

TO: James L. App, City Manager

FROM: Meg Williamson, Assistant to the City Manager

SUBJECT: Wage and Benefit Agreement for Paso Robles Professional Firefighters

DATE: January 7, 2003

NEEDS: For the City Council to consider a new wage and benefit agreement with workers represented by the International Association of Firefighters (I.A.F.F. Local 4148).

- FACTS:
- 1 The City is obligated under State law to meet and confer with its employee groups to discuss wages, benefits, terms and conditions of employment.
 2. The City Council authorized its bargaining agents to so meet and confer with the employee bargaining groups.
 3. The City's firefighter personnel were previously a "non-represented" work group. However, in January of 2002, the City was notified that the work group had organized under the I.A.F.F. Local 4148 as "Paso Robles Professional Firefighters."
 4. Negotiations have been taking place over this past year and the Paso Robles Professional Firefighters have ratified a tentative agreement to establish a 4-year contract effective April 1, 2002.
 4. The Firefighter agreement includes an annual 3% salary adjustment each of the four years (with an additional 5% adjustment in the first year of the contract as an equity adjustment benchmarked off of Police Officers).
 5. The agreement also includes modification to establish Incentive Pay categories related to key assignments and employee qualifications. Incentive categories include: a) Hazardous Materials Specialist assignment; b) Driver/Operator qualifications; c) Fire Officer certification.
 6. The agreement clarifies conditions and application of acting Captain pay at 5% above a regular position classification, when assigned to that rotating duty, for a minimum of six (6) hours or greater.
 6. The terms for health coverage remain the same, as do dental and vision.

ANALYSIS &

CONCLUSION: The Firefighter bargaining group has ratified a tentative agreement that will establish pay and benefits that are comparable to the City's defined labor market and are internally aligned with the balance of the City work force.

POLICY

REFERENCE: California Government Code, Municipal Code Sec. 2.40.030(c), and Resolution 99-184 (Non-Represented Emergency Services Workers).

FISCAL

IMPACT:

Costs of the contract are within established budget parameters.

OPTIONS:

- a. Adopt Resolution No. 03-xx approving an amendment to the Compensation and Benefit Plan for the Paso Robles Professional Firefighters effective April 1, 2002 to March 31, 2006.
- b. Amend, modify or reject above option.

Attachment:

1. Resolution approving amendment to Compensation and Benefit Plan for Professional Firefighters

RESOLUTION NO. 03-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AMENDING THE COMPENSATION AND BENEFIT PLAN FOR
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS - I.A.F.F. LOCAL 4148
(PASO ROBLES PROFESSIONAL FIREFIGHTERS)

APRIL 1, 2002 – MARCH 31, 2006

WHEREAS, the Government Code of the State of California prescribes a procedure for discussing and resolving matters regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the Paso Robles Municipal Code Section 2.40.030(c) provides that appointive officers and employees shall received such compensation as may be fixed by resolution of the City Council; and

WHEREAS, Resolution 99-184 did establish and set forth salaries and benefits for Non-Represented Emergency Services Workers; and

WHEREAS, in January 2002 the Non-represented Emergency Services Workers notified the City of Paso Robles that they had organized under the International Association of Firefighters (I.A.F.F. Local 4148) as the "Paso Robles Professional Firefighters," and;

WHEREAS, the workers and City representatives did meet and confer and reach tentative agreement concerning amendments to the compensation and benefit plan;

NOW, THEREFORE, LET IT BE RESOLVED by the City Council of the City of El Paso de Robles that the City Manager is authorized to execute a Memorandum of Understanding with the Paso Robles Professional Firefighters effective April 1, 2002 through March 31, 2006 attached hereto and included herein by reference.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 7th day of January 2003 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Sharilyn M. Ryan, Deputy City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF EL PASO DE ROBLES
AND THE
PASO ROBLES PROFESSIONAL FIREFIGHTERS
IAFF, LOCAL 4148**

April 1, 2002 to March 31, 2006

ARTICLE I - TERM OF MEMORANDUM OF AGREEMENT

The term of the Memorandum of Agreement shall be for four (4) years commencing on-April 1, 2002, and expiring on March 31, 2006. Meet and confer shall commence no later than January 15, 2006.

