



Livermore-Pleasanton Fire Department Joint Powers
Authority

and

The International Association of Fire Fighters, Local 1974
Battalion Chief's Unit, AFL-CIO-CLC

MEMORANDUM
OF
UNDERSTANDING

SEPTEMBER 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, Battalion Chiefs Unit, 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 September 1, 2022 and ending on June 30 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 Battalion Chief’s Unit comprised of the classification of Battalion Chief 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 deduction 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 Battalion Chief's 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 Battalion Chief's 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. Facilities Visits

Any Union representative shall give notice to the Fire Chief when visiting employees at their assigned fire stations and fire administration 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, Discrimination, and Retaliation 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 Salary Ranges and Salary Increases for Contract Term

Salary ranges have been established for Battalion Chiefs. For all current Battalion Chiefs at the time of the effective date of MOU, movement through the range will be five percent (5%) based on an annual performance review rating of at least "meets expectations" by the Fire Chief on July 1 each year and up to an additional two percent (2%) based on recommendation of Fire Chief and approval by the City Manager. For all Battalion Chief's promoted after the effective date of the MOU, movement through the range will be five percent (5%) based on an annual performance review rating of at least "meets expectations" by the Fire Chief and up to an additional two percent (2%) based on

recommendation of Fire Chief and approval by City Manager on their anniversary date of their promotion. Once the Battalion Chief has reached the top of the salary range, no further increases are available.

*Effective upon Council Approval	Yearly Salary Range		Monthly Salary Range	
Salary Range	\$178,315	\$216,406	\$14,859.58	\$18,033.83

5.2 Cost of Living Increases (COLA) During Contract Term

2023: Effective June 10, 2023, Battalion Chiefs will receive a cost-of-living increase of three percent (3%) of their base pay.

2024: Effective January 6, 2024, Battalion Chiefs will receive a cost-of-living increase of three percent (3%) of their base pay. The Battalion Chief’s salary range will be adjusted accordingly.

2025: Effective January 4, 2025, Battalion Chiefs will receive a cost-of-living increase of one percent (1%) of their base pay. The Battalion Chief’s salary range will be adjusted accordingly.

5.3 Acting Pay – Deputy Fire Chief / Fire Chief

At the discretion of the Fire Chief or the City Manager, Battalion Chiefs may be assigned in an acting or interim basis to the rank of Deputy Fire Chief or Fire Chief. When an employee is assigned and serving in the rank of Deputy Fire Chief or Fire Chief, that employee’s acting rate of pay shall be at least 5% above the Battalion Chief’s current pay rate beginning the first day of the acting assignment.

5.4 Salary Step After Change in Classification

When a Battalion Chief is promoted to a Deputy Chief or any other 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 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.

5.5 Shift Management Compensation Pay

Battalion Chiefs assigned to a 56-shift schedule shall be compensated in the amount equal to 7.5% of the Battalion Chief current base rate of pay paid biweekly.

Shift Management Compensation covers time spent conducting normal management and/or administrative business when not on shift; for example, participating in command staff meetings, labor management meetings, BC meetings, shift management preparation, and end of shift hold over to complete turn over, reports, and paperwork, etc.

The Fire Chief, and/or designee, may approve additional compensation for the entire time spent, paid at the rate of the Battalion Chief coverage stipend under Section 5.8, when assigned to participate in off-duty events greater than three (3) hours in a single day, to conduct business outside their normal

management roles and responsibilities; for example, instructing training classes, or serving as assessment panelists for other agencies, etc.

5.6 Training Premium Pay

Battalion Chiefs assigned to a 40-hour workweek as the Training Chief shall be compensated in the amount equal to 25% of the base rate of the Battalion Chief in Appendix A and are eligible to observe annual holidays as listed in Section 7 of the MOU.

5.7 Reimbursable Incidents & Training

A Battalion Chief or Acting Battalion Chief who is either assigned to a reimbursable incident/training or is providing coverage for someone that has been assigned to a reimbursable incident/training shall be compensated at one and one-half (1 ½) times the employee's 24-hour rate of pay in 15-minute increments.

5.8 Battalion Chief Coverage Stipend

Effective the pay period after the MOU is approved by the Pleasanton and Livermore City Council's in open session, Battalion Chiefs shall receive compensation of \$83 per hour when providing shift coverage for any 24-hour Battalion Chief absence or position vacancy or when approved in accordance with Section 5.5.

