



CITY OF
LA MESA

JEWEL of the HILLS

**MEMORANDUM
OF
UNDERSTANDING
2016- 2018**

**HEARTLAND FIREFIGHTERS OF
LA MESA LOCAL #4759**

**HEARTLAND FIREFIGHTERS OF LA MESA LOCAL #4759 MOU
 FY 2016 – 2018
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Memorandum of Understanding

Between

CITY OF LA MESA, CALIFORNIA

and

HEARTLAND FIREFIGHTERS OF LA MESA LOCAL #4759

SECTION 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees (hereinafter referred to as "EMPLOYEES") represented by the La Mesa Firefighters' Local #4759 (hereinafter referred to as "ASSOCIATION") and the City of La Mesa (hereinafter referred to as "CITY").

ASSOCIATION agrees to recommend ratification to its membership, and CITY agrees to recommend to the City Council of the CITY that all terms of this MOU be adopted in full by Resolution of the City Council. Upon such adoption, all terms and conditions of this MOU shall then become effective without further action by either party on July 1, 2016.

SECTION 1.02 RECOGNITION

For the purpose of meeting and conferring in accordance with the Meyers-Milias-Brown Act, the ASSOCIATION is formally recognized as the duly authorized representative of the EMPLOYEES in the job classifications of Firefighter/Paramedic, Fire Engineer, Fire Captain, and Fire Battalion Chief.

SECTION 1.03 SCOPE OF MEETING AND CONFERRING

The scope of representation shall include wages, hours, and other terms and conditions of employment.

SECTION 1.04 MEETING AND CONFERRING PROCESS

A reasonable number, not-to-exceed three (3), of ASSOCIATION representatives will be allowed reasonable time off without loss of compensation or other benefits when formally meeting or meeting and conferring with representatives of the CITY on matters within the scope of representation.

If staffing drops below minimum due to on-duty ASSOCIATION representatives meeting and conferring, overtime will be paid to fill the vacancy created.

An additional, not-to-exceed two (2) ASSOCIATION representatives will be allowed to attend meet and confer sessions in a non-participatory function. These additional members will not be allowed time off or cause overtime to be paid.

In no event shall the total ASSOCIATION negotiating team exceed five (5) members at any one time.

SECTION 1.05 ACCESS TO WORK LOCATIONS

Reasonable access to EMPLOYEE work locations shall be granted officers of the ASSOCIATION and its official representatives, for the purpose of processing grievances or contacting members of the ASSOCIATION concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Fire Chief or his/her designee. Access shall be restricted so as not to unreasonably interfere with the normal operations of the Department or with the established safety or security requirements.

SECTION 1.06 USE OF CITY FACILITIES

The ASSOCIATION may, with prior approval of the Fire Chief or his/her designee, use Fire Department facilities between the hours of 1700 and 0700 for meeting of EMPLOYEES.

SECTION 1.07 USE OF BULLETIN BOARDS

The ASSOCIATION may use a portion of CITY bulletin boards under the following conditions:

1. All materials must receive approval of the City Manager or Fire Chief. The City Manager or Fire Chief must initial.
2. All material must be dated and identify the ASSOCIATION.
3. Unless special arrangements are made, materials posted will be removed 31 days after publication date.
4. The CITY reserves the right to determine the location of bulletin boards at each station and the portion to be allocated to the ASSOCIATION.

SECTION 1.08 DUES DEDUCTION

EMPLOYEES may authorize ASSOCIATION dues deduction or cancellation upon forms provided by the Administrative Services Department - Finance Division of the CITY.

Dues 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.

ASSOCIATION, upon receipt of the dues deducted, shall indemnify, defend and hold the CITY harmless against any claims made and against any suit instituted against the CITY on account of deduction of ASSOCIATION dues. In addition, ASSOCIATION shall refund to the CITY any amounts paid to it in error upon presentation of supporting evidence. Any refunds owed to the CITY or the ASSOCIATION shall be limited to a maximum period of one year prior to the time of discovery as provided in section 1.10 of this MOU.

SECTION 1.09 GRIEVANCES

A grievance shall be considered as the complaint of an EMPLOYEE, a group of EMPLOYEES, or the ASSOCIATION arising out of the application or interpretation of this MOU or other terms and conditions of employment.

For the purpose of this regulation, two types of grievances shall be considered as in existence - reviewable and non-reviewable.

- A. Reviewable Grievance - To be reviewable under this procedure, a grievance shall be considered as a matter for which an administrative or other appeal process is not elsewhere provided concerning the interpretation or application of the MOU or other terms and conditions of employment.

Elements of a reviewable grievance shall be stated on City of La Mesa Form 223 as follows:

1. Facts surrounding specific incident; and
2. Specific act or omission by management regarding terms and conditions of employment and the MOU over which the CITY or the department head has control; and
3. Specify inequity or damage suffered by the EMPLOYEE as a result of (1) and (2) above; and
4. Specific relief sought by the EMPLOYEE, which relief must be within the power of the CITY or department head to grant.

B. Non-Reviewable Grievance

A grievance is not reviewable if:

1. The incident is reviewable under any other administrative procedure. Examples of non-reviewable grievances are:
 - a. Applications for changes in job title, job classification or salary increases.
 - b. Appeals of discipline.

- c. Performance evaluations and denial of merit increases.
2. Processing of the grievance would require the modification of a policy as established by the City Council or by law in the form of an ordinance or resolution.

REVIEWABLE GRIEVANCE PROCEDURE

A reviewable grievance procedure must be submitted in writing on PER Form 223 to the appropriate party not later than fifteen (15) calendar days after the specific incident comes to the attention of the grievant. Submission shall activate applicable steps as follows:

- Step 1. After investigation and discussion with the EMPLOYEE but not later than seven (7) calendar days after submission, the immediate supervisor shall give his written decision to the EMPLOYEE using PER Form 223.
- Step 2. If Step 1 fails to achieve settlement, EMPLOYEE must present Form 223 to second line supervisor not later than seven (7) calendar days after submission of first line supervisor's Step 1 decision. After investigation and discussion with the EMPLOYEE but not later than seven (7) calendar days after receiving the Form 223, the second line supervisor shall submit his written decision to the EMPLOYEE.
- Step 3. If Step 2 fails to achieve settlement, EMPLOYEE must present Form 223 to department head not later than seven (7) calendar days after submission of second line supervisor's Step 2 decision. After investigation and discussion with the EMPLOYEE but not later than seven (7) calendar days after receiving the Form 223, the department head shall submit his written decision to the EMPLOYEE.
- Step 4. If Step 3 fails to achieve settlement, EMPLOYEE must present Form 223 to City Manager not later than seven (7) calendar days after submission of the department head's Step 3 decision. After investigation and discussion with the EMPLOYEE but not later than fifteen (15) calendar days after receiving the Form 223, the City Manager shall submit his written decision to the EMPLOYEE.
- Step 5. If Step 4 fails to achieve settlement, EMPLOYEE must appeal in writing to Personnel Appeals Board within fifteen (15) calendar days. This appeal shall be submitted to the City Clerk for transmittal to the Personnel Appeals Board. The Board shall render a decision or recommendation within thirty (30) calendar days which shall be final.

The time limits of each step as outlined may be extended by the mutual written consent of both parties. If said extension is agreed to, the duration of the extension shall be agreed to in writing and the statement signed by both parties involved at the step to be extended. If

any reviewable grievance is not appealed within the stated time limits or extension of any of the above steps, the reviewable grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority and shall not be eligible for further appeal or review.

