

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SOUTH LAKE TAHOE  
AND THE  
SOUTH LAKE TAHOE FIREMEN'S ASSOCIATION

FOR THE CONTRACT PERIOD OF  
October 1, 2014 through September 30, 2017

FIREMEN'S ASSOCIATION  
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MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF SOUTH LAKE TAHOE  
AND THE  
SOUTH LAKE TAHOE FIREMEN'S ASSOCIATION

The South Lake Tahoe Firemen's Association ("Association") and representatives of the City of South Lake Tahoe ("City") have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the representation unit identified in Appendix A, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding ("MOU") is modified to incorporate changes approved by the City Council on October 10, 2014.

This MOU shall be presented to the City Council of the City of South Lake Tahoe as the joint recommendations of the undersigned for salary and employee benefit adjustments. This Memorandum shall be effective for the period October 1, 2014 through September 30, 2017, and shall be binding on both parties.

The parties will commence negotiations for a successor Memorandum of Understanding no later than April 1, 2017.

SECTION 1. RECOGNITION

- 1.1 City Recognition – The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of South Lake Tahoe, hereinafter referred to as the "City", in employer-employee relations.
- 1.2 Association Recognition – The South Lake Tahoe Firemen's Association, hereinafter referred to as the "Association", is the recognized employee organization for the Fire Employee Unit.

SECTION 2. HEALTH AND WELFARE

- 2.1 Coverage – Employees covered by this agreement shall be eligible to receive the benefits outlined below. The summary plan descriptions and/or formal plan documents for the City's Medical Plan and other available benefit options are available from the City's Human Resources Department and are hereby incorporated by reference into this agreement. Where there exists a discrepancy between the MOU and the City's Medical Plan, the City's Medical Plan will be the governing document.

- 2.2 Dental Plan – Employees have the option to purchase, at their own expense, dental coverage at the rates set by the dental plan provider each plan year. The City will not make any contribution towards the cost of dental coverage.
- 2.3 Vision Care – Employees have the option to purchase, at their own expense, vision coverage at the rates set by the vision plan provider each plan year. The City will not make any contribution towards the cost of vision coverage.
- 2.4 Eligibility for Medical and Prescription Benefits – For employees who are in a paid status for thirty (30) hours per week or more, the City shall pay the monthly premium costs for the medical insurance as outlined below. For regular-status employees who are in a paid status twenty (20) hours or more but less than thirty (30) hours per week, the City shall pay the premium cost for employee coverage only for the City’s Medical Plan, subject to cost sharing outlined below; such employees may purchase dependent coverage by payment of the difference between the employee only and family premiums through payroll deduction in addition to any individual cost sharing. Health benefits are not available to regular employees working less than twenty (20) hours per week.
- 2.5 Medical and Prescription Benefits – The City’s Medical Plan (previously referred to as the City’s Healthcare Plan) shall be the medical benefits provided under “Plan A.” The City shall cover one-hundred percent (100%) of the cost of the premium for eligible employees enrolled in the City’s Medical Plan (also referred to as Plan A) for Employee only coverage, Employee plus 1 coverage, or Family coverage.

As an alternative to enrolling in the City’s Medical Plan, eligible employees may choose to purchase one of four alternative medical plans available to City employees (Plan levels B through E). The City’s contribution towards the premium cost for these plans is capped at the cost of the monthly premium for the corresponding coverage level in the City’s Medical Plan “Plan A” as described above. Employees selecting an alternate medical plan are responsible for paying the difference in the premium cost. The benefit level described in Appendix E (Plan”A”) shall not be reduced.

- 2.6 Medical Coverage Opt-Out Benefit – Employees who provide proof of other current medical coverage, which the City deems acceptable, and who elect to waive City medical coverage, are eligible to receive a medical coverage opt-out benefit. The health medical coverage opt-out benefit shall be a one-time cash payment paid during the first pay period in March of each year that they opt out. The total one-time medical coverage opt-out benefit is:

Employee Only:	\$3,000/year
Employee +1 or Family:	\$4,000/year

The medical coverage opt-out benefit amount shall be paid as a taxable cash benefit, and shall not be considered pensionable compensation. Eligible employees who elected to receive the medical coverage opt-out benefit and who later have an Eligible Qualifying Event, as defined by the City's Medical Plan, and choose to enroll in one of the medical and prescription benefit options described above, shall be required to re-pay the medical coverage opt-out benefit on a prorated basis.

For new hires starting after January 1 of each year, the opt-out benefit will be pro-rated for the calendar year and payment will be paid in the pay period following ninety (90) days of employment.

- 2.7 Life Insurance – For the term of this agreement, the City will purchase a life insurance benefit for each employee providing \$50,000 coverage.

Employees have the option to purchase at their expense by payroll deduction up to an additional \$50,000 of life insurance upon initial enrollment to the plan (date of hire) without evidence of insurability.

- 2.8 Spousal Employment Health Benefits – Employees' spouses must elect employer sponsored group medical coverage from their own employers when offered at an employee contribution cost for single coverage of no more than \$150 per month and providing coverage equal to or better than the coverage plan option selected by the City employee. Employees' spouses who obtain their own-employer's health benefit may remain on the City's Medical Plan in a secondary capacity. Employees will be required to confirm in writing their spouses' eligibility for employer medical coverage at least annually.

- 2.9 Legislative Changes - In the event legislation changes such that employer financed universal health is required through the State or Federal government, there will be an immediate re-opener to discuss the impact of the legislation on the current City plan.

- 2.10 Flexible Savings Account – The City provides employees with the option to elect to participate in a Flexible Savings Account ("FSA"), administered in accordance with the Internal Revenue Code. Employees may use these programs to set aside money on a pre-tax basis to pay for eligible health care related costs.

- 2.11 IRC Section 125 Plan – The City maintains an IRC Section 125 Cafeteria Plan for the benefit of employees. For the term of this MOU and as agreed under the reorganization plan in Section 29 of this MOU, the City will contribute \$150 per month into the Section 125 Cafeteria Plan for each employee. Funds in the Section 125 Cafeteria Plan may be used for the purchase of benefits in accordance with the Plan document and other IRS-approved benefits, which include among other things, medical, dental and vision benefits, and accident benefits. Additionally, employees may choose to receive taxable benefits in

accordance with the Plan documents and the Internal Revenue Code. Employees who receive the Medical Coverage Opt-Out Benefit described above, may use the Section 125 Plan to purchase vision, dental, or other optional benefits, under the Plan, as long as these employees receive any remaining funds as taxable compensation. City contributions to the Section 125 Cafeteria Plan shall not be included in an employee's pensionable compensation.

Section 3. RETIREE HEALTH

3.1 Transitional Retiree Medical Benefit

a. Definition of Terms – Transitional Retiree Benefit

- i. Eligible Employee – means any regular full-time benefited employee with a minimum ten (10) years of Continuous City Service who actively participates in and contributes to the CalPERS Retirement System, and who will be entitled, when eligible, to receive a retirement allowance from CalPERS.
- ii. “Retired Employee” or “Retiree” means a regular full-time benefited City employee hired before January 1, 2008 who retires from the City and thereafter receives a retirement allowance from CalPERS. Retirement includes service retirement or disability retirement from the City of South Lake Tahoe.

b. Benefit – Upon the effective date of this MOU an Eligible Employee, as defined above in Section 3.1.a.i., shall receive a defined contribution provided through a Retiree Health Savings Account (“RHSA”) (or substantially similar individual investment account in the Eligible Employee’s name). This Alternative Transitional Retiree Medical Benefit is the default plan and will apply to all Eligible Employees retiring on or before December 31, 2018.

c. Contribution - Eligible Employees shall receive the following contribution based on their respective date of retirement and their years of service under the vesting schedule:

Alternative Transitional Retirement Medical Benefits

Year of Retirement	Maximum Contribution*	
	EE+	Single
Between October 1, 2014 - December 31, 2014 + subsequent years	\$12,000	\$7,000
Between January 1, 2015 - December 31, 2015 + subsequent years	\$10,000	\$5,500
Between January 1, 2016 - December 31, 2016 + subsequent years	\$8,000	\$4,000

Between January 1, 2017 - December 31, 2017 + subsequent years	\$6,000	\$2,500
Between January 1, 2018 - December 31, 2018	\$4,000	\$1,000

*Benefit will be prorated by the month of retirement (eg: January would be 100%, July would 50% of contribution.) Family (EE+) versus Single rate determination shall be made at the time of retirement.*

**\*Vesting Schedule for Contribution**

<u>Years of Service with the City (from date of permanent hire)</u>	<u>% of Contribution</u>
25 years	100%
20 years	75% plus 5% for each additional year
15 years	50% plus 5% for each additional year
10-15 years	25%
Less than 10 years	0%

3.2 Retiree Medical Savings Account – The City no longer contributes to the Retiree Medical Savings Account (“RMSA”). Previously contributed funds shall remain in the RMSA and shall remain in the individual accounts of each employee hired on or after January 1, 2008 but before October 1, 2014. The RMSA Plan Document, including vesting schedule and distribution authority, shall remain in effect. The City shall pay any administrative fees associated with the Retiree Medical Savings Account on behalf of active employees.

Vesting: City contributions to the RMSA are vested on the following schedule:

<u>Years of Service with the City (from date of permanent hire)</u>	<u>% of Account</u>
25 years	100%
20 years	75% plus 5% for each additional year
15 years	50% plus 5% for each additional year
10-15 years	25%
Less than 10 years	0%

3.3 Retiree Medical /Health Care

- a. With the exception of those benefits described in Sections 3.1 and 3.2 above, all retiree health benefits contained in prior MOUs are hereby eliminated for employees retiring on or after the effective date of this MOU. Regardless of the employee’s hire date, the City shall not provide any retiree health benefits, including medical, dental, and/or vision benefits, to employees retiring on or after the effective date of this MOU, and these employees shall have no right to any future City sponsored medical, dental or vision benefits, or any City contributions to such coverage, except for the option to purchase at their own expense, the City Medical Plan, as set forth in Section 3.3(b) below.

- b. Upon retirement, employees retiring under this MOU may purchase, at their own expense, the City Medical Plan, subject to applicable plan eligibility criteria and provided the City has such a plan. However, retirees are required to enroll in Medicare in the first month for which they become Medicare eligible. They may also purchase any of the available optional coverages offered to employees. The premium for retirees may be different than the premium for employees. The City makes no guarantee of rates, premiums or coverages that may or may not be available during an employees' retirement. The City shall make no contribution or payment towards any of these Plans. Notwithstanding this paragraph, retirees retiring on or after the effective date of this MOU are not guaranteed any vested right to enroll in the City Medical Plan or any other optionally coverage offered to employees, and the City reserves the right to change this benefit or its availability to retired employees at any time. Additionally, the availability to purchase, at own expense, the City Medical Plan ceases upon becoming eligible for Medicare (generally upon reaching age 65).
- c. If litigation is pursued by a third party disputing the changes made to this section of the MOU and names the Association as a party to said litigation, the City will provide competent defense for the Association at no cost to the Association. The Association reserves the right to provide its own representation at any time.

