



MEMORANDUM OF AGREEMENT

Between

**CITY OF PALO ALTO and
I.A.F.F. LOCAL 1319**

October 1, 2018 – June 30, 2021



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MEMORANDUM OF AGREEMENT

CITY OF PALO ALTO and I.A.F.F. LOCAL 1319

October 1, 2018 - June 30, 2021

PREAMBLE

This Memorandum of Agreement between the City of Palo Alto, hereinafter referred to as the "City", and Local 1319, International Association of Fire Fighters, hereinafter referred as the "Union", has been prepared and entered into in accordance with Title I, Division 4, Chapter 10, Sections 3500-3510 of the California Government Code and Chapter 12 of the City of Palo Alto Merit System Rules and Regulations.

ARTICLE I - RECOGNITION

Section 1. Recognition. The City recognizes the Union as the exclusive representative of an employee group consisting solely of the classifications of Fire Apparatus Operator, Fire Fighter, Fire Captain, Fire Captain (forty-hour assignment), Fire Inspector, Hazardous Materials Specialist, and Hazmat Inspector, who are regularly employed by the City and others as amended into the representation unit from time to time under existing law and the Merit System Rules and Regulations.

ARTICLE II - NO DISCRIMINATION

Section 1. No Discrimination. The Union and the City hereby agree that there shall be no discrimination because of race, color, age, disability, sex, national origin, sexual orientation, political or religious affiliation under this Agreement. There shall be no discrimination in employment conditions or treatment of employees on the basis of membership or non-membership in the Union, or participation in the lawful activities of the Union.

Section 2. Free Choice. The Union and the City hereby agree to protect the rights of all employees to exercise their free choice to join the Union and to abide by the express provisions of applicable State and local laws.

Section 3. Human Relations Committee. A Human Relations Committee will include up to five members appointed by the Union executive board and at least two members of management with representation from the Fire and Human Resources Departments. The committee may make recommendations to management regarding recruitment outreach, equal employment opportunity and career development programs.

ARTICLE III - PAYROLL DEDUCTIONS

Section 1. Payroll Deductions and Written Authorization. The City shall deduct Union membership dues assessments and insurances authorized by the Union. This will be accomplished by payroll deduction from the bi-weekly pay of member employees. The dues deduction must be authorized in writing by the employee on a Union authorization card.

The Union will be the custodian of records for individual employee membership and dues deduction forms. The Union will maintain authorizations for dues deduction, signed by the individual from whose salary or wages the deduction or reduction is to be made. The City will direct employee requests to cancel or change deductions to the Union.

The City shall remit the deducted dues to the Union as soon as possible after deduction.

Section 2. Certification of Union Membership. The Union agrees to provide the City an initial certified list of members and statement that the Union has and will maintain written authorizations signed by the individuals from whose wages the Union dues deductions are to be made. From that point forward the Union will update the list whenever there are changes.

Section 3. Indemnification. The Union shall indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to this article. The Union shall comply with all statutory and legal requirements with respect to this article.

ARTICLE IV - UNION ACTIVITIES

Section 1. On-Duty Time. Local 1319 officers may use a reasonable amount of on-duty time to attend to Union business specifically related to representation of employees so long as:

- a. Staffing is available
- b. Operations are not interrupted
- c. Advance approval is obtained from the Battalion Chief or Operations Chief

Section 2. Interoffice Mail, Bulletin Boards, and E-Mail. The Union shall have access to interoffice mail and existing bulletin boards in unit employee work areas for the purpose of posting, transmitting, or distributing notice or announcements including notices of social events, recreational events, Union membership meetings, result of elections and reports of minutes of Union meetings. Any other material must have prior approval of the Operations Chief or Fire Chief. Action on approval will be taken within 24 hours of submission.

The Union may send e-mail messages only for the purposes set forth above. The I.T. Division will maintain the IAFF list. The Union access to e-mail is based on the following conditions:

- a. E-Mails to the IAFF list will be copied to the Fire Chief or Operations Chief at distribution.
- b. E-Mails to the IAFF list will only be sent by the Executive Board Members.

Section 3. Use of Meeting Places. The Union shall have the right to reserve City meeting and conference rooms for use during non-working hours or as subject to Battalion Chief approval. Such meeting places will be made available in conformity with City regulations and subject to the limitations of prior commitment.

ARTICLE V - NO STRIKES

Section 1. No Strikes. The Union, its representatives, or members, shall not engage in or cause, instigate, encourage, sanction, or condone a strike, withholding of services, leave of absence abuse, work stoppage or work slowdown of any kind against the City of Palo Alto or its citizens by employees covered under this Agreement. No employee shall refuse to cross any picket line in the conduct of Fire Department business, nor shall the Union, its representatives or members discriminate in any way toward anyone who refuses to participate in a strike, or any of the job actions cited above.

ARTICLE VI - PROBATIONARY PERIOD

Section 1. Tentative and Subject to Probationary Period. All original appointments to regular or part-time municipal service positions shall be tentative and subject to a probationary period. This probationary period shall include the fire training academy and an additional fourteen (14) months after completion of the academy, excluding time off for extended leaves of absence.

Section 2. Part of Testing Process. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing all aspects of the employee's qualifications, for ensuring the effective adjustment of a new employee to the position and for rejecting any probationary employee who, in the opinion of management, is not suitable to attain permanent status.

Section 3. Suspension or Termination. During the probationary period a new employee may be suspended or terminated at any time by the appointing authority without cause and without right of appeal or to submit a grievance. Said employee shall not have the right to proceed to arbitration on the issue of arbitrability or on the issue of its constitutional or discovery rights, nor those of any employee by reason of the foregoing. The Union shall not be a party to any lawsuit relating to the termination of a probationary employee.

ARTICLE VII - SALARY PROVISIONS

Section 1. Base Wage Rates.

- a. The base wage rates of bargaining unit classifications will be as set forth in Appendix A of this MOA.
- b. Base Salary: Effective the first full pay period following Council adoption, a three percent (3%) salary increase will be applied to the salary ranges for all represented classes.
- c. Market Increase: Effective the first full pay period following Council adoption, a two and a half percent (2.5%) salary increase will be applied to the salary ranges for all represented classes.
- d. Base Salary: Effective the first full pay period following July 1, 2019, a three percent (3%) salary increase will be applied to the salary ranges for all represented classes.
- e. Base Salary: Effective the first full pay period following July 1, 2020, a three percent (3%) salary increase will be applied to the salary ranges for all represented classes.

Total Compensation and Survey Database

Management and the Union have agreed to a compensation survey database structure. Survey Cities include: Alameda, Berkeley, Fremont, Hayward, Menlo Park Fire District, Milpitas, Mountain View, Redwood City, Pleasanton, San Jose, San Mateo, San Ramon Fire District, Santa Clara, Santa Clara County and South San Francisco. Compensation Criteria includes: top step salary, maximum longevity, maximum education, uniform allowance, EMT differential, Hazmat differential, deferred compensation, employee pick up of employer pension costs (Negative EPMC), and maximum City paid benefits (medical, dental, vision, life insurance, LTD, and EAP). The database is intended to provide one source of information concerning how the compensation paid to employees in bargaining unit job classifications compares to that paid by other employers.