- a) It is agreed and understood that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to “meet and confer” and that the understandings and agreement arrived at after the exercise of that right are set forth in this Agreement. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject matter, whether referred to or not in this Agreement.
- b) Any provisions, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved, and implemented by the City Council.
- c) The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE II – UNION RIGHTS

1. AGENCY SHOP

Pursuant to legislation enacted by SB 739 and amendment to the Meyers-Milias-Brown Act, the City and the Union agree to abide by the following provisions as they relate to an agency shop and an agency shop election.

- 1. Agency Shop as defined under Meyers-Milias-Brown means “an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, general assessments of the organization.” The City and the Union agree that an agency shop arrangement between the City and Union shall be placed in effect upon:

- (a) A signed petition of 30% of the employees in the applicable bargaining unit requesting an agency shop agreement and an election to implement an agency fee arrangement, and
 - (b) Within thirty days of the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the agency shop election. An election that may not be held more frequently than once a year shall be conducted by the Division of Conciliation of the Department of Industrial Relations.
- 2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or finally support public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, chosen by the employee from a list approved by the City for the purpose of payroll deductions. Proof of the payments shall be made on a bi-weekly deduction report to the Union as a condition of continued exemption from the requirement of financial support to the Union.
 - (a) To qualify for the religious exemption, the employee must provide to the Union, with a copy to the City, a written request for the exemption, along with verifiable evidence of membership in a religious body as described above. The City will implement the religious exemption within thirty (30) days of the written request unless notified by the Union that the requested exemption is not valid.
- 3. If an Agency fee arrangement is implemented pursuant to this Section, covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the City shall deduct the agency fee from the employees pay check. The City agrees to promptly remit to the union all monies deducted accompanied by a “Bi-weekly Agency Fee Deduction report” to include the names, social security numbers and amounts of deductions in the same manner and timeframes as the current provision of the dues deduction reports.
- 4. If implemented, an agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding, provided that:
 - (a) A request for such a vote is supported by a petition of at least 30% of the employees in the bargaining unit;
 - (b) The vote is by secret ballot;

- (c) The vote may be taken at any time during the term of the Memorandum of Understanding, but in no event shall there be more than one vote taken during the term.
- 5. An agency shop arrangement shall not apply to management, confidential, or supervisory employees.
- 6. Upon entering into an agency shop arrangement, the Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an opening statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.
- 7. In the event that an agency fee arrangement is implemented, the Union shall indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.

2. DUES DEDUCTIONS

The City and Union agree that requests for, changes in, and cancellations of Union dues and other deductions referenced in this Article, shall be promptly processed through the Union and put into effect at the employee's, or in the case of authorized changes pursuant to the Union's bylaws at the Union's request. Deductions may vary by employee. Changes will be processed as soon as practical. Deductions shall be made from each pay check and remitted to the Union biweekly.

The City agrees to promptly provide to the Union a list of employees hired or transferred into the unit including; at a minimum, the name, class title, department, and division location.

The Union agrees to indemnify and hold the City harmless from any liabilities which may arise as a result of the application of this Article. Requests for deductions shall be made on Union Authorized cards in accordance with applicable State law. Changes to the Union authorized card shall require approval by the City in advance.

3. UNION BUSINESS

The City shall allow employees who are members of the Executive Board or their designated representatives of the Paso Robles Professional Firefighters, Local 4148, to conduct business on paid City time for such items as negotiations, grievance resolution, and/or any meetings with either City Administration or the Fire Department Management on matters within the scope of representation. Remaining Union business should be

scheduled outside of normal work hours, (ie 0800 to 1700 hours), except employee lunch periods and breaks.

