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The International Association of Fire Fighters, Local 1974, AFL-CIO-CLC, and representatives of the Livermore-Pleasanton Fire Department Joint Powers Authority, hereinafter the "Authority" have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Section 1, and have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500, et. seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Livermore-Pleasanton Fire Department Joint Powers Authority governing board as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing August 1, 2001 and ending July 31, 2007.

Section 1. Recognition

Local 1974, of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the "Union," is the formally recognized employee organization for the Fire Employees Unit comprised of the classifications of Firefighter, Fire Engineer, Fire Captain, Fire Inspector, Hazardous Materials Coordinator and Hazardous Materials Inspector certified pursuant to the Employer-Employee Relations Procedures & Resolution No. 97-1 adopted by the Livermore-Pleasanton Fire Department Joint Powers Authority on 11/21/97.

Section 2. Union Security

2.1 Dues Deduction

Upon receipt of a written assignment and authorization signed by the employee, the Department agrees to deduct from an employee's paycheck an amount which will total the dues uniformly required for membership in the Union. The Livermore-Pleasanton Fire Department shall remit the amount so deducted to the officer designated in writing by the President of the Union as the person authorized to receive such funds.

The President of the Union shall notify the Livermore-Pleasanton Fire Department Fire Chief in writing as to the amount of such dues uniformly required of all members of the Union.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues checkoff authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over union dues. In addition, in order to meet certain accounting

deadlines, all payroll changes connected with the deduction of said union dues must be made by the fifteenth (15) of the preceding month.

The Union shall indemnify, defend, and hold the Livermore-Pleasanton Fire Department Joint Powers Authority harmless against any and all claims, demands, suits, proceedings or court orders, or any other liability that may arise out of or by reason of action taken or not taken by the Livermore-Pleasanton Fire Department for the purpose of complying with any of the provisions of this check-off agreement. In addition, the Union shall refund to the Livermore-Pleasanton Fire Department any amounts paid to it in error upon presentation of supporting evidence.

2.2 Communication with Employees

Any representative of the Union shall give notice to the Fire Chief when contacting Livermore-Pleasanton Fire Department employees during the duty period of the employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the off-duty hours of all employees concerned. Prearrangement for routine contact may be made by agreement between the Union and the Fire Chief and when made shall continue until revoked.

2.3 Bulletin Boards

The Livermore-Pleasanton Fire Department shall provide suitable space for bulletin boards in the fire stations. 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.

2.4 Meetings

- A. The Union President may, with the prior approval of the Fire Chief, or designated representative, be granted the use of Fire Department facilities for meetings of employees in this unit provided that:
 - 1. Requests be made in advance.
 - 2. Such meetings do not conflict with other Fire Department activities.
 - 3. Attendance of on-duty employees at such meetings may occur only after 1700 hours and only when not required to perform assigned work.
 - 4. Such meetings shall not involve excessive or unnecessary Station transfers or result in financial responsibility for the Department.

- B. Regularly Scheduled Monthly Membership Meetings.
 - 1. Union meetings may be held in a Fire Station during the first week of each month.
 - 2. Union meetings are to start after 1700 hours.
 - 3. Union meetings shall not interfere with regularly scheduled duties or emergency response.
 - 4. On-duty crews may attend Union Meetings, as long as no first-due districts are left empty, or by approval of the Fire Chief.

2.5 Advance Notice

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation relating to matters within the scope of representation as adopted by the Livermore-Pleasanton Fire Department and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

The Department will provide reasonable written notice and afford this bargaining unit the opportunity to meet and confer in good faith regarding the addition to or changes in Personnel Rules and Regulations, other policies, or departmental policies such as Emergency Orders and General Orders, when such changes are within the scope of bargaining pursuant to the Meyers-Milias-Brown Act.

Section 3. No Discrimination

The Fire Department, the Union, nor any person employed by them shall harass or discriminate against any employee, or applicant for employment because of race, color, religion, sex, national origin, age, medical condition, pregnancy, marital condition, disability, or sexual preference. Furthermore, the Fire Department shall not discriminate against any employee because of legitimate employee organization activities.

Employee claims of discrimination shall be filed and investigated through the complaint process set forth in the Fire Department's harassment policy.

Section 4. Union Representatives

Department employees who are official 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 are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of Department services as determined by the Department. Such employee representatives shall submit requests for excused absences to the Fire Chief. The Union shall submit a list of the officers of the Union to the Fire Chief in writing at such time there are any changes in such Union officers.

Section 5. Salaries

5.1 Rates of Pay

The salary ranges for all employees as set forth in Appendix A represent, for each classification, the standard rate of pay for full-time employment and represent the total compensation due employees, except for overtime compensation and other benefits specifically provided by the Department as outlined in this Memorandum of Understanding.

Effective the first pay period after August 1, 2001, the salary ranges of all classifications represented by the Union shall be increased five percent (5%).

Effective the first pay period after August 1, 2002, the salary ranges of all classifications represented by the Union shall be increased five percent (5%).

Effective the first pay period after August 1, 2003, the salary ranges of all classifications represented by the Union shall be increased five percent (5%).

Effective the first pay period after August 1, 2004, the salary ranges of all classifications represented by the Union shall be increased five percent (5%).

Effective the first pay period after August 1, 2005, the salary ranges of all classifications represented by the Union shall be increased four percent (4%).

Effective the first pay period after August 1, 2006, the salary ranges of all classifications represented by the Union shall be increased four percent (4%).

5.2 Entrance Salary

The entrance salary and benefits for a new employee entering the Department service shall be the minimum salary for the class to which he/she is appointed. When circumstances warrant, the Fire Chief may authorize original appointment or reinstatement at other than the minimum rate.

5.3 Conversion of Pay Rates

Any monthly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the Fire Chief, such a conversion is advisable. In determining the equivalent amounts on different time basis, the Fire Chief shall provide tables for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

5.4 Salary Advancement

The Livermore-Pleasanton Fire Department will utilize the Career Development Guide Program.

5.5 Salary Step When Salary Range Increases

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range corresponding to the step held by him/her in the previous range.

5.6 Acting Engineer and Acting Officer Compensation

A. When an employee is assigned to act in a classification with a higher salary range, that employee's acting rate of pay shall be established as follows:

The pay rate for an employee, who has passed the promotional examination and is on an active eligible list for the “acting” assignment classification, will be the same as if the employee had been promoted.

- B. An employee who is serving in an acting assignment and who performs overtime work during the time worked in the acting assignment, will receive pay for such overtime work at a rate of one and one-half (1.5) times the compensation received for the acting assignment.

5.7 Promotional Pay Increase

The promotional pay increase for any successful candidate for promotion shall be made in conformance with the Career Development Salary Schedule. Advancement through the Department's Career Development Salary Schedule is contingent upon successfully completing the applicable career development steps. (See Livermore-Pleasanton Fire Department Career Development Guide Program).

5.8 Acting Fire Marshal Compensation

If the Fire Marshal or Assistant Fire Marshal are unavailable for normal management duties for more than five consecutive full work days, one Fire Inspector or Hazardous Materials Coordinator will be designated Acting Fire Marshal. For performing the additional duties of supervision and coordination, the Acting Fire Marshal will receive Acting Pay of 5% of their current base hourly wage for each hour worked as Acting Fire Marshal. Acting Pay shall start with the first day of the Fire Marshal’s absence that exceeded five consecutive workdays.

5.9 Cumulative Incentive Allowance Limitation

There will be a cap of 12.5% for all incentive allowance categories over and above base salary. This includes but is not limited to: acting pay, paramedic pay, hazardous materials team pay, educational incentive pay, and EMT pay. This cap applies for all hours worked in a pay period, a month or annually.

Section 6. Hours of Work, Shift & Station Assignments

6.1 Work Schedules

The regular workweek for non-shift employees shall consist of forty (40) hours. Such hours are flexibly scheduled. The regular workweek for employees in the classification of Firefighter, Fire Engineer, and Fire Captain shall be an average fifty-six (56) hours. The work schedule shall consist of nine (9) twenty-four (24) hour on-duty periods within a twenty-seven (27) day cycle to be worked in accordance with the following chart:

X = 24 hour on-duty period
O = 24 hour off-duty period
XOXOXOOOXXOXOXOOOXXOXOXOOO

These schedules shall provide, however, that the Fire Chief may from time to time assign personnel to other than their regular duty periods or schedules for temporary periods of time.