Section 2. Out-of-Class Compensation. All represented employees who are assigned work in a higher classification for longer than four (4) continuous hours will be compensated at a higher pay rate for all hours worked during the out-of-class assignment. This provision applies as follows:

Fire Fighter, Apparatus Operator, Captain or Inspector working in a higher classification: Step to step. Representation unit classification working as a Battalion Chief, 10% above 5th-Step Captain, but not to exceed 93% of Battalion Chief control point. Representation unit classification working in any other management position, within the range of the management position.

In accordance with Government Code 20480, an employee assigned to work in an “out-of-class appointment” may not exceed 960 hours worked in the appointment within a fiscal year if the employee is appointed to an upgraded position or higher classification that is vacant during recruitment for a permanent appointment. This limitation does not apply to a position that is temporarily available due to a leave of absence.

Section 3. Pay for Court Appearance. Sworn Fire personnel appearing in court for the People shall be compensated as follows:

<u>Period</u>	<u>Rate</u>	<u>Minimum</u>
a. Appearance on scheduled day off	Time and one-half at 40-hour rate	4 hours
b. Any or all court time during scheduled shift	Straight time during shift at 56-hour rate	None
c. Appearance on scheduled work day but not during scheduled shift	Time and one-half at 40-hour rate	2 hours (2 hour minimum, may not run into shift time)

The employee shall remit all fees received for such appearances to the City within thirty days from the termination of his/her services. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

Section 4. Classifications. The Haz Mat Inspector position will be paid at the same level as the Fire Inspector (603).

One Fire Captain position will be assigned to a Fire Captain (Forty-hour Assignment) with the pay set at 5% above the Fire Captain.

ARTICLE VIII - PAY DIFFERENTIALS

Unit employees are eligible for the following pay differentials. Notwithstanding any provision of this agreement, total differential pay shall not exceed seventeen and a half percent (17.5%).

Section 1. Paramedic Differential.

Paramedics who have completed the required training and have been accredited in accordance with the program and possess their paramedic license, will receive a 12.5% differential in addition to their base salary effective beginning with the date of assignment to rotational Paramedic duty. The Paramedic salary differential will terminate with the cessation of assignment to rotational Paramedic duty. Employees assigned to work as an Acting Captain, as described in Article VII, Section 2 above, shall not be eligible to receive the paramedic differential unless the Acting Captain is the only paramedic staffing the apparatus during their Acting Captain assignment.

Section 2. Haz Mat Differential.

A maximum of fifteen positions who are Haz Mat trained and certified will receive a 5% differential in addition to their base salary. This differential does not apply to minimum staffing replacements.

Section 3. Fire Inspector Differential.

Fire inspector personnel including Haz Mat inspectors and Haz Mat specialists who have been trained as fire investigators and who are regularly assigned to fire investigation duties by the Chief shall be compensated with premium pay in the amount of \$500 per month. The Chief reserves the right to determine who is regularly assigned to such duties.

Section 4. EMT Differential.

The former 3% EMT differential pay was rolled into base pay constituting the City's incentive payment for EMT skills. In the event an employee's EMT certification expires, the employee will be taken off the line and placed in an unpaid status until the employee can submit proof of EMT recertification.

Section 5. Bilingual Pay

Employees who have successfully demonstrated proficiency in any of the approved languages shall receive a 5% premium in addition to their base salary.

a. Approved Languages:

Spanish, Chinese (Mandarin and Cantonese), Japanese, Tagalog, Korean, Vietnamese, Russian, American Sign Language, and such other languages as determined by management.

b. Proficiency Requirements

The City shall develop and provide a method of testing for proficiency in the above listed languages. The City will pay for the first test in any approved language however subsequent testing will be at the employee's own expense. An employee must pass the proficiency test to maintain the bilingual pay. The Fire Chief shall have the authority to require employees receiving bilingual pay to re-certify with the Human Resources Department as necessary and reasonable.

c. Arbitrability

The City's substantive evaluation of an employee's knowledge of and skills in a designated second language shall not be subject to the grievance procedure or review by an arbitrator.

ARTICLE IX - HOLIDAYS

Section 1. Named Holidays.

The following holidays are recognized as municipal holidays for pay purposes, and regular, employees shall have these days off with pay, except as otherwise provided in these rules:

January 1	Veterans' Day, November 11
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving Day
Last Monday in May	December 25
July 4 th	Either December 24, or December 31 as provided below
First Monday in September	
Second Monday in October	

149.5 hours is the total amount of holiday hours paid annually to an employee divided by 26 payroll periods which equals 5.75. Shift personnel shall receive pay in lieu of taking paid leave for accrued holidays. Such paid hours are in addition to the normal biweekly base pay. Shift personnel will accumulate a biweekly amount of 5.75 hours. Hours are prorated and accrued based on hours actually worked. If employees elect to be paid for these hours at any time before the scheduled payoff, they must make sure they have sufficient hours in their Holiday account and record the hours on their timecard in the total columns of the timecard only.

Accrued Holiday balances will be automatically paid off in the months of June and December.

Section 2. Conditions.

- a. Personnel assigned to a 40-hour work schedule will receive paid holidays in accordance with Sections 517 and 518 of the Merit System Rules and Regulations.
- b. Personnel assigned to a 40-hour work schedule will receive floating days off with pay in each of the following months: August, September, March, April, and June.

The following conditions will hold:

- (1) Management will designate the schedule of the paid day off under this section at least thirty days in advance.
- (2) If, in conformance with this section, Management is unable to schedule a day off in the month indicated for reasons of shift operations, work scheduling or any other reason, the day will be added to the employee's vacation accrual.
- (3) If an employee fails to take a day off as scheduled by Management under this section, the day off so scheduled will be forfeited.

ARTICLE X - OVERTIME COMPENSATION

Section 1. Compensation. Shift personnel assigned to overtime relief duty in addition to their regular 56-hour shift schedule shall receive overtime compensation at a rate of one and one-half times the employee's basic 56-hour rate, or out-of-class rate if such applies, for all hours of the relief duty shift. Required off-duty training will be compensated at the rate of one and one-half times the basic 40-hour rate or as otherwise agreed. Emergency callback will be compensated at a rate of one and one-half times the basic 40-hour rate to a maximum of 8 hours, and at a rate of one and one-half times the basic 56-hour rate for those hours in excess of 8 hours.

Overtime duty assignments will first be made from the voluntary overtime list. If such assignments cannot be filled from the voluntary overtime list, the vacant position will be filled by moving up on-shift personnel through out-of class assignment. Any remaining vacancy will then be filled by overtime duty assignment made in reverse order of hire date seniority according to specialty and qualifications required to be assigned. The overtime duty assignment seniority list will be adjusted annually on October 31.