3.4 Legislative Changes – In the event legislation changes such that employer financed universal health is required through the State or Federal government, there will be an immediate re-opener to discuss the impact of the legislation on the current City plan.

#### SECTION 4 SICK LEAVE

4.1 Accrual Rate – Full-time fire personnel shall accrue sick leave at the rate of eight (8) hours per pay period during each month of full-time service except that at the end of the first month of employment, a Fire employee shall receive twenty-four (24) hours of sick leave. At the end of the thirteenth pay period, the total sick leave accumulated by that employee shall be equal to that presently provided by the City for thirteen (13) pay periods. Part-time employees shall accrue sick leave on a prorated basis, given the ratio of the budgeted workweek to full-time status. The maximum amount of sick leave that can be accumulated is eleven hundred twenty (1120) hours.

Employees shall cease to accrue additional sick leave when their accumulated sick leave balance reaches the eleven hundred twenty (1120) hour maximum. Employees will begin accumulating sick leave at the rate specified above, once their accumulated sick leave drops below eleven hundred twenty (1120) hours.

At no time will sick leave accrual exceed the eleven hundred twenty (1120) hour limit.

- 4.2 Advance Sick Leave – Each member of the Fire Department shall have the right to use twenty-four (24) hours of sick leave in advance of the accrual of the right to such leave, but only if such member has used all accrued sick leave and, further provided, that said advanced sick leave shall be subtracted from future sick leave accrued.
- 4.3 Pay for Unused Sick Leave – Unused sick leave may be accumulated up to a maximum of eleven hundred twenty (1120) hours, and payment for portions of accumulated but unused sick leave will only be made in accord with this section and shall be based on base salary. For purposes of this section, “base salary” shall mean a qualifying employees straight time hourly rate of pay, and shall not include overtime, skill pay, or other special salary differential(s) or pay.
- a Retiring Personnel – Any permanent employee retiring from City service shall receive, in addition to all other retirement benefits, a payment equivalent to one hundred percent (100%) of the employee’s unused accumulated sick leave balance. not to exceed eleven hundred twenty (1120) hours.
- b Termination After Ten (10) Years – Any employee leaving City service after ten (10) years of satisfactory service, from the base anniversary date, shall receive, in addition to all other eligible payments, an amount equivalent to one-half (½) of the accumulated sick leave earned during service with the City which has not been used. Payment under this section shall in no event exceed 560 hours.
- c Personnel Who Die While In Active Service – The estate of any permanent employee who dies while in active service shall be paid an amount equivalent to three-fourths (¾) of the employee's unused sick leave balance on record on the employee’s date of death, not to exceed eight hundred forty (840) hours. Payment made on behalf of the deceased pursuant to this section shall be paid to any person(s) so designated in writing by the employee or heirs of the employee. Such statement must be filed with the City’s Human Resources Manager.
- 4.4 Sick Leave Notification – Upon implementation of the 48/96 work schedule, employees shall provide notification of the need to use sick leave (unscheduled use) within one (1) hour of the start of a work shift – whether it is the first or second day of the employee’s work period. For scheduled sick leave usage, notification shall be made of scheduled sick leave usage as soon as the employee feasibly is aware of the need for use but no later than twenty-four (24)

hours prior to the start of the employee's forty-eight (48) hour work period. Notification shall be made in accordance with department procedures.

- 4.5 Donation of Sick Leave – Unit employees shall be allowed to donate up to twelve (12) hours maximum of sick leave or vacation to other Fire Department Employees within the Fire Unit who have experienced a serious illness or injury which is not covered fully by City paid time or insurance. The employee who is in need of donated sick time must have exhausted all compensatory time, sick leave, and vacation time before other employees may make donations. Donation of sick leave or vacation will be available only to individuals who are absent from work for periods in excess of two (2) shifts and who have not exhausted their paid time-off through repeated unrelated illness or injuries which were not of a serious nature.

Maximum donation of sick leave or vacation shall be twelve (12) hours per incident per donating employee. The final determination as to the recipient's eligibility for donated sick leave time shall be made by the Fire Chief. Any donated hours that remain in the recipient's bank after return to work from the qualifying incident, shall be prorated back to the individual donor's sick leave or vacation accounts.

## SECTION 5. GRIEVANCES

- 5.1 Grievances will be processed in accordance with Appendix "B".

## SECTION 6. DISCIPLINARY ACTION

- 6.1 Disciplinary actions will be processed in accordance with Appendix "C".

## SECTION 7. WORK PERIOD, WORKING HOURS, AND OVERTIME

- 7.1 Work Period – The City has elected a twenty-four (24) consecutive day work period for fire employees under the 7(k) exemption contained in the Fair Labor Standards Act.
- 7.2 Work Hours – The normal work shift for all Firefighter, Firefighter/Paramedics, Fire Engineer, Fire Engineer/Paramedic, Fire Captain, Fire Captain/Paramedic, and Shift Commander positions covered by this agreement shall consist of two consecutive twenty-four (24) hour shifts worked followed by four (4) consecutive twenty-four (24) hour shifts off. This is commonly referred to as the 48/96 schedule. It is understood that non-emergency work assignments shall normally be scheduled from 8 a.m. to 5 p.m. during each twenty-four (24) hour shift, but that changes may be made to this schedule to accommodate unusual training, inspection, or other operational needs as determined by the Fire Chief.

Applicable to vacation trades and other shift trades, no employee shall trade shifts in such a manner that they work more than ninety-six (96) consecutive hours.

It is further agreed that in the event an employee is medically restricted from performing his/her regular duties, the Fire Chief may direct the employee to perform light duty assignments as approved by a physician. Said light duty assignments must be consistent with the medical restrictions specified by the physician and may involve a schedule other than that set forth in this section.

### 7.3 Overtime and Compensatory Time for Fire Safety Employees

Overtime - All hours worked over an employee's regularly scheduled hours shall be paid at the overtime rate of one and one half (1-1/2) times the regular hourly rate. Fair Labor Standards Act overtime shall be paid at all times by means of a percentage factor of 2.60% (.0260). Overtime compensation is earned at one and one half (1-1/2) times the regular hourly rate of pay. For the purposes of calculating overtime under this section, hours worked shall include hours taken as vacation and as compensatory time off. Time taken as sick leave shall not be included in hours worked.

Currently the above factor is used to "smooth" overtime in that the employees work a twenty-four day FLSA work period, but the City payroll is processed every two weeks. This factor may be adjusted/recalculated in the future should the City change payroll processing cycle. Upon at least two months advance notice to the Association, the City may elect to change payroll processing to two times per month or once a month cycle.

Compensatory Time – With prior authorization from the Fire Chief, employees may elect to reserve up to two-hundred forty (240) hours compensatory time in lieu of direct pay for overtime. The earned rate shall be at time and one-half (1 ½). Any overtime worked after the two-hundred fortieth (240) hour limit has been reached shall be paid at the applicable overtime rate. Compensatory time shall be taken in accordance with the procedures set forth in the department policies.

- 7.4 Holiday Work Routine – A special "holiday work routine" shall be designated for the shifts which fall on New Year's Day, Thanksgiving Day, or Christmas Day. Holiday work routine is identified as requiring only necessary duties to be performed, and allowing family visits and shared meals at the station. It is understood, however, that family visits and shared meals must be scheduled so that services to the community are not affected, and necessary duties are to be performed by the crews. Necessary duties would normally include stations household duties, equipment preparation and maintenance, and emergency responses, but company officers and the chief officer on duty that day will retain the authority to determine what duties are necessary. Every effort will be made to assure that family visits and shared meals may occur when planned.

Holidays other than the "Holiday Work Routine" holidays specified above are considered regular workdays with normal duties and activities performed. On those holidays, engine companies will remain in the stations, except special non-routine operational needs. Company officers and the Chief Officer on duty that day will retain the authority to determine when non-routine duties are necessary.

## SECTION 8. HOLIDAYS

### 8.1 Official City Holidays:

- a) January 1
- b) The third Monday in January - Civil Rights Day/MLK, Jr. Birthday
- c) The third Monday in February
- d) The last Monday in May
- e) July 4
- f) The first Monday in September
- g) The second Monday in October
- h) Veterans Day
- i) Thanksgiving Day
- j) The Friday immediately following Thanksgiving Day
- k) December 24
- l) December 25

### 8.2 Personnel assigned in the following positions, which must be staffed each day of the week, are not granted official City Holidays as days off with pay:

Firefighter	Firefighter/Paramedic
Engineer	Engineer/Paramedic
Captain	Captain/Paramedic
Shift Commander	

In lieu thereof, they shall receive one (1) days' pay (11.2 hours) for each official City Holiday. These additional days' pay shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows:  $(11.2 \text{ hours} * 12 \text{ holidays}) / 2912 = 4.62\%$ . These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(5).

### 8.3 Holiday Leave Option -Personnel assigned to positions which must be staffed each day of the week and who are not granted official City Holidays as days off with pay, may, in lieu of receiving one day's pay (11.2 hours) for each official City holiday, reduce the number of holiday pay hours by seventy-two (72) or by all holiday hours and have said hours added to their holiday leave bank. Said leave shall be taken off in accordance with the convenience of the Department and may be scheduled and approved sixty (60) days in advance when it does not

conflict with scheduled vacations, mandatory training that cannot be made up, and when anticipated staffing for the shift is sufficient. When an employee chooses to convert seventy-two (72) holiday hours, the remaining hours of holiday pay shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows:  $(11.2\text{hours} \times 12\text{holidays}) = 134.4$  holiday hours.  $(134.4 \text{ hours} - 72\text{hrs} = 62.4\text{hrs}) / 2912 = 2.14\%$ . Employees electing to reduce the amount of holiday pay they receive and add the hours to their holiday leave balance, shall make a one time, irrevocable choice by February 1, of each year.

All banked hours must be used by December 31st of each year. Unused hours will be paid out in the pay period that includes December 31, and shall be calculated on base salary as defined in Section 8.4.

In the event of separation from employment after the February 1st holiday bank election has been made, employees separating from service will be paid out holiday leave in the amount equivalent to what they would have accrued between February 1 and the date of separation. The holiday leave bank allows an employee to be "fronted" holiday leave in advance of actually earning it. Only the hours equivalent to what would have been earned had the employee not banked hours, will be paid out upon separation.

- 8.4 Holiday Pay Calculation – Holiday pay will be calculated based on base salary. "Base salary" shall mean an employee's straight time hourly base rate of pay and shall not include overtime, skill pay, or other special salary differential(s) or pay.

