Livermore-Pleasanton Fire Department Joint Powers Authority

and

The International Association of Fire Fighters, Local 1974, AFL-CIO-CLC

MEMORANDUM

OF

UNDERSTANDING

JANUARY 1, 2012 – JUNE 30, 2014

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The City of Livermore and the City of Pleasanton have jointly formed the Livermore-Pleasanton Fire Department Joint Powers Authority. The International Association of Fire Fighters, Local 1974, AFL-CIO-CLC, and representatives of the Cities 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 has been presented to the Livermore-Pleasanton Fire Department Joint Powers Authority governing board and to the City Councils of the City of Livermore and the City of Pleasanton. The governing board and the City Councils have approved the salary and employee benefit adjustments for the period commencing January 1, 2012 and ending June 30, 2014.

"Employees" as used in this Memorandum of Understanding shall mean employees of the City of Pleasanton. Unless otherwise indicated, "City" or "the City" shall mean the City of Pleasanton.

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 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 Agency Shop

Pursuant to legislation enacted by SB 739 and amendment to the Meyers-Milias-Brown Act, the City and the Union agree to abide by the following provisions as they relate to an agency shop.

A. Agency Shop as defined under Meyers-Milias Brown means "an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization." The City and the Union agree that an agency shop arrangement between the City and the Union shall be placed in effect upon ratification of this agreement.

B. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees,

or agency fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen from - the list of organizations below:

1. Taylor Foundation
2. Alyssa Anne Rousch Burn Foundation
3. American Cancer Society
4. Senior Support Services

If the Union fails to designate qualified organizations or less than three organizations, then the employee may contribute the required amounts to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union.

C. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution in accordance with Section 2.2.A.

D. If implemented, an agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding, pursuant to the Meyers-Milias-Brown Act.

E. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.

F. The Union shall indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.

2.2 Dues Deduction

A. Upon receipt of a written assignment and authorization signed by the employee, the Livermore-Pleasanton Fire 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.

B. 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.

C. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off 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.

D. 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. However, the Union shall not be required to make reimbursements should discovery of the error occur twenty-four (24) months after the occurrence of the error.

2.3 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.

2.4 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.

2.5 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 and/or communications equipment 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 Membership Meetings.

1. Union meetings may be held in a Fire Station after 1700 hours.
2. Union meetings shall not interfere with regularly scheduled duties or emergency response.
3. On-duty members may attend Union Meetings, as long as no first-due districts are left empty, or by approval of the Fire Chief.

2.6 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 to be adopted by the Livermore-Pleasanton Fire Department and shall be given the opportunity to meet and confer 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 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, and any persons employed by them shall comply with the City of Pleasanton's Harassment Policy (Human Resources & Administrative Policy Guide).

Section 4. Union Representatives and Non-Discrimination

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.

Furthermore, the Fire Department shall not discriminate against any employee because of legitimate employee organization activities.

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.

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 an entrance salary for the original appointment or a reinstatement at a rate greater than the minimum rate for that classification.

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 a 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

Permanent and probationary employees shall be advanced one salary step in their respective classifications after satisfactory completion of full-time service, until the top of the range is reached. (See timetable below). No salary advancement shall exceed the maximum rate established in the respective classification.

Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as recommended by the Fire Chief.

Changes in an employee's salary because of promotion or demotion establish a new salary anniversary date for that employee. Salary range adjustments for a classification will not establish a new salary anniversary date for employees serving in that classification.

Salary Advancement Timetable

Firefighter	Step 1 to Step 2	After 6 months of fulltime satisfactory service at Step 1
Firefighter	Step 2 to Step 3	After 6 months of fulltime satisfactory service at Step 2
Firefighter	Step 3 to Step 4	After 6 months of fulltime satisfactory service at Step 3
Firefighter	Step 4 to Step 5	After 12 months of fulltime satisfactory service at Step 4
Firefighter	Step 5 to Step 6	After 12 months of fulltime satisfactory service at Step 5
Fire Engineer	Step 7 to Step 8	After 12 months of fulltime satisfactory service at Step 7
Fire Captain	Step 9 to Step 10	After 12 months of fulltime satisfactory service at Step 9

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 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class, he/she shall receive the minimum rate for the higher class; provided, however, that such rate is at least five percent (5%) above his/her current wage rate. When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which he/she is demoted. The specific rate of pay within the range shall be determined by the City Manager, whose decision shall be final; provided, however, that the employee's rate of pay shall not be set at a lower rate than he/she would have received had he/she remained in the lower class.

5.8 Acting Fire Marshal Compensation

If both the Fire Marshal and Assistant Fire Marshal are unavailable for normal management duties for more than a full work day, a Fire Inspector or the Hazardous Materials Inspector will be designated by the Fire Chief as 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.

5.9 Cumulative Incentive Allowance Limitation

Effective August 1, 2007, there will be a cap of fifteen percent (15%) 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 and educational incentive 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 and worked in accordance with the following chart:

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

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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 24-day FLSA duty cycle as currently administered by Pleasanton.