ARTICLE XI - APPARATUS STAFFING

Engine, truck and combination rescue companies shall be deployed for emergency services purposes at the level of one Fire Captain, one Fire Apparatus Operator and one Fire Fighter. Truck companies have the option of deploying at the level of two Fire

Apparatus Operators instead of one Fire Apparatus Operator and one Firefighter. This option shall be determined by seniority. Paramedic ambulance staffing shall be two personnel; the City will dispatch personnel on Emergency Medical Service calls such that a minimum of 1 licensed paramedic responds. The Foothill Fire Station #8, when activated by the Fire Chief, shall be staffed with a minimum of one Fire Apparatus Operator and one Fire Fighter. City may dispatch a two-person quick response vehicle with a minimum of 1 paramedic.

ARTICLE XII - FIRE DEPARTMENT PROGRAMS

Section 1. Programs. The Union agrees to continue its cooperation and participation in existing weather station and community blood pressure screening and measurement programs.

ARTICLE XIII - WORK ASSIGNMENTS AND TRANSFERS

It is the intent of the Palo Alto Fire Administration and Local 1319 that work assignments and transfers will reflect the best interests of the Fire Department and the City. The Fire Department will maintain a constant state of readiness to defend against fire and other disasters. It is therefore imperative that all Fire Department divisions assign personnel in the best manner to respond to the needs of the City and the Department. It is also acknowledged that the Fire Chief is responsible to make and/or approve the work assignments or transfers of Fire Department personnel.

The Fire Chief or designee will maintain a four-year station and shift assignment, seniority-based bid system covering the following classifications within Fire Operations on a rotational basis: Fire Captain, Apparatus Operator and Fire Fighter.

The Fire Chief, or his designee, shall initiate personnel assignments and transfers to balance platoon or division strength, fill permanent or temporary vacancies and provide required training to individual personnel. Such assignments will be based on seniority, except where career development, training, special assignments, skills and documented performance issues are specifically identified in writing, management may make assignments based on such issues. For purposes of this article, seniority shall be computed from the date of entry into the current classification.

Section 1. Shipouts. When possible, least senior Fire Fighters will be given short term or shipout relief duty. In order to maintain training continuity, shipouts of probationary personnel will not be permitted during the first three-month training cycle. Probationary fire fighters will be assigned to Stations 1, 2, 3, 4, 5, or 6 during their probationary period, filling vacancies first, when possible. Upon completion of the first three-month training cycle, the probationary fire fighter will be eligible for short term or shipout relief duty. If after completion of the first three-month training cycle, a probationary employee fails any monthly testing process, or is the subject of

identified training needs, the probationary employee will be removed from short term or shipout relief duty for a 60-day period.

Section 2. Vacation Relief Positions. In order that platoon strengths can be balanced more quickly and to reduce the need for excess overtime, two positions will be designated for vacation relief. These positions will be the lowest two on the Department seniority list who have completed their probationary period.

- a. The vacation relief persons will be assigned to one station when not on relief assignment.
- b. Relief assignment can be made to any Station or shift where a shortage of personnel will cause unnecessary overtime.
- c. Shortages may be caused by vacation, sick leave, disability or any leave of absence that causes a shift to be short of personnel while another has a surplus.
- d. Shift transfers will be made so as not to cause the relief person to work more than the prescribed number of hours in the prescribed period.
- e. Relief assignments will be made and hours will be coordinated by the Battalion Chief's office.

Section 3. Transfer Requests. Non-probationary fire personnel may submit transfer requests to their immediate supervisor to be forwarded to the appropriate chief officer. Providing that Departmental needs are satisfied, such transfers will be administered using first a mutually agreeable exchange, secondly seniority.

The transfer requests shall remain on file during the year and may be granted when a vacancy occurs, providing the requesting employee possesses the experience and performance ability required to fill the vacancy.

Section 4. Special Assignments. Management reserves the right to assign personnel to career development opportunities, special projects, seminars, programs and selected educational and/or training courses, based on Fire Department needs and the performance of the employee.

Section 5. Continuous Hourly Service. Continuous hours of service in excess of 72 hours are subject to approval by the Fire Chief or designee. Approval may be granted when an employee has not been engaged in a greater than usual level of activity or is not fatigued.

ARTICLE XIV - TRAINING COORDINATION

Section 1. Coordination. Three shift employees per platoon may be assigned to assist the Training Officer in the coordination, preparation and scheduling of the training program. It is agreed that volunteers will first be sought for such assignment, and further agreed that the details of this section shall be established by mutual agreement between the Fire Chief and the Union.

ARTICLE XV - PARAMEDIC ASSIGNMENT

Section 1. Limit of Eligibility. The City reserves the right to limit eligibility for the Paramedic Program to the Fire Fighter classification. The City may, at its discretion, add other classifications within the represented bargaining unit to meet the need of program changes. Differentials for other classifications will be as provided in Article VIII, Section 1.

Section 2. Additional Candidate Training. As the Program progresses, Management will assess the need for training additional Paramedic candidates. It is Management's intention to provide for such additional training as necessary for Program continuity.

Section 3. Incentives. Paramedics will receive a one-time cash payment of \$500 for each biennial recertification. This provision applies only to active incumbents of authorized paramedic positions who remain in the paramedic assignment for at least one additional year after recertification. The one year requirement after recertification does not apply to those paramedics who may leave the program because of work-related injury or illness, or promotion, nor does it apply when a paramedic is asked by management to recertify in order to voluntarily extend their paramedic service to meet special departmental needs for a period of less than one year.

Section 4. Proctoring. Paramedic proctoring assignments will be made by the Chief from among qualified volunteers. Payment of \$600 will be made to the primary proctoring paramedic at the conclusion of each proctoring assignment.

The Chief or his or her designee will maintain a list of qualified proctors from among volunteers. Personnel will be selected by the Fire Chief or his or her designee from the list to serve as paramedic proctors. If a conflict arises between the City and the Union regarding the Proctor Program, either side may suspend the program at the annual renewal period and shall remain suspended until a resolution or agreement is reached.

Section 5. Field Training Stipend. Employees assigned to provide field training for new paramedic accreditation will receive a \$300 stipend to train a new paramedic to successful completion of paramedic accreditation. This assignment is at the discretion of the Chief or their designee.

ARTICLE XVI - PROMOTION

Section 1. Promotion Step Level. All regular promotions from classifications within the representation unit to the classification of Fire Captain will be made at the fifth step on the salary range.

Section 2. Promotion Process Information. For promotions to positions within the representation unit, promotion process information will be available in the Human Resources Department office at the time of posting. Information will include applications, minimum qualifications, study material reference information, if appropriate, and information on passing scores. Any changes in an established testing process must be submitted in writing to the Union for review and input no fewer than 60 days prior to the beginning of the process.

ARTICLE XVII - REDUCTION IN FORCE

Section 1. Order of Reduction. If the work force is reduced (reduction in force) within a represented classification, unit employees having the shortest length of service with the Fire Department will be laid off first so long as employees retained are fully qualified, trained and capable of performing remaining work.