EMPLOYEES may have their EMPLOYEES' organization present their grievances for them. EMPLOYEES may be permitted reasonable time off with pay to process grievances.

SECTION 1.10 GENERAL

For those EMPLOYEES in classifications requiring a firefighter endorsement, the CITY shall pay the cost for any required fees or medical examination for the firefighter endorsement.

In order to qualify for benefits listed in this MOU, an EMPLOYEE must be in a regular or probationary status, unless otherwise specified herein or authorized by the City Manager.

The CITY will correct errors in record keeping, and will make retroactive adjustments for salary and leave time purposes. Unless specifically provided by law or elsewhere in this MOU, such adjustments will be limited to a maximum period of one year prior to the time of discovery. For purposes of this Section, discovery is that date on which the CITY notified the EMPLOYEE, or that date on which the EMPLOYEE notified the CITY of such error.

SECTION 1.10.01 DRUG FREE WORKPLACE

The CITY and the ASSOCIATION both agree that the use, and/or being under the influence of alcohol and/or drugs on the job may detrimentally affect the work performance, safety and security of EMPLOYEES and commit to a "drug-free workplace".

SECTION 1.10.02 TOBACCO PRODUCT USE

EMPLOYEES hired as Firefighters after June 23, 1989, in classifications represented by this MOU, shall be non-smokers and shall be required to remain non-smokers throughout their employment as a member of the Fire Department.

EMPLOYEES hired as Firefighters after June 20, 1991, in classifications represented by this MOU shall not smoke or use tobacco products and shall be required to maintain this status throughout their employment as a member of the Fire Department.

Smoking will not be permitted in CITY buildings or CITY vehicles.

SECTION 1.11 HOURS OF WORK AND OVERTIME

The normal hours of work comprising full-time employment for Firefighter/Paramedics, Fire Engineers, and Fire Captains will be based on a 56-hour workweek schedule in a 24-day work cycle. Changes to the Department's current work schedule within the 56-hour workweek described above, may be amended with the approval of the Fire Chief and the ASSOCIATION.

Overtime compensation is payable at 1 ½ times the regular rate of pay for Firefighter/Paramedics, Fire Engineers, Fire Captains and Fire Battalion Chiefs for all time worked beyond the normal 24-hour shift and in excess of 182 hours in a 24-day period. Hours worked for the purpose of calculating FLSA overtime shall include paid work hours and paid leave, including sick leave, vacation, comp time, holidays, Workers' Compensation, paid military leave, and paid maternity leave. A workday shall consist of 24-hours including meals, rest period, and sleep.

Overtime hours worked shall be calculated to the nearest one-quarter hour.

Any therapy or medical appointments resulting from workers' compensation injuries shall be scheduled to occur on days off to the greatest extent possible, and employee shall be in a paid status. In the event that such an appointment must be scheduled during regular working hours, the EMPLOYEE must notify the CITY as soon as possible thereafter. The CITY reserves the right to adjust working hours during that pay period so that overtime does not arise as a result of the therapy or medical appointment.

SECTION 1.11.01 HOLIDAY PAY

EMPLOYEES that are scheduled to work on the holidays of Thanksgiving, Christmas, or Easter shall be paid at a rate two times their regular rate of pay for actual time worked on these days. This pay provision will commence at 0800 on the identified holiday and end at 0800 on the following day.

EMPLOYEES that work overtime or are called back on the above holidays shall be paid at a rate of two and one half (2½) times their regular rate of pay for call-back pay or overtime worked on these days.

SECTION 1.11.02 CONSTANT STAFFING

The CITY and ASSOCIATION have implemented a Constant Staffing program.

The ASSOCIATION shall oversee the callback rules with review and approval of the Fire Chief.

The Fire Department staffing requirement is thirteen (13) personnel per shift. It is the intent to maintain staffing levels at thirteen (13). The CITY may overfill, or underfill, positions based on anticipated vacancies on a short term basis (i.e., typically three months or less)

and will meet with the ASSOCIATION to discuss any impacts. Temporary reassignments of four (4) hours or less will count toward meeting the staffing requirement. When necessary, qualified personnel may be "forced back" to meet the Fire Department's needs. Leave requests will not be approved unless a qualified alternate is available.

The CITY is concerned about the possibility of overtime hours affecting the safety of staff and the community. In lieu of a cap on overtime, the CITY reserves the right to send staff home for a minimum of twelve (12) hours at the discretion of the Fire Chief or designee.

SECTION 1.11.03 ANNUAL SHIFT BID PROCESS

EMPLOYEES in the Fire Department shall annually bid for their shift assignments for the upcoming year pursuant to the guidelines set forth in Annex A.

SECTION 1.12 HOLIDAY LEAVE

A. EMPLOYEES shall accrue paid leave at the rate of 5.307 hours per pay period (138 hours per year) for holidays which shall be added to the EMPLOYEE'S accrued holiday/vacation leave except as provided in section 1.13 (B and C). If a probationary employee wishes to use accrued holiday leave during the first six months of employment, the CITY will calculate the holiday leave that has been earned and this amount will be available for the employee to use.

B. When an EMPLOYEE is being paid under the provisions of California Labor Code 4850 for worker's compensation during the following recognized CITY holidays, 12 hours shall be deducted from his/her holiday/vacation balance.

- | | |
|-------------------------------|-------------------------|
| New Year's Day | Cesar Chavez's Birthday |
| Martin Luther King's Birthday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve (6 hours) |
| Labor Day | Christmas Day |

C. In addition, any other day proclaimed by the La Mesa City Council as a public holiday shall be added to the EMPLOYEES' accumulated holiday/vacation time at the rate of 12 hours per added holiday.

SECTION 1.13 VACATION LEAVE

A. EMPLOYEES shall accrue paid vacation leave as follows:

<u>Vacation</u>	<u>Yearly</u>	<u>Each Pay Period</u>
0-60 months of service	112.0	4.308
61-120 months of service	168.0	6.462
Over 120 months of service	224.0	8.615

This time shall be added to holiday time and shall accrue as holiday/vacation leave except as provided by section 1.13 (B and C).

- B. The CITY encourages the use of holiday/vacation leave on an annual basis. Beginning January 1, 2000, once an EMPLOYEE reaches his/her maximum accumulation of holiday/vacation hours (two (2) times the annual accumulation of vacation leave plus 138 hours) he/she will not accumulate additional vacation and holiday time until the holiday/vacation time is reduced below the maximum allowable.

The following illustrates the maximum amount of holiday/vacation time that an EMPLOYEE may have on the books:

<u>Holiday/Vacation Leave</u>	<u>Maximum Amount (Hours)</u>
0-60 months of service	362.0
61-120 months of service	474.0
Over 120 months of service	586.0

- C. Vacation leave shall not be earned or accrued during the first six months of employment. Upon six months of employment, the equivalent of six months of holiday/vacation accrual shall be posted and available, and holiday/vacation shall accrue thereafter according to the schedule outlined above.

EMPLOYEES, upon separation, shall be paid at their current rate of pay for this accumulated holiday/vacation time.

SECTION 1.13.01 EXCHANGE OF DAYS OFF

An EMPLOYEE shall be allowed to exchange days off or shifts with another EMPLOYEE, at the initiation of the EMPLOYEES involved and with the approval of the immediate supervisor(s) and then the Deputy Fire Chief or a second supervisor in the absence of the Deputy Fire Chief, under the following conditions:

Days Off - Requests for exchanges of days off shall be submitted in writing, signed by both parties, no less than 24 hours before the first day of exchange. The immediate supervisor(s) involved shall receive a copy of the request.