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 set forth 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", "4/10" or flexible start and end times of the work day. The Fire Chief will determine the availability of alternative work schedules which may include the start and end times of the work day, available flex days off, and lunch periods. Fire Prevention personnel may bid the schedules established by the Fire Chief based on seniority. 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 be approved only 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. Except as approved by the Fire Chief as provided under Section 16.7 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 may not use trades to alter or change their work schedule.

A member owing trades as the result of a promotion may work in their former position in order to repay the trade(s), i.e. an engineer may work as a Firefighter, and a Captain may work as a Firefighter or an Engineer depending on the rank from which he/she was promoted. The time limit for resolving owed trades is 90 calendar days from the date of promotion.

Employees, who are working on-duty as part of an exchange of time, are not considered on the payroll for hours worked for the purpose of accumulated hours 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.

Trades can be cancelled at any time, provided it is done before staffing is filled 6 days prior to the shift. If an employee cancels a trade inside the 6 days, he/she must call and notify the on-duty chief officer. Employees are allowed a maximum of 6 trade cancellations per calendar year inside the 6 days.

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 announced via an Information Bulletin to all members and filled through the bidding procedure described in the department policy.

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 specific period of time. Mutuals are not permanent. 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 no mutual shall exceed twelve (12) months from the initial date. At the end of the twelve months both individuals will return to their original 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 with whom they are requesting the "Mutual".

All "Mutuals" shall be submitted in writing to the Deputy Chief of Operations.

Employees assigned as paramedics may only change assignments with other employees assigned as paramedics. Mutuals shall be considered trades between the employees involved. Only one mutual between parties will be allowed for the specific period of time. Members will not be allowed to participate in more than one mutual at a time.

Assignments properly bid will be permanent unless openings occur. All openings will be bid department wide using the department policy. In the event a station opens or closes, or there is a change in the deployment model, all affected personnel shall have the ability to re-bid following the department policy.

The Fire Chief, and/or designee, may administratively reassign shift/station assignments which result in a displacement for up to 20 shifts per occurrence to meet Department needs. This shall not apply to probationary employees or to administrative moves not resulting in displacement of another employee.

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 15-minute increments as follows:

Overtime Worked	Paid As
1 through 15 minutes	15 minutes
16 through 30 minutes	30 minutes
31 through 45 minutes	45 minutes
46 through 60 minutes	60 minutes
61 through 75 minutes	75 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 fifteen (15) minute increments as set forth in the previous table.

Strike team overtime compensation shall be at the 24 hour overtime rate for all of the time spent on the Strike Team assignment.

An employee held over past the completion of his/her shift due to a trade will be compensated for overtime at that employee's overtime rate.

An employee having completed his/her regular duty shift and called back to work from home because of an emergency incident shall, upon reporting to work within a reasonable time after notification and

commencing with the time of notification, receive not less than four hours overtime compensated at one and one-half (1 and 1/2) times his/her twenty-four (24) hour rate of pay.

A reasonable time is defined as drive time from home plus ½ hour, unless otherwise approved by the duty chief.[JY1]

7.2 Procedures For Filling Absences:

The procedure for determining and filling overtime shall be that contained in the department policy.

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 a full week 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 below.

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 Prevention Personnel are 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 Prevention Personnel 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. Once an employee has accrued one hundred and twenty (120) hours of compensatory time off, the employee shall be paid for overtime worked until such time that the balance drops below the cap. With written notice prior to June 1st and December 1st of each year, 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

Effective August 1, 2007, the maximum amount of shift-fill overtime will be eliminated.
The Fire Chief will determine whether shift-fill overtime is limited to a specific number of shifts per month or year. Any such decision shall be based solely on safety concerns, operational need and the existence of unusual occurrences that may require the Department to extend personnel resources. Any decision to limit shift-fill overtime shall be discussed with the Union prior to implementation.

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, EPMC, and exclusive of any overtime. Such

compensation shall be paid in two installments. Such payments are to be made on the first pay date on or after December 1 and the first pay date on or after June 1.

Employees shall receive prorated holiday pay upon termination.

The following holidays will be observed for Fire Prevention Personnel:

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. Christmas Day

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. Certification/License Pay

Employees' classifications represented by the Union shall be paid certification/license pay as follows:
Suppression - Employees shall maintain their EMT certifications or Paramedic licenses in order to be eligible for certification/license pay:

Effective as soon as administratively feasible in 2012 – 1% of base salary
Effective July 6, 2013 – an additional 1% of base salary for a total of 2%.
Effective January 4, 2014 – an additional 2% of base salary for a total of 4%.

Prevention: Employees hired after July 1, 2012 shall obtain the California State Fire – Fire Prevention Officer (Level 1) certification to be eligible to receive the certification pay in accordance

to the schedule under "Suppression" above. (Employees hired prior to July 1, 2012 shall be "grandfathered" for the purposes of receiving the certification pay.)