The parties have agreed to the 27-day FLSA duty cycle as currently administered by Pleasanton.

By January 1, 2002, the parties will have concluded an examination of the 2x4 (48/96) work schedule.

6.1.1 Work Schedule for Fire Prevention Personnel

The normal work schedule for Local 1974 represented fire prevention positions is a Monday through Friday, 40 hour work week consisting of five consecutive eight hour days or 80 hours in a pay period. This is the same basic schedule used by the partner cities for normal office hour positions. The City payroll departments will determine the “work period” to be used under FLSA. Holidays will be per the holiday schedule elsewhere in the MOU.

6.1.2 Alternative Work Schedules for Fire Prevention Personnel

The partner cities and the LPFD can offer City employees including Fire Prevention personnel, alternative work schedules. Such work schedules may be a “9/80”, “4/9/4”, “4/10” or flexible start and stop times. Alternative work schedules can only be offered under three conditions:

- A. Any such schedule must meet all City and representative payroll department policies in place.
- B. Any such schedule can only be approved if it does not negatively impact Fire Prevention Bureau customer service. As currently allowed under both partner city’s City Manager regulations, customer service impacts and alternative work schedule approval is by final determination of the Fire Chief as Department Head.
- C. In small work units such as Fire Prevention, the Fire Chief will make alternative work schedules available equally to all Local 1974 represented personnel. If that cannot be done, or if one team member protests the impacts of some personnel having alternative work schedules, the Fire Chief will rotate the availability of alternative work schedules by seniority, per city payroll policy, or cancel their use all together.

6.2 Exchanges of On-Duty Time

Exchanges of on-duty time shall be permitted between employees of the same rank. Paramedics may trade with non-paramedic personnel if such trade does not drop the department below paramedic minimum staffing as stated in the MOU. Except as approved by the Fire Chief as provided under **Section 16.6** exchanges of on-duty time shall not be permitted to substitute for, extend, or supplement sick leave, long-term disability or worker's compensation benefits. There shall be no limit to the number of exchanges per month. The employees involved in the exchange shall make arrangements for the pay back of time.

Employees, who are working on-duty as part of an exchange of time, are not considered on the payroll for hours worked purposes under the FLSA. If the employee who assumes responsibility for working an

exchange of on-duty time fails to report for duty, he/she will be charged vacation time equivalent to the time he/she agreed to work.

6.3 Shift and Station Assignments

Assignment to a specific shift and/or station shall be made through the bid system. Bids shall be made in descending order of rank beginning with the rank of captain. Within each rank, bids shall be made by seniority. Shift and/or station openings shall be posted on all station bulletin boards and filled through the bidding procedure described in this paragraph.

Station bidding shall be on a rank for rank basis, in descending order of rank seniority.

A "Mutual" is an agreement between two individuals of the same rank to trade Station and/or shift assignments for a certain amount of time. Mutuals can be between individuals on the same shift or on different shifts. The individuals involved may set the time frame of the "Mutual", however if the "Mutual" is for more than one year, both parties gain ownership of their Station assignments. Both individuals must physically be able to meet their assigned Station requirements, i.e., if one of the individuals is unable to return to work within the first one-year period due to any reason, the "Mutual" is considered null and void. Individuals must be qualified for the position of the person they are requesting the "Mutual" with. If the "Mutual" is for less than one year, both individuals will return to the original Station assignments they started from.

Employees assigned as paramedics may only change assignments with other employees assigned as paramedics. Mutuals shall be considered trades between the employees involved. There shall be no limit on the number of mutuals.

Assignments properly bid will be permanent unless openings occur. All openings will be bid department wide using the bid procedure General Order, Personnel-Station Bids.

The Fire Chief can reassign shift/station assignments administratively for a finite time to meet Department needs. The duration shall be in writing at time of reassignment.

Section 7. Overtime

7.1 Payment

An employee who is assigned to work after completion of his/her regular shift or who is assigned to work to fill a shift or portion thereof outside his/her regular duty shift, shall be entitled to overtime compensation for all hours so worked, provided, however, that the overtime payment shall be computed at one and one-half (1-1/2) times the employee's 24-hour rate of pay in 30-minute increments as follows:

<u>Overtime Worked</u>	<u>Paid As</u>
1 through 30 minutes	30 minutes
31 through 60 minutes	60 minutes
61 through 90 minutes	90 minutes
91 through 120 minutes	120 minutes
etc...	

An employee assigned to work outside his/her regular shift to attend a meeting or participate in training shall be entitled to overtime compensation for all hours so worked, provided, however, that the overtime payment shall be computed at one and one-half (1-1/2) times the employee's eight hour rate of pay in thirty (30) minute increments as set forth in the previous table.

An employee having completed his/her regular duty shift and called back to work from home because of an emergency shall, upon reporting to work within a reasonable time after notification and commencing with the time of notification, receive not less than two hours overtime compensated at one and one-half (1 and 1/2) times his/her eight-hour rate of pay, provided, however, that the maximum amount of overtime for which the employee may be compensated on any one day shall be one and one-half (1 and 1/2) times his/her twenty four (24) hour rate of pay.

7.2 Procedures For Filling Absences:

The procedure for determining and filling overtime shall be that contained in Fire Department General Order, Personnel-Overtime.

7.3 Overtime Compensation

Overtime shall be paid in conformance with the Fair Labor Standards Act (FLSA) at any time the FLSA applies to municipal governments.

The Fire Chief may temporarily assign employees in the classification of Firefighter, Fire Engineer or Fire Captain to a forty (40) hour week schedule for full week unit for the purpose of such employee(s) attendance at training courses, conferences and/or meetings. During such temporary assignment, employees shall continue to receive their regular rate of pay as specified.

A. Suppression/FLSA 7(k) Exempt Employees:

Any authorized time worked in excess of the employee's regular workweek (or FLSA work period maximum) shall be considered overtime.

B. Fire Inspector, Hazardous Materials Coordinator, and Hazardous Materials Inspector assigned to a 2,080 hours per year schedule:

B.1. Any authorized time worked in excess of the employee's regular workweek shall be considered overtime. Overtime compensation shall be compensable at the rate of one and one-half (1.5) times the employee's regular straight time rate of pay.

B.2. Fire Inspector, Hazardous Materials Coordinator, and Hazardous Materials Inspector employees have the option to accrue compensatory time off in lieu of overtime at the rate of one and one-half (1.5) hours for each hour worked. Upon the approval of the Fire Department, compensatory time may be accrued but the total balance may not exceed one hundred and twenty (120) hours at any time.

Compensatory time off may be taken in lieu of overtime payment in accordance with the FLSA. Such time off shall be mutually agreeable to the employee and the supervisor taking into account (a) the normal schedule of work, (b) the anticipated peak hour workload based on past experience and (c) any emergency requirements for staff and services. Compensatory time off shall not be taken if it requires the employee to be replaced by another at an overtime rate. All accrued compensatory time off in excess of one hundred twenty (120) hours must be liquidated by monetary payment. With written notice before December 15th, an employee may request to have all accrued compensatory time paid to the employee on a separate payroll check.

B.3. Fire Prevention personnel requested after 2200 shall be allowed a delayed start time equal to the number of hours worked after 2200, if scheduled to work the same or next day. An employee shall be required to work a full shift, regardless of starting time.

B.4. Minimum call out compensation shall apply if cancelled en-route.

C. Suppression Employees Overtime Record:

The Fire Department shall provide the current overtime selection factor for each suppression employee per the on-line records management system.

D. Rank-for-Rank Overtime:

The Department agrees that for any absence, it will assign overtime on a rank-for-rank basis. If there is no one available through the pre-scheduling system, then mandatory overtime within the rank will be utilized. In the event that an individual of equal rank is not available to be mandated to fill the position, then a pre-signed up qualified actor will be used. In the case of an emergency and an officer and/or fire engineer is unable to be contacted, an acting assignment may be used to fill these ranks. The procedures pertaining to the selection of an employee for acting officer position shall be followed. (See Section 23 of this M.O.U.)

7.4 Overtime Maximum Limit

The maximum amount of shift-fill overtime that an employee is eligible to work, subject to the Fire Chief's determination listed below, are the following number of shifts:

Calendar Year 2002	35 shifts
Calendar Year 2003	30 shifts
Calendar Year 2004	27 shifts
Calendar Year 2005	25 shifts

The parties will review the working of the above overtime maximums each January.

