

RESOLUTION NO. 13-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH IAFF
LOCATE 4148 (PROFESSIONAL FIREFIGHTERS) FOR WAGE AND BENEFITS
TO REMAIN UNCHANGED THROUGH DECEMBER 31, 2013

WHEREAS, the City has experienced unprecedented financial challenges since 2008 which required organizational spending be dramatically reduced; and

WHEREAS, labor contracts provided for salary adjustments effective April 1, 2009, but employees deferred those wage and benefit adjustment through June 2012 (39 months); and

WHEREAS, while there are some reliable indicators that the economy is on the mend, the City remains fiscally conservative until there are stronger signs of recovery; and

WHEREAS, all labor groups were requested to "hold the line" on any wage adjustments for an additional contract year; and

WHEREAS, the IAFF Local 4148 and City have been engaged in good faith discussions over the past 18 months, with the last 15 months having the firefighters out of contract; and

WHEREAS, the IAFF Local 4148 has offered/agreed to an 18-month contract period without adjustments to wages (through December 31, 2013) providing a brief break in negotiation discussions.

NOW, THEREFORE, LET IT BE RESOLVED by the City Council of the City of El Paso de Robles to accept the mutually agreed upon offer from IAFF for an 18-month contract with no change in wage and benefits through December 31, 2013, and hereby authorize the City Manager to execute a Memorandum of Understanding (MOU) with the IAFF (Exhibit A) attached herein.


PASSED AND ADOPTED by the City Council of the City of el Paso de Robles this 5th day of November 2013 by the following vote:

AYES: Strong, Hamon, Martin, Steinbeck, Picanco

NOES:

ABSENT:

ABSTAIN:



Duane Picanco, Mayor

ATTEST:


Caryn Jackson, Deputy City Clerk

EXHIBIT A

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

July 1, 2012 to December 31, 2013

Approved on November 5, 2013 via City Council Resolution 13-149

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

July 1, 2012 to December 31, 2013

ARTICLE I - TERM OF MEMORANDUM OF AGREEMENT

The term of the Memorandum of Agreement shall be for 18 months commencing on July 1, 2012, and expiring on December 31, 2013. Meet and confer shall commence no later than December 1, 2013.

- 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.

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 has been placed in effect pursuant to a secret ballot election of bargaining unit members:

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. 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. This 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. 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. 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, (i.e. 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 – DEPARTMENT POLICIES AND PROCEDURES

1. New or revised policies, procedures, and guidelines shall continue to be prepared at the Chief's direction.
2. Each new or revised policy, procedure, or guideline written shall be provided to the Union at least 15 days prior to its scheduled implementation.
3. If a new or revised policy, procedure, or guideline materially impacts any matter within the scope of representation, the parties agree to promptly meet and confer, upon the request of the Union.
4. Notice of the Union's desire to meet and confer shall be made within the 15 day period.
5. During the meet and confer process, the parties will attempt to reach a mutually acceptable resolution of any disputed item.
6. Failure to reach an agreement on any matter within scope shall result in the matter being referred to the City's impasse procedure.

ARTICLE IV – 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 (8 in 24 schedule). The schedule shall be a repeating two (2) day on four (4) day off cycle. 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. NEW HIRES

While new hire personnel are attending a New Hire Firefighter Academy, their standard 53-hour workweek shall be adjusted to that of a 40-hour workweek (i.e., 8:00 am – 5:00 pm). This requires an adjustment to the hourly pay rate to ensure that an employee working 40-hours shall be compensated equally to that of an employee working 53-hours in the same pay grade. All benefits shall be accrued at the same rate as an equivalent employee working a 53-hour workweek. Upon successful completion of the Academy, the employee shall be assigned to a normal 56-hour workweek schedule.

5. 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 V – COMPENSATION

1. SALARIES

Salaries shall remain unchanged for the term of this agreement. Unit classifications shall be assigned to salary ranges as presented in Exhibit A.

2. EDUCATIONAL REIMBURSEMENT POLICY

The maximum fiscal year reimbursement shall be \$3000.00. Other provisions of the Educational Reimbursement Policy shall remain unchanged for the term of the agreement.

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 in pay or compensatory time off 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

Employees shall be allowed to elect compensatory time off to a maximum accrual of 144 hours:

Time off will be scheduled by mutual agreement of the employee and the Fire Chief. It is understood that compensatory time off will not be approved in the absence of qualified replacement personnel, in cases of high fire danger, when personnel are out of area due emergency assistance to other agencies, and as established within Departmental policy parameters. Employees denied requested compensatory time off may, at their option, receive pay in lieu.