## SECTION 9 AWARDS LEAVE

Awards Leave – Under the service awards section of the Employee Recognition Program, Association Members shall be granted awards time in the following amounts:

<u>Completed Years of Service</u>	<u>Amount of Awards Leave Grant</u>
After 10 Years of Service	11.2 hours
After 15 Years of Service	11.2 hours
After 20 Years of Service	16.8 hours
After 25 Years of Service	16.8 hours
After 30 Years of Service	16.8 hours

Upon separation of employment, remaining Awards leave is paid out calculated on base salary. For purposes of this Section, "base salary" shall mean a qualifying employee's straight time hourly base rate of pay, and shall not include overtime, skill pay, or other special salary differential (s) or pay.

## SECTION 10. RECALL WHILE OFF DUTY

Employees called to work during off duty hours shall be compensated at the overtime rate for a minimum of three (3) hours. This is not intended to require employees to remain on duty the entire three (3) hours performing non-essential tasks.

City-required appearances in court are subject to the provisions of this Section.

## SECTION 11. MANDATORY PHYSICAL EXAMINATIONS

Within budgetary limitations, physical examinations shall be provided to all new employees and then to those employees who have not had a City provided examination for the longest period of time.

A City-paid mammogram, PSA and/or blood panel shall be added to the annual physical if requested by the employee. The City will also pay for any Health Department inoculations, and/or flu shot from Barton, at employee request.

The City shall also pay for one (1) additional level of hearing test beyond that included in the annual physical if referred by the City contracted medical provider as a result of not passing the basic hearing test during the mandatory physical examination. The test must be performed by the City contracted provider and the City will pay up to \$260.00.

The City agrees to pay for the actual out-of-pocket cost of the physical required to maintain a Class A or B license up to \$60.00 whenever the law requires that a physical be performed. The employee must have the physical performed by the City contracted medical provider and the work done as part of the annual physical given to all Fire Department personnel by the City's medical provider. The City will not pay for additional costs of the license nor will the City pay for the "learner's permit" for employees hired after 9/30/04.

## SECTION 12. CONFERENCE TIME

A total of seventy-two (72) hours relief from duty in any one fiscal year may be used for the purpose of attendance at labor relations conferences and for Association business. When an employee is off duty, time off will be earned, hour for hour, for attendance at City/Association meetings. These hours are limited to and in conjunction with the above seventy-two (72) hours. The Association must give notice of intent to attend a labor relations conference at least one (1) month in advance of the conference, and must give notice of intent to conduct City/Association business prior to the business. Meet and Confer will not be considered in any of the above calculations.

Department approval of attendance at the conference or Association business will be based on staffing requirements of the Department.

At the end of the calendar year a maximum of thirty-six (36) hours of the seventy-two (72) hours may be carried over to the following year.

If attendance at a labor relations conference is granted, then denied, the City shall reimburse the Association for any cancellation costs incurred. Approval or disapproval will occur within five (5) working days of request.

### SECTION 13. TUITION REIMBURSEMENT

The City shall pay the cost of tuition and books for up to three (3) job-related classes of formalized study, approved in advance by the Fire Chief, per fiscal year (based on the end date of the class taken), provided the cost of said classes is no more than the tuition expenses at college-level institutions, specifically including the University of Nevada-Reno and Sacramento State and any lesser cost institution. Job-related courses shall include any classes taken toward an AA, BS, or Masters Degree in Fire Science, Business Administration, or Public Administration. To be eligible to receive tuition reimbursement benefits under this section, the course for tuition reimbursement must be approved by the City prior to the enrollment of the employee. At the conclusion of the class, the employee must re-submit their approved request form with evidence of a passing grade and receipts for eligible expenses. Classes either paid or approved for payment as of March 15, 2015 may be completed for reimbursement in this fiscal year. Any additional classes will only be eligible for reimbursement subject to the fiscal year limitation of three classes.

### SECTION 14. EDUCATIONAL INCENTIVE PAY

- 14.1 Unit members covered by this MOU who possess a certificate in Fire Science from an accredited community college will be eligible to receive a two and one-half percent (2.5%) increase in base pay upon verification by the City.
- 14.2 Unit members covered by this MOU who possess an Associate of Arts/Associate of Science degree in Fire Science shall receive a five percent (5%) increase in base pay. Unit members eligible for pay under Section 14.2 shall not be eligible for pay under Section 14.1.
- 14.3 Unit members covered by this MOU who possess a Bachelor of Arts/Bachelor of Science degree from an accredited college or university or its equivalent shall receive a two and one-half percent (2.5%) increase in base pay upon verification by the City.
- 14.4 Unit members covered by this MOU who possess a Certified Fire Officer Certificate shall receive a two percent (2%) increase in base pay upon verification by the City. Unit members covered by this MOU who possess a Certified Chief Fire Officer Certificate shall receive a two percent (2%) increase in base pay upon verification by the City.

- 14.5 To be eligible to receive Educational Incentive Pay under Sections 14.1, 14.2, 14.3 and/or 14.4, employees must submit proof of the degree within sixty (60) calendar days of receiving the degree/certificate. If the employee does so, Educational Incentive Pay will begin retroactive to the date that the employee received the degree/certificate. If the employee fails to provide the proof of degree/certificate within sixty (60) calendar days, Educational Incentive Pay will begin during the next full pay period after the employee provides proof of degree to the City.

## SECTION 15. SALARIES

- 15.1 Base Increases - The top and bottom of each salary range, for all classifications, shall be increased as follows:

- 3.0% base salary increase, effective the first pay period containing October 1, 2014;
- 3.0% base salary increase, effective the first pay period following October 1, 2015;
- 3.0% base salary increase, effective the first pay period following October 1, 2016; and
- 2.5% base salary increase, effective the first pay period in which employees commence sharing the cost of the employer contribution under Sections 19.2.

\*\*Any comprehensive compensation survey shall include a category comparing retiree medical benefits.

- 15.2 Ranges - The salary ranges for all classifications represented by the Association are indicated in Appendix D.

- 15.3 Longevity Pay – Effective the pay period that includes October 1, 2014, merit pay under Section 14.5 in the prior MOU and Section 10-5 of the City’s Personnel Rules, shall be discontinued and replaced with the following longevity benefit. In addition, the “7th step” (previously provided in lieu of merit pay after fifteen (15) years of service) is eliminated.

a. Eligibility:

- i. Regardless of hire date, all full-time employees who have worked for the City in a regular position, for at least ten continuous years are eligible for longevity pay.
- ii. Employees hired on or before October 1, 2009, who as of October 1, 2014 had (1) five (5) years of continuous City service, and (2) at least 1000 hours of accrued sick leave, are eligible for longevity pay. These employees shall not be eligible for an additional increase under this section upon reaching ten (10) years of City service.

- b. Benefit – Eligible employees shall receive an additional five percent (5%) in base pay. The benefit shall be considered pensionable compensation for all members with at least five years of City service.

The five percent (5%) Longevity Pay provided by this section will be included in the base hourly rate when calculating all specialty pays set forth in in this Agreement in the Sections listed below.

Section 4.3 - Pay for Unused Sick Leave  
Section 7.3 – Compensatory time  
Section 8.4 – Holiday Pay Calculation  
Section 9 – Awards Leave  
Section 14 – Education Incentive Pay  
Section 16.11 – Vacation Payout Rate  
Section 21 – Acting Pay

Longevity Pay will not be considered when calculating salary increases under Section 15.1.

#### 15.4 Deferred Compensation

- a. All employees are eligible to participate in the deferred compensation program (457 Plan) by making an election to contribute pre-tax money into the account on a per pay period basis.
- b. The City shall offer to all employees an alternative deferred compensation plan and post employment health plan (PEHP) through the IAFF Financial Corporation's Frontline Plan. The current provider is Nationwide.

#### 15.5 Deferred Compensation – City Matching

- a. Eligibility – Employees with five (5) years of City service are eligible to participate in the City deferred compensation matching program. To receive this benefit, eligible employees must elect to participate in the City's matching contribution program during open enrollment of each year.
- b. Benefit – The City will provide a matching contribution of up to fifty percent (50%) of up to fifty percent (50%) of the employee's contribution, up to a maximum contribution by the City of \$1,500 per employee (estimated at \$58 58per month) per fiscal year. The City's match shall be made according to the following:
  - (i) The City's match will be paid in equal installments, rounded to the nearest dollar. The City's matching contribution shall be made to the employee's ICMA 401(a) Plan account.

- (ii) Employee's becoming eligible for this benefit after the start of the fiscal year, will receive a pro-rated portion of the annual \$1,500 maximum City contribution, payable to their 401(a) account in equal installments, rounded to the nearest dollar over the remaining number of pay periods in the fiscal year.
- (iii) Where an employee elects during open enrollment to contribute to the ICMA 457 in one lump sum amount (i.e: elects to make their entire contribution to the ICMA 457 plan in a single month), the City Matching Funds will begin as of the pay period in which the lump sum deposit is made and will be payable in equal installments, rounded to the nearest dollar based on the number of pay periods remaining in the fiscal year.
- (iv) Employees reaching five (5) years of continuous regular employment during the fiscal year will receive a pro-rated matching contribution for the remainder of that fiscal year, based on the first of the month following the employee's fifth year of service.
- (v) For fiscal year 2014-2015 only, the matching funds will be contributed by the City between January 1 and September 30. So long as the employee contributes a total of \$3,000 over the full fiscal year, they will receive the full matching contribution of \$1,500 by September 30.

SECTION 16. VACATION LEAVE

16.1 Entitlement to Take Vacation – All permanent employees shall be entitled to take vacation leave with pay. Vacation may be taken following completion of six (6) months service in a permanent position. The Department shall allow one (1) Association member per shift to be on vacation at all times subject to provisions of Section 16.

16.2 Accrual – Employees covered by this agreement shall accrue vacation leave equally across the twenty-six (26) pay periods in each year in relation to their years of continuous service in a permanent-status position as follows:

<u>Years of Service</u>	<u>Accumulated Vacation per Year</u>
First five (5) years	144 hours
Beginning of the 6th year	168 hours
Beginning of the 11th year	224 hours
Beginning of the 15th year	236 hours
Beginning of the 18th year	248 hours
Beginning of the 21st year	280 hours

Regular status, part-time employees shall accrue vacation on a proration of the schedule above, based on the ratio of their budgeted workweek to full-time status.

Employees shall not accrue vacation leave for any time spent on unpaid leave of absence.

