

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL FIREFIGHTERS' ASSOCIATION

I.A.F.F., LOCAL 1775

JULY 1, 2008 - JUNE 30, 2011

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LIST OF EXHIBITS

- Exhibit A Salary Schedules for July 1, 2008 – June 30, 2011
- Exhibit B San Rafael Firefighters' Association Represented Benchmark and Internal Relationships
- Exhibit C San Rafael Fire Department Drug and Alcohol Testing Policy and Procedures
- Exhibit D Firefighters Outside Employment Policy
- Exhibit E Memorandum from Liebert Cassidy Whitmore regarding Firefighters Memorandum of Understanding & Firefighters Bill of Rights
- Exhibit F Side Letter, Chief Officer Suppression Qualifications

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SAN RAFAEL FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 1775

The San Rafael Firefighters' Association, I.A.F.F., Local 1775, and representatives of the City of San Rafael have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Section 1, have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and the employer/employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the San Rafael City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2008 and ending June 30, 2011. When ratified by the City Council, this Memorandum of Understanding shall be binding upon the San Rafael Firefighters' Association, I.A.F.F., Local 1775, the employees it represents, and the City of San Rafael.

As used throughout this Memorandum of Understanding, the pronoun designations "he" or "his" is intended to be applicable to both the male and female gender.

1 GENERAL PROVISIONS

1.1 RECOGNITION

1.1.1 Association Recognition

The San Rafael Firefighters' Association, I.A.F.F., Local 1775, hereinafter referred to as the "Association" is the recognized employee organization, as defined by Government Code Section 3501, (b), for all employees in classifications represented by the Association, said classifications being set forth in Exhibit A.

1.1.2 City Recognition

The Municipal Employee Relations Officer of the City of San Rafael or any person or organization duly authorized by the Municipal Relations Officer, is the representative of the City of San Rafael, hereinafter referred to as the "City" in Employer-Employee relations, as provided in Resolution No. 12189 adopted by the City Council on February 5, 2007.

1.2 NON-DISCRIMINATION

1.2.1 In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual preference, marital status, medical condition or disability.

Any employee who believes they are being discriminated against should refer to the City of San Rafael's Harassment Policy for the process of receiving an internal administrative review of their

complaint. This administrative procedure shall be used as the internal complaint procedure in lieu of the grievance procedure outlined in this MOU (Chapter 7).

1.2.2 Association Discrimination

No member, official, or representative of the Association shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation of the Association.

1.3 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and the Association agree to keep duplicate originals of this Memorandum on file in a readily accessible location available for inspection by any employee or member of the public upon request.

1.4 EXISTING LAWS, REGULATIONS & POLICIES

This Memorandum is subject to all applicable laws.

1.5 STRIKES & LOCKOUTS

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees, and the Association agrees that it will not agree to, encourage, or approve any strike or slow down growing out of any dispute relating to the terms of this Agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.

1.6 SEVERABILITY

If any article, paragraph or section of this Memorandum shall be held to be invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall, if possible, enter into meet and confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

1.7 FULL UNDERSTANDING, MODIFICATION, WAIVER

1.7.1 Joint Representation

The parties jointly represent to the City Council that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

1.7.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring for a proposed Memorandum of Understanding between the parties to be effective on or after July 1, 2011.

1.7.3 Effective Dates

This Agreement will be in effect from July 1, 2008 through June 30, 2011. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other, in writing, at least sixty (60) days prior to the annual anniversary of the above date that it

desires to modify the Memorandum. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

2 MMBA

2.1 ASSOCIATION RIGHTS

2.1.1 Advance Notice of Change

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, and any Board or Commission, or any Department and the Association shall be given the opportunity to meet and confer with the City and Representatives prior to adoption. In cases of emergency, when the City Council determines that an ordinance, rule, policy, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet and confer at the earliest practical time following the adoption of such ordinance, rule, policy, resolution or regulation. A copy of any such ordinance, rule, policy, resolution or regulation shall be provided to the association together with the notice required by this Section, whenever possible.

2.1.2 Dues Deduction

Payroll deduction for membership dues shall be granted by the City to the Association.

The following procedures shall be observed in the withholding of employee earnings:

1. Payroll deductions shall be for a specified amount in uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deductions shall be made only upon the employees' written authorization.
2. Authorization, cancellation or modifications of payroll deduction shall be made upon forms provided or approved by the City Manager or his/her designee. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager or his/her designee. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the classification to which such employees are assigned.
3. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
4. The employees earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period.
5. In the case of an employee who is in a non-pay status during a part of the pay period, if the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other required deductions have priority over the employee organization deduction.
6. The Association shall file with the City an indemnity statement wherein the Association shall indemnify, defend, and hold the City harmless against any claim made and against

any suit initiated against the City on account of check-off of Association dues, assessments and other payments to the Association. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.1.3 Release Time

The City shall allow a reasonable number of Association representatives who are official representatives of the Association be given time off without loss of compensation or other benefits when formally meeting and conferring with representatives of this City on matters within the scope of representation. One hundred forty-four (144) hours per calendar year shall be provided for union release time, apart from MMB activity, with ten days advance notice and approval of the Fire Chief. Once approved, hours will be deducted from this total on an hour for hour basis per representative. Except by mutual agreement, the number of Association representatives excused for such purposes shall not exceed three (3) at any one time, per the approval process outlined above.

2.1.4 Association Access to Work Locations

Reasonable access to employee work locations shall be granted to officers of the Association and officially designated representatives of the Association for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation, which are to be discussed with City representatives. Access may be restricted so as not to interfere with the normal operations of Department or with established safety or security requirements.

2.1.5 Association Office Space

The Association shall be allowed office space on City property at a mutually agreed upon location, with telephone service maintained at the expense of the Association.

2.1.6 Conduct of Business

Consultations between the City and the Association, for discussion of grievances and for negotiations between the City and Association representatives normally will be conducted during regular working hours. Association representatives who are on duty will be allowed to participate in such meetings.

Association officers are authorized reasonable time during on-duty hours to process employee complaints or grievances, and to conduct negotiations with management at the local level.

2.1.7 Association Meetings

The Association shall be able to use Fire Department facilities for meetings provided space and time are available. All meetings using Fire Department facilities must have prior approval of the Fire Chief or his/her designee. Employees and companies normally covering the first in district where any such meeting is being held will be allowed to attend provided they remain ready and available to perform their duties. Association officers and employees who have business to present at the meeting, but are assigned to other stations will be allowed to attend meetings. Arrangements for this purpose will be the same as routine department cover-ins, provided that the Association and Duty Chief both determine the resulting coverage meets acceptable emergency response safety standards.

2.1.8 Association Orientation of New Employees

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, the City will inform the employee, as soon

as possible, of the terms and provisions of this Memorandum of Understanding and will provide said employee with a copy of the current Memorandum of Understanding. The City shall make available two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association.

2.2 MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy.
2. To determine the existence of facts which are the basis of the management decision.
3. To determine the necessity of any organization or any service or activity conducted by the City and expand or diminish services.
4. To determine the nature, manner, means, technology and extent of services to be provided to the public.
5. Methods of financing.
6. Types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
10. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
11. To establish and modify organizational productivity and performance programs and standards.
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations, the Firefighters Procedural Bill of Rights and this Memorandum of Understanding.
13. To determine job classifications and to reclassify employees.
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Rules and Regulations.
15. To determine policies, procedure and standards for selection, training and promotion of employees.
16. To establish employee performance standards including but not limited to, quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in its facilities and operations.
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
19. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and Association agree and understand that if, in the exercise of any of the rights set forth above, the effect of said exercise of rights by the City impacts an area within the scope of representation as set forth in the Meyers/Milias/Brown Act, case law interpreting said act, and/or Federal law, the City shall have the duty to meet and confer with the Association regarding the impact of its decision/exercise of rights.

3 COMPENSATION

3.1 TOTAL COMPENSATION

3.1.1 Salary Increases

See Exhibit A for salary tables that reflect the salary increases as set forth below. Bargaining unit employees shall receive salary increases in base salary as outlined below:

	July 1, 2008	July 1, 2009	July 1, 2010
Fire Captains (without Paramedic Certification on July 1, 2008)	5.00%	3.00%	3.00%
Fire Engineers (without Paramedic Certification on July 1, 2008)	5.00%	3.70%	5.25%
Firefighters	5.00%	3.00%	1.50%
Fire Mechanics	0.00%	0.00%	0.00%
Fire Dispatchers	0.00%	0.00%	0.00%

Effective July 1, 2008 the Paramedic Incentive will be eliminated for Captains and Engineers. Captains and Engineers who hold a Paramedic Certification on July 1, 2008 will receive the following salary increases in lieu of those stated above:

	July 1, 2008	July 1, 2009	July 1, 2010
Fire Captains (Paramedic)	\$651.89/month	0.30%	3.00%
Fire Engineers (Paramedic)	\$651.89/month	0.00%	5.25%

Effective July 1, 2008, salary adjustments for Fire Dispatchers will no longer be tied to the position of Firefighter and will be based on the City's ability to pay and labor market comparison of Fire Dispatch positions.

Future salary adjustments for Fire Mechanics will be based on labor market comparisons of Fire Mechanic positions that perform similar duties of the City's Fire Mechanic.

Effective July 1, 2008, the Fire Captain Specialist salary will be set at 5% above the Fire Captain salary (see Exhibit B).