In the event the Fire Chief determines that due to operational requirements the amounts specified above need to be exceeded, he is granted such authority to do so.

Section 8. Department Related Court Time

Employees who are required to report to work during their off-duty time for the purpose of appearing in court shall be compensated at the eight (8) hour overtime rate, provided that such compensation be no less than three (3) hours for court appearances in the Livermore-Pleasanton Judicial District and four (4) hours for court appearances outside the Livermore-Pleasanton Judicial District.

Section 9. Holiday Pay

Fifty-six (56) hour workweek employees shall be compensated for working holidays each year through receipt of holiday in lieu pay. This compensation shall be seven and one-half percent (7 ½%) of the employee's base salary at time of payment, plus special compensation as defined by PERS; except PERS-able FLSA overtime, uniform allowance, Paramedic pay, EPMC, and exclusive of any overtime. Such compensation shall be paid in two installments. Such payments are to be made on the first payday after December 1 and the first payday after June 1.

Employees shall receive prorated holiday pay upon termination.

The following holidays will be observed for employees in the classes of Fire Inspector, Hazardous Materials Coordinator and Hazardous Materials Inspector:

1. New Year's Day
2. Martin Luther King, Jr. Day (third Monday of January)
3. President's Day (third Monday of February)
4. Memorial Day (last Monday of May)
5. Independence Day
6. Labor Day (first Monday of September)
7. Veterans' Day
8. Thanksgiving Day
9. Day following Thanksgiving

10. Christmas Eve Day
11. December twenty-fifth (25th)

Section 10. Documentation Regarding Organized Mess

The Department shall provide the documentation required by the Internal Revenue Service for the deduction of the cost of meals taken as part of an organized mess. Documentation is as follows:

In order that all members of each Fire Company will be available at all times to respond to an emergency as quickly and efficiently as possible, and in order to provide for harmony and fellowship among the members of Fire Companies, there shall be a common organized mess at each Fire Station to which all employees (except management and staff employees) assigned to that Station shall be required to contribute on a daily basis. The Captain on each shift at each Station shall determine the amount of the contribution to be made to the common mess by members of that shift and shall normally make all assignments as to the duties to be performed by those employees in regard to the common mess. Employees may be exempted from the common mess only for valid medical or religious reasons that have been verified to the City's satisfaction.

Section 11. EMT Pay

Employees in the suppression classifications represented by the Union shall be paid EMT pay equal to two and one-half percent (2 ½%) of the regular rates of pay set forth in Section 5.1 of this Memorandum of Understanding.

Section 12. Paramedic Program and Compensation

12.1 Program Description

The department intends to maintain advanced life support (ALS) capability through the assignment of one designated Firefighter/Paramedic on each Engine Company. Employees hired as Firefighter/Paramedics must maintain their paramedic license as a condition of employment, unless allowed to drop their license under Section 12.3 below.

Paramedics will lose their premium pay if they promote. Current Paramedics of rank (i.e. the five prior LFD grandfathered Captain and Engineer Paramedics) shall be allowed to keep their Paramedic premium pay even though they will not be considered the designated or "assigned" paramedic to a company once a Firefighter/paramedic becomes a member of their company. However, a Paramedic of rank will be required to give up the paramedic premium pay if promoted.

12.2 Paramedic Staffing

Minimum Paramedic staffing shall be one Firefighter/Paramedic per Company.

12.3 Withdrawal Process

It is understood by the parties that those designated as firefighter/paramedics as defined in Section 12.1 shall be permitted to withdraw from the Paramedic program with the approval of the Fire Chief, according to the following procedure:

- A. A Paramedic wishing to leave the Paramedic program upon expiration of their 5 years of Paramedic service shall advise the Fire Chief six months in advance.
- B. The Fire Department, shall maintain a minimum number of one Firefighter/Paramedic per Company to meet operational needs. A verified ability to staff the minimum need must exist before any employee is allowed to leave the program.
- C. In the event that there are multiple requests for withdrawal, priority shall be based on department seniority, regardless of rank.
- D. Paramedics wishing to leave the program must obtain an Alameda County EMT-FS certification prior to withdrawal and maintain this certification as a condition of employment.
- E. Any Paramedic promoted to a higher rank will no longer receive premium paramedic pay. If the employee wishes to maintain his/her license, the Department agrees to cover the costs of C.E. as outlined in Section 12.4 of this M.O.U.

12.4 Continuing Education

The Department will pay the cost of licensing and testing of paramedic personnel, including tuition, textbooks for required classes and overtime for C.E. outside of normal working hours.

Continuing education will be provided on duty whenever possible. Any required continuing education outside of the normal working hours will be compensated by approved overtime. Tuition and textbooks for required courses shall be paid for by the department.

12.5 Licensing

It is understood by the parties that all employees holding special Paramedic compensation status shall have an obligation to maintain that status unless permitted to leave the program. Paramedics shall be responsible for their license and shall fulfill all continuing education requirements. The Fire Department shall cover the costs of testing and licensing.

12.6 Paramedic Compensation

Paramedics will receive additional compensation while serving in the assignment. The compensation received shall be a flat dollar amount equal to seven-and-a-half percent (7½%) of Step 6 of the Firefighter salary range, subject to MOU Section 5.09. Except as specified below, paramedic compensation shall not be included in the calculation of any additional premium pay including but not limited to Department overtime, holiday pay, educational incentive pay, or acting officer pay. Paramedic compensation shall be included in the calculation of FLSA overtime, if any, and shall be

subject to PERS contributions. Paramedic compensation shall be paid bi-weekly. Except for vacations and Labor Code 4850 payments, paramedic compensation will not be payable for any continuous period the employee is unable to perform paramedic duties beyond one pay-period.

Section 13. Vacations

13.1 Vacation Eligibility

All employees shall be entitled to annual vacation leave with pay except for the following:

Employees who have served less than six (6) months in the service of the Livermore-Pleasanton Fire Department. However, these employees shall accrue vacation leave from the date of hire.

13.2 Vacation Allowance

Each eligible employee on a fifty-six (56) hour workweek shall accrue vacation with pay from the date of hire in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
First through fourth year	12 hours
Fifth through eleventh year	16 hours
Twelfth through fourteenth	20 hours
Fifteenth through sixteenth year	22 hours
Seventeenth year and above	24 hours

Accrued vacation shall be credited to the employee's account biweekly.

Each eligible employee on a forty (40) hour workweek shall accrue vacation with pay in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
First through fourth year	8.57 hours
Fifth through eleventh	11.43 hours
Twelve through fourteenth	14.29 hours
Fifteenth through sixteenth	15.71 hours
Seventeenth year or more	17.14 hours

Accrued vacation shall be credited to the employee's account biweekly.

Any employee except a probationary employee may be allowed to incur a fifty-six (56) hour deficit beyond the vacation leave credited to his/her account.

Except as provided below in Section 13.4 and those employees working a forty (40) hour workweek, vacations must be used in increments of either twenty-four (24) or twelve (12) hours. When used in twelve-hour increments, vacations must be taken from either 8:00 a.m. to 8:00 p.m., or 8:00 p.m. to 8:00 a.m. The Fire Chief may, however, approve vacation requests in less than twelve (12) hour increments to accommodate employee enrollment in college or university courses. The courses or classes attended must, however, be appropriate to employee development. The decision of the Fire Chief shall be final.

13.3 Vacation Accumulation

Any eligible employee may defer up to a maximum of one and one-half (1-1/2) times his/her annual vacation entitlement to the year succeeding his/her anniversary of hire date.

13.4 Vacation Scheduling

Vacation selection will be subject to the procedure stated in Fire Department General Order, Personnel-Vacation, except for those areas specifically stated differently in this article.

For the annual scheduling done in January of each year, seven (7) persons of any rank shall be allowed off at any given time. Vacation requests by a eighth (8th) or additional person requires the requesting person to provide the name of his/her replacement (See Fire Department General Order, Personnel-Overtime, Overtime, III, M; - Finding your own Replacement).

Authorized emergency vacation may be allowed due to special circumstances and temporary assignments will be made to accommodate.

Personnel may take vacation on Thanksgiving and Christmas if they provide the name of the coverage person.

Vacation may be taken for less than a full shift but not less than twelve (12) hours unless the employee provides the name of the coverage person. For the purposes of this section, twelve (12) hour increments will be either 0800 hours to 2000 hours or 2000 hours to 0800 hours.