Effective January 6, 2024, Battalion Chiefs shall receive compensation of \$85 per hour when providing shift coverage for any 24-hour Battalion Chief absence or position vacancy or when approved in accordance with Section 5.5.

Effective January 4, 2025, Battalion Chiefs shall receive compensation of \$86 per hour when providing shift coverage for any 24-hour Battalion Chief absence or position vacancy or when approved in accordance with Section 5.5.

5.9 Out of Class Work

The City and the Union have agreed to a one (1) year trial period that allows Battalion Chiefs, who have indicated their availability, to fill vacancies in the rank of Fire Captain to assist in preventing mandatory shift fill, provided all vacancies in the Battalion Chief position have been filled.

When working in the rank of Captain, Battalion Chiefs will receive stipend pay as provided in Section 5.8.

At the end of the one (1) year trial, the out of class program for the Battalion Chiefs to work down as Captains ends unless the trial period is mutually agreed to be extended by the Fire Chief and the Union.

Battalion Chiefs must indicate their availability as defined in the Staffing Policy.

No Battalion Chief may work out of class when a mandatory assignment exists in their perspective rank.

The Fire Chief and the Union maintain the ability to re-implement Out of Class Work, through mutual agreement, during the term of the contract based on department need.

5.10 Administrative Leave Pay for 2022

Effective the first full pay period after Council approves the MOU, Battalion Chiefs will receive a one-time payment equal to 24 hours of base pay at their rate of pay in December 2022.

5.11 One-time Payment

Effective the first full pay period after Council approves the MOU, Battalion Chiefs will receive a one-time payment equal to \$4,000.

Section 6. Hours of Work, Shift & Station Assignments

6.1 Exchanges of On-Duty Time (Shift Trades)

Trades of on-duty time shall only be permitted between employees that possess the necessary qualifications to perform the assignment with the approval of the Fire Chief or designee. 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 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 Battalion Chief may work as a Captain 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 Fire Chief or their designee 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.

6.2 Battalion Chief Assignments

Assignments to a specific battalion, shift and/or station shall be made through the bid system. Bids shall occur in descending order by rank seniority. Bid assignments will occur every other year, in the month of December starting in December 2023. In the event no Battalion Chiefs bid the 40-hour Battalion Chief assignment, the Fire Chief, and/or designee, will make the assignment based on organizational need. Consideration will be given not to assign Battalion Chiefs who previously served in the 40-hour Battalion Chief position for a minimum of one (1) year.

Approved bids and subsequent moves will take effect in January and will remain effective for two (2) years.

In the event an opening occurs during the two-year term, Battalion Chiefs may submit a request for re-assignment, but the Fire Chief and/or designee retains the right to fill the assignment based on organizational need. Consideration will be given not to assign Battalion Chiefs who previously served in the 40-hour Battalion Chief position for a minimum of one (1) year or based on seniority.

The Fire Chief, and/or designee, has the discretion to administratively reassign personnel for up to four (4) months per assignment to meet Department needs. This shall not apply to probationary employees or assignments not resulting in the displacement of another employee. Transfer for purposes of punishment shall be done in accordance with Section 19 - Discipline.

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".

Personnel may submit a request for a mutual, in writing, to the Fire Chief, and/or designee. Requests will be evaluated and approved on a case-by-case basis, based on department need.

Section 7. Holiday Pay

7.1 Holiday In Lieu

Battalion Chiefs assigned to a 56-hour work schedule are eligible to receive holiday-in lieu pay at the rate of 7.5% of the base salary. Holiday-in-lieu pay shall be paid on a biweekly basis. Battalion Chiefs shall receive holiday in lieu pay without regard for when holidays occur or whether such employees actually work on recognized holidays. 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.

7.2 Observed Holidays

The following holidays are observed for the Battalion Chief's unit. Battalion Chiefs who work a 40 hour per week schedule 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

7.3 Floating Holiday

Represented employees working a 40 hour schedule shall be credited with seven floating holidays (56 hours) on January 1 of each year. Employees hired January 1 through June 30 shall be credited with seven floating holidays (56 hours) upon hire. New employees hired July 1 through December 31 shall be credited with three floating holidays (24 hours) upon hire.

Employees will need to use all Floating Holiday hours by the last payroll period for the calendar year (instead of December 31) otherwise they will be lost. Battalion Chiefs will be provided and may use the next calendar year's allotment of Floating Holiday hours in the same payroll period.