Responsibilities - If approved by the supervisor(s) and Deputy Fire Chief or a second supervisor in the absence of the Deputy Fire Chief, the EMPLOYEE agreeing to the exchange of shift(s) shall be responsible for working the shift(s) as proposed. Furthermore, the EMPLOYEE agreeing to the exchange of shift(s) shall be subject to deductions for sick or other leave in the event that the EMPLOYEE is unable to work the shift just as if the EMPLOYEE had been originally scheduled to work that shift. The Department and the CITY accept no responsibility for the time worked and not repaid, or any default of the exchange agreement between the two EMPLOYEES.

When an exchange has been approved, payroll shall be submitted as if the originally-scheduled employee worked his assigned shift.

Should the exchanged shift occur on Thanksgiving, Easter or Christmas, holiday pay shall be payable only to the originally-scheduled employee in accordance with applicable MOU provisions.

In cases where a scheduled shift results in Out-of-Class Pay per Section 1.24, and the originally-scheduled employee exchanges the shift with another employee, Out-of-Class Pay shall be payable only to the originally-scheduled employee.

SECTION 1.13.02 SCHEDULING OF VACATIONS

The times during a calendar year when an EMPLOYEE may take vacation leave, either one day at a time or in weekly increments, shall be determined as follows:

- A. A vacation schedule specifying available time slots based upon staffing needs of the Department during the ensuing year will be posted no later than November 1st of each year.
- B. In order to ensure an equitable distribution of available vacation times among the ranks in the Department, EMPLOYEES initially may select four (4), eight (8), or twelve (12) consecutive 24-hour shifts on a seniority basis, regardless of rank.
- C. The process shall then be repeated a second time.
- D. The Fire Chief may authorize an EMPLOYEE with a specific pre-planned and pre-approved longer vacation plan to select an initial block of vacation time greater than the twelve (12) consecutive 24-hour shifts' initial limitation.
- E. After all EMPLOYEES have exercised their options, as above, an EMPLOYEE may then request additional time off in 24-hour increments still available on the master vacation schedule.
- F. Once vacations have been selected based on the vacation schedule available allotments, the ASSOCIATION shall provide the LIST to the Department by December 15th, and the approved LIST shall be posted by December 31st of each year. Upon such posting, said vacations are deemed to be approved by the Department and cannot be canceled or changed by the CITY or the EMPLOYEE, except in the case of an emergency situation.
- G. Once an EMPLOYEE'S vacation slots on the master vacation list have been approved by the Department, they shall not be canceled or changed (except to accommodate the difference of work schedules between A/B/C shifts) because of promotion or a departmentally-initiated shift change, regardless of the effect on the

minimum staffing level.

- H. Additional unscheduled vacation time off must be requested 60 minutes prior to the beginning of said unscheduled vacation and a minimum of four (4) hours must be taken at any one time. The Fire Chief or his representative shall respond to the EMPLOYEE'S request for unscheduled vacation within 30 minutes, subject to the capabilities of Telestaff and/or Webstaff software. Beginning January 1, 2005, two annual vacation slots will be provided year-round. The second vacation slot shall not be provided in the event of an extended absence longer than 12 shifts.
- I. Additional vacation, as set out in Section I above, will be approved only when staffing levels allow, in accordance with the current minimum staffing policy of thirteen (13) persons of the rank of Captain and below (on a first-come, first-serve basis).
- J. When a Captain is in a paid acting position of a Division Chief, he/she will not be included in calculating minimum staffing for additional unscheduled vacation time off.

SECTION 1.14 COMPENSATORY TIME OFF

EMPLOYEES may accumulate compensatory time off up to 48 hours. The 80-hour Fire Battalion Chief may accumulate compensatory time off up to 224 hours (one hour of overtime equal to one and one-half hours of comp time). The EMPLOYEE shall have the option of either taking comp time or overtime pay, prior to working the overtime.

Compensatory time off must be taken at the mutual agreement of the EMPLOYEE and Fire Chief. Compensatory time off may be converted to pay at the EMPLOYEE'S discretion. Hours converted shall be paid at the current rate of pay.

EMPLOYEES, upon separation, shall be paid at their current rate of pay for their accumulated compensatory time.

SECTION 1.15 HEALTH INSURANCE

The CITY agrees to contribute on behalf of each EMPLOYEE and each eligible annuitant, the minimum contributions as required by the Public Employees Medical and Hospital Care Act (PEMHCA) toward the payment of premiums for health insurance under the PERS Health Insurance program. The EMPLOYEE agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses, and the CITY'S contribution of the minimum required by the PEMHCA. The CITY'S minimum contribution toward health insurance under this section shall be included in the amount contributed to an employee under the CITY'S cafeteria plan as defined in Section 1.18.01. The minimum contributions specified in this section shall be applicable only to the extent that the CITY maintains participation in the PERS Health Insurance program.

All EMPLOYEES must enroll in one of the PERS health program plans, unless they submit to the CITY both (1) proof of group health coverage at least comparable to the current plans offered by PERS, and (2) sign a PERS health insurance waiver. EMPLOYEES who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions for any other eligible plans.

SECTION 1.16 LIFE INSURANCE

The CITY will provide its EMPLOYEES at no cost to them, one (1) times the annual pay in term life insurance and will make available a voluntary supplemental life insurance program for up to an additional two (2) times the basic amount which must be paid for by the EMPLOYEE.

SECTION 1.17 EAP PROGRAM

The CITY will provide an Employee Assistance Program (confidential assessment and referral system) which includes up to six (6) counseling sessions at no cost to the EMPLOYEE. This program is on a voluntary basis. If the EMPLOYEE seeks to use any of the referral agencies in this program, the cost shall be paid for by the EMPLOYEE. The CITY agrees to distribute details of this program to all EMPLOYEES.

In addition, the CITY shall make available a counselor through the current CITY EAP Program or a counselor selected by Fire Department Management, for critical incident debriefing as soon after the incident as possible at no expense to the EMPLOYEE. This counselor shall be contacted by the Fire Chief or his designated representative and will meet with all EMPLOYEES involved in the critical incident.

SECTION 1.18 FLEXIBLE SPENDING ACCOUNT

A flexible benefit spending account, in accordance with Section 125(g) of the Internal Revenue Service Code, will be offered to all employees so that employees may elect to budget for certain health and welfare benefits on a pre-tax basis. If the CITY does not meet IRS regulations for any reason, this benefit will be discontinued.

SECTION 1.18.01 CAFETERIA PLAN

The CITY agrees to provide a cafeteria style benefit plan for all EMPLOYEES. The CITY's current monthly cafeteria contributions are:

Employee Only	Employee + 1	Family
\$564.72	\$1,009.32	\$1,314.58

Effective with the start of the second pay period in December 2016, the following additional monthly contributions shall be added to the currently monthly cafeteria benefit plan amounts:

- Employee Only: Additional \$20/mo. (\$584.72)
- Employee + 1: Additional \$30/mo. (\$1,039.32)

- Family: Additional \$40/mo. (\$1,354.58)

Effective with the start of the second pay period in December 2017, the following additional monthly contributions shall be added to the 2016 monthly cafeteria benefit plan amounts:

- Employee Only: Additional \$20/mo. (\$604.72)
- Employee + 1: Additional \$30/mo. (\$1,069.32)
- Family: Additional \$40/mo. (\$1,394.58)

The allocation shall be used to pay for the benefits in the cafeteria plan selected by the EMPLOYEE, to include health insurance, dental insurance, flexible spending accounts, and other options as the CITY may make available. In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE'S salary as a payroll deduction.