ARTICLE XVIII - SELECTIVE CALL BACK WITH REGARD TO RESIDENCY

Section 1. In Case of Emergency Management may use selective call back with regard to residency in cases of emergency.

ARTICLE XIX - HEALTH BENEFITS

Section 1. Maintenance of Levels Except as otherwise set forth herein, the City will maintain the present level of benefits on all City-sponsored medical programs.

Section 2. Vision Care. The City offers vision care coverage for employees and dependents. Coverage is equivalent to \$20 Deductible Plan A under the Vision Service

Plan, with monthly premiums paid by the employer. Dependents include domestic partners, as defined under Article XX Section 3(b).

Section 3. PEMHCA Health Plan.

- a. ACTIVE EMPLOYEES: During the term of this contract, the maximum City contribution towards medical premiums for eligible full time employees per employee category shall be up to a maximum of the following for any plan:

<i>Medical Category</i>	<i>Premium</i>	<i>PEMHCA Contribution*</i>	<i>Total Maximum City Contribution (inclusive of PEMHCA contribution) effective from time of ratification through December 31, 2018</i>	<i>Total Maximum City Contribution (inclusive of PEMHCA contribution) effective January 1, 2019</i>
Employee Only		\$133.00	\$804	\$840
Employee plus one		\$133.00	\$1606	\$1680
Employee Family		\$133.00	\$2088	\$2180

The City's total maximum contribution towards medical premiums for eligible part time employees shall be prorated based on the number of hours per week the part-time employee is assigned to work.

* Any increases to the PEMHCA minimum during the term of this contract will result in a corresponding decrease to the amount of the additional City contribution, so that the total maximum City contribution never exceeds the Total Maximum City Contribution described above.

If the State of California or federal government requires the City to participate and contribute toward coverage under any medical plan outside of PEMHCA including but not limited to the Affordable Care Act, the City's total liability for enrolled employees and retirees and their eligible family members shall not exceed what the City would have paid toward PEMHCA coverage in the absence of such state or federal plan. The parties will meet and confer over the impact of such change on matters within the scope of representation before implementing any change.

- b. Active employee domestic partners whose domestic partnership is registered with the State of California may add their domestic partner as a dependent to their elected health plan coverage if the domestic partner is registered with the Secretary of State.

Active employee domestic partners whose domestic partnership is not registered with the State but who meet the requirements of the City of Palo Alto Declaration of Domestic Partnership, and are registered with the Human Resources Department, will be eligible for reimbursement of the actual monthly premium cost of an individual health plan, not to exceed 90% of the average monthly premium cost of individual coverage under the PEMHCA health plans in

2016. Effective with the first pay period including January 1, 2017, a stipend of two hundred eighty four (\$284) per month toward the cost of an individual health plan will be provided. Evidence of premium payment will be required with request for reimbursement.

c. **Alternate Medical Benefit Program.**

If a regular employee and/or the employee's dependent(s) are eligible for and elect to receive medical insurance through any non-City of Palo Alto sponsored or association medical plan, the employee may choose to waive his/her right to the City of Palo Alto's medical insurance coverage and receive cash payments in the amount of two hundred and eighty four dollars (\$284) for each month City coverage is waived.

Examples of waivers eligible for this payment are:

- Employee waives all applicable City medical coverage; or
- Employee is eligible to enroll his or her spouse or domestic partner and waives medical coverage for the spouse or domestic partner; or
- Employee has additional eligible dependents and waives family-level medical coverage.

Participation must result in a health insurance cost savings to the City and payments per employee shall not exceed a total of two hundred eighty four dollars (\$284) per month. To participate in the program the employee and dependents must be eligible for coverage under PEMHCA medical plans, complete a waiver of medical coverage form, and provide proof of eligible alternative medical coverage.

Payments will be made in the employee's paycheck beginning the first month following the employee's completion of the waiver form. Payments are subject to state and federal taxes and are not considered earnings under PERS law. Employees are responsible for notifying the City of any change in status affecting eligibility for this program (for example, life changes affecting dependent's eligibility for medical coverage through the employee) and will be responsible for repayment of amounts paid by the City contrary to the terms of this program due to the employee's failure to notify the City of a change in status.

d. **Dual Coverage.**

When a City employee is married to another City employee each shall be covered only once (as an individual or as a spouse of the other City employee, but not both) and dependent children, if any, shall be covered only by one spouse.

ARTICLE XX - DENTAL BENEFITS

Section 1. Level of Benefits. The City will maintain the present level of benefits on the City-sponsored dental program. Maximum benefits per calendar year shall be \$2,000.

Section 2. Premiums. The City shall pay all premium payments or equivalent self-insured program charges on behalf of employees and dependents who are eligible and enrolled for coverage under the existing dental plan. Dependents will include domestic partners, as defined under Article XX, Section 3(b).

Section 3. Orthodontia Benefit Maximum. The City will provide a 50% of reasonable charges, \$2,000 lifetime maximum orthodontic benefit for representation unit employees and their dependents.

ARTICLE XXI - LIFE INSURANCE

Section 1. Premiums. The City currently pays the following amounts of premium on behalf of Fire personnel:

	<u>Per Pay Period</u>	<u>Per Month (Approx.)</u>
Basic Life Insurance and Basic ADD (per \$1,000 of coverage)	\$.085	\$.185

The basic life insurance provided by the City shall equal the employee's base monthly salary multiplied by twelve.

ARTICLE XXII - RETIREMENT BENEFITS

Section 1. PERS Retirement Formula.

Safety Pension Group A: 3%@50 Safety Retirement

The City will continue the present benefits under the Public Employees' Retirement System (PERS) "3 percent at 50 (3%@50)" formula for employees hired before the effective date of the "3 percent at 55" (3%@55) formula for new hires as described herein. The final year compensation for employees hired under the 3% at 50 formula will continue to be "Single highest year" or the highest average annual compensation earnable by the member during one (1) year of employment immediately preceding retirement or the one-year period otherwise designated by the member (Government Code section 20042).

Safety Pension Group B: 3%@55 Safety Retirement

Effective December 7, 2012, the City amended its contract with CalPERS to provide employees hired on or after that date who are not "new members" of CalPERS, as

defined in the Public Employees' Pension Reform Act (often referred to as "classic" CalPERS members) with the CalPERS retirement formula three percent of final salary at age 55 ("3%@55"), with the final salary determination for such employees of "3 highest consecutive years" based on the highest average annual compensation earnable by the member during three (3) consecutive years of employment immediately preceding retirement or the three-year period otherwise designated by the member (Government Code section 20037).

Safety Pension Group C: 2.7% at Age 57 Safety Retirement

Employees hired on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act (Gov't. Code s. 7522 et seq.) shall be subject to all of the provisions of that law, including but not limited to the two point seven percent at age 57 (2.7%@57) retirement formula with a three year final compensation period.

Section 2. PERS Member Contribution.