Section 8. 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 9. Vacations

9.1 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.

I. 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 and above	17.14 hours

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

9.2 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 the 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.

9.3 Vacation Scheduling and Use

All scheduled use of vacation shall be approved in advance by the Fire Chief and/or designee.

Annual Vacation Scheduling:

- A. During January of each year, and no later than February 1, employees shall be granted an opportunity to request Annual Vacation Picks (AVP) 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 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 shift/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. Only 1 Shift Battalion Chief may request annual vacation each day.

- C. Battalion Chiefs will coordinate among themselves to complete the selection process.
- D. Battalion Chief's 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.
- 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. Battalion Chief's assigned to a 40-hour work week may select their Annual Vacation Picks in accordance with the timeline outlined above. Battalion Chiefs assigned to a 40-hour work week may take vacation in increments consistent with their regular work period.
- G. No employee may request vacation for 4th of July, Thanksgiving, Christmas Eve, or Christmas Day.

NOTE: Refer to Holiday Staffing for non-annual vacation holiday requests.

- H. All approved Annual Vacation Picks will be guaranteed, provided they have been requested in accordance with the procedures outlines in this section.
- I. Once Annual Vacation Picks have been completed, they will be forwarded to the Fire Chief and/or their designee for review and approval.
- J. Employees who are reassigned during the calendar year, will have previously approved vacation transferred to cover time off for the same date range prior to the reassignment.
- K. In the event staffing requires revocation of approved vacation, Annual Vacation Picks will be the last to be revoked. (Refer to the Staffing Policy for additional information.)

Vacation Scheduling

- A. All vacation requests and use require approval by the Fire Chief and/or designee. This applies to both Shift Battalion Chiefs and 40-hour Battalion Chiefs.
- B. Requests that may result in a mandatory assignment will not be an automatic disqualifier.
- C. Battalion Chiefs assigned to 24-hour shift 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. The Fire Chief, and/or designee 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, and/or designee shall be final.

- D. Battalion Chiefs assigned to a 40-hour work week may request vacation in one (1) hour increments.
- E. Authorized emergency vacation may be allowed due to special circumstances and temporary assignments will be made to accommodate such a need.
- F. The Fire Chief, and/or designee 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.

Holiday Staffing

- A. Holidays will be staffed as follows:
 - July 4 – Filled on June 4
 - Thanksgiving – Filled on October 25
 - Christmas Eve & Christmas Day – Filled on November 25 (Christmas Day Fills 1st)
- B. Employees may request vacation on 4th of July, Thanksgiving, Christmas Eve, or Christmas Day, provided they find their own relief, and only after staffing has filled in accordance with the procedures outlined above.
- C. Battalion Chiefs are required to use three (3) consecutive 24-hours of approved vacation to receive mandate protection between December 15 and January 5. Vacation must be cancelled prior to the vacancy being filled during this same time period.

Annual Vacation | Vacation Cancellation

- A. 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 Fire Chief and/or designee must also be notified whenever vacation is cancelled less than six (6) days prior to the shift.
 - EXCEPTION: See Holiday Staffing
- B. Employees are allowed a maximum of six (6) vacation cancellations per calendar year with less than six (6) days’ advance notice.

9.5 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.

Employees may not use accumulated leave to end service prior to retirement or separation from the City, unless authorized by the City Manager.

9.6 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 10. Sick Leave

10.1 Sick Leave Accrual – 56 Hour Shift Employees

Battalion Chiefs assigned to a 56-hour work schedule shall earn sick leave at the rate of eleven and two-tenths (11.2) hours for each month of service. Battalion Chiefs assigned to a 56-hour work schedule may accumulate an unlimited number of sick leave hours subject to the following:

- a. A maximum of 2,912 accumulated sick leave hours are available for use as paid time off at any given time in accordance with sections 10.3 and section 10.4 below.
- b. Sick leave hours accrued in excess of 2,912 are placed in a separate sick leave bank for conversion to additional service credit at the time of retirement and are not available for use as paid time off during employment.
- c. Sick leave accrual will resume once the employee's accumulated sick leave hours drop below the 2,912 maximum.
- d. All unused accumulated sick leave hours and any accumulated hours over the 2,912 sick leave maximum will be converted to additional service credit at the time of retirement in accordance with Government Code section 20862.8 (CalPERS "Credit for Unused Sick Leave").
- e. Battalion Chiefs on leave pursuant to Labor Code section 4850 shall accumulate sick leave hours during said leave in accordance with this section.

