



Livermore-Pleasanton Fire Department Joint Powers
Authority

and

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

MEMORANDUM
OF
UNDERSTANDING

JANUARY 1, 2022 – JUNE 30, 2025

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The City of Livermore and the City of Pleasanton have jointly formed the Livermore-Pleasanton Fire Department Joint Powers Authority (“JPA”) to operate the Livermore-Pleasanton Fire Department (“LPFD” or “Department”). The International Association of Fire Fighters, Local 1974, AFL-CIO-CLC (“Union”), and representatives of the City of Livermore and the City of Pleasanton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for 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 (“MOU”) is entered into pursuant to the Meyers-Milias-Brown Act (“MMBA”) (Government Code Section 3500, et. seq.) and has been jointly prepared by the parties.

This MOU has been presented to the JPA’s 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, 2022 and ending on June 30th 2025.

The City of Pleasanton (“City” or “Employer”) is the employer of all employees represented by the Union and covered by this MOU. “Employees” as used in this MOU shall mean employees of the City.

Section 1. Recognition

"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 JPA on November 21, 1997.

Section 2. Union Security

2.1 Dues Deduction

- A. Bargaining unit employees may voluntarily join the Union and authorize individual payroll deductions for dues, initiation fees, and general assessments, as well as any other membership benefit program sponsored by the Union (hereinafter collectively “dues deductions”). The Union shall be responsible for maintaining records of bargaining unit employees who provide written consent to join the Union and authorize dues deductions. The Union shall certify to the City the identity of such members and the amount of the dues deductions to be withheld from their paychecks.
- B. The Employer agrees to deduct from the paychecks of each bargaining unit employee who voluntarily authorizes dues deductions as certified by the Union, or pursuant to an authorization form tendered to the Employer by either the Union or the employee. The City shall deduct from each bargaining unit employee’s paycheck the total amount of dues certified by the Union per month or per pay period as applicable. The Employer shall promptly remit the total amount deducted, together with a list identifying each employee from whom a deduction was made, to the officer designated in writing by the President of the Union as the person authorized to receive such funds.

The Employer will implement any change to a bargaining unit employee's payroll deductions during the first full pay period following notification of such change by the Union.

If a bargaining unit employees desires to revoke, cancel or change their prior dues deduction authorization, the Employer shall direct the employee to the Union. Any such dues deduction revocation, cancellation and/or change shall be effective only when submitted by the Union to the Employer and is subject to the terms and conditions set forth in the original payroll deduction/authorization.

- 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. Thus 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 union dues must be made by the fifteenth (15) of the preceding month.
- D. The Union shall indemnify, defend, and hold the City 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.

2.2 Communication with Employees

A. New Employee Orientation Meetings

This provision applies to all new employees hired into the Fire Employees Unit and is intended to comply with the provisions of AB119.

1. The City will provide the Union with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the City from providing the Union with ten (10) calendar days' advance notice. Notice will be made by way of email to the Union President and Vice President.
2. The Union will be given up to thirty (30) minutes as part of the new employee orientation meetings to present Union membership information to new employees of the Fire Employees Unit.
3. The Union representatives who will present information at the new employee orientation meetings may do so while on duty and in uniform, provided the Union notifies the Fire Chief of the names of the employees who will be presenting information on behalf of the

Union at the new employee orientation meeting with at least five (5) days advance notice and the Fire Chief has agreed that the employees' participation will not create an unreasonable burden on operations.

4. The above provisions shall in no way impact or delay the hire of any employee.

B. Information Requirements

1. The City will provide the Union with a digital file via email to the Union President and Vice President containing the following information for each employee in the Fire Employees Unit to the extent the Department has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by the employee)
- Home address
- Personal email addresses on file with the Department (new hires only)

2. The above information will be provided to the Union as follows:

- For new hires, within 30 days of hire or by the first pay period of the month following hire.
- For all bargaining unit employees every one hundred twenty (120) calendar days.

C. Fire Station Visits

Any Union representative shall give notice to the Fire Chief when visiting employees at their assigned fire stations during the employee's duty period, provided that solicitation for membership or other internal employee organization business shall be conducted only during the off-duty hours of all employees concerned. The Fire Chief and the Union may enter into a standing agreement for routine contact between Union representatives and on-duty employees and such agreement shall continue until revoked.

2.3 Bulletin Boards

The 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.

2.4 Use of Department Facilities for Meetings

- A. The Union President may, with the prior approval of the Fire Chief or designated representative, be granted the use of Department facilities and/or communications equipment for meetings of employees in this unit provided that:

1. Requests are made in advance.

2. Such meetings do not conflict with other Department activities.
3. Attendance of on-duty employees at such meetings may occur only after 1700 hours, unless other arrangements have been authorized in advance by the Fire Chief and only when it does not prevent the performance of required work.
4. Such meetings do 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 fire stations after 1700 hours unless other arrangements have been authorized in advance by the Fire Chief.
2. Union meetings shall not interfere with regularly scheduled duties or emergency response. Fire prevention personnel may attend union meetings during their regular work hours provided they are otherwise able to complete their duties.
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.

C. Advance Notice

Except in cases of emergency, the Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation relating to matters within the scope of representation and shall be given the opportunity to meet and confer in good faith with the appropriate management representatives prior to adoption.

The Department will provide the Union with reasonable written notice and 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 MMBA.

Section 3. No Discrimination

The Employer and the Union shall comply with the City of Pleasanton's Harassment Policy (Human Resources & Administrative Policy Guide).

Furthermore, the Employer shall not discriminate or retaliate against any employee because of their engagement in legally protected Union activities.

Section 4. Union Representatives

Bargaining unit employees who are officers or official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of department services as

determined by the Department. Such employee representatives shall submit requests for excused absences to the Fire Chief. The Union shall submit a list of the officers of the Union to the Fire Chief in writing at such time there are any changes in such Union officers.

Section 5. Salaries

5.1 Rates of Pay

The salary ranges for all employees as set forth in Appendix A represent, for each classification, the base rate of pay for full-time employment. The salary ranges do not include overtime compensation, specialty pay and other benefits specifically provided by the Employer as outlined in this MOU.

Effective the first pay period following Union ratification of this MOU, the salary ranges of all classifications covered by this MOU shall be increased by five and one-half percent (5.5%).

Effective the first pay period on or after January 1, 2023 (January 7, 2023), the salary ranges of all classifications covered by this MOU shall be increased by three and one-half percent (3.5%).

Effective the first pay period on or after January 1, 2024 (January 6, 2024), the salary ranges of all classifications covered by this MOU shall be increased by three percent (3%).

Effective the first pay period on or after January 1, 2025 (January 4, 2025), the salary ranges of all classifications covered by this MOU shall be increased by one percent (1%).

5.2 Entrance Salary

Employees entering Department service shall be placed at step 1 of the salary range for the classification to which they are appointed. When circumstances warrant, the Fire Chief may authorize initial appointment or reinstatement to a salary step that is greater than the minimum rate for the classification.

5.3 Conversion of Pay Rates

Monthly salaries 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 they reach the top step of the applicable salary range. (See timetable below). No salary advancement shall exceed the top step established for the employee's respective classification.

Advancements shall not be automatic but shall require satisfactory service to the Department as recommended by the Fire Chief. Changes in an employee's salary because of promotion or demotion to a new classification with a new salary range will establish a new salary anniversary date for an employee.

Advancement to higher steps within the salary range of an employee’s existing classification will not establish a new salary anniversary date in the employee’s existing 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
Fire Inspector	Step Advancement	After 12 months of fulltime satisfactory service at each step
Hazmat Inspector	Step Advancement	After 12 months of fulltime satisfactory service at each step

5.5 Salary Step When Salary Range Increases

Whenever the monthly salary schedule for a classification is adjusted, each incumbent shall be placed at the same salary step in the revised salary range that corresponds to the step held by the employee in the previous salary range for their classification.

5.6 Acting Compensation

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:

- A. The pay rate for an employee, who has passed the promotional examination and is on an active eligible list for the “acting” assignment in the higher 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 the rate of one and one-half (1.5) times the compensation received for the acting assignment.

5.7 Salary Step After Change in Classification

When an employee is promoted from a position in one classification to a position in a higher classification, the employee shall receive the minimum rate for the higher classification; provided, however, that such rate is at least five percent (5%) above the employee’s current wage rate.

When a Hazardous Materials Response Team member is being promoted, the 5% Haz-Mat pay (see MOU section 31.2) will be considered in calculating the 5% minimum pay increase. However, the promoted employee will not be eligible for Haz-Mat compensation until 12 months after promotion. (For example, a fire engineer at step 8 of the wage scale and on the Hazardous Materials Response Team would be placed

at step 10 of the fire captain wage scale and would not be eligible for Haz-Mat compensation until 12 months after promotion.)

An employee moving from the firefighter paramedic classification to the fire engineer classifications will be placed at step 8 of the fire engineer pay scale.

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 classification to which the employee is demoted. The specific rate of pay within the salary 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 lower than the salary rate the employee would earn had the employee remained in the lower classification.

5.8 Acting Fire Marshal Compensation

If both the Fire Marshal and Assistant Fire Marshal are physically unavailable, the Fire Chief may assign a Fire Inspector or Hazardous Materials Inspector to serve as Acting Fire Marshal. Employees assigned as 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.

The Cumulative Incentive Allowance Limit will be waived for the duration of this contract.

5.10 Bilingual Pay

Employees certified as competent at the conversational level in Spanish, Vietnamese, Arabic (including Persian, Iranian and Farsi), Chinese, Cambodian, Sign Language and other languages as determined by the Fire Chief, shall receive forty-five dollars (\$45) per pay period for each full pay period they remain certified. Employees receiving bilingual pay are subject to periodic recertification as a condition of receiving such payments.

Competency at the conversational level shall be determined in accordance with the City of Livermore's existing process for certifying other employees in the above-referenced languages.

Section 6. Hours of Work, Shift & Station Assignments

6.1 Work Schedules

The regular work schedule for employees in the classifications of Firefighter, Fire Engineer, and Fire Captain shall be the 48/96 shift schedule worked in accordance with the following chart:

X = 24 hour on-duty period

O = 24 hour off-duty period

XXOOOOXXOOOOXXOOOOXXOOOO

The above work schedule results in an average of 56-hours worked per week. The parties have agreed to the 24-day FLSA duty cycle.

The Fire Chief may from time to time temporarily assign personnel working the 48/96 shift schedule to other than their regular duty periods or schedules. The Fire Chief may assign such employees to a forty (40) hour workweek schedule so that the employee may attend training courses, conferences and/or meetings.

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. Holidays will be per the holiday schedule set forth elsewhere in the MOU.

6.1.2 Alternative Work Schedules for Fire Prevention Personnel

Fire Prevention personnel may be offered alternative work schedules. Such work schedules may be a “9/80” or “4/10” schedule or flexible start and end times, lunch periods or days off. The Fire Chief will determine the availability of alternative work schedules. 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 Employer payroll department policies.
- B. Any such schedule can be approved only if it does not negatively impact Fire Prevention Bureau customer service. The Fire Chief shall make the final determination on the approval of alternative work schedules.
- C. The Fire Chief will make alternative work schedules available equally to all Union 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 altogether.

6.2 Exchanges of On-Duty Time (Shift Trades)

Trades of on-duty time shall be permitted between employees of the same rank. There shall be no limit to the number of trades per month, except that trades shall not be permitted to substitute for, extend, or supplement sick leave, long-term disability or worker’s compensation leave unless approved by the Fire Chief. The employees involved in the trade shall make arrangements for the pay back of time. Employees may not use trades to alter or change their work schedules except for a “mutual” as provided in Section 6.3.

Employees who owe time to other employees following a promotion may work in their former position in order to repay the previously traded time, 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 the employee was promoted. Employees must resolve owed trades within ninety (90) calendar days from the date of promotion.

Employees are not considered on the payroll or working additional hours under the Fair Labor Standards Act while on-duty and working their half of the trade. However, if the employee who assumes responsibility for working a trade fails to work the traded on-duty time, the originally scheduled employee will be charged vacation time equivalent to the time missed.

Trades can be cancelled at any time. However, the on-duty chief officer must be notified if a trade is cancelled less than six (6) days prior to the shift. Employees may cancel a maximum of six (6) trades per calendar year with less than six (6) days' advance notice.

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.

7.2 Procedures For Filling Absences:

Overtime shall be determined and filled pursuant to Department policy and the provisions of this MOU.

7.3 Overtime Compensation

Overtime shall be paid in accordance with the contractual overtime provisions of this MOU and the Fair Labor Standards Act (“FLSA”) at any time the FLSA applies to municipal governments.

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

Any authorized time worked in excess of the employee’s regular shift schedule (i.e. contractual overtime) or the maximum hours threshold for a 24 day FLSA work cycle shall be considered overtime.

