MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDWOOD CITY

AND

SAN MATEO COUNTY FIRE FIGHTERS

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS

LOCAL 2400

JANUARY 1, 2019 - June 30, 2021
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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDWOOD CITY
AND
SAN MATEO COUNTY FIRE FIGHTERS,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 2400

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

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

This MOU shall be presented to the City Council of the City of Redwood City as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing January 1, 2019, and ending June 30, 2021.

SECTION 1 - RECOGNITION

1.1 Union Recognition

San Mateo County Fire Fighters, International Association of Fire Fighters Local 2400, hereinafter referred to as "the Union", has been recognized as the Majority Representative, pursuant to the Employer-Employee Relations Resolution of the City initially adopted August 7, 1972, and periodically revised subject to the provisions of Government Code section 3507, for the permanent full-time employees assigned to the classes set forth in this MOU. This unit of employees shall for the purposes of identification be titled the "Fire Unit."

1.2 Employer Recognition

The City Manager is the representative of the City of Redwood City, hereinafter referred to as "the City," in employer-employee relations pursuant to the Employer-Employee Relations Resolution of the City adopted August 7, 1972.
SECTION 2 – EEO/AA

2.1 Discrimination

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 on Harassment, Discrimination, and Retaliation, as periodically amended, for the City’s internal Complaint Procedure.

2.2 Americans with Disabilities Act

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.

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, in accordance with MOU section 3.4.
SECTION 3 – UNION SECURITY

3.1 Employee Rights

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

3.2 Dues Deduction

3.2.1 The Union may have the regular dues of its members deducted from employees' paychecks under procedures prescribed by the City. Dues deduction shall be made only upon certification from the Union that an employee has authorized such deduction. After the initial certification of dues deduction authorizations, the Union will send a list of membership changes to the City, certifying that the Union possesses and will maintain an authorization for dues deductions signed by the individuals on the list from whose salary or wages the deductions is to be made.

3.2.2 The City and the Union agree that such written certification is a condition precedent to the City's obligation to begin a payroll deduction.

3.2.3 Dues deduction shall continue until: (1) such certification is revoked, in writing, by the Union; (2) the employee is transferred to a bargaining unit represented by another employee organization; or (3) the employee separates from City employment.

Dues deduction shall be suspended during any unpaid leave of absence.

3.3 Hold Harmless

The Union shall hold the City harmless and shall fully and promptly reimburse the City for any reasonable legal fees, court costs, or other litigation expenses incurred in responding to or defending against any claims against the City or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any section in this MOU pertaining to Union Security.

3.4 Bulletin Boards

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

Posted material will not violate the law or City policies, including policies prohibiting harassment and discrimination, and laws prohibiting public agencies from supporting candidates for public office or ballot measures. The City reserves the right to remove from City bulletin boards any material that violates the law or City policies. All posted material shall bear the identity of the sponsor, shall be neatly displayed and shall be removed when no longer timely.

3.5 Use of City Facilities

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

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

3.6 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Union if affected by any creation of or change to an ordinance, rule, resolution or regulation within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and the Union shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City management determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, City management shall provide such notice and opportunity to meet at the earliest practical time following the adoption of each ordinance, rule, resolution or regulation. Two (2) copies of such notice shall be sent to the District Vice President and one (1) copy shall be sent to the President of Local 2400.

3.7 Access to Work Locations

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

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

3.8 Availability of Data

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

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

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

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

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

2. Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the records available clearly outweighs the public interest served by disclosure of the records;

3. Records pertaining to pending litigations to which the City is a party, or to claims or appeals which have not been settled; or

4. Requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than that usually done by the agency.

SECTION 4 – CITY RIGHTS

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

SECTION 5 – UNION REPRESENTATIVES

5.1 Attendance at Meetings by Employees and Stewards

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

SECTION 6 – NO STRIKE

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

SECTION 7 – PAY

7.1 Pay Period

Employees shall be paid bi-weekly.

All employees shall be subject to mandatory direct deposit.
7.2 Salaries

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

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

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

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

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

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

Effective January 7, 2019, there will be a three percent (3%) salary increase for all classifications represented by the bargaining unit.

Effective the first full pay period on or after January 1, 2020, there will be a three percent (3%) salary increase for all classifications represented by the bargaining unit.
Effective the first full pay period on or after January 1, 2021, there will be a three and one-half percent (3.5%) salary increase for all classifications represented by the bargaining unit.

7.2.1 Initial Appointments

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

7.2.2 Salary Increase on Promotion to Fire Captain

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

7.2.3 Merit Increases

A probationary employee may be eligible for a salary increase to the next higher step above the initial step or rate to which appointment was made after a six (6) month period. With continued satisfactory performance, an employee may be eligible for a salary increase at twelve (12)-month intervals between steps to the maximum top step upon consideration of such employee's performance of duties, experience, education, personal fitness for the position, and other criteria reasonably related to awarding increased compensation on the basis of merit. Adjustments shall be made at the recommendation of the Fire Chief and approved by the City Manager.

7.3 Work Schedule

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

\[
X = 24 \text{ hour on-duty period} \\
O = 24 \text{ hour off-duty period}
\]

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XX0000XX0000XX0000XX0000
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7.3.2 In the event of an employee absence, to avoid putting an apparatus out of service, the department may temporarily reduce staffing to three (3) people per apparatus while relief staff is being hired.

7.3.3 The regular work schedule for employees in the classification of Deputy Fire Marshal and Fire Prevention Officer shall be forty (40) hours in a seven (7)-day work week (typically five [5] consecutive eight [8]-hour days), with the option of working an alternative work schedule based on the operating needs of the department. The work schedule is subject to approval by the Fire Chief and can be changed at any time.

7.4 Starting Time

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

7.5 Overtime

7.5.1 Fifty-six (56) Hour Workweek Employees

For the purposes of this MOU, overtime for employees in the classifications of Fire Fighter/Engineer and Fire Captain is authorized time worked beyond the employee’s regularly scheduled hours in Section 7.3. Overtime shall be compensated at one and one-half (1.5) times the employee's regular rate of pay for any time worked beyond a Fire Fighter/Engineer or Fire Captain’s regular twenty-four (24) hour work shift. For the purposes of this MOU, the regular rate of pay shall be defined as the employee’s base hourly rate of pay based on a 56 hour work week (112 hours per pay period), and including incentives or other forms of pay (paramedic pay, special equipment operator (fire boat pilot) incentive, educational incentive, EMT incentive, bilingual differential, holiday compensation). Overtime must be authorized by the Fire Chief, or designated representative, prior to such overtime being worked.

For the purposes of calculating overtime under the Fair Labor Standards Act ("FLSA"), the City has adopted a twenty-four (24)-day work period, pursuant to 29 U.S.C. § 207(k), to which Shift Employees are subject.

7.5.2 Compensatory Time

Upon request, employees shall be compensated for overtime in compensatory time off. An employee’s compensatory time off (CTO) balance shall not exceed seventy-two (72) hours at any given time. CTO shall not be earned for work performed that is reimbursable by the State or Federal government, including backfilling for employees.
on strike teams. Effective May 31, 2020, the parties shall reopen on the issue of CTO.