If two (2) or more employees have the same employment date, seniority will be determined by placement on the employment list. If two (2) or more employees have the same employment date and are from different hiring agencies, seniority is determined by drawing from a hat.

In the month of January of each year, starting in 1998, prior to January 31, each employee in order of Department seniority shall be granted an opportunity to choose vacation time. The January selections shall be for the period from February 1 to January 31 of the following year. Each employee in turn (based on Department seniority) will have an initial choice of vacation. Vacation selections can be for as many shifts/hours as the employee desires, up to his/her total accrued amount at the time of his/her requested vacation as long as the shifts/hours are taken concurrently. Once the most senior employee has chosen his/her initial vacation, it becomes the next least senior employee's choice. This process shall continue until all employees have had their initial selection of vacation. After the initial selections have been made by all employees, the second choice vacation selections can begin. Second choice vacation selections will be done in the same manner as the first choice selections. After the second

choice vacation selections are completed, the third choice selections can begin and so on until no one wishes to choose any more vacation time.

Fire Prevention bureau personnel will utilize a vacation scheduling program consistent with the process used for suppression personnel.

13.5 Vacation Pay at Termination

Any employee of the Department shall be paid for all accrued vacation leave earned prior to the effective date of termination. Such compensation for earned vacation shall be paid to the employee in one lump sum in a final check. The employee understands that if there is a deficit balance at termination that deficit amount would be deducted from final compensation.

Section 14. Sick Leave

14.1 Sick Leave Accrual – 56 Hr Shift Employees

Employees shall earn sick leave at the rate of eleven and two-tenths (11.2) hours for each month of service while on a 56-hour schedule and eight (8) hours for each month of service while on a 40-hour schedule. An employee may be allowed a sick leave deficit of fifty-six (56) hours beyond that actually earned. Employees on leave of absence with pay in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code shall accumulate sick leave during said leave of absence, in accordance with the provisions of this section.

During his/her 18-month probationary period each new full-time employee shall earn sick leave at the rate of eleven and two-tenths (11.2) hours for each month of service. Upon successfully completing his/her probationary period each new employee shall receive four hundred and seventy point four (470.4) hours sick leave credit in addition to that earned during probation. Upon completion of five (5) years service every employee shall thereafter accumulate sick leave at a rate of eleven and two-tenths (11.2) hours per month to a total of 2,016. For each month an employee maintains a sick leave balance of 2,016 hours or more, he/she shall be credited with an additional 11.2 hours of sick leave. In no event shall an employee accrue more than 2,912 hours of sick leave. A probationary employee may be allowed a sick leave deficit of thirty-three and six-tenths (33.6) hours beyond that actually earned. Employees on leave of absence with pay in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code shall accumulate sick leave during said leave of absence, in accordance with the provisions of this section.

14.2 Sick Leave Accrual – 40 Hr Employees

All new full time employees shall accrue sick leave at the rate of eight (8.0) hours for each month of service. Each new full time employee shall during his/her one year probationary period, earn sick leave at a rate of eight (8.0) hours for each month of service. Upon successfully completing his/her one-year probationary period each new employees shall receive three-hundred eighty-four (384.0) hours sick leave credit in addition to that earned during probation. Upon completion of five (5) year service, every employee shall thereafter accumulate sick leave at a rate of eight (8.00) hours per month.

Employees may accumulate an unlimited number of sick leave hours; except, however, hours accumulated in excess of one thousand four hundred and forty (1440) may be used only to apply toward additional years of retirement service credit under the current PERS "Credit for Unused Sick Leave," Section 20862.8. An employee may be allowed a sick leave deficit of twenty-four (24) hours beyond that actually earned. Employees on leave of absence with pay in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code shall accumulate sick leave during said leave of absence, in accordance with the provisions of this section.

14.3 Sick Leave Usage

Sick leave with pay shall be granted to all full-time employees. Sick leave shall not be considered a right, which an employee may use in his/her discretion, but only shall be allowed as follows:

- (1) In cases of necessity and actual personal sickness or disability of the employee.
- (2) For medical and dental appointments of the employee, at the discretion of the Fire Chief or his/her designee.
- (3) For the care of or attendance upon the sickness or disability of members of his/her immediate family or for bereavement because of the death of a member of his/her immediate family. A maximum of seventy-two (72) hours of sick leave may be used for this purpose. The immediate family shall consist of the spouse, children of employee or spouse, parents of employee or spouse, brothers, sisters or other individuals whose relationship to the employee is that of a dependent or near dependent. The Fire Chief shall grant such leave and determine the amount thereof, provided, however, that the personnel director shall first, where necessary, pass upon sufficiency of relationship.
- (4) Sick leave is to be reported per department procedure.
- (5) If an employee is on vacation and becomes sick, he/she may call as stated in number (4) above and request to be taken off vacation and placed on sick leave for those times employee is eligible for sick leave as stated in number (1), (2), and (3) above.

An employee eligible for temporary disability payments may use accumulated sick leave in order to maintain his regular income; provided, however, that the employee shall be allowed a credit towards sick leave to the extent that temporary disability payments are retained by the Department.

In order to receive compensation while absent on sick leave, the employee shall notify the scheduling system per department procedure prior to the start of his/her scheduled duty shift. Said notification requirement may be waived by the Fire Chief or his/her designee to address personal emergencies. When the absence is for more than one full shift, the employee may be required to file a physician's certificate or a personal affidavit with the Fire Chief stating the cause of the absence.

14.4 Sick Leave Increments

Charge for sick leave used shall be on the basis of one (1) hour for each hour used.

Section 15. Leaves

15.1 Leave of Absence

The City Managers may grant a full-time regular employee leave of absence without pay for a period not to exceed three (3) months. After three (3) months, the leave of absence may be extended if so authorized by the Department. No such leave shall be granted except in writing stating the reasons for the requested leave. Upon expiration of the leave the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of an employee on leave to report to work promptly at its expiration or within a reasonable time after notice to return to duty, shall be cause for discipline. The Fire Chief may grant a full-time regular employee a leave of absence without pay for one (1) calendar week. During unpaid leave, an employee shall not accrue vacation or sick leave benefits, nor shall said time be considered service time. Holiday in lieu payments for which an employee would otherwise be eligible shall be adjusted on a pro-rata basis to reflect an employee's leave time.

15.2 Floating Holiday

Fire Inspectors, Hazardous Materials Coordinator and Hazardous Materials Inspector will receive three (3) floating holidays per year with pay as follows:

Floating holidays for eligible employees shall be credited and taken in accordance with the regulations set forth in this section. Each payroll calendar year eligible employees will be credited with floating holidays at the rate of 24 (twenty-four) hours for each full-time eight (8) hour per day employee per year. Employees not in a pay status at the beginning of the payroll calendar year or who were not employed will not be credited with floating holidays until their return to work. In such cases, floating holidays will be prorated for the year once the employee returns to work.

Floating holidays are not cumulative and must be taken in the same year it is credited.

15.3 Jury Leave

Each regular or probationary employee of the Department who is required to serve as a trial juror is entitled to be absent from his/her duties with the Department during the "**period**" of such service or while necessarily being in court as the result of such a call. When the employee's services are "**not required**" or upon "**dismissal**" from court, the employee shall return directly to work to complete the balance of the workday or shift. The employee is allowed his or her regular salary provided the employee compensates the Department for any fees received for service other than travel pay. If the employee does not compensate the Department for such fees, the salary shall be lowered by the amount of such fees.

For the purposes of this section:

"Period" shall mean that period of time from the moment the employee is chosen as a juror until he/she is dismissed by the judge.

Services that are **"not required"** shall mean those portions of time that an employee who is a prospective juror, has not yet been chosen as a juror and has been released for the day but is required to return at a later date for further consideration as a prospective juror.

"Dismissal" from court is when the judge dismisses the employee as a juror or prospective juror.

15.4 Leaves Resulting from Subpoena

Leaves of absence with pay shall be granted to a person while going to and from court and answering a subpoena as a witness on behalf of Fire Department. If sent off duty, employee will be paid per Section 7.1 of this M.O.U.

15.5 Military Leave

Military leave shall be granted in accordance with the provisions of law. All employees entitled to military leave shall give the Appointing Authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

15.6 FMLA

The Department will abide by Federal and State Family Leave Acts.