- 16.3 Timing of Vacation – The time when an employee may take vacation shall be determined by the Fire Chief with due regard for the wishes of the employee and particular regard to the needs of the service. No person shall take a vacation in excess of thirty (30) consecutive working days. The total number of accrued vacation hours which may be carried over for an employee from one calendar year to the next shall be limited to five hundred (500) hours.
- 16.4 Vacation Trades – Should a second employee wish to schedule a vacation during a period when another employee already has an approved vacation, said employee may be allowed to do so provided, however, they arrange for another employee, on a rank-for-rank basis to work in their place. The second employee off from work on vacation shall receive their regular vacation pay and have their vacation balance reduced for the hours away from work. The employee working for the second employee shall not be paid for the hours worked, but instead shall receive a transfer of vacation hours equal to the number of hours worked.
- 16.5 Vacation Accrual – Effective June 1, 2015, the maximum vacation accrual shall be capped at five hundred (500) hours. Once an employee's vacation balance reaches this 500-hour cap, accrual of vacation shall be suspended until an employee's vacation leave balance is reduced below the 500-hour cap. If as of June 1, 2015, an employee has more than five hundred (500) hours of accrued vacation leave and the employee has not exercised their right to sell back the full one hundred twenty (120) hours under section 15.9, the City will cash out the employees vacation in excess of five hundred (500) hours, up to the one hundred twenty (120) hour annual sell-back limit. An employee may elect to take all or part of earned vacation or may carry over to the next service year all or part of earned vacation (up to 500 hours) as approved by the Department Head.
- 16.6 Pay for Unused Vacation – Upon termination or retirement from employment with the City, every permanent or probationary employee who has served the City six (6) months or more shall be paid for all unused vacation up to a maximum of five hundred (500) hours. Payment for unused vacation shall be determined in accordance with Section 16.11.
- 16.7 Holidays During Vacation – In the event one or more holidays fall within an employee's annual vacation leave, such holiday shall be charged as vacation leave if it falls on a regularly scheduled shift day.

- 16.8 Vacation as Sick Leave – A permanent employee or probationary employee employed for a period longer than six (6) months may use vacation leave upon the exhaustion of accrued sick leave and compensatory time, where applicable.
- 16.9 Partial Vacation – Employees may use earned vacation time in increments of less than one shift, subject to the approval of the Fire Chief or his or her designee.
- 16.10 Vacation Sell Back – Employees may elect to sell back to the City up to one hundred twenty (120) hours of accrued, but unused, vacation per calendar year. The employee will be compensated for such sold vacation hours at the salary rate in effect for that employee at the time the hours are returned to the City, in accordance with Section 16.11. The minimum number of hours that can be sold back at any one time is twenty-four (24) hours.
- 16.11 Vacation Pay Out Rate – Vacation paid out in accordance with Sections 16.6 and 16.10 will be calculated on base salary. For purposes of this Section, “base salary” shall mean a qualifying employee’s straight time hourly rate of pay, and shall not include overtime, skill pay, or other special salary differential(s) or pay.

## SECTION 17. SCHEDULING TIME OFF

All scheduled leave time must be *scheduled* in accordance with Department policy, and may be approved for a greater than twenty-four (24) hour period, with (5) five days advance notice. Approval for periods of twenty-four (24) hours or less may be granted with prior approval. When anticipated staffing is ten (10) or less, approval for use of time off will be withheld until such time as staffing of the shift is assured (conditional time off).

The City and Association also agree that scheduling time may allow more than one person to be off on scheduled leave at a time, provided that minimum staffing is maintained, and the time off policy does not provide for two people to obtain advance approval to be off on scheduled leave.

## SECTION 18. UNIFORMS

- 18.1 Uniform Allowance – Uniform allowances are hereby authorized for employees required to wear standardized clothing in the performance of assigned duties. Said uniform allowance is to be used to provide all items of standardized clothing, including safety equipment, such as boots and pants, which are identified in the Uniform Specifications Section. All employees are expected to present themselves for duty at the start of each shift with the required uniform in good condition. Torn or damaged uniforms or those showing excessive wear will not be considered in good condition. When an employee presents himself for duty in a uniform that is not in good condition, said employee shall not be paid until such time as he/she presents himself/herself for duty in a uniform in good

condition. When a dispute exists between an employee and their supervisor over whether or not a uniform is in good condition, a chief officer/shift commander shall make the final determination. Nothing in this section shall be construed to require an employee to provide turnout boots, turnout pants, turnout coat, turnout helmet, turnout gloves and Wildland PPE.

<u>Employee Classification</u>	<u>Rate of Compensation</u>
Firefighters & Firefighter/Paramedic	\$900 per year
Fire Engineers & Engineer/Paramedic	\$900 per year
Fire Captains & Fire Captain/Paramedic	\$900 per year
Shift Commander	\$900 per year

Payment of all uniform allowances shall be made semiannually, typically paid out in the first pay period of December and the first pay period of June.

18.2 Damaged Uniforms and Equipment – Uniforms and required equipment for Fire Department employees, if damaged in the line of duty and not due to the negligence or willful misconduct of the member concerned, will be replaced by the City. Such damaged uniforms or equipment must be turned in by the member concerned to his/her immediate supervisor with a written request for replacement. The request shall briefly state the facts and circumstances which caused the uniform or equipment to be damaged.

18.3 Class A Uniforms - The City will provide employees a Class A dress uniform in accordance with Fire Department policy, upon completion of an eighteen (18) month probation period.

## SECTION 19. RETIREMENT PLAN

### 19.1 Definitions:

a. Retired Employee means: an employee who retires from the City of South Lake Tahoe under the provisions of the Public Employees' Retirement System.

b. New Member means:

(i) A unit member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date;

(ii) A unit member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Gov. Code Section 7522.02(c) and related CalPERS reciprocity requirements; or

- (iii) A unit member who was an active member in CalPERS with another employer and who, after a break in service of more than six (6) months, returns to active membership in CalPERS with the City.
- c. Classic Member means: a unit member who entered into membership with a qualifying public retirement system on or before December 31, 2012 who do not meet the definition of "New Member" under Government Code § 7522.04(f) and related CalPERS membership requirements. Status as a classic member shall be determined by CalPERS.

## 19.2 Retirement Benefits for Safety Members

### a. Retirement Plan for Safety Members Hired On or Before June 18, 2005

Employees hired on or before June 18, 2005 shall receive the 3% at 50 retirement benefit. For purposes of determining a retirement benefit, final compensation for employees covered by this Section 19.2.a. shall mean the single highest year of pensionable compensation.

Each employee covered by this Section 19.2.a shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is nine percent (9%).

Effective upon approval of the contract amendment by CalPERS, employees covered by this Section 19.2.a shall pay, through payroll deduction, the 100% of the nine percent (9%) member contribution plus an additional three percent (3%) of PERSable compensation towards the employer's contribution, for a total contribution of twelve percent (12%) toward the normal cost of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, within thirty (30) days of execution of this MOU by both parties, the three percent (3%) cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section 19.2.a.

b. Retirement Plan for Safety Members Hired After June 18, 2005 but On or Before November 13, 2010

Employees hired after June 18, 2005 but on or before November 13, 2010 shall receive the 3% at 50 retirement benefit. For purposes of determining a retirement benefit, final compensation for employees covered by this Section 19.2.b. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Each employee covered by this Section 19.2.b shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is nine percent (9%).

Effective upon approval of the contract amendment by CalPERS, employees covered by this Section 19.2.b shall pay, through payroll deduction, the 100% of the nine percent (9%) member contribution plus an additional three percent (3%) of PERSable compensation towards the employer's contribution, for a total contribution of twelve percent (12%) toward the normal cost of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, within thirty (30) days of execution of this MOU by both parties, the 3% cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section 19.2.b.

c. Retirement Plan for Safety Members Hired After November 13, 2010, but Before January 1, 2013, and Classic Members, as Defined by CalPERS

Employees hired after November 13, 2010 but before January 1, 2013, and Classic Members, as defined by CalPERS shall receive the 3% at 55 retirement benefit. For purposes of determining a retirement benefit, final compensation for employees covered by this Section 19.2.c. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Each employee covered by this Section 19.2.c shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is nine percent (9%).

Effective upon approval of the contract amendment by CalPERS, employees covered by this Section 19.2.c shall pay, through payroll deduction, the 100% of the nine percent (9%) member contribution plus an additional three (3%) of PERSable compensation towards the employer's contribution, for a total contribution of twelve percent (12%) toward the cost of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, within thirty (30) days of execution of this MOU by both parties, the three percent (3%) cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section 19.2.c.

d. Retirement Plan for Safety Members Hired On or After January 1, 2013, Who Are Not Classic Members

Employees hired on or after January 1, 2013 who are new members shall receive the retirement benefit of 2.7% at 57 retirement benefit.

For purposes of determining a retirement benefit, final compensation for unit members covered by this Section 19.2.d. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

As required by Government Code Section 7522.04(g), unit members covered by this Section 19.2.d. shall pay, through payroll deductions, fifty percent (50%) of normal costs.

- 19.3 Specific details regarding this retirement plan are available to employees from the City's Human Resources Department. Employee contributions shall be made in accordance with Section 414.h(2) of the IRS code wherein the payment to PERS is made pre-tax.

19.4 After this MOU terminates at twelve o'clock midnight on September 30, 2017, the status quo ante for all purposes shall be defined as the current language of Section 19. This means that the employee additional payment of three (3%) of PERSable compensation toward the City's normal cost of pension benefit shall continue beyond the expiration of this MOU This section shall be inoperable upon approval of the contract amendment by CalPERS.

## SECTION 20. LONG TERM DISABILITY PLAN

20.1 LTD cost – The City contributes \$10.00 per month, per employee, toward premiums for a long term disability plan.

20.2 Advanced Disability Pension Payments – The City shall make additional advanced disability pension payments to a member who is approved for disability retirement if the following occurs:

- a. If temporary disability benefits paid to the employee under Labor Code 4850 expire and the disability pension payments are not received by the employee, the City shall make additional advanced disability pension payments to the employee. The payments shall be no less than fifty percent (50%) of the estimated highest annual compensation earnable by the member during thirty-six (36) months immediately preceding the effective date of his or her disability retirement, unless the employee chooses an optional settlement in the permanent disability retirement application process which would reduce the pension allowance below fifty percent (50%). In the case where the member's choice lowers the disability pension allowance below fifty percent (50%), the advanced disability pension payments shall be set at an amount equal to the disability pension allowance.
- b. Advanced disability pension payments shall not be considered salary under provision of law.
- c. All advanced disability pension payments made herein by the City shall be reimbursed by the employee upon receipt of retroactive retirement benefits from the retirement system.
- d. The advanced disability pension payments under this section can only be made when the employee has exhausted all sick leave payments.

## SECTION 21. ACTING POSITION RATE

Any qualified person temporarily assigned by the Fire Chief to work in a higher level position shall be paid Acting Pay. Acting Pay for working one rank over the employee's current classification is five percent (5%) of the employee's base hourly rate. Acting Pay for working two ranks over the employee's current classification is ten percent (10%) of the employee's base hourly rate.

Qualifications for temporary assignment to higher level positions will be based on such things as placement on an existing eligible list for the higher level position, completion of certification or other training requirement set by the department, determination by the department head or his/her designee that the person assigned is qualified. Persons who are not qualified will not be assigned to higher level positions.