7.5.3 Forty (40) Hour Workweek Employees

For the purposes of this MOU, overtime for employees in the classification of Deputy Fire Marshal and Fire Prevention Officer is authorized time worked beyond forty (40) hours in paid status in one (1) seven (7)-day work week, and for work performed in excess of eight (8) consecutive hours in one (1) day (exclusive of lunch period), except as provided in Section 7.5.4. For the purpose of this Section 7.5 (Overtime), the work week begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday. Overtime shall be paid at the rate of one and one-half (1.5) times the employee’s regular straight-time rate. For the purposes of this MOU, the regular rate of pay shall be defined as the employee’s base hourly rate of pay based on a 40 hour work week (80 hours per pay period), and including bilingual differential. Overtime must be authorized by the Fire Chief, or designated representative, prior to such overtime being worked.

For the purposes of this MOU, an employee in the classification of Deputy Fire Marshal or Fire Prevention Officer who is assigned to a shift consisting of more than eight (8) consecutive hours per shift (exclusive of lunch period) shall be entitled to overtime pay for work in excess of forty (40) hours in paid status in one (1) work week.

7.5.5 Hire Back Procedures

Any changes to the Hire Back procedures will be by meet and confer.

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

7.6 Emergency Medical Technician/Paramedic Pay

The City Council sets policy regarding implementation of emergency medical technician ("EMT") and paramedic service for the City of Redwood City. This agreement is not intended to undermine the City Council’s policy authority. However, the City will, upon request, meet with the IAFF to discuss modifications related to any of the paramedic programs.

7.6.1 EMT Premium Pay

Compensation to Fire Fighter/Engineers and Fire Captains who obtain and maintain EMT certification. All Redwood City Firefighter/Engineers and Fire Captains must have EMT certification.
Such employees will receive a five percent (5%) of Base Pay premium, effective upon date of hire or effective the first payroll period following the submittal of qualifying paperwork and approval of the Fire Chief, whichever is later.

7.6.2 Paramedic Premium Pay

Firefighter/Engineers who obtain and maintain certification in auxiliary medical techniques, who become accredited to practice as Paramedics in San Mateo County and who are assigned to work as a paramedic for Redwood City will receive a nine and one-half percent (9.5%) of Base Pay premium, effective upon the first payroll period following submittal of qualifying paperwork and approval of the Fire Chief. This shall be in addition to EMT Premium Pay, such that a Fire Fighter/Engineer who is a licensed EMT and accredited and assigned to practice as a Paramedic in San Mateo County for Redwood City may receive a total fourteen and one-half percent (14.5%) of Base Pay premium.

7.6.3 Except when promoted to Fire Captain or otherwise disqualified, Paramedics shall remain licensed and accredited for a minimum of four (4) years from the date the employee first receives the Redwood City Paramedic incentive.

7.6.4 Fire Fighter/Engineers will maintain Paramedic Premium Pay when temporarily acting in a higher classification.

7.6.5 Firefighter/Engineers may request to participate in a paramedic training program, in furtherance of the employee’s position, at the City’s expense. Such participation shall be subject to the approval of the Fire Chief.

7.6.6 Captain’s Paramedic Pay

Compensation to Fire Captains who obtain and maintain certification in auxiliary medical techniques. Upon approval of the Fire Chief, Fire Captains who obtain and maintain accreditation to practice as Paramedics in San Mateo County will receive an additional two and one-half percent (2.5%) of base salary premium. The Fire Captain shall not be the primary medic on any piece of fire apparatus.

Fire Captains that retain the Paramedic accreditation will be subject to all County and Redwood City Paramedic requirements including continuing education (CE). Fire Captains with Paramedic accreditation in San Mateo County will be the first Fire Captains eligible to receive Captain’s Paramedic pay.
The Fire Chief shall have final authority on the number of Fire Captains authorized to receive Captain’s Paramedic pay.

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

7.7 Court Pay

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

7.8 Call-back Pay

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

7.9 On Call Pay

Forty (40)-hour workweek employees may occasionally be offered, and may accept the offer, to be “on call”. On call pay and on call schedules are subject to the prior approval of the Fire Chief. For every twenty-four (24) hours assigned to on call duty, 40-hour workweek employees shall be compensated with three (3) hours straight-time pay or three (3) hours of straight time compensatory time off. The 24-hour on call duty shall begin at 8:00 a.m. and end at 8:00 a.m. on the following day. If, while serving on call, the employee is called in to work, the employee shall receive pay for the hours worked. This shall be in addition to the three (3) hours of straight time pay / compensatory time off received while on call.
Employees who receive on call pay shall be required to answer their phones or return missed calls within ten (10) minutes. Employees on call shall depart for the Department within ten (10) minutes of receiving a call to return.

7.10 Acting Pay

7.10.1 The City shall, whenever practical, assign to acting positions those employees who have demonstrated their ability to perform the duties of the higher classification in accordance with the criteria for selection in the Department Lexipol Policy Manual. It is understood, that employees selected to perform the duties of a higher classification will be those who have achieved the top step of their regular classification. Acting pay assignments will include on call responsibilities of the higher classifications. Acting Fire Marshal assignments shall be for a minimum of one (1) calendar week.

7.10.2 Whenever a temporary vacancy occurs and it is determined by the City that the position should be temporarily filled, an employee may be assigned by the Fire Chief to work in the higher paid classification at a rate of pay which is ten percent (10%) above his/her adjusted hourly rate. Deputy Fire Marshals who agree to be assigned to Acting Fire Marshal shall receive the bottom step of the Fire Marshal salary or ten percent (10%) above the adjusted hourly rate, whichever is higher.

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

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

7.11 Special Department Assignment Pay

Each employee in the classification of Fire Fighter/Engineer or Fire Captain who is assigned by the Fire Chief to a forty (40)-hour workweek while working on a special department assignment shall continue to receive compensation as outlined in Section 7.5.1. Limited-duty due to an industrial disability shall be considered a special department assignment.
Special department assignments shall not exceed ninety (90) calendar days, except by mutual agreement between the City and the Union.

7.12 Educational Incentive

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

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

A. Employees who have thirty (30) college credits, twenty-four (24) of which must be in Fire Science and six (6) in Related Electives, including Emergency Medical Training, will receive two and one-half percent (2.5%) additional pay.

B. Employees who have sixty (60) college credits, twenty-four (24) of which must be in Fire Science, including Emergency Medical Training, will receive two and one-half percent (2.5%) additional pay for a total of five percent (5%).

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

During the term of the agreement, the parties will establish an Education Incentive Committee to discuss potential changes to the Education Incentive benefit. While the Committee process is ongoing and until the parties reach and adopt a new Education Incentive agreement, Education Incentive will be temporarily suspended for employees who are not already receiving Education Incentive as of the date of City Council adoption of this 2019 MOU. Advancement to the second level of Education Incentive (5%) will also be suspended for employees who currently receive the first level of Education Incentive (2.5%). Upon adoption of a new Education Incentive agreement, Education Incentive shall resume for employees under the new terms agreed to by the parties.

7.13 Uniform Allowance

All classifications represented by the bargaining unit shall be paid an annual uniform allowance of Seven Hundred Forty Dollars ($740.00). Uniform allowance will be paid on a bi-weekly basis in the amount of Twenty-eight Dollars and Fifty Cents ($28.50) per pay period.
Effective July 1, 2019, the annual uniform allowance will be increased to Eight Hundred Dollars ($800) per fiscal year per employee, and will be paid on a bi-weekly basis in the amount of Thirty Dollars and Seventy-Seven cents ($30.77) per pay period.