3.1.2 Compensation Goal & Definitions

It is the goal of the City Council to try to achieve a total compensation package for all employees represented by the Association in an amount equal to the following:

1. The average, plus one dollar, of the total compensation paid to the same or similar classifications in the following ten (10) cities/districts: Alameda, Alameda County,

Fairfield, Hayward, Napa, Novato Fire District, Santa Rosa, Sausalito, South San Francisco, and Vallejo; AND,

2. The highest total compensation paid to the same or similar classifications in agencies in Marin County.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, EMT pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

3.1.3 Compensation Surveys

To measure progress towards the above-stated goal, the City will survey the benchmark position as identified in Exhibit B and included as part of this MOU in September of each year of this contract. However, if General Tax Revenues as defined in Section 3.2.2 have not increased over the prior fiscal year, then the City and Association will not complete the compensation survey unless it is the final year of this Agreement.

Identified benchmark positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the benchmark position is identified by the survey agency as having similar job duties, qualifications, class and grade compared to the Association's benchmark position. The City and the Association may identify other city/agency positions to be included in San Rafael's compensation survey upon similar duties, qualifications, class and grade to those set out in Exhibit B of this MOU.

Survey data will include all salary and benefit increases, as defined in 'total compensation', in place or to be effective no later than September 1 of that same year, for the purpose of applying the excess General Tax Revenues, if any, described in this chapter. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

3.2 REVENUE SHARING

3.2.1 Conditions for Revenue Sharing

Employees in the bargaining unit positions defined in this MOU shall receive Revenue Sharing Increases, in accordance with the schedule in Section 3.2.3, in addition to the base salary increases, if the following conditions are met:

- a. If the total compensation goal, as outlined in Section 3.1.2 has not been reached, **and**,
- b. If growth in General Tax Revenues, as defined in Section 3.2.2, have resulted in revenues being available for distribution, **and**,
- c. The "net change in General Fund Balance", as presented in the previous year's City annual audit, is positive.

If the above three conditions are met, then a Revenue Sharing salary increase shall be paid prospectively, in accordance with the schedule in Section 3.2.3 and calculation in Section 3.2.2.

In no event will total compensation increases available through the revenue sharing provisions of this contract and provided for bargaining unit employees cause the benchmark positions to exceed the stated 'total compensation' goal. All related classifications shall receive the same increases as those received by their assigned benchmark position.

3.2.2 Revenue Definitions & Revenue Sharing Calculations

General Tax Revenues shall be defined for this Chapter of the Memorandum of Understanding to include the following taxes: Sales Tax, Property Tax (Secured, Unsecured and Unitary), Motor Vehicle License Fees, Property Transfer Tax, Hotel Occupancy Tax, Business License Tax and Franchise Fees. No other revenue sources of the City will be included in this definition.

The City will complete the calculation of the General Tax Revenues in accordance with the schedule in Section 3.2.3. If General Tax Revenues have not increased over the prior fiscal year, then the City and Association will not complete the compensation survey as outlined in Section 3.1.3, unless it is the final year of this Agreement.

If total compensation of the top step benchmark positions has not reached the stated goal, then bargaining unit employees shall be entitled to a revenue sharing increase, subject to the conditions set forth in Section 3.2.1. However, if the increase would cause the benchmark position total compensation to exceed the stated goal, then only that percentage needed to reach the goal for the benchmark position will be applied to all related classifications.

- a. **Fiscal Year 2008/2009 Revenue Sharing Increase.** If General Tax Revenues of the City for fiscal year 2007-2008 exceed General Tax Revenues of the City for fiscal year 2006-2007 as adjusted by 75% of the total compensation increases provided for fiscal year 2007-2008, then the members of the bargaining unit shall be entitled to apply 20% of one-half (1/2) of the excess of fiscal year 2007-2008 General Tax Revenues over fiscal year 2006-2007 General Tax Revenues adjusted for 75% of the total compensation increases provided to members in fiscal year 2007-2008, for a salary increase.
- b. **Fiscal Year 2009/2010 Revenue Sharing Increase.** If General Tax Revenues of the City for fiscal year 2008-2009 exceed General Tax Revenues of the City for fiscal year 2007-2008 as adjusted by 75% of the total compensation increases provided for fiscal year 2008-2009, then the members of the bargaining unit shall be entitled to apply 20% of one-half (1/2) of the excess of fiscal year 2008-2009 General Tax Revenues over fiscal year 2007-2008 General Tax Revenues adjusted for 75% of the total compensation increases provided to members in fiscal year 2008-2009, for a salary increase.
- c. **Fiscal Year 2010/2011 Revenue Sharing Increase.** If General Tax Revenues of the City for fiscal year 2009-2010 exceed General Tax Revenues of the City for fiscal year 2008-2009 as adjusted by 75% of the total compensation increases provided for fiscal year 2009-2010, then the members of the bargaining unit shall be entitled to apply 20% of one-half (1/2) of the excess of fiscal year 2009-2010 General Tax Revenues over fiscal year 2008-2009 General Tax Revenues adjusted for 75% of the total compensation increases provided to members in fiscal year 2009-2010, for a salary increase.

3.2.3 Schedule

September 7th- General Tax Revenues. The City shall make known to the Association if General Tax Revenues have grown from the prior fiscal year on September 7th of each year of this contract. If no growth in General Tax Revenues has taken place, there shall be no Revenue Sharing for that fiscal year of the contract.

November 1st - Net Change in General Fund Balance. By November 1st of each year, the City shall make known to the Association whether there is a positive change in the General Fund Balance. If there is not, then no Revenue Sharing shall take place for that fiscal year

January 1st – Base Monthly Pay Increases. The January 1st pay period shall be the start date (for paycheck date of January 31st) for each Revenue Sharing Salary increase.

3.3 EDUCATIONAL INCENTIVE

To increase the educational level of the employees in the Fire Department, and to assist in the recruitment of public safety members into the fire service, the City shall pay an educational incentive in accordance with the following:

3.3.1 *Thirty (30) College Units Fire Science*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and have successfully completed 30 accredited college units of Fire Science or Fire Technology shall receive additional compensation amounting to 2.5% of their basic monthly salary.

3.3.2 *AA Degree Fire Science*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who possess an A.A. or A.S. degree in Fire Science or Fire Technology shall receive additional compensation amounting to 5% of their basic monthly salary.

3.3.3 *EMT I*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who have successfully completed and who maintain an EMT I certification, accredited by the State of California or State Fire Marshal's Office, shall receive an additional compensation amounting to 2.5% of their basic monthly salary. EMT I re-certification training shall be conducted on duty at times determined by the Fire Chief.

If an employee fails to maintain a valid EMT - 1, said employee shall lose their 2.5% incentive pay. All non-paramedic line employees hired on or after March 7, 1994 shall be required to possess and maintain a valid EMT - 1 certificate as a condition of employment.

3.3.4 *EMD*

Employees who have completed probation in the Fire Dispatcher classification and who have successfully completed and who maintain a Marin County approved E.M.D. certification shall receive an additional compensation amount equal to 2.5% of their basic monthly salary. This is provided in lieu of "3.3.3" but will not preclude the employee from receiving "3.3.3" if he/she has not yet successfully completed a Marin County approved E.M.D. certification. The City agrees to provide time to meet all E.M.D. requirements. It is agreed that an employee shall not receive more than one (1) emergency medical incentive of 2.5%.

EMD Recruitment - Both parties agree that individuals hired as Fire Dispatchers must successfully complete an Emergency Medical Dispatch program certified by Marin County within two (2) years of employment.

3.3.5 *Other Job Related Courses*

It is agreed that college course work other than those specified in "3.3.1." and "3.3.2." completed by non-safety members of the department may be deemed to be job-related by the Fire Chief to qualify for the 2.5% or 5.0% educational incentives. This is provided in lieu of "3.3.1." or "3.3.2." but will not preclude an employee from receiving "3.3.1." or "3.3.2." It is agreed that an employee shall receive not more than one (1) educational incentive. Educational incentive for non-safety members of the department shall not exceed 5.0% exclusive of EMT or EMD incentives.

3.4 OUT OF CLASS COMPENSATION

When safety employees work out of their normal classification, they will be compensated and governed by the following rules:

3.4.1 Firefighters

All firefighters with one and one-half (1.5) years or more of line service (line service is defined as active participation as a member of an Engine, Truck Company or Medic Unit working a standard 24 hour work schedule with the City of San Rafael Fire Department) who provide documentation which proves that they meet the eligibility requirements to take the Engineer's promotional examination are eligible to work out-of-class as an Engineer.

All firefighters with four (4) years or more of line service (line service is defined as active participation as a member of an Engine, Truck Company or Medic Unit working a standard 24 hour work schedule with the City of San Rafael Fire Department) who provide documentation which proves that they meet the eligibility requirements to take the Captain's promotional examination are eligible to work out-of-class as Captain.

When working out of class as Engineers or Captains, Firefighters will be paid the appropriate out-of-class compensation for each full shift completed in the out-of-class position. They will be paid at the same step as their regular position, i.e., Step A - Firefighter is paid at Step A, - Engineer or Step A - Captain.

3.4.2 Fire Engineers

All Engineers will perform in Acting Captain status as needed, and will be paid out-of-class compensation at the same step as their regular position, i.e., Step A - Engineer is paid at Step A - Captain. Engineers will be paid the out-of-class compensation for each full shift completed in the out-of-class position.

3.4.3 Fire Captains

All Fire Captains who meet the eligibility requirement to take the Battalion Chief-Operations promotional exam may work out of class as Battalion Chief-Operations. When working out of class as Battalion Chief-Operations, Captains will be paid the appropriate out-of-class compensation for each full shift completed. They will be paid at the same step as their regular position, i.e., Step C-Captain is paid at Step C-Battalion Chief-Operations.