B. Fire Prevention personnel/40 Hour Employees:

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 pay at the rate of one and one-half (1.5) hours for each hour worked. 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 as 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 off paid to the employee on a separate payroll check.

B.3. Fire Prevention personnel who are called back or otherwise requested to respond after 2200 hours shall be allowed to delay their normal start time by 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. Fire Prevention personnel who are called back or otherwise requested to respond after completing their regular work day shall receive a minimum of two (2) hours call back pay at one and one-half (1.5) times their regular rate. The call back minimum is payable even if the employee is 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 any day to day vacancies, not covered in MOU Section 23C, overtime will be assigned on a rank-for-rank basis unless an individual of equal rank is not available to fill the position; then a pre-signed up qualified actor will be used to prevent a mandate or prevent the breaking of staffing rules. These Short-Term Acting assignments are intended to fill day-to-day vacancies that are for 10-shifts or less. If there is no one available through the pre-sign up system, then mandatory overtime within the rank will be utilized. The operational procedures of acting assignments are outlined in department policy.

In the case of an emergency and an officer and/or fire engineer is unavailable to be contacted, an acting assignment may be used to fill these ranks. The procedures pertaining to the selection of the employee for an acting position shall be followed. (See Section 23.A. of this M.O.U.).

Nothing in the MOU shall be construed to prevent the Department from filling short term day-to-day vacancies with available on-duty relief pool/overstaff personnel within rank/classification on a non-overtime basis. The Parties agree that LPFD may implement General Order 200.01 attached as Appendix D to this contract.

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 appear in court during their off-duty time to testify about a work-related matter shall be compensated at their eight (8) hour overtime rate for all such time and shall receive a minimum of three (3) hours for court appearances in any assigned local court serving the cities of Livermore and Pleasanton (currently the East County Hall of Justice in Dublin) and four (4) hours for court appearances outside the assigned local court serving the cities of Livermore and Pleasanton.

Section 9. Holiday Pay

Section 9.1 Holiday In Lieu

Employees assigned to twenty-four (24) hour shift schedules shall receive holiday in lieu pay without regard for when holidays occur or whether such employees actually work on recognized holidays. This compensation shall be seven and one-half percent (7.5%) 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. Holiday in lieu pay shall be paid on a prorated and bi-weekly basis. Holiday in lieu pay will be reported as special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(5) of the CalPERS regulations and/or as defined

pensionable compensation pursuant to the California Government Code and the CalPERS regulations as amended.

Section 9.2 Observed Holidays

The following holidays are observed for personnel not normally scheduled or expected to work on recognized holidays. Such employees are permitted to be off work on observed holidays without the loss of pay and do not qualify for the holiday in lieu pay provided per Section 9.1 of this MOU.

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 9.3 Work on a Holiday-Fire Prevention Personnel

If the Fire Chief, or the Fire Chief's designee, determines the employee's services are required on an observed holiday, the employee shall receive overtime compensation for all hours worked on the holiday.

Section 9.4 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 calendar year credited and do not accumulate or carry over to subsequent years.

Section 10. Documentation Regarding Organized Mess

In order that all members of each fire company are available at all times to respond to emergencies 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 bargaining unit employees assigned to that station shall be required to contribute on a daily basis. The

Captain on each shift at each station shall normally make all assignments as to the duties to be performed by those employees in regard to the common mess. The Employer shall not be responsible for financially supporting or otherwise paying the cost of any on duty meal. Employees may be exempted from the common mess only for valid medical or religious reasons that have been verified to the City's satisfaction.

This provision is intended to satisfy Internal Revenue Service requirements as to the existence of a requirement that employees contribute to an organized mess.

Section 11. Fire Prevention Certificate Pay

Fire prevention personnel hired after July 1, 2012 shall receive an additional four percent (4%) of base salary for obtaining the California Fire Service Training and Education System Fire Prevention Officer (Level 1) certificate.

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 (1) designated Firefighter/Paramedic on each Engine Company and each Truck Company. Employees hired as Firefighter/Paramedics must maintain their paramedic licenses and participate in the paramedic program as a condition of employment, unless allowed to withdraw from the program in accordance with Section 12.3 below.

12.2 Paramedic Staffing

Minimum paramedic staffing shall consist of one assigned Firefighter/Paramedic per Company.

12.3 Withdrawal Process

Firefighter/Paramedics are expected to maintain their paramedic licenses and participate in the paramedic program unless the Fire Chief approves their withdrawal from the paramedic program in accordance with the following procedure:

- A. Paramedics must serve a minimum of five (5) years in the paramedic program absent extraordinary circumstances. Paramedics who seek to withdraw from the paramedic program after five (5) years of paramedic service in the program shall advise the Fire Chief of their desire to do so six (6) months in advance.
- B. The Department shall maintain a sufficient number of paramedics to satisfy the minimum paramedic staffing requirement and to meet operational needs. A verified ability to staff the minimum need must exist before any employee is allowed to leave the paramedic program.

- C. In the event that there are multiple requests for withdrawal from the paramedic program, priority shall be based on Department seniority regardless of rank.
- D. Paramedics wishing to leave the program must either maintain their paramedic license or obtain an Alameda County EMT certification prior to withdrawal and maintain this certification as a condition of employment.
- E. Paramedics who promote to a higher rank may maintain their paramedic licenses. The Department agrees to cover the costs of licensing and continuing education as outlined in Section 12.4 of this MOU.

12.4 Paramedic Licensing and Continuing Education

Paramedics are responsible for maintaining their paramedic licenses and fulfilling all state and county licensure, accreditation and continuing education requirements.

The Department will pay all fees and cost associated with paramedic licensure and accreditation for all employees in the paramedic program, including application and licensure fees tuition and textbooks for required courses and certifications, and approved overtime to complete continuing education classes outside an employee's normal working hours.

The Department agrees to provide on duty continuing education classes whenever possible.

12.5 Paramedic Pay

Paramedics will receive additional compensation while serving in the assignment. Effective the first full pay period following Union ratification of this MOU, the compensation received shall be equal to ten percent (10%) of the employee's base pay ("paramedic premium pay").

Paramedics who promote to Engineer or Captain (i.e. paramedics of rank) will receive paramedic premium pay only when assigned or serving as the Company paramedic, not the additional four-percent (4%) paramedic of rank premium as noted below. Effective the first full pay period following Union ratification of this MOU, paramedics of rank who maintain their paramedic licenses and participate in the paramedic program will receive an additional four percent (4%) of top step Firefighter base monthly pay.

12.6 Paramedic Preceptor/Field Training Officer (FTO) Pay

Paramedics who serve as preceptors/field training officers to paramedic students/trainees/interns shall receive sixty dollars (\$60) per shift when precepting/training a paramedic students/trainee/intern.

Section 13. Vacations

13.1 Vacation Eligibility

All employees accrue paid vacation leave from their date of hire and may begin using accrued paid vacation leave after six (6) months of continuous service with the Department.

13.2.1 Vacation Accrual

- A. Employees assigned to a fifty-six (56) hour work schedule shall accrue paid vacation leave in accordance with the following schedule:

Years of Continuous Service	Monthly Accrual Rate
First through fourth year	12 hours
Fifth through ninth year	16 hours
Tenth through twelfth year	20 hours
Thirteenth through fifteenth year	22 hours
Sixteenth year and above	24 hours

- B. Employees assigned to a forty (40) hour work schedule shall accrue paid vacation leave in accordance with the following schedule:

Years of Continuous Service	Monthly Accrual Rate
First through fourth year	8.57 hours
Fifth through ninth year	11.43 hours
Tenth through twelfth year	14.29 hours
Thirteenth through fifteenth year	15.71 hours
Sixteenth year or more	17.14 hours

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

13.3 Vacation Accumulation

Eligible employees may accumulate and maintain up to a maximum of four hundred thirty-two (432) hours of accrued vacation leave.

Employees are not allowed to accrue vacation hours above the cap. At any time an employee reaches four hundred thirty-two (432) hour cap, the employee will cease accruing additional vacation leave 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 otherwise prevented from using vacation leave due to extenuating circumstances, the employee may submit a written request to the City Manager, or designee, for special consideration to carry over vacation balances beyond four hundred thirty-two (432) hours.

Effective September 15, 2012, any accrued vacation leave in excess of three hundred sixty (360) hours was placed in a separate Excess Vacation Bank for each affected employee. Employees shall be entitled to use the hours in the Excess Vacation 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 and Use

Vacation selection will be subject to the procedure stated in the department policy except for those areas specifically stated differently in this article.

- A. During January of each year, employees shall be granted an opportunity to choose vacation time in order of Department seniority. 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, not to exceed the total number of vacation leave hours the employee will have accrued by the date of the requested vacation, provided the vacation shifts/hours are taken consecutively. Once the most senior employee makes an initial vacation selection, the next most senior employee will make an initial selection of vacation shifts/hours. This process shall continue until all employees have an opportunity to make an initial selection of vacation. After all employees make their initial selections, second choice vacation selections will occur. 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.

- B. For the annual scheduling done in January no more than seven (7) persons of any rank are allowed to be off on vacation leave at any given time. Vacation requests by an eighth (8th) or additional person requires the requesting person to provide the name of the coverage person.
- C. Employees may take vacation on Thanksgiving, Christmas Eve and Christmas Day after all shifts have been filled and they provide the name of the coverage person.
- D. Fire suppression employees assigned to 24-hour shifts schedules must use vacation leave in increments of either twenty-four (24) or twelve (12) hours. When used in twelve (12) hour increments, vacations must be taken from either 0800 to 2000 hours or 2000 to 0800 hours. Employees may take less than twenty-four (24) or twelve (12) hours provided they find their own coverage. However, the Fire Chief may 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 be appropriate to employee development. The decision of the Fire Chief shall be final.
- E. If two (2) or more employees from the same employing agency have the same employment date, seniority will be determined by placement on the employment list. If two (2) or more employees from different hiring agencies have the same employment date, seniority will be determined by drawing from a hat.
- F. Fire Prevention Personnel will utilize a vacation scheduling program consistent with the process used for suppression personnel.
- G. Authorized emergency vacation may be allowed due to special circumstances and temporary assignments will be made to accommodate such a need.
- H. Employees may cancel previously scheduled vacation at any time by notifying the Department at least twenty-four (24) hours prior to the start of the shift. However, the on-duty chief officer must also be notified whenever vacation is cancelled less than six (6) days prior to the shift. Employees are allowed a maximum of six (6) vacation cancellations per calendar year with less than six (6) days' advance notice.

- I. The Fire Chief may permit non-probationary employees to use of up to fifty-six (56) hours of paid vacation leave in advance of accruing such hours to their vacation leave accounts. The use of such leave shall not be prescheduled or considered earned vacation for accrual purposes.
- J. When an employee carries a negative balance no additional vacation may be taken until a sufficient number of vacation hours have been earned.

13.5 Vacation Pay at Termination

All employees shall be paid for all vacation leave earned prior to the effective date of termination. Such compensation shall be paid to employees in one lump sum in a final check. Employees understand that if there is a deficit balance in their vacation leave accounts at termination, that deficit amount will be deducted from final compensation.

13.6 Vacation Sell Back

Employees may request to sell back up to two hundred forty (240) hours of accrued vacation leave in each calendar year. Employees may sell back accrued vacation leave in one (1) hour increments with a minimum sell back of eight (8) hours on the first pay date in March, June, September and December of each year. Written requests for payment must be made by the employee fifteen (15) days in advance of the first pay date in March, June, September and December.

Section 14. Sick Leave

14.1 Sick Leave Accrual – 56 Hour Shift Employees

All employees assigned to 56-hour work schedules shall earn paid sick leave at the rate of eleven and two-tenths (11.2) hours for each month of service while assigned to a 56-hour work schedule. Probationary employees assigned to a 56-hour work schedule who successfully complete their 18-month new employee probationary period shall receive a one-time lump sum credit of four hundred seventy and four-tenths (470.4) hours of paid sick leave in addition to the sick leave accrued during their probationary period.

Employees assigned to 56-hour work schedules may accumulate a maximum of 2,912 sick leave hours.

Non-probationary employees assigned to a 56-hour work schedule are allowed a sick leave deficit of fifty-six (56) hours beyond that actually earned. Probationary employees assigned to a 56-hour work schedule are 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 this section.

14.2 Sick Leave Accrual – 40 Hour Employees

All employees assigned to forty (40) hour work schedules shall earn paid sick leave at the rate of eight (8) hours for each month of service while assigned to a 40-hour work schedule. Probationary employees assigned to a 40-hour work schedule who successfully complete their 12-month new employee

probationary period shall receive an one-time lump sum credit of three-hundred eighty-four (384.0) hours of paid sick leave in addition to the sick leave accrued during their probationary period.