10.2 Sick Leave Accrual – 40 Hour Shift Employees

Battalion Chiefs assigned to a 40-hour work schedule shall earn sick leave at the rate of eight (8) hours for each month of service. Battalion Chiefs assigned to a 40-hour work schedule may accumulate an unlimited number of sick leave hours subject to the following:

- a. A maximum of 2,080 accumulated sick leave hours are available for use as paid time off in accordance with sections 10.3 and 10.4 below.
- b. Sick leave hours accrued in excess of 2,080 are placed in a separate sick leave bank for conversion to additional service credit at the time of retirement and are not available for us as paid time off during employment.
- c. Sick leave accrual will resume once the employee's accumulated sick leave hours drop below the 2,080 maximum.

- d. All unused accumulated sick leave hours and any accumulated hours over the 2,080 sick leave maximum at the time of retirement in accordance with Government Code section 20862.8 (CalPERS “Credit for Unused Sick Leave”).
- e. Battalion Chiefs on leave pursuant to Labor Code section 4850 shall accumulate sick leave hours during said leave in accordance with this section.

10.3 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 or a designated person. A designated person is one identified by the employee at the time the employee requests paid sick leave. The Department may limit the employee to one designated person per year. 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:
 - 1. A temporary restraining order or restraining order.
 - 2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - 3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - 6. 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.

10.4 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 11. Leaves

11.1 Leave of Absence

The City Managers may grant a full-time regular employee a 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.

11.2 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.

11.3 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.

11.4 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.

11.5 Family, Medical and Pregnancy Disability Leave

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

11.6 Catastrophic Leave

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

11.7 Bereavement Leave

Employees are entitled to paid leave from duty (including shift trade days) for up to two (2) shifts (48 hours) for 56-hour personnel and up to forty (40) hours for 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.

11.8 Union Leave Bank

A. Leave Donations

Effective the first full pay period in July of each year, active bargaining unit employees 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 four (4) hours of vacation accrual 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 Deputy Fire Chief.

The Deputy Fire 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.

11.9. Administrative Leave

In recognition that Battalion Chief's employees are required to work hours beyond their regular hours of work to fulfill their managerial responsibilities, each employee will receive 56 hours of administrative leave per year and may be credited up to a total of 80 hours of administrative time per year as recommended by the Fire Chief and approved by the City Manager.

Administrative leave hours not used by the last payroll period of the calendar year will be cashed out.

Section 12. Health and Welfare

12.1 Medical Insurance - Active Employees

A. Contributions

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

1. \$25 per month for employee only coverage, \$25 per month for employee plus one 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

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. Any premium increase above 15% will be deducted from the employee's paycheck on a pre-tax basis.

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

C. Plan Co-Pays

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

D. Changes to Plan Designs

The City reserves the right to make changes to the medical plan designs.

12.2 Retiree Medical Benefit Eligibility

Employees who retire from the City of Pleasanton under the California Public Employees Retirement System (“CalPERS”), Government Code Section 20000 et seq are eligible for retiree medical benefits. Retirement from the City of Pleasanton means a retirement effective date through CalPERS no more than 120 calendar days after separation from the City of Pleasanton. Retirees who subsequently rescind their CalPERS retirement forfeit this retiree medical benefit eligibility.

A. Calculation of Total Service

The total years of PERS service will be evidenced by the “Years of Service Credit” category indicated on the CalPERS annual member statement or validated by CalPERS at the time of retirement.

1. Managers hired prior to January 1, 2009 (Prior Service)

Employees hired before January 1, 2009 who promote to management positions may count prior years of service completed with another CalPERS municipal agency for the retiree medical benefit.

B. Spouse/Eligible Dependent 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 a spouse remarries, the obligation by the City shall terminate. Domestic partners shall be treated in the same manner as spouses for continuation of benefits.

C. Vesting Schedule for Employees Hired Before January 1, 2009

1. Service Retirement

For all employees who retire via a service retirement 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.

For all service retirements the formula accelerates beginning with 10 years of service as illustrated below.