Section 16. Health and Welfare

16.1 Health and Medical Care – Active Employees

Medical contribution cap will be the equivalent to the premium for Pleasanton's Kaiser S-1 health plan, including durable medical equipment and Kaiser CH-3 chiropractic plan coverage, provided such plan is made available to the City of Pleasanton. In no event shall the City be obligated to contribute a monthly amount in excess of the monthly premium for the Kaiser S-1 Health Plan full family coverage. At such time as this plan is no longer available, the Department will contribute at the PEMHCA Kaiser rate structure.

- A. The parties agree to a Dental Plan as provided by the City of Pleasanton at the City's full expense. Along with Item D below, the parties agree to research a joint self-insured dental plan and/or a change to dental benefits. The City will provide a dental plan including a maximum orthodontia coverage of \$1,500. The premium costs of this plan shall be included in the 125 Plan referenced in Section 16.1 C.
- B. Fire Inspectors original to Livermore will continue with their Livermore medical and dental cap until a resolution is reached with the Local on the 125 program and caps identified in item d. below. If any Livermore Inspector receives a spousal benefit, it will be grandfathered at the existing amount until the 125 Plan amount is implemented.
- C. By August 31, 2001, an IRS Section 125 Plan will be implemented for calendar year 2002 for each full-time employee who is eligible to enroll in one of the medical insurance plans offered by the City of Pleasanton. The 125 Plan will have the elements agreed to by the parties in the MOU that expired on July 30, 2001, Appendix C; specifically, the premium costs the City is paying for medical, dental, vision will be added together. The balance of the cost incurred to provide medical, dental and vision care benefits for the employee and eligible dependents above the city's contribution will be paid by the employee on a pre-tax basis. Should there be an increase in premium rates, the City shall adjust the city contribution accordingly. In the event the amounts are insufficient to pay 100%, the Employer shall make a payroll deduction from the employee's pay to cover the difference in cost. For the purpose of this Section, a dependent is defined as a person who satisfies the definition of dependent in the medical insurance plan in which the employee is enrolled. Such dependents must also be enrolled in and covered by the plan.
- D. In addition, the plan will take into account the employees' interests in AFLAC supplemental insurance products, life insurance and long-term care insurance to the extent that these benefits can be offered within a 125 Plan on a pre-tax basis.
- E. Until closure is reached with the City of Pleasanton on how to provide a "spousal benefit" under current IRS regulations, Livermore employees receiving this benefit as of 10/30/98 will continue to receive it. Upon implementation of the 125 Plan, the City will discontinue the current system of providing medical, dental and vision care provided for active employees in the Memorandum of Understanding, including the 'grand-fathered spousal benefit' amounts paid to the prior City of Livermore IAFF-represented employees.

16.2 Life Insurance

The City shall contribute an amount necessary to provide \$25,000 life and \$25,000 accidental death and dismemberment insurance coverage for each employee. Employees may also participate in the City of Pleasanton supplemental life insurance program at their own expense.

16.3 Vision Care

A vision care plan will be provided as an option for employees and the cost of such coverage shall be included in the 125 Plan (see Section 15.1 D.).

16.4 Health and Medical Care - Retirees

Effective August 31, 1990, for all employees who retire from service after August 31, 1990, the City shall pay for each year of service, four percent (4%) of the monthly premium for employee and one dependent of the City's current Kaiser S-1 Health Plan coverage. Effective August 31, 1990 for all employees who retire for disability after August 31, 1990 the City shall pay a percentage of the monthly premium for employee and one dependent of the City's current Kaiser S-1 Health Plan coverage in accordance with the schedule set forth below:

This section is also applicable to all represented employees transferred from the prior City of Livermore Fire Department upon ratification of the final LFPD MOU by both partner City Councils and IAFF Local 1974:

<u>Years of Service</u>	<u>City's Contribution</u>
10	20%
11	25%
12	30%
13	35%
14	40%
15	45%
16	48%
17	51%
18	54%
19	57%
20	80%
21	84%
22	88%
23	92%
24	96%
25 + years of service	100%

Upon qualifying for and receiving parts A and B of Medicare, the City shall not be obligated to contribute a monthly amount in excess of the monthly premium for Kaiser S-1 supplement to Medicare health plan for employee and one dependent. In the case where the eligible employee is deceased, the amount the City is

obligated to pay shall be reduced by (one half). If the spouse remarries, the obligation by the City shall terminate.

The City reserves the right to meet and confer with the Union for the purposes of coordinating retired employees hospital and medical care in the event Federal or State legislation is implemented that effects retiree's medical insurance.

16.6 Long-Term Disability

The City shall pay to the Union the sum of fifteen dollars (\$15.00) as the monthly premium of each employee enrolled in the union's long-term disability plan. Said payments shall be made in arrears monthly. Should the monthly premium of the Union's long-term disability plan drop below fifteen dollars per month, the dollar difference shall be added one time to the rate of pay set forth in Section 5.1 of this agreement.

16.7 Extended Benefits

The City will consider voluntary proposals from the Union's membership to utilize their benefits to extend the benefits of an individual on protracted medical leave.

16.8 Employee Assistance Program

The parties have agreed to be covered by, and have LFPD provide an Employee Assistance Program.

Section 17. Retirement

17.1 Retirement Plan

Effective the first pay period in October (September 29, 2001) the Department shall provide the PERS 3% @ 50 retirement plan to include the Fourth Level 1959 Survivors Benefit and One-Year Highest Compensation options at the Department's expense. The Military Service Buy-Back option will be paid at the employee's expense.

Former Pleasanton Fire Department employees being credited an employee contribution rate of 10.75% will be grand fathered at such rate. All former Livermore Fire Department employees and employees hired after October, 1998 will be credited with a 9% employee rate.

17.1.1 PERS Status for Fire Prevention Personnel

The classifications of Fire Inspector, Hazardous Materials Coordinator and Hazardous Materials Inspector will be placed in the Safety PERS plan as maintained for the line personnel.

17.2 Payment of Employee's Contribution

The Department shall pay each employee's required PERS on eligible salary and those elements of compensation deemed by PERS to be "PERS Special Compensation" for example, holiday pay, uniform allowance, and paramedic pay. The PERS EPMC payment structure will continue as currently provided by the City of Pleasanton and the appropriate definition language referenced in Section 17.1.

17.3 Credit for Unused Sick Leave Option

The Department contracts with PERS for the purpose of providing the "credit for unused sick leave" option. The cost of said retirement option shall be borne by the Department. For purposes of determining the amount of unused sick leave for which service credit is to be received, 11.2 hours of sick leave shall be considered one day for 56-hour personnel and 8 hours for 40-hour personnel.

Section 18. Fire Inspector Stand-by Pay Differential and Duties

Fire Inspectors will receive "Stand-by" compensation of 2.5% of Fire Inspector "E" Step. This stand-by payment will not be added to base pay compensation for the purpose of calculating overtime or other salary derived benefits.

This stand-by payment is to compensate Inspectors for participating equally in on call assignment after normal work hours for fire investigation or other emergency duties. Minimum call out pay provisions elsewhere in the MOU still applies.

The stand-by schedule will share the required annual hours equally among the Fire Inspector position. The actual rotation method and exchange of assigned time policy will be set forth in a Department General Order and will also meet the needs of the Department.

Inspectors on stand-by will take their assigned vehicle home, if they live in the Tri-Valley area, for quicker response to emergencies. Personal use of the vehicle for other than commuting purposes is not allowed.

Inspectors when on stand-by will always be readily available by department assigned pager and cell phone. Inspectors on stand-by will be able to be on scene at an emergency within Livermore or Pleasanton within one hour of being paged after work hours.

Inspectors will be called out when the Incident Commander cannot reasonably establish a cause and origin for fires, and or needs additional personnel for command post functions such as public information officer or plan's section duties.

If during normally scheduled work hours an Inspector assigned Investigation stand-by duties is paged to respond to an emergency while on a scheduled meal break, the so affected Inspector will have the interrupted time to the nearest whole hour compensated for by a shorter work day that day, or if that cannot be accomplished, the appropriate amount of overtime or compensatory time will be earned.

Section 19. Uniforms

19.1 Uniform Allowance

The Department shall provide at its expense required protective clothing and footwear. This clothing will be provided on an "as needed" basis in order to maintain an inventory of three (3) uniform pants minimum. The Department will provide at its expense at time of employment: three (3) shirts, three (3) pants, belt, and boots. Newly hired employees will be required to pay fifty percent (50%) of the cost of a required ball cap, three (3) tee shirts, winter jacket, and workout gear.

Uniform changes initiated by the Department shall be made at the expense of the Department.