The City will allow paid time off for up to forty-eight (48) hours per quarter for officers of Local 4148. This time will be used for official Union business representing Local 4148.

a. Interoffice Mail, E-Mail, Bulletin Boards, and Computers:

The Union shall have access to interoffice mail, existing bulletin boards, e-mail, and computers in the department employee work areas, for the purpose of posting, transmitting, or distributing notices or announcements that pertain to Local 4148 official business. Such permission is given with the understanding that no political inflammatory, or derogative information will be distributed.

b. Use of Meeting Places:

The Union shall have the right to reserve City meeting and conference rooms. Such meeting places will be made available in conformity with the City regulations and subject to the limitations of prior commitment. The Union shall have the right to use Fire Stations for Union meetings with notification made to the Fire Chief or his/her designee at least three (3) days in advance of any regular or special meeting, and at least one (1) day in advance of any emergency meeting conducted within the City facility. There shall be no more than one (1) regular meeting per month. All meetings shall be conducted outside of the normal "work day". The City will allow out-of-district meetings, while remaining in service within the City of Paso Robles for on-duty personnel for up to three (3) hours, unless otherwise approved by a Chief Officer.

4. MANAGEMENT RIGHTS

In order to ensure that the City shall continue to carry out its public health and safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient service for the citizens of El Paso de Robles, the City continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights set forth in the City's Personnel Rules and Regulations Ordinance and including, but not limited to, the following rights:

- a) To manage all City department and determine policies and procedures and the right to manage the affairs of those departments.
- b) To determine the existence or non-existence of facts which are the basis of the management decision in compliance with State Law.

- c) To determine the necessity, organization, implementation, and termination of any service or activity conducted by the City or other Government jurisdictions and to expand or diminish municipal services as needed.
- d) To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with City Rules, Regulations, and Ordinances.
- e) To determine the nature, manner, means, extent, type, times, quantity, technology, standard, and level of municipal services to be provided to the public.
- f) To require performance of other health and safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
- g) To lay-off employee of the City because of lack of work or funds or under conditions where continued work would be inefficient or non-productive or not cost effective, as determined by the City.
- h) To determine and/or change the City facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City operations and services are to be conducted.
- i) To determine the method of financing.
- j) To plan, determine, and manage the City's budget which includes, but is not limited to, changes in the number of relocations, and types of operations, processes, and materials to be used in carrying out all City functions and the right to contract or subcontract any work or operations of the municipal services.
- k) To determine the size and composition of the City's work force, assign work to employees of the City in accordance with requirements determined by the City and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby and overtime, and other work assignments, except as otherwise limited by this agreement, or subsequent agreements.
- l) To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to, quality and quantity, and require compliance therewith.
- m) To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications and to reallocate and reclassify employees in accordance with City Rules and Regulations.

- n) To determine the issues of public policy and overall goals and objectives of the City and to take necessary action to achieve the goals and objectives of the City.
- o) To hire, transfer intra or inter Department/Division, promote, reduce in pay grade, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons in accordance with Department and/or City Rules, Regulations, and Ordinances.
- p) To determine policies, procedures, and standard for recruiting, selecting, training, and promoting employees.
- q) To establish, implement, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and standards of conduct, safety, health and order, and to require compliance therewith.
- r) To maintain order and efficient City facilities and operation.
- s) To restrict the activity of an employee organization on City facilities and operations.
- t) To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City not specified above.

Should the City's exercise of its rights under this section substantively impact matters within the scope of representation, it will give notice to Local 4148 and upon request meet and confer on the impact of its discussion(s).

ARTICLE III – WORK HOURS

1. DEFINITIONS

Fire Platoon Duty Personnel: Fire personnel hired to perform specific duties on a Fire Department Work Schedule.