- a. Employees in all represented classes in Pension Groups A and B described above will make the 9% PERS member contributions by payroll deduction.
- b. Employees in all represented classes in Pension Group C described above shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.
- c. When employees pay their PERS Member Contribution pursuant to section 3a and 3b above, the City will provide for member contributions to be made as allowed under provisions of IRS Code Section 414(h)(2).

Section 3. Additional Employee PERS contributions

In addition to the PERS member contribution as required under section 2. a, b and c above, all employees in pension groups a, b and c shall contribute the additional following contributions:

- a. In addition to the Member Contribution required per CalPERS 20516 contract amendment all employees regardless of pension formula in this unit shall pay 3% towards the Employer share of Pension.
- b. Effective the first full pay period following July 1, 2020, all employees regardless of pension formula in this unit shall, in addition to the Member Contribution required, pay an additional 1% towards the employer share of Pension for a total of 4%.

Section 4. Option 2 Death Benefit. The City provides the Pre-Retirement Option Settlement 2 Death Benefit. The Pre-Retirement Optional Settlement 2 Death Benefit provides the spouse of a deceased member, who was eligible to retire for service at the time of death, with an alternate option to the lump sum Basic Death Benefit whereby the surviving spouse can elect a monthly allowance equal to the amount the member would receive if he/she had retired from service on the date of death and elected Optional Settlement 2 (the highest monthly allowance a member can leave a spouse).

Section 5. Military Service Credit. The City will provide the Public Employees' Retirement System benefit known as "Section 20930.3, Military Service Credit as Public Service."

Section 6. 1959 Survivor Benefit.

The City will continue to provide the basic level of 1959 PERS Survivor Benefit to eligible employees in accordance with Government Code section 21571.

Section 7. Employer Contributions to 457 Plan

Effective the first full pay period following July 1, 2020, the City will contribute the equivalent of 1% of the employee's pensionable salary into the 457 plan.

Eligibility:

- a. Employees must be enrolled in an eligible City sponsored 457 plan
- b. Employees who reach the maximum as defined by the IRS will not receive additional contributions
- c. Employee must be making PERS contributions

ARTICLE XXIII - RETIREMENT MEDICAL PLAN

Section 1. Retiree medical coverage for Unit employees hired before January 1, 2004:

Monthly City-paid premium contributions for a retiree-selected PEMHCA optional plan will be made in accordance with the Public Employees' Medical and Hospital Care Act Resolution for employees that retire on or before December 31, 2006. Effective January 1, 2007 for an employee retiring on or after that date the City will pay up to the monthly medical premium for the 2nd most expensive plan offered to IAFF employees among the existing array of plans. However, the City contribution for an employee hired before January 1, 2004 who retires on or after December 1, 2011 shall be the same contribution amount it makes for active City employees.

Effective upon ratification and adoption of this Agreement, the City shall provide active unit employees who were hired before January 1, 2004 with a one-time opportunity to opt-in to retiree health benefits provided under California Government Code section 22893. Eligible employees who wish to exercise this option shall inform the People, Strategy, and Operations department of their election in writing no later than 90 days

following the ratification and adoption of this Agreement.

Section 2. 20-Year Vesting for Retiree Medical Coverage for Unit Employees Hired On Or After January 1, 2004:

- a) The retiree health benefit provided in California Government Code section 22893 shall apply to all employees hired on or after January 1, 2004. Under this law, an employee is eligible to receive Fifty (50) percent of benefit after ten (10) years; each additional service credit year after Ten (10) years will increase employer credit by Five (5%) percent until Twenty (20) years is reached at which time employee is eligible for One Hundred (100%) percent of annuitant-only coverage and Ninety (90%) percent of the additional premium for dependents.

ARTICLE XXIV - DEPENDENT CARE ASSISTANCE PROGRAM (DCAP)

Section 1. DCAP. The City will provide a dependent care assistance program for employees subject to the provisions of applicable law. The program will remain in effect subject to a reasonable minimum participation level and availability of third party administrative services at a reasonable cost.

ARTICLE XXV - VACATION ACCRUAL

Section 1. Accrual Rate. All eligible fire suppression persons shall accrue vacation at the following rate for continuous service performed in a pay status. Non-shift representation unit employees shall accrue the 40-hour equivalent--one shift equals sixteen hours.

- a. For employees completing less than four years continuous service, the accrual rate shall be five duty shifts per year.
- b. For employees completing four but not more than nine years continuous service, the accrual rate shall be eight duty shifts per year.
- c. For employees completing nine but not more than 14 years continuous service, the accrual rate shall be 10 duty shifts per year.
- d. For employees completing 14 but less than 19 years continuous service, the accrual rate shall be 11 duty shifts per year.
- e. For employees completing 19 or more years continuous service, the accrual rate shall be 12 duty shifts per year.

Section 2. Unused At Termination. Represented employees who fail to use all vacation as accrued may continue the accrual balance and be entitled to all accrued but unused vacation upon termination, except as limited below.

Section 3. Limits. Vacation accrual balances shall be limited to three times the annual accrual rate. Accrual credit beyond this limit shall not be recognized or compensated, except that for employees of record as of January 1, 1984 who have vacation excess on a one-time basis shall be set aside (banked) to be subsequently used as vacation or paid at termination. No additions may be made to the bank. The bank is established only to facilitate changeover from unlimited to three times annual accrual rate limitation on vacation accrual as herein provided.

ARTICLE XXVI - USE OF VACATION

Section 1. Maximum Number of Slots. The maximum number of vacation scheduling slots for representation unit suppression employees is four (4) per platoon on a year-round basis.

Section 2. Approvals. Vacation scheduling must be approved by the Battalion Chief or Fire Chief. The minimum is twelve (12) hours or more for suppression employees. Advance vacation schedules for suppression shall begin either at 8:00 a.m. or 8:00 p.m.

Section 3. Vacation Pay. Vacation pay shall be made available in advance of regular pay day provided that employee requests such advance in writing to the Finance Department at least two weeks prior to his/her vacation date. The employee's supervisor must verify vacation date on the request.

Section 4. Illness on Vacation. When an employee becomes ill while on vacation and such illness can be supported by a statement from an accredited physician or the employee is hospitalized for any period, the employee shall have the period of illness charged against sick leave and not against vacation leave.

Section 5. When to be Taken. The time at which an employee may use accrued vacation leave and the amount to be taken at any one time shall be determined by the Chief with particular regard for the needs of the City, but insofar as possible, considering the wishes of the employee.

Section 6. Limitation on Use. Employees may not use more than three times their annual rate of accrual in any calendar year period provided, however, that the Chief may grant exceptions to this limitation.

Section 7. Waiting Period. Employees shall complete six months continuous service before using accrued vacation leave.

Section 8. Double Compensation Prohibited. Employees shall not work for the City during their vacation.

Section 9. Cash out Option. Once each calendar year an employee may cash out eight (8) or more hours of vacation accrual in excess of eighty (80) hours to a maximum of one hundred twenty (120) hours; PROVIDED, that the employee has taken eighty (80) hours of vacation off with pay in the previous twelve (12) months.