In the event that the total cost of benefits or flexible spending accounts is less than the cafeteria allotment, the EMPLOYEE will receive the balance in the form of cash (less all applicable taxes). An EMPLOYEE who has met the requirements stated in Section 1.15 and elects not to be covered under CITY-provided medical insurance, or ASSOCIATION-sponsored medical insurance that has been approved by the CITY, shall receive an allotment of \$115 per month for other cafeteria benefits.

AFFORDABLE CARE ACT (ACA) REOPENER ON HEALTH INSURANCE

The City may reopen negotiations on the issue of health insurance or the cafeteria plan in order to avoid penalties or taxes under the ACA that may result from an interpretation of the ACA by an agency of the Federal Government (including, but not limited to, a revenue ruling, regulation or other written guidance) or a ruling by a court of competent jurisdiction.

SECTION 1.19 RETIREMENT

- A. Sworn Employees Who Are Classic Members (i.e., Employees Who Do Not Qualify As New Members Under The California Public Employees' Pension Reform Act Of 2013 ("PEPRA")).

The CITY shall provide the 3 percent at age 50 retirement for all EMPLOYEES hired on or before September 30, 2011, as provided for under the Public Employees' Retirement System (PERS) including the post-retirement survivor allowance (§21263.1), the third level of the 1959 Survivor Benefit (§21382.4), and sick leave conversion (§20862.8). The EMPLOYEE will pay the EMPLOYEES' nine (9.0) percent retirement contribution to PERS and said contribution shall be vested in the EMPLOYEES' account. Retirement pay shall be computed on the year of highest base pay, including payment earned in the Educational Incentive Program.

The CITY shall amend its contract with PERS to create a two-tier retirement system under Government Code section 20475 effective on October 1, 2011, or as soon thereafter as administratively possible. For all EMPLOYEES hired on or after October 1, 2011, the CITY

shall provide the 3% @ 55 retirement formula, as set forth in Government Code section 21363.1. The EMPLOYEE will pay the EMPLOYEES' nine (9.0) percent retirement contribution to PERS and said contribution shall be vested in the EMPLOYEES' account.

B. Sworn Employees Who Qualify As New Members Under PEPRA.

Employees who are "New Members" under PEPRA (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

- The retirement formula shall be 2.7% @ 57; three year average final compensation. New Members shall pay at least 50% of normal cost as determined by CalPERS and the City may not pay any part of the member contribution. All other CalPERS contract amendments/benefits listed in the tiers above shall apply to New Members unless prohibited by PEPRA.

The CITY has contracted with PERS to include Military Service Credit as Public Service. An EMPLOYEE may elect to purchase up to four years service credit for any continuous active military or merchant marine service prior to employment. The EMPLOYEE is responsible for any costs to purchase such service credit.

SECTION 1.19.01 RETIREE HEALTH SAVINGS PLAN

The CITY and ASSOCIATION have established a Retiree Health Savings Plan (ICMA-RC VantageCare plan). Based on final I.R.S. regulations concerning this plan, elective contributions under this plan ceased on December 31, 2007. Participant contributions shall remain in each EMPLOYEE's and retiree's individual account to be used consistent with plan rules and I.R.S. regulations.

SECTION 1.20 USE OF PAID LEAVE

Paid leave shall be used prior to an employee being eligible for unpaid leave. This provision does not apply if an employee is receiving temporary disability benefits through Workers' Compensation, State Disability Insurance, the Paid Family Leave program, or while the EMPLOYEE is on military leave. Any exceptions to this provision must be approved by the City Manager prior to the unpaid leave.

EMPLOYEES who resign shall not use paid leave to extend their resignation dates. The last day worked shall be considered the date of resignation and compensable accrued paid leave shall be paid off in lump sum. EMPLOYEES who retire may use paid leave to extend their retirement dates with prior approval of the City Manager.

Leave (except catastrophic and compensatory leave) must be earned prior to the pay period in which it is used.

SECTION 1.21 SICK LEAVE ACCUMULATION AND USE

EMPLOYEES will earn 5.538 hours sick leave accrual per pay period.

Sick leave shall accumulate without limit for each EMPLOYEE.

Sick leave with pay is collectible only when an EMPLOYEE reports promptly to his immediate supervisor or Division Chief the reason for his absence, keeps the immediate supervisor or Division Chief informed of his condition if the absence is more than three shifts, the employee permits the CITY to make such medical examinations it deems desirable, and the employee furnishes written reports from a licensed and practicing physician when requested by the CITY.

An EMPLOYEE may use sick leave with pay for absences necessitated by illnesses or injuries unrelated to workers' compensation, required medical or dental care, exposure to contagious diseases, or the death, illness or injury of a member of his/her immediate family. "Immediate Family" shall include the EMPLOYEE'S parents, brothers and sisters, spouse or children, stepchildren, grandparents, and mother-in-law and father-in-law.

When an EMPLOYEE requests to be absent from work because of death of an immediate family member, he/she will be granted up to two (2) shifts sick leave including travel time

Any EMPLOYEE on vacation or holiday who becomes ill or injured will be permitted to use sick leave during such period, provided the EMPLOYEE furnishes a written report from a licensed and practicing physician.

SECTION 1.21.01 CATASTROPHIC LEAVE PROGRAM

Vacation, holiday, or compensatory time credits may be transferred from one or more EMPLOYEES to another EMPLOYEE on a cost-for-cost basis, upon the request of both the receiving EMPLOYEE and the transferring EMPLOYEE and upon approval of the Fire Chief, under the following conditions:

- a. The receiving EMPLOYEE is required to be absent from work due to injury or the prolonged illness of the EMPLOYEE, or the EMPLOYEE'S parent, spouse or child; has exhausted all earned leave credits, including but not limited to sick leave, vacation leave, compensatory time and holiday credits; and is therefore facing financial hardship.
- b. The transfers must be for a minimum of eight hours and in whole hour increments thereafter.

- c. The total credits received by an EMPLOYEE shall normally not exceed 728 hours; however, if approved by the City Manager, the total credits may be increased.
- d. The request for transfers must be made in writing with the signature of the transferring EMPLOYEE, receiving EMPLOYEE, and the department head(s). The Human Resources Division will verify eligibility, determine the cost for transferable hours, and prepare the appropriate transaction.
- e. The transfers are irrevocable, and will be indistinguishable from other vacation, holiday or compensatory credits belonging to the receiving EMPLOYEE. Transfers will be subject to all taxes required by law.
- f. This program is not subject to the Grievance Procedure of this Agreement.

SECTION 1.22 UNUSED SICK LEAVE REIMBURSEMENT

All EMPLOYEES are eligible to convert unused sick leave to additional years of service as provided through the PERS sick leave conversion program as provided in section 1.19 of this MOU.

Upon normal or disability retirement or death, EMPLOYEES who have more than ten (10) years of service may elect to receive from the CITY an amount equal to 40 percent of a maximum of 1200 hours of the current cash value of the unused sick leave credited to his or her account. Nothing in this article shall in any way affect normal accumulation of sick leave for the purpose of sick leave.

For the purpose of defining "normal" retirement, an EMPLOYEE shall be eligible for this benefit as a retiree if he has attained the age of 50 with 10 years of service with the CITY. For "disability" retirees, all that is required is 10 years of service with the CITY.

Any sick leave converted to cash will reduce the available time for conversion to years of service as provided through the PERS sick leave conversion benefit.