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 and each Truck 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. prior LFD grandfathered Captain) 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 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 maintaining 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 equal to eight percent (8%) of the employee's base pay.

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:

Years of Continuous Service	Monthly Accrual Rate
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:

Years of Continuous Service	Monthly Accrual Rate
First through fourth year	8.57 hours
Fifth through eleventh	11.43 hours
Twelfth 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 for 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 0800 to 2000, or 2000 to 0800. Employees may take less than twenty-four (24) or twelve (12) vacation hours provided they find their own relief.

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 four hundred thirty-two (432) hours of his/her annual vacation entitlement to the next calendar year.

Effective January 5, 2013, no employee will be allowed to accrue vacation hours above the cap. At any time an employee reaches four hundred thirty-two (432) hours, the employee will cease accruing vacation until such time as the balance falls below the cap. However, in the event an employee has requested to take vacation but been denied or there were other extenuating circumstances that prevented the employee from taking vacation, the employee may submit a written request to the City Manager, or designated Assistant City Manager, for special consideration to carry over vacation balances beyond four hundred thirty-two (432) hours.

Effective September 15, 2012, any accrued vacation in excess of three hundred sixty (360) hours will be placed in a separate Excess Vacation Bank for each affected employee. Employees shall be entitled to use the hours in the Bank for vacation or for extended leave in the same manner as regular vacation hours. The hours shall be paid out at the pay rate of the employee when utilized.

13.4 Vacation Scheduling

Vacation selection will be subject to the procedure stated in the department policy 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 an eighth (8th) or additional person requires the requesting person to provide the name of his/her replacement.

Vacation shall be prescheduled in accordance with department policy provided the leave time requested has been earned or will be earned by the time it is taken. The Fire Chief may grant the use of up to fifty-six (56) hours of vacation time to be taken beyond what has been earned. This leave shall not be prescheduled or considered earned vacation for accrual purposes.

Vacation can be cancelled at any time, provided it is done 24 hours before the start of the shift. If an employee cancels vacation after the vacancy has been filled (inside 6 days) he/she must call and notify the on-duty chief officer. Employees are allowed a maximum of 6 vacation cancellations per calendar year inside the 6 days.

When an employee carries a negative balance no additional vacation may be taken until a sufficient number of vacation hours have been earned.

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

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

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, 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 consecutively. Once the most senior employee has chosen his/her initial vacation, it becomes the next 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 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 at his/her discretion, but only shall be allowed as follows:

A. In cases of necessity and actual personal sickness or disability of the employee.

B. For medical and dental appointments of the employee, at the discretion of the Fire Chief or his/her designee.

C. For the care of or attendance upon the sickness or disability of members of his/her immediate family. A maximum of one hundred forty-four (144) hours of sick leave for 56-hour employees and ninety-six (96) hours for 40-hour employees 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 Human Resources shall first, where necessary, pass upon sufficiency of relationship.

D. Sick leave is to be reported per department policy.

E. If an employee is on vacation and becomes sick, he/she may call as stated in section D 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 sections (A), (B), and (C) 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 two full shifts, one shift equals 24 hours, 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. However, if the employee uses excessive sick leave and/or demonstrates a pattern of sick leave misuse, abuse or falsification (i.e. using sick leave in conjunction with days off, vacation, holidays or otherwise) the employee may be required to file a physician certificate or a personal affidavit following an absence of a single work shift or otherwise comply with the City's Attendance Management Program. Any purposed changes to the City's current Attendance Management Program shall be negotiated with the Union.

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 Prevention Personnel 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 40-hour employee per year. Employees not in a pay status at the beginning of the payroll calendar year 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. New employees who join the City after the start of the calendar year will receive floating holidays on a prorated basis.

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 the 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 Fire Chief 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.

15.7 Catastrophic Leave

The Department will implement a Catastrophic Leave Policy as outlined in Appendix B.

15.8 Bereavement Leave

In the event of a death in the immediate family, employees may take paid bereavement leave of up to 48 hours for fire suppression personnel and 40 hours for 40-hour work week personnel per event. Employees may utilize other paid leaves (including sick leave) to extend bereavement leave, subject to approval of the Fire Chief.

In this context only, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

15.9 Union Leave Bank

Effective the first full pay period in July of each year, each active bargaining unit employee may voluntarily elect to contribute to the Union Leave Bank by reducing his/her vacation accrual by four (4) hours for 56 hour personnel and two (2) hours of vacation accrual or comp time for 40 hour personnel. The contribution will be credited to the Union Leave Bank. If, at the end of any fiscal year, the Union Leave Bank has a balance of more than 720 hours, the exchange of hours described above will not occur for that fiscal year.

Employees hired during the year will have no deduction until the following fiscal year's leave bank transfer. Employees separating employment during the year will receive no credit for or return of hours contributed to the Union Leave Bank.

