



City of South Lake Tahoe

"making a positive difference now"

STAFF REPORT CITY COUNCIL MEETING OF OCTOBER 20, 2015

TO: Nancy Kerry, City Manager

FR: Janet Emmett, Human Resources Manager

RE: Resolution Approving Side Letter to Memorandum of Understanding Between the City of South Lake Tahoe and the Police Supervisors Association Creating New Classification of Fire Battalion Chief

RECOMMENDATION

Adopt the resolution.

BACKGROUND

The Fire Department is restructuring to improve command staff operations. This restructuring will result in the elimination of the classification of Fire Shift Commander and creation of a new classification of Fire Battalion Chief. The Fire Battalion Chief position is an FLSA exempt, management level position responsible for command operations. The City Position Allocation Report will be updated to include the new classification and associated funding. When creating a new classification, the City has the management right to determine the unit representation of the new classification, taking into consideration various factors, including but not limited to;

- minimizing fragmentation of units by achieving the largest feasible group of employees having a community of interest
- similarity of duties, skills, wages and working conditions of employees,
- management employees shall not be included in the same unit with non-management employees
- the effect of the proposed unit on the efficient operation of City services and sound employment relations.

As an exempt, management level classification within the Fire Service, the Fire Battalion Chief should not be represented in the same unit as the staff they will manage, therefore, representation by the Fire Association is not appropriate. Based on the similarity in level of responsibility, management duties, and being a public safety classification, the City has determined that there is sufficient community of interest to assign the Fire Battalion Chief position to the Police Supervisors Association.

ISSUE STATEMENT AND DISCUSSION

The purpose of the Resolution is to create the classification of Fire Battalion Chief and approve a side letter addressing the wages, hours, and working conditions specific to the Fire Battalion Chief classification. Even though there is a community of interest relative to this classification

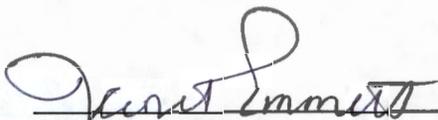
being public safety management, there are operational issues unique to the fire service that are not addressed in the Police Supervisors Association Memorandum of Understanding.

CITY COUNCIL WORKPLAN

This action supports the City Councils goals as they relate to Quality Core Services.

FINANCIAL AND/OR POLICY IMPLICATIONS:

There are no financial implications. The Fire Battalion Chief position has a significantly higher level of responsibility than Fire Shift Commander and is, therefore, established at a higher pay rate. This cost has been accounted for through various means within the Fire Department budget and is cost neutral to the City.

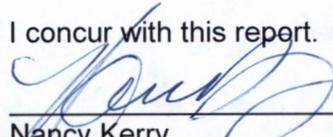


Janet Emmett
Human Resources Manager



Mark Carlson
Assistant City Manager/ADS Director

I concur with this report. Approved.



Nancy Kerry
City Manager

Attachment 1 – Resolution of Intention
Including by reference, Side Letter

ATTACHMENT 1

Resolution Approving Side Letter to Memorandum of Understanding Between the City of South Lake Tahoe and the Police Supervisors Association Creating New Classification of Fire Battalion Chief

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. _____.

**RESOLUTION APPROVING SIDE LETTER TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH LAKE TAHOE AND THE POLICE SUPERVISORS
ASSOCIATION CREATING THE NEW CLASSIFICATION OF FIRE BATTALION CHIEF**

WHEREAS, The City of South Lake Tahoe is restructuring the Fire Department command staff to eliminate the classification of Fire Shift Commander and create a new classification of Fire Battalion Chief; and

WHEREAS, the City of South Lake Tahoe and Police Supervisors Association (Association) have met and conferred in good faith in accordance with the provisions of the Meyers-Milias-Brown Act of the California Government Code; and

WHEREAS, the City has the management right to establish appropriate unit determinations of new classifications in accordance with the Personnel Rules,

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT:

This City Council approves the modifications to the Memorandum of Understanding between the City of South Lake Tahoe and the Association which are incorporated into the Side Letter to the Memorandum of Understanding (attached hereto) and directs the City Manager to take all steps that are proper and necessary to implement this agreement.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a meeting on October 20, 2015 by the following vote:

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

ATTEST:

Susan Alessi, City Clerk

Hal Cole, Mayor

ATTACHMENT 2

Resolution Approving Side Letter to Memorandum of Understanding Between the City of South Lake Tahoe and the Police Supervisors Association Creating New Classification of Fire Battalion Chief

SIDE LETTER
10/1/2014 to 9/30/2017 MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SOUTH LAKE TAHOE AND
THE SOUTH LAKE TAHOE POLICE SUPERVISORS ASSOCIATION

This letter of agreement is entered into by the City of South Lake Tahoe (hereafter referred to as City) and the City of South Lake Tahoe Police Supervisors Association (hereafter referred to as Association) after having met and conferred in good faith.