Uniform allowance will be part of the PERS reportable compensation only for those employees who are classic CalPERS members, as determined by CalPERS regulations.

7.14 Tuition Reimbursement

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

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

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

7.15 Personal Vehicle and Mileage Payment

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

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

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

First Responder – Two and one-half percent (2.5%) of base pay for employees who are routinely and consistently assigned to communicate in a language other than English during the normal course of work. Skills must be demonstrated by the ability to perform conversational speaking and basic commands and terminology related to emergency response.

Advanced – Five Percent (5%) of base pay for employees who are routinely and consistently assigned to communicate in a language other than English during the normal course of work. Skills must be demonstrated by the ability to translate and communicate beyond conversational speaking and/or basic writing. Workers who receive the five percent (5%) advanced bilingual differential are required, when called upon, to utilize their skills citywide.

Eligibility for the first responder or advanced bilingual premium pay shall be determined by the Personnel Officer on the basis of an oral proficiency test or an oral and written proficiency test respectively. To retain the 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.

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

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

7.17 Retiree Health Savings (RHS) Plan

The City shall continue to provide a retirement Health Savings (RHS) plan under IRS Code 213 for members to set aside pre-tax money for payment of post-employment qualified medical expenses that will be incurred after separation of service. The plan will cover retiree, spouse or dependent reimbursements for eligible medical and dental out-of-pocket expenses such as premiums, prescription drugs, doctor co-pays and eyeglasses. The plan may be funded by accrued vacation leave, compensatory time, sick leave payout (or a portion of it) and/or payroll deductions. Contributions to the plan must be uniform across bargaining unit members and may be changed only as mandated by the City. Effective as soon as administratively feasible, the City will set up RHS accounts with an initial, uniform employee contribution.
7.18 Special Equipment Operator Pay

Fire Boat Pilots must be certified in the areas designated by the Fire Chief and referenced by the Fire Boat Pilot Endorsement Checklist in the Lexipol Manual to be eligible to receive Special Equipment Operator premium pay.

Effective January 7, 2019, qualified Fire Boat Trainee designated by the Fire Chief shall receive Special Equipment Operator Trainee premium pay of two and one-half percent (2.5%) base pay.

Effective January 7, 2019, qualified Fire Boat Pilots designated by the Fire Chief shall be eligible to receive an additional two and one half (2.5%) Special Equipment Operator premium, for a total of five percent (5%) base pay, on a full-time basis.

Effective January 7, 2019, one (1) qualified Marine Unit Lead Fire Captain designated by the Fire Chief shall be eligible to receive a total of five percent (5%) base pay, on a full-time basis.

Fire Boat Pilots must commit to boat program participation for a minimum of four (4) years.

With the exception of the Marine Unit Lead, Fire Captains shall not be eligible for Special Equipment Operator premium pay.

Staffing shall be at the Fire Chief's discretion, with no fewer than nine (9) Fire Boat Pilots representing the Department at one time.

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SECTION 8 - HOLIDAYS

8.1 Paid Holidays

Except as provided in section 8.6, the following shall be paid holidays for all employees who are covered by this MOU:

1. New Year’s Day
2. Martin Luther King, Jr. Day (observed on the third Monday in January)
3. President’s Day (Observed on the third Monday in February)
4. Memorial Day (Observed on the last Monday in May)
5. Independence Day
6. Labor Day (Observed on the first Monday in September)
7. Veterans Day (Observed November 11)
8. Thanksgiving Day
9. The Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year’s Eve
The above-listed holidays shall be paid holiday time off for employees assigned to a forty (40)-hour work week schedule, unless otherwise specified in this MOU.

Forty (40)-hour work week employees will receive two (2) administrative holidays per year, which may only be taken in eight (8) hour increments. At the option of the forty (40)-hour work week employee, the employee may receive eight (8) hours of straight time pay in lieu of one or both of the administrative holidays. 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.

8.2 Saturday and Sunday Holidays

Except as provided in section 8.6, when any of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday. When any of the above holidays falls on Sunday, the following Monday shall be considered the holiday.

8.3 Work on a Holiday

Except as provided in section 8.6, any employee who is required to work on any of the holidays specified in Section 8.1 above shall, in addition to regular pay for such holiday, be paid one and one-half (1.5) times his/her regular rate of pay for all hours actually worked on such holiday.

8.4 Holiday During Vacation or Sick Leave

Except as provided in section 8.6, in the event any of the holidays specified in Section 8.1 above occurs while an employee is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

8.5 Holidays on a Regular Day Off

The forty (40)-hour work week employee shall be allowed a regular workday off during any pay period in which a holiday falls on the employee’s scheduled day off.

If the Fire Chief or designated representative determines that it is not feasible to grant such other workday off, the employee shall be paid for the holiday on the basis of time and one-half (1-1/2) but not to exceed eight (8) hours for any one (1) holiday.
8.6 Holiday In Lieu Compensation for Fifty-Six (56) Hour Work Week Fire Fighter/Engineer and Fire Captain

Each employee in the classifications of Fire Fighter/Engineer and Fire Captain assigned to a twenty-four (24) hour duty schedule shall be exempt from the provisions of Sections 8.1, 8.2, 8.3, 8.4 and 8.5 above, and shall receive no additional compensation in the form of pay or time off in the event the employee is required to work on any of the days set forth in Section 8.1.

In lieu of any holiday benefits, each employee shall receive compensation in the amount of eight percent (8%) of base salary payable on a bi-weekly basis. Fire Fighter/Engineers and Fire Captains who are in a no-pay status (e.g. on leave of absence or family medical leave) will receive holiday compensation on a prorated basis.

Fire Fighter/Engineers and Fire Captains temporarily assigned to a forty (40) hour work week shall continue to receive the Holiday in-lieu compensation instead of holiday time off. Employees who are required to or request time off on a holiday shall be required to use paid leave in accordance with City policies.

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

SECTION 9 - VACATIONS

9.1 All regular full-time employees shall be entitled to accrue vacation leave from the commencement of their employment with the City.

The times during the calendar year at which an employee shall take vacation shall be approved by the Fire Chief, or designated representative, with due regard to the wishes of the employee and particular regard to the need of the service. Each November, employees shall, on a form provided by the City, indicate their preference for vacation periods within the upcoming calendar year, in accordance with Section 9.6 of this MOU. The Department will post a final vacation schedule by January 1 of each year.

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

Employees shall accrue vacation at a rate (3.077 hours per pay period) that yields eighty (80) hours of vacation at the end of each year of service from the first
(1st) year through the fourth (4th) year of service. After completion of the fourth year of service, employees shall accrue vacation at a rate (4.615 hours per pay period) that yields one hundred twenty (120) hours of vacation at the end of each year through the ninth (9th) year of service. After completion of the ninth (9th) year of service, employees shall accrue vacation at a rate (6.154 hours per pay period) that yields one hundred sixty (160) hours of vacation per year through the fourteenth (14th) year of service. After completion of the fourteenth (14th) year of service, employees shall accrue vacation at a rate (6.923 hours per pay period) that yields one hundred eighty (180) hours of vacation per year through the nineteenth (19th) year of service. After completion of the nineteenth (19th) year of service, employees shall accrue vacation at a rate (7.692 hours per pay period) that yields two hundred (200) hours of vacation per year.