ARTICLE XXVII - SICK LEAVE

Section 1. Statement of Policy. Sick leave shall be allowed and used only in case of actual personal sickness or disability, medical or dental treatment, or as authorized in Section 9. Up to six (6) days (72 shift hours for suppression personnel) sick leave per year may be used for illness in the immediate family (wife, husband, child, parent, parent-in-law, brother, sister, registered domestic partner, or close relative residing in the household of the employee.)

Section 2. Eligibility. Regular employees shall be eligible to accrue and use sick leave.

Section 3. Accrual. Sick leave shall be accrued bi-weekly, provided the employee has been in a pay status for 50 percent or more of a bi-weekly pay period. Sick leave shall be accrued at the rate of six shifts per year.

Section 4. Accumulation. Accumulated sick leave may be accrued without limit, except as provided in Section 8 below.

Section 5. Use. Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. A new employee may, if necessary, use up to forty-eight (48) hours or shift equivalent of sick leave at any time during the first six months of employment. Any negative balances generated by such utilization will be charged against future accrual or deducted from final paycheck in the event of termination.

An employee who has been disabled for 60 consecutive days and who is otherwise eligible both for payment under the long-term disability group insurance coverage and accrued sick leave benefits may, at his/her option, choose either to receive the long-term disability benefits or to utilize the remainder of his/her accrued sick leave prior to applying for long-term disability benefits.

Sick leave will not be granted for illness occurring during any leave of absence other than sick leave, unless the employee can demonstrate that it was necessary to come under the care of a doctor while on such other leave of absence.

When an employee finds it necessary to be absent for any reason, he/she should cause the facts to be reported to the department within 60 minutes prior to his/her regular starting time on the first working day of absence, and shall regularly report on, or account in advance for each work day thereafter unless hospitalized or otherwise indisposed. Such reports may be subject to written documentation. Sick

leave shall not be granted unless such report or advance accounting has been made, provided, however, that the department head may grant exception to this policy where the circumstances warrant.

Section 6. Depletion of Sick Leave Benefits. Upon depletion of sick leave or the beginning of the period to be covered by payments under long-term disability group insurance coverage, whichever comes first, an employee may be granted a medical leave of absence without pay for a period not exceeding sixty days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to the approval of the City Manager. If further leave is granted, the employee must notify the City of intent to return to work every thirty days. If further leave is not granted, the employee's service with the City shall be considered terminated.

Section 7. Forfeiture Upon Termination. Employees leaving the municipal service shall forfeit all accumulated sick leave, except as otherwise provided by law and Section

8. In the event that notice of resignation is given, sick leave may be used only through the day which was designated as the final day of work by such notice.

Section 8. Payment for Accumulated Sick Leave. Eligible employees (those hired before December 31, 1983) who leave the municipal service in good standing, or who die while employed in good standing by the City, and who have fifteen or more years of continuous service, shall receive compensation for unused sick leave hours in a sum equal to two and one-half percent of their unused sick leave hours multiplied by their years of continuous service and their basic hourly rate of pay at termination. Full sick leave accrual will be paid in the event of termination due to disability.

For new employees hired after December 31, 1983, sick leave accrual accumulation will be limited to 1,000 hours with no payoff provisions for unused balance at termination for any reason.

Section 9. Personal Business Leave Chargeable to Sick Leave. It is agreed between the parties that all shift personnel represented by the Union shall have the right to charge up to forty-eight (48) hours personal business leave per year to sick leave, and that all non-shift personnel shall have the right to charge up to twenty (20) hours personal business leave per year to sick leave. Such personal business leave shall be allowed only on a staffing available basis and where the provisions of the minimum staffing agreement are not affected. "Staffing available" means at or above minimum staffing levels as defined in Article XII.

Section 10. Return to Work or Continue Work With Limited Duty. In cases of non-work-related injury, illness or pregnancy an employee, upon approval of the Fire Chief and the City Safety Officer, may return to work or continue work with doctor-approved limited duty. Approval for such limited duty shall be based upon department ability to

provide work consistent with medical limitations and the length of time of the limitations.

Shift employees must be willing to accept any non-shift limited duty schedule work location and may be subject to the reasonable availability of limited duty assignments. The City doctor may be consulted in determining work limitations.

ARTICLE XXVIII - SUBPOENAS

Employees required to answer subpoenas as a witness for the City of Palo Alto or for a plaintiff where the City of Palo Alto is a defendant shall not lose pay or benefits for work time lost to answer depositions or to appear in court.

ARTICLE XXIX - WORKERS' COMPENSATION

Section 1. Status Reporting While on Disability. Persons on disability will be required to appear or otherwise report at regular two-week intervals to the Fire Chief or designate to discuss his/her status of medical treatment therapy and physical condition. This section is not meant to unreasonably restrict employee's activities so long as such activities are cleared by the treating physician, treating program or alternative treatment program is maintained and employee is available for full or restricted duty as soon as medical clearance can be received.

ARTICLE XXX - PHYSICAL FITNESS MEDICAL EXAMINATIONS

Physical fitness medical examinations for all represented employees may include chest x-rays every three years unless otherwise directed by a physician, eye examination and hearing examination.

ARTICLE XXXI- LEAVES OF ABSENCE WITHOUT PAY

Section 1. Disability. Leaves of absence without pay may be granted in cases of disability not covered by sick leave. Pregnancy will be considered as any other disability. Leaves of absence for disability are subject to physician's verification including diagnosis and medical work restriction.

Section 2. Other Leaves. Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interest of the City. Non-disability prenatal and/or postpartum leave is available under this provision, but such leave shall not begin more than six months prenatal nor extend more than six months postpartum.

Section 3. Accrued Vacation Credits. During unpaid leaves of absence for disability or other reasons, the employee may elect to use accrued vacation credits. Requests

for leaves without pay shall not be unreasonably denied. In order to avoid misunderstandings, all leaves without pay must be in writing to be effective.

Section 4. Approval of Department Head. Leave of absence without pay for one week or less may be granted by the department head, depending on the merit of the individual case.

Section 5. Approval by City Manager. Leave of absence without pay in excess of one week's duration may be granted by the City Manager on the merit of the case, but such leave shall not exceed twelve months' duration.

Section 6. Absence Without Leave. Unauthorized leave of absence shall be considered to be without pay, and reductions in the employee's pay shall be made accordingly. Unauthorized leave of absence may result in termination of employment.

Section 7. Leave of Absence: Death Outside the Immediate Family. Leave without pay may be granted a regular employee by his/her department head in the event of death to family members other than one of the immediate family, such leave to be granted in accordance with Section 2 and Section 4.

Section 8. Military Leave of Absence. State law shall govern the granting of military leaves of absence and the rights of employees returning from such absence.

Section 9. Use of paid accruals while on leave. During unpaid leaves of absence for disability or other reasons, the employee may elect and the City may require the employee to use accrued vacation paid leave credits in a manner consistent with state and federal law. Requests for leaves without pay shall not be unreasonably denied. In order to avoid misunderstandings, all leaves without pay must be in writing to be effective.