SECTION 1.23 UNUSED SICK LEAVE CONVERSION

An EMPLOYEE may convert unused sick leave during the first pay period in November of each year provided said EMPLOYEE has not used more sick leave than is allowed by the following formula in the previous 12 calendar months:

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
24 or less	56
24.1 to 36	48
36.1 through 60	36
60.1 or more	0

Sick leave may be converted to an equal amount of vacation time or pay based on the current rate of pay. An EMPLOYEE cannot reduce his/her accumulated sick leave balance below the amount he/she would have earned during a two (2) year period. No prorations shall be made for an EMPLOYEE terminating before the first payday in November.

Sick leave conversion benefits will be paid no later than the 15th day of December of each year, and retroactive payments are not available. Any payroll corrections made regarding past sick leave usage will only apply to this benefit if corrections are made by December 31st of the calendar year in which payment is made.

SECTION 1.23.01 LIMITED DUTY

The CITY shall provide limited duty for EMPLOYEES who have physical limitations due to pregnancy, off-duty injuries, or illnesses. Subject to the following conditions:

- A. The availability of limited duty and the ability of the EMPLOYEE to perform the limited duty shall be determined by the Fire Chief, taking into consideration the EMPLOYEE'S job description and the recommendations of the EMPLOYEE'S physician.
- B. An EMPLOYEE who is on limited duty shall immediately notify the department when the EMPLOYEE is available for normal duty and shall give the department a physician's statement indicating that the EMPLOYEE may return to normal duty.
- C. EMPLOYEES placed on limited duty may be assigned to a 9/80 work schedule. For time and payroll purposes, each 9-hour workday will be credited as 12.44 hours of equivalent time. Each 9-hour holiday or vacation day will be debited at the rate of 12.44 hours.

Nothing in this Article is intended to limit or restrict any rights the CITY or EMPLOYEE may have under California Workers' Compensation Law.

SECTION 1.23.02 RETURN TO FULL DUTY

If any EMPLOYEE has an off-duty injury or illness, or is returning to work after a pregnancy, the CITY may require the EMPLOYEE to go to a doctor selected by the CITY for an examination specific to his/her injury or illness to confirm the return to full duty status prior to returning to duty.

If the recommendation of the CITY doctor conflicts with the recommendation of the EMPLOYEE'S doctor, the CITY will request that both doctors discuss the differences, and come to an agreement on when the EMPLOYEE may return to full duty.

If the above procedure is unsuccessful, a Doctor agreed upon by the CITY and EMPLOYEE will perform an examination specific to the EMPLOYEE'S injury or illness and his/her opinion will determine the EMPLOYEE'S return to full duty status. The confirmation

procedure should be completed as soon as possible and not more than seven (7) days after the EMPLOYEE submits a return to duty notice from his/her doctor. The CITY will make an effort to provide limited duty to the EMPLOYEE during this transition period as provided in the MOU.

SECTION 1.24 OUT-OF-CLASS PAY

Where an EMPLOYEE is temporarily assigned to a higher classification for the convenience of the CITY for a period equal to or more than 8 hours, the EMPLOYEE shall be paid at least five (5) percent above his regular rate, or the A step of the class in which he is working, whichever is greater, on an hour for hour basis. Should the 5% calculation result in a salary that is between steps (e.g., if the 5% calculation is between step C and step D) the EMPLOYEE shall be paid Out-of-Class Pay at the computed 5% rate. It shall not be rounded up to the next step.

Out-of-Class Pay shall not be paid to an EMPLOYEE when he/she is out sick or on other scheduled/unscheduled days off.

Prior to commencing negotiations for a successor MOU, the CITY and ASSOCIATION agree to have discussions on an alternative Out-of-Class Pay plan. Should a mutually acceptable plan be developed prior to the commencement of negotiations for a successor MOU, the CITY and ASSOCIATION agree to draft a Side Letter of Agreement to implement the plan.

SECTION 1.25 TUITION REIMBURSEMENT

The CITY shall reimburse each EMPLOYEE, up to a maximum of \$1000 per fiscal year for tuition and textbook costs for an approved college course related to the EMPLOYEE'S job responsibilities. Prior approval of the Fire Chief and the Human Resources Manager is required. In order to qualify for reimbursement, the EMPLOYEE must receive a "C" grade or better.

In addition, the \$1000 may be used for non-college classes that are job related and enhance a job skill and must be approved by the Fire Chief and Human Resources Manager prior to attendance. Proof of attendance will be required for reimbursement. These funds may be used for the cost of certificates for California Fire Marshal State Certifications (i.e., Chief Officer, Fire Officer, Prevention Officer, and Fire Investigator).

SECTION 1.26 UNIFORM ALLOWANCE

The CITY will provide each EMPLOYEE covered by this MOU an annual uniform allowance of \$600, payable the first payday in October, for the purchase and maintenance of uniforms. These uniforms shall include the purchase and wearing of coveralls in accordance with written department policies. The CITY agrees to supply and replace any CAL-OSHA required or departmentally authorized safety equipment.

The uniform allowance for new EMPLOYEES hired after October 1 shall be prorated for the period from date of hire to September 30, and shall be paid to the EMPLOYEE as soon as possible and practical after date of hire.

Upon successful completion of probation, the CITY will provide each new EMPLOYEE one "Class A" dress uniform consisting of the following:

- Jacket
- One Pair of Pants
- Shirt
- Shoes
- Tie
- Hat
- Collar Device
- Badge Holder
- Belt
- Applicable Piping

EMPLOYEES on probation may purchase a "Class A" uniform from the CITY's supplier. Upon successful completion of probation, the EMPLOYEE will be eligible for "Class A" uniform reimbursement, up to the CITY's cost for "Class A" uniforms in lieu of being provided a "Class A" uniform. The monetary value of "Class A" uniforms is \$573 as of January 2016. The CITY acknowledges this cost may rise in the future. Reimbursement and the reported amount of reimbursement will be for the actual cost of the "Class A" uniform.

SECTION 1.27 COURT LEAVE (JURY DUTY)

Court leave is paid leave granted by the CITY to enable the EMPLOYEE to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the EMPLOYEE is not a party, before a Federal, Superior, or Municipal Court located in the County in which the EMPLOYEE resides. Paid Court Leave shall also be granted by the CITY for EMPLOYEES required by the Court to serve on a Grand Jury.

Upon receipt of a notice to serve as a juror, the EMPLOYEE will notify his/her Division Chief of the notice and scheduled time of service. When in the opinion of the Fire Chief, such duty will adversely affect the operations of the Department, the EMPLOYEE will request deferral or exemption from jury duty. The CITY will submit a letter confirming the need for such deferral or exemption if required by the court.

When service as a juror is required, court leave shall be limited to:

1. Required attendance before Federal, Superior, Municipal, or Justice Courts located in the County in which the EMPLOYEE resides; or required Grand Jury service.

2. Time in attendance at court together with reasonable time between court and work if attendance is for less than a full day and the EMPLOYEE can reasonably be expected to return to work.
3. Court leave shall not be granted when the EMPLOYEE is paid an expert witness fee or when attendance is part of the EMPLOYEE'S official CITY duties.
4. EMPLOYEES shall retain payments received for serving as a juror in accordance with Section 215 of the California Code of Civil Procedure.