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

Employees shall accrue vacation at a rate (4.615 hours per pay period) that yields one hundred twenty (120) hours of vacation at the end of each year of service from the first (1st) year through the fourth (4th) year of service. After completion of the fourth (4th) year of service, employees shall accrue vacation at a rate (7.385 hours per pay period) that yields one hundred ninety-two (192) hours of vacation at the end of each year through the ninth (9th) year of service. After completion of the ninth (9th) year of service, employees shall accrue vacation at a rate (8.615 hours per pay period) that yields two hundred twenty-four (224) hours of vacation per year through the fourteenth (14th) year of service. After completion of the fourteenth (14th) year of service, employees shall accrue vacation at a rate (9.692 hours per pay period) that yields two hundred fifty-two (252) hours of vacation per year through the nineteenth (19th) year of service. After completion of the nineteenth (19th) year of service, employees shall accrue vacation at a rate (10.769 hours per pay period) that yields two hundred eighty (280) hours of vacation per year.

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

9.4 Vacation leave shall not be accumulated in excess of 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 to the 31st of December, except upon written authorization of the Personnel Officer or his/her designee.
9.5 Upon termination of employment, an employee shall be paid the cash value of any unused vacation leave which has accrued pursuant to MOU Section 9.2 and 9.3.

9.6 Vacation Scheduling

Vacation scheduling shall be memorialized in the most recently agreed upon Telestaff document.

Sign up will normally commence during the first two weeks in November for the following year. Sign up shall be according to seniority in rank on each shift. The senior Fire Captain and the senior Fire Fighter/Engineer will make their pick, then the second senior Fire Captain and the second senior Fire Fighter/Engineer will make their pick, etc., until all personnel on that shift have made their first pick. Subsequent rounds will be made in the same fashion. Each round must be completed before moving on to the next round.

Effective January 1, 2019, vacation selection hour increments will follow the rules mutually agreed upon by the membership and the command staff. If a vacation is requested and approved, the employee requesting the leave shall enter the leave into the Department’s automated scheduling software. The relief person will be paid the appropriate overtime, with approval.

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

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

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

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

9.7.1 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:

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

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

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

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

SECTION 10 – PERSONNEL FILES

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

At the request of the employee, a letter of reprimand may be removed from the employee's personnel file, at the discretion of the Fire Chief and the Personnel Officer, if the employee has not been subject to subsequent disciplinary action in which the minimum corrective action imposed is a letter of reprimand during the initial two-year period following the issuance of the letter of reprimand that the employee is requesting be removed from his/her file. Letters of reprimand which have been removed pursuant to this Section shall be sent to the employee.
SECTION 11 – PROBATIONARY PERIOD

11.1 New Employees

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

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

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

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

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

11.2 Promotional Probation

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

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

SECTION 12 – STATION BIDDING

The bidding procedure for 2014 shall continue during the term of the MOU, unless the parties mutually agree to modify the procedure.
SECTION 13 - PROMOTION

13.1 Examination

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

13.2 Eligible List

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

13.3 Promotional Appointment

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

13.4 Duration of Eligible List

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

13.5 Removal from Eligible List

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

13.6 Time Off for Examination

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

SECTION 14 - DISCIPLINE

14.1 Right of Discipline

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

14.2.1 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 below. The written response will be attached to the adverse comment.

14.2.2 Appeal Procedure for Punitive Action Other Than Suspension, Reduction in Pay, Demotion or Discharge

The following informal procedure will apply to employees (as defined by Government Code Section 3251) as to letters of reprimand, 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 ten (10) 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 Section 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 seven (7) 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/her choice.

4) **Decision:**

a) After the informal procedure, a decision will be submitted in writing within seven (7) calendar days of the hearing.

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

c) The decision will be served by first class mail, postage prepaid, upon the employee as well as his/her attorney or representative, will be accompanied by an affidavit or certificate of mailing, and will advise the employee that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure Section 1094.6.

14.2.3 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.
14.2.3.1 Notice of Intent to Discipline:

The employee will be provided a written notice of intent to discipline which will contain 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 seven (7) 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.

14.2.3.2 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.

14.2.3.3 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.

14.3 Appeals

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

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

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

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

**SECTION 15 – RESIGNATION AND REINSTATEMENT**

15.1 **Resignation**

An employee wishing to leave the service in good standing shall file with the Fire Chief a notice of intention to leave the service no less than fourteen (14) calendar days in advance. The written resignation shall state the effective date. The resignation shall be forwarded to the Human Resources Department with a statement by the Fire Chief as to the resigned employee’s service performance and other pertinent information concerning the cause of resignation.

15.2 **Reinstatement**

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

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

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

**SECTION 16 - LAYOFF**

16.1 **Order of Layoff**

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

16.2 Order of Rehire

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

16.3 Break in Service

Service with the City for the purpose of calculating seniority shall be terminated by discharge, resignation, retirement or layoff.

16.4 Benefits During Layoff

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

16.5 Length of Service

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

SECTION 17 - RETIREMENT

17.1 Retirement Plan

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

**Tier Two:** For employees hired on or after October 24, 2011, who do not qualify as "new members" under Government Code Section 7522.04(f), retirement benefits shall be those established by the Public Employees' Retirement System
(PERS) for Local Safety Members Three Percent (3%) at Age Fifty-Five (55) Formula.

**Tier Three:** For employees hired on or after January 1, 2013 and who meet the definition of "new member" as set forth in Government Code Section 7522.04(f) the City will provide the CalPERS two percent (2%) at age 50 increasing to two and seven-tenths percent (2.7%) at age 57 retirement formula in accordance with Government Code Section 7522.25(d), based on the average of three years of employment, in accordance with Government Code Section 7522.32.

### 17.2 Optional Provisions Added

Optional Public Agency Provisions under CalPERS shall also be provided as follows:

1. Effective April 1, 1969, 1959 Survivor Allowance as set forth in Article 6 of Chapter 9 of the Public Employees' Retirement Law (commencing with Section 21380 of the Government Code), which will provide the third tier of benefits.

2. Effective March 16, 1989, one (1) year highest compensation as authorized by Section 20024.2 of the Government Code for employees enrolled in Tier One retirement benefits. All other Tiers are at three (3) years average. Effective July 1, 2003, Pre-Retirement Optional Settlement 2 Death Benefits as authorized by Section 21548.

3. Fourth Level of 1959 Survivor Benefits as authorized in Section 21574.

### 17.3 Employee and Employer Contribution to Pension

The City shall pay the rate prescribed by PERS for employer contributions to the PERS in accordance with the rules and regulations governing such employer contributions, minus the employee cost share reflected herein.

Employees 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. Such employees shall contribute an additional seven percent (7%) of pensionable compensation toward the City's pension contribution in accordance with California Government Code Section 20516, for a total of sixteen percent (16%) of pensionable compensation. Three percent (3%) of the total seven percent (7%) listed above shall be cost sharing in accordance with Section 20516(a) of the California Government Code. The remaining four percent (4%) of the total seven percent (7%) listed above shall be cost sharing in accordance with Section 20516(f) of the Government Code.