Employees assigned to forty (40) hour work schedules may accumulate an unlimited number of sick leave hours; however, sick leave hours accumulated in excess of one thousand four hundred and forty (1440) may be used solely for CalPERS services credit in accordance with Government Code Section 20862.8 "Credit for Unused Sick Leave".

Employees are 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 this section.

14.3 Sick Leave Usage

Employees may use accumulated sick leave in one (1) hour increments as follows:

- A. For the employee's own diagnosis, care, or treatment of an existing health condition or for the employee's own preventative care, including routine medical and dental appointments.
- B. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including routine medical and dental appointments. For purposes of this provision, "family member" includes: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, spouse, registered domestic partner, grandparent, grandchild, or sibling. Employees assigned to a 56-hour work schedule may utilize a maximum of one hundred forty-four (144) hours of accumulated sick leave per calendar year and employees assigned to a 40-hour work schedule may utilize a maximum of (96) hours of accumulated sick leave for this purpose.
- C. Sick Leave may also be used to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

14.4 Sick Leave Procedure

- A. Employees are required to report the need for sick leave in accordance with Department policy. Employees shall notify the scheduling system prior to the start of their scheduled duty shift when utilizing sick leave. The Fire Chief or designee may waive this requirement based on exigent or unique circumstances.
- B. If an employee is on vacation and a permissible use of sick leave occurs while on vacation, the employee may report the need for sick leave in accordance with Department policy and request to be taken off vacation leave and be placed on sick leave for the hours the employee is eligible for sick leave as specified in Section 14.2 of this MOU.
- C. The Fire Chief may request a physician's certificate or a personal affidavit verifying an employee's need for sick leave when there is evidence of excessive sick leave usages and/or a pattern of sick leave misuse, abuse or falsification (i.e., using sick leave in conjunction with days off, vacation, holidays or otherwise).
- D. Employees who are eligible for temporary disability payments may use accumulated sick leave in order to maintain their regular income; provided, however, the employee is allowed a credit towards sick leave to the extent that temporary disability payments are retained by the Department.
- E. Any purposed changes to the Department's current attendance management program shall be negotiated with the Union.

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 Jury Service Leave

Employees who are summoned for jury service in state or federal court shall receive their regular pay for all time they are necessarily absent from work in order to satisfy their jury service. The City may require proof of the time spent in such jury service as a condition of receiving the time off with pay and any monies received by the employee for their jury service shall be remitted to the City. Employees who are released from jury service and are not required to return for additional jury service the following day shall

report directly to work to complete the remainder of their shift or workday. Employees who are required to serve as jurors shall not have their regular starting and ending work times changed as a result of jury service.

15.3 Leaves Resulting from Subpoena

- A. Employees subpoenaed or called to appear as a witness in an administrative or legal proceeding about a work-related matter shall be granted time off with pay for all time necessarily spent in compliance of the subpoena or request to testify, including travel time, waiting time and time spent testifying as a witness.
- B. Employees subpoenaed or called to appear as a witness on behalf of the City or Department during their off duty hours shall receive compensation as hours worked in accordance with Section 7 of this MOU for all time necessarily spent in compliance of the subpoena or request to testify, including travel time, waiting time and time spent testifying as a witness.

15.4 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 and may modify the employee's work schedule to accommodate the request for leave.

15.5 Family, Medical and Pregnancy Disability Leave

The City will abide by all federal and state family, medical and pregnancy disability leave laws.

15.6 Catastrophic Leave

The City will maintain a Catastrophic Leave Policy as outlined in Appendix B to this MOU.

15.7 Bereavement Leave

Employees are entitled to paid leave from duty (including shift trade days) for up to two (2) shifts (48 hours) for fire suppression personnel and up to forty (40) hours for fire prevention/40-hour personnel in order to attend the funeral or memorial service of an immediate family member and/or to assist with matters relating to the decedent's estate. Employees may utilize other paid leaves (including sick leave) to extend bereavement leave when approved by the Fire Chief.

For purposes of this provision, 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.

15.8.1 Union Leave Bank

A. Leave Donations

Effective the first full pay period in July of each year, active bargaining unit employee may voluntarily elect to contribute to the Union Leave Bank by reducing their individual vacation accrual by six (6) hours for 56 hour personnel and either four (4) hours of vacation accrual or compensatory 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 1500 hours, the contribution 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.

B. Usage of the Union Leave Bank

Union Leave Bank may be utilized by bargaining unit employees for scheduled work absences when all of the following conditions are met:

1. The absence is for a union authorized event or purpose.
2. A Union official has provided prior written approval for the use of the Union Leave Bank to cover the absence.
3. The Union Leave Bank has sufficient hours to reimburse the City at the applicable regular and overtime rates to provide coverage for the absence.
4. The absence is approved in writing by shift Battalion Chief.

The Battalion Chief shall secure a replacement to cover the shifts resulting from an approved Union Leave absence in accordance with the current practice for obtaining shift replacements. However, nothing in this section shall supersede the Fire Chief's duty to maintain management control over the Department to ensure adequate staffing for daily operations and emergency situations.

C. Payment for Union Leave

When bargaining unit employees receive the appropriate approval to be absent from their scheduled shift(s) for a union authorized event or purpose, payment to the employee(s) covering the open shifts(s) shall be made at the employee's applicable regular or overtime rate on an hour-for-hour basis from the Union Leave Bank. Employees absent from work on union leave shall receive pay for their regularly scheduled shift as paid union leave. Employees covering open shifts for employees absent on union leave and employees absent on union leave shall code their time cards accordingly.

D. Indemnification

1. The City will administer the Union Leave Bank in the manner believed to be consistent with all applicable laws governing the taxation of the donated hours. The City takes no responsibility should the IRS or any other governing agency prescribe a different interpretation of applicable tax law. Any liability resulting from the reporting of taxes will fall solely on the Union and its members. As such, the Union will indemnify and defend the City against any tax claims that arise in whole or in part from its administration of the Union Leave Bank, including reasonable attorney fees.
2. The City assumes no responsibility for how union time is utilized. Time spent on union leave is not considered work time for purpose of worker's compensation or any other purpose. The Union will indemnify and defend the City against any claim that arises in whole or part from the activities of employees utilizing such leave, including reasonable attorney fees.

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 plan.

All employees participating in the City's health plans will contribute one of the following two amounts, whichever is greater:

1. \$25.00 per month
2. The difference between the family rate of the lowest cost HMO and the premium of the employee's more expensive plan selection.

Contributions will be deducted from the employee's paycheck on a pre-tax and bi-weekly basis.

Effective January 2020, all employees participating in the City's health plans will contribute one of the following two amounts, whichever is greater:

1. \$25.00 per month for employee only coverage; \$25 per month for employee+1 coverage; or \$50 per month for family coverage.
2. The difference between the family rate of the lowest cost HMO and the premium of the employee's more expensive plan selection.

Contributions will be deducted from the employee's paycheck on a pre-tax and bi-weekly basis.

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. This amount will be in addition to the employee contributions outlined in section 16.1 A.

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 (2) options will be HMOs and the other option will be a PPO. 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 due to disability, the City shall pay a percentage of the City’s contribution toward the monthly premium for employee plus one dependent (two-party rate) for the lowest cost HMO plan 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. The City’s contribution for an active employee is identified during open enrollment each year as follows: the total monthly premium at the employee plus one rate of the lowest cost HMO plan *minus* \$25. For example, in 2022-2023 the total monthly premium at the employee plus one rate of the lowest cost HMO was \$1,533.36. The City’s monthly contribution for active employees at the employee plus one rate of the lowest cost HMO plan for 2022-2023 was \$1,508.36 ($1,533.36 - \$25 = \$1,508.36$).

Employees who retire on or after January 1, 2024 will begin to receive a benefit calculated as their earned percentage of the City’s contribution for an active employee at the employee plus one rate of the lowest cost HMO plan according to the following formula: The City’s contribution for an active employee is identified during open enrollment each year.

(Years of Service x 4%) x City's Contribution = Retiree's Monthly Benefit.

For example, in 2022-2023 the City's contribution for employee plus one rate of the lowest cost HMO was \$1,508.36. A retiree with 15 years of service would receive a monthly benefit of \$905.02 (15 x 4% = 60%) (60% x \$1,508.36 = \$905.02)

4. Reimbursement for non-City Plans

In the event 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 coverage (two-party rate).

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 retire due to disability, the City shall pay a percentage of the City's contribution toward the monthly premium for single coverage for the lowest cost HMO plan 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 only rate of the lowest cost HMO early retiree plan.

The City’s contribution for an active employee is identified during open enrollment each year as follows: the total monthly premium at the employee only rate of the lowest cost HMO plan *minus* \$25. For example, in 2022-2023 the total monthly premium at the employee only rate of the lowest cost HMO was \$766.67. The City’s monthly contribution for active employees at the employee only rate of the lowest cost HMO plan for 2022-2023 was \$741.67 ($\$766.67 - \$25 = \741.67).

Employees who retire on or after January 1, 2024 will begin to receive a benefit calculated as their earned percentage of the City’s contribution for an active employee at the employee only rate of the lowest cost HMO plan according to the following formula:

$$(\text{Years of Service} \times 4\%) \times \text{City's Contribution} = \text{Retiree's Monthly Benefit.}$$

For example, in 2022-2023 the City’s contribution for the employee only rate of the lowest cost HMO was \$741.67. A retiree with 15 years of service would receive a monthly benefit of \$445.00 ($15 \times 4\% = 60\%$) ($60\% \times \$741.67 = \445.00).

4. Reimbursement for non-City Plans

In the event 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 D.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 a retiree becomes Medicare eligible.

6. Retiree Health Savings Account

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 hired between July 1, 2012 and May 1, 2013:

Employees hired between July 1, 2012 and May 1, 2013 will contribute \$150 per month (\$69.23 per pay period) through payroll deductions beginning the pay period in which the employee commenced employment with the LPFD.

In the pay period following completion of the employee's 12 or 18-month probationary period, the City will contribute a one-time payment of \$900 or \$1,350 (equivalent to \$75 for each month of the 12 or 18-month probationary period) towards the employee's RHSA.

These provisions apply solely to employees hired between July 1, 2012 and May 1, 2013. All employees hired after May 1, 2013 will follow the provisions outlined in Section 16.2.6 unless modified by a successor MOU.

Effective January 1, 2015:

For employees hired on or after July 1, 2014 and who have successfully passed probation, the City will contribute one-hundred and fifty (\$150) per month to the employee's RHSA. In the pay period following completion of the employee's 12 or 18-month probationary period, the City will contribute a one-time payment of \$1,800 or \$2,700 (equivalent to \$150 for each month of the 12 or 18-month probationary period) towards the employee's RHSA.

For the duration of the contract, each employee eligible for the City contribution will have a pre-tax deduction of one hundred and fifty dollars (\$150) per month toward the RHSA. The total monthly contribution to the RHSA will be three hundred (\$300). However, those employees contributing to the RHSA may increase the employee contribution above one hundred and fifty dollars (\$150) 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 individual full-time employees.

Employees may purchase, at their 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 Internal Revenue Code 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 but elects to waive participation in such medical plans and/or the City's vision care plan. Proof of alternative medical coverage is required for an employee to waive participation in the City's medical plans.

The 125 Cafeteria Plan affords employees an opportunity to obtain plan credits for the purpose of: (1) purchasing supplemental benefits; (2) redirecting credits to a flexible spending account; or (3) cashing out credits at a rate of \$0.35 on the dollar. Plan credits are based on the combined sum of the monthly premiums for Kaiser employee-only medical coverage and the vision care plan at family level coverage adjusted annually on a dollar-for-dollar basis to match any changes in the monthly premiums. The maximum contribution limit for medical reimbursement under the Section 125 Cafeteria Plan is \$2,650 per year.

In the event an individual employee loses their primary coverage, the City will allow the employee to re-enroll 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 City will consider adding supplemental insurance products to the Cafeteria Plan to the extent such 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 twenty-nine dollars and fifty cents (\$29.50), up to a maximum of forty dollars (\$40.00), towards the monthly premium for each bargaining unit employee enrolled in the Union's long-term disability plan. Said payments shall be made in arrears monthly.

16.8 Extended Benefits

The City will consider voluntary proposals from the Union's membership to utilize their leave and medical benefits to extend the leave and medical benefits for employees on protracted medical leave.

16.9 Employee Assistance Program

The City shall provide an Employee Assistance Program for employees covered by this MOU.

Section 17. Retirement

The City shall continue contracting with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for all bargaining unit employees.

17.1 Retirement Plans and Employee Contributions

A. Employees hired before December 22, 2012 (Tier 1 Classic)

Employees hired prior to December 22, 2012 are provided the CalPERS 3% @ 50 local safety plan with the 12-month final compensation period. Such employees shall contribute 9.0% of their CalPERS reportable compensation towards the employee share and an additional 3.0% of their CalPERS reportable compensation towards the employer share (12% total employee contribution) for the CalPERS 3% @ 50 local safety plan.