The City and the Association agree to the following terms and conditions:

Term of Agreement: The following changes are incorporated into the Memorandum of Understanding. The term of the contract is to September 30, 2017.

By way of this side letter, the classification of Fire Battalion Chief is added to the list of classifications represented by the Association. As an FLSA exempt mid-management position within the Fire Department, it has been determined that this position should not be represented by the Firemen's Association so as to retain a separation between line staff and management. The Police Supervisors Association has agreed to accept this classification. Due to the unique aspects of the Fire service, this side letter will define the complete terms and conditions as they apply to the classification of Fire Battalion Chief. Where sections of the Association MOU apply or do not apply to Fire Battalion Chief, it will be so noted. Where a provision is applicable to the Association and to Fire Battalion Chief classification but with differences, the provisions will be defined within this side letter. No provisions of this side letter will apply to any other classification within the Association.

INTRODUCTION: applicable to the Fire Battalion Chief classification

SECTION 1. RECOGNITION – applicable to the Fire Battalion Chief classification

SECTION 2. LIMITATION OF EFFECT - applicable to the Fire Battalion Chief classification

SECTION 3. HEALTH AND WELFARE – Sections 3.1 through 3.5 are applicable to the Fire Battalion Chief classification.

Section 3.6 – applicable to the Fire Battalion Chief classification. City will provide Long Term Disability to the classification of Fire Battalion Chief.

Section 3.7 – does not apply. Fire Battalion Chiefs will continue to receive annual physical as part of the fire department program (reference section later in this side letter).

Section 3.8 – applicable to the Fire Battalion Chief classification (in same manner as to sworn staff)

Section 3.9 through Section 3.12 - applicable to the Fire Battalion Chief classification

Section 3.13 – IRC Section 125 Plan – applicable to the Fire Battalion Chief classification. For remainder of current benefit year, retain amount of \$150 per month. Effective with new benefit plan year (January 1, 2016), match amount of PSA (\$125 per month).

Section 3.14 – not applicable to Fire Battalion Chief classification – Fire Department employees have access to the Fire Department workout room.

SECTION 4. RETIREE MEDICAL – applicable to the Fire Battalion Chief classification.

SECTION 5. SICK LEAVE – not applicable to Fire Battalion Chief classification. The following Sick Leave provision applies to Fire Battalion Chief:

5.1 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.

- 5.2 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.
- 5.3 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.
- 5.4 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 6. GRIEVANCES AND APPEALS FROM DISCIPLINARY ACTION – Applicable to the Fire Battalion Chief classification with revisions. Refer to Appendix B and Appendix C of this side letter for Grievance and Appeals from Disciplinary Action relative to the Fire Battalion Chief classification.

SECTION 7. NO STRIKE – applicable to the Fire Battalion Chief classification

SECTION 8. HOLIDAYS – not applicable to the Fire Battalion Chief classification. The following provisions apply to Fire Battalion Chief:

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:

Fire Battalion Chief

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: $(12.2\text{hours} * 12\text{holidays})/2912 = 4.62\%$. These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(5).

8.3 Holiday 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. P.O.S.T. CERTIFICATE PAY, EDUCATION/INCENTIVE PAY, AND BILINGUAL PAY – not applicable to the Fire Battalion Chief classification. The following provision is applicable to Fire Battalion Chief:

9.1 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.

9.2 Unit members covered by this MOU 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.

9.3 To be eligible to receive Educational Incentive Pay under Sections 9.1 or 9.2, 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.

- 9.4 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 10. TUITION REIMBURSEMENT – not applicable to the Fire Battalion Chief classification. The following provision applies to Fire Battalion Chief:

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 Master's Degree in Fire Science, Business Administration, or Public Administration. The City provides this benefit for one degree program at each level, per employee (i.e; employee eligible for reimbursement of classes towards a BS degree, and then a Master's, but not a secondary BS). 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 11. SUPPORT DIVISION APPOINTMENTS – not applicable to the Fire Battalion Chief classification.

SECTION 12. SALARIES – not applicable to the Fire Battalion Chief classification. The following provision applies to Fire Battalion Chief:

- 12.1 **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 17.2 of this side letter.
- 12.2 **Ranges** - The salary range for Fire Battalion Chief classification is listed in Appendix D of this side letter.
- 12.3 **Longevity Pay** – Effective the pay period that includes October 1, 2014, merit pay under Section 14.5 in the prior Firemens Association 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 Side Letter Agreement in the Sections listed below.