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.
If, at any time, the Association withdraws agreement to contribute the pension contribution of seven percent (7%) under Government Code Section 20516, employee's base salary will be reduced by an equal amount.

17.4 414(h)(2) Internal Revenue Service Code

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

17.5 Disability Retirement

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

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

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

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

SECTION 18 - LEAVES

18.1 Sick Leave

18.1.1 Sick Leave Accrual

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

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

18.1.2 Sick Leave Usage

Except as provided in section 18.4 below (providing employees with paid leave in connection with an industrial disability) employees shall be eligible to use accrued sick leave benefits from the commencement of their employment with the City, up to a maximum of the hours accrued, for any of the following reasons:

- For the employee’s own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee’s family member, including:
  - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
  - Spouse or Registered Domestic Partner.
  - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
  - Grandparent.
  - Grandchild.
  - Sibling.

- 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.
o Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 o To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 o To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 o To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 o 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.

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

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

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

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

18.1.3 Charge for Sick Leave

Except as provided in section 18.1.1 (for shift employees temporarily assigned to a 40-hour work week), charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work.

18.1.4 Sick Leave in Excess of Accrual Cap

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

18.1.5 Credit for Unused Sick Leave

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

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

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

18.1.5.3 Upon retirement or death, an employee or an employee’s dependents shall be paid fifty percent (50%) of all of the employee’s accrued sick leave. Employees who die in the line of duty or whose death is determined to be directly attributable to injury or illness sustained while on duty shall be eligible to receive one-hundred percent (100%) of accrued unused sick leave. Payment of unused sick leave hours shall be made at the employee’s current hourly rate.
In the event of the death of an employee, such payments shall be made to the designated beneficiary filed with the Director of Finance, or, in the event no designated beneficiary has been chosen, the beneficiary listed in the unit member's life insurance policy will receive payment of such unused sick leave as provided under the provisions for the employee who elects to receive compensation in lieu of sick leave credits. Employees discharged shall not be eligible for payment of unused sick leave.

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

18.1.6 Procedures for Requesting and Approving Sick Leave

Employees are responsible for notifying the Battalion Chief’s office of any inability to report to duty prior to the commencement of their work shift. Shift employees shall notify the Battalion Chief’s office prior to 0700 hours on the day the employee is to be absent and shall enter the leave into the Department’s automated scheduling software. Non-shift employees shall notify their immediate supervisor by 0815 hours. Notification shall include the reason and the possible duration of the absence.

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

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

18.2 Limited Light Duty Work For An Injured Employee

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

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

18.2.3 For employees whose limited duty arrangement calls for less than the regular number of hours worked per payroll period, the hours actually worked will be shown as regular time on the time card, and the remaining hours (the difference between hours actually worked and hours normally scheduled) charged to the appropriate leave.

18.2.4 The duty limitations specified by the treating physician must be strictly adhered to when making work assignments.

18.2.5 Limited duty assignments should be such that there is minimum risk of further injury or aggravation.

18.2.6 If, part way through a pay period, an employee is assigned to a forty (40) hour work week schedule while on light duty or is returned to a shift schedule, the remainder of his or her scheduled work hours in the pay period when added to the number of hours already worked shall not exceed the number of hours in the employee's regular schedule for that period.

18.2.7 Limited duty shall not continue indefinitely.

18.3 **Light Duty Work During Pregnancy**

18.3.1 An employee who is pregnant shall have the following options:

18.3.2.1 A pregnant employee may work light duty (an assignment wherein the employee is not performing the essential functions of the job with or without accommodation) if her attending physician determines light duty to be appropriate, or if the employee so desires. If the attending physician recommends light duty the employee shall obtain a list of work restrictions from her physician. It is the employee's responsibility to insure that the work restrictions are obtained from the physician and returned promptly to the Personnel Officer.

18.3.2.2 The employee may work an alternate light duty schedule (i.e., a 40-hour week at 8-hours per day or 10-hours per day). During this alternative assignment the employee shall be entitled to a one-hour lunch during her work hours. Additionally, the employee shall be allowed to
participate in a one-hour workout during her work hours as specified in the Department Policy Manual.

18.3.3 During light duty, the employee may use earned leave time for any doctor’s appointments, or may flex their work hours to accommodate doctor appointments and Department needs, subject to mutual agreement by the employee and the Fire Chief. Flexing work hours shall not result in overtime.

18.3.4 Employee will not lose seniority or permanent station assignments due to light duty assignment.

18.3.5 Employees eligible to take a promotional exam will be allowed to participate in the examination, provided the employee’s physician certifies in writing that the employee is physically capable of participating in the exam process. The Department will not be responsible for conducting any additional exams in order to accommodate employees who are unable to participate in the process.

18.3.6 During the course of pregnancy, civilian attire will be allowed in the event that pregnancy precludes fit or comfort of uniform.

18.3.7 An employee on light duty will be permitted to attend training, provided that the requirements of such training are within the employee’s work restrictions.

18.3.8 Employee shall return to full duty upon receipt of a physician’s statement certifying that the employee is medically qualified to assume regular duties and responsibilities. If the physician’s statement does not release the employee to regular duties but will allow light duty, the employee shall be offered light duty until her physician releases her to full duty status. Light duty shall not continue indefinitely.

18.3.9 Employees who want to provide parental care to newborn infants or to care for an adoptive or foster child placed in the employee’s home in the last twelve (12) months may do so in accordance with the Department’s Parental Leave Provisions.

18.4 Industrial Disability Leave

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

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

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

18.5 Military Leave

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

18.6 Leave of Absence Without Pay

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

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

18.7 Jury Duty and Personal Court Appearances

Jury Duty and appearances in court and administrative proceedings (other than appearances on behalf of the City and in accordance with official duties) shall be handled in accordance with City Administrative Policy in effect as of the date of this agreement, and as subsequently amended subject to notice to the
Association and the opportunity to meet and confer where required by law. Any employee whose name shall be selected from the list of trial jurors to serve as juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal Court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts, shall receive pay for the time such service requires his/her absence from work; provided, however, that the City may require proof of the time such service was required and any monies received from jury duty served during scheduled work shifts shall be turned into the City; provided, further, that the employee shall report to work if released from jury service prior to 5:00 P.M. and does not have to report for jury service the following day. An employee required to serve as a juror shall not have his/her regular starting or quitting time changed as a result of being called for jury service.

18.8 Pregnancy Leave of Absence Without Pay

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

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

18.8.2.1 An employee who is pregnant and seeks leave under this provision shall report her condition to her immediate supervisor, the Shift Battalion Chief or Personnel Officer.

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

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

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

18.8.3 Following the pregnancy leave of absence, the employee shall be returned to her original position. If that position has been eliminated, applicable layoff and reemployment rules shall apply.

18.8.4 A pregnancy leave, absent physical disability, is granted without pay for the duration of leave. Employees may use paid leave accruals in accordance with City policy, as periodically amended. The employee may elect to continue medical and dental insurance coverage for up to one (1) year during this leave. For the period the worker is on approved, unpaid, non-statutory leave, coverage will be at her own expense.

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

18.9 Parental Leave of Absence Without Pay

Parental leave of absence 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 the employee's 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.

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

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. 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 will be at the employee’s own expense.

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

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

18.10 Leave for Pregnancy Disability

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

18.11 Funeral Leave

For fifty-six (56) hour employees, in the event of a death in the immediate family of an employee who has one (1) or more years of seniority with the City, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed two (2) scheduled duty shifts.