ARTICLE XXXII - LEAVES OF ABSENCE WITH PAY

Section 1. City Manager Granted Leaves. The City Manager may grant a regular employee under his control a leave of absence with pay for a period not exceeding thirty calendar days for reasons he deems adequate and in the best interest of the City.

Section 2. Council Granted Leave. The City Council may grant a regular employee a leave of absence with pay for a period not to exceed one year for reasons the Council considers adequate and in the best interest of the City.

Section 3. Employee's Time Off to Vote. Time off with pay to vote at any general or direct primary election shall be granted as provided in the State of California Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said Code.

Section 4. Leaves of Absence: Death in Immediate Family. Leave of absence with pay of one shift with provision for approval of one additional shift for travel outside the

area may be granted an employee by the Chief in the event of death in the employee's immediate family, which is defined for purposes of this section as wife, husband, son, son-in-law, daughter, daughter-in-law, father, mother, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandfather, grandfather-in-law, grandmother, grandmother-in-law, uncle, aunt, registered domestic partner, or a close relative residing in the household of the employee. Such leave shall be at full pay and shall not be charged against the employee's accrued vacation or sick leave. Requests for leave in excess of two shifts shall be subject to the approval of the City Manager.

Section 5. Jury Duty: Leave of Absence. Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowances within thirty days from the termination of his or her jury service.

ARTICLE XXXIII – VOLUNTEER LEAVE PROGRAM

The City of Palo Alto has established a Firefighter Voluntary Leave Program to provide members of Local 1319 International Association of Fire Fighters (IAFF) employees the opportunity to donate their accrued vacation time to assist fellow members of IAFF either due to: (a) an employee's own verifiable non-industrial catastrophic illness or injury (as defined herein) or (b) in order to care for a member of the employee's immediate family (spouse, child, parent or registered domestic partner suffering from a verifiable catastrophic illness or injury) and have exhausted or will presently exhaust all of their paid leave.

In order to be eligible to receive donated leave, an employee must have a catastrophic illness or injury or an employee's immediate family member must have a catastrophic illness or injury that requires the employee to provide full-time care for this family member. Care will be taken to emphasize the voluntary nature of the plan and to insure confidentiality of employee participants and medical conditions (where applicable).

A Firefighter Voluntary Leave Sharing Program has been established to accept donations of vacation in accordance with the Program's guidelines. All donations shall be:

1. Voluntary
2. Irrevocable
3. Confidential, unless disclosure is required by law
4. In whole hour increments of at least four (4) hours, with the hours donated being converted to donee hours based on the donee's salary rate (so that there will be no cost to the City due to salary differential).
5. The employee shall be required to exhaust all other types of leave to request donated leave
6. It is understood that employees seeking or receiving leave under this program

will apply for long-term disability benefits for which they may be eligible

7. Where any of the period during which an employee receives donated leave is designated as family leave under the California Family Rights Act (CFRA/Family Medical Leave Act (FMLA), the employee will be eligible for continuation of medical and other available benefits during that the family leave period (for up to 12 weeks), in accordance with the requirements of those laws. If the employee receiving donated leave is not eligible for CFRA/FMLA benefit continuation, or after the employee has exhausted the available CFRA/FMLA leave period, the employee will need to pay the premiums for continued medical and other available benefits if the employee chooses to continue such coverages through the City
8. If the donation request is based on the need for an employee to care for an immediate family member, as defined above, the family member must require full-time care by the employee. Certification of this requirement by a health care professional is required
9. The maximum donated time a donee may receive is 12 months (if available).
10. Applications to donate leave or receive leave under this Program are made to the Human Resources Department
11. This is a pilot program and is subject to cancellation by either party

IAFF members interested in donating leave or in applying to receive donated leave shall complete forms provided by the Human Resources Department. If an applicant for leave is found to meet the criteria set forth herein, Human Resources will determine the availability of and (as applicable) allocation of donated paid leave. Payroll will be notified in writing of the number of hours to be deducted from each donating employee's vacation balance and transferred to the donee employee(s).

The City reserves the right to modify or terminate this program at any time.

Catastrophic Illness or Injury (also referred to as "medical emergency" in Revenue Ruling 90-29 and Sections 801(c) and 812 of the Merit Rules and Regulations): A non-occupational medical condition of an employee that will require the prolonged absence of the employee from duty and which will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the Voluntary Employee Leave sharing Program. Non-disability postpartum leave as referenced in Merit Rule 801(b) shall not be considered a catastrophic illness or injury under this Policy.

ARTICLE XXXIV- TUITION REIMBURSEMENT

Section 1. Options.

Effective July 1, 2004 the tuition reimbursement program was amended to provide each employee the option of receiving the \$1,000 as taxable cash or as a contribution to

deferred compensation. The tuition reimbursement program will be eliminated effective July 1, 2012 with no further payouts starting in FY 12-13 and on-going.

ARTICLE XXXV - PER DIEM TRAVEL EXPENSES

Section 1. City Business. Unless other mutually agreeable arrangements are made, representation unit employees who are required to travel away from the City on City business will receive travel expenses, according to City policies which are currently in effect.

ARTICLE XXXVI - HOUSE FUND ITEMS

Section 1. Station House Fund. The station house fund per year, per shift employee shall be \$100.00.

Section 2. Non-Food House Items. The City agrees to furnish and maintain each fire station with non-food house fund items: TV purchase and repair. Kitchen cooking utensils, small kitchen appliances and other specific items to be determined by mutual agreement of the parties will be purchased from the station house fund. The Fire Fighters agree to maintain the voter registration program.

ARTICLE XXXVII - PARKING

Section 1. Entitlements. Employees in represented classes assigned to Civic Center or adjacent work locations shall be entitled to free parking in the Civic Center Garage, or a commute incentive which will be subject to meet and confer. Employees hired after July 1, 1994, may initially receive a parking permit for another downtown lot, subject to availability of space at the Civic Center Garage. Light duty employees assigned to the Civic Center will receive Civic Center parking temporary permits for the duration of the light duty assignment.

ARTICLE XXXVIII- GRIEVANCES

The City and the Union agree to establish a grievance procedure as follows:

1. **Definition:** A grievance is any complaint or dispute regarding the application of interpretation of this Memorandum of Understanding, Department rules, regulations, policies or procedures relating to wages, hours or other terms and conditions of employment.
2. Any non-probationary employee represented by the Union may file and process a grievance. Such aggrieved employees may be represented by the Union or may represent themselves in preparing and presenting their grievance at any level of review. The Union may file a grievance when a Union right not directly

related to an individual employee becomes subject to dispute.