3.4.4 Captain's Task Book

The Firefighters Association will work with the Fire Chief to establish a Captain's Task Book. A firefighter who has completed the Task Book will be considered qualified to work out of class as a Captain. When completed, the Task Book will replace the completion of Fire Command 1A and 1B in Section 6.4.2, Option 3.C.

3.5 SPECIALTY COMPENSATION

3.5.1 Paramedic Certification

1. Fire Captains and Engineers are not eligible for the Paramedic incentive. Firefighters who are Certified Paramedics shall receive the following incentives over and above their regular monthly salary:
 - a. A paramedic incentive equal to 10% of top step firefighter salary.
 - b. Fire Captains, Engineers and Firefighters are eligible for an A.C.L.S. incentive equal to 2.5% of their regular monthly salary in lieu of the E.M.T. incentive.

(Applicable only to those employees who have completed their first year of full-time service).

2. All fees and continuing education expenses associated with license maintenance will be reimbursed by the City upon verification of completion of the required training.
3. In the event that a Firefighter assigned to Paramedic duty wishes to discontinue his/her Paramedic assignment, both parties agree that he/she may be reassigned out of the Paramedic Program with a 90 day written notice of intent to the Fire Chief providing that current Paramedic staffing levels do not fall below 30. In the event that several paramedic firefighters intend to decertify from the program, selection to do so will be based on employee seniority by hiring date. At such time that any one Paramedic opts out when there is not a corresponding Firefighter vacancy the department will, at its discretion, operate the same number of ambulances by teaming a Paramedic with an EMT certified Firefighter, until full complement staffing returns.

3.5.2 *Paramedic Liaison*

The Paramedic liaison and Assistant Paramedic liaison will be selected by those individuals assigned Paramedic duty and will serve for a minimum of one (1) year and a maximum of two (2) years. The individual selected as the Paramedic Liaison will receive \$200.00 per month premium pay over and above his/her base monthly salary while serving in this capacity. The individual selected as the Assistant Paramedic liaison will receive \$100 per month premium pay over and above his/her base monthly salary while serving in this capacity.

3.5.3 *EMT / Ambulance Drivers*

EMT-1 drivers shall receive a ten-dollar (\$10.00) bonus for each shift, full or partial that they are assigned to drive either ambulance. Regular assignment to the paramedic unit as an EMT-1 shall be voluntary. Non-voluntary assignment to the paramedic unit as an EMT-1 shall be made to cover absence of members regularly assigned to the unit. Association members cannot refuse assignment to staff the paramedic ambulance.

3.5.4 *Third Paramedic Unit*

The Fire Department operates three paramedic ambulance units. Two full-time paramedic units will be staffed with two (2) Firefighter EMT-P. The "cross-staffed" paramedic unit will be staffed with a minimum of one (1) Firefighter EMT-P and one (1) EMT Captain, Engineer, or Firefighter. The cross-staffed unit operates from a fire station that will be decided by the Fire Chief in his discretion and may vary on different platoons. Captain or Engineer EMT-Ps may volunteer to staff a paramedic ambulance.

3.6 OTHER COMPENSATION

3.6.1 *Uniform Allowance*

Uniform members of the Fire Department shall receive a uniform allowance in the amount of \$212.50 at the completion of each six months of service ending June 1 and December 1. Uniform member employees shall receive a pro-rated amount during the first and last six months of service of \$35.42. Effective January 1, 2009 the City shall provide all new hire uniform members with 1 shirt and 1 pair of pants at the time of appointment. When needed, a maximum of 1 shirt and 1 pair of pants per year will be replaced by the City for all members. The uniform shall consist of workrite nomex pants and the workrite nomex uniform shirt. Fire Association members will be responsible for purchasing all other uniform related product with the uniform allowance provided. When uniform members leave employment, all shirts and pants will be returned to the department.

Fire administration will work with the Fire Association to identify 2 vendors for boot purchase. During odd numbered years, employees will be eligible for 1 pair of boots and will be responsible for any boot cost exceeding \$160.

3.6.2 Call-Back Pay

Employees covered by this Memorandum of Understanding shall be paid at a rate of time and one-half of the affected employee's regular hourly rate. Whenever an employee is asked to continue his/her work past the scheduled duty day or is called back to unscheduled duty by the Department. In such cases, a minimum of two hours callback pay shall be paid.

4 BENEFITS

4.1 JOINT BENEFITS COMMITTEE

Both parties agree to continue to utilize the Joint Benefits Committee for on-going review of benefit programs, cost containment, and cost savings options. The committee shall be made up of representatives of Miscellaneous, Supervisory, Police, Fire and Management employees

4.2 HEALTH & WELFARE

4.2.1 Health, Life, Accident & Disability Insurance

The following applies through December 31, 2009:

- A. The monthly contribution by the City towards the cost of each eligible employee's Health, Accident, Life and Disability insurance premiums is \$557.00/month.
- B. Selection must include the employee's basic health plan offered by the City, unless the employee can show proof of insurance; and the \$5,000 term life insurance policy offered by the City.
- C. Payback. On January 1, 2000 the cash option on the payback was eliminated. Instead, employees eligible for the full amount of the unused portion of the City's contribution toward group insurance premiums as stated in subsection 4.2.1 A would be required, within 60 days of eligibility, to enroll in one of the City's optional deferred compensation plans in order to receive this benefit. Failure to do so within the 60 day period would not eliminate the employee's opportunity, but the new effective date would be the month following enrollment and the employee would not be eligible for retroactive payments.
- D. Members of the Firefighters Association may choose to subscribe to a long term disability (LTD) plan other than that offered by the City as long as there is no cost to the City.
- E. Upon reasonable advance notice to the Association, the City shall have the option of either contracting with the Public Employees Retirement System (PERS) Health Benefits Division for health insurance or contracting directly with some or all of the providers of health insurance under the PERS program; provided, however, contracting directly with the providers shall not cause any material reduction in insurance benefits for active or retired employees from those benefits available under the PERS program; and provided further such contracting shall not cause a material increase in premiums for either the City or the employees. Should the City wish to exercise the option described above, they will meet and confer with the Association on the proposed change and its impact.

4.2.2 Full Flex Cafeteria Plan

Effective January 1, 2010 the City shall implement a full flex cafeteria plan for active employees in accordance with IRS Code Section 125. Active employees shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective January 1, 2010 shall be \$557 which includes the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution hereby referred to as the PEMHCA minimum contribution for an Employee, an Employee & One Dependent or an Employee & Two or More Dependents.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits such as medical, dental, vision, life and disability insurance coverage, taking flex dollars in the form of cash to contribute to a deferred compensation (457) plan, or any other benefits the City may offer from time to time, or may be converted to taxable income.

If an employee has health insurance coverage through a spouse/dependent or a former employer and provides proof of this coverage to the Human Resources Department, the employee may elect to waive the City's health insurance coverage and elect to use flex dollars in accordance with the terms of the cafeteria plan.

4.2.3 Retirees Health Insurance

Employees represented by the Association who retire from the Marin County Retirement System are subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans and are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

A. Longevity Payment for Employees hired on or before January 1, 2010

The City shall make a monthly longevity payment into a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section.

The City's monthly contribution to the Retiree HRA trust shall be the difference between the premium cost of coverage for any two party rate minus the PEMHCA minimum contribution. The City's total payment (PEMHCA minimum contribution plus cost of retiree premiums) shall not exceed \$557 per month. The City's contribution towards a retiree's Retiree HRA Trust account shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

B. Employees hired by the City on or after January 1, 2010 and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 4.2.3 B, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City.

4.2.4 Contributions into a Retirees' HRA

For employees hired after January 1, 2010, the City shall contribute 2% of top step Firefighter salary into a Retiree HRA and the employee shall also contribute 2% of top step Firefighter salary into the same account. In the event an employee's salary is not sufficient to contribute the 2%, no City or employee contribution will be made until such time as the salary is able to make the contribution.

This contribution will occur each pay period beginning the month after the employee has been hired and will be open for negotiations at the end of the term of this contract.

4.2.5 *Deferred Compensation Plan*

Over the course of this Agreement, the City will provide up to two deferred compensation plan providers, as allowed under the Internal Revenue Code Section 457. Costs of the plan are solely the responsibility of employees. No City contributions are provided for employees, except under the Payback provision identified in subsection 4.2.1 C of this Memorandum of Understanding.

4.2.6 *Flexible Spending Account (125 Plan) for Health & Dependent Care Expenses Reimbursement*

The City will continue to offer a Flexible Spending Account (Section 125 Plan) pursuant to the IRS Code. Flexible Spending Accounts offered by the City include:

- a. Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2006 at IRS Code limit, not to exceed \$5,000. Employees are responsible to pay the monthly administrative fee and any increase established by the third party administrator. Employees must have passed initial probation period on or before the December 31st prior to each enrollment calendar year (example: employee must have successfully completed this probation by 12/31/08 in order to enroll for calendar year 2009).
- b. Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000 for calendar year 2006). Employees are responsible to pay the monthly administrative fee and any increase established by the third party administrator.
- c. Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

The City shall establish an annual enrollment period for the Flexible Spending Account and each employee must re-enroll if he/she wishes to participate in the FSA for the following calendar year. The City shall have the authority to implement changes to the FSA programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.3 DENTAL PLAN

4.3.1 *Dental Plan*

- a. The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20 cost sharing after deductible) per calendar year per person, with a \$75 deductible limit per family; and orthodontic care (50/50 cost sharing).
- b. The dental plan shall provide for an 80/20 cost sharing for basic services such as casts, crowns and restorations. Major services such as bridgework and dentures are covered using a 50/50 cost sharing formula.
- c. The City will pay the entire premium cost for such a dental plan and shall pay the entire cost for any premium rate increases occurring during the term of this agreement.
- d. The calendar year benefit for each eligible, enrolled member is \$1,500 per calendar year. Orthodontic benefits remain unchanged, and are limited to those dependents up to the age of 19 and subject to a \$1,000 per person, per lifetime benefit.