The City will administer taxes as believed to be consistent with all applicable laws governing the taxation of these donated hours. The City takes no responsibility should the IRS or any other governing agency prescribe a different interpretation of tax law. This liability will fall solely on the bargaining unit and its members. The union will indemnify the City for any claims both actual winnings and attorneys fees. The City will choose its own attorney in these matters.

Usage of the Union Leave Bank

When a bargaining unit employee has received the appropriate approval to be absent from his/her schedule shift(s) for union business, payment of the employee(s) covering for the shifts(s), at the applicable regular or overtime rate, will be made, hour for hour, from the Union Leave Bank. The employee absent from work on union business shall receive pay for their regularly scheduled shift, as such absence shall be recorded as paid Union Leave.

Authorization for use of the Union Leave Bank

Union Leave Bank may be utilized for scheduled work absences contingent upon the following:

1. Absence is for a union authorized event or purpose.
2. Use of Union Leave Bank for absence has prior written approval of an authorized union official
3. Sufficient balance exists in Union Leave Bank to reimburse the City for the absence at applicable regular and overtime coverage
4. Absence is approved in writing by shift Battalion Chief

Approval for use of the leave will be denied if there are insufficient hours in the Leave Bank to pay for the coverage of shifts during the proposed absence.

Shift Coverage: The Battalion Chief shall secure a replacement to cover the shifts resulting from an approved Union Leave absence, pursuant to the current practice for obtaining shift replacements. In the event Union Leave is sought at a time when there are inadequate hours in the leave bank to cover the leave, employees may seek a shift-trade, vacation or comp-time in accordance with current policy and practice.

Time Card Coding: Employees absent on Union Leave and employees covering for employees absent on Union Leave shall code their time cards accordingly.

Disclaimer of Liability: The City assumes no responsibility for how the leave time is used. Time spent on Union Leave is not considered time worked for purposes of worker's compensation or any other purpose and the Union shall indemnify and defend the City for any claim that arises in whole or part from the activities of employees utilizing such leave. The union will indemnify the City for any claims both actual winnings and attorneys' fees. The City will choose its own attorney in these matters.

Overtime: Time spent on Union Leave is not counted as time worked for purposes of calculating City or FLSA overtime. Time spent by employees covering for those on Union Leave is counted as time worked for purposes of overtime. The union will indemnify the City for any OT compensation claims both actual winnings and attorneys' fees. The City will choose its own attorney in these matters.

No Waiver of Rights: Nothing in this section shall supersede the Fire Chief's duty to maintain management control over shifts to ensure that the daily operation of the Fire Department and emergency situations are adequately covered.

Section 16. Health and Welfare

16.1 Hospital and Medical Care - Active Employees

A. Contributions

The City will continue to contribute a monthly amount for each employee no greater than the family rate of the lowest cost HMO.

B. Increases in Premiums

Effective July 1, 2009, the City will pay for any increase in the medical plan premiums up to a maximum of 15% annually of the lowest cost HMO family rate. The difference will be deducted from the employee's paycheck on a pre-tax basis.

In the event that the medical premium increase is less than 15%, the City's sole obligation is to pay the lower percentage increase.

C. Plan Co-Pays

The health maintenance organization (HMO) medical plans co-pays shall be ten dollars ($10) for office visits. The prescription drug co-pays shall be ten dollars ($10) for generic, fifteen dollars ($15) for brand and thirty-five dollars ($35) for non-formulary (the Kaiser HMO provides for a two-tier prescription drug plan). The Preferred Provider Organization (PPO) medical plan co-pays shall be fifteen dollars ($15) for office visits. The prescription drug co-pays shall be ten dollars ($10) for generic, twenty-five ($25) for brand and thirty-five dollars ($35) for non-formulary.

D. Changes to Plan Designs

During the term of this Agreement, the City reserves the right to propose changes to the plan designs and co-pay structure in order to reduce costs to the City and employees.

Changes to plan design shall be by mutual agreement.

The City agrees to provide up to three (3) health plan options for employees and eligible dependents. At least two options will be HMOs and the other will be a PPO option. For the term of this agreement, the City agrees to continue to offer Kaiser as one of the HMO options.

16.2 Health and Medical Care – Retired Employees

A. Spousal Continuation of Benefits

In the case where the employee eligible for two-party coverage is deceased, the amount the City is obligated to pay shall be reduced by one half (1/2). If the spouse remarries, the obligation by the City shall terminate. Domestic partners shall be treated in the same manner as spouses for continuation of benefits.

B. Plan Design

Employees who retire on or after July 1, 2009, will have the same benefit co-pay and plan design as provided to active employees in accordance with Section 16.1.C and are subject to the 15% premium cap provisions of Section 16.1.B.

C. Vesting Schedule for Employees Hired Before July 1, 2012

1. Service Retirement

For all employees who retire with service from the City of Pleasanton, the City shall pay four percent (4%) for each year of service of the City's contribution toward the monthly premium for employee and one dependent.