2. WORK PERIOD

Fire platoon duty personnel shall be scheduled for a twenty- four (24) day work period and will be assigned 24 hours shifts (8in 24 schedule). Shifts will start and end at 0800 hours. Fire platoon duty personnel will work 182 hours per work period and will be paid within the guidelines of the Fair Labor Standards Act (FLSA). At the discretion of the Fire Chief, the work schedule may be revised to provide alternate scheduling of days on/off. If necessary, the FLSA work period may be modified to accommodate this change. Fire Platoon Duty Personnel shall continue to work the equivalent of a 56 hour week. Newly hired personnel may be assigned to a forty (40) hour week for training

purposes. Appropriate adjustments will be made to the hourly rate, handling of leaves, etc.

3. WORK SHIFT

The work shift shall be twenty-four (24) hours.

4. PAY DAYS

During the term of the MOA, the City will pay regular pay checks on a bi-weekly basis. Each pay check will include one twenty-sixth (1/26th) of the assigned yearly salary rate in compensation for 112 standard/straight time hours with appropriate adjustments. Regular checks shall be available after 1200 hours on the designated pay days.

ARTICLE IV – COMPENSATION

1. SALARIES

| | |
|---------------|--|
| April 1, 2002 | 8% salary increase (3% base and 5% equity) |
| April 1, 2003 | 3% salary increase |
| April 1, 2004 | 3% salary increase |
| April 1, 2005 | 3% salary increase |

2. EDUCATIONAL REIMBURSEMENT POLICY

The City approved educational reimbursement policy shall continue unchanged for the term of the MOA.

3. OVERTIME

All authorized overtime in excess of one hundred eighty-two (182) hours over a twenty-four (24) day work period shall be compensated at the rate of time and one half. Overtime over eight (8) minutes but less than thirty-eight (38) minutes shall be rounded to the thirty (30) minutes.

4. COMPENSATORY TIME OFF

The Fire Chief may provide that, in lieu of cash payment for any overtime, the employee may be allowed time and one-half off with pay for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and the Fire Chief. Employees may accrue a maximum of 312 hours of CTO time.

5. CONSTANT MANNING

Fire Platoon Duty Personnel may be required to work at the discretion of management to ensure adequate department manning.

6. EMERGENCY RECALL

If Fire Platoon Duty Personnel are called back in an emergency, they shall be compensated with a minimum of two (2) hours at time and one-half.

7. BILINGUAL PAY

The City agrees to pay One Hundred (\$100) Dollars per month per qualified employee to provide bilingual services. Employees shall be required to pass qualifying examinations administered by the City to determine the proficiency for bilingual assignments.

9. COURT PAY

Unit personnel may be assigned on call for court appearances by their supervisor. When assigned, the employee(s): 1) must be immediately available by telephone; 2) must be able to respond to court within thirty (30) minutes; 3) will receive two (2) hours pay at straight time for morning court assignments; and if held over an additional two (2) hours pay for afternoon court assignments.

Employees are responsible for calling in to determine if they have been released from court on-call assignment.

If called to Court, the firefighter will receive normal compensation for time worked.

10. WORKING OUT OF CLASS PAY

When an employee covered by the provisions of this agreement is temporarily assigned in writing to and performs all of the duties of a higher, vacant position in a higher classification whose salary range is at least five (5%) percent higher than the range of the employee's regular classification, that employee shall be compensated at the lowest step in the higher classification that provides an increase to the assigned employee of at least five (5%) percent. Except as provided herein, the assignment must be over 20 consecutive working days. Such additional compensation shall begin on the twenty-first (21st) working day after the assignment to the duties of the higher vacant position.

Effective December 30, 2002, firefighters selected to and assigned to work as Acting Captains shall be eligible for compensation pursuant to this section effective the first working day of the assignment; provided that they work at least six (6) consecutive hours in the higher level classification.

11. EMERGENCY CALL BACK

Minimum 2 hours pay.

12. INCENTIVE PAYS

Effective December 30, 2002, Unit employees possessing the certification and assigned to work as Hazardous Materials Specialists shall receive One Hundred (\$100) Dollars per month while assigned to these duties.