<u>Years of Service</u>	<u>City’s Contribution</u>
10	75%
15	80%
20	90%
25+ years of service	100%

2. Disability Retirement

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

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

3. City Contributions

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

4. Reimbursement for non-City Plans

In the event that a retiree obtains medical coverage through a plan not offered through the City of Pleasanton, the City will reimburse the retiree up to the eligible amount, but no more than the amount paid by the retiree. Retirees must supply proof of coverage and proof of payment in order to be reimbursed.

5. Benefits for Medicare Eligible Retirees

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

D. Vesting Schedule for Employees Hired on or After January 1, 2009

1. Service Retirement

For all employees who retire via service retirement 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 single coverage.

For all service retirements the formula accelerates beginning with 10 years of service as illustrated below:

<u>Years of Service</u>	<u>City's Contribution</u>
10	75%
15	80%
20	90%
25+ years of service	100%

In accordance with the Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired on/after January 1, 2013 and considered "new members" by CalPERS will have a vesting schedule equal to the vesting schedule of miscellaneous employees.

2. Disability Retirement

For all employees who are hired on or after January 21, 2009 and retire via disability retirement, the City shall pay a percentage of the City's monthly contribution toward the premium for single coverage in accordance with the schedule set forth below:

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

3. Public Employee Pension Reform Act (2013)

In accordance with PEPRA, employees hired on or after January 1, 2013 and considered "new members" by CalPERS will have a vesting schedule equal to the vesting schedule of miscellaneous employees.

4. City Contributions

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

5. Reimbursement for non-City Plans

In the event that a retiree obtains medical coverage through a plan not offered through the City of Pleasanton, the City will reimburse the retiree up to the

eligible amount, 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.

6. Benefits for Medicare Eligible Retirees

Retiree health benefits, including reimbursement, will cease once the employee becomes Medicare eligible.

12.3 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.

12.4 Life Insurance

The City shall contribute an amount necessary to provide \$100,000 life and \$100,000 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.

12.5 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.

12.6 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 Battalion Chief enrolled in the Union's long-term disability plan. Said payments shall be made in arrears monthly.

12.7 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.

12.8 Employee Assistance Program

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

Section 13. Retirement

13.1 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 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 (12.5% total employee contribution) for the CalPERS 3% @ 55 local safety plan.

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

Fire safety management employees hired on or after January 1, 2013 and considered “new members” by CalPERS shall be 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.

13.2 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

13.3 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 14. Uniforms

Annual uniform allowance shall be one thousand (\$1,000.00) dollars. The uniform allowance will be paid in equal biweekly installments in accordance with California Government Code Section 20363. The amount the City contributes toward the uniform allowance is subject to federal and state income tax withholding.

14.1 Payment

The uniform allowance shall be paid in employee paychecks. CalPERS will be deducted for all members in accordance with the provisions of Section 8.1 (California Public Employees’ Retirement System).

14.2 Uniform Changes

Uniform changes will be at the expense of the Department. The Department shall replace Class B pants and Class B boots on a one for one basis, as needed.

Section 15. 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 16. Probationary Period

16.1 Length of Probationary Period

All 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 will 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.

16.2 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 16.3 and 16.4.

16.3 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.

16.4 Rejection of Probationary Employee – Promotional Appointment

An 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 17. 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.

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 Personnel Rules.

B. Demotion

Bargaining unit employees who are promoted to a Deputy Fire Chief classification out of the bargaining unit and subsequently demote during their first twelve (12) months of service as a Deputy Fire Chief 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.

Battalion Chiefs hired from outside the Department cannot demote into a fire suppression position.

Section 18. Resignation, Reinstatement and Layoff

18.1 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.

18.2 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.

18.3 Reinstatement

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

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

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

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

18.4 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.

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 19. Discipline

The Department acknowledges that Battalion Chiefs are not at-will employees. Battalion Chiefs are entitled to Skelly rights and all rights and protections afforded by the Firefighters Procedural Bill of Rights Act Government Code Section 3250 et seq (FFBRA) with respect to investigations the imposition of discipline or “punitive action” and administrative appeals.

Letters of Written Reprimand

All Letters of Written Reprimand in an employee’s personnel file will be removed from the file four (4) years after the date of issuance at the request of the affected employee. Letters of Written Reprimand not removed after the four (4) year period will be disregarded.

Section 20. Grievances

20.1 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:

- a. The dispute will be presented, in writing, to the applicable Deputy Fire Chief. The applicable Deputy Fire Chief will render a determination.
- b. The dispute may be appealed, in writing, to the Fire Chief. The Fire Chief will render a determination.
- c. 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.