All employees covered by this Agreement shall wear the same uniforms.

The annual uniform maintenance allowance for suppression personnel shall be four hundred fifty dollars (\$450.00), payable the first pay day in April of each year; provided, however, that if the payment date follows by less than six (6) months the date of appointment of such an employee, no such uniform maintenance allowance for said employee shall be forthcoming until the succeeding annual payment date.

The annual uniform maintenance allowance for Fire Inspectors and Hazardous Materials Coordinators is five hundred dollars (\$500.00). The annual uniform allowance paid to eligible employees is paid in two equal installments payable the first pay day in April and the first payday in October.

A prorated uniform allowance is paid upon separation based on the number of payroll periods worked since the last uniform allowance was paid.

Section 20. Credit Union

The Department shall implement a voluntary payroll deduction option for those employees who wish to join either the First United Services Credit Union or UNCLE Credit Union for the purposes of transacting business with such First United Services Credit Union or UNCLE Credit Union.

Section 21. Tuition Reimbursement

Regular employees are eligible for reimbursement of tuition expenses for college or university courses successfully completed with a grade of "C" or better, provided said courses have been approved in advance by the Fire Chief and are taken from an educational institution accredited by the Western Association of Schools and Colleges.

Tuition is reimbursed in the amount up to, but not to exceed, the registration fees per college quarter levied by California State University, Hayward for internal degrees in effect at the time the employee enrolled in the course(s) for which the tuition reimbursement is requested. Eligible fees shall be limited to: University Fee; Student Body Fee; IRA Fee; Facility Fee; University Union Fee; Health Services Fee.

Employees completing courses from colleges/universities on a semester system shall be reimbursed at one and one-half (1-1/2) times the equivalent Hayward State University quarter hour rate.

The maximum fee reimbursement an employee may receive per fiscal year, whether on a quarter or semester hour basis, shall not exceed the maximum annual tuition reimbursement levied by Hayward State University for the four quarter academic year beginning with the proceeding fall quarter.

Requests for fee reimbursement are to be submitted at the completion of each quarter or semester during which the courses were completed. Requests for an official receipt verifying the tuition charges, the tuition paid, and an official transcript of grades shall accompany reimbursement received.

21.1 The following items will apply to the employees who are prior Livermore Fire Department employees and receiving the “grandfathered” Educational Incentive Pay

Effective October 1, 1995, the City’s Tuition Reimbursement Plan as outlined in the Personnel Rules and Regulations and detailed in the City Manager’s Administrative Regulation Number 14, is available to all members of the bargaining unit except those eligible for and participating in the Educational Incentive Pay plan (EIP).

Effective with City Council adoption of this agreement, the Educational Incentive Pay plan will be available only to the following employees: a) those employees hired prior to December 28, 1992, and who are receiving EIP as of the date of City Council adoption of this agreement or; b) those employees who were eligible and denied access to the EIP prior to August 1, 1995.

The EIP refers to two permanent levels of pay. Level One EIP pay is \$25.00 per month for the attainment of an AA/AS degree. Level Two EIP pay is \$50.00 per month for the attainment of either a BA/BS degree or 180 total units of college credit. As outlined above, once an employee who is receiving EIP elects to convert to the City’s Tuition Reimbursement Plan, that employee’s monthly EIP pay will cease and s/he will no longer be eligible for EIP compensation.

Employees eligible for the EIP plan, may make a one time irrevocable decision to convert to the Tuition Reimbursement Plan prior to a budget cycle.

The prior EIP conditions stay in full force and effect as long as employees are participating in that program.

21.2 The following items will apply to prior employees of the Pleasanton Fire Department

Employees receiving educational incentive pay as of August 31, 1990 shall continue to receive said pay except as provided below. Employees having enrolled in the educational incentive pay plan on or before July 1, 1988, shall upon completion of five (5) years of service with the City of Pleasanton Fire Department, receive educational incentive pay as provided below:

<u>Educational Level</u>	<u>Eligible Positions</u>	<u>Pay %</u>
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A.A. or A.S. in Fire Science	Firefighter Fire Engineer	2-1/2%
Sixty (60) accredited semester units of which 24 units must be in Fire Science	Firefighter Fire Engineer	2-1/2%
Ninety (90) accredited quarter units of which thirty-six (36) must be in the field of Fire Science	Firefighter Fire Engineer	2-1/2%
B.S. or B.A. Degrees	Firefighter Fire Engineer Fire Captain	5% 5% 2-1/2%
One Hundred Eighty (180) quarter hour units to include: --a minimum of 90 upper division quarter hour units; and --a minimum of 72 quarter hour units in a major field of study of which a minimum of 36-quarter hour units must be upper division courses	Firefighter Fire Engineer Fire Captain	5% 5% 2-1/2%
One Hundred Twenty (120) semester hour units to include: -- a minimum of 60 upper division semester hour units; and -- a minimum of 48 semester hour units in a major field of study of which a minimum of 24 semester hour units must be upper division courses	Firefighter Fire Engineer Fire Captain	5% 5% 2-1/2%

NOTE: The above educational levels are not cumulative. The maximum educational incentive pay received by a Firefighter or Fire Engineer shall not exceed 5%; the maximum educational incentive pay received by a Fire Captain shall not exceed 2-1/2% nor shall an employee receive incentive pay for more than one educational level at the 2-1/2% rate nor more than one educational level at the 5% rate.

Section 22. Probationary Period

22.1 Length of Probationary Period

All original appointments shall be tentative and subject to a probationary period of eighteen (18) months actual service. Promotional appointments shall be subject to a probationary period of twelve (12) months service time.

22.2 Notification Requirements

The Fire Chief shall notify a probationary employee forty-five (45) days prior to the expiration date of his/her probationary period.

22.3 Extension of Probationary Period

The Fire Chief may extend the probationary period once for a period not to exceed ninety (90) days, in order to further evaluate the performance of the probationary employee.

22.4 Rejection of Probationary Employee - Promotional Appointment

Any employee rejected during the probationary period following a promotional appointment or at the conclusion of the probationary period shall be reinstated to a position in the class from which he/she was promoted.

During the first three (3) months of his/her probationary period, the employee shall have the option of returning to the position he/she previously held.

Section 23. Promotion and Demotion

A. Promotion

Promotional or open-promotional examinations may be conducted whenever in the opinion of the Fire Chief, the needs of the service require. Only employees who meet the requirements set forth in the examination announcements may compete in promotional examinations.

Insofar as consistent with the best interests of the department as determined by the Fire Chief, vacancies in the department shall be filled by promotion from within the department after a promotional examination has been given and a promotional list established.

Upon completion of all promotional testing, the names of the persons having the highest three (3) scores on the eligibility list shall be submitted to the Fire Chief for his/her consideration. Promotional exam scores will be calculated to the nearest tenth of a point (example – 95.2 points).

Time in grade requirements for promotion will be three (3) years with the LPFD for Fire Engineer, and five (5) years with the LPFD for Fire Captain.

If, in the opinion of the Fire Chief, a vacancy in the department could be filled better by an open-competitive examination instead of promotional examination, he/she shall arrange an open-competitive employment list consistent with the Personnel Rules.

B. Demotion

1. When a Division Chief *probationary* demotion crosses bargaining units, there is continued employment with the LPFD, so there is no impact to department seniority. As there is no break in Department service, the reinstatement - reemployment section of the Local #1974 MOU does not apply. Therefore upon demotion during probation, a Division Chief promoted from Local #1974, will have rank seniority restored with the only reduction being the missing weeks served in a management capacity.
2. Any demoted employee from management or within Local #1974, upon return will have their overtime factor set to the highest of their rank assignment, plus one (1) hour.
3. The above policies for rank seniority and the overtime factor will cover self or forced demotions within the 3 to 12-month promotional probationary period for members of Local #1974. If a demotion occurs after that, demotions will occur to open positions, rank seniority will be affected so that the demoted employee will “start-over” for rank seniority and that the overtime factor will be reset as in “B” above.
4. Chiefs hired from outside the bargaining unit cannot demote to a line position. There is no provision for this in the 1974 MOU, LPFD Management Compensation Plan or LPFD Personnel Rules. It is against existing personnel rules as a person demoted must have previously served in the position and also be allowed to move back because the Fire Chief also finds they are still qualified for the prior position.