Effective December 30, 2002, Unit employees possessing certification of a Driver/Operator shall receive additional compensation of One Hundred (\$100) Dollars per month. This amount shall increase to One Hundred Ten (\$110) Dollars effective April, 2005.

Effective December 30, 2002, Unit employees possessing certification as a Fire Officer shall receive additional compensation of Fifty (\$50) Dollars per month. This amount shall increase to Sixty (\$60) Dollars effective April, 2005.

ARTICLE V – LEAVES

1. VACATION LEAVE

Vacation leave with pay shall be in accordance with the following schedule:

| YEARS OF SERVICE | VACATION ACCRUAL |
|------------------|------------------|
| 0-3 years | 112 hours |
| 4-5 years | 134.40 hours |
| 6-7 years | 156.80 hours |
| 8-9 years | 179.20 hours |
| 10-11 years | 201.60 hours |
| 12 years & over | 224 hours |

Effective January, 2003, the vacation accrual schedule will be modified as follows:

| YEARS OF SERVICE | VACATION ACCRUALS |
|------------------|-------------------|
| 0-2 years | 96.00 hours |
| 3-4 years | 120.00 hours |
| 5-6 years | 144.00 hours |
| 7-8 years | 168.00 hours |
| 9-10 years | 192.00 hours |
| 11-12 years | 216.00 hours |
| 13+ years | 240.00 hours |

2. SICK LEAVE

Fire Platoon Duty Personnel are granted sick leave at the rate of eleven point one seven (11.17) hours per month.

- A. Absence Requirements. Sick leave with pay shall be granted by the Fire Chief in case of a bona fide illness or disability or disability of the employee or in the event of illness or death of a relative (meaning spouse, parent, child, sister, brother, grandparent, or grandchild and the corresponding relative by marriage).
- B. Bereavement. Paid bereavement leave shall be granted for any additional time off and charged to sick leave. Fire Platoon Duty Personnel shall receive 48 hours of Bereavement Leave for either in or out of state occurrence.
- C. Workers Compensation/SDI. Employees receiving temporary payments from either of these programs may use accumulated sick leave, normal vacation and/or CTO in order to maintain, but not exceed, his/her regular base pay.
- D. Personal Leave. Fire Platoon Duty Personnel shall be eligible for 36 hours of Personal Leave.

3. HOLIDAYS

Fire Platoon Duty Personnel shall be granted eleven (11) hours holiday per month. Holiday pay will be paid at the rate of 5.077 hours per pay period.

4. FAMILY LEAVE

Personnel rule language shall be consistent with State and Federal Law.

5. MILITARY LEAVE

Military Leave is governed by City Personnel Rules and Regulations (ref. 16.07).

ARTICLE VI – FRINGE BENEFITS

1. INSURANCE

- A. Life Insurance. During the term of the MOA, the City shall pay to the insurance carrier one hundred (100%) percent of all employee's premiums payable. All eligible employees shall be covered by a \$30,000 coverage plan with double indemnity. As soon as possible, but no later than February, 2003, coverage shall be increased to \$40,000.
- B. Current Major Medical and Hospitalization Insurance. The City agrees to pay the amount shown in the following schedule per employee per month towards health insurance coverage:

| | | | |
|------------|-----------------|---------------|--------------|
| <u>POS</u> | <u>Employee</u> | <u>Family</u> | <u>Total</u> |
|------------|-----------------|---------------|--------------|

| | | | | |
|-----------------------|----------|-----------------|---|-----------------|
| City Contribution | \$237.25 | \$326.10 | = | \$563.35 |
| Employee Contribution | - | <u>\$ 46.93</u> | | <u>\$ 46.93</u> |
| | | \$373.03 | | \$610.28 |

The City and employee shall agree to pay the following amounts toward Health Maintenance Organization (HMO) health care coverage:

| <u>HMO</u> | <u>Employee</u> | <u>Family</u> | | <u>Total</u> |
|-----------------------|-----------------|-----------------|---|-----------------|
| City Contribution | \$210.87 | \$294.17 | = | \$505.04 |
| Employee Contribution | - | <u>\$ 37.31</u> | | <u>\$ 37.31</u> |
| | | \$331.48 | | \$542.35 |

The City will modify its maximum dollar contributions above by an amount equal to three quarters (3/4) of any medical premium increases becoming effective during the term of this agreement.