EMPLOYEES shall report for jury service as follows:

1. If the EMPLOYEE is at work and required to report for possible jury service the following morning, the EMPLOYEE shall be provided early morning relief, enabling the EMPLOYEE to report for service as required.
2. If not impaneled on a jury, the EMPLOYEE shall return to work, if scheduled, as soon as is practical after determining that they have been released for the day.
3. If the EMPLOYEE is impaneled as one of twelve jurors assigned to a case, the EMPLOYEE shall be relieved of duty Sunday evening at 2000 through Friday upon release for the weekend. The EMPLOYEE shall return to work, if scheduled, Friday upon release. The EMPLOYEE shall be required to work a full shift Saturday, or Sunday, 0800 until 2000, if scheduled.
4. The EMPLOYEE shall provide the CITY with a court timesheet to be considered on paid Court Leave.
5. The EMPLOYEE shall keep his/her Division Chief informed of his/her schedule.

SECTION 1.29 EMT

All EMPLOYEES covered by this MOU shall perform emergency medical duties on a first responder basis. All EMPLOYEES shall achieve and maintain certification at the EMT D level as defined in the San Diego County EMS policy as of July 1, 1997. The CITY will provide training on CITY time at no expense to the EMPLOYEE for Emergency Medical Technician training.

In addition to pay provided elsewhere in this agreement, the CITY will pay an amount equivalent to 2.5% of monthly E-step Firefighter/Paramedic to each EMPLOYEE certified at the EMT-D/C level in accordance with County Emergency Medical protocols. The above compensation in combination with salaries as provided elsewhere in this agreement will

constitute the CITY'S full payment for EMT-D/C skills.

EMT Pay shall not be available to EMPLOYEES receiving compensation for Paramedic duties.

SECTION 1.29.01 BILINGUAL PAY

EMPLOYEES who meet the departmental requirements for recognition as "bilingual" (languages as approved by the Fire Chief, including sign language) and who are in assignments where they may regularly use their bilingual abilities shall receive additional compensation of \$50 per month.

SECTION 1.30 MILEAGE

The CITY will provide transportation to EMPLOYEES as required for the performance of their duties. When such transportation is not available, EMPLOYEES may use their private vehicles for transportation (upon direction and/or approval of the Fire Chief or his designee), and will be paid mileage beginning and ending at Fire Station #11 (main station) at the current rate assigned by the Internal Revenue Service, plus reasonable expenses incurred for parking.

SECTION 1.31 CALL BACK PAY

EMPLOYEES released from work who have departed the work premises when called back to duty or who are subpoenaed in the line of duty or at the direction of the Fire Chief to be present in court shall be paid for a minimum of two (2) hours at the overtime rate.

SECTION 1.32 EDUCATIONAL INCENTIVE PAY

The intent of this program is to encourage EMPLOYEES to pursue their educational goals, while promoting the goals of the CITY. As a participant in the Educational Incentive Program, EMPLOYEES are expected to use their educational experiences as a means of contributing to the CITY. An EMPLOYEE'S field of study should complement and be compatible with the objectives of the CITY.

EMPLOYEES who have completed college course prior to their employment with the CITY must have previous courses approved before they will become eligible for the program. EMPLOYEES must have received a "C" grade or better in order to qualify a course toward this program.

All EMPLOYEES are eligible for educational incentive pay so long as they meet the requirement as set out below:

A specialty pay of 1½ percent of the EMPLOYEE'S base salary shall be paid to an EMPLOYEE who has at least 30 approved college units (21 must be in Fire Science or Paramedicine) or has a Fire Science or Paramedicine Certificate. For EMPLOYEES hired

after September 28, 2001, they must attain the Fire Science or Paramedicine Certificate to receive the additional 1½ percent along with the other provisions noted in this paragraph.

A specialty pay of 2½ percent of the EMPLOYEE'S base salary shall be paid to an EMPLOYEE who has an Associate Degree in Fire Science or Paramedicine or 60 approved college units (30 must be in Fire Science or Paramedicine). EMPLOYEES hired after September 28, 2001, must attain the Associate Degree to receive the additional 2½ percent, along with the other provisions noted in this paragraph.

A specialty pay of 5 percent of the EMPLOYEE'S base salary shall be paid to the EMPLOYEE who has 90 approved college units (30 must be in Fire Science or Paramedicine) or a Bachelors Degree. EMPLOYEES hired after September 28, 2001 are required to attain a Bachelors Degree to receive the additional 5 percent, along with the other provisions noted in this paragraph.

Upon promotion, an EMPLOYEE's current educational incentive pay will be used when determining appointment pay step. After initial promotional salary increase, an EMPLOYEE shall not receive an annual step increase over 5%.

Educational incentive pay is non-cumulative and the maximum is 5 percent.

Educational incentive pay shall be reported to CalPERS as special compensation.

SECTION 1.35 SPECIAL PROGRAMS

A Suggestion Awards Program is available to all EMPLOYEES.

SECTION 1.35.01 PHYSICAL TRAINING

The CITY shall continue its current practice of allowing EMPLOYEES time each day for individual physical fitness training. To the extent possible, this time shall be from 0800 to 1000. If this time is interrupted or unavailable due to Department-approved activities, the Captain may allow physical fitness training at 1600.

The CITY agrees to provide a voluntary physical training assessment program with an average cost of at least \$100.00 per year, per employee, to be paid by the CITY.

SECTION 1.36 MANAGEMENT RIGHTS

It is agreed that except as specifically delegated, abridged, granted, or modified by this MOU, all rights, powers, and authority that the CITY has prior to the signing of this MOU are retained by the CITY and remain the right of management. The exercise of such rights, powers, and authority shall not conflict with this MOU.

SECTION 1.37 EMPLOYEE RIGHTS

It is the intent of the CITY to comply with the provisions of the Firefighters Procedural Bill of Rights Acts.

SECTION 1.37.01 PERSONNEL FILES

EMPLOYEES may review their own personnel and/or administrative file with the exception of pre-employment background examinations results and psychological test results, provided reasonable notice by written request is made to the Human Resources Division of the CITY (personnel file), or the Fire Department (administrative file), whichever applies.

The EMPLOYEE shall make an appointment to review his/her personnel or administrative files at least one working day in advance and the CITY shall honor his/her request under normal conditions.

Material derogatory to an EMPLOYEE'S conduct, service, character, or personality, shall not be entered in an EMPLOYEE'S personnel or administrative file unless and until the EMPLOYEE is notified and given an opportunity to review and comment thereon. The EMPLOYEE shall be given a copy of the material on request. The EMPLOYEE shall acknowledge that he/she has read such material by signing and dating the original record, with the understanding that his/her signature signifies only that the material has been read and does not necessarily indicate agreement with its contents.

Any EMPLOYEE wishing to review his/her file under the provisions of this section shall first notify his/her supervisor and obtain approval for the necessary time. Supervisor shall not unreasonably withhold approval, but may set reasonable time limits and schedules so as not to adversely affect Departmental operations. EMPLOYEE need not notify his/her supervisor if this review is not done while on duty.

SECTION 1.38 EXAMS

Exams for positions shall consist of one or more of a combination of written, performance, oral or simulation exercises to evaluate the applicant's skills, training, experience, and personal qualifications for said positions. All EMPLOYEES who pass the Promotional Exams shall be placed on an eligibility list. Said list shall be valid for twenty-five (25) months from date of posting of the list unless there are fewer than three (3) names, in which case the CITY may retest. Promotions from said list shall be governed by the Rule of Three. (That is, one of the top three names on the list shall be promoted.) Any EMPLOYEE who is not selected for promotion shall at his/her request be given a counseling session with the Human Resources Manager and/or Fire Chief to discuss reasons for non-selection and a program for improvement, if necessary.