5. CONSTANT STAFFING

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

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 for verbal only bilingual skills and an additional twenty-five (\$25) Dollars per month for written bilingual skills (a combined maximum of \$125 per month for both verbal and written) 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, including recertification every 5 years.

8. 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.

9. 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.

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.

The City will develop a sixteen (16) hour training program which eligible individuals must complete prior to being placed in an acting Fire Captain position.

Concurrent with sixteen (16) hour training program, individual shall complete at least ten (10) emergency calls during which the City will monitor their performance.

The City will conduct a Fire Captain examination every eighteen (18) months.

10. INCENTIVE PAYS

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 through June 30, 2007. Effective July 1, 2007 employees shall instead receive an additional compensation of two (2%) percent of base pay.

Unit employees possessing certification of a Driver/Operator shall receive additional compensation of One Hundred Ten (\$110) Dollars thorough June 30, 2007. Effective July 1, 2007 employees shall instead receive an additional compensation of two and one quarter (2.25%) percent of base pay.

Unit employees possessing certification as a Fire Officer shall receive additional compensation of Sixty (\$60) Dollars through June 30, 2007. Effective July 1, 2007, employees shall instead receive an additional compensation of one (1%) percent of base pay.

In a case where the conversion to percentage incentive pay effective July 1, 2007 would be less than the static monthly rate already received by an employee, the higher rate shall apply.

ARTICLE VI – LEAVES

1. VACATION LEAVE

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

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

Employees who have accrued vacation and/or compensatory time off at least equal to three weeks (168 hours) shall have the option of receiving pay in lieu of time off for one week (56 hours) of the accrued time per year, provided that they are taking one consecutive week of vacation and/or compensatory time off, and including the one consecutive week, will have taken two weeks off during the year. Payment shall be made at straight time.

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. Fire Platoon Duty Personnel shall receive 48 hours per occurrence of Bereavement Leave.
- 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.

Personal leave may be requested throughout the year to handle matters which cannot reasonably be schedule off duty. Except as determined by the Fire Chief,

personal leave may not be taken if it would require backfill. Personal leave requests shall be made directly to the Duty Chief (on-duty chief officer).

3. HOLIDAYS

Fire Platoon Duty Personnel shall be granted eleven (11) hours holiday pay per month. Holiday pay will be paid at the rate of 5.077 hours per pay period. For the 2013 calendar year only, holiday pay will be increased by 11.2 hours (.43 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 State and Federal Law.

VII – 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 \$40,000 coverage plan with double indemnity.

B. Medical. The City will offer a choice between two Anthem Blue Cross PPO plans to all unit employees. City and employee 2013 monthly contributions will be as follows:

Classic \$250 PPO Plan

Employee Only	City pays 100%	
Employee +1 Dep	City pays \$986.06	Employee pays \$213.75
Employee +2> Dep	City pays \$1396.36	Employee pays \$317.62

HDHP/H.S.A. PPO Plan

Employee Only	City pays 100%	
Employee +1 Dep	City pays \$792.63	Employee pays \$149.27
Employee +2> Dep	City pays \$1120.04	Employee pays \$225.51

Unit employees participating in the HDHP/H.S.A. PPO Plan will receive the following contribution from the City to their H.S.A. account each month (paid in semi-monthly installments), for 2013 only:

1st Year Participants:

Employee Only	\$109.94
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Employee +1 Dep \$173.16
 Employee +2> Dep \$247.36

2nd Year Participants:

Employee Only \$54.98
 Employee +1 Dep \$86.58
 Employee +2> Dep \$123.68

For calendar year 2013 only, the City will reimburse the employee monthly premium cost increase as stated below. The full calendar year of monthly reimbursements will be credited in equal installments twice a month over the remaining pay periods following contract ratification. Any premium increases incurred on January 1, 2014 shall be calculated from the 2013 premium rates referenced above.