2. Disability Retirement

For all employees who retire with disability, the City shall pay a percentage of the City's contribution toward the monthly premium for employee and one dependent in accordance with the schedule set forth below:

Years of Service	City's Contribution
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%

3. City Contributions
The City's contribution for retiree medical is established as the same dollar contribution paid for active employees at the employee plus one rate of the lowest cost HMO early retiree plan.

4. Reimbursement for non-City Plans
In the event that a retiree obtains medical coverage through a plan not offered through the City of Pleasanton, the City will reimburse the retiree up to the amount outlined in Section 16.2.C.3 but no more than the amount paid by the retiree. Retirees must supply proof of coverage and proof of payment in order to be reimbursed.

5. Benefits for Medicare Eligible Retirees
All retirees eligible for Medicare are required to apply for Medicare benefits. Upon qualifying for and receiving parts A and B of Medicare, the City shall not be obligated to contribute an amount in excess of the monthly premium for the lowest cost HMO health plan supplement to Medicare for employee and one dependent.

D. Vesting Schedule for Employees Hired On Or After July 1, 2012

1. Service Retirement
For all employees who are hired on or after July 1, 2012 and retire from service, the City shall provide the following benefit:

The City shall pay for each year of service equivalent to four percent (4%) of the City's contribution toward the monthly premium for single coverage.

2. Disability Retirement
For all employees who are hired on or after July 1, 2012 and retire with disability, the City shall pay a percentage of the City's monthly contribution toward the premium for single coverage in accordance with the schedule set forth below:

Years of Service	City's Contribution
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%

3. City Contributions
The City's contribution for retiree medical is established as the same dollar contribution paid for active employees at the single rate of the lowest cost HMO early retiree plan.

4. Reimbursement for non-City Plans
In the event that a retiree obtains medical coverage through a plan not offered through the City of Pleasanton, the City will reimburse the retiree up to the amount outlined in Section 16.2 C.3 for the single rate, but no more than the amount paid by the retiree. Retirees must supply proof of coverage and proof of payment in order to be reimbursed.

5. Benefits for Medicare Eligible Retirees
Retiree health benefits will cease once the employee becomes Medicare eligible.

6. Retiree Health Savings Account
The Association and the City will meet within thirty (30) days after adoption of this agreement to review and select a Retiree Health Savings Account plan (RHSA). For employees hired on or after July 1, 2012 and who have successfully passed probation the City will contribute seventy-five dollars ($75) per month to the employee's RHSA. Additionally, each employee eligible for the City contribution will have a mandatory, pre-tax deduction of twenty-five dollars ($25) per month toward the RHSA. The total monthly contribution to the RHSA will be one hundred dollars ($100). However, those employees contributing to the RHSA may increase the mandatory employee contribution above twenty-five dollars ($25) if a fixed amount is agreed to by, and implemented for, all contributing employees.

Employees have a vested right to the funds at the time of deposit. Funds deposited in the RHSA are portable and belong to the employee, regardless of length of service or reason for separation.

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

16.3 Dental

The City shall contribute an amount necessary to provide dental care benefits for the individual employees and eligible dependents. The City shall provide a lifetime maximum orthodontia coverage of $2,000 for individual employees and eligible dependents.

16.4 Life Insurance

The City shall contribute an amount necessary to provide $50,000 life and $50,000 accidental death and dismemberment insurance coverage for the individual full-time employee.

Employees may purchase, at the employees' own expense and within the limits set by the insurance carrier, additional amounts of life insurance under the existing policy.

16.5 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 16.6).

16.6 Cafeteria Plan

An IRC Section 125 Cafeteria Plan is provided to each full-time employee who is eligible to enroll in one of the medical insurance plans offered by the City of Pleasanton as outlined in the Plan Document. The 125 Cafeteria Plan provides employees with a one-tier credit formula which provides employees the opportunity to obtain plan credits for the purpose of: (1) purchasing supplemental benefits; (2) redirecting credits to a flexible spending account pursuant to IRC 125; or (3) cashing out credits at a rate of $0.35 on the dollar. The one-tier credit formula is based on the combined sum of Kaiser and VSP "employee only" premium, adjusted by the City, dollar-for-dollar for annual rate increases. Proof of other coverage from another carrier is required to waive the medical benefit. In the event that an individual employee loses his/her primary coverage, the City will allow the employee to re-roll in the City's health plans within thirty (30) days of receiving notice that primary coverage has been lost, thereby enabling the continuation of benefits to the employee. 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. Vision coverage may also be waived in order to receive credits in lieu of benefits and does not require coverage by the spouse or partner. 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. The maximum contribution limits of medical reimbursement for the Section 125 Cafeteria program is $2,500 per year.

The City will take into account the employees' interests in supplemental insurance products, to the extent that these benefits can be offered within an IRC 125 Plan on a pre-tax basis.

16.7 Long-Term Disability

The City shall pay to the Union the sum of nineteen dollars and fifty cents ($19.50), up to a maximum of twenty-three dollars ($23.00) 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.

16.8 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.