SECTION 1.41 SAFETY

The CITY will strive to provide a safe and healthy working environment in accordance with applicable State and Federal laws and regulations. Where safety devices or protective equipment is required, its use shall be mandatory by EMPLOYEES.

It is agreed that careful observation of safe working practices and CITY safety rules is a primary duty of all EMPLOYEES.

SECTION 1.42 LAYOFF PROCEDURE

A. Scope & Order of Layoff

When the working force is decreased, layoffs shall occur on a reverse seniority basis, or order of “last hired, first laid off”, WITHIN EACH CLASSIFICATION.

B. Bumping/Demotion

In the event of a layoff, EMPLOYEES may elect to bump back to a lower classification, providing they previously held that position. EMPLOYEES with the least seniority in the lower classification will then be laid off.

If demotions are necessary in upper classifications, the order of reduction shall be established by reverse seniority, based on the date of promotions, within the classification. If reinstatement is available, reinstatement shall be made in reverse order of demotion within that classification until all EMPLOYEES are reinstated, provided that the EMPLOYEE’S job performance has been satisfactory in regular and acting assignments and EMPLOYEE has remained in a position classification covered by this MOU.

C. Seniority Date

The seniority date of an EMPLOYEE shall be based upon the original date of hire for regular CITY employment for firefighter or date of promotion for other classifications. (If two (2) or more EMPLOYEE’S seniority dates are the same, the highest ranking on the department eligibility list will determine seniority.) Periods of military leave or approved leaves of absence, or if the EMPLOYEE served in good standing for a minimum of two years with a service interruption of not more than one year, shall be credited as continuous service with the CITY. (If interrupted service, time on “non-paid” status will be deducted.)

D. Notice of Layoff to EMPLOYEES

The CITY will strive to provide an EMPLOYEE to be laid-off with a written notification 30 days in advance. In no event, however, will the notification be less than 14 days.

E. Reinstatement Following Layoff

For a period of twenty-four (24) months from the date an EMPLOYEE is laid off due to non-disciplinary reasons, the name of the EMPLOYEE shall be placed on a reinstatement list for the job classification held by the EMPLOYEE at the time of the

layoff or demotion. Placement on the reinstatement list shall be in order of seniority and EMPLOYEES will be reemployed in reverse order of layoff within a classification. Any vacancy occurring in a classification for which such a list has been developed shall be filled by a person on the list, provided that the following conditions are met:

1. The person is still qualified for the classification (must pass medical exam, and physical agility comparable to the last Heartland physical agility exam); and
2. The person is available and accepts the reinstatement offer; and
3. The person keeps all certifications and licenses current (CITY to reimburse expenses); and
4. The CITY is not prohibited by law or court ruling from making the reinstatement on this basis.

For the period from twenty-five (25) to forty-eight (48) months from the date an EMPLOYEE is laid off due to non-disciplinary reasons, the EMPLOYEE shall not be required to take preliminary screening tests and shall be placed in the grouping of candidates selected for final interviews/testing for any vacancy within any classification previously held by the EMPLOYEE. The CITY reserves the right to offer employment to the candidate it considers most highly qualified and may or may not offer re-employment to the laid-off EMPLOYEE. An offer of employment may be at any step in the current salary range for the classification and will be subject to the following conditions:

1. The person is still qualified for the classification (must pass medical exam, and physical agility comparable to the last Heartland physical agility exam); and
2. The person meets all certification and license requirements; and
3. The CITY is not prohibited by law or court ruling from making the offer of employment on this basis.

F. Removal of Names from List

The Human Resources Manager may remove an EMPLOYEE'S name from a reinstatement list if any of the following occur:

1. The individual indicates that he/she will be unable to return to employment with the CITY during the life of the list; or
2. The individual cannot be reached after reasonable efforts have been made to

do so; or

3. The individual refuses two (2) reinstatement offers.

The Human Resources Manager shall make every effort to transfer an EMPLOYEE who is affected by a layoff to a vacant position for which the Human Resources Manager determines the EMPLOYEE is qualified, and the EMPLOYEE accepts the transfer. This effort will not affect the EMPLOYEE'S reinstatement position.

SECTION 1.43 SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU.

SECTION 1.43.01 AMERICANS WITH DISABILITIES ACT

Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual case-by-case basis, the CITY and ASSOCIATION agree that accommodations necessary to comply with the American With Disabilities Act shall supersede any conflicting provisions of this MOU.

The ASSOCIATION recognizes that the CITY has the legal obligation to meet with the individual EMPLOYEE to be accommodated before any adjustment is made in working conditions. The CITY will notify and seek the input of the ASSOCIATION of these proposed accommodations prior to implementation. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

SECTION 1.43.02 NON-DISCRIMINATION

The CITY and the ASSOCIATION agree that all persons are entitled to equal employment opportunity and the CITY and the ASSOCIATION will not discriminate against qualified persons because of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, sexual orientation, veteran status, disability, physical handicap, or medical condition. It is the CITY'S and the ASSOCIATION'S policy to treat all persons on the basis of merit, qualifications, and competence.

SECTION 1.43.03 CHANGES IN STATE OR FEDERAL HEALTH LAWS

If, pursuant to any Federal or State law enacted subsequent to the effective date of this MOU, the CITY or EMPLOYEES are required to pay contributions or taxes for hospital, medical, dental or any other benefits to be provided to EMPLOYEES, the CITY and the ASSOCIATION shall meet-and-confer relating to sections of this MOU affected by such legislation.

SECTION 1.44 CONTINUATION

Except as expressly set forth in this MOU, all existing Ordinances, Resolutions, past practices, and policies of the CITY pertaining to matters within the scope of the representation shall remain in full force and effect.

SECTION 1.44.1 APPLICATION OF LANGUAGE

Unless otherwise specified by Section, all language in this MOU applies to all EMPLOYEES represented by the ASSOCIATION.

SECTION 1.45 NO STRIKE CLAUSE

EMPLOYEES shall not engage in any strike, sit-down, slowdown or work stoppage during the life of the MOU.

SECTION 1.46 SALARIES

Effective with the first full pay period beginning on or after July 1, 2016 the CITY shall provide market adjustments at steps A through E for classifications represented by the ASSOCIATION by the following amounts:

Battalion Chief	9.0%
Fire Captain	5.0%
Engineer	4.0%
Firefighter/Paramedic	2.5%

- 3.0% base salary increase effective with the first full pay period beginning on or after July 1, 2016.
- 3.0% base salary increase effective with the first full pay period beginning on or after July 1, 2017.

FY 2016-2017:

	A	B	C	D	E
Firefighter Paramedic	22.62	23.74	24.93	26.18	27.49
Fire Engineer	22.94	24.08	25.29	26.55	27.88
Fire Captain	26.10	27.40	28.78	30.21	31.73
Fire Battalion Chief (80 hour)	45.10	47.36	49.73	52.21	54.83
Fire Battalion Chief (112 hour)	32.22	33.83	35.52	37.29	39.16

FY 2017-2018:

	A	B	C	D	E
Firefighter Paramedic	23.30	24.46	25.69	26.97	28.32
Fire Engineer	23.63	24.81	26.05	27.35	28.72
Fire Captain	26.88	28.22	29.63	31.12	32.67
Fire Battalion Chief (80 hour)	46.46	48.78	51.23	53.79	56.48
Fire Battalion Chief (112 hour)	33.19	34.85	36.59	38.42	40.34

Advancement from one step to another is based upon merit and is not automatic. With satisfactory performance, however, an EMPLOYEE may advance within the "A" to the "C" steps at six month intervals. Advancement from the "C" to "D" and from the "D" to "E" step may occur at one year intervals with satisfactory performance.

