses under oath which shall be administered by the chairperson, and shall hear all testimony, receive documentary evidence, and conduct investigations to the extent it deems necessary, on all issues presented. Strict rules of evidence need not apply. The Board may cause a written transcript of its hearings to be prepared.

19.2.4.3 Upon conclusion of its hearing and investigation, the Appeals Board shall certify its findings and recommendations in writing to the Association and to the City Manager within fifteen (15) working days. Within fifteen (15) working days of receipt of the findings and recommendations of the Appeals Board, the City Manager shall advise the interested parties in writing of his or her decision. The decision of the City Manager shall be final and binding on grievances except those relating to contract interpretation issues.

19.2.5 Binding Arbitration

19.2.5.1 Only grievances involving contract interpretation disputes may be referred to Binding Arbitration.

19.2.5.2 Grievances involving the suspension, discharge, reduction in pay or demotion of an employee may not be referred to Binding Arbitration.

19.2.5.3 Contract interpretation grievances may only be referred to Binding Arbitration after they have been thoroughly processed through section 19.2.4 of the grievance procedure and a decision has been rendered by the City Manager.

19.2.5.4 Within twenty (20) days of the grievant's receipt of the decisions in Section 19.2.4, the Association shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Association and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing public safety grievances in cities. Each party shall alternately strike a name until only one remains.
The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

19.2.5.5 If either the City or the Association so requests, a separate arbitrator shall be selected to determine the issue of arbitrability. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 19.2.6.4.

19.2.5.6 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him or her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

19.2.5.7 The City and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he or she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power of authority to make any decision that requires the City or management to do an act prohibited by law.

19.2.5.8 The City and the Association agree that the arbitrator shall prepare a written decision containing findings of fact, determinations, of issues and a disposition either:
(1) that the position of the Association shall be sustained; or
(2) that the position of the City shall be sustained.

19.2.5.9 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his or her findings and award.

19.2.5.10 The award of the arbitrator shall be final and binding.

19.2.5.11 The fees and expenses of the arbitrator shall be shared equally by the City and the Association.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.

19.2.5.12 By filing a grievance and processing it beyond the level of Appeals Board, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond the level of Appeals Board shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.
ARTICLE 20

OUTSIDE EMPLOYMENT

20.1 A unit member shall not engage in any paid or self-employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as an employee of the City, or with the duties, functions, or responsibilities of the City.

20.2 In order to avoid perceived or actual conflicts of interest that may arise from outside employment, effective October 1, 2018, all employees shall obtain written approval from the Fire Chief prior to undertaking new, outside employment as described in this Policy. Requests for approval of such outside employment shall be submitted to the City Manager in writing no less than ten (10) days prior to the anticipated commencement date of the outside employment. Denial of outside employment by the Fire Chief may be grieved in accordance with the grievance procedure in this MOU, up to Level III (Personnel Officer).

20.3 Any outside employment, activity, or enterprise shall be prohibited if it involves any of the following:

20.3.1 The use for private gain or advantage of City time, facilities, equipment or supplies;

20.3.2 The use of the uniform, prestige or influence of the unit member's City office or employment;

20.3.3 Receipt or acceptance by the unit member of any money or other consideration from anyone other than the City for the performance of an act which the unit member would be required or expected to render in the regular course of hours of his or her City employment or as a part of his or her duties as a City employee;

20.3.4 The performance of an act in other than his or her capacity as a City employee, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of the City or any of its officers or employees;

20.3.5 Such time demands as would render performance of his or her duties as a City employee less efficient.

20.4 Any unit member who is determined to have engaged in an activity prohibited by or in violation of this Article 20 shall be subject to disciplinary action including, without limitation, suspension or termination. The unit member shall receive notice of the proposed discipline and shall have the right to appeal through the Grievance Procedure contained in this Memorandum.

ARTICLE 21

ON DUTY EXERCISE PROGRAM

Employees may be permitted to exercise on-duty. On-duty exercise shall not interfere with Department operations. Any limitations placed on the exercise program by the Fire Chief or designee shall be subject to meet and confer.
ARTICLE 22

SEPARABILITY OF PROVISIONS

22.1 Should any section, clause or provision of this Memorandum of Understanding be declared illegal by a final judgment of a court of competent jurisdiction, the judgment shall not invalidate the remaining portions of the Memorandum of Understanding, which shall remain in full force and effect for the duration of this agreement.

22.2 If the judgment of a court of competent jurisdiction invalidates any portion of this agreement, the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

ARTICLE 23

TERM

23.1 This Memorandum of Understanding, and any 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 COA Unit for the period October 1, 2018, and including September 30, 2021.