4.4 RETIREMENT CONTRIBUTION

4.4.1 *City Paid Employee Retirement (City Paid Member Contribution)*

Bargaining unit members shall pay the full share of the employee's contribution to the Marin County Retirement System.

Member Cost of Living Rates. Bargaining unit members who are eligible to participate in the Marin County Employee Retirement Association will pay their full share of member's cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.4.2 *Retirement Plans*

On January 1, 2007, the City shall provide the Marin County Employee Retirement Association 3% at 55-retirement program to all safety members, as defined under the 1937 Act Government Code Section 31664, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans.

On January 1, 2007, the City shall provide the Marin County Employee Retirement Association 2.7% at 55-retirement program to all miscellaneous members, as defined under the 1937 Act Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans.

4.4.3 *Pension Costs*

Within the time period covered by this MOU, representatives of the City and the Firefighters Association will continue to meet on the subject of reducing pension cost.

5 LEAVES

5.1 SICK LEAVE

5.1.1 *Accrual*

Each eligible full-time employee working a 56 hour work week shall earn sick leave credits at the rate of twelve (12) hours per month. Represented employees working a 40 hour work week shall continue to earn sick leave credits at the rate of eight (8) hours per month.

All eligible full time employees shall earn sick leave credits at the rates specified above, commencing with the date of employment. Unused sick leave may be accumulated to any amount but a cap exists for payoff purposes (see Section 5.1.4). The sick leave accrual rate is prorated for eligible part time employees.

5.1.2 *Sick Leave Usage*

An employee eligible for sick leave with pay will be granted such leave with approval of the department head for the following purposes:

- a. Personal illness of the employee or illness within the immediate family (immediate family under subsection 5.1.2 a is defined as employee's spouse, dependent children and/or employee's parents, not in-laws) or physical incapacity of the employee resulting from causes beyond the employee's control; or
- b. Enforced quarantine of the employee in accordance with community health regulations; or
- c. In the event of a death or critical illness in the immediate family, an employee may, upon proper notification, be allowed to be granted an absence up to five (5) consecutive calendar days (combining duty and off duty days), using sick leave as needed during this

period of absence, for such a circumstance either in or out of state. Where such death or critical illness has occurred, the employee will be expected to furnish satisfactory evidence of the situation to the Fire Chief if requested. The employee may request, and on approval of the Department Head, receive additional sick leave hours off in the event of such a death or critical illness in the immediate family. The immediate family is defined as spouse, children, parents, grandparents, brothers or sisters.

Except that in a. and b. above, an employee may not use sick leave for a work related injury and/or illness once said employee has been determined permanent and stationary. The Association acknowledges the Fire Chief's right to investigate sick leave abuse.

5.1.3 Sick Leave Service Credit Option

Employees who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after July 1, 1999, and within 120 days of leaving City employment (excludes deferred retirement), shall receive employment service credit, for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours said employee is eligible to receive and elects to receive in compensation at the time of retirement, pursuant to Section 5.1.4 - Sick Leave Payoff).

5.1.4 Sick Leave Payoff upon Termination of Employment

Upon termination of employment by resignation, retirement or death, employees who leave the municipal service in good standing shall receive compensation of all accumulated unused sick leave, based upon the rate of two percent (2%) of each year of service to a maximum of fifty percent (50%). The maximum accrual limits for sick leave payoff purposes are 1,200 hours for employees working a 40 hour work week and 1,680 hours for employees working a 56 hour work week. Sick leave payoff would be subject to a maximum of 600 hours for 40 hour per week employees and 840 hours for 56 hour per week employees, subject to the 2% per year formula noted above.

5.2 VACATION LEAVE

5.2.1 Policy Statement

Four (4) members per shift shall be allowed off on vacation during all days of the calendar year except for those sets of shifts containing a designated holiday as defined in Section 5.4.1 and including December 24th and 31st. For sets of shifts containing a holiday, three (3) members shall be allowed off on vacation. Vacation shall be administered in accordance with current Fire Department policy, which is incorporated into this MOU by reference of this statement.

5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full time employee (part time regular are prorated) shall accrue vacation at the rate shown in the charts below:

For 40 hour per week employees

MONTHS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
0 – 35 months	10 days or 80 hours	3.33 hours
36 – 119 months	15 days or	5.0 hours

	120 hours	
120 – 179 months	20 days or 160 hours	6.66 hours
180+ months.	25 days or 200 hours	8.34 hours

For 56 hour per week employees

MONTHS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
0 – 35 months	5 shifts or 120 hours	5.0 hours
36 – 119 months	7.5 shifts or 180 hours	7.5 hours
120 – 179 months	10.0 shifts or 240 hours	10 hours
180+	12.5 shifts or 300 hours	12.5 hours

5.2.3 Vacation Accrual Cap

During each calendar year employees will be limited (capped) in the number of vacation hours they can accrue.

No employee may accrue more than 250 hours for 40 hour per week employees and 396 hours for 56 hour per week employees. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

Employees may, for special situations, i.e., extended medical leave, request an increase in their cap. Each request will need to be in writing, submitted through the department, and received the approval of the Fire Chief and the City Manager. Such requests would be reviewed on a case-by-case basis and would be evaluated based on the reason for the request and be consistent with the provisions of the MOU. This additional vacation accrual could not exceed one-half of the employee's regular annual vacation accrual. In no case would the addition of vacation accrual over the cap be extended beyond one additional year.

In the event that one or more City holidays falls within an annual vacation leave, such holidays shall not be charged as vacation leave, unless the employee is on a schedule to be paid for designated holidays in lieu of days off.

Upon termination, an employee shall be compensated in cash at his/her current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap, provided that the employee has successfully completed his/her initial probationary period.

5.2.4 Vacation Accrual when on 4850 Leave

While on 4850 leave, if an employee exceeds the maximum vacation accrual (250 for 40 hours/week employees or 396 for 56 hours/week employees) he/she will be bought down to 200

vacation hours for 40 hour employees and 300 vacation hours for 56 hour employees. This buy-down will occur when the employee returns to regular duty and will be documented via a Personnel Action Report (PAR). The buy-down will not prevent employees from participating in the vacation conversion program or the vacation cash in program. Once the employee's hours have been bought down the employee will then continue to accrue vacation hours at their regular rate.

5.2.5 *Vacation Cash-In*

Any represented employee with at least twenty (20) years of continuous service in the San Rafael Fire Department shall have an opportunity to cash in up to a maximum of 144 hours of accrued, unused vacation time. The affected employees may only exercise this option one time during their San Rafael Fire Department career, regardless of the total number of hours requested for this vacation cash in option. Funding source for these requests shall first come from available revenue sharing dollars and then other appropriate General Fund accounts.

5.2.6 *Vacation Conversion*

An employee is eligible to request a conversion of vacation time to a cash payment in May or November in any fiscal year in accordance with the following:

- a. A 40 hour per week employee who has taken at least ten (10) days of vacation in the preceding twelve (12) months and has accrued vacation during that time may request up to seven days of vacation conversion.
- b. A 56 hour per week employee who has taken at least four (4) shifts of vacation in the preceding twelve (12) months and has accrued vacation during that time may request up to five shifts of vacation conversion.

Such requests may be granted at the discretion of the City Manager and shall not conflict with Section 5.2.5.

5.2.7 *Vacation Relief*

Beginning January 2005, the City converted to the constant staffing model and was no longer hiring vacation relief positions. Should the City wish to return to using vacation relief, following meeting and conferring with the Firefighter's Association on the implementation of such change, primary selection for vacation relief will occur annually and will be voluntary based on seniority (those employees in the Firefighter job class with the most seniority in the Fire Department will have the first opportunity to sign up for vacation relief.

If through the above reference voluntary selection process the department is unable to identify an adequate number of firefighters for this annual assignment employees will be assigned by the department using a least senior (seniority within the Fire Department) procedure.

Employees volunteering and/or being assigned to the vacation relief assignment must have completed two years with the San Rafael Fire Department as a safety member. At no time will there be more than two (2) Firefighter/Paramedics per shift assigned to Vacation Relief.

Those employees assigned to this annual vacation relief assignment shall be paid \$125.00 per month.

No employee shall serve more than three (3) consecutive years on vacation relief. After three (3) years of not serving on vacation relief, such employee may then work up to three (3) consecutive years on vacation relief.

5.3 LEAVE CONVERSION TO HOUR FOR HOUR

5.3.1 *Accrued Balance Conversion*

On January 1, 1995, each employee covered by this Memorandum of Understanding working a regularly scheduled 56 hour work week had their current balances of accrued sick leave hours and accrued vacation leave hours multiplied by a factor of 1.5. The resulting figures then became each employee's new accrued balances of sick and vacation leave.

5.3.2 *Sick and Vacation Leave Usage*

Each employee covered by this Memorandum of Understanding shall have one (1) hour of sick leave or one (1) hour of vacation leave, as appropriate, deducted from their accrued balance for each hour of leave used during any reportable 24 hour period.

5.3.3 *Hourly Rate for Leave Payoff*

Effective with the conversion to hour for hour reporting, the hourly rate used for leave payoff purposes shall be based on 2080 annual work hours for represented job classes working a 40 hour work week and 2912 annual work hours for represented job classes working a 56 hour work week.