16.9 Employee Assistance Program

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

Section 17. Retirement

17.1 Retirement Plan

The City shall provide for the employees covered by this agreement the following PERS plan options: 3%@50, single highest year and fourth level 1959 Survivor's Benefit at the City's expense. The Military Service Buy-Back option will be paid at the employee's expense.

In addition, the City, at its expense, contracts with PERS for the purpose of providing the "credit for unused sick leave" option. The amount of unused hours of sick leave is converted to days and reported to PERS as service credit in accordance with PERS requirements.

The City, at its expense, contracts with PERS for the purpose of providing Section 21548 "Pre-Retirement Option 2W Death Benefit". The spouse or domestic partner of the deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit in lieu of the lump sum Basic Death Benefit.

Effective as soon as administratively feasible, the City will modify the formula to provide for 3%@55 retirement formula with 36 highest paid consecutive months option for new employees hired after the ordinance is adopted by the respective City Councils. All other optional PERS retirement benefits remain in effect.

PERS Status for Fire Prevention Personnel

The classifications of Fire Inspector 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 City 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.

Only employer paid member contributions are reported to PERS as special compensation.

Effective as soon as administratively feasible, employees will pay four percent (4%) in addition to the current two percent (2%) for a total of six percent (6%) of the Member Contribution (EPMC); effective July 6, 2013, employees will pay an additional three percent (3%) for a total of nine percent (9%) of the full Member Contribution (EPMC). Employee contributions to the EPMC shall be made pre-tax in accordance with applicable law.

Section 18. Fire Inspectors

The Department recognizes the importance of maintaining a core of trained fire investigators.

Therefore, Fire Inspectors will be encouraged to participate as members of the Alameda County Arson Task Force.

Section 19. Uniforms

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.

Effective 2013, the annual uniform maintenance allowance for suppression personnel shall be six hundred and fifty dollars ($650.00), 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.

Effective 2013, the annual uniform maintenance allowance for Fire Inspectors and Hazardous Materials Inspectors is eight hundred dollars ($800.00). 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, or any other accrediting agency approved by Human Resources.

Tuition is reimbursed in the amount up to, but not to exceed, the annual registration fees levied by California State University, East Bay for 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 (Instructional Related Activity) Fee; Facility Fee; University Union Fee; Health Services Fee and ID fee.

The maximum tuition and fee reimbursement an employee may receive per fiscal year shall not exceed the annual maximum levied by California State University, East Bay for the four quarter academic year beginning with the proceeding fall quarter. Employees accepted and enrolled in an undergraduate program are eligible to receive reimbursement up to the full-time equivalent for undergraduate tuition and fees at CSU East Bay. Employees accepted and enrolled in a graduate program are eligible to receive reimbursement up to the full-time equivalent for graduate tuition and fees at CSU East Bay.

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

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 <u>except</u> 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:

Educational Level	Eligible Positions	Pay %
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%

Effective August 1, 2007, employees covered under this Educational Incentive Pay Plan shall receive the greater of this plan or the amounts provided under Section 21.3 of this Memorandum of Understanding.

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.

21.3 Educational Incentive Pay

Effective August 1, 2009, eligible employees shall receive Educational Incentive Pay as provided below:

AA or AS in Fire Science	$50/month
(60) accredited semester units, of which 24 units must be in Fire Science	$50/month
BA or BS Degree	$100/month

NOTE: The above educational levels are not cumulative. The maximum educational incentive pay received by a Firefighter, Fire Engineer, or Fire Captain shall not exceed $100 per month. Effective August 1, 2009, employees covered under this Educational Incentive Pay Plan shall receive the greater of this plan or the amounts provided under Section 21.1 of this Memorandum of Understanding.

Section 22. Probationary Period

22.1 Length of Probationary Period

All original appointments to Fire Suppression positions shall be tentative and subject to a probationary period of eighteen (18) months actual service. The probationary period for Fire Prevention personnel shall be 12 months.

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

When a Chief Officer demotion crosses bargaining units within the first twelve months and there is continued employment with the LPFD 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 the first twelve months, a Chief Officer promoted from Local #1974 will have rank seniority restored with the only reduction being the missing weeks served in a management capacity.

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.

The above policies for rank seniority and the overtime factor will cover self or forced demotions within the 3 to 12-month promotional period for members of Local #1974. If a demotion occurs after that, demotions will occur to open positions and rank seniority will be affected. The demoted employee will "start-over" for rank seniority and the overtime factor will be reset as in paragraph above.

Chiefs hired from outside the bargaining unit cannot demote to a line position. There is no provision for this in the Local 1974 MOU, City of Pleasanton Management Compensation Plan or LPFD Personnel Rules.

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 notice at least two (2) weeks in advance of the effective date of the resignation.

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.

"Notice of Intent to Lay Off" will be provided to employees who may be impacted and the Union at least 16 weeks prior to the anticipated date of lay off, thus allowing employees to register for the Displaced Firefighters List.