The City reserves the right to designate and assign qualified persons to higher level positions, including assignments involving shift changes. However, when it is known or anticipated that a temporary assignment to a higher level position would involve a shift change of eight (8) consecutive shifts or less, every effort will be made to designate someone on the same shift

When more than eight (8) shifts are involved, employees on the promotional list will have the right to transfer from another shift to work in the vacant position, in order of their placement on the list.

Emergency relief drivers (Acting Engineers) are addressed in Department Policy.

Acting Shift Commander pay for current Captains will be 10% (no "Acting" list). Acting pay applies to actual hours worked in an Acting capacity. When a Shift Commander is unavailable for work, a Captain (or Captain/Paramedic) will be assigned as the Acting Shift Commander. An Engineer (or Engineer/Paramedic) will not be assigned nor receive Acting Pay in the rank of Shift Commander.

In all cases, Acting Pay is paid only on actual hours worked in an acting capacity and is not applicable to any leave time taken while assigned in an acting capacity.

## SECTION 22. RANK-FOR-RANK SHIFT TRADES

It shall be generally understood and agreed that all shift trades shall be on a rank-for-rank basis. Such trades shall continue to be subject to the authorization of the Fire Chief. Notwithstanding the general rule that shift trades are made on a rank-for-rank basis, such shift trades may be arranged on other than a rank-for-rank basis in the event of an emergency or other extraordinary circumstances, subject to the discretion of the Fire Chief. The above described rule shall not apply for a period of time of six (6) hours or less. Members of the Fire Department will be permitted to trade up to four (4) shifts in accordance with the provisions of Department Policy. Shift trades in excess of four (4) shifts will require written approval of the Fire Chief.

It is agreed that "rank-for-rank" shift trades shall include:

1. Two (2) employees of the same rank trading shift assignments within that same rank;
2. Two (2) employees of different ranks trading shifts when the lower rank employee is on the eligibility list for the rank of the higher level employee.

3. Two (2) employees of different ranks trading a particular shift for which the lower rank employee has been assigned by management to work at the higher rank in an acting capacity.

In situations #2 and #3 above, it is required that the "pay-back" of the trade must occur when both individuals are assigned to the same rank, or through the use of vacation time pay-backs.

## SECTION 23. COMMITTEES

### 23.1 Revisions to the City Personnel Rules

The City and Association agree to participate in a joint management, labor committee which will convene to review and revise the City's Personnel Rules. The committee shall consist of one (1) representative from each City bargaining unit and two (2) representatives from City management. Association or City consultants shall be allowed to sit-in on meetings as appropriate.

The committee's recommendations shall be forwarded to each bargaining unit for consideration prior to their presentation to the City Council. The City acknowledges the Association's right to meet and confer on any issues addressed by the rules revisions that concern the wages, hours, and working conditions of their members.

## SECTION 24. DEPARTMENTAL HIRING REPRESENTATIVE

The City and Association agree that a representative from the Association will serve as one (1) member of the interview board for Firefighter oral interviews.

## SECTION 25. PROMOTIONAL EXAMINATIONS

- 25.1 Timing – The City shall only conduct promotional examinations when there is an opening for the position.
- 25.2 Posting Time – The City and the Association agree that the application filing period for all Fire Engineer, Fire Engineer/Paramedic, Fire Captain, and Fire Captain/Paramedic promotional recruitments shall be no less than twenty-eight (28) consecutive days in length. If the final filing date falls on a weekend or regular City holiday, the final filing date will be extended to the next regular City business day.
- 25.3 Recruitment Announcements – The City and the Association agree that recruitment announcements for all Fire Engineer, Fire Engineer Paramedic, Fire Captain, and Fire Captain/Paramedic promotional selection processes shall include a statement specifying the length of time that the resulting eligibility list

shall be maintained, the study sources available for the testing process, and the test scoring (weighting) process.

- 25.4 Use of Existing Promotional Lists – If an active promotional eligibility list is in existence on the date a position in either the Fire Engineer, Fire Captain, or Fire Captain/Paramedic classes becomes vacant and the City determines that the position should be filled on a promotional basis, then the City agrees to make an appointment from the existing list for that classification.
- 25.5 Shift Commander – For filling vacancies in the classification of Shift Commander, promotional recruitments will be conducted at the discretion of the department head.

The City shall determine the method for testing and selection method. In the event of the need for an “Acting Shift Commander”, the department head shall have full discretion in appointing Acting Shift Commander from Captain classification.

## SECTION 26. RECRUITMENTS

- 26.1. Paramedic Licensing – The City and Association agree that it is preferable to hire candidates who possess paramedic licensing. When conducting an open recruitment for firefighters, the City will only recruit for the Firefighter/Paramedic classification. Current employees not currently possessing this licensing are encouraged to pursue training; however, nothing in this agreement obligates the Department or City to provide paramedic training at Department expense in the future nor requires current employees from pursuing the paramedic training.
- 26.2. Cost of Paramedic Licensing – Employees hired as a result of recruitment for Firefighter/Paramedic as described above will bear the responsibility of completing their Paramedic licensing themselves. The City will try to accommodate shift trades when needed to assist in having time to complete classes. The cost of completing their licensing process shall be borne by the employee.
- 26.3. Eligibility for Step Increases – The eligibility for step increases is based on passing of appropriate step testing.
- 26.4. Completion of Paramedic Licensing during Firefighter’s Employment - If an employee hired as a Firefighter completes their paramedic licensing during the course of employment, that employee will be transferred to the Firefighter/Paramedic classification to the same step level previously held as a Firefighter. This action is not considered a promotion and is not subject to a probationary period. The employee's cycle for merit step testing shall not change.

- 26.5. Completion of Paramedic Licensing during Fire Engineer's Employment – If an employee working as a Fire Engineer completes their paramedic licensing, upon attainment of qualifications for Fire Engineer/Paramedic, the employee will be transferred to the Fire Engineer/Paramedic classification to the same step level previously held as a - Fire Engineer. This action is not considered a promotion and is not subject to a probationary period. The employee's cycle for merit step testing shall not change.
- 26.6. Completion of Paramedic Licensing during Fire Captain's Employment - If an employee working as a Captain completes their paramedic licensing, upon attainment of qualifications for Fire Captain/Paramedic, the employee will be transferred to the Fire Captain/Paramedic classification to the same step level previously held as a Fire Captain. This action is not considered a promotion and is not subject to a probationary period. The employee's cycle for merit step testing shall not change.

## SECTION 27. CAREER DEVELOPMENT GUIDE

The Association is required to complete a Career Development Guide ("CDG") within six (6) months of the effective date of this MOU for each classification represented by the Association. Each CDG must be completed to the satisfaction of the Fire Chief and the Association.

## SECTION 28. MAINTENANCE OF SERVICES

- 28.1 Linen – The City agrees to continue to provide existing linen and laundry service and station house cleaning services during the term of this agreement. Employees shall be responsible for maintaining their own bed linens. In exchange for maintenance of bed linens, the City shall provide to employees a monetary amount equal to the bed linen portion of the linen and laundry contract (1998/99 = \$62). Such payment shall be made in the pay period including October 1. The City also agrees to continue to maintain, repair, and replace, when necessary, the dishwasher, conventional range/oven, and refrigerator currently in place at each of the three stations. The City further agrees to include within its maintenance, repair, and replacement responsibilities the microwave cooking equipment in place at each of the three (3) stations. The City and Association further agree that should damage occur to the items covered by this section, through abuse or negligence, the individual employee or employees responsible for such damage shall be obligated to reimburse the City for the cost of replacement or repair.
- 28.2 Mechanic Type Coveralls – The City agrees to provide mechanic-type coveralls for use by department personnel when conducting "long checks." Said mechanic type coveralls to be provided as follows:

Station #1                      One (1) coverall per week

Station #2                      One (1) coverall per week  
Station #3                      One (1) coverall per week

28.3 Class B/Firefighter Endorsement Licenses – The City will pay for the renewal of Class B/Firefighter Endorsement licenses.

The City agrees to pay for the renewal testing of a Class A license but only up to the cost of renewing a Class A license or the cost of renewing a Class B/Firefighter Endorsement license, whichever is less.

## SECTION 29. REORGANIZATION

The City shall reorganize the Fire Department, with cost-savings associated with the reorganization shared among Association members as described in this section.

- a. Beginning October 1, 2014, the City will eliminate three (3) safety positions in the firefighter and/or Firefighter/Paramedic Classifications, through attrition. These eliminations will result in reducing the total number of fire personnel from thirty-six (36) to thirty-three (33).
- b. As soon as possible, the Fire Chief will implement an Interim Reorganizational Plan. A permanent Reorganization Plan will be implemented when the second position is eliminated.
- c. The City shall use cost savings associated with the reorganization, , to (1) fund the salary differential for the Battalion Chief positions, (2) cover the cost of additional overtime required as a result of the reorganization, and (3) provide additional compensation to Association members in the following manner:
  - i. Beginning January 1, 2015 continuing through September 30, 2017, Association members will receive one-hundred fifty (\$150) dollars per month (payable in equal installments each pay period) into the City-sponsored Section 125 plan. This contribution is reflected in Section 2.12, above (IRC Section 125 Plan).
  - ii. At the end of each fiscal year during the term of this Agreement, (September 30, 2015; September 30, 2016; and September 30, 2017), the City will conduct a cost savings evaluation of the reorganization plan. Any savings from the reorganization, as determined by the City, shall be calculated and distributed to each member of the Association as follows:

Within ninety (90) days following FY 2016/2017, the City will conduct and complete an analysis of the overall cost-savings of the reorganization plan during the term of this Agreement.

The City shall reduce this overall cost savings by (1) the total cost to the City for providing employees with the one-hundred fifty (\$150) dollar per month Section 125 Plan contribution over the term of this MOU; (2) the total cost to the City created by the salary differential provided to positions created by the reorganization, if any; and (3) the City's total overtime costs due to the reorganization. Item (3) will be calculated by evaluating the fiscal year 2014/2015 overtime budget against the actual cost of overtime incurred during the fiscal year. The reduced overall cost savings, if any, shall be distributed to Association members, excluding command staff, as follows:

- a) Each member of the Association hired before January 1, 2008 shall receive eight thousand (\$8,000) dollars. If the reduced overall cost savings are insufficient to provide eight thousand (\$8,000) dollars to each member hired before January 1, 2008, then the total amount of reduced overall cost savings shall be distributed equally to all members hired before January 1, 2008.
- b) Any funds remaining after making the distributions to Association members hired before January 1, 2008, shall be distributed equally to all Association members hired on or after January 1, 2008.