Benefits shall be those in effect on the ratification date of this agreement or as subsequently agreed to by the parties.

- C. Dental Coverage. The City agrees to pay a maximum of Seventy-two dollars and eighty-eight cents (\$72.88) per month toward the existing dental coverage. The City will modify its maximum dollar contributions above by an amount equal to three (3/4) of any future dental premium increases becoming effective during the term of this agreement.
- D. Vision Coverage. For the term of this Agreement, the City agrees to pay a maximum of Twenty-four and 87/100 Dollars (\$24.87) per month toward the existing vision coverage. The City will modify its maximum dollar contributions above by an amount equal to three-quarters (3/4) of any future vision premium increases becoming effective during the term of this agreement.

Effective April 1, 2002, the City shall maintain and pay for all existing levels of insurance benefits for twelve (12) months for the surviving family of an employee who dies in the line of duty.

2. RETIREMENT

- A. Fire Platoon Duty Personnel are currently under the Public Employees Retirement System (PERS) of the State of California. The contract for PERS is for Safety Employees, the 2% at 50 single highest year formula. The employer pays the employee contribution.
- B. For individuals retiring prior to 4/1/02, the City agrees to pay fifty (\$50.00) dollars monthly towards future retiree medical insurance premium provided the

retiree completes at least ten (10) years City service and retires under the Public Employee Retirement System.

In addition, the City agrees to reimburse the retiree with at least 10 years City service for retiree and/or retiree's dependent health (medical/dental/vision) insurance premiums, disability insurance, long-term health care or life insurance premiums, provided that retiree has retired under established P.E.R.S. benefit package, in accordance with the following schedule:

Retirement date between 4/1/02 and 3/31/03 \$350 per month maximum

Retirement date between 4/1/03 and 3/31/04 \$400 per month maximum

Retirement date between 4/1/04 and 3/31/05 \$450 per month maximum

Retirement date between 4/1/05 and 3/31/06 \$500 per month maximum

ARTICLE VII – MISCELLANEOUS

1. PROBATIONARY PERIOD

Fire Platoon Duty Personnel shall complete a twelve (12) month probationary period prior to being granted regular status.

2. UNIFORMS

- A. Fire Platoon Duty Personnel shall wear approved uniforms. A uniform allowance shall be paid at the annual rate of Eight Hundred (\$800.00) Dollars which is for the complete maintenance and replacement of pants, shirts, jackets, belts, and accessories. The City will separately purchase and provide Wildland equipment. Wildland equipment consists of 2 long sleeve shirts, 2 pairs of pants and 1 pair of wildland boots. This equipment will be replaced on an as needed basis as determined by the Fire Chief.
- B. Newly hired employees shall be advanced one year's uniform allowance. Annual payments shall commence with the second year of employment. Newly hired employees leaving the City service prior to completion of their first year shall return all uniform items purchased with the uniform allowance.
- C. The annual payment shall be in one lump sum on the final pay date of the calendar year.

3. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to establish and maintain in effect for the term of this agreement an Employee Assistance Program as recommended by the City Health Committee.

4. RECLASSIFICATION STUDIES

Reclassification requests will be handled in accordance with existing City Policy. Employees will be notified of the results of reclassification studies.

5. STAFFING

It is the City's long-term goal to achieve staffing at a ratio of .8 to 1.0 sworn Fire personnel for every 1,000 residents consistent with the Council's adopted Emergency Services Growth Management Plan; with an initial future goal of staffing Engine companies with at least three (3) Fire Suppression Personnel.