For forty (40) hour employees, 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.

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

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

18.12 Leave for Union Business

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

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

18.13 Absence Without Leave

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

18.14 Family and Medical Leave Act

Employees are entitled to leave in accordance with the California Family Rights Act of 1991 the Family Medical Leave Act 1993 and City Policy, in effect as of the date of this agreement, and as subsequently amended subject to notice to the Association and the opportunity to meet and confer where required by law.

18.15 Integration with Long Term Disability Plan

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

18.16 Outside Schooling

Effective the first pay period following ratification and City Council approval of this 2019 successor MOU between the parties, all employees represented by the bargaining unit will be permitted to take up to thirty-six (36) hours per fiscal year of leave to attend job-related classes, subject to employee request and advance approval of classes and leave time by the Fire Chief. The hours taken per employee may be taken in blocks of less than twenty-four (24) hours.

Upon request from the employee, the Training Officer may approve an additional twelve (12) hours of outside schooling leave within a fiscal year.

SECTION 19 – HEALTH AND CAFETERIA PLAN

19.1 Health and Cafeteria Plan

19.1.1 The City contracts with The California Public Employee’s Retirement System (CalPERS) for participation under the Public Employees
Medical and Hospital Care Act (PEMHCA) (Government Code Section 22750, et seq.), for the purpose of providing medical insurance benefits for employees.

19.1.2 The City's maximum monthly contribution for each eligible, active employee (as referenced in Government Code 22892) for the purchase of medical insurance will be equal to the minimum monthly employer contribution required under PEMHCA adjusted annually by the CalPERS board to reflect any change to the medical care component of the Consumer Price Index.

19.1.3 The health benefit plans offered shall be those of CalPERS provided however, upon the request of the City or Union, the parties will re-open this Article 19.1 to meet and confer on modifying 19.1 to provide a different group health plan. It is understood that any change from the group health plans offered by CalPERS will only be made by mutual agreement between the City of Redwood City and the International Association of Fire Fighters Local 2400.

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

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

19.1.6 Cafeteria Plan:

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 Health Care Reimbursement
19.1.7 City Contribution:

The City’s contribution to the Cafeteria Plan for full time employees will be:

A. A maximum of ninety percent (90%) of actual cost of medical coverage, up to a maximum of ninety percent (90%) of the Bay Area Kaiser family rate.

19.1.8 For part-time employees working twenty (20) or more hours per week covered by this MOU, the City’s contribution to the Cafeteria plan for the employee shall be prorated based on the percentage of full time equivalent status.

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

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

During the term of the MOU, representatives of the City and IAFF shall meet to discuss potential changes to the IDR retiree health benefit provided in Section 19.1.10 of the MOU for current active employees and new hires in order to ensure the sustainability of the benefit. As part of this IDR Retiree Health discussion, the parties will discuss potential City and employee contributions to a Retirement Health Savings Account. Also, as part of the IDR Retiree Health discussion, the City will discuss the potential for earning sick leave above the current cap for the purpose of service credit at retirement.

19.1.11 Employees have the option to opt out of City health coverage. All employees who opt out of City-provided health insurance may receive two hundred dollars ($200) per month in lieu of such insurance, if the employee provides proof of alternative minimum essential coverage for the employee and employee’s tax family (not individual coverage, nor individual coverage from Covered California). Such proof must include, at minimum, an attestation signed by the employee, affirming that all individuals in the employee’s tax family have the required alternative minimum essential coverage. Proof of alternative minimum essential coverage and the corresponding attestation must be provided to the City in every plan year during the open enrollment period. No cash payment will be provided if the City knows or has reason to know that the employee or employee’s tax family does not have alternative minimum essential coverage.
19.2 **Retiree Health Benefits**

For employees who have ten (10) years of service with Redwood City and retire under the City’s retirement plan 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 January 1, 2019, 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 January 1, 2019 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 January 1, 2019, 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 January 1, 2019, 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 Retiree Health Tier 2 retirees 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 to not 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.
19.3 Dental Insurance

The City shall continue to provide to eligible employees and dependents dental insurance through the Delta Dental program, through the term of this agreement to include coverages as follows: $2,000 annual cap for basic coverage and $2,500 lifetime cap for orthodonture. During the term of the agreement, the City agrees to study potential changes to dental insurance and to discuss potential changes with the affected labor groups. Any changes agreed to by the parties shall apply in the 2021 successor MOU. During this process, the City agrees to survey dental plans from other agencies and to ensure that employees represented by the bargaining unit will receive a dental benefit during the 2021 MOU that is at least median with comparable agencies' dental benefits (including dental and ortho caps).

19.4 Savings Clause

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

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

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

The City shall provide to eligible employees basic life insurance coverage of two thousand dollars ($2,000), and Accidental Death and Dismemberment (ADD) coverage of fifteen thousand dollars ($15,000), with the City paying one hundred percent (100%) of the premium.

The City shall continue to offer to eligible employees additional life insurance equal to one and one-half (1.5) times the employee’s annual salary, at a 60/40 premium contribution split between the City and the employee respectively.

19.6 **Vision Care**

The City shall continue to contract with Vision Service Plan (VSP) or a comparable vision care provider to provide Vision Care Plan B benefits for I.A.F.F. employees and their dependents. The Vision Service Plan B provides for an exam every 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.

19.7 **Long Term Disability Insurance**

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

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

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

**SECTION 21 - SAFETY**

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

21.2 As required by the National Fire Protection Association (N.F.P.A.) sections 1500; 5-3,9; and 1404; 4-2,3, and the Code of Federal Regulations (CFR)/title 8/514D, the employer shall not permit respirators with tight fitting face pieces to be worn by employees who have facial hair that comes between the sealing surface of the face piece and the face or that interferes with valve function, or any condition that interferes with the face to face piece seal or valve function. Therefore,
mustaches, or other facial hair, are not to interfere with the seal or valve function of a face mask.

21.3 Each employee covered by this MOU agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of, or who is a witness to, an accident shall, if requested, give full and truthful testimony as to same.

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

SECTION 22 – GRIEVANCE PROCEDURE

22.1 "Grievance" Defined

A grievance shall be defined as any dispute arising during the term of the MOU which involves the interpretation or application of any provision of this MOU during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this MOU. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the grievance procedure. Performance evaluation shall not be subject to the grievance procedure. Complaints of harassment, discrimination, and retaliation based on protected class or activity shall 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.

22.2 Grievance Level I - Initial Discussions

Any employee who believes that he/she has a grievance shall present his/her complaint to the top management official in the department in which he/she works, or with such subordinate management official as the department head may designate. The grievance must be presented within fifteen (15) calendar days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. If the issue is not resolved within the department, or if the employee elects to submit his/her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he/she is assigned, the procedures hereafter specified may be invoked.

22.3 Grievance Level II - Referral to Personnel Officer

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

If the grievance is filed directly at Level II and was not heard at Level I (above),
this Level II written grievance notice must be received by the Personnel Officer
and the Department Head within fifteen (15) calendar days after the grievant
knew or reasonably should have known of the circumstances which form the
basis for the grievance.