3. Any retroactivity on monetary grievances shall be limited to the date of occurrence, except in no case will retroactivity be granted prior to three months before the grievance was filed in writing.
4. Written grievances shall be submitted on forms provided by the City or on forms which are mutually agreeable to the City and the Union. The Union shall deliver a copy of a written grievance to the Human Resources Department Director on the same date that it is first filed with another City representative under the provisions of the below grievance procedure.
5. The time limits specified in this section may be extended by mutual agreement in writing of the aggrieved employee or Union and the reviewer concerned. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step. The grievance will be considered settled if the decision of any step is not appealed within the specified time limit.
6. If a grievance is related to a promotional process to positions within the representation unit, Step I shall be directed to the Deputy Fire Chief (or Fire Marshal for FPB positions).
7. **Step I.** The aggrieved employee will first attempt to resolve the grievance through informal discussions with the immediate supervisor by the end of the tenth business day following the discovery of the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

Step II. If the grievance is not resolved through informal discussion, it may be submitted in writing to the Battalion Chief (Deputy Fire Chief for Captain grievances) within ten business days of the informal discussion. The Battalion Chief/Assistant Fire Chief will have ten business days from receipt of the grievance to review the matter and prepare a written response. If the grievance is denied, the response shall contain the reasons therefore.

Step III. If the grievance is not resolved in Step II, it may be submitted in writing to the Fire Chief within ten business days of receipt of the Battalion Chief's/Deputy Fire Chief's written response. The Fire Chief will have ten business days from receipt of the grievance to review the matter and prepare a written response. If the grievance is denied, the response shall contain the reasons therefore.

Step IV. If the grievance is not resolved in Step III, the aggrieved employee may submit the grievance to the City Manager for final determination or to binding grievance arbitration. All Step IV appeals must be filed in writing at the Human Resources Department Office within ten business days of receipt of the

Fire Chief's response under Step III. All hearings before the City Manager shall be pursuant to the rules and regulations set forth in the City of Palo Alto Merit Rules and Regulations. Hearings before an arbitrator will be as set forth below.

In the event the aggrieved employee decides to proceed to arbitration, he/she shall select jointly with the Director of Human Resources an arbitrator. If the parties are unable to agree on an arbitrator, they shall jointly request a panel of five qualified and experienced arbitrators from the State Conciliation Service. Upon receipt of the list of arbitrators, the names shall be alternately struck until one name remains who shall serve as arbitrator. The arbitrator shall be jointly contacted by the parties.

The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of the Memorandum of Agreement and such Merit System rules, regulations, policies, procedures, City ordinances or regulations relating to terms or conditions of employment, wages or fringe benefits, as may hereafter be in effect in the City insofar as may be necessary to the determination of grievances appealed to the arbitrator. The arbitrator shall be without power to make any decision:

- a. Regarding matters of interest.
- b. Contrary to, or inconsistent with or modifying in any way, the terms of this Memorandum of Agreement.
- c. Granting any wage increases or decreases.
- d. Granting pay or benefits for any period of time prior to the execution date of this Memorandum of Agreement.

Where either party seeks arbitration and the other party claims the matter is not subject to the arbitration provisions of the Memorandum of Agreement, the issue of arbitrability shall first be decided by the arbitrator using the standards and criteria set forth in this Memorandum of Agreement.

The arbitrator shall be without authority to require the City to delegate or relinquish any powers which by State law or City Charter the City cannot delegate or relinquish. Copies of the arbitrator's decision shall be submitted to the City and the aggrieved employee. All direct costs emanating from the arbitration procedure shall be shared equally by the City and the aggrieved employee or the Union.

It is further agreed that the provisions of this section shall be incorporated as part of Chapter 11 of the City of Palo Alto Merit System Rules and Regulations. Existing procedures set forth in Chapter 11, to the extent they are inconsistent with the provisions contained herein, are superseded.

ARTICLE XXXIX- SAFETY COMMITTEE

Section 1. Committee A Safety Committee comprised of four representation unit members appointed by the Union, and at least two members of Management, will continue to meet. The Committee may make safety recommendations to the Fire Chief regarding equipment, vehicles and apparatus and may review all accidents involving represented personnel. Management shall inform the Safety Committee of all accidents involving injuries to represented personnel.

ARTICLE XL – MISCELLANEOUS

Section 1. T-Shirts. The City will issue four T-shirts to each uniformed employee each July These T-shirts are for use on duty only and will be maintained by the employee.

Section 2. Removal of Disciplinary Actions. Records of disciplinary actions shall be removed from the personnel file of a representation unit employee upon written request by the employee after a period of three years, or sooner if mutually agreed by the Fire Chief and the employee.

ARTICLE XLI - FULL UNDERSTANDING

Section 1. Full and Entire Understanding. The Memorandum of Agreement contains the full and entire understanding of the parties regarding the matters set forth herein.

Section 2. Fair Labor Standards Act. Compensatory time off with Management approval may be used as an alternative to overtime compensation only within the 27-day work period within which the overtime is worked.

Section 3. Severability. Should any of the provisions herein contained be rendered or declared invalid by reason of any existing State or Federal legislation or by reason of State or U.S. Supreme Court ruling, such invalidation of such part or portion of this Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

Section 4. Good Faith. It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this Memorandum of Understanding be administered and observed in good faith.

Section 5. Merit System Rules and Regulations. During the term of this Memorandum of Agreement, Management may propose certain changes in the City Merit System Rules and Regulations. With regard to such changes which pertain to the representation unit, the parties agree to review, and upon request, meet and confer regarding the changes.

Section 6. Station Consolidation or Relocation . During the term of this agreement, at management request, the parties agree to meet and confer with regard to issues pertaining to fire station consolidation or relocation.

Section 7. Meet and Confer. Nothing in this agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement.

ARTICLE XLII – 48/96 Work Schedule

The regular schedule for 56 hour personnel will be under a “48/96” model. With the adoption of this “48/96” schedule the parties agreed to revise Fire Department policy 205.6 typical workday and 1009.8.1 Reporting for Duty- Holidays.

ARTICLE XLIII – FUTURE SERVICE DELIVERY MODELS

Effective upon request of the City, the parties will meet and confer in good faith regarding the service delivery model of current inspection services and transport during the term of this Agreement.

ARTICLE XLIV - DURATION

This Memorandum of Agreement shall become effective upon adoption by the City Council through June 30, 2021.

EXECUTED:

**FOR:
INTERNATIONAL ASSOCIATION
FIRE FIGHTERS**

**FOR:
CITY OF PALO ALTO**

Ryan Stoddard, President Local 1319

James Keene, City Manager

Nate Heydorff, Vice President Local
1319

Rumi Portillo, Human Resources
Director

Sunny Johnson-Gutter, Secretary
Local 1319

Sandra Blanch, Assistant Director of
Human Resources

Nicholas Raisch, Manager of Employee
Relations and Training

Geoffrey Blackshire, Deputy Fire Chief

Maria Patino, Human Resources
Representative

APPENDIX A

APPENDIX B

Letter of Intent

The City and IAFF during the term of this agreement will convene a committee to discuss a strike team relief process. The parties mutually agree there is value in giving employees returning from lengthy strike team deployments access to additional leave banks which they currently are unable to utilize. This committee will develop consistent practices for the department to address what steps should be taken and what leave banks employees use based on their return time and date. A new practice shall only be implemented if mutual agreement is reached.