Effective July 11, 2020, Tier 1 Classic employees shall contribute an additional one-half percent (0.5%) of their CalPERS reportable compensation toward the employer share (12.5% total employee contribution) for the CalPERS 3% @ 50 local safety plan.

B. Employees hired on or after December 22, 2012 (Tier 2 Classic)

Employees hired on or after December 22, 2012 and before January 1, 2013, and employees hired on or after January 1, 2013 who are otherwise "classic" employees, are provided the CalPERS 3% @ 55 local safety plan with the 36-month final compensation period. Such employees shall contribute 9.0% of their CalPERS reportable compensation towards the employee share and an additional 3.0% of their CalPERS reportable compensation towards the employer share (12% total employee contribution) for the CalPERS 3% @ 55 local safety plan.

Effective July 11, 2020, Tier 2 Classic employees shall contribute an additional one-half percent (0.5%) of their CalPERS reportable compensation toward the employer share (12.5% total employee contribution) for the CalPERS 3% @ 55 local safety plan.

C. Employees hired on or after January 1, 2013 (Tier 3 New-PEPRA)

Employees hired on or after January 1, 2013 who are defined as “new” members by CalPERS are provided the CalPERS 2.7% @ 57 local safety plan with the 36-month final compensation period. Such employees shall contribute 50% of the normal cost for the 2.7% @ 57 local safety plan as established by CalPERS.

D. PERS Status for Fire Prevention Personnel

The classifications of Fire Inspector and Hazardous Materials Inspector are included in the CalPERS safety plans maintained for the line personnel.

17.2 Additional Retirement Benefits

All employees shall receive the following additional contracted for optional CalPERS benefits:

Section 20965, Credit for Unused Sick Leave

Section 21574, 1959 Survivors Benefit, Fourth Level

Section 21548, Pre-retirement Option 2W Death Benefit

17.3 Pre-tax Employee Contribution

All contributions paid by employees towards the cost of CalPERS pension benefits will be deducted on a pre-tax basis to the extent permitted by 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

19.1 Uniform Allotment

The Department shall provide the following uniform items to new bargaining unit members at the time of employment: three (3) uniform shirts, three (3) uniform pants, a uniform belt and boots. The Department shall provide the foregoing items at no cost to new employees. However, newly hired employees are required to pay fifty percent (50%) of the cost of the Department-required items: one (1) ball cap, three (3) t-shirts, one (1) winter jacket, and approved workout gear. The Department shall replace uniform pants and boots for employees as needed on a one for one basis.

19.2 Uniform Maintenance Allowance

The Department shall provide bargaining unit employees with a uniform allowance as follows:

Fire Suppression personnel: \$650 per year (paid on a bi-weekly basis).

Fire Inspectors and Hazardous Materials Inspectors: \$800 per year (paid on a bi-weekly basis).

19.3 Uniform Changes

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

All bargaining unit employees shall wear the same uniforms.

Section 20. Credit Union

The City shall implement a voluntary payroll deduction option for employees who wish to join the Firefighter First Credit Union, First United Services Credit Union or UNCLE Credit Union for the purposes of transacting business with these credit unions.

Section 21. Tuition Reimbursement

Regular employees are eligible for tuition and fee reimbursement 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 available 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 tuition and 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 and fee charged, the tuition and fees paid, and a transcript of grades shall accompany the reimbursement request.

Section 21.1 Educational Incentive

Effective the first full pay period following Union ratification of this MOU employees who complete qualifying courses or attain the identified degrees shall receive educational incentive pay on a monthly basis as follows:

Sixty (60) or more accredited college semester units-at least twenty-four (24) units must be in fire science	\$50/month
AA/AS Degree in Fire Science	\$100/month
BA/BS Degree	\$150/month
Masters/PhD	\$175/month

The above education incentive pay is not cumulative. Employees receive the level of compensation that corresponds to their highest level of educational achievement.

21.2 City of Pleasanton Fire Department Employees (Grandfathered Plan)

Former members of the City of Pleasanton Fire Department shall continue receiving the grandfathered educational incentive pay described below or the education incentive pay provided in Section 22.1 above, whichever is greater.

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

<u>Educational Level</u>	<u>Eligible Positions</u>	<u>Pay %</u>
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:	Firefighter Fire Engineer	5% 5%

--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	Fire Captain	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%

The above educational levels are not cumulative. The maximum educational incentive pay received by a Firefighter or Fire Engineer shall not exceed five percent (5%); the maximum educational incentive pay received by a Fire Captain shall not exceed two and one-half percent (2.5%) nor shall an employee receive incentive pay for more than one educational level at the two and one half percent (2.5%) rate nor more than one educational level at the five (5%) rate.

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 twelve (12) months.

Promotional appointments shall be subject to a probationary period of twelve (12) months service time. Personnel who serve in a long term acting assignment any time during the two (2) years prior to their promotion with receive credit towards the twelve (12) month promotional probationary period for their long term acting assignments up to a combined maximum of six (6) months. All other provisions of probationary period will apply.

22.2 Notification Requirements

An employee who is not rejected prior to the completion of the prescribed probationary period shall be deemed to have passed the prescribed probation period automatically subject to the provisions of Section 22.3.

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 the employee was promoted.

At any time during the first three (3) months of the employee's probationary period, the employee shall have the option of voluntarily returning to their previously held position.

Section 23. Promotion, Demotion and Long-Term Acting Assignments

A. Promotion

Promotional or open-promotional examinations may be conducted whenever the Fire Chief determines 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 consideration. Promotional examination 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 Department for Fire Engineer, and five (5) years with the Department for Fire Captain. If, in the opinion of the Fire Chief, a vacancy in the Department should be filled by an open-competitive examination instead of promotional examination, the Fire Chief shall arrange an open-competitive employment list consistent with the Personnel Rules.

B. Demotion

Bargaining unit employees who are promoted to a chief officer classification out of the bargaining unit and subsequently demote during their first twelve (12) months of service as a chief officer shall be reinstated to a bargaining unit position in the classification from which they were promoted. Such employees will have all seniority in their former rank restored at the time of demotion but shall not receive any additional rank seniority for the time served in the chief officer classification.

Employees who are demoted from a chief officer classification into a bargaining unit position, as well as existing bargaining unit employees demoted to lower classifications within the bargaining unit, will have their overtime factor set to the highest level for their rank assignment, plus one (1) hour.

The rank seniority and overtime factor provisions of this section apply to employees who voluntarily demote and those who are involuntarily demoted from their positions during their 12-month promotional probationary period. However, employees who demote after attaining permanent status

in their promoted position will be placed in an open position in their former classification and will not be credited with any previously earned rank seniority. Such employees “start-over” for rank seniority and their overtime factor will be reset as in the paragraph above.

Chief officers hired from outside the bargaining unit cannot demote into a fire suppression position within the bargaining unit. They do not have a former fire suppression classification in the bargaining unit to which they may be returned.

C. Long-Term Acting Assignments

Qualified personnel may be placed in long-term acting assignments to fill long-term vacancies resulting from workers compensation injuries, modified duty assignments, medical leave, or other approved long-term absences. Long-term vacancies are defined as those lasting longer than ten (10) consecutive shifts. Once it is determined that a vacancy will last longer than ten (10) consecutive shifts, a long-term acting assignment may be made to fill the vacancy prior to the tenth shift.

Personnel filling long-term acting assignments may be moved across shifts and will receive all pay and benefits of the position to which they are assigned as if promoted to the position. Acting assignments are limited to ninety (90) calendar days when other eligible employees are available, qualified, and interested in the acting assignment. Personnel may rotate into an acting assignment more than once and for longer than ninety (90) days depending on the availability of other employees to fill the acting assignment. Personnel who participate in an acting assignment will receive probationary credit in the higher classification up to a maximum of six (6) months, regardless of the total combined duration of the acting assignments. Personnel who provide satisfactory service in an acting assignment for a continuous twelve (12) months are eligible for salary advancement in accordance with Section 5.4 of this MOU for the remaining duration of the acting assignment.

Long-term acting assignments shall not be used for day-to-day vacancies such as those created by vacation or sick leave relief and are not intended to cause an adverse impact to any one rank (more than two long-term vacancies in that rank on the same division).

The use of short-term acting assignments is identified in Section 7.3 D, Rank-for-Rank Overtime and Short-Term Acting Assignments.

The operational procedures of acting assignments are outlined in Department policy.

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 LFPD.

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 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 Fitness for Duty Exams

The Fire Chief retains the right to subject employees to job-related fitness for duty medical examinations to ensure employees can safely perform the essential functions of their job classifications as specified in established job descriptions. In the event the Fire Chief, after consultation with the Human Resources Director, determines there are identifiable reasons to believe an employee may be unable to safely perform the essential functions of their job classification, an employee shall submit to a fitness for duty medical examination at any time while on duty. The notice provided to the employee directing them to submit to a medical examination does not need to include the identifiable reason(s) for the referral. A physician selected by the Department shall conduct the fitness for duty examination and the full cost of the

examination shall be borne by the Department, as shall any medical examination required by the Employer. A copy of the medical examination report shall be given to the employee. Should the employee disagree with the opinion of the Department's physician, the employee may consult with their own physician (at the employee's expense). If the employee's private physician's report conflicts with the Department's physician in terms of ability to perform the duties of the employee's regular job, the employee may request a medical examination by a third physician mutually agreed upon by the employee and the Department. The employee and the Department will share the costs for the third examination. The decision of the third physician concerning the employee's fitness for duty shall determine the employee's ability to return to work.

27.2 Wellness-Fitness/Modified Duty Program

On August 1, 2001, the Department and the Union adopted the IAFC-IAFF Fire Service Joint Labor Management Wellness-Fitness Initiative (3rd Edition as amended). Exceptions to the current program may be implemented during the term of this MOU by mutual agreement between the Department and the Union.

The Modified Duty Program permits eligible employees to return to work in a modified duty capacity when an illness or injury prevents employees from performing their regular duties. The program is outlined in the Department General Orders.

The Department shall provide all employees over the age of 40 with a twelve-lead stress EKG examination biannually. If the test suggests an employee is immediately unsafe for fire suppression duties, the Fire Chief will be notified that the employee is not fit for duty. No other information will be provided to the Fire Chief or Employer without the employee's consent.

The Department shall provide a mandatory physical fitness program to the employees.

27.3 Substance Testing

Bargaining unit employees are subject to the Substance Testing Policy attached as Appendix E to this MOU.

Section 28. Outside Employment

Employees who plan to engage in regular employment during their off duty time must notify the Fire Chief of said employment in writing on the Department's Outside Employment Form.

No employee shall accept outside employment that creates a conflict with their full-time employment with the Department.

Employees shall not solicit outside employment while on duty for the Department or use their Department positions as an aid or leverage to gain outside employment.

Section 29. Disability Accommodations

The Union recognizes that the City has an obligation under law to meet with individual employees who request reasonable accommodation in the work place because of a disability. If the City contemplates actions to provide reasonable accommodation to an individual employee in compliance with applicable

law and the accommodation conflicts with any provision of this MOU, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss the same prior to implementation by the Department.

Section 30. Miscellaneous

30.1 Deferred Compensation Program

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

Effective July 2, 2016, the City shall contribute 0.5% of the employees' base compensation into a 457 deferred compensation plan. The contribution is tax-deferred, and counts towards the 457 annual maximum deferral as designated by the IRS. Employees without an existing 457 account with a City-sponsored provider must establish one in order to receive the City contribution, but no employee contribution to the account is required.

30.2 Helmets

Department-issued leather helmets are to remain with each individual at retirement.

30.3 EMT Certification

Emergency Medical Technician ("EMT") certification is a mandatory condition of employment for fire suppression personnel. The Department will provide all necessary training and testing relating to the recertification process at no cost to employees. If an employee does not successfully complete the EMT re-certification process provided by the Department, the employee will have six (6) months to meet recertification requirements or be subject to termination for failure to meet position standards. The expenses, in such cases, will be the responsibility of the employee. The six (6) month grace period, if requested, may be extended due to course availability but, employees must enroll and participate in the first available course.

30.4 Staffing

The parties agree that the desired minimum staffing is (3) personnel assigned to each type one engine company and a minimum of four (4) personnel assigned to each truck company within the Department. The 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 for 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 MOU modifies any company staffing agreements unique to each City.

30.5 Fire Prevention Seniority

Seniority for all current Fire Prevention personnel will be determined by their date of appointment into a full time Fire Inspector or Hazardous Material Inspector position with Livermore or Pleasanton.

30.6 Total Compensation Survey

Total compensation includes salary, and a variety of other benefits. Among such benefits, but not exclusively, are contributions or payments made by the Employer toward retirement (CalPERS), 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).