If the grievance was first heard at Level I, and the grievant wishes to pursue the
matter, the Level II Grievance must be received by the Personnel Officer within
fifteen (15) calendar days of the decision by the management official (or
designee) at Level I.

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

22.4 **Grievance Level III - Arbitration**

Either the Union or the City may require that the grievance be referred to an
impartial Arbitrator, who shall be designated by mutual agreement between the
Union and the City Manager. A written referral for arbitration shall be submitted
by the requesting party to the other party within fifteen (15) calendar days of
issuance of the Personnel Officer's decision under Level II.

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

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

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

Proposals to add to or change this MOU or written agreements or addenda
supplementary hereto, shall not be arbitrable and no proposal to modify, amend
or terminate this MOU nor any matter or subject arising out of or in connection
with such proposal, may be referred for arbitration under this Section; and
neither shall any Arbitrator have the power to amend or modify this MOU or
written agreements or addenda supplementary hereto or to establish any new
terms or conditions of employment.
No changes in the MOU or interpretation thereof (except interpretation resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

22.5 Disciplinary Actions

No grievance involving the discharge or suspension of an employee will be entertained unless it is filed in writing with the Personnel Officer within fifteen (15) calendar days from the date of the discharge. "Work" days shall be defined by Section 14.2.

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

22.6 Pay Claims

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

22.7 Right of Regular Employee

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

22.8 Time

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

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

SECTION 23 – OUTSIDE EMPLOYMENT

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

No emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City.
SECTION 24 – RESIDENCE REQUIREMENT

There shall be no residence requirement.

SECTION 25 – GENERAL PROVISIONS

25.1 Damaged or Lost Property

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

25.2 Release of Information

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

25.3 Grooming

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

25.4 Employee Personal Locker

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

25.5 Smoking or Chewing of Tobacco Products

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

25.6 Garnishments

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

25.7 Shift Trades

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

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

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

25.8 Routine Work Assignments

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

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

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

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

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

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

25.9 Common Mess

All station meals will be conducted under a common mess with contributions by each employee on a shift, even if the employee chooses not to eat the meal.

SECTION 26 – APPARATUS STAFFING

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

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

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

SECTION 27 – PHYSICAL FITNESS PROGRAM

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

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

SECTION 28 – DRUG-FREE FIRE PROTECTION SERVICES

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

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

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

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

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

**SECTION 29 – SEPARABILITY OF PROVISIONS**

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

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.
SECTION 30 – TERM OF AGREEMENT

The Memorandum of Understanding entered into on the 25th day of March 2019, and the amendments to the rules and regulations and salary ordinance provisions enacted pursuant thereto; and, as reflected in this Memorandum of Understanding, shall remain in effect for those employees employed in those classifications which comprise the Fire bargaining unit for the period of January 1, 2019, to and including June 30, 2021.

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

By ______________________
Terry Cordon, IAFF President

By ______________________
Marta Barker, IAFF

By ______________________
Jason Fox, IAFF

By ______________________
Andrew Hamer, IAFF

By ______________________
Julie Gardner, IAFF

By ______________________
David H. Swim, D.P.A., IAFF Chief Negotiator

Approved By ______________________
John Wurdinger, President,
San Mateo Local 2400

CITY OF REDWOOD CITY

By ______________________
Melissa Stevenson Diaz, City Manager
EXHIBIT A-1
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 2400
PROPOSED SALARY RANGES
3% COLA EFFECTIVE JANUARY 7, 2019

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# EXHIBIT A-2

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 2400**

**PROPOSED SALARY RANGES**

**3% COLA EFFECTIVE JANUARY 6, 2020**

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## EXHIBIT A-3
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 2400
PROPOSED SALARY RANGES
EFFECTIVE JANUARY 4, 2021

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SIDE LETTER BETWEEN CITY OF REDWOOD CITY AND
REDWOOD CITY INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
March 25, 2019

This side letter is by and between City of Redwood City ("City") and Redwood City International Association of Fire Fighters Local 2400 ("Union") (collectively referred to as the "parties").

WHEREAS, the City and Union reached tentative agreement over a successor Memorandum of Understanding (MOU) effective February 8, 2019 (subsequently revised on March 4, 2019);

WHEREAS, the parties acknowledge the following verbal understanding from the bargaining table;

NOW THEREFORE, the parties hereby agree to the following:

1. The parties amended Section 7.5.2 in the 2019-2021 MOU as follows:

   7.5.2 Compensatory Time

       Upon request, employees shall be compensated for such—overtime in compensatory time off. An employee’s compensatory time off (CTO) balance shall not exceed seventy-two (72) hours at any given time. CTO shall not be earned for work performed that is reimbursable by the State or Federal government, including backfilling for employees on strike teams. Effective May 31, 2020, the parties shall reopen on the issue of CTO.

2. The parties agree that between the date of the parties’ agreement and the reopener on CTO referenced in Section 7.5.2 of the MOU, there will be no hiring rule changes.

FOR THE CITY

[Signature]

Date: 9-27-19

FOR THE UNION

[Signature]

Date: 9/27/19

9-27-19
SIDE LETTER AGREEMENT
Between
City of Redwood City and
San Mateo County Fire Fighters (International Association of Fire Fighters Local 2400)

This Side Letter Agreement is entered into by and between the City of Redwood City ("City") and the San Mateo County Firefighters Association (International Association of Fire Fighters Local 2400) ("Association").

WHEREAS, in 2018 negotiations for a successor Memorandum of Understanding (MOU), existing MOU language regarding Tier 3 pension cost share was inadvertently removed from the MOU, contrary to the intention of the parties;

WHEREAS, the intent of the parties is that employees in Tier 3 retirement (PEPRA) employees, will continue the cost share described in the 2014 MOU;

NOW THEREFORE, by this side letter, the parties agree to modify MOU Section “17.3 Employee and Employer Contribution to Pension” as follows:

SECTION 17 - RETIREMENT

17.3 Employee and Employer Contribution to Pension

The City shall pay the rate prescribed by PERS for employer contributions to the PERS in accordance with the rules and regulations governing such employer contributions, minus the employee cost share reflected herein.

Employees 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. Such employees shall contribute an additional seven percent (7%) of pensionable compensation toward the City’s pension contribution in accordance with California Government Code Section 20516, for a total of sixteen percent (16%) of pensionable compensation. Three percent (3%) of the total seven percent (7%) listed above shall be cost sharing in accordance with Section 20516(a) of the California Government Code. The remaining four percent (4%) of the total seven percent (7%) listed above shall be cost sharing in accordance with Section 20516(f) of the Government Code.

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. In addition, employees in Tier 3 shall contribute an additional four percent (4%) of pensionable compensation toward the City’s pension contribution in accordance with California Government Code Section 20516(f).

If, at any time, the Association withdraws agreement to contribute the pension contribution of seven percent (7%) under Government Code Section 20516, employee’s base salary will be reduced by an equal amount.

City of Redwood City:  

IAFF:

Dated: 9-27-19  

Dated: 9-27-19
SIDE LETTER BETWEEN CITY OF REDWOOD CITY AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 2400
RE: EDUCATION INCENTIVE PAY

The City of Redwood City ("City") and San Mateo County Fire Fighters, International Association of Fire Fighters Local 2400 ("Association") (collectively referred to as the "parties") hereby tentatively agree to the following side letter, subject to Association ratification and City Council adoption.