### SECTION 30. LAYOFFS/REDUCTION IN FORCE

Whenever the City Council has determined that it is necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without right of appeal. In determining which employee in the unit covered by this Memorandum of Understanding would be laid off first, total City seniority from initial appointment to a permanent position would be determined with the employee having the least seniority placed first on the list of employees to be laid off.

If, after the required number of employees have been laid off, it is necessary to demote and displace other employees to equalize the number of remaining employees with the number of positions allocated at each level, seniority within the class will be utilized to determine which employee is to be demoted first. Said employee(s) may be demoted to any position in the City in which he/she previously held permanent status or to any class in which he/she meets the minimum qualifications. In order to demote to the lower class, the employee must have more total City Seniority than at least one (1) of the incumbents.

If an employee has previously held permanent status in the class to which the employee is demoted, such employee shall not be required to serve a probationary period. Employees retreating to a lower class shall be placed at the salary step of the class

representing the least loss of pay. In no event shall the salary be increased above that received in the class from which the employee was demoted.

Employees laid off or demoted in accordance with this section shall have their names placed on a reemployment list for the class or classes laid off or reduced from in the reverse order of their layoff or reduction. Such list shall be used by the appointing authority to fill vacancies which occur for up to three (3) years following the layoff or reduction. The City and Association agree that the reemployment list is extended for up to three (3) additional years provided the following conditions are met:

- employee must meet minimum qualifications
- employee must pass physical and stress test
- employee must possess current EMT/Paramedic certification
- employee must maintain contact with the city
- employee must request to be considered prior to the 3 year extension
- employee must serve one year probation

30.1 Severance Package – For the term of this agreement a severance package will be provided to any members who are laid off from the City due to budget shortfall.

- a. Employees who have been laid off pursuant to this section and action by the City Council shall be eligible for compensation at their base hourly rate, in addition to any other payoffs to which the employee is entitled, according to the following schedule:

Years of Service*		Pay Periods of Compensation*
More Than	Less Than or Equal To	
1	2	2
2	3	3
3	4	4
4	5	5
5	6	6
6	7	7
7	8	8
8	9	9
9	10	10
10		13

\* Year(s) of service means full calendar year(s) from the employee's date of hire.

- b. In addition to the cash compensation in paragraph A above employees laid off pursuant to this article and action of the City Council shall continue to receive City health plan coverage for themselves and their families, if their families

are enrolled in the City health plan at the time the layoff notice is issued according to the following schedule:

Years of Service*	Months of Continued Health Plan Coverage**
Less than 1	0
1 but less than 2	1
2 but less than 3	2
3 but less than 4	3
4 but less than 5	4
5 but less than 6	5
6 or more	

\* Year(s) of service means full calendar year(s) from the employee's date of hire.

Laid off employees who become eligible for another employer sponsored health plan shall no longer be eligible for the City paid health plan benefits regardless of the number of months elapsed since the effective date of their layoff and regardless of whether or not they choose to participate in the employer sponsored health plan for which they are eligible.

- c. Employees who are rehired by the City during the period for which they have received benefits under paragraph A above shall repay to the City any compensation in excess of the number of pay periods of their layoff. Employees rehired who have maintained their City sponsored health plan during the period of their layoff shall not be subject to any waiting period or any exclusion for preexisting conditions.
- d. Laid off employees receiving compensation under paragraphs A and or B above are not eligible for any other compensation or benefits such as paid holidays, vacation or sick leave accrual. This paragraph does not affect employees otherwise eligible for Workers Compensation, Long-Term Disability or Retirement benefits.

### SECTION 31. NICOTINE USE RESTRICTIONS

The City and the Association agree that those employees hired on or after January 1, 1983 will, as a condition of employment, be prohibited from using nicotine products of any kind. It is also agreed that should a covered employee violate this section, they will be subject to appropriate disciplinary action up to and including discharge.

## SECTION 32 INTERNET/PHONE/CABLE TELEVISION

The City shall cover the cost of providing internet service, phone service, and basic cable television service to each of the three (3) fire stations, not to exceed a total cost of six thousand dollars (\$6,000) per fiscal year (\$500 per month) for all of the three (3) fire stations combined.

## SECTION 33.ANTI-NEPOTISM

The City will not hire, promote, demote, or transfer employees into a position, that would result in any person related by consanguinity or marriage being employed as (1) a safety dispatcher, or any other position that is involved in dispatching police department and/or fire department employees to emergencies; or (2) a safety officer position that receives dispatches, such as police and fire department employees, if that hiring, promotion or transfer would result in one-related individual dispatching another. The restriction on hiring shall apply unless the current City employee resigns.

This section is intended to supplement the City Personnel Rules §7.7 Anti-Nepotism.

## SECTION 34. NO STRIKE

The Association, 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 of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or to perform customary duties; and neither the Association or any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations or management or of employees not covered by this Memorandum of Understanding.

## SECTION 35. MODIFICATION AND WAIVER

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.

## SECTION 36 PAST PRACTICES

The City and Association agree that those benefits and practices not specifically amended by the Memorandum of Understanding will not be changed until and unless the Association and City have met and conferred prior to any change.

### SECTION 37. DURATION

This Memorandum of Understanding shall be effective October 1, 2014, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in force and effect to and including September 30, 2017.

### SECTION 38. PERSONNEL BIDDING FOR STATIONS

The Fire Chief has the right to deviate from this section for the proper operation of the Department.

Following are the procedures for Bidding Stations and Shifts:

1. Each October, employees shall bid stations and shifts for a 12 consecutive month period of time.
2. Shift Commanders bid first, based on seniority
3. Captains & Captain/Paramedics bid second, based on seniority.
4. Engineers & Engineer/Paramedics bid third, based on seniority
5. Firefighters & Firefighter/Paramedics bid last, based on seniority.
6. The Fire Chief reserves the right to deviate from this policy, for the proper operation of the Department.

### SECTION 39. STAFFING

Minimum staffing for the department is ten (10) emergency response personnel inclusive of command staff (as determined by the Fire Chief) but exclusive of the Fire Chief per shift, because of fiscal constraints. The decision to increase staffing rests exclusively with the City Council.

### SECTION 40. BEREAVEMENT LEAVE

Bereavement leave shall be granted to any employee up to fifty-six (56) hours per year, per employee. The use of bereavement leave shall be limited to bereavement related to the death of the employee's parents, step parents, spouse or registered domestic partner, or children including step-children, grandchild, brother, sister, step brother, step sister, current parents-in-law, current sister or brother in-law and grandparent or grandparent-in-law.

### SECTION 41. BILINGUAL PAY

The City will pay an additional fifty (\$50) dollars per month, paid bi monthly, to employees in this unit who are able to demonstrate bilingual capacity in Spanish. The testing will be administered through Human Resources.

A written request for testing must be submitted to Human Resources. If the City determines that the employee is eligible for Bilingual pay, the employee will be paid the bilingual differential effective the month in which the request for examination was submitted.

SECTION 42. REOPENERS

42.1 Wages – If the City’s audited Net Fund Balance in 2015 is five percent (5%) above the 2014 balance and the City’s audited Net Fund Balance in 2016 is five percent (5%) above the 2015 balance, the City and the Association agree to reopen negotiations, upon request by the Association, over wages and benefits for fiscal year 2016/2017.

IN WITNESS THEREOF, the parties hereto have executed the modifications of this Memorandum of Understanding referred to above.

This 3<sup>RD</sup> day of APRIL, 2015.

SOUTH LAKE TAHOE  
FIREMEN'S ASSOCIATION

CITY OF SOUTH LAKE TAHOE

Signed by

Signed by

BY

  
SCOTT BLASSER

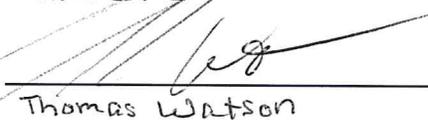
BY

  
Hal Cole

BY

  
Mark Salvo

BY

  
Thomas Watson

BY \_\_\_\_\_

## APPENDIX A

Shift Commander

Fire Captain/Paramedic (5% above Fire Captain salary range)

Fire Captain

Fire Engineer/Paramedic (5% above Fire Engineer salary range)

Fire Engineer

Fire Fighter/Paramedic (10% above Firefighter salary range)

Fire Fighter

APPENDIX B  
FIREMEN'S ASSOCIATION  
GRIEVANCES

Section 1 – APPLICATION

To establish a mutually satisfactory and timely method of settlement of grievances, the following procedure is available to all employees covered by this Memorandum of Understanding.

Section 2 – DEFINITION

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, or other rules and regulations adopted by the City Council which govern personnel practices and working conditions.

No proposals to add to, amend, or terminate a memorandum of understanding nor any issue arising out of or in connection with such a proposal may be considered under this grievance procedure.

No complaint concerning the payment of compensation to an employee shall be considered under this grievance procedure, unless it alleges a specific violation of the provisions of this memorandum of understanding or the City Personnel Rules. No adjustment of compensation resulting from a grievance under this procedure shall be retroactive for more than one (1) year from the date upon which the complaint was filed.

Section 3 – REPRESENTATION/NO REPRISAL

A Grievant may be presented by individual(s) of his or her choice in preparing and presenting a grievance at any stage of this procedure.

The City shall grant a reasonable amount of paid release time from work for one employee as identified by the Grievant to assist the Grievant in preparing and presenting the grievance at any level of this procedure.

Where the Grievant has identified a representative or representatives, such representatives(s) shall be notified of all formal actions occurring on the grievance.

No employee shall be subject to restraint, coercion or reprisal as a result of filing a grievance under this procedure.

Section 4 – TIME LIMITS

Failure of the employee to act within the required time periods specified for any level of this procedure shall result in a resolution of the grievance at the last step pursued. Failure of the City to act within the required time periods shall result in an automatic

advancement of the grievance to the next step of the procedure. Time limits specified in this procedure may be extended by mutual written agreement between the grievant and his/her representative and the City.

The term "submitted to" as used in this procedure shall mean the actual delivery of the document to the addressee's normal place of business; except for shift personnel it shall mean the actual delivery of the document to the addressee's primary residence. The term "working day" shall mean a regular 40 hour workweek day of Monday through Friday.

## Section 5 – PROCEDURES

Every attempt shall be made by the parties to settle the issue at the lowest level. Only upon mutual written agreement between the parties involved may any stage of this grievance procedure be waived.

### STEP I – IMMEDIATE SUPERVISOR

Within thirty (30) calendar days following knowledge of the event or action on which the grievance is based, the employee shall notify his/her immediate supervisor either orally or in writing of the nature of the grievance. Within eighteen (18) calendar days of being notified of the grievance, the supervisor shall meet with the Grievant, investigate the alleged grievance, and provide the Grievant an answer.

### STEP II – DIVISION SUPERVISOR

If the grievance is not resolved in Step I, the Grievant may notify his/her division manager either orally or in writing of the grievance. Within eighteen (18) calendar days of being notified of the grievance, the division manager shall meet with the Grievant, investigate the alleged grievance, and provide the Grievant an answer.