5.4 HOLIDAYS

5.4.1 *Days Observed*

Employees covered under this Memorandum of Understanding shall be entitled to the following holidays:

January 1 st	New Year's Day
Third Monday in January	Martin Luther King Day
February 12 th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
March 31 st	Cesar Chavez Birthday
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
September 9 th	Admission Day
As observed by the City of San Rafael	Veteran's Day
As observed by the City of San Rafael	Thanksgiving Day
As observed by the City of San Rafael	Day after Thanksgiving
December 25 th	Christmas Day

5.4.2 *Holiday Pay*

All 56 hour a week shift employees covered under this Memorandum of Understanding are entitled to additional straight time compensation for every holiday given in Section 5.4.1 above. Said compensation shall be paid twice each year on the first pay period of December and the first pay period of June. Holiday pay formula will be based on a 56 hour work week (2,912 hour year for calculating the hourly rate for a twelve hour day).

All 40 hour week shift employees covered under this Memorandum of Understanding are entitled to the aforementioned holidays off or shall be paid in addition to their regular salary for the number of hours worked during such a day at the rate of straight time based on their standard hourly rates.

5.4.3 *Holiday Routine*

In addition to the emergency responses, the holiday routine shall consist only of the normal daily emergency preparedness, routine maintenance of facilities and equipment and the related administrative work. Employees assigned to work on holidays shall observe the holiday routine.

5.5 OTHER LEAVE

5.5.1 *Court Appearance*

Employees required to appear in court or other official hearings shall be granted a leave of absence with pay from their assigned duty until released by the Court. Employees required to appear in Court or other official hearings other than during their regular tour of duty shall receive a minimum of four (4) hours pay at the overtime rate and shall appear in Class A uniform. The Fire Department, when informed, shall provide appearance information for the employees. This information shall be made available, if known, by 6:00 p.m. on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for calling the dispatcher after 6:00 p.m.

5.5.2 *Jury Duty*

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duty until released by the court. The employee shall notify his/her employer in advance when summoned for jury duty. If the employee is a shift employee and is selected to serve on a jury, said employee shall not be required to perform duty during non court hours until released by the court.

5.5.3 *Military Leave*

Military leave as defined in State law shall be granted to any regular employee.

All employees entitled to Military Leave shall give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.5.4 *Workers' Compensation / Industrial Injury Leave*

Safety employees shall be governed by the provisions of Section 4850, et seq. of the Labor Code. Non safety employees shall be governed by applicable state law and City Rules and Regulations. Refer to Section 5.1.2. for qualifications regarding use of accrued sick leave.

5.5.5 *Family Medical Leave / California Family Rights Act*

Family leave shall be granted in accordance with the Federal FMLA of 1993 and the CFRA of 1991. Requests for Family leave are submitted to the Fire Chief for approval and reviewed by the Human Resources Director for consistency with the law prior to approval.

5.5.6 *Catastrophic Leave*

Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Catastrophic Leave Policy which is available on the City's Intranet website.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

All suppression employees and dispatchers covered by this Memorandum of Understanding shall work a fifty-six (56) hour work week with a three (3) platoon system. A work shift shall be defined as twenty-four (24) consecutive hours, commencing at 0800 and continuing through 0800 the following day. A set shall be defined as two twenty-four hour shifts worked consecutively.

6.1.1 *Work Schedule / Established Work Week*

Employees in this unit shall be assigned to either 40 hour work weeks or twenty-four hour shifts. All suppression employees and dispatchers work a fifty-six (56) hour work week in twenty-four (24) hour shifts within a twenty-four (24) day cycle as listed below (commonly referred to as the "2X4" schedule):

X = 24 hour on-duty period

0 = 24 hour off-duty period

Example: XX0000/XX0000/XX0000/XX0000

Fire prevention and dispatch personnel may work different schedules according to administrative needs. The work week will consist of 40 hours or 56 hours respectively.

Should a set fall on December 24th and 25th in any one calendar year, the shifts will revert to the Christmas Holiday schedule. (For example, December 22-C, December 23-C, December 24-A, December 25-A would be converted to December 22-C, December 23-A, December 24-C, December 25-A).

The 2 X 4 schedule shall not change the rules regarding use of sick leave. Employees should notify the Fire Department administration that sick leave use is needed according to current policy and before each 24-hour shift. It is acknowledged by all parties that if a Fire Captain, Fire Division Chief or Fire Battalion Chief determines that an employee is too fatigued to continue work said Officer is authorized to send the employee home on sick leave. Any employee working the suppression schedule described above may agree to transfer to prevention, training or other special assignment, subject to the approval of the Fire Chief. If transferred to the forty (40) hour work week in such a capacity outlined above, such employee shall receive five percent (5%) premium pay. The length of the transfer shall be two (2) years, but may be modified by mutual agreement between the employee and the Fire Chief.

6.1.2 *Shift Trade Policy*

To provide a mechanism which will enable Fire Department members to take a normally assigned work shift off without having to use vacation time, a shift trade policy has been implemented. Refer to Fire Department Policy 1-V-14.

The maximum annual allowable number of shift trades is 24 shifts (576 hours).

6.2 OVERTIME

6.2.1 *Overtime*

All employees covered by this Memorandum of Understanding shall be paid at the rate of time and one-half of their established hourly rate for time worked in excess of their regular forty (40) hour or fifty-six (56) hour work week. There shall be no compensatory time off; all overtime shall be paid overtime. Overtime shall be administered in accordance with the provisions of Policies and Procedures Manual 1-V-17, which is hereby incorporated by reference.

Effective December 1, 1994, dispatch personnel shall receive overtime pay in accordance with the provisions and calculated in the same manner as FLSA overtime for suppression personnel

(sleep and/or meal time is not subtracted from their hours worked for the purposes of calculating FLSA overtime).

6.2.2 *FLSA Overtime*

Overtime shall be calculated pursuant to the Fair Labor Standards Act.

6.3 EMD-CERTIFICATION

EMT-D certification is a requirement for each employee with a safety classification. The certification is to be conducted on duty, between the hours 0800 and 1700, and counted as a portion of the eight-hour routine duty day.

6.4 SELECTION PROCESS

6.4.1 *Promotional Recruitments*

Recruitments in the Firefighter series to the rank of Fire Engineer and Fire Captain shall be promotional. In the event that no qualified candidates are identified through the examination process, the position(s) will remain vacant and another promotional recruitment will begin as soon as feasible, as determined by the Fire Chief. This will continue until a qualified candidate is found. The City will strive to maintain active promotional lists to prepare for vacancies.

6.4.2 *Fire Captain Qualifications*

Option 1

- A. Four (4) years full time suppression experience in the Firefighter series.
- B. Associate Degree in Fire Science or Fire Technology.
- C. San Rafael Fire Department Engineer Certification or Engineer Rank.
- D. Completion of NWCG S-230 and S-290 curriculum.
- E. State Board of Fire Services Fire Officer Certification.

- or -

Option 2

- A. Five (5) years full time suppression experience in the Firefighter series.
- B. State Board of Fire Services Fire Officer Certification.
- C. San Rafael Fire Department Engineer Certification or Engineer rank.
- D. Completion of NWCG S-230 and S-290 curriculum.

- or -

Option 3

- A. Ten (10) years full time suppression experience in the Firefighter series.
- B. San Rafael Fire Department Engineer Certification or Engineer rank.
- C. Completion of Fire Command 1A and 1B or completion of the Acting Captain Taskbook.
- D. Completion of NWCG S-230 and S-290 curriculum.

For the purpose of definition, in 4.2., Firefighter series shall mean the following job classes: Firefighter, Fire Engineer and Fire Captain.

6.4.3 *Rule of Three*

Appointments made off of departmental promotional lists or open lists for Fire Department vacancies which have Fire Department employees on them require filling of vacancies from within the top three names on a certified list as follows:

1 opening = 3 candidates

- 2 openings = 4 candidates
- 3 openings = 5 candidates and etc.

The Human Resources Director may remove a name of an eligible employee from a list if he/she has been rejected or passed over three times by the appointing authority.

Nothing herein shall require use of a Rule of Three for entry-level selections, which shall be subject to a Rule of the List. Should the number of candidates fall below the stated number for the vacancy openings, the Human Resources Director may certify an eligibility list in accordance with the City's Personnel Rules and Regulations Section 6.6.

6.4.4 *Duration of Eligibility Lists*

Eligibility lists (entry level and promotional) shall remain in effect for twelve (12) months from the established date and can be extended by an additional six (6) months at the written request of the Fire Chief.

6.5 CAREER DEVELOPMENT PROGRAM

The San Rafael Firefighters Association agrees to conform to the Career Development Guidelines regarding Engineer Certification (Policy 1-V-10) and Firefighter (Policy 1-V-9) as revised January 1989 and said policy is hereby incorporated by reference.

6.6 PROBATIONARY PERIOD

6.6.1 *Purpose of Probation*

The purpose of probation is to give the City an opportunity to evaluate an employee's performance prior to the employee entering regular status.

6.6.2 *Periodic Probationary Evaluation*

After passing an examination and accepting appointment, each employee shall serve a probationary period. During this probationary period the employee's performance shall be evaluated at least twice, once during the fourth (4th) month and once during the eighth (8th) month. The results of these evaluations shall be discussed with the employee.

6.6.3 *Length of Probationary Period*

The probationary period on original and promotional appointments shall be for twelve (12) months.

6.6.4 *Rejection During Probation*

During the probationary period an employee may be rejected at any time by the Fire Chief without the right of appeal, except as provided by law.