The employee having the least length of total continuous service with the Department in the 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. Each name shall be carried on a re-employment list for a period of one (1) year from the date of lay off from Department service or change of classification through displacement. The Fire Chief may extend the name(s) on a re-employment list for an additional one (1) year. No name shall be carried on a re-employment list for a period longer than two (2) years from the date of lay off from Department service or change of classification through displacement unless authorized by the City Manager.

Section 25. Discipline

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

Letters of Written Reprimand

All Letters of Written Reprimand in an employee's personnel file will be removed from the file three (3) years after the date of issuance at the request of the affected employee. Letters of Written Reprimand not removed after the three (3) year period will be disregarded.

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.

Any dispute which involves the interpretation or application of department policies outside this Memorandum of Understanding is not considered a grievance and is subject to an informal dispute process as follows:

1) The dispute will be presented, in writing, to the applicable Deputy Fire Chief. The applicable Deputy Fire Chief will render a determination.

2) The dispute may be appealed, in writing, to the Fire Chief. The Fire Chief will render a determination.

3) The dispute may be appealed, in writing, to the City of Pleasanton City Manager's Office. The City Manager or his/her designee will render a determination which shall be final.

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) 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.

3) 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 (4 below), which has not first been filed and investigated in accordance with this paragraph (3).

4) 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 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 (3) 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 C.

5) 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.

6) 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.

7) Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law, Ordinances and Resolutions of the Livermore-Pleasanton Fire Department JPA.

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 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.

26.7 All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief. Complaints which allege that employees are not being compensated in accordance with the provision of this Memorandum of Understanding shall be considered as grievances.

Both parties agree that adjustments shall be retroactive for a maximum of six (6) months from the date upon which the complaint was filed except in instances where retroactive adjustments are mandated by federal or state law, or required by outside entities.

In the event the City overpays an employee above the compensation outlined in this Memorandum of Understanding, the City may collect up to six (6) months of overpayment dated from the date of discovery.

Any other matters of compensation are to be resolved in the meet and confer process and detailed in the Memorandum of Understanding. If the matter is not detailed in the MOU, it shall be deemed withdrawn until the next meet and confer process is opened for such discussion.

26.8 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.

26.9 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.

26.10 The provision of this Section shall not abridge any right to which an employee may be entitled under the Fire Department ordinance and resolution, nor 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.

All grievances of employees 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

On August 1, 2001, the Department and Local adopted the IAFC-IAFF Fire Service Joint Labor Management Wellness-Fitness Initiative. Any exceptions to the current program (3rd edition with modifications) implemented during the term of the agreement will be mutually agreed upon by the Department and the Local.

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.

The Department shall provide all employees over the age of 40 with a twelve-lead stress EKG examination biannually. 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.

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 in writing on the LPFD-Outside Employment Form.

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 or 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 Certification

Emergency Medical Technician 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 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

Both parties agree that the desired minimum staffing is (3) personnel assigned to each type one engine company and minimum of four (4) personnel assigned to each truck company within the Livermore-Pleasanton Fire Department. Both parties agree that four (4) person engine staffing may be appropriate based on Community Risk Assessment such as geography, potential isolation of personnel during significant incidents, and specialized programs (e.g. hazardous materials response). Staffing levels are

ultimately at the discretion of each City, and based on community need, economic conditions and city funding. 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 cities that Livermore-Pleasanton Fire Department will compare to are listed below.

Berkeley
Fairfield
Fremont
Hayward
Palo Alto
Richmond
San Ramon Valley Fire Protection District
Santa Clara (City)
Santa Rosa
Vallejo

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.

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 provide the ability to respond to and mitigate hazardous materials (Haz-Mat) incidents above the first responder level. To accomplish this, the Department will staff each shift with up to five Hazardous Materials Specialists.

31.1 Hazardous Materials Staffing and Assignments

A. Parties have agreed to maintain the "Company" concept of the Haz-Mat team (i.e. Captain, Engineer, Firefighter/Paramedic and Firefighter). The maximum number of Haz-Mat team members per shift is five (5). Four of the team members (Haz-Mat Captain, Engineer, Firefighter/Paramedic and Firefighter) are assigned to the designated Haz-Mat station. The fifth team member, determined by department seniority, is not rank specific and may be assigned to the Haz-Mat station based on organizational need using the bid process whenever possible.

B. Effective September 1, 2012 the four team member positions (Haz-Mat Captain, Engineer, Firefighter/Paramedic, and Firefighter) at the designated Haz-Mat Station will only be available to be filled by Haz-Mat Team members or individuals holding the appropriate Haz-Mat certification.

C. The transition to full implementation of a designated Haz-Mat Station will take place no later than June 30, 2014.

D. Procedures regarding staffing, assignments, training, withdrawal and other Haz-Mat specific topics will be included in Department policy.

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 Withdrawal Process

A Haz-Mat team member as defined in Section 31.1 shall be permitted to withdrawal from the Haz-Mat program after expiration of his/her five (5) years of Haz-Mat service and with the approval of the Fire Chief. The withdrawal procedure outlined in the LPFD Haz-Mat Policy will govern the parameters of the withdrawal process.