Section 24. Resignation, Reinstatement and Layoff

24.1 Automatic Resignation

Failure to return at the expiration of a leave of absence or being absent without leave shall be considered an automatic resignation. The Fire Chief may rescind such a resignation if the employee submits satisfactory reasons for his/her absence within three (3) calendar days of the date his/her resignation was effected.

24.2 Voluntary Resignation

An employee may resign in good standing by submitting to the Fire Chief a written resignation stating the reasons therefor and effective date thereof at least two (2) weeks prior thereto.

24.3 Reinstatement

With the approval of the Fire Chief, an employee who has resigned in good standing may be reinstated within two (2) years of the effective date of resignation to a vacant position in the same or comparable class. Upon reinstatement, the employee, for all purposes, shall be considered as though the employee had received a new appointment.

When an employee is reinstated within a two year period, the employee's seniority date shall be the date of the reinstatement, not the original appointment date except for service time with CalPERS, if the employee has contributions in PERS when reinstated and except for calculating service credit time for retiree medical purposes with the LPFD.

Reinstated employees may use prior service credit for promotional eligibility purposes.

Reinstated employees may petition the Fire Chief after six months to be removed from probationary status.

24.4 Layoff

The Fire Chief may lay off an employee because of material changes in duties, organization or shortage of work or funds.

The employee having the least length of total continuous service with the department in classification, in which the Fire Chief is laying off, shall be laid off first.

Employees scheduled to be laid off may, however, displace the least senior employee in the next lower paying classification of like work who has less seniority. Employees laid off or who through displacement have changed classification shall have their name placed upon a re-employment list in seniority order. The employee with the highest seniority on a re-employment list for a particular classification when a vacancy exists in that classification shall be offered the appointment. No name shall be carried on a re-employment list for a period longer than one (1) year from the date of lay off from Department service or change of classification through displacement.

Section 25. Discipline

The Department has the right to discipline, demote or discharge employees for cause.

Section 26. Grievances

26.1 A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that the decision of any Fire Department official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

26.2 Grievances shall be processed in the following manner:

- (1) Within thirty (30) days of the knowledge of an event giving rise to a grievance, an employee or the union may request in writing a meeting to discuss the grievance with the Deputy Fire Chief. The Deputy Fire Chief or his/her designee shall investigate the grievance and the

Deputy Fire Chief shall render a decision within fourteen (14) calendar days from the date the grievance was received.

- (2) Within fourteen (14) calendar days from receipt of the Deputy Fire Chief's decision in Step 1 above, the employee or official of the Union may notify the Fire Chief in writing that a grievance exists, stating the particulars of the grievance, citing the specific section of this Memorandum of Understanding he/she believes to have been violated, and, if possible, the nature of the determination desired. The Fire Chief shall have fourteen (14) days from receipt of notification in which to investigate the issues meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under paragraph (3) below, which has not first been filed and investigated in accordance with this paragraph (2).
- (3) If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to a Review Board comprised of two (2) members of the Union and two (2) Fire Department management representatives appointed by the Fire Department Fire Chief. Notification to the Fire Chief of the need to proceed to this step must occur within 30 days of the Fire Chief's decision in (2) above, or the grievance is considered settled.

The Review Board shall be convened within twenty-one (21) calendar days from the day the grievance was submitted to said Board. The Board shall render its findings and recommendations in writing to the Joint Executive Directors within fourteen (14) calendar days from the date it completed its review of the grievance, subject to the agreement set forth in Appendix B.

- (4) The Joint Executive Directors shall within fourteen (14) calendar days of receipt of the Review Board's written findings and recommendations review the findings and recommendations and render a written decision on the grievance.
- (5) The Union may appeal the decision of the Joint Executive Directors by requesting that the grievance be referred to an impartial arbitrator. The Union's decision to refer the grievance to arbitration shall be made within fourteen (14) days of the notification of the Joint Executive Directors decision. The arbitrator shall be designated by mutual agreement between the Union and the Joint Executive Directors. The fees and expenses of the arbitrator and court reporter shall be shared equally between the Fire Department and the Union. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
- (6) Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Ordinance Code and Resolutions of the Fire Department.

26.3 The time limits previously set forth shall be considered maximums and every effort shall be made to expedite the process. The limits specified may, however, be extended by mutual agreement of the parties.

- 26.4** No Review Board and no arbitrator shall entertain, or hear, any dispute unless such dispute involves a position in the unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Subsection 26.1.
- 26.5** Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto, shall not be arbitrable and no proposal to modify amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal may be referred to arbitration under this Section. Neither any Review Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreement or addenda supplementary hereto or to establish any new terms or conditions of employment.
- 26.6** No grievance involving demotion, reduction in pay, suspension, or discharge of an employee will be entertained unless it is filed in writing with the Fire Chief within seven (7) working days of the time at which the affected employee was notified of such action.
- 26.7** If the Fire Chief in pursuance of the procedures outlined in subsection 26.2 above resolves any grievance, which involves suspension or discharge, the Fire Chief may agree to payment for lost time or to reinstatement with or without payment for lost time.
- 26.8** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief. Only complaints, which allege that employees are not being compensated in accordance with the provision of this Memorandum of Understanding, shall be considered as grievances. No adjustments shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.
- 26.9** No changes in this Memorandum of Understanding or interpretation thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Fire Department Fire Chief and the Union.
- 26.10** The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike against the Fire Department. The Union, its members and representatives, further 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) to perform customary duties. Further, neither the Union nor any representative thereof shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the Fire Department, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum of Understanding.
- 26.11(1)** The provision of this Section shall not abridge any right to which an employee may be entitled under the Fire Department ordinance and resolution, or shall it be administered in a

manner which would abrogate any power which may be within the sole province and discretion of the Fire Department's governing board.

- (2) All grievances of employees in representations units represented by the Union shall be processed under this section.

Section 27. Medical Examination

27.1 Exams

In the event the Fire Chief determines there is a necessity for a medical examination, an employee shall submit to such medical examination at any time while on duty. A physician selected by the Fire Department shall give such examination and the full cost shall be borne by the Fire Department, as shall any medical examination required by the Fire Department. A copy of said medical examination shall be given to the employee. Should the employee disagree with the medical opinion of the examination, the employee may consult with his/her own physician (at employee's expense) and if his/her private physician's report conflicts with the Fire Department's physician in terms of ability to work at the employee's regular job, then the employee may request a medical examination by a third physician mutually agreed upon by the employee and the Fire Department. The employee and the Fire Department will share the costs for the third examination. The decision of the third physician concerning the ability of the employee to perform his/her duties shall be the basis for the employee returning to work.

27.2 Wellness-Fitness/Modified Duty Program

- a. Effective August 1, 2001, the Department and Local will implement the IAFC-IAFF Fire Service Joint Labor Management Wellness-Fitness Initiative, 2nd edition, in its entirety.
- b. The Modified Duty Program establishes a policy whereby Local #1974 eligible employees are returned to work in a modified duty capacity, should an illness or injury prevent the employee from performing his or her regular duties. The program is outlined in a departmental General Order.
- c. The Department shall provide all employees over the age of 40 with a twelve-lead stress EKG examination biannually. Effective 1995/96, one half of the eligible members will be tested. In 1996/1997, the second half of the eligible members will be tested. The cycle will continue thereafter. If the test suggests the employee is immediately unsafe for fire suppression duties, the Fire Chief will be notified. Otherwise, test results are confidential to the testing doctor, employee and as necessary, the employees primary care physician.
- d. The Department shall provide a mandatory physical fitness program to the employees.

Section 28. Outside Employment

Employees who plan to engage in regular employment during his/her off duty time must notify the Fire Chief of said employment.

No employee shall accept outside employment that places him/her in conflict with the Department.

No employee shall solicit outside employment while on duty for the Department nor use his/her Department position as an aid or leverage to gain outside employment.

Section 29. Americans with Disabilities

The Department and the Union recognize that the Department has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the work place because of a disability. If by reason of the aforesaid requirement, the Department contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the Department.

Section 30. Miscellaneous

30.1 Deferred Compensation Program

Regular and probationary employees are eligible to participate in the Department's deferred compensation program. Any employee who chooses to participate in a deferred compensation plan shall pay the administrative fee, if any, the Department may require.

30.2 Helmets

Leather helmets are to remain with each individual at retirement.