6.6.5 *Extension of Probationary Period*

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

6.6.6 *Notification of Extension or Rejection*

The Fire Chief shall notify the Human Resources Director in writing of his/her intention to extend the employee's probationary period or reject the employee. After discussion with the Human Resources Director, the Fire Chief shall notify the employee in writing of his/her extension or rejection.

6.6.7 *Regular Status*

For the purpose of this agreement, regular status shall mean; full time, non-probationary status. Regular status shall commence with the day following the expiration date of a probationary period.

6.6.8 *Promotion of Probationary Employee*

An employee serving a probationary period may be promoted to a position in a higher classification. When an employee is promoted under such circumstances, the probationary period of the lower classification shall be suspended. This suspension, the new promotional probationary period and the promotional appointment shall commence on the same date.

6.6.9 *Unsuccessful Passage of Promotional Probation*

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion. If the employee was serving a probationary period at the time of promotion, the suspension of the prior probationary period shall be lifted, the employee shall be reinstated to probationary status in the prior classification and the remainder of that period shall be served. Provided, however, that if the cause for not passing the promotional probationary period is sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstated to the lower position. If the employee has completed the probationary period in the prior classification and the employee is subject to dismissal without reinstatement, the employee has the opportunity to appeal pursuant to the provisions of the Firefighters Procedural Bill of Rights Act and this Memorandum of Understanding.

6.7 TRANSFERS / REASSIGNMENTS

6.7.1 *Types of Transfers*

Transfers may be within the same department (intra-departmental) or between departments (inter-departmental). The requirements for each are as follows:

- a. **Inter-departmental transfers.** An employee may be transferred from a position in one department to a position in the same classification in another department, with the recommendation of the two department heads and the approval of the City Manager.
- b. **Voluntary transfers.** An employee may make a written request for transfer to the Personnel Director to a position in the same or similar classification with the same salary range. Such a request may be made on the recommendation of the affected department head(s) and the approval of the City Manager.

6.7.2 *Minimum Qualifications & Probation*

Any persons transferred to a different classification shall possess the minimum qualifications for that classification. In the case of a voluntary transfer, the employee shall serve a six (6) month probationary period.

6.7.3 *Station Transfers*

Station transfer will be in accordance with department policy 1-V-24, Station Bid Preference Guideline, which is hereby incorporated by reference.

6.8 STAFFING LEVELS

6.8.1 *Constant Staffing*

The City and the Association agree to continue Constant Staffing as implemented in 2005. This allows the City to maintain staffing needs through current staffing levels and callback when necessary. Constant Staffing levels will consist of a range not to exceed 22 personnel per each shift operating no more than six companies and no more than 2 medic units.

6.8.2 Minimum Staffing

Minimum Staffing will consist of a range of personnel per each Company. The range will consist of staffing each engine company with 3 members qualified to function in the following roles, (1) Captain, (1) Engineer, (1) Firefighter or Firefighter Paramedic. Staffing for each Medic unit shall consist of (2) Firefighter Paramedics.

6.8.3 Hiring Additional Personnel

In addition to those listed in this paragraph, when the Department reaches full staffing the City may hire up to three additional personnel for permanent vacancies. Hiring additional personnel would require the mutual consent of the Fire Chief and the Firefighters Association.

6.8.4 Paramedic Staffing

It is a goal of the fire department to assign at least one Firefighter/Paramedic to each Engine or Truck Company and realize ALS assessment capabilities for those units.

Captain or Engineer EMT-Ps no longer receive the direct paramedic incentive that is now built into base salary and are encouraged to continue participation in the paramedic program in an effort to deliver ALS service from all fire stations. The City will facilitate the continued cost of EMT-P licensure and continuing education. Captain and Engineer EMT-Ps are encouraged to assist with fire department staffing to maximize our ability to field Engine/Truck Companies as Assessment Units.

Firefighter/Paramedics will serve in assignments on Engine or Truck Companies and Medic Units to facilitate the maintenance of fire fighting and paramedic skills. Quarterly or less frequent station rotation of non-probationary Firefighter/Paramedics between two fire stations may be employed to enable this alternation of duties. Firefighter/Paramedics are available for occasional relocation from regularly assigned stations when exigent circumstances require a paramedic to maintain the provision of ALS service on Medic Units.

6.9 PERSONNEL RULES & REGULATIONS

The City and the Association met and conferred over a revision to the City's Rules and Regulations and agreement was reached in October of 1995. Prior to final consideration of any future, proposed amendments to these rules that constitute a change in or impacts wages, hours or terms and conditions of employment, said proposed amendment(s) shall be subject to the provisions of the Meyers-Milias-Brown (MMB) Act.

6.9.1 Wireless Communication Policy

Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Wireless Communication Policy which is available on the City's Intranet website.

6.9.2 Drug & Alcohol Policy

The City and the Association both support a drug and alcohol free work place. Association members will adhere to the provisions of the Drug and Alcohol Testing Policy and Procedures attached herein as Exhibit E and will continue to work with the City to develop a mutually agreeable policy within the terms of this Memorandum of Understanding. It is understood that the policy will apply to all represented departmental employees and non-represented fire safety employees.

6.9.3 *Outside Employment Policy*

No regular employee shall engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to his/her duties with the City. It is the intent of this provision to exercise the authority granted by Section 1126 of the Government Code, subject to the limitations provided therein. Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Firefighters Outside Employment Policy attached herein as Exhibit F and available on the City's intranet website.

6.9.4 *Use of Fire Apparatus for Shopping*

Affected employees will be allowed to use fire vehicles for shopping. Affected employees shall carry a portable radio or alert device and shall remain ready to respond to any call received.

6.9.5 *Light Duty Policy Statement*

Light duty is offered to employees with temporary medical disabilities under the following circumstances:

1. Must be medically authorized by the individual's treating physician.
2. Any and all work restrictions or modifications necessary to accommodate the employee's temporary disability must be thoroughly defined.
3. There must be actual light duty work available that can accommodate the temporary modifications.
4. This option is available to all employees whether the debilitating injury occurred on or off duty.
5. Light duty will be applied in a non-discriminatory manner.
6. All light duty assignments will consist of work, which falls within the scope of regular employment in the Fire Department, which can accommodate prescribed temporary physical limitations. Light duty assignments may include, but are not limited to, departmental work such as: dispatching, fire prevention, running supplies and administrative projects. Light duty will be the only circumstance where an employee will be required to perform duties outside of his/her job description. It is understood and agreed that light duty assignments will be confined to the Fire Department.

6.9.6 *No Smoking / Tobacco Use Policy*

Employees hired by the City of San Rafael after 7/1/08 are required to sign a condition of employment statement that they agree not to smoke or use tobacco products of any kind while employed by the City of San Rafael. This signature must be obtained prior to the date of hire.

Employees hired **before** 7/1/08 will not be allowed to smoke or use other tobacco products as follows:

1. While inside any City/Fire Department vehicle
2. While in public when on-duty or in uniform
3. In compliance with State Law and Local Ordinances

The City will provide tobacco cessation assistance to employees who desire to stop using tobacco products. Employees will be referred to the City's employee assistance program for initial assistance and, if needed, will be eligible to receive up to \$2500 in additional funds to complete a certified tobacco cessation program. Written approval from the Fire Chief is required for the additional funding.

6.9.7 *Grooming Standards*

All personnel covered by this Memorandum of Understanding shall conform to the Grooming Standards specified in Departmental Policy 1-VI-2 and said policy is hereby incorporated by reference.

6.10 MISCELLANEOUS

6.10.1 *Safety Committees*

Fire Department Committee: In order to promote health and safety among the Fire Department employees, a joint committee of seven (7) will be established with equal representation and authority, with four (4) employees to be designated by the Fire Chief and three (3) employees designated by the Association. This committee shall be called the Health and Safety Committee. The committee shall strive to meet regularly at least once a month in order to review accident records and other data bearing on the employee's health and safety. The committee shall make recommendations for the correction of any undesirable conditions, which may be found to exist.

City-Wide Committee: If the City reinstates a City wide Safety Committee, one member designated by the Firefighter's Association shall serve on this committee.

6.10.2 *Management & Miscellaneous Positions*

The position of Fire Chief is deemed a management position and included in the Resolution Pertaining to the Compensation and Working Conditions for Unrepresented Management and Mid-Management Employees for salaries and fringe benefits. The Fire Division Chief, Fire Battalion Chief - Operations, and Administrative Chief are deemed mid-management positions and are included in the San Rafael Fire Chief Officers' Association schedules for salaries and fringe benefits. The Fire Department clerical personnel are included in the S.E.I.U. 949 Supervisory and Miscellaneous Units Memorandum of Understanding, with the exception of the Administrative Assistant to the Fire Chief position, which is part of the Association of Confidential Employees.

6.10.3 *Medical Standards*

The City will establish pre-employment medical standards for all classifications represented by the San Rafael Firefighters' Association, I.A.F.F., Local 1775. A medical standards ordinance to be applicable to Fire Department personnel in the classification of Firefighter, Engineer, and Captain will be discussed by the City and the Association and will be adopted only after mutual agreement by both parties.

6.10.4 *Physical Fitness Program*

Members of the Association have agreed to adhere to the provisions of the Employee Wellness/Fitness Program as outlined below:

A. Wellness/Fitness Committee

Fire Management will manage a Wellness/Fitness Committee with representation comprised of both Fire Management and representatives of the Association. The purpose of the Committee is to maintain a comprehensive Wellness/Fitness program to improve the physical and general health of all unit employees.

B. Wellness/Fitness Program

Employees shall participate in a Wellness/Fitness program conducted by a mutually agreed upon provider.