WHEREAS, in 2018-19 negotiations for a successor Memorandum of Understanding (MOU), the parties agreed to temporarily suspend Educational Incentive Pay for newly eligible employees pending the Education Incentive Committee process;

WHEREAS, the City and Association have met and conferred in good faith, and reached tentative agreement over modifications to Education Incentive Pay;

NOW THEREFORE, by this side letter, the parties agree to modify MOU Section "7.12 Educational Incentive" by replacing the existing MOU Section 7.12 with the following:

SECTION 7 – PAY

7.12 Education Incentive Pay

Education Incentive pay provided in this Section 7.12 shall be considered wages for the purposes of computing overtime, holiday pay, and CalPERS retirement benefits in accordance with CalPERS regulations.

Employees must earn all qualifying college credits at an accredited college or university, including specified credits in the field of Fire Science.

Education Incentive Pay will be effective the first pay period following submission of the applicable, official records of completion to the Personnel Officer. Official records of completion shall consist of the official transcript of study for the college credit requirement, diplomas for degree requirements, and State Fire Training certificates for certification requirements. For the purpose of Section 7.12.3, "successful completion" of a State Fire Training certificate shall be defined as:

1. Receipt of the California State Fire Training certificate, or
2. Completion of the coursework required for the certification, and completion of as much of the certification task book as possible at the employee’s current rank, subject to the approval of the Redwood City Fire Department Training Officer.

For the purposes of this Section 7.12, an accredited college or university means an institution accredited as a community or junior college, or accredited as a senior college or university with the Western Association of Schools and Colleges and/or an accrediting organization recognized by the Council for Higher Education Accreditation (CHEA).

The maximum Education Incentive Pay available under this Section 7.12 is the equivalent of five percent (5%) of Base Pay.

In accordance with the 2019 MOU between the parties, effective the first pay period following City Council adoption of this Side Letter, Education Incentive pay that was temporarily...
suspended shall resume prospectively for employees under the new terms agreed to by the parties.

Effective the first full pay period following City Council approval of this side letter, Education Incentive Pay shall be paid as follows:

7.12.1 College Credits:
A. Employees in the classifications of Firefighter/Engineer and Fire Captain hired by the City prior to January 1, 2019, who have successfully completed thirty (30) college credits, twenty-four (24) of which are in Fire Science and six (6) in Related Electives, including Emergency Medical Training, will receive the equivalent of two and one-half percent (2.5%) Base Pay.

Employees may not simultaneously receive Education Incentive Pay under this Section 7.12.1(A), and two and one-half percent (2.5%) Education Incentive Pay for an Associate of Science (A.S.) or Associate of Arts (A.A) degree under Section 7.12.2(A).

B. Employees in the classifications of Firefighter/Engineer and Fire Captain hired by the City prior to January 1, 2019, who have successfully completed sixty (60) college credits, twenty-four (24) of which are in Fire Science, including Emergency Medical Training, will receive an additional equivalent of two and one-half percent (2.5%) Base Pay, for a total of five percent (5%).

7.12.2 College Degrees:
A. All employees, regardless of hire date, who have successfully completed an Associate of Science (A.S.) or Associate of Arts (A.A.) Degree from or accepted by an accredited college or university, will receive the equivalent of two and one-half percent (2.5%) Base Pay. Employees with multiple AS/AA degrees may not receive more than two and one-half percent (2.5%) at this level.

B. All employees, regardless of hire date, who have successfully completed a Bachelor of Science (B.S.) or Bachelor of Arts (B.A.) Degree from or accepted by an accredited college or university, will receive an equivalent of five percent (5%) Base Pay.

7.12.3 State Fire Training Certifications: Employees shall be eligible for Education Incentive Pay for specified State Fire Training certifications as follows:

A. Employees in the classification of Firefighter/Engineer who are hired by the City on or after January 1, 2019, and who have successfully completed the California State Fire Training Company Officer Certification (i.e., completion of the coursework required for the certification, and completion of as much of the certification task book as possible at the employee’s current rank, subject to the approval of the
SIDE LETTER BETWEEN CITY OF REDWOOD CITY AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 2400
RE: EDUCATION INCENTIVE PAY

Redwood City Fire Department Training Officer) shall receive one hundred twenty-nine dollars ($129) of Education Incentive Pay per month.

B. Employees in the classification of Firefighter/Engineer who are hired by the City on or after January 1, 2019, and who have successfully completed the California State Fire Training Chief Fire Officer Certification (i.e., completion of the coursework required for the certification, and completion of as much of the certification task book as possible at the employee’s current rank, subject to the approval of the Redwood City Fire Department Training Officer) shall receive one hundred twenty-nine dollars ($129) of Education Incentive Pay per month.

C. Employees in the classification of Fire Captain who are hired by the City on or after January 1, 2019, and who have successfully completed the California State Fire Training Chief Fire Officer Certification (i.e., completion of the coursework required for the certification, and completion of as much of the certification task book as possible at the employee’s current rank, subject to the approval of the Redwood City Fire Department Training Officer) shall receive one hundred sixty dollars ($160) of Education Incentive Pay per month.

D. Employees in the classification of Fire Captain who are hired by the City on or after January 1, 2019, and who have successfully completed the California State Fire Training Executive Chief Fire Officer Certification (i.e., completion of the coursework required for the certification, and completion of as much of the certification task book as possible at the employee’s current rank, subject to the approval of the Redwood City Fire Department Training Officer) shall receive one hundred sixty dollars ($160) of Education Incentive Pay per month.

E. Employees, regardless of hire date, in the classification of Fire Prevention Officer, who have successfully completed any of the following California State Fire Training Certifications (i.e., completion of the coursework required for the certification, and completion of as much of the certification task book as possible at the employee’s current rank, subject to the approval of the Redwood City Fire Department Training Officer) shall, upon approval of the Training Officer, receive one hundred forty-five dollars ($145) of Education Incentive Pay per month per certification, not to exceed a total of two hundred ninety dollars ($290) per month for all certifications:

1. Fire Inspector I
2. Fire Inspector II
3. Plan Examiner
4. Fire Investigator
5. Community Risk Educator
SIDE LETTER BETWEEN CITY OF REDWOOD CITY AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 2400
RE: EDUCATION INCENTIVE PAY

6. Community Risk Specialist
7. Community Risk Officer

F. Employees, regardless of hire date, in the classification of Deputy Fire Marshall who have successfully completed any of the following California State Fire Training Certifications (i.e., completion of the coursework required for the certification, and completion of as much of the certification task book as possible at the employee’s current rank, subject to the approval of the Redwood City Fire Department Training Officer) shall, upon approval of the Training Officer, receive one hundred seventy dollars ($170) of Education Incentive Pay per month per certification, not to exceed a total of three hundred forty dollars ($340) per month for all certifications:
1. Fire Inspector I
2. Fire Inspector II
3. Plan Examiner
4. Fire Marshall
5. Fire Investigator
6. Community Risk Educator
7. Community Risk Specialist
8. Community Risk Officer

Upon negotiation of a successor MOU in 2021, the parties agree to incorporate this side letter into the successor MOU, unless otherwise agreed to or amended by the parties, at which point this side letter shall be eliminated.

City of Redwood City:

[Signature]
Dated: 11/26/19

IAFF:

[Signature]
Dated: 11-25-2019