

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA ROSA
AND THE
SANTA ROSA FIREFIGHTERS, LOCAL 1401
FOR AND ON BEHALF OF THE EMPLOYEES IN THE
CITY'S UNIT #2 – FIREFIGHTING

July 1, 2006 – June 30, 2007
July 1, 2007 – June 30, 2008
July 1, 2008 – June 30, 2009
July 1, 2009 – June 30, 2010
July 1, 2010 – June 30, 2011
July 1, 2011 – June 30, 2012

Exhibit "A" to Resolution No. 26633

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GENERAL

ARTICLE 1 DESIGNATION OF THE PARTIES

This Agreement is by and between the City of Santa Rosa, hereinafter referred to as "CITY," and the Santa Rosa Firefighters, Local 1401, hereinafter referred to as "UNION". Collectively, the CITY and UNION hereinafter referred to as the "PARTIES".

ARTICLE 2 RECOGNITION

Pursuant to Ordinance No. 1515, the Employer-Employee Relations Ordinance of the City of Santa Rosa and applicable state law, the Santa Rosa Firefighters, Local 1401, was designated by the City of Santa Rosa City Council as the exclusive representative of CITY employees in the CITY'S Unit #2, Firefighting, (hereafter "UNIT"). The term "employee" or "employees" as used herein shall refer only to employees employed by CITY in the employer classifications comprising said unit as listed in Article 13, SALARIES, or as amended.

ARTICLE 3 AUTHORIZED AGENTS

For the express purpose of administering the terms and provisions of this Agreement:

A. Management's principle authorized agent shall be the City Manager or duly authorized representative (address: P.O. Box 1678, Santa Rosa, CA 95402; telephone: (707) 543-3010), except where a particular management representative is specifically designated in the Agreement.

B. The Santa Rosa Firefighters principle authorized representative shall be its president or duly authorized representative (address: P.O. Box 1251, Santa Rosa, CA 95402; telephone (707) 546-7417).

ARTICLE 4 SEVERABILITY

The provisions of this Agreement shall be subordinate to any present or subsequent federal law, California state law or CITY Charter provision.

Should any part of this Agreement be rendered or declared illegal or invalid by statute or decree by a court of competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 5 **FULL UNDERSTANDING, MODIFICATION, WAIVER**

This Agreement sets forth the full and entire understanding of the PARTIES regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that the PARTIES voluntarily and unqualifiedly waive their rights to negotiate and agree that neither shall be required to negotiate, with respect to any matter covered herein.

It is further agreed and understood that, except in cases of emergency, the CITY shall not implement any changes to any matter within scope, as defined by the Meyers-Milias-Brown Act, as amended, not covered herein without first having met and conferred with the UNION. For purposes of this Agreement, emergency means any sudden and unforeseeable incident or occurrence.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the PARTIES unless made and executed in writing by all PARTIES, and if required, approved by the CITY and ratified by the membership of the UNION.

The waiver of any breach of any 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 6 **RENEGOTIATIONS**

In the event either party desires to renegotiate a successor Agreement, such party shall serve upon the other during the period January 1 to January 31, within any year relevant hereto, its written request to begin negotiations. Formal negotiations shall begin no later than February 1, 2012.

Annually, the PARTIES will discuss the allocation of the COLA, and in 2008 and 2010 the PARTIES shall discuss the allocation of the compensation survey results. No later than March 15, 2008 and March 15, 2010, the PARTIES will discuss issues of mutual consent and/or up to two (2) non-economic issues per party, at the request of either party.

ARTICLE 7 **TERM**

This Agreement shall become effective on July 1, 2006, except as otherwise specifically provided herein, and shall terminate at twelve (12) midnight on June 30, 2012.

ARTICLE 8 **RULES AND REGULATIONS**

The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded by any provision of this Agreement:

1. Personnel Rules and Regulations
2. Employer-Employee Relations Rules and Regulations

The CITY shall not change the rules and regulations listed herein without first meeting and conferring with the UNION.

ARTICLE 9 **MUTUAL RESPONSIBILITY**

The CITY and Union recognize their mutual responsibility to provide the citizens those municipal fire services deemed appropriate to the CITY.

ARTICLE 10 **WORK CURTAILMENT**

Under no conditions or circumstances shall the UNION or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement.

ARTICLE 11 **EMPLOYEE RIGHTS**

Employees shall be free to participate in UNION activities described in Government Code Section 3500 et seq., except those precluded by this Agreement, without interference, intimidation or discrimination in accordance with California State Law and CITY policies, rules and regulations.

ARTICLE 12 **CITY RIGHTS**

The CITY reserves, retains and is vested with any management rights not expressly granted to the UNION by this Agreement, the Personnel Rules and Regulations or the Employer-Employee Relations Policy. These CITY rights include the right to:

- a. Determine and modify the organization of CITY government and its constituent work units.
- b. Determine the nature, standard, levels and mode of delivery of CITY services.
- c. Determine the methods, means, number and kind of personnel by which services are provided.
- d. Lay off employees, subject to the Personnel Rules and Regulations.

Should the CITY desire to exercise any of these rights, it shall, except in cases of emergencies (as defined in Article 5), give the UNION advance, written notice of its intentions thereof and shall afford the UNION the opportunity to meet and confer on the impact of the exercise of such rights upon represented employees before the decision is implemented.

COMPENSATION

ARTICLE 13 **SALARIES**

13.1 As of June 30, 2006 the salaries applicable to UNION employees are:

Firefighter	\$4873	\$5103	\$5335	\$5582	\$5850
Fire Engineer	\$5366	\$5618	\$5873	\$6147	\$6438
Fire Captain	\$6164	\$6447	\$6760	\$7069	\$7398
Fire Captain Training	\$4389	\$4593	\$4811	\$5036	\$5272
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Fire Inspector I	\$5390	\$5659	\$5943	\$6240	\$6552
Fire Inspector II	\$6312	\$6603	\$6911	\$7235	\$7575
Senior Fire Inspector	\$7071	\$7426	\$7796	\$8188	\$8598

13.2 The following salary adjustments shall be applicable to UNION employees on the dates and as shown below:

13.3 Effective July 2, 2006, there shall be a five point two percent (5.20%) increase to the classification of Firefighter which shall yield the following:

Firefighter	\$5126	\$5368	\$5612	\$5872	\$6154
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13.3.1 The classifications of Fire Engineer, Fire Captain, Fire Captain Training, Fire Inspector I, Fire Inspector II and Senior Fire Inspector shall be adjusted to maintain the following spreads. A ten percent (10%) spread between top step

Firefighter and top step Engineer; a fifteen percent (15%) spread between top step Engineer and top step Captain. The Fire Inspector II is set at 2.5% above top step Fire Captain, Fire Inspector I is set at 13.5% below top step Fire Inspector II, and