Total compensation information will be gathered from similar agencies to determine how the Employer's benchmark classifications compare with comparable positions in other agencies. The agencies used for comparison 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 total compensation comparisons) will be determined through classification analyses based on the duties, responsibilities and minimum requirements for the benchmark classes and not merely classification titles.

Total compensation arrays will be provided to the Union three (3) months prior to the expiration of the MOU.

30.7 Continuity of Operations

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

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 (5) Hazardous Materials Specialists.

31.1 Hazardous Materials Staffing and Assignments

- A. The 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 (4) 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. The four (4) team member positions (Haz-Mat Captain, Engineer, Firefighter/Paramedic, and Firefighter) at the designated Haz-Mat Station will only be filled and back-filled by Haz-Mat Team members or individuals holding the appropriate Haz-Mat certification.
- C. Procedures regarding staffing, assignments, training, withdrawal and other Haz-Mat specific topics are included in the Department’s Haz-Mat program 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 following one (1) year of Haz-Mat service and with the approval of the Fire Chief. Withdrawal from the Haz-Mat program is governed by the Department’s Haz-Mat program policy.

Section 32. Bargaining Waiver and Separability of Provisions

Except as provided in this MOU, each party to this agreement voluntarily waives its right to negotiate during the term of this agreement with respect to any matter expressly covered by this MOU or proposed by that same party during the negotiations leading to this MOU.


Should any provision of this MOU be rendered unlawful or unenforceable by any subsequent legislative enactment, state regulation or by a court of competent jurisdiction only that provision of the MOU shall be null and void, and all other provisions of the MOU shall not be affected and shall remain in full force and effect.

Section 33. Existing Memorandum of Understanding

This MOU shall supersede all existing memoranda of understanding between the JPA and the Union for employees represented by the Union for the period commencing January 1, 2022 and ending June 30, 2025.

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

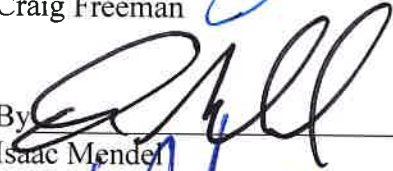
LIVERMORE-PLEASANTON FIRE
DEPARTMENT JOINT POWERS
AUTHORITY

By 
Joseph McThorn

By 
Gerry Benudin

By 
Craig Freeman

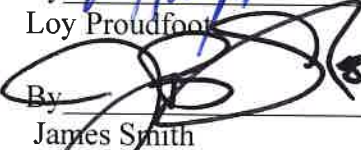
By 
Marianna Marysheva

By 
Isaac Mendel


By 
Debra Gill

By 
Loy Proudfoot

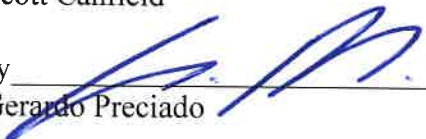
By 
Kristen Hilton

By 
James Smith

By 
Joseph Testa

By 
Jonathan Heller

By 
Scott Canfield

By 
Gerardo Preciado

Appendix A

Salary Schedules

LPFD- IAFF LOCAL 1974 SALARY SCHEDULE -EFFECTIVE UPON CONTRACT RATIFICATION*					
POSITION	STEP	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
FIREFIGHTER	1	\$ 32.730	\$ 3,665.760	\$ 7,942.480	\$ 95,309.76
	2	\$ 34.370	\$ 3,849.440	\$ 8,340.453	\$ 100,085.44
	3	\$ 36.090	\$ 4,042.080	\$ 8,757.840	\$ 105,094.08
	4	\$ 37.890	\$ 4,243.680	\$ 9,194.640	\$ 110,335.68
	5	\$ 39.790	\$ 4,456.480	\$ 9,655.707	\$ 115,868.48
	6	\$ 41.790	\$ 4,680.480	\$ 10,141.040	\$ 121,692.48
FIREFIGHTER-8HR	1	\$ 45.830	\$ 3,666.400	\$ 7,943.867	\$ 95,326.40
	2	\$ 48.120	\$ 3,849.600	\$ 8,340.800	\$ 100,089.60
	3	\$ 50.520	\$ 4,041.600	\$ 8,756.800	\$ 105,081.60
	4	\$ 53.050	\$ 4,244.000	\$ 9,195.333	\$ 110,344.00
	5	\$ 55.710	\$ 4,456.800	\$ 9,656.400	\$ 115,876.80
	6	\$ 58.500	\$ 4,680.000	\$ 10,140.000	\$ 121,680.00
FIRE ENGINEER	7	\$ 44.550	\$ 4,989.600	\$ 10,810.800	\$ 129,729.60
	8	\$ 46.770	\$ 5,238.240	\$ 11,349.520	\$ 136,194.24
FIRE ENGINEER-8HR	7	\$ 62.360	\$ 4,988.800	\$ 10,809.067	\$ 129,708.80
	8	\$ 65.490	\$ 5,239.200	\$ 11,351.600	\$ 136,219.20
FIRE CAPTAIN	9	\$ 49.840	\$ 5,582.080	\$ 12,094.507	\$ 145,134.08
	10	\$ 52.340	\$ 5,862.080	\$ 12,701.173	\$ 152,414.08
FIRE CAPTAIN-8HR	9	\$ 69.770	\$ 5,581.600	\$ 12,093.467	\$ 145,121.60
	10	\$ 73.280	\$ 5,862.400	\$ 12,701.867	\$ 152,422.40
FIRE INSPECTOR	1	\$ 52.780	\$ 4,222.400	\$ 9,148.533	\$ 109,782.40
	2	\$ 55.420	\$ 4,433.600	\$ 9,606.133	\$ 115,273.60
	3	\$ 58.200	\$ 4,656.000	\$ 10,088.000	\$ 121,056.00
	4	\$ 61.110	\$ 4,888.800	\$ 10,592.400	\$ 127,108.80
	5	\$ 64.160	\$ 5,132.800	\$ 11,121.067	\$ 133,452.80
HAZMAT INSPECTOR	1	\$ 52.780	\$ 4,222.400	\$ 9,148.533	\$ 109,782.40
	2	\$ 55.420	\$ 4,433.600	\$ 9,606.133	\$ 115,273.60
	3	\$ 58.200	\$ 4,656.000	\$ 10,088.000	\$ 121,056.00
	4	\$ 61.110	\$ 4,888.800	\$ 10,592.400	\$ 127,108.80
	5	\$ 64.160	\$ 5,132.800	\$ 11,121.067	\$ 133,452.80
HAZMAT COORDINATOR	1	\$ 57.380	\$ 4,590.400	\$ 9,945.867	\$ 119,350.40
	2	\$ 60.240	\$ 4,819.200	\$ 10,441.600	\$ 125,299.20
	3	\$ 63.250	\$ 5,060.000	\$ 10,963.333	\$ 131,560.00
	4	\$ 66.410	\$ 5,312.800	\$ 11,511.067	\$ 138,132.80
	5	\$ 69.730	\$ 5,578.400	\$ 12,086.533	\$ 145,038.40

LPFD- IAFF LOCAL 1974 SALARY SCHEDULE EFFECTIVE JANUARY 7, 2023

POSITION	STEP	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
FIREFIGHTER	1	\$ 33.880	\$ 3,794.560	\$ 8,221.547	\$ 98,658.56
	2	\$ 35.570	\$ 3,983.840	\$ 8,631.653	\$ 103,579.84
	3	\$ 37.350	\$ 4,183.200	\$ 9,063.600	\$ 108,763.20
	4	\$ 39.220	\$ 4,392.640	\$ 9,517.387	\$ 114,208.64
	5	\$ 41.180	\$ 4,612.160	\$ 9,993.013	\$ 119,916.16
	6	\$ 43.250	\$ 4,844.000	\$ 10,495.333	\$ 125,944.00
FIREFIGHTER-8HR	1	\$ 47.430	\$ 3,794.400	\$ 8,221.200	\$ 98,654.40
	2	\$ 49.800	\$ 3,984.000	\$ 8,632.000	\$ 103,584.00
	3	\$ 52.290	\$ 4,183.200	\$ 9,063.600	\$ 108,763.20
	4	\$ 54.910	\$ 4,392.800	\$ 9,517.733	\$ 114,212.80
	5	\$ 57.660	\$ 4,612.800	\$ 9,994.400	\$ 119,932.80
	6	\$ 60.550	\$ 4,844.000	\$ 10,495.333	\$ 125,944.00
FIRE ENGINEER	7	\$ 46.110	\$ 5,164.320	\$ 11,189.360	\$ 134,272.32
	8	\$ 48.410	\$ 5,421.920	\$ 11,747.493	\$ 140,969.92
FIRE ENGINEER-8HR	7	\$ 64.540	\$ 5,163.200	\$ 11,186.933	\$ 134,243.20
	8	\$ 67.780	\$ 5,422.400	\$ 11,748.533	\$ 140,982.40
FIRE CAPTAIN	9	\$ 51.580	\$ 5,776.960	\$ 12,516.747	\$ 150,200.96
	10	\$ 54.170	\$ 6,067.040	\$ 13,145.253	\$ 157,743.04
FIRE CAPTAIN-8HR	9	\$ 72.210	\$ 5,776.800	\$ 12,516.400	\$ 150,196.80
	10	\$ 75.840	\$ 6,067.200	\$ 13,145.600	\$ 157,747.20
FIRE INSPECTOR	1	\$ 54.630	\$ 4,370.400	\$ 9,469.200	\$ 113,630.40
	2	\$ 57.360	\$ 4,588.800	\$ 9,942.400	\$ 119,308.80
	3	\$ 60.240	\$ 4,819.200	\$ 10,441.600	\$ 125,299.20
	4	\$ 63.250	\$ 5,060.000	\$ 10,963.333	\$ 131,560.00
	5	\$ 66.410	\$ 5,312.800	\$ 11,511.067	\$ 138,132.80
HAZMAT INSPECTOR	1	\$ 54.630	\$ 4,370.400	\$ 9,469.200	\$ 113,630.40
	2	\$ 57.360	\$ 4,588.800	\$ 9,942.400	\$ 119,308.80
	3	\$ 60.240	\$ 4,819.200	\$ 10,441.600	\$ 125,299.20
	4	\$ 63.250	\$ 5,060.000	\$ 10,963.333	\$ 131,560.00
	5	\$ 66.410	\$ 5,312.800	\$ 11,511.067	\$ 138,132.80
HAZMAT COORDINATOR	1	\$ 59.390	\$ 4,751.200	\$ 10,294.267	\$ 123,531.20
	2	\$ 62.350	\$ 4,988.000	\$ 10,807.333	\$ 129,688.00
	3	\$ 65.460	\$ 5,236.800	\$ 11,346.400	\$ 136,156.80
	4	\$ 68.730	\$ 5,498.400	\$ 11,913.200	\$ 142,958.40
	5	\$ 72.170	\$ 5,773.600	\$ 12,509.467	\$ 150,113.60