20.2 Grievances shall be processed in the following manner:

- a. 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 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.

- b. 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.
- c. 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 they believe has 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. The Fire Chief will then issue a decision of the parties. No grievance may be processed under paragraph (4 below), which has not first been filed and investigated in accordance with this paragraph (3).
- d. Within fourteen (14) calendar days from receipt of the Fire Chief's decision in Step 2 above, the employee or official of the Union may appeal the decision of the Fire Chief to the City Manager. The City Manager 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. The City Manager will then issue a decision to the parties. No grievance may be processed under paragraph (5 below), which has not first been filed and investigated in accordance with this paragraph (4).
- e. 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, the Union may appeal the decision of the City Manager to arbitration within fourteen (14) days of the notification of the City Manager's decision. The arbitrator shall be designated by mutual agreement between the Union and the Department. 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.
- f. 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.

20.3 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.

20.4 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 20.1.

20.5 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. No 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.

20.6 If the Fire Chief in pursuance of the procedures outlined in subsection 20.2 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.

20.7 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.

20.8 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.

20.9 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 21. Medical Examination

21.1 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.

21.2 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.

21.3 Substance Testing

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

Section 22. 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 23. 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 24. Miscellaneous

24.1 Deferred Compensation Program

The City shall provide a voluntary Internal Revenue Code (“IRC”) 457 deferred compensation plan and a voluntary Internal Revenue Service (“IRS”) 401A plan. Any funds deposited in a deferred compensation plan under this provision belong to the employee, regardless of length of service or reason for separation.

The City shall contribute two and one-half percent of the employee’s base compensation into a 457 deferred compensation plan. City contributions are tax deferred, and count 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.

24.2 Helmets

For as long as the Department continues to issue leather helmets, Battalion Chiefs will be issued a leather helmet at time of promotion. Helmets are to remain with each individual at retirement.

24.3 EMT Certification

Emergency Medical Technician (“EMT”) certification is a mandatory condition of employment for Battalion Chiefs. 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.

24.4 Staffing

The parties agree that the desired minimum staffing is two (2) Battalion Chiefs per shift, and one (1) Training Chief. Staffing levels are ultimately at the discretion of each city, and based on community need, economic conditions, and City funding.

At the discretion of the Fire Chief, staffing may be increased above the daily minimum of two for potential emergency needs or special events.

The parties have also met and conferred and reached agreement over procedures and guidelines to staffing Battalion Chief's positions which is contained in the Fire Department Manual. During the term of the MOU, any changes to the Fire Department Manual staffing Battalion Chief position must be done by mutual agreement of the parties.

24.5 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 incentives or services performed.

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

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

24.6 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 25. 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.

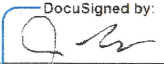
Should any provision of this MOU be rendered unlawful or unenforceable by any subsequent legislative enactment, state regulation or by a court of competent jurisdiction only that provision of the MOU shall be null and void, and all other provisions of the MOU shall not be affected and shall remain in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


Section 26. Existing Memorandum of Understanding

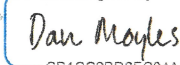
This MOU shall supersede all existing memoranda of understanding between the JPA and the Union for employees represented by the Union for the period commencing September 1, 2022 and ending June 30, 2025.


LOCAL 1974, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
Battalion Chief's Unit,
AFL-CIO-CLC

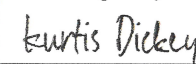
LIVERMORE-PLEASANTON FIRE
DEPARTMENT JOINT POWERS
AUTHORITY

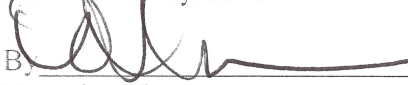
DocuSigned by:
By  _____
Joseph M. Testa

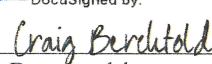
By  _____
Gerry Beaudin


DocuSigned by:
By  _____
Dan Moyles

By  _____
Marianna Marysheva

DocuSigned by:
By  _____
Kurtis Dickey

By  _____
Veronica Thomas

DocuSigned by:
By  _____
Craig Berchold

By  _____
Kristen Hilton

By  _____
Joseph Testa

By  _____
Xaviera Scoggins

By  _____
Jason Solak

By  _____
Tomia Baligh

By  _____
Nancy Dias

By  _____
Kayan Larson

Appendix A
Salary Schedules

*Effective upon Council Approval	Monthly Salary Range		Annual Salary Range	
Salary Range	\$14,859.58	\$18,033.83	\$178,315	\$216,406