SECTION 1.46.1 PARAMEDIC PROGRAM

This section sets forth the terms and conditions under which the CITY shall maintain a Paramedic Program. This section replaces the Supplemental Memorandum of Understanding between the CITY and the ASSOCIATION, dated May 11, 2004. This section shall remain in effect for so long as funding is available through the AMR agreement or AMR successor.

A. Voluntary Separation From The Paramedic Program

An EMPLOYEE will have the option of leaving the Paramedic Program under the following conditions:

1. An EMPLOYEE may request to leave the Paramedic Program if the EMPLOYEE is promoted to a higher rank.
2. Any request to leave the Paramedic Program shall be at the discretion and approval of the Fire Chief.

B. ASSOCIATION Input

1. The ASSOCIATION, through the Emergency Medical Services Committee, will be allowed to provide input into the development of Quality Assurance and Quality Improvement Programs.
2. The ASSOCIATION, through the Emergency Medical Services Committee, will be allowed to provide input into the development of Standard Operating Procedures for the Paramedic Program.

C. Paramedic Specialty Compensation Plan

1. Individuals receiving Paramedic Specialty Compensation shall not be eligible for either EMT or Combitube compensation provided for in Section 1.29 of the MOU between the CITY and ASSOCIATION.
2. Budgeted Paramedic shall be defined as any Paramedic holding the rank of Firefighter/Paramedic.
3. Primary Paramedic shall be defined as the EMPLOYEE assigned by the Department to be the Paramedic of Record. This person is typically and functionally the Firefighter/Paramedic position.
4. In order to be eligible for Paramedic Specialty Compensation, an EMPLOYEE must maintain and provide the Department with proof of certification and license. EMPLOYEES shall bear full responsibility for receiving required training. The CITY shall not be responsible for providing classes and training required to maintain paramedic certification and licensure.
5. Compensation for EMPLOYEES not filling a Budgeted Paramedic position
Fire Engineers and Fire Captains who are not filling a Budgeted Paramedic position shall:
 - a) Receive 7.5% Paramedic Specialty Compensation and have the title *PM Cert.* i.e., Fire Engineer PM Cert or Fire Captain PM Cert. The Paramedic Specialty Compensation shall be computed as a percentage of E-Step Firefighter/Paramedic.
 - b) Remain available to fill vacancies in the Primary Paramedic position at the Department's discretion.
6. Compensation for EMPLOYEES filling a Budgeted Paramedic position
Fire Engineers and Fire Captains that are temporarily assigned to fill a Paramedic of Record position shall receive an additional 7.5% Paramedic Specialty Compensation, for a total of 15% while so assigned.
 - a) In order to receive the additional 7.5% Paramedic Specialty Compensation, an EMPLOYEE must be assigned as the Primary Paramedic for a minimum of four (4) hours. The additional 7.5% Paramedic Specialty Compensation shall be paid on an hourly basis for those hours assigned as the Primary Paramedic.
 - b) In addition, the CITY currently maintains a list of Fire Engineer Paramedics who were grandfathered to receive the full 15%

Paramedic Specialty Compensation, regardless of whether or not they are serving as the Paramedic of Record. This list is memorialized in a side letter from the City Manager to the labor group dated October 17, 2012.

D. Intern Program

The CITY and ASSOCIATION agree to reopen discussions on the Paramedic Program in the event that a Paramedic Intern Program is proposed by the CITY.

SECTION 1.47 DURATION

The terms of this MOU shall be effective July 1, 2016 and continue in effect until June 30, 2018, and shall not be modified without mutual written consent of the parties except as provided for by the Meyers-Millias-Brown Act.

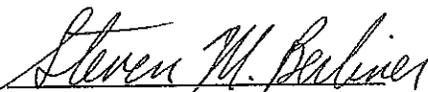
Negotiations for a succeeding term shall begin no later than May 1, 2018 provided that either the CITY or ASSOCIATION had provided notice of intent to negotiate a new MOU no later than March 1, 2018.

In the event that neither the CITY nor the ASSOCIATION provide written notice of intent to negotiate a new MOU by March 1, 2018, the current MOU shall remain in effect for one additional year with no changes except that the notice period of this section shall be extended for one year.

The above is, hereby, agreed to by the negotiators for the CITY and the ASSOCIATION on September 6, 2016.

CITY OF LA MESA

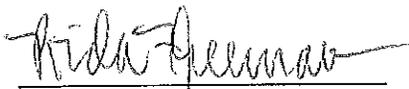
BY:



Steven M. Berliner
Chief Negotiator



Yvonne Garrett
City Manager



Rida Freeman
Human Resources Manager

HEARTLAND FIREFIGHTERS
OF LA MESA LOCAL #4759



Brent Baum
President



Todd Nelson
Negotiator

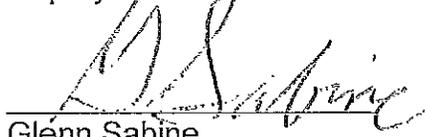


Thomas Brown
Negotiator

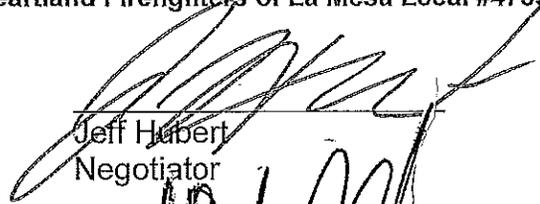
MOU 2016-2018 – Heartland Firefighters of La Mesa Local #4759



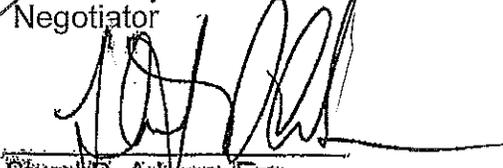
Gregory McAlpine
Deputy Fire Chief



Glenn Sabine
City Attorney



Jeff Habert
Negotiator



Stuart D. Adams, Esq.
Negotiator for ASSOCIATION

ANNEX A – ANNUAL SHIFT BID PROCESS

To accommodate staffing in the fire department, the department uses a “bid” system process. This system allows employees to bid for a station assignment for the upcoming year.

The following guidelines are used in the annual bid system process:

- A) In years ending in an even number, the bid will be department wide with members allowed to move from shift to shift. In years ending with an odd number, the bid will be shift wide with members allowed to move within their shift only.
- B) The Deputy Fire Chief or his designee will conduct the bid each year.
- C) Captains will be allowed to select first based on seniority within the rank, with the senior Captain selecting first. All Captains will select a station prior to Engineers.
- D) Engineers will be allowed to select next based on seniority within the rank, with the senior Engineer selecting first. All Engineers will select a station prior to Firefighter/Paramedics. To meet the needs of the department, each Engineer should spend at least one four shift cycle per year at Station 11 on the truck company. This will be managed by the Deputy Fire Chief or his designee.
- E) Firefighter/Paramedics will be allowed to select next based on seniority within the rank, with the senior Firefighter selecting first.
- F) New hires or promotions will be placed by management regardless of date, month or year.
- G) The Fire Chief reserves the right to make changes in station assignments, or place personnel to meet the needs of the department at any time.
- H) If a vacancy occurs at any time during the duration of the bid, a request to be moved to the vacant shift may be made in writing to the Deputy Fire Chief or his designee. Seniority shall be considered when dealing with multiple requests.