LPFD- IAFF LOCAL 1974 SALARY SCHEDULE EFFECTIVE JANUARY 6, 2024

POSITION	STEP	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
FIREFIGHTER	1	\$ 34.900	\$ 3,908.800	\$ 8,469.067	\$ 101,628.80
	2	\$ 36.640	\$ 4,103.680	\$ 8,891.307	\$ 106,695.68
	3	\$ 38.470	\$ 4,308.640	\$ 9,335.387	\$ 112,024.64
	4	\$ 40.400	\$ 4,524.800	\$ 9,803.733	\$ 117,644.80
	5	\$ 42.420	\$ 4,751.040	\$ 10,293.920	\$ 123,527.04
	6	\$ 44.550	\$ 4,989.600	\$ 10,810.800	\$ 129,729.60
FIREFIGHTER-8HR	1	\$ 48.850	\$ 3,908.000	\$ 8,467.333	\$ 101,608.00
	2	\$ 51.290	\$ 4,103.200	\$ 8,890.267	\$ 106,683.20
	3	\$ 53.860	\$ 4,308.800	\$ 9,335.733	\$ 112,028.80
	4	\$ 56.560	\$ 4,524.800	\$ 9,803.733	\$ 117,644.80
	5	\$ 59.390	\$ 4,751.200	\$ 10,294.267	\$ 123,531.20
	6	\$ 62.370	\$ 4,989.600	\$ 10,810.800	\$ 129,729.60
FIRE ENGINEER	7	\$ 47.490	\$ 5,318.880	\$ 11,524.240	\$ 138,290.88
	8	\$ 49.860	\$ 5,584.320	\$ 12,099.360	\$ 145,192.32
FIRE ENGINEER-8HR	7	\$ 66.480	\$ 5,318.400	\$ 11,523.200	\$ 138,278.40
	8	\$ 69.810	\$ 5,584.800	\$ 12,100.400	\$ 145,204.80
FIRE CAPTAIN	9	\$ 53.130	\$ 5,950.560	\$ 12,892.880	\$ 154,714.56
	10	\$ 55.800	\$ 6,249.600	\$ 13,540.800	\$ 162,489.60
FIRE CAPTAIN-8HR	9	\$ 74.380	\$ 5,950.400	\$ 12,892.533	\$ 154,710.40
	10	\$ 78.120	\$ 6,249.600	\$ 13,540.800	\$ 162,489.60
FIRE INSPECTOR	1	\$ 56.270	\$ 4,501.600	\$ 9,753.467	\$ 117,041.60
	2	\$ 59.080	\$ 4,726.400	\$ 10,240.533	\$ 122,886.40
	3	\$ 62.050	\$ 4,964.000	\$ 10,755.333	\$ 129,064.00
	4	\$ 65.150	\$ 5,212.000	\$ 11,292.667	\$ 135,512.00
	5	\$ 68.400	\$ 5,472.000	\$ 11,856.000	\$ 142,272.00
HAZMAT INSPECTOR	1	\$ 56.270	\$ 4,501.600	\$ 9,753.467	\$ 117,041.60
	2	\$ 59.080	\$ 4,726.400	\$ 10,240.533	\$ 122,886.40
	3	\$ 62.050	\$ 4,964.000	\$ 10,755.333	\$ 129,064.00
	4	\$ 65.150	\$ 5,212.000	\$ 11,292.667	\$ 135,512.00
	5	\$ 68.400	\$ 5,472.000	\$ 11,856.000	\$ 142,272.00
HAZMAT COORDINATOR	1	\$ 61.170	\$ 4,893.600	\$ 10,602.800	\$ 127,233.60
	2	\$ 64.220	\$ 5,137.600	\$ 11,131.467	\$ 133,577.60
	3	\$ 67.420	\$ 5,393.600	\$ 11,686.133	\$ 140,233.60
	4	\$ 70.790	\$ 5,663.200	\$ 12,270.267	\$ 147,243.20
	5	\$ 74.340	\$ 5,947.200	\$ 12,885.600	\$ 154,627.20

LPFD- IAFF LOCAL 1974 SALARY SCHEDULE EFFECTIVE JANUARY 4, 2025

POSITION	STEP	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
FIREFIGHTER	1	\$ 35.250	\$ 3,948.000	\$ 8,554.000	\$ 102,648.00
	2	\$ 37.010	\$ 4,145.120	\$ 8,981.093	\$ 107,773.12
	3	\$ 38.850	\$ 4,351.200	\$ 9,427.600	\$ 113,131.20
	4	\$ 40.800	\$ 4,569.600	\$ 9,900.800	\$ 118,809.60
	5	\$ 42.840	\$ 4,798.080	\$ 10,395.840	\$ 124,750.08
	6	\$ 45.000	\$ 5,040.000	\$ 10,920.000	\$ 131,040.00
FIREFIGHTER-8HR	1	\$ 49.340	\$ 3,947.200	\$ 8,552.267	\$ 102,627.20
	2	\$ 51.800	\$ 4,144.000	\$ 8,978.667	\$ 107,744.00
	3	\$ 54.400	\$ 4,352.000	\$ 9,429.333	\$ 113,152.00
	4	\$ 57.130	\$ 4,570.400	\$ 9,902.533	\$ 118,830.40
	5	\$ 59.980	\$ 4,798.400	\$ 10,396.533	\$ 124,758.40
	6	\$ 62.990	\$ 5,039.200	\$ 10,918.267	\$ 131,019.20
FIRE ENGINEER	7	\$ 47.960	\$ 5,371.520	\$ 11,638.293	\$ 139,659.52
	8	\$ 50.360	\$ 5,640.320	\$ 12,220.693	\$ 146,648.32
FIRE ENGINEER-8HR	7	\$ 67.140	\$ 5,371.200	\$ 11,637.600	\$ 139,651.20
	8	\$ 70.510	\$ 5,640.800	\$ 12,221.733	\$ 146,660.80
FIRE CAPTAIN	9	\$ 53.660	\$ 6,009.920	\$ 13,021.493	\$ 156,257.92
	10	\$ 56.360	\$ 6,312.320	\$ 13,676.693	\$ 164,120.32
FIRE CAPTAIN-8HR	9	\$ 75.120	\$ 6,009.600	\$ 13,020.800	\$ 156,249.60
	10	\$ 78.900	\$ 6,312.000	\$ 13,676.000	\$ 164,112.00
FIRE INSPECTOR	1	\$ 56.830	\$ 4,546.400	\$ 9,850.533	\$ 118,206.40
	2	\$ 59.670	\$ 4,773.600	\$ 10,342.800	\$ 124,113.60
	3	\$ 62.670	\$ 5,013.600	\$ 10,862.800	\$ 130,353.60
	4	\$ 65.800	\$ 5,264.000	\$ 11,405.333	\$ 136,864.00
	5	\$ 69.080	\$ 5,526.400	\$ 11,973.867	\$ 143,686.40
HAZMAT INSPECTOR	1	\$ 56.830	\$ 4,546.400	\$ 9,850.533	\$ 118,206.40
	2	\$ 59.670	\$ 4,773.600	\$ 10,342.800	\$ 124,113.60
	3	\$ 62.670	\$ 5,013.600	\$ 10,862.800	\$ 130,353.60
	4	\$ 65.800	\$ 5,264.000	\$ 11,405.333	\$ 136,864.00
	5	\$ 69.080	\$ 5,526.400	\$ 11,973.867	\$ 143,686.40
HAZMAT COORDINATOR	1	\$ 61.780	\$ 4,942.400	\$ 10,708.533	\$ 128,502.40
	2	\$ 64.860	\$ 5,188.800	\$ 11,242.400	\$ 134,908.80
	3	\$ 68.090	\$ 5,447.200	\$ 11,802.267	\$ 141,627.20
	4	\$ 71.500	\$ 5,720.000	\$ 12,393.333	\$ 148,720.00
	5	\$ 75.080	\$ 6,006.400	\$ 13,013.867	\$ 156,166.40

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.



LIVERMORE-PLEASANTON

FIRE DEPARTMENT GENERAL OPERATIONS

G.O.#: 200.01 EFFECTIVE DATE: XX/XX/20 PREV. DATE: 05/30/2019
SECTION: Personnel SUBJECT: **General Operations** Page 1 of 8 Page (s)

I. PURPOSE:

To establish procedural guidelines for staffing the Operations Bureau of the fire department.

Staffing Captains and Duty Chiefs will use good judgment and discretion when assigning shift-fill for situations not specifically addressed in this policy. Staffing decisions shall be based on all factors and what is best for the organization considering the impact to personnel.

II. RESPONSIBILITY:

- A. It will be the responsibility of ALL personnel to follow this procedure.
- B. All members are responsible for managing their Telestaff Calendar.
- C. All members shall check their Telestaff Calendar at least once a day when on-duty.
- D. Captains are responsible for making entries for their assigned crew members.
- E. Once staffing has been filled and out bounded by the Staffing Captain(s), no changes shall be made without approval of the Staffing Captain(s) or Duty Chief.
- F. All members are responsible for maintaining accurate contact information in both Telestaff and Communicator.

III. DEFINITIONS:

- A. **Shift Fill** - Assignments made to maintain staffing levels, fill vacancies, or attend meetings and/or events required by the fire department. These assignments are voluntary. (Pick List = Available)
- B. **Mandatory Shift Fill** - Assignments made when an individual is ordered to work involuntarily. These can be made for an amount of time. (Exception-Holdovers)

NOTE: Not all Mandatory Assignments result in Mandate Credit; i.e.

- C. **Emergency Recall** – A recall of personnel due to an Emergency Incident, within the

fire department's area of influence, requiring staffing of additional companies.

- D. **Holdover** – The time an individual is held on-duty, for up to two (2) hours, awaiting relief. Time exceeding two (2) hours, shall warrant mandate credit.
- E. **Selection Factor** – Number used to award Shift-Fill.
- F. **Pick List** – The descending list, based on Selection Factor, indicating individual's availability to be assigned shift-fill; from lowest factor to highest factor.
- G. **Mandate List** - Rotational List based on Rank Seniority that resets November 25th of each year. (1 Year Trail Period). This procedure will remain in effect unless either party objects after 1 Year Trail Period.
- H. **Operational Period** – 24 Hour time period from 0800 – 0800 (Following Day).
- I. **Ranks/Classifications** – Captain – Engineer – Firefighter; within the Firefighter rank there are two (2) Classifications: EMT – Paramedic.
- J. **Acting Firefighter (FOR)** – An individual, who has opted in, that previously held the rank of Firefighter within the fire department. (Tiller Certification when Appropriate)
- K. **Acting Firefighter/PM (PMR)** – A qualified individual, who has opted in, that previously held the rank of Firefighter, classified as a Paramedic, within the fire department.

NOTE: The individual must currently possess a valid State of California Paramedic License AND be accredited in Alameda County as a Paramedic.

- L. **Acting Engineer (EOR)** – An individual currently on the Active Engineer Promotional List (MOU Item); or a qualified individual, who has opted in, that previously held the rank of Engineer within the fire department.

NOTE: The individual must have successfully completed all relevant coursework to include Driver/Operator 1A/1B; and Aerial Certification (Tiller Certification when Appropriate).

- M. **Acting Captain** – An individual currently on the Active Captain Promotional List (MOU Item).

IV. PROCEDURE:

- A. Assigning Shift-Fill
 - 1. To maintain adequate staffing levels.

2. Individuals shall indicate their availability in Telestaff.
3. Assignments shall be made 6 Days Out @ 0800 using the following Algorithm:
 - On-Duty Relief Pool within Rank & Classification (If Available)
 - Pick List / Rank-for-Rank

YES – Availability – NO

Fill based on Selection Factor
(96 Hour Maximum)

Fill w/ Acting Assignment
Availability

YES
Fill w/ Qualified Individual

NO
Mandate w/ in Rank (Lowest Factor)

Fill Sequence:

FF/EMT	FF/PM – Engineer – Captain
FF/PM	Engineer – Captain
Engineer	Captain – Active Promotional List
Captain	Active Promotional List

No Availability within Rank
(Mandate – 96 Hour Rule)



CONTINGENCY STAFFING



NOTE: Acting Assignments from the Promotional List
will be made in Rank Order

No availability W/ Contingency
Mandate – 120 Hour maximum

RULE BREAKS

- Trade Off Protection
 - Trade Revocation
 - Vacation Protection
 - Vacation Revocation
- ** (Vacation before AVP) **

EXCEPTION: Holiday Staffing – See Section IV; Sub-Section K

4. Members unavailable when assignments are made are NOT entitled to the shift(s) regardless of their availability subsequent to the staffing assignments being made.
5. Assignments will be made sequentially in descending order, using the Selection Factor and/or the Mandate List. This process will continue until all vacancies are filled. Initial contact with all members assigned to work may be by automation or text notification (Tele-staff).
6. The use of Short-Term Actors to prevent mandatory assignments shall not result in a mandatory assignment within the actor's respective rank. Any time a Short-Term Actor filling an assignment would prevent a mandate in their respective rank, the Short-Term Actor will return to their rank, and the original vacancy shall be filled as above.
7. Vacancies occurring under 6 Days shall be filled using the same algorithm outlined above if it occurs 37 Hours prior to the Operational Period.
8. Employees who were assigned fewer hours than the vacancy needing to be filled, and who indicated their availability, will be assigned the shift with the greater number of hours. This will continue sequentially until all vacancies are filled.
9. Vacancies occurring 37 Hours or less to the Operational Period will be filled using the same algorithm outlined above; HOWEVER, the first individual contacted shall be awarded the shift(s).

B. Mandatory Shift-Fill

1. The department will maintain a rotational list for Mandatory Shift Fill in each rank that resets November 25th of each year, based on Rank Seniority, with the least senior at the top, and most senior at the bottom.
2. When a Mandatory Assignment is needed, the individual at the top of the list shall be assigned the shift, assuming no Rule Breaks are needed. Additional Mandatory Assignments will be assigned sequentially following the Mandate List, regardless of duration, until all shifts have been filled. This process is NOT cumulative; and personnel are not eligible for upgrades. Members cannot be upgraded unless necessary to prevent Rule Breaks. Members are free to swap mandatory assignments.
3. When a member is assigned Mandatory Shift Fill, their name will be placed at the bottom of the list.
4. Mandatory Assignments shall not exceed 96 Hours unless approved by a Chief Officer.

5. Individuals assigned Mandatory Shift-Fill may find their replacement within their respective rank for all, or part of the assignment. Only one (1) individual, working a minimum of two (2) hours, shall receive mandate credit and be placed at the bottom of the mandate list.
6. Individuals who find their own replacement are EXEMPT from Mandatory Assignment during the Operational Period in which they found relief (Applies ONLY to the original agreement).
7. Under normal staffing operations, no employee shall be mandated while they are on vacation or pre-scheduled trade (Minimum 12 hours). For purposes of staffing, this time will be considered that time from 0800 hours on the day going off-duty, until 0800 hours on the day of your next regularly assigned shift the individual is scheduled to return to duty.