Note – This step of the process should be repeated when two levels of management exist between the immediate supervisor and the department head.

### STEP III – DEPARTMENT HEAD

If the grievance is not resolved in Step II, the Grievant may submit a written grievance to his/her department head within eighteen (18) calendar days of receiving the Step II response.

The written grievance shall contain the following information:

1. The name of the Grievant(s).
2. The specific nature of the grievance.

3. The date, time and place of the event or action on which the grievance is based.
4. The provision(s) of the agreement or rule(s) alleged to have been violated.
5. Date discussed with supervisor and a copy of the supervisors response if that response was in writing.
6. The action the Grievant believes will resolve the grievance.
7. The name of the representative(s) if any, chosen by the Grievant to participate in the grievance procedure.

If the Department Head believes the Grievant has failed to provide this information, he/she shall inform the Appellant of the deficiency (ies) and the Grievant shall be given nine (9) calendar days to perfect and resubmit the grievance.

The Department Head shall investigate the issues, meet with the Grievant, and attempt to reach a satisfactory resolution of the grievance. No later than ten (10) working days after receipt of the grievance, the department head shall issue a written response. Copies of the response shall be sent to all parties involved in the grievance, including the employee, the employee's representative(s), and the Human Resources Director.

#### STEP IV – CITY MANAGER

If the Grievant is not satisfied with the resolution presented by Department Head, he/she may appeal that decision to the City Manager. Such appeal must be received in writing by the City Manager no later than eighteen (18) calendar days after receipt of the Department Head's response. The written notice of appeal shall include the resolution sought, a copy of the Step II grievance, and the Department Head's response. If the City Manager believes the grievance is incomplete, he/she shall notify the Grievant and his/her representative and the Grievant shall be given nine (9) calendar days to perfect the appeal.

The City Manager may appoint a designee, who shall not be the concerned Department Head, to hear the grievance.

The City Manager or his/her designee shall set a meeting date which will not be more than fifteen (15) working days after receipt of the appeal by the City Manager. The Grievant, the concerned Department Head, and any other parties requested by the City Manager or designee shall attend the meeting and present oral or documentary evidence relevant to the grievance. The City Manager or his/her designee may conduct such other independent investigation of the grievance as he/she deems necessary.

Within ten (10) working days following the meeting, the City Manager or his/her designee shall issue a written decision to all parties directly involved in the grievance.

## STEP V – HEARING OFFICER

If the resolution presented by the City Manager or designee is not satisfactory to the Grievant, the Grievant may, within eighteen (18) calendar days from receipt of the decision, submit a written request to the City Manager for an Appeal and Request for Hearing by an outside hearing officer.

The hearing officer shall be selected as follows:

1. The parties shall select an hearing officer my mutual agreement:
2. If parties are unable to select an arbitrator by mutual agreement the parties shall request a list of seven (7) qualified hearing officers from the California State Mediation and Conciliation Service or the American Arbitrator Association. The parties will alternatively strike names, starting with the Grievant, until one name is left on the list. That hearing officer shall conduct the hearing.

Upon mutual agreement of the parties, written materials may be submitted to the hearing officer for a decision in lieu of holding a formal hearing. If the Grievant is not represented by the Association, the Association shall have standing at the hearing as a real party in interest.

The grievance hearing shall be conducted under the following rules:

1. All hearings shall be private; provided, however, that the Grievant may request the hearing open to the public.
2. Proceedings of the hearing shall be tape recorded but not transcribed except at the request of either party. The party requesting the transcript shall bear the expenses involved unless shared expenses are agreed to by both parties. Should either party request transcripts, a copy shall be made available to the other party.
3. Either the City or the Grievant may call witnesses to testify at the hearing. Either party may summons a witness to the hearing under subpoena. In the event a party or his or her representative subpoenas a witness or witnesses he or she shall fax a copy of that subpoena to the opposing party or his or her representative. In addition, all subpoenas shall be lodged with the arbitrator as soon as reasonable possible after service of said subpoena. If a witness is a City employee, the City shall grant the employee paid release time required to testify and any reasonable travel time to and from. The Grievant shall appear in person at the hearing, unless physically unable to do so. In the even the arbitration hearing is conducted during the Grievants regular work hours, the City shall grant the Grievant paid release time to attend the hearing.

4. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determinations of the truth.
5. Each party shall have the following rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; and to rebut the evidence against him/her.
6. Oral evidence shall be taken only on oath of affirmation.
7. The hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence, and shall base his/her findings on the preponderance of evidence.
8. The hearing officer shall render his/her findings in writing as soon after the conclusion of the hearing as possible.
9. The jurisdictional authority of the hearing officer shall be confined exclusively to the interpretation of the explicit provisions or rules which may be at issue in the grievance. The hearing officer shall have no authority to add to, delete from, alter, or amend any provision of this agreement or of any other City rules, or impose on any party a limitation or obligation not exclusively provided for in this agreement or other City rules, or to alter any salary rate or structure.

A copy of the hearing officer's decision shall be furnished to all parties directly involved in the grievance.

Each party shall bear the cost of its own presentation, including preparation and post hearing briefs.

Both parties agree to make every effort to limit the time spent in the hearing stage of this procedure so as to control the overall costs incurred.

The decision of the hearing officer shall be final and binding upon both parties notwithstanding either party's right to pursue a judicial review pursuant to California law.

APPENDIX C  
FIREMEN'S ASSOCIATION  
DISCIPLINARY APPEALS PROCEDURE

Section 1 – APPLICATION

The disciplinary appeals procedure described herein shall be available to all permanent status employees covered by this Memorandum of Understanding. It shall not be applicable to probationary employees. It is intended that this procedure will comply with the Firefighter Bill of Rights. The parties may discuss adjustments to this procedure in the event it is used to address any legal issues that may arise as a result of future FBOR case law.

Section 2 – DEFINITION

As used in this procedure, disciplinary action shall mean discharge, demotion, reduction in pay, or suspension without pay, written reprimand, or transfer for purposes of punishment.

Suspension without pay shall be scheduled on consecutive days and shall not exceed a total of thirty (30) working days. In no event shall such suspension be imposed against vacation and/or compensatory time off previously earned by an employee.

Section 3 – REPRESENTATION / NO REPRISAL

An employee may be represented by individual(s) of his/her choice at any and all stages of this appeal process. The City shall grant a reasonable amount of paid release time from work for one employee to assist the Appellant in preparing and presenting an appeal at any level of this procedure.

When an employee whom the City is proposing to discipline or whom the City has disciplined has identified a representative or representatives, such representative(s) shall be notified of formal actions taken in the disciplinary process.

In the case of disciplinary actions consisting of written reprimands, transfers for purposes of punishment, suspensions without pay, discharge, demotion, or reduction in pay employees shall be given notification sufficiently in advance to allow a representative to be present during the presentation of the disciplinary document.

No employee shall be subject to restraint, coercion or reprisal as a result of filing an appeal under this procedure.

Section 4 – TIME LIMITS

Failure of the employee to file an appeal within the required time periods specified for any level of this procedure shall constitute an abandonment of the disciplinary action

appeal. Failure of the City to act within the required time periods shall result in an automatic advancement of the appeal to the next step. Time limits specified in this procedure may be extended by mutual written agreement between the employee or his/her representative and the City.

The term, "submit to" as used in this procedure shall mean the actual delivery of the document to the addressee's normal place of business, except that for shift personnel it shall mean the actual delivery of the document to the addressee's primary residence. The term "working day" shall mean a regular 40-hour workweek day of Monday through Friday.

#### Section 5 – PRE-ACTION PROCEDURE

##### A. Action Proposed by Supervisor

Prior to imposing disciplinary action, the employee shall receive advance written notice of the proposed action including the following:

1. The specific disciplinary action being proposed.
2. The specific grounds and particular facts upon which the action is based.
3. Copies of all documents and materials upon which the action is based or access to such material at a reasonable time.
4. Notification that the employee has a right to respond to the charges either orally, in writing, or both prior to implementation of the discipline, and that such response must be made to the department head within nine (9) calendar days of the date the employee receives the notice.

##### B. Fire Chief Review

The Fire Chief shall issue a written decision on the proposed disciplinary action within nine (9) calendar days of hearing or receiving the employee's response. Copies of this decision shall be sent to all parties directly involved in the discipline, including the supervisor or manager, the employee, his/her representative, and the Personnel Director.

#### Section 6 – POST-ACTION APPEAL

##### A. City Manager Review

The employee has the right to submit an appeal of the department head's decision to the City Manager within nine (9) calendar days after receipt of the written decision. Any such appeal must be in writing, explaining the action being appealed, the reasons for the appeal, and the action the employee desires be taken.

The City Manager may appoint a personal designee, who shall not be the concerned department head or others directly involved in the disciplinary action, to hear the appeal. The City Manager or his/her designee shall set a meeting date which shall not be more than fifteen (15) working days after receipt of the appeal by the City Manager.

The Appellant, the department head, and any other parties requested by the City Manager/ designee or the Appellant shall attend the meeting and present oral and/or documentary evidence relevant to the disciplinary action. The City Manager or his/her designee may also conduct such other independent investigation of the charges and discipline as he/she deems necessary.

Within ten (10) working days following the hearing, the City Manager or his/her designee shall issue a written decision to all parties involved. The designee has the authority to affirm, repeal or reduce the disciplinary action taken.

The City Manager's review may be waived by mutual agreement between the Appellant and the City.

#### B. Appeals of City Manager Decision

The employee has the right to appeal the decision of the City Manager's designee by submitting a written Appeal and Request for Hearing to the City Manager by an impartial hearing officer. Such Appeal and Request for Hearing must be submitted to the City Manager within eighteen (18) calendar days after the employee's receipt of the City Manager's or designee's decision.

The hearing officer shall be selected as follows:

1. The parties shall select an arbitrator by mutual agreement: The parties shall select an arbitrator or other neutral hearing officer by mutual consent.
2. If parties are unable to select a hearing officer by mutual agreement the parties shall request a list of seven (7) qualified arbitrators from the California State Mediation and Conciliation Service or the American Arbitrator Association. The parties will alternately strike arbitrators, starting with the Grievant, until one arbitrator is left on the list. That arbitrator shall conduct the hearing.
3. Arbitrator fees are paid equally by the City and employee or Association. If the employee and Association object to paying half of the arbitrators fee, the parties will select another method to determine the neutral hearing officer.

Upon mutual agreement of the parties, written materials may be submitted to the hearing officer for a decision in lieu of a formal hearing.