Classic \$250 PPO Plan Employee Premium Increase in January 2013

Employee +1 Dep \$31.72/mth
 Employee +2> Dep \$45.31/mth

HDHP/H.S.A. PPO Plan Employee Premium Increase in January 2013

Employee +1 Dep \$24.96/mth
 Employee +2> Dep \$35.66/mth

- C. Dental. The Delta Dental Plan will be offered to all units. City and employee contributions will be as follows:

Employee Only City pays 100%
 Family City pays \$98.17; Employee pays \$8.43

- D. Vision Coverage. During the term of this Memorandum of Understanding the City shall provide a vision insurance plan for all unit employees. City and employee contribution will be as follows:

Employee Only City pays 100%
 Family City pays \$25.40; Employee pays \$.00

For the term of this agreement, for both health and dental insurance, the City will modify its maximum dollar contribution by an amount equal to 100% of the employee only premium and three quarters (3/4) of premium increases for employee and dependent(s). Employees shall be responsible for the remaining one quarter (1/4) of any increases.

Benefits

For the term of this agreement, for both health and dental insurance, the City will modify its maximum dollar contribution by an amount equal to 100% of the employee only premium and three quarters (3/4) of premium increases for employee and dependent(s). Employees shall be responsible for the remaining one quarter (1/4) of any increases.

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

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 3% at 55 single highest year formula.

Retirement for employees hired on or after May 27, 2012 but before January 1, 2013, and those hired on or after January 1, 2013 who meet the definition of current member pursuant to the California Public Employee's Pension Reform Act of 2013 (PEPRA), shall be as follows:

1. 3@55
2. 36 highest consecutive months

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective January 1, 2013, employees hired who meet the definition of new member under PEPRA, will be covered by the 2.7% @ 57 retirement formula with the 36 highest months final compensation provision, and shall pay a member contribution rate of fifty (50) percent of the expected normal cost rate.

- B. Effective July 1, 2012 the City ceased contributing the nine (9%) percent employee retiree contribution on behalf of the employee. Concurrently, employees commenced making this payment on a tax deferred basis pursuant to IRS Code Section 414 (h)2. In exchange, the City increased salaries by nine (9%) percent.
- C. 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 of 4/1/05 and thereafter \$500 per month maximum
Hire date of 1/1/12 and thereafter \$500 per month maximum until Medicare eligible (age 65) with at least 20 years of City service.

ARTICLE VIII – 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 One Thousand Two Hundred (\$1200.00) 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 Nomex pants and One pair Danner Rain Forest boots or equivalent as determined by the Department, or provide \$270 towards the cost of more expensive models that comply with all Federal, State and Department safety standards. This equipment will be replaced or repaired 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.
- D. Class A uniforms may be obtained and maintained by employees on a voluntary basis.

- E. The Department shall issue the following additional structural fire response equipment at the time of hire and will repair or replace as needed, as determined by the Battalion Chief:
 - 1. One pair Warrington Pro or equivalent as determined by the Department, or provide \$330 towards the cost of more expensive models that comply with all Federal, State and Department safety standards.
- F. The Department shall periodically survey boot costs and make adjustments to the allotment allowances.

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.

7. PERSONNEL FILES

Employees of the Department may initiate an appeal to the Chief to remove from their personnel files any notice of deficiency or letter of reprimand not involving serious disciplinary matters (i.e., suspensions, demotions and dismissal) two years from the date that the notice of deficiency was placed in the file. Given that there are no similar occurrences of the deficiency which have occurred within the two year period, the Chief may authorize removal of the negative material.

8. RESERVE PROGRAM

Local 4148 acknowledges the City's establishment of a Reserve Firefighter Program. The City does not intend to use reserves to replace permanent positions. Permanent employee shifts may temporarily be filled by reserves in extraordinary circumstances.

ARTICLE IX – 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

James L. App, City Manager

Robert Smith

Roger Colombo

John Prickett

Brian Lewis

Exhibit A - Paso Robles Professional Firefighters MOU
Paso Robles Professional Firefighters
(Based on 56 hour work week)

Compensation

Effective upon adoption of this amendment wage rates shall be set in accordance with salary ranges as presented below.

<u>Effective Date</u>	<u>7/1/2012</u>					
<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Captain/Paramedic	419	6,901	7,329	7,781	8,262	8,772
Captain	393	6,062	6,435	6,832	7,256	7,938
Firefighter/Paramedic	359	5,117	5,432	5,767	6,122	6,500
Firefighter	340	4,654	4,942	5,245	5,569	5,912

NOTE: On 7/1/12 City shall cease contributing 9% employee share contribution to PERS and Employee shall commence making this payment on a tax deferred basis pursuant to IRS Code Section 414 (h)2.