1. Comprehensive Fitness Assessment and Profile

A fitness evaluation will be conducted annually by a mutually agreed upon provider. This evaluation may include, but not limited to:

- a. 12 lead EKG printout with computer interpretation at rest
- b. Pulmonary function recording of lung capacity and flow rates
- c. Resting and exercise blood pressure measurement
- d. 12 lead EKG printout during graded exercise treadmill test
- e. Body composition evaluation
- f. Abdominal endurance crunch test
- g. Pushup evaluation of upper body strength and endurance
- h. Grip strength
- i. Lower body strength test
- j. Trunk, legs, shoulder and spinal flexibility tests
- k. Health appraisal and coronary risk questionnaire
- l. Individual fitness profiles compiled from above evaluations

2. Blood Chemistry Panel

The blood chemistry panel shall include, but not limited to the following:

- a. Glucose, Bun, Creatine, Bun/Creatine ration, SGOT, SGPT, LDH, GGTP, Billirubin, Alkaline Phosphate, Calcium, Phosphorus, Magnesium, Sodium, Potassium, Chloride, Uric Acid, Triglyceride, Cholesterol (HDL & LDL and Coronary risk ratio), Globulin, Albumin, Total Protein and A/G Ratio, PSA for male and OCS for female employees.

3. Lecture Series and Individual Presentations

The wellness Portion of the program will include the following:

- a. Lecture series on health, nutrition, injury prevention, and exercise science topics.
- b. Literature for topic specific needs or interests dealing with wellness and fitness to be provided at each work site.

4. Physical Fitness

Unit employees will have 2 hours per day from 8:00am-10:00am to workout, unless an emergency or call for service is received during this time. Unit employees shall adhere to the physician's recommended physical fitness program. Unit employees must be in their uniforms and ready for duty at 10:00am.

The City will provide funds to purchase additional exercise equipment for each fire station during the term of this agreement. The equipment to be purchased shall be determined by a physical fitness committee and approved by the Chief.

C. The Program

This program is designed to provide an effective method for keeping employees healthy by implementing methods for early detection of potential health issues. The City shall pay for annual examination associated with this program and will adhere to all HIPAA confidentiality issues. All medical records are strictly confidential in accordance with State and Federal law. Participation in this program is mandatory.

D. Annual Examination

The City shall provide a physical examination conducted by a cardiologist annually for all unit employees to include a stress EKG. In addition, each male unit employee shall receive a digital prostate exam and hernia examination. The physician shall provide all female unit employees a mammogram and Pap Smear examination.

The physician will evaluate all employees' EKG, fitness, and blood chemistry plan results and will provide a confidential summary to each employee. Employees are responsible for adhering to the recommendations indented by the Cardiologist, for actually participating in the lectures series and for reading the literature provided by the City.

E. Examinations and Scheduling

The physical examination, including laboratory test, spirometer test, Chest X-ray and Stress EKG shall be administered while employees are on duty as scheduled by the City. Employees agree to take such stress EKG and physical examination when scheduled.

F. Agreement to Abide to Examinations Findings

Employees agree to abide by the findings of the medical examination and to comply with the medical examiner's prescribed plan to correct medical deficiencies, including excess weight. All subsequent additional medical examinations shall be arranged for and paid for by employees. This understanding is not intended to waive any rights of the employee under State law.

G. Findings Make Known to City and Employee

Medical findings determined through such examinations shall be made known to the employee in writing by the physician. The City shall be notified of any work restrictions resulting from said examination, if applicable.

6.10.5 Association Meetings with the Fire Chief

The Fire Chief and/or Staff members designated by the Fire Chief, along with the representatives of the Association, shall strive to meet at least quarterly to discuss topics and issues of mutual concern. Meetings may be called by either party. The parties will attempt to schedule the meeting within fourteen (14) calendar days of the request for the meeting, unless otherwise mutually agreed. The parties will develop and share an agenda for the meeting at least twenty-four (24) hours prior to the date of the meeting.

7 PROCEDURES

7.1 DEMOTION

7.1.1 Demotion

The Fire Chief may demote an employee when the following occurs:

- A. The employee fails to perform his/her required duties.
- B. An employee requests such a demotion.

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications.

When the action is initiated by the Fire Chief, written notice of demotion shall be provided to an employee at least ten (10) calendar days before the effective date of the demotion, and a copy filed with the Personnel Department.

Demotion pursuant to subsection 7.1.1 A of this Memorandum of Understanding shall be deemed disciplinary action and as such shall be handled according to the provisions in Section 7.3, Disciplinary Action, of this Memorandum of Understanding.

7.2 TERMINATION OF EMPLOYMENT

7.2.1 *Resignation*

An employee wishing to leave the City service in good standing shall file with his/her immediate supervisor, at least fourteen (14) calendar days before leaving the service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the Fire Chief and the Personnel Department.

7.2.2 *Termination - Layoff (Lack of work or funds)*

The Fire Chief may terminate an employee because of reorganization, abolition of position, and shortage of funds. Said termination shall be considered a Reduction In Force and shall be processed in accordance with Section 7.5, Reduction in Force, of this Memorandum of Understanding.

7.2.3 *Termination - Disciplinary Action*

An employee may be terminated for disciplinary reasons, as provided in Section 7.3, Disciplinary Action, of this Memorandum of Understanding.

7.2.4 *Termination During Probation*

The rejection of an employee during his/her initial probationary period is covered in Section 6.6, Probationary Period, of this Memorandum of Understanding.

7.2.5 *Retirement*

Retirement from the City service shall, except as otherwise provided, be subject to the terms and conditions of the City's contract, as amended from time to time, with the Marin County Retirement System.

7.3 DISCIPLINARY ACTION

7.3.1 *Definition*

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and/or suspension resulting in loss of pay.

7.3.2 *Authority*

The City shall have the right to discharge or discipline any employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations or for engaging in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

7.3.3 *Causes for Disciplinary Action*

The City may discipline or discharge an employee for the following:

- A. Fraud in securing appointment.
- B. Negligence of duty.
- C. Violation of safety rules.

- D. Unacceptable attendance record including tardiness, overstaying lunch or break periods.
- E. Possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours.
- F. Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- G. Unauthorized soliciting on City property or time.
- H. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- I. Unacceptable behavior toward (mistreatment or discourteousness to) the general public or fellow employees or officers of the City.
- J. Falsifying employment application materials, time reports, records, or payroll documents or other City records.
- K. Disobedience to proper authority.
- L. Misuse of City property.
- M. Violation of any of the provisions of these working rules and regulations or departmental rules and regulations.
- N. Disorderly conduct, participation in fights, horseplay or brawls.
- O. Dishonesty or theft.
- P. Establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action.
- Q. Failure to perform to an acceptable level of work quality and quantity.
- R. Insubordination.
- S. Other acts inimical to the public service.
- T. Inability or refusal to provide medical statement on cause of illness or disability.

7.3.4 *Appeal of Disciplinary Action*

Whenever punitive action is undertaken, the offending employee shall have the opportunity for an administrative appeal which will be conducted in conformance with the Administrative Procedure Act and this Memorandum of Understanding. Such appeal must be filed with the City Manager or his/her designee by the employee in writing within fourteen (14) calendar days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

7.3.5 *Arbitration (Disciplinary Action)*

The appellant may have the appeal heard by the City Manager or may request arbitration. If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that he or she waives his/her right to an appeal that conforms to the procedures of the Administrative Procedure Act.

If arbitration is requested, the arbitration will be held in conformance with the Administrative Procedure Act, California Code of Regulations, and other applicable statutes. Representatives of the City and the appellant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the appellant and the City.

A hearing before the arbitrator shall be held within sixty days of the selection of the arbitrator unless the mutually accepted arbitrator's schedule does not so permit, in which case the hearing

shall be held not more than 120 days after the selection of the arbitrator. The arbitrator shall not have the power to amend or modify either party's position; but shall rule on the merits of each party's case as presented during the hearing. Decisions of the Arbitrator on matters properly before him/her shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

In addition to arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually agreed to by the City and the Association. The parties shall continue to meet and confer, after the adoption of this MOU on a mutually agreeable panel of arbitrators. Once agreed to the panel shall be identified by a side letter to the MOU.

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding, or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Section 7.3, Disciplinary Action, of this Memorandum of Understanding. Policy 1-VI-3 is specifically incorporated by reference.

7.4.2 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the Fire Chief or with such subordinate management official as the Fire Chief may designate. If the issue is not resolved within fourteen (14) calendar days, or if the employee elects to submit his or her grievance directly to an official of the association, the procedures hereafter specified shall be invoked.

7.4.3 Referral to City Manager

Any employee or any official of the Association may notify the City Manager and Fire Chief in writing that a grievance exists, and in such notification, state the particulars of the grievance, and, if possible, what remedy or resolution is desired.

No grievance may be processed under Section 7.4.4 below, which has not been first heard and investigated in pursuance of Section 7.4.2. A grievance which remains unresolved fourteen (14) calendar days after it has been submitted to the City Manager in writing may be referred to arbitration.

Any time limit may be extended to a definite date by mutual agreement of the Association and the appropriate management representative.

7.4.4 Arbitration (Grievance)

If the grievance is not resolved, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the Grievant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator (the selection process shall include the review of the arbitrator's availability). The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Grievant and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefs, if any. A hearing before the arbitrator shall be held within 60 days of the selection of the arbitrator unless the mutually accepted arbitrator's schedule does not so permit, and the arbitrator shall render a decision which is binding on the parties hereto, to the extent permitted by the Charter of the City.

7.5 REDUCTION IN FORCE

7.5.1 Authority

The Fire Chief may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organization efficiency.