23.2 The terms of this Agreement and its side letters shall be effective upon the adoption of this Agreement by the City Council except as otherwise provided by specific sections of this Agreement.

CITY OF REDWOOD CITY

BY: Melissa Stevenson Diaz, City Manager

REDWOOD CITY CHIEF OFFICERS ASSOCIATION

BY: Geoffrey Balon, COA President
### CITY OF REDWOOD CITY
**COA MOU**
**Appendix A**

#### Tiers 1 & 2

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<th>Description</th>
<th>October, 2017 OR Date of PERS Contract Amendment, whichever is later <em>(contract amendment effective 10-2-17)</em></th>
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<tr>
<td>PERS Member Contribution</td>
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<tr>
<td>Additional Employee Contribution by Contract Amendment under G.C. 20516(a)</td>
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<td>Employee cost sharing under G.C. 20516(f)</td>
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#### Tier 3 / PEPRA

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<td>PERS Member Contribution</td>
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<td><strong>Total Employee Contribution</strong></td>
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CITY OF REDWOOD CITY
COA MOU
Appendix B
SALARY PLAN EXHIBITS

EXHIBIT A-1
CHIEF OFFICERS ASSOCIATION
PROPOSED SALARY RANGES
3% COLA Effective October 1, 2018

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<tr>
<th>Classification</th>
<th>Minimum Monthly Salary</th>
<th>Maximum Monthly Salary</th>
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<td>Battalion Chief</td>
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<td>Battalion Chief – 40 HR</td>
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<td>Deputy Fire Chief</td>
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<td>Fire Marshal</td>
<td>$14,935</td>
<td>$18,152</td>
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EXHIBIT A-2
CHIEF OFFICERS ASSOCIATION
PROPOSED SALARY RANGES
3% COLA Effective October 14, 2019

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<td>Battalion Chief – 40 HR</td>
<td>$15,383</td>
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<td>Deputy Fire Chief</td>
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<td>Fire Marshal</td>
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This side letter is by and between City of Redwood City ("City") and Redwood City Chief Officers' Association ("Association") (collectively referred to as the "parties") and is effective October 8, 2018.

WHEREAS, the City and Association reached tentative agreement over a successor Memorandum of Understanding (MOU) effective October 8, 2018;

WHEREAS, part of the tentative agreement between the City and Association included certain non-MOU agreements;

WHEREAS, the parties agreed to include such non-MOU agreements in a side letter;

NOW THEREFORE, the parties hereby agree to the following:

1. During the term of the 2018-2021 MOU, the parties will split the cost of an actuarial study to be conducted by the City's actuary to determine the cost of extending retiree health benefits provided to employees at the time of a service retirement from the City, to employees who retire from the City via a disability retirement. The parties will meet and confer over the results of the study.

2. During the term of the 2018-2021 MOU, the parties will discuss the creation of a City defined contribution toward a Retiree Health Savings Plan for lateral hires.

3. During the term of the 2018-2021 MOU, the parties will meet and confer over a method to ensure a pay increase for employees upon promotion from Fire Captain into the bargaining unit, without regard to rates of taxation and benefits deduction amounts.

4. In September 2019, the City will conduct a compensation survey for the Fire Marshall classification. If the classification is more than five percent (5%) below the mean or the median of the market, the City will bring to the classification to either the mean or the median of the market, whichever is higher, by an amount not to exceed five percent (5%). Any equity increase to the Fire Marshal salary shall not apply to the Battalion Chief salary, in spite of internal alignment provided in Section 14.2.3 of the MOU between the parties. In the event of an equity increase to Fire Marshal salary, the parties shall meet and confer over the impact on Deputy Fire Chief salary.

5. Effective the first pay period following adoption of the 2018 MOU, the City Manager will adjust the Fire Marshal's vacation accrual accordingly on a prospective basis.

6. Effective the first pay period following adoption of the 2018 MOU, the City will provide a one-time grant of twenty (20) NAVI hours for the Fire Marshal. This will occur on a one time basis only and shall not create any precedent for future vacation accrual.
7. The parties acknowledge that the Fire Department may repurpose vehicles for use as command response vehicles, subject to approval by the Fire Chief. The Fire Department will utilize existing vehicles for off-duty Battalion Chief emergency response. The Fire Chief will work with the Fleet Manager to manage additional vehicle maintenance costs, subject to approval by the City. The repurposing of vehicles shall not result in replacement costs.

FOR THE CITY

[Signature]

Date: 10/8/18

FOR THE ASSOCIATION

[Signature]

Date: 10/8/18