Effective January 6, 2024	Monthly Salary Range		Annual Salary Range	
Salary Range	\$15,305.37	\$18,574.85	\$183,664	\$222,898

Effective January 4, 2025	Monthly Salary Range		Annual Salary Range	
Salary Range	\$15,458.42	\$18,760.60	\$185,501	\$225,127

Appendix B

Catastrophic Leave Policy

The catastrophic leave program permits employees to donate hours of sick leave or vacation leave 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 or vacation leave, 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, or vacation leave 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 the Union 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

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.

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
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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
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CONFIRMING WITNESS:

_____ Concur is the above findings.

Signature	Print Name	Rank	Date	Time
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APPROVED BY:

LPFD Battalion Chiefs Performance Evaluation



PART I: PERFORMANCE STANDARDS

PREVIOUS YEAR: (Identify Evaluation Period)

EMPLOYEE NAME:

DEPARTMENT:

EVALUATOR NAME:

EVALUATOR DEPARTMENT:

<u>Management Employee Standards</u>	Exceeds Expectations	Meets Expectations	Fails to Meet Expectations
Customer Service and Community Relations			
Interpersonal Effectiveness and Teamwork			
Communication Skills			
Organizing and Planning			
Financial Resource Management			
Flexibility, Adaptability and Initiative			
Decision Making and Problem Solving			
Professional Knowledge, Skills and Abilities			
Leadership Skills			
Human Resource Management			
Integrity and Ethics			
Overall Rating			

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PART I: PERFORMANCE STANDARDS (Cont.)

PREVIOUS YEAR: (Identify Evaluation Period)

**Evaluator comments are required for any ratings of
“ Fails to Meet Expectations”**

Evaluator Comments:

Employee Comments (if any):

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PART II: DEPARTMENT & INDIVIDUAL GOAL ACHIEVEMENT

PREVIOUS YEAR: (Identify Evaluation Period)

DEPARTMENT:

EMPLOYEE NAME AND TITLE:

EVALUATOR NAME AND TITLE:

List each of the applicable FY (Identify Year) department goals, then each personal goal. Have the employee summarize their work on each goal, then write your comments.

Goal

Employee Comment

Evaluator Comment

Goal

Employee Comment

Evaluator Comment

**PART II: DEPARTMENT & INDIVIDUAL GOAL ACHIEVEMENT
(Cont.)**

PREVIOUS YEAR: (Identify Evaluation Period)

<p><u>Goal</u></p> <p><u>Employee Comment</u></p> <p><u>Evaluator Comment</u></p>

<p><u>Goal</u></p> <p><u>Employee Comment</u></p> <p><u>Evaluator Comment</u></p>

<p><u>Goal</u></p> <p><u>Employee Comment</u></p> <p><u>Evaluator Comment</u></p>

Add additional pages as needed

LPFD Battalion Chiefs Performance Evaluation



PART III: NEXT YEAR'S DEPARTMENTAL & PERSONAL GOALS UPCOMING YEAR: 2005 – 2006

DEPARTMENT:

EMPLOYEE NAME AND TITLE:

APPROVED BY (NAME AND TITLE):

List each of the FY05-06 applicable department goals and then each personal goal.

Continue on next page or pages as needed



LPFD Battalion Chiefs Performance Evaluation

SUMMARY COMMENTS

PREVIOUS YEAR: (Identify Evaluation Period)

Evaluator Comments (if any):

Employee Comments (if any):



LPFD Battalion Chiefs Performance Evaluation

SIGNATURES

Completed by: (Evaluator) Date

Approved by: Date

Discussed w/ employee on

Date

Employee's signature Date



APPENDIX A

CURRENT YEAR DEPARTMENTAL GOALS

CURRENT YEAR: (Identify Year)

DEPARTMENT HEAD:

DEPARTMENT:

List all of the FY (Identify Year) goals of the Department including those from Council Priorities

Continue on next page or pages as needed



APPENDIX B

NEW DEPARTMENTAL GOALS

UPCOMING YEAR: (Identify Year)

DEPARTMENT HEAD:

DEPARTMENT:

List all of the FY (Identify Year) goals of the Department including those from Council Priorities

Continue on next page or pages