30.3 EMT-FS Certification

Emergency Medical Technician FS is a mandatory condition of employment for fire suppression personnel. The Department will provide and pay for associated expense relating to the recertification process. If an employee does not successfully complete EMT-FS re-certification requirements as provided by the Department, they will have six months to meet recertification requirements or be subject to termination for failure to meet position standards. The expenses, in this case, will be the responsibility of the employee. The six-month time frame, if requested, may be extended due to course availability. However, the employee must enroll and participate in the first available course.

30.4 Staffing

Nothing in this agreement modifies any company staffing agreements unique to each City.

30.5 Fire Prevention Seniority

The seniority for all current Fire Prevention personnel will be determined by their date of hire for full time work with Livermore or Pleasanton. This could include time spent in other city or fire Department divisions prior to fire prevention service starting.

30.6 Total Compensation Survey

Total Compensation includes not only salary, but also a variety of other benefits. Among these benefits, but not exclusively, are contributions or payments made by the Employer toward retirement (PERS), medical insurance, dental insurance, life insurance, vision insurance, disability insurance, uniform allowance, and holiday pay. In addition, there can also be add on costs for different tasks or services performed (e.g. paramedics, hazardous materials).

Comparable salaries and benefits will be gathered from similar agencies to determine how Livermore-Pleasanton benchmark classifications compare with comparable positions. The criteria for selecting benchmark agencies within the Bay Area nine-county region will be as follows:

- A. Have a service population between 100,000 to 200,000; or
- B. Have a minimum of 100 represented employees in which 8 to 12 fire companies are maintained.

The above criteria may be modified to reflect changes in demographics and/or operational structure.

The specific classifications selected as the benchmark classes (classifications used for compensation comparisons) will be determined through classification analyses. That is, the duties, responsibilities and minimum requirements for the benchmark classes are comparable among the survey agencies, not merely classification titles.

Six (6) months prior to the expiration of the Memorandum of Understanding, LPFD will meet and confer with the Union as to the Agencies from the Bay Area be surveyed. Total Compensation arrays will be provided to the Union representative three (3) months prior to the expiration of the Memorandum of Understanding.

Section 31. Hazardous Material Response Team

The Department intends to maintain the ability to respond to and mitigate hazardous materials (Haz Mat) incidents above the first responder level. To accomplish this the Department will train and staff each shift with four Hazardous Materials Specialists.

31.1 Hazardous Materials Staffing

Each shift will be staffed with, 1 Hazardous Materials Captain, 1 Hazardous Materials Engineer, and 2 Hazardous Materials Firefighters.

31.2 Compensation

Personnel assigned to the Hazardous Materials Response Team will be compensated at five percent (5%) above their respective base rates of pay, subject to MOU Section 5.1.

31.3 Training

The Department shall provide a minimum of twenty-four (24) hours training for Haz Mat Team members per year. This training can be a combination of in house and outside training. However, the twelve team members will train together eight (8) hours a year (as part of the minimum 24 hours), as a complete team. The balance of training may be with team members or as individuals with assigned study. Haz Mat continuing education hours do not count towards promotional career development continuing education requirements. The Hazardous Materials Team Coordinator shall determine the specific type of training.

31.4 Hazardous Materials Assignments

Minimum staffing shall be two (2) specialists on duty at all times. Of this one (1) specialist must be one of the twelve "A" team members.

The Local understands that it is beneficial to its membership and the Department to maintain a reserve pool of trained Hazardous Materials response personnel. As such, the local will agree to the Department maintaining such a pool of trained personnel.

The Department may maintain up to four members per shift of any rank for the pool. These personnel may be specialists or technicians and will be chosen by rank Department seniority.

Personnel assigned to the initial "A" and "B" teams were done by rank seniority within their respective divisions. There was not, nor will be cross-division bumping to acquire a Hazardous Material team position.

Parties have agreed to maintain the "Company" concept to the "A" team (i.e. Captain, Engineer and two (2) Firefighters).

Until there are enough team members of the proper rank, per division, Hazardous Material Specialists of differing ranks will temporarily fill current vacancies on the "A" team. As personnel on the "B" team attain Specialist certification they may, if they hold the vacant position's rank, displace those on the "A" team working temporarily out of rank positions. Those individuals bumped off the "A" team will return to occupy a "B" team position.

When an "A" or "B" Team member moves to another Division, if there is an open position on either team, can submit for it. All positions on "A" or "B" team will be filled by rank seniority. If after a cross division move there are no open positions for the transferring employee, they will no longer continue in a hazardous materials team status.

The Fire Chief and the Local have mutually agreed to postpone the discussion of a Hazardous Materials "11th" Company until such eleventh company is actually created. At that time the concept and functionality can be further reviewed.

Members of this pool will be used to maintain Department minimum staffing for Hazardous Materials response. If a pool member is used to maintain the minimum staffing, this member will be compensated five percent above their base salary for the time they are in the position, for assignments exceeding one (1) continuous hour.

Pool members may also be needed to staff key positions during significant Hazardous Materials incidents. If members are so used they will be compensated five percent of their base salary for the time they are used on an incident, for assignments exceeding two hours per incident, including a Hazardous Materials recall.

Pool members will be required to participate in a minimum of sixteen (16) hours of Hazardous Materials training per year 8 hours of which are in conjunction with the Hazardous Materials Team. This training may be with the team or as individuals with assigned study.

Section 32. Separability of Provisions

In the event that any provisions of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Section 33. Existing Memorandum of Understanding

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the Department and the Union and shall constitute the wages, hours, and working conditions for those employees represented by the IAFF, Local 1974, for the period August 1, 2001 through July 31, 2007. Revised, made and entered into this 22nd day of May, 2001.

LOCAL 1974, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO-CLC

LIVERMORE-PLEASANTON FIRE
DEPARTMENT JOINT POWERS
AUTHORITY

By _____
Paul Molkenbuhr

By _____
Deborah Acosta McKeehan

By _____
Mark Pfeifle

By _____
Linda Barton

By _____
Dennis Burns

By _____
Nelson Fialho

By _____
Peter Richert

By _____
Stewart Gary

By _____
Rick Bordley

Appendix A
Salary Schedule

The Department will issue an updated salary schedule at the beginning of each contract year reflecting the salary adjustments listed in Section 5.1.

Appendix B
Grievance Review Board Procedures

1. Each party shall exchange a list of witnesses and exhibits fourteen calendar days prior to the Review Board hearing. Witnesses or exhibits not set forth on the list shall not be called or used, respectively, at the hearing, except for rebuttal. Witnesses and exhibits not on the list shall not be called nor used, respectively, should the grievance proceed to arbitration, except for rebuttal.
2. Either party may be represented by an attorney or a designated representative and may use an attorney at the Review Board hearing. Any party so choosing to use an attorney shall notify the other party fourteen calendar days prior to the Review Board hearing and the failure to do so shall preclude that party from using an attorney at the hearing.
3. Either party may call witnesses and submit exhibits as provided in Section 1, and through the Board, may question the other party's witnesses. Either party may present that party's position in writing or orally. The hearing will be conducted in a manner consistent with an individual's rights under the law. The Review Board may continue the hearing if the Board requests additional information from either party. The Review Board hearing may be recorded electronically or by a court reporter/stenographer.
4. All members of the Review Board will conduct themselves professionally, with the intent of reaching a fair and just resolution of the grievance submitted. Any Review Board member may question any witness. Any Review Board member who is listed as a witness shall not serve as a Review Board member for that hearing.
5. At the conclusion of the hearing, the Review Board may entertain oral argument of the parties and shall deliberate in order to reach a decision. The Review Board may deliberate in private. During deliberations, the Review Board shall review the facts and arguments presented.
6. After deliberation, the Review Board shall (a) uphold the grievance, (b) deny the grievance, (c) fashion/mediate a resolution that is not in conflict with the labor agreement, or (d) deadlock. A majority vote is needed for items (a), (b) and (c). If the Review Board deadlocks, the grievance shall be submitted within 14 calendar days to the Joint Executive Directors. If, in deciding the grievance, the Review Board determines that either party violated a provision of the Memorandum of Understanding, that determination will be submitted in writing to the Joint Executive Directors within fourteen calendar days.
7. The Review Board may, by majority vote, adopt other reasonable informal procedures to (a) facilitate an efficient and speedy outcome of the grievance, including directions for submitting disputes in writing; (b) to establish time limitations; (c) to establish methods to preserve privacy in EEO related disputes; and (d) to adopt similar matters in furtherance of an appropriate management-labor relationship.
 - A. By mutual agreement of the parties, the Review Board hearing may be bypassed and the grievance advanced to the next level of the grievance process.