EXCEPTION: Holiday Staffing – See Section IV; Sub-Section K

C. Contingency Staffing

1. If attempts to fill a vacancy using the procedures outlined in Section IV; A-B have been unsuccessful, and prior to mandating an individual to work more than 96 hours, the department will attempt to fill the vacancy with ANY qualified individual, of any rank.
2. The first qualified individual contacted will be assigned the shift(s). This assignment will be a Mandatory assignment.

D. Employee Responsibility

1. Attempts to make contact with the employee shall be made either by automation/text (Telestaff) or by direct contact with the Staffing Captain or Duty Chief. Once contact with the employee has been made, the individual is responsible for the assignment.
2. Individuals not confirming acceptance of their Shift-Fill Assignment 37 Hours prior to the Operational Period shall lose the assignment.
3. Individuals on the Pick List will be awarded shift-fill for any duration, unless they have indicated their desire to work less; i.e. 12 Hours versus 24 Hours. This does not prevent mandatory assignment for additional hours.

E. Shift-Fill Availability

1. An employee may NOT exceed 96 Hours of continuous work and must have a minimum of 12 hours off after any 120-hour work period, except in emergency situations as determined by a Chief Officer.

2. Members returning from a Strike Team Assignment exceeding 48 Hours shall have a minimum of 24 Hours off; and/or shall not work the next calendar day.
3. An individual who has a signed release from a physician on record with the Duty Chief is eligible for Shift-Fill, voluntarily or involuntarily, effective from their release date. (Refer to IV; A-3)

F. Records Keeping

1. Staffing Captains shall be informed of ALL changes that occur after staffing has been filled. Changes require Staffing Captain and/or Duty Chief Approval.
2. All Hours worked will be recorded hour for hour on the Selection Factor.

EXCEPTION: Emergency Recall will not be added to Selection Factor

3. When an employee graduates from the fire academy, is promoted or demoted, they will be assigned a Selection Factor commensurate with the highest in the respective rank or classification, plus one (1) Hour. Additional employees shall be assigned one (1) additional hour, for a total of two (2) etc.
4. An employee assigned to a Long-Term Acting Position, shall have their factor assigned as outlined above. Their factor in their respective rank will be locked. Upon returning to their respective rank all hours worked in the acting assignment will be added to their respective rank factor.

G. Finding Relief

1. Contact the individual(s) who have been awarded fewer hours than the shift being given away (Acceptance is Voluntary). This process continues until ALL individuals with fewer hours have been offered the additional hours.
2. Next, contact with the individual(s) on the Pick List who have not been assigned Shift Fill.
3. The use of Short-Term Actors is allowed; however, this can only be performed after 0700 hours on the day of the shift.
4. Personnel shall not enter their own relief until staffing has been filled; Except Trades.

H. Sick Leave (MOU)

1. Employees must notify the Staffing Captain either the night before, between 1900-2000 Hours; or the morning of, between 0630-0700 Hours, of their need to use Sick Leave. In the event the Staffing Captain is unavailable, contact the Duty Chief on their cellular phone.

2. Employees using Sick Leave will be placed in Telestaff as such, for the Entire Tour (48 Hours).

EXCEPTION: The use of Family Sick Leave or Sick Leave for Medical Appointments can be used for the amount of time needed; Sick Leave for Medical Appointment requires approval from the Fire Chief or his/her designee.

3. If an employee is well enough to return to work for the second shift (Operational Period), they must contact the Staffing Captain between 1900-2000 Hours the night before the second shift.

I. Vacation (MOU)

NOTE: As outlined in the MOU, vacation must be used in increments of either twenty- four (24) or twelve (12) hours. When used in twelve (12) hour increments, vacation must be taken from either 0800-1200 or 2000-0800.

Employees may take less than twenty-four (24) or twelve (12) hours of vacation provided they find their own their relief. This constitutes a one-one contract, which prohibits the replacement from being awarded additional hours (Upgrade).

NOTE: As outlined in the MOU, vacation can be canceled at any time provided it is done 24 Hours prior to the start of the Operational Period. If canceled under (6) days, the employee must inform the Duty Chief. (Employees are allowed a maximum of 6 Cancelations / Calendar Year Under 6 Days.)

EXCEPTION: Holiday Staffing – Section IV; Sub-Section J

J. Emergency Relief

1. Once an employee determines a personal emergency will preclude them from remaining on-duty, the employee shall inform their supervisor of the emergency. Contact with the Duty Chief, through the Chain-of-Command, shall be made.
2. Notification shall include the anticipated time off needed; and whether or not they will be able to return to work.
3. The employee may elect to use vacation, secure a trade, or use Family Sick Leave as outlined in policy.
4. The Staffing Captain shall attempt to secure a replacement through normal staffing procedures in the event the employee is unable to secure relief.
5. The employee will remain on-duty until their replacement arrives; unless the employee requires immediate release from duty based on the nature of the emergency.
(Duty Chief Approval)

6. The Duty Chief will determine how best to maintain companies' in-service with the remaining crew members on duty.

K. Holiday Staffing: 4th of July; Thanksgiving; Christmas Eve, Christmas Day

Staffing for the holidays shall be entered manually by the staffing captain and filled as follows:

1. July 4th - Filled on June 4th
Thanksgiving – Filled on October 25th
Christmas Eve (12/24) and Christmas Day (12/25) – Filled on November 25th; filling Christmas Day (12/25) first...using the reset mandate list.
2. Member CANNOT take vacation on Thanksgiving, Christmas Eve, or Christmas Day UNLESS they find their own relief.
3. Members finding their own relief, either through the use of vacation or trade, cannot enter information into Telestaff until after the holidays have been filled by Staffing.
4. In the event a Shift is scheduled to work both December 24 and December 25, they will swap December 24 with the shift scheduled to work December 23. In this instance, December 23rd is a NO VACATION Day, as this is actually the 24th; and December 24th becomes a VACATION Day, as this is actually the 23rd.
5. Members cannot be assigned Mandatory Shift Fill on Christmas Eve or Christmas Day if their regularly assigned duty day falls on either day. No member shall be assigned Mandatory Shift Fill for both Christmas Eve and Christmas Day.

L. December 15 - January 5th

1. Employees are required to take three (3) 24-Hour Consecutive Shifts of Vacation for Mandatory Assignment Exemption. Trades of any duration during this period DO NOT exempt the employee from a Mandatory Assignment.
2. Vacation must be canceled before it is filled by Staffing



LIVERMORE-PLEASANTON

FIRE DEPARTMENT GENERAL OPERATIONS

G.O.#:

EFFECTIVE DATE:

PREV. DATE:

SECTION:

SUBJECT: **Substance Testing Policy**

Page 1 of 12 Page (s)

I. PURPOSE:

Livermore-Pleasanton Fire Department (“LPFD”) is committed to providing a safe and drug-free work environment. This commitment is placed in jeopardy when any employee uses drugs or alcohol in a manner that violates the law or LPFD policy. A department member with a substance abuse problem poses a risk to the safety and welfare of themselves, their co-workers, and the public at-large. This policy is adopted to address the negative effects that drug and alcohol misuse and abuse can cause in the workplace and to prevent future negative effects from occurring, including accidents and injuries.

II. POLICY:

- A. All content herein shall be referred to as the LPFD Substance Testing Policy (“Policy”).
- B. All supervisors and managers (“Supervisors”) in LPFD are responsible for actively taking steps to carry out this Policy.
- C. This Policy applies to all LPFD employees and individuals seeking employment regardless of rank with respect to alcohol and drugs, including any and all substances, drugs or medications, whether legal or illegal, which could impair an employee’s ability to effectively and safely perform the functions of their job (“Covered Employee” or “Covered Employees”).
- D. All testing pursuant to this Policy shall be conducted through independent third-party collection facilities, laboratories, and Medical Review Officers, all of whom are not affiliated with LPFD, the City of Livermore, or the City of Pleasanton.
- E. With respect to alcohol, the following conduct by Covered Employees is prohibited:
 - 1. consumption of alcohol within four hours of beginning work;
 - 2. purchase of alcohol from a brick-and-mortar retailer while on-duty and in LPFD uniform, or while on-duty and driving or acting-as-passenger in a vehicle reflecting LPFD insignia;

3. Distribution, defined as providing alcohol to a fellow LPFD member or member of the public, while on-duty other than as a packaged gift that remains unopened and is stored and remains in a Covered Employee's personal vehicle;
4. Possession of alcohol while at work, excluding unopened alcohol that is stored and remains in a Covered Employee's personal vehicle while parked on LPFD premises;
5. consumption of alcohol while on-duty; and
6. consumption of alcohol following an on-duty motor vehicle accident that is subject to post-accident testing pursuant to this Policy until the Covered Employee is tested or a decision is made to not test the Covered Employee.

Any Covered Employee who is under the influence of alcohol (i.e., on-the-job impairment) or has the odor of alcohol on their breath will not be permitted to remain on duty.

- F. With respect to marijuana/cannabinoids, the following conduct by Covered Employees is prohibited:
1. consumption of marijuana/cannabinoids within four hours of beginning work;
 2. purchase of marijuana/cannabinoids from a brick-and-mortar retailer while on-duty and in LPFD uniform, or while on-duty and driving or acting-as-passenger in a vehicle reflecting LPFD insignia;
 3. Distribution, defined as providing marijuana/cannabinoids to a fellow LPFD member or member of the public, while on duty;
 4. Possession of legal marijuana/cannabinoids while at work, excluding unopened marijuana/cannabinoids that are stored and remain in a Covered Employee's personal vehicle while parked on LPFD premises;
 5. consumption of marijuana/cannabinoids while on-duty; and
 6. consumption of marijuana/cannabinoids following an on-duty motor vehicle accident that is subject to post-vehicle accident testing pursuant to this Policy until the Covered Employee is tested or a decision is made to not test the employee.

Any Covered Employee who is under the influence (i.e., on-the-job impairment) of marijuana/cannabinoids will not be permitted to remain on duty.

- G. With respect to drugs other than marijuana/cannabinoids, while on-duty, Covered Employees shall not use, possess, sell, transfer, distribute or be under the influence (i.e., on the job impairment) of any illegal drug recognized as illegal.
- H. This Policy does not prohibit Covered Employees from using prescription drugs in the manner prescribed and as deemed safe by a treating health care provider. This Policy does, however, require Covered Employees to notify their Supervisor if they are using a prescription drug while on-duty that, according to the drug manufacturer, a pharmacist, or a physician, may induce-drowsiness or otherwise impair their ability to perform the full scope of their duties safely. If there are questions regarding the Covered Employee's ability to perform assigned duties safely and effectively when using such medications, the City of Pleasanton's occupational health provider will be required to clear the employee for on-duty use of such medication.
- I. LPFD may require a Covered Employee to submit to a drug or alcohol test in accordance with this Policy under the following circumstances: (1) reasonable suspicion; (2) post-accident; (3) return-to-duty; or (4) pursuant to the terms of a Last Chance Agreement.
- J. LPFD may discipline a Covered Employee for violation of this Policy, up to and including termination from employment, subject to due process and representation rights.
- K. A Covered Employee who tests positive for the first time in violation of this Policy will be offered a Last Chance Agreement in lieu of termination. The Last Chance Agreement will be negotiated between LPFD, the Union and /or the Covered Employee. Notwithstanding this requirement, LPFD may deny a Covered Employee the offer of a Last Chance Agreement in egregious situations or when the Covered Employee refuses to submit to testing as authorized by this Policy.
- L. In an effort to encourage the Covered Employee to take responsibility for their behavior, the Last Chance Agreement or other Agreement will include a requirement, among others, that the Covered Employee undergo an evaluation by a substance abuse professional and complete any recommended treatment. In such instances, the City will offer treatment to the Covered Employee in a substance abuse treatment program recommended by a Substance Abuse Professional.
1. The City will pay seventy percent (70%) of the treatment program costs that are not covered by the Covered Employee's health insurance. The Covered Employee will pay the remaining thirty percent (30%) of the treatment program cost. The City's contribution for treatment, however, shall not exceed \$100,000 for all Union members in a fiscal year.