The hearing shall be conducted as follows:

1. All hearings shall be private; provided however, that the Appellant may request a hearing open to the public.
2. Either party has the right to have a court reporter present at the hearing at his or her own expense. The parties may agree to share the cost of the court reporters. If neither party requests a court reporter to be present, the hearing shall be tape recorded but not transcribed, except at the request of either party. The party requesting the transcript shall bear the expense involved unless shared expenses are agreed to by both parties. Should either party request transcription of the tape recording or a transcript from the court reporter, a copy shall be made available to the other party.
3. The City or the Appellant may call witnesses to testify at the hearing. Either party may summons a witness to the hearing under subpoena. In the event a party or his or her representative subpoenas a witness or witnesses he or she shall fax a copy of that subpoena to the opposing party or his or her representative. In addition, all subpoenas shall be lodged with the hearing officer as soon as reasonable possible after service of said subpoena. If a witness is a City employee, the City shall grant the employee paid release time required to testify and any reasonable travel time to and from. The Appellant shall appear in person at the hearing, unless physically unable to do so. In the even the hearing is conducted during the Appellant's regular work hours, the City shall grant the Appellant paid release time to attend the hearing.
4. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determinations of the truth.
5. Each party shall have the following rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; and to rebut the evidence against him/her.
6. Oral evidence shall be taken only on oath or affirmation.
7. The hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence, and shall base his/her findings on the preponderance of evidence.
8. The hearing officer shall render his/her findings in writing as soon after the conclusion of the hearing as reasonably possible.
9. The hearing officer shall have the authority to sustain or reject any or all of the charges against the employee and/or sustain, reject, or reduce the disciplinary action invoked against the employee. Should the hearing officer reject or reduce

the disciplinary action, the hearing officer shall have authority to make the employee whole.

A copy of the hearing officer's decision shall be furnished to all parties directly involved in the disciplinary appeal.

Each party shall bear the cost of its own presentation including preparation and post hearing briefs.

The decision of the hearing officer shall be final subject to either party's right to pursue a judicial review pursuant to California law.

## APPENDIX D

### SALARY TABLE AS OF OCTOBER 1, 2014

#### FIRE CAPTAIN

4400/4432/01	21.9740	5,332
4400/4432/02	23.0767	5,600
4400/4432/03	24.2273	5,879
4400/4432/04	25.4419	6,174
4400/4432/05	26.7097	6,482
4400/4432/06	27.7804	6,741

#### FIREFIGHTER

4400/4422/01	17.3768	4,217
4400/4422/02	18.2451	4,427
4400/4422/03	19.1559	4,648
4400/4422/04	20.1148	4,881
4400/4422/05	21.1163	5,124
4400/4422/06	21.9633	5,330

#### FIRE ENGINEER

4400/4426/01	19.1079	4,637
4400/4426/02	20.0668	4,870
4400/4426/03	21.0684	5,113
4400/4426/04	22.1232	5,369
4400/4426/05	23.2311	5,637
4400/4426/06	24.1581	5,862

#### FIREFIGHTER/PARAMEDIC

4400/4421/01	19.1145	4,638
4400/4421/02	20.0697	4,870
4400/4421/03	21.0714	5,113
4400/4421/04	22.1263	5,369
4400/4421/05	23.2279	5,637
4400/4421/06	24.1597	5,863

#### FIRE ENGINEER/PARAMEDIC

4400/4430/01	20.0634	4,869
4400/4430/02	21.0702	5,113
4400/4430/03	22.1218	5,368
4400/4430/04	23.2293	5,637
4400/4430/05	24.3927	5,919
4400/4430/06	25.3660	6,155

#### FIRE SHIFT COMMANDER

4400/4435/01	24.1714	5,866
4400/4435/02	25.3844	6,160
4400/4435/03	26.6500	6,467
4400/4435/04	27.9862	6,791
4400/4435/05	29.3806	7,130
4400/4435/06	30.5584	7,416

#### CAPTAIN/PARAMEDIC

//01	23.0727	5,599
//02	24.2305	5,880
//03	25.4387	6,173
//04	26.7140	6,483
//05	28.0452	6,806
//06	29.1694	7,078

APPENDIX E

PLAN A – SCHEDULE OF BENEFITS

PLAN A		
COVERED CHARGES	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
<b>DEDUCTIBLE, PER CALENDAR YEAR - Network and Non-Network Deductibles are not combined.</b>		
<b>Note: An individual will never be required to meet more than the “Covered Person” Deductible in a Calendar Year.</b>		
Per Covered Person	\$5,500	\$5,500
Per Family Unit	\$11,000	\$11,000
<b>MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR - Network and Non-Network Out-of-Pocket amounts are not combined.</b>		
<b>Note: An individual will never be required to meet more than the “Covered Person” Out-of-Pocket Amount in a Calendar Year.</b>		
Per Covered Person	\$6,350	\$6,350
Per Family Unit	\$12,700	\$12,700
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%.		
<ul style="list-style-type: none"> <li>Cost containment penalties</li> <li>Amounts over the Allowed Amount</li> </ul>		
<b>COVERED CHARGES</b>		
<b>Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</b>		
<b>Percentage Payable – unless otherwise stated.</b>	50% after deductible	30% after deductible
<b>Acupuncture</b>	Not covered	Not covered
<b>Ambulance Service</b>	50% after deductible	30% after deductible
<b>Diabetic Self-Management and Education Programs</b>	100% after \$50 copayment deductible waived	30% \$50 copayment deductible waived
<b>Diagnostic X-ray &amp; Lab – includes pre-admission testing.</b>	50% after deductible	50% after deductible
<b>Durable Medical Equipment</b>	50% after deductible	30% after deductible
<b>Emergency Room Visit – Including professional services</b>	50% after \$250 copayment and deductible copayment is waived if admitted	50% after \$250 copayment and deductible copayment is waived if admitted
<b>Foot Orthotics</b>	50% after deductible	30% after deductible
<b>Hearing Exam (screening)</b>	50% after deductible	Not covered
<b>Home Health Care</b>	50% after deductible 100 visits Calendar Year maximum	30% after deductible 100 visits Calendar Year maximum
<b>Hospice Care</b>	50% after deductible	30% after deductible
<b>Bereavement Counseling</b>	50% after deductible	30% after deductible
<b>Hospital Services</b>		
<b>Inpatient - the semiprivate room rate</b>	50% after deductible	30% after deductible

<b>PLAN A</b>		
<b>COVERED CHARGES</b>	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
Ambulatory/Outpatient Surgery Facilities	50% after deductible	30% after deductible
Outpatient Services	50% after deductible	30% after deductible
<b>Jaw Joint Conditions / Temporomandibular Joint Syndrome (TMJ)</b>		
Splint Therapy Treatment	50% after deductible \$250 maximum per course of treatment	30% after deductible \$250 maximum per course of treatment
Splint Therapy Adjustments	50% after deductible \$350 maximum per course of treatment	30% after deductible \$350 maximum per course of treatment
Orthoplasty Surgery – Lifetime maximum applies to treatment of TMJ only	50% after deductible \$3,500 Lifetime maximum	30% after deductible \$3,500 Lifetime maximum
<b>Mental Disorders</b>		
Inpatient - the facility's semiprivate room rate	50% after deductible	30% after deductible
Outpatient	50% after deductible	30% after deductible
Office Setting	100% after \$50 copayment deductible waived	30% after deductible
<b>Organ Transplants – for recipient and donor.</b>	Covered as any other care based on type of service.	Covered as any other care based on type of service.
Transportation, Lodging and Meals for recipient and one companion. If recipient is a minor two companions are allowed.	\$200 per day for lodging and meals up to a maximum of \$10,000 for lodging, meals and transportation per transplant.	
<b>Outpatient Private Duty Nursing</b>	50% after deductible	30% after deductible
<b>Physician Services</b>		
Inpatient visits	50% after deductible	30% after deductible
Office visits – including Minor Surgery, Lab, X-ray, and Supplies	100% after \$50 copayment deductible waived	30% after deductible
Second Surgical Opinion	100% after \$50 copayment deductible waived	30% after deductible
Surgery (Inpatient and Outpatient)	50% after deductible	30% after deductible
Assistant Surgeon and Anesthesiologists	50% after deductible	30% after deductible
Allergy injections, serum and testing	50% after deductible	30% after deductible
Contraceptive methods	100% deductible waived	30% after deductible
<b>Pregnancy – dependent daughters are not covered</b>	Prenatal visits: 100% deductible waived All other care: Covered as any other care based on type of service.	Covered as any other care based on type of service.
<b>Preventive Care - As defined by the Patient Protection Affordable Care Act.</b>		
Routine Well Care – All ages	100% deductible waived	50% after deductible
<b>Prosthetics</b>	50% after deductible	30% after deductible
<b>Rehabilitation</b>	50% after deductible	30% after deductible
Occupational	50% after deductible	30% after deductible

PLAN A		
COVERED CHARGES	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Physical - the maximum does not apply following surgery or hospitalization, subject to medical necessity.	50% after deductible 20 visits Calendar Year maximum	30% after deductible 20 visits Calendar Year maximum
Speech	50% after deductible	30% after deductible
<b>Skilled Nursing Facility</b> - the facility's semiprivate room rate	50% after deductible 100 days Calendar Year maximum	30% after deductible 100 days Calendar Year maximum
<b>Spinal Manipulation Chiropractic</b>	Not covered	Not covered
<b>Substance Abuse</b>		
Inpatient - the facility's semiprivate room rate	50% after deductible	30% after deductible
Outpatient	50% after deductible	30% after deductible
Office Setting	100% after \$50 copayment deductible waived	30% after deductible
<b>Urgent Care</b> - includes physician services	100% after \$50 copayment deductible waived	30% after deductible
<b>Voluntary Sterilization</b>		
Female	100% deductible waived	30% after deductible
Male	50% after deductible	30% after deductible

#### PRESCRIPTION DRUG BENEFIT SCHEDULE

PRESCRIPTION DRUG BENEFIT – PLAN A		
	NETWORK	NON-NETWORK
<b>Pharmacy Option (30 Day Supply or triple copayment for 90 day supply)</b>		
Generic Drugs	100% after \$25 copayment	Not covered
Formulary Brand Name Drugs	100% after \$50 copayment	Not covered
Non-Formulary Brand Name Drugs	100% after \$100 copayment	Not covered
<b>Mail Order Option (90 Day Supply)</b>		
Generic Drugs	100% after \$50 copayment	Not Applicable
Formulary Brand Name Drugs	100% after \$100 copayment	Not Applicable
Non-Formulary Brand Name Drugs	100% after \$200 copayment	Not Applicable
<b>Refer to the Prescription Drug Section for details on the Prescription Drug benefit.</b>		

The Covered Person pays the copayment or 10% whichever is greater, plus the difference between the cost of generic prescription and the brand name prescription, in the case where the Physician authorized generic and the Covered Person requests the brand name prescription. Generic drugs will be dispensed unless the Physician authorizes, in writing, a Brand Name Drug.

**The Prescription Plan will take into consideration if there is primary coverage elsewhere. This Prescription Plan will include managed care.**