Section 5.2 - Pay for Unused Sick Leave
Section 8.3 – Holiday Pay Calculation
Section 9.1 and 9.2 – Education Incentive Pay
Section 13.9 – Vacation Payout Rate
Section 28 – Awards Leave

Longevity Pay will not be considered when calculating salary increases under Section 12.1.

12.4 Deferred Compensation

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.

12.5 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 13. VACATION LEAVE – not applicable to Fire Battalion Chief classification. The following provisions apply to Fire Battalion Chief:

- 13.1 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) department member per shift to be on vacation at all times subject to provisions of Section 13.
- 13.2 Accrual – Fire Battalion Chiefs 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.

- 13.3 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.
- 13.3 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.
- 13.4 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 13.9.

- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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 13.9. The minimum number of hours that can be sold back at any one time is twenty-four (24) hours.
- 13.9 Vacation Pay Out Rate – Vacation paid out in accordance with Sections 13.4 and 13.8 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 14. UNIFORMS – not applicable to Fire Battalion Chief classification. The following provision applies to Fire Battalion Chief:

- 14.1 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>
Fire Battalion Chief	\$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.

- 14.2 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.
- 14.3 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 15. COMPENSATORY TIME – not applicable to Fire Battalion Chief. The following provision is applicable to Fire Battalion Chief:

15.1 At such time as an FLSA non-exempt employee is promoted to an exempt classification, any compensatory time hours accrued by the employee will be paid out at the pay rate in effect prior to effective date of the promotion.

15.2 Compensation for Shift Hours

As an FLSA non-exempt position, Fire Battalion Chiefs are ineligible for FLSA overtime. Exempt employees are expected, as a function of being in a management position, to work the hours needed to complete the duties of their job which may include staying late at the end of a shift, attending meetings on days off, responding to phone calls or emails on days off, etc. However, in the event that a Fire Battalion Chief works an extra work shift to provide management coverage when the scheduled Fire Battalion Chief is unavailable to work (due to scheduled time off, calling in sick, or other qualifying absence as determined at the discretion of the Fire Chief), the Fire Battalion Chief working the extra shift will be paid straight time for those hours worked. This may include a partial shift of at least 12 hours.

SECTION 16. ADMINISTRATIVE LEAVE – applicable to the Fire Battalion Chief classification with the following additional provision: Fire Battalion Chief classification shall receive forty-eight (48) hours of administrative leave each calendar year. As defined in the City program, leave is granted at the beginning of the calendar year and is eligible for use throughout the year. Leave hours have no cash value and are not paid out if unused.

SECTION 17. RETIREMENT PLAN – not applicable to the Fire Battalion Chief classification. The following provision applies to Fire Battalion Chief:

17.1 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.

17.2 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 17.2.a. shall mean the single highest year of pensionable compensation.

Each employee covered by this Section 17.2.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 17.2.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 17.2.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 17.2.b. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Each employee covered by this Section 17.2.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 17.2.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 17.2.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 17.2.c. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Each employee covered by this Section 17.2.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 17.2.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 17.2.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 17.2.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 17.2.d. shall pay, through payroll deductions, fifty percent (50%) of normal costs.

17.3 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.

17.4 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 17. 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 18. PAY FOR CALL-BACK AND COURT TIME FOR NON-EXEMPT CLASSIFICATION – not applicable to the Fire Battalion Chief classification.

SECTION 19. ALTERNATE ASSIGNMENTS – not applicable to the Fire Battalion Chief classification.

SECTION 20. PERSONNEL ASSIGNMENTS – not applicable to the Fire Battalion Chief classification.
The following provisions apply to Fire Battalion Chief:

20.1 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.

20.2 Work Hours – The normal work shift for all Firefighter, Firefighter/Paramedics, Fire Engineer, Fire Engineer/Paramedic, Fire Captain, Fire Captain/Paramedic. 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.

Fire Battalion Chief – the first twelve months upon filling this new classification, the work schedule will be one twenty-four (24) hour shift on, one twenty-four (24) shift off, one 24 hour shift on, one 24 hour shift off, one 24 hour shift on, followed by four 24 hour shifts off (ninety-six (96) hours off). This schedule will revert to the 48/96 hour shift schedule after each initial Fire Battalion Chief completes probation.

Applicable to 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.

SECTION 21. RESIDENCY RESPONSE TIME – not applicable to Fire Battalion Chief.

SECTION 22. NICOTINE USE RESTRICTIONS – not applicable to Fire Battalion Chief classification.
The following provision applies to Fire Battalion Chief:

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 23. ANTI-NEPOTISM – applicable to the Fire Battalion Chief classification.