6. REOPENER

The City and Union agree to reopen negotiations on the City's draft Personnel Rules during the first year of this Agreement.

ARTICLE VIII – GRIEVANCE PROCEDURE

1. PURPOSE

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below.
- B. The purpose of this procedure is:
 - 1. To resolve grievances informally at the lowest possible level.
 - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

DEFINITIONS:

- A. "Grievance" means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this Agreement or of rules or regulations, or resolutions, or ordinances governing personnel practices or terms and conditions of employment which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
- B. As used in this procedure the term "immediate supervisor" means the individual so designated by City management who assigns, reviews and directs the work of an employee.

TIME LIMITS:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action with the time limits contained

in the grievance procedure, but with the written consent of all parties the time limitations for any step may be extended.

STEP 1:

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within seven (7) days, the immediate supervisor shall give his decision or response.

STEP 2:

- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
 - 1. Thirty (30) days after the event of circumstances occasioning the grievance; or
 - 2. Within seven (7) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.
- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection 1, above, the period in which to bring the grievance shall not be extended by subsection 2 above.
- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the persons designated by the City management as the first level of appeal. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.
- E. Within seven (7) days after the initiation of the Step 2 grievance, the first level of appeal shall investigate the grievance, and give his decision in writing to the grievant.

STEP 3:

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within seven (7) days to the City Manager or his designated representative.

The employee may be represented by a representative of his/her choice.

- B. The City Manager or his designated representative shall respond in writing within fourteen (14) days to the grievant. If the City Manager or his designated representative determines it is desirable, he/she shall hold conference(s) or otherwise investigate the matter.

STEP 4:

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision within fourteen (14) days to the City Council. The employee may be represented by a representative of his/her choice.
- B. The determination of the City Council shall be the final and binding step of the grievance procedure.

ALTERNATIVE DISPUTE RESOLUTION PROCESS:

As an alternative of Step 4 of the grievance procedure and disciplinary appeals to the City Council, including termination appeals; employees may elect the following dispute resolution procedure. This procedure shall involve use on an outside hearing officer who shall have final and binding authority to settle the dispute as set forth below.

HEARING OFFICER:

1. Upon election of the hearing officer option; the City and the employee (or the employees representative shall attempt to mutually agree on an impartial hearing officer. Should the parties fail to reach agreement on selection of a hearing officer within fifteen (15) days; they shall jointly request a list of five qualified hearing officers from the California State Mediation and Conciliation Service. If the mutual selection cannot be made from the list received within five (5) days, the parties shall select the hearing officer by alternatively striking names until only one name remains; that person shall serve as the hearing officer. The party which strikes the first name from the list of hearing officers shall be determined by a toss of a coin.
2. In cases where the employee elects the hearing officer option; the City shall bear the cost of the hearing officer. Each side shall bear its own cost of representation; including preparation and post hearing briefs, if any.
3. Decisions by hearing officers on matters properly before them shall be final and binding on the parties to the extent permitted by law, No hearing officer shall

hear, decide, or make recommendations on any dispute unless the dispute involves matters within the definition of grievances set forth in the Memorandum of Understanding or discipline as defined by the City's Personnel Rules.

Advisory decisions of the Hearing Officer involving appeals of termination actions may be reheard by the City Council within 60 days of the decision if the Council finds by simple majority vote, that the Hearing Officer exceeded their authority or, the decision does not properly interpret the MOU or the submissions of the parties.

4. No hearing officer shall have the power to amend or modify this Memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is in the authority of the City Council or other legislative body or to establish any new terms and conditions of employment. Any order of a hearing officer not involving an appeal from discipline requiring a City expenditure of more than \$ 15,000 shall require the approval of the City Council and shall have no force and effect until and unless such Council approval is given. If the City Council does not approve an award pursuant to this section; it shall rehear the matter and issue its own decision on the merits.

CITY OF EL PASO DE ROBLES

PASO ROBLES CITY FIRE PLATOON
DUTY PERSONNEL