2. If the Covered Employee is not otherwise on paid administrative leave or on paid worker's compensation leave, the Covered Employee's time in the treatment program will be unpaid per the terms of the applicable MOU, but the Covered Employee may elect to use accrued paid time off, if available.
 3. During a Covered Employee's career, a second opportunity for treatment may, in the City's discretion, be offered in the event of a relapse. A Covered Employee is not eligible for a second treatment opportunity unless considerable time has passed and the Covered Employee is otherwise in good standing. Discipline, which could include termination, will be imposed for the second violation of this Policy. If a second treatment program is allowed in lieu of termination, the Covered Employee will be responsible for the entire cost.
 4. To the extent a Covered Employee tests positive for drugs or alcohol in violation of this Policy, completion of a return-to-duty test with a negative test result for the substance at issue will be required before the Covered Employee may return to work.
 5. As a condition of continued employment, a Covered Employee who tests positive in violation of this Policy will be subject to unannounced follow-up testing for up to 12 months after the Covered Employee has returned to duty.
- M. A Covered Employee who refuses to submit to any required drug or alcohol test authorized by this Policy will be treated in the same manner as a Covered Employee who tests positive on a drug or alcohol test. Refusal to submit to a drug or alcohol test as required by this Policy constitutes insubordination and may result in discipline, up to and including termination, in accordance with full due process and representation rights.
- N. Under this Policy, a Covered Employee is deemed to have tested positive for alcohol if test results indicate a concentration of 0.02 or higher.
- O. Marijuana/Cannabinoids (Marijuana) will only be considered a violation of this Policy in conjunction with objective signs that support reasonable suspicion as defined in this Policy.
- P. To provide Covered Employees with substantial advanced notice regarding this Policy, LPFD will implement this Policy no earlier than three months from the Policy's effective date.

III. PROCEDURE:

TYPES OF TESTING

A. Pre- Employment Screening

1. Applicants seeking initial employment with LPFD in any of the job classifications identified in the definition of Covered Employees shall be subject to a pre-employment screening for drugs. Pre-employment screening does not apply to existing LPFD employees applying for promotion or assignment to another position with the LPFD. LPFD will provide notice to applicants that they will be required to undergo and pass a pre-employment drug test as a condition of employment in advance of hiring. In such notice, LPFD will provide a description of the associated drug (and potentially alcohol) test.
2. Applicants who test positive for substances prohibited by this Policy will have an opportunity to demonstrate to a third-party Medical Review Officer that their use of the substance is authorized by a prescription from a health care provider and that such use is in a manner consistent with the instructions set forth in the supporting prescription. If the applicant makes a satisfactory showing, then the positive drug test does not disqualify the applicant from appointment.
3. Applicants found to have a positive screening test for drugs or alcohol shall be disqualified from appointment. Refusing to submit to a pre-employment screening required under this subsection will be deemed a failure of the screening, thereby resulting in a rejection of the individual's application for the appointment.

B. Reasonable Suspicion

1. Covered Employees are required to submit to a drug or alcohol test authorized by this Policy when a Trained Employee has reasonable suspicion to believe that a Covered Employee is under the influence of drugs or alcohol. "Trained Employee" means any employee of the LPFD who has participated in the training program further described in this Policy.
2. "Reasonable suspicion" is a belief based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech and/or body odors of the employee and reasonable inferences drawn from those facts related specifically to job performance, a threat to themselves or the safety of others. Reasonable suspicion shall be documented on the Observation of Impairment Report, the form of which is attached as Attachment A and is hereinafter referred to as the "Observation of Impairment Report".

3. A Trained Employee must notify a command staff member immediately of their reasonable suspicion that a Covered Employee is under the influence of drugs or alcohol and the affected Covered Employee must be removed from duty and then provided with an opportunity to explain alternative reasons for the physical symptoms or articulable phenomena. The Covered Employee will be allowed to consult with a union representative before providing any explanation about physical symptoms or articulable grounds allegedly giving rise to reasonable suspicion, and to have the union representative present if the union representative is reasonably available. Such union consultations will not permit a Covered Employee to delay or refuse the inquiry necessary to establish reasonable suspicion (other than explanation from the Covered Employee) or drug testing.
4. A finding of reasonable suspicion must be made before a Covered Employee may be directed to submit to testing. Only a command staff member, or the Human Resources Director—acting upon the information provided by a Trained Employee—is authorized to direct a Covered Employee to submit to testing. The facts underlying the determination of reasonable suspicion shall be disclosed in writing to the Covered Employee at the time the Covered Employee is directed by LPFD or the Human Resources Director to submit to a test. Attachment A shall be used to document the determination of reasonable suspicion.
5. A command staff member or the Human Resources Director of Pleasanton shall arrange for the testing and transport of the Covered Employee to the testing site.
6. After the Covered Employee submits to testing, they will be prohibited from returning to work during the same shift. The Covered Employee shall be paid for the remainder of such shift. The Covered Employee will be precluded from returning to work while LPFD waits to receive test results. To the extent the Covered Employee misses a pre-scheduled shift during this period, they will receive paid leave. If, after receiving test results, LPFD desires to place the Covered Employee on unpaid leave for any period, the Department must provide a *Skelly* hearing in advance of any such decision.
7. LPFD shall provide a program of training to assist Trained Employees in identifying Covered Employees who are under the influence of drugs or alcohol. Such training will be aimed to help recognize the conduct and behavior giving rise to reasonable suspicion of substance abuse. Trained Employees must attend annually one hour of training, provided or approved by Human Resources Director for the City of Pleasanton, on alcohol misuse and substance abuse.
8. An initial finding of reasonable suspicion and direction to submit to testing must be documented in writing by the Trained Employee who identifies that a Covered

Employee is under the influence of drugs or alcohol on the Observation of Impairment Report.

The Observation of Impairment Report shall detail in writing the specific facts, symptoms, and observations which form the basis for the Trained Employee's determination that reasonable suspicion exists. The Trained Employee must complete and submit their portion of the Observation of Impairment Report to a command staff member, or the Human Resources Director who will confirm that the form documents reasonable suspicion and sign the form. The Observation of Impairment Report must be completed in advance of testing. The Human Resources Director shall maintain the completed forms for the City's recordkeeping purposes.

C. Post-Accident Testing

1. Post-accident/drug and alcohol testing will be conducted for Covered Employees who were operating a LPFD vehicle directly involved in an accident that results in serious bodily injury to any person or causes substantial damage to property. Post-accident drug and alcohol testing will also be conducted for Covered Employees who were operating LPFD heavy/dangerous equipment that directly caused serious bodily injury to any person. For purposes of this provision, "operating LPFD heavy/dangerous equipment" is limited to the use of hydraulic spreaders/pullers/rams/cutters, chainsaws, and circular saws.
2. Post-accident alcohol and drug tests shall be administered within two hours following an accident to the extent practicable. If the test is not performed within two hours, then LPFD must provide written documentation to the City of Pleasanton Human Resources Director as to why the test was not promptly conducted. A post-accident drug test shall be conducted within 72 hours following the accident. If the post-accident drug test is not conducted within 72 hours following the accident, then LPFD must provide written documentation to the Human Resources Director as to why such testing did not occur. Any drug testing administered after two hours but up to 72 hours is done to accommodate operating hours of the testing facility.

D. Return-to-Duty And Follow-Up Testing

1. A Covered Employee must submit to a return-to-duty test before they resume performance of their job duties where they have either: a) tested positive following testing ordered under this Policy; b) have refused to comply with an order to submit to testing authorized by this Policy; or c) admitted to alcohol or drug use in violation of this Policy.

2. If a Covered Employee tested positive for alcohol or any of the drugs covered under this Policy, then they must test negative for the substance at issue before they can resume performance of their job duties.
3. In addition, the Covered Employee will be subject to follow-up testing. The Covered Employee will be subject to monthly unannounced drug or alcohol tests during the Covered Employee's first year after returning to their position following the violation. Follow-up testing shall be conducted in addition to any other testing to which the Covered Employee is subject under this Policy.

E. Testing Process and Standards

1. All testing services pursuant to this Policy shall be conducted through independent third-party Collection Facilities, HHS-certified laboratories, and Medical Review Officers, all of whom are not employed by the City of Pleasanton or the City of Livermore. Such services shall include, breath or saliva alcohol testing, urine specimen collection, laboratory testing, and medical review.

2. Drug Testing

Once a determination is made to require a Covered Employee to be drug tested, the information supporting the determination will be made accessible to the Human Resources Director for the City of Pleasanton (Human Resources Director).

3. Alcohol Testing

Positive alcohol test results will be reported to the Human Resources Director, and the LPFD Fire Chief.

Substances considered to be a violation under this Policy shall be limited to:

- Alcohol;
- Marijuana/Cannabinoids (Marijuana)(only in conjunction with objective signs that an employee may be impaired by Marijuana/Cannabinoids on the job.)
- Illegal Drugs; and
- Prescription drugs and other substances which may impair an employee's ability to safely and effectively perform the functions of the job.

4. Sample Collection/Breath Alcohol Testing

Testing must be conducted in accordance with the agreement between the LPFD and the third-party administrator. However, this does not prohibit LPFD from using BAC test results lawfully obtained from a local law enforcement agency that conducted its own investigation of a Covered Employee involved in the vehicle accident at issue.

5. Test Results

- The results of the laboratory analysis will be forwarded to a third-party Medical Review Officer. If the results are negative (no drugs or alcohol detected), then the Medical Review Officer will notify the Human Resources Director and the Covered Employee shall be returned to work promptly. If the laboratory confirms a positive result (drugs or alcohol detected), then the Medical Review Officer will first contact the Covered Employee at the telephone number provided to give the Covered Employee the opportunity to discuss the test results and to submit information demonstrating authorized use of the drugs in question. The Medical Review Officer will make a final determination and notify the Human Resources Director. The Covered Employee may request a split sample be tested by the same facility and at the City's expense. If the Covered Employee desires an alternative laboratory to test a split sample, the alternative laboratory must be approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the Covered Employee must pay for such testing at their own expense.
- LPFD and the City of Pleasanton's Human Resources Department will maintain the confidentiality of drug and alcohol test results as required by federal and state law. Only persons needing to know test results will have access to them. Test results may be used in conjunction with an appeal process and/or litigation, and as such, test result records will be made available as necessary. Results may be sent to federal and/or state agencies as required by law.

6. Consent and Refusal

- Before a drug test is administered, Covered Employees will be required to sign a consent form authorizing the test and permitting release of test

results to the LPFD Fire Chief or their designee and City of Pleasanton representatives with a need-to-know. Failure to sign such form will be cause to terminate the application process and deny employment for applicants and will constitute insubordination for Covered Employees.

- A job applicant who refuses to consent to testing will be denied employment with LPFD.
- An existing Covered Employee's refusal to test as required by this Policy constitutes insubordination and may result in administrative action, up to and including termination, subject to full due process and consistent with all representation rights.
- Any of the following constitutes a refusal to test:
 - Failure to proceed immediately to the designated testing site after being directed to do so.
 - Failure to permit transportation by LPFD personnel to the designated testing site or unreasonably delaying transport or arrival at the designated testing site after being directed to go to the designated testing location;
 - Failure to remain at the designated testing location until testing is completed;
 - Failure to provide a specimen or sample or a sufficient amount of the specimen or sample as directed by a specimen collector/technician without medical explanation as determined by medical evaluation;
 - Failure to sign the appropriate forms when asked to do so by the specimen collector/technician;
 - Declining to take a second test as directed;
 - Failure to cooperate with testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process) or engaging in any conduct that obstructs or does not allow for the successful completion of the testing process;

- Medical Review Officer report that Covered Employee has verified adulterated or substituted test result;
- Admission by Covered Employee that he or she adulterated or substituted their specimen;
- Observed possession or wearing of a prosthetic or other device that could be used to interfere with the collection process at time of collection; or
- Refusal to wash hands in advance of providing a specimen, after being directed to do so.

Where there is a reasonable suspicion that the Covered Employee is presently under the influence of alcohol or drugs, LPFD shall allow the Covered Employee time to arrange to be safely transported home. The Covered Employee shall not be permitted to transport themselves.

ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of LPFD’s Substance Testing Policy. I understand the Policy, and agree to abide by it. I understand the Policy may be updated in the future.

Employee Signature

Date

Employee Name (printed)

This form shall be retained by Human Resources.

Please complete and return this form immediately.

ATTACHMENT A
OBSERVATION OF IMPAIRMENT REPORT
REASONABLE SUSPICION RECORD

Employee Name: ___ Employee ID No. _____

Observation Date: _____ Time: (from _____ a.m./p.m. to _____ a.m./p.m.)

Location: _____
 Street City State Zip

This form is used to help determine if there is reasonable suspicion to believe a Covered Employee is impaired by alcohol or drugs while on the job and to document pertinent findings. Reasonable suspicion must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the person suspected of being impaired by alcohol or drugs in violation of the LPFD policy.

OBSERVATIONS:

Detail the specific facts, symptoms and observations that form the basis for your determination that the Covered Employee is impaired by alcohol or drugs while on the job.

TRAINED EMPLOYEE COMPLETING THE ASSESSMENT:

Signature Print Name Rank Date Time

CONFIRMING WITNESS:

____ Concur is the above findings.

Signature Print Name Rank Date Time

APPROVED BY:

Signature Print Name Title Date Time