7.5.2 Notice

Employees designated for layoff or demotion in lieu of lay off shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of lay off or demotion. The Association shall also be so notified.

7.5.3 Order of Layoff

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description, and salary. Extra-hire employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full-time permanent employee.

7.5.4 Seniority

If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:

- A. Seniority within the affected classifications will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro-rata basis to full-time service. Time spent on a City Manager approved leave of absence without pay does not count toward seniority.
- B. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- C. If all of the above factors are equal, the date of regular status in City service is achieved shall be determinative.
- D. If all of the above are equal, date of certification for appointment shall be determinative.

7.5.5 Bumping Rights

An employee designated to be laid off may bump into a class at the same salary level, or into the next lower classification in which such employee has previously held regular status. An employee, who is bumped, shall be laid off in the same manner as an employee whose position is abolished.

7.5.6 Transfer Rights

The Personnel Director will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7.5.2, but no longer than the effective date of such layoff or reduction.

7.6 RE-EMPLOYMENT

7.6.1 General Guidelines

Individuals who have been laid off or demoted shall be offered re-appointment to the same classification in which they held status in the order of seniority in the classification. Individuals

demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

7.6.2 *Right to Re-Employment*

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

7.6.3 *Time Limits*

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.

7.6.4 *Availability*

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

7.6.5 *Probationary Status*

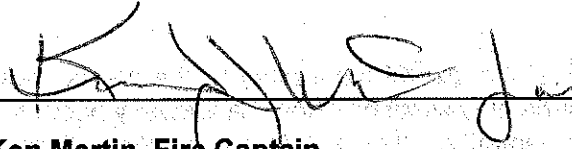
Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

7.6.6 *Restoration of Benefits*

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION,
I.A.F.F., LOCAL 1775**

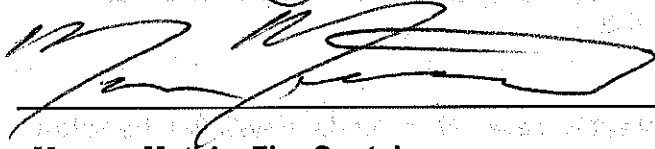
CITY OF SAN RAFAEL



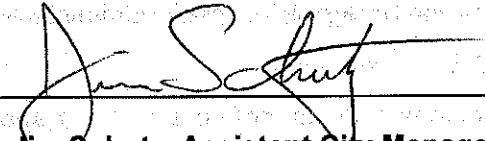
Ken Martin, Fire Captain



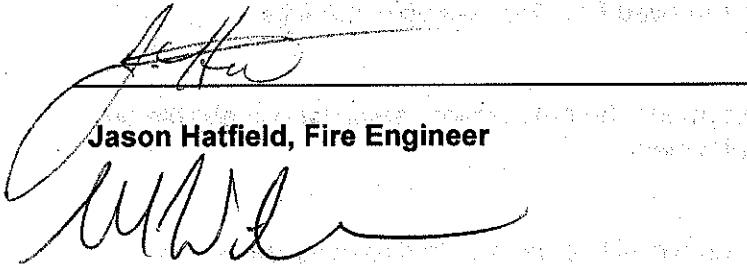
Leslie Loomis, Human Resources Director



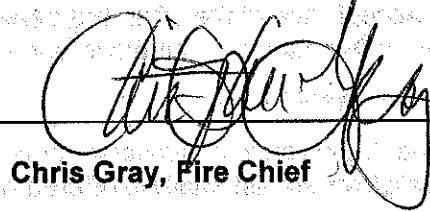
Marcus Mathis, Fire Captain



Jim Schutz, Assistant City Manager



Jason Hatfield, Fire Engineer



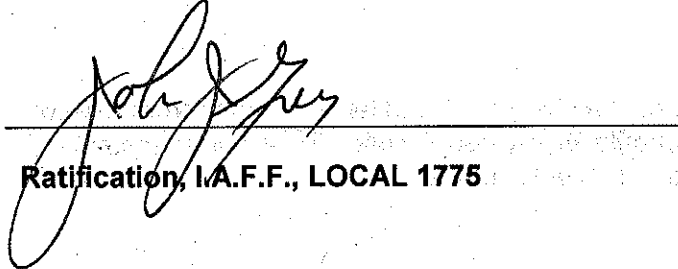
Chris Gray, Fire Chief



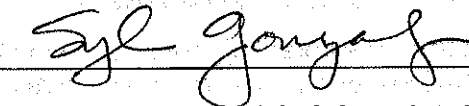
Matt Windrem, Firefighter



Ritt Hewitt, Fire Battalion Chief



Ratification, I.A.F.F., LOCAL 1775



Sylvia Gonzalez, Administrative Assistant III

10/16/08

Date

10-16-08

Date

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SAN RAFAEL FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 1775

List of Exhibits

- Exhibit A Salary Schedules for July 1, 2008 – June 30, 2011
- Exhibit B San Rafael Firefighters' Association Represented Benchmark and Internal Relationships
- Exhibit C San Rafael Fire Department Drug and Alcohol Testing Policy and Procedures
- Exhibit D Firefighters Outside Employment Policy
- Exhibit E Memorandum from Liebert Cassidy Whitmore regarding Firefighters Memorandum of Understanding & Firefighters Bill of Rights
- Exhibit F Side Letter, Chief Officer Suppression Qualifications

San Rafael Firefighter's Association

Exhibit A

July 1, 2008 Salary Schedule

Wage Classes	Title	A	B	C	D	E
7105	Fire Captain	\$ 7,346	\$ 7,713	\$ 8,099	\$ 8,504	\$ 8,929
1107	Fire Captain Specialist	\$ 7,713	\$ 8,099	\$ 8,504	\$ 8,929	\$ 9,376
7202	Fire Dispatcher	\$ 5,082	\$ 5,336	\$ 5,603	\$ 5,883	\$ 6,177
7106	Fire Engineer	\$ 6,468	\$ 6,791	\$ 7,130	\$ 7,487	\$ 7,861
7109	Fire Mechanic	\$ 6,396	\$ 6,715	\$ 7,051	\$ 7,404	\$ 7,774
7110	Firefighter	\$ 5,928	\$ 6,224	\$ 6,535	\$ 6,862	\$ 7,205

Note:

* Fire Captain incl. Paramedic Incentive \$ 7,573 \$ 7,940 \$ 8,326 \$ 8,731 \$ 9,156

* Engineer incl. Paramedic Incentive \$ 6,746 \$ 7,069 \$ 7,408 \$ 7,765 \$ 8,139

Firefighter incl. Paramedic Incentive \$ 6,648 \$ 6,945 \$ 7,256 \$ 7,583 \$ 7,926

* Partial incentive remains for first year of contract until 7/1/09 when non-paramedic incentive employees "catch up"

Exhibit A

July 1, 2009 Salary Schedule

Wage Classes	Title	A	B	C	D	E
7105	Fire Captain	\$ 7,566	\$ 7,945	\$ 8,342	\$ 8,759	\$ 9,197
1107	Fire Captain Specialist	\$ 7,945	\$ 8,342	\$ 8,759	\$ 9,197	\$ 9,657
7202	Fire Dispatcher	\$ 5,082	\$ 5,336	\$ 5,603	\$ 5,883	\$ 6,177
7106	Fire Engineer	\$ 6,707	\$ 7,042	\$ 7,394	\$ 7,764	\$ 8,152
7109	Fire Mechanic	\$ 6,396	\$ 6,715	\$ 7,051	\$ 7,404	\$ 7,774
7110	Firefighter	\$ 6,105	\$ 6,411	\$ 6,731	\$ 7,068	\$ 7,421

Note:

Firefighter incl. Paramedic Incentive \$ 6,848 \$ 7,153 \$ 7,473 \$ 7,810 \$ 8,163

San Rafael Firefighter's Association

Exhibit A

July 1, 2010 Salary Schedule

Wage Classes	Title	A	B	C	D	E
7105	Fire Captain	\$ 7,793	\$ 8,183	\$ 8,592	\$ 9,022	\$ 9,473
1107	Fire Captain Specialist	\$ 8,183	\$ 8,592	\$ 9,022	\$ 9,473	\$ 9,947
7202	Fire Dispatcher	\$ 5,082	\$ 5,336	\$ 5,603	\$ 5,883	\$ 6,177
7106	Fire Engineer	\$ 7,059	\$ 7,412	\$ 7,783	\$ 8,172	\$ 8,580
7109	Fire Mechanic	\$ 6,396	\$ 6,715	\$ 7,051	\$ 7,404	\$ 7,774
7110	Firefighter	\$ 6,197	\$ 6,507	\$ 6,832	\$ 7,174	\$ 7,533

Note:

Firefighter incl. Paramedic Incentive \$ 6,950 \$ 7,260 \$ 7,586 \$ 7,927 \$ 8,286

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

**REPRESENTED BENCHMARKS
AND
INTERNAL RELATIONSHIPS**

JULY 1, 2008 THROUGH JUNE 30, 2011

Benchmark Job Class: Firefighter*

Internal Relationship: Fire Captain Specialist = Fire Captain + 5% (base salary)**

*Firefighter is identified as the benchmark job class for compensation survey purposes. Under the current system any increase granted to the Firefighter would also be granted to other job classes.

**New Fire Captain Specialist internal relationship established July 1, 2008. The Fire Dispatcher internal relationship was terminated June 30, 2008.

The Fire Mechanic position shall be based on the City's ability to pay and the labor market comparison for mechanic positions that perform similar duties to those of the Fire Mechanic.

Note: This exhibit is used to display salary relationships; the MOU document itself must be reviewed to see specifics of compensation changes.