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 January 1, 2012 through June 30, 2014.

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

By_____
Jason Solak

By_____
Gregg Stanford

By_____
Dennis Burns

By_____
James Smith

By_____
Loy Proudfoot

By_____
Jared Jamison

By_____

Wayne Dutchover

LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY

By_____
Nelson Fialho

By_____
Marc Roberts

By_____
Julie Yuan-Miu

By_____
Troy Brown

By_____
James Miguel

By_____
Debra Gill

By_____
Joseph Rodondi

By_____
Doug Alessio

By_____
Michaele Risolia

Appendix A
Salary Schedule

LPFD - IAFF LOCAL 1974 SALARY SCHEDULE EFFECTIVE JUNE 9, 2012

POSITION	BASE	1	2	3	4
FIREFIGHTER	MONTHLY	5800	6091	6397	6717
	BI-WEEKLY	2676.80	2811.20	2952.32	3100.16
	HOURLY	23.90	25.10	26.36	27.68
	8 HR RATE	33.46	35.14	36.90	38.75

		5	6
FIREFIGHTER	MONTHLY	7052	7405
	BI-WEEKLY	3254.72	3417.52
	HOURLY	29.06	30.51
	8 HR RATE	40.68	42.72

		7	8
FIRE ENGINEER	MONTHLY	7894	8288
	BI-WEEKLY	3643.36	3825.20
	HOURLY	32.53	34.15
	8 HR RATE	45.54	47.82

		9	10
FIRE CAPTAIN	MONTHLY	8831	9271
	BI-WEEKLY	4075.68	4279.48
	HOURLY	36.39	38.21
	8 HR RATE	50.95	53.49

POSITION	BASIS	1	2	3	4	5
FIRE INSPECTOR / HAZARDOUS MATERIAL INSPECTOR	MONTHLY	6949	7296	7660	8043	8445
	BI-WEEKLY	3207.20	3367.20	3535.20	3712.00	3897.60
	HOURLY	40.09	42.09	44.19	46.40	48.72

Summary of Changes

2% Salary Reduction Restored

Appendix B
Catastrophic Leave Policy

The catastrophic leave program permits employees to donate hours of sick leave, vacation leave or compensatory time for the purpose of providing eligible employees, upon approval, additional hours of paid leave.

CATASTROPHIC ILLNESS OR INJURY

A catastrophic illness or injury is a major medical condition that disables the employee from working for a protracted period of time.

ELIGIBLE EMPLOYEE

An employee who because of a catastrophic illness or injury has exhausted his/her accrued sick leave, vacation leave, compensatory time, and:

1. Is ineligible for any city disability income benefits; and
2. Has an acceptable sick leave record as determined by the sick leave administrative committee upon the recommendation of the Fire Chief.

DONATING SICK LEAVE

Employees may donate sick leave, vacation leave or compensatory time to an eligible employee approved for catastrophic leave upon completion of the necessary form. Donations of sick leave once made are irrevocable.

REQUESTING/APPROVING CATASTROPHIC LEAVE

Requests for catastrophic leave must be in writing and be accompanied by a physician's certificate attesting to the catastrophic illness or injury.

ADMINISTRATION

The catastrophic leave shall be administered by a committee comprised of two representatives designated by Local 1974 and two representatives designated by the city manager. The committee shall be responsible for reviewing requests for catastrophic leave and determining the requesting employee's eligibility for such leave. The committee shall recommend to the City Manager of Pleasanton if the request should be approved, the number of catastrophic leave hours to be granted, and under what conditions. The Pleasanton City Manager's decision regarding the request shall be final. (NOTE: Per IRS rules and regulations, all donations received by eligible employees are subject to regular payroll tax deductions.)

Appendix C
Grievance Review Board Procedures

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.

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.

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.

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.

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.

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.

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.

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.

SIDE LETTER OF AGREEMENT #1
Cumulative Incentive Cap for Term of Contract

Effective first pay period after adoption of the MOU, the cumulative incentive cap of 15% as outlined in Section 5.9 will not be enforced through June 30, 2014.

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

By_____
Jason Solak, President

By_____
Dennis Burns, IAFF

LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY

By_____
Nelson Fialho, City of Pleasanton

By_____
Marc Roberts, City of Livermore

SIDE LETTER OF AGREEMENT #2
Paramedic Preceptor Program

Representatives of the Department and the Union agree to meet prior to the implementation of a Paramedic Preceptor program in order to develop guidelines inclusive of qualifications needed for Preceptors. After conclusion of such meet and confer on the program, employees assigned as Paramedic Preceptors shall be paid sixty dollars ($60.00) per shift when precepting a trainee.

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

By_____
Jason Solak, President

By_____
Dennis Burns, IAFF

LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY

By_____
Nelson Fialho, City of Pleasanton

By_____
Marc Roberts, City of Livermore