SECTION 24. SAVINGS PROVISION - applicable to the Fire Battalion Chief classification

SECTION 25. ASSOCIATION/CITY BUSINESS - applicable to the Fire Battalion Chief classification

SECTION 26. BEREAVEMENT LEAVE – applicable to the Fire Battalion Chief classification with the provision being or up to fifty-six (56) hours per year, per employee (rather than forty hours). In no event will an employee be eligible to receive more than a total of 56 hours per calendar year for bereavement leave.

SECTION 27. REOPENERS - applicable to the Fire Battalion Chief classification

THE FOLLOWING ADDITIONAL SECTIONS APPLY ONLY TO FIRE BATTALION CHIEF CLASSIFICATION.

SECTION 28. 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 29. 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 30. 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. Requests for time off will be granted at the Fire Chief's discretion.

SECTION 31. RANK-FOR-RANK SHIFT TRADES

Shift trades (two employees of the same rank trading shift assignments within that same rank without additional compensation) shall be on a rank-for-rank basis. Such trades shall continue to be subject to the authorization of the Fire Chief.

SECTION 32. RECRUITING

For filling vacancies in the classification of Fire Battalion Chief, promotional recruitments versus open recruitments will be conducted at the discretion of the Fire Chief. The City shall determine the method for testing and the selection method. In the event of the need for an "Acting Fire Battalion Chief", the Fire Chief will utilize personnel on the promotional list or those that have successfully completed the Battalion Chief task book.

SECTION 33. LICENSING

The City will pay for the renewal testing of a Class B/Firefighter Endorsement license.

SECTION 34. ELIGIBILITY FOR STEP INCREASES

The eligibility for step increases is based on passing of appropriate step testing as well as receipt of a satisfactory performance evaluation.

SECTION 35. 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 Fire Battalion Chief classification would be laid off first, total City seniority from 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 fire service in which he/she previously held permanent status or to any class in which he/she meets the minimum qualifications within the fire service. 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.

35.1 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.

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 36. PERSONNEL BIDDING FOR STATIONS

The Fire Chief has the right to deviate from this section for the proper operation of the Department. Each October, Fire Battalion Chiefs shall bid shifts for a 12 consecutive month period of time.

SECTION 37. STAFFING

Minimum staffing for the department is eight (8) emergency response personnel inclusive of command staff Battalion Chief (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.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding this ____ day of _____, 2015.

POLICE SUPERVISORS
ASSOCIATION

CITY OF SOUTH LAKE TAHOE

BY _____

BY _____

BY _____

BY _____

APPENDIX A

This side letter to the Police Supervisors Association Memorandum of Understanding applies to the following classification:

Fire Battalion Chief

APPENDIX B. GRIEVANCES

Applicable to the Fire Battalion Chief classification with the following changes:

Section 4. TIME LIMITS

Add following wording: "The term "working day" shall mean a regular 40 hour workweek day of Monday through Friday."

Section 5. Step III – Police Chief is replaced with Fire Chief for purposes of this classification.

Section 5. Step V – Hearing Board shall be made up of 3 members rather than 5 and selected as follows:

- One (1) member selected by the grievant;
- One (1) member selected by the City;
- One (1) person from the community mutually agreed upon by the grievant and the City. Absent a mutually agreed upon individual, a list shall be requested from the California State Mediation and Conciliation Service of seven names. The parties will alternatively strike names, starting with the Grievant, until one name is left on the list.

APPENDIX C. DISCIPLINARY APPEALS PROCEDURES

Applicable to the Fire Battalion Chief classification with the following changes:

Section 1 – APPLICATION

Add following wording: "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

Replace "three (3) working days" with "36 hours"

Section 3 – REPRESENTATION/NO REPRISAL

Replace "three (3) working days" with "36 hours"

Section 4 – TIME LIMITS

The term "submit to" as used in this procedure, for shift personnel, 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 PROCEDURES

Replace "three (3) working days" with "36 hours"

Replace "Police Commander" with "Supervisor"

Replace "Police Chief" with "Fire Chief"

Section 6 – POST ACTION APPEAL; B. Hearing Board shall be made up of 3 members rather than 5 and selected as follows:

- One (1) member selected by the grievant;
- One (1) member selected by the City;
- One (1) person from the community mutually agreed upon by the grievant and the City. Absent a mutually agreed upon individual, a list shall be requested from the California State Mediation and Conciliation Service of seven names. The parties will alternatively strike names, starting with the Grievant, until one name is left on the list.

APPENDIX D

Fire Battalion Chief – 56 hour work week – 2912 annual hours

	Hourly	Monthly*
Step 1	\$31.84	\$7,728
Step 2	\$33.43	\$8,114
Step 3	\$35.11	\$8,520
Step 4	\$36.86	\$8,946
Step 5	\$38.70	\$9,393
Step 6	\$40.25	\$9,769

**As of October 20, 2015, rounding in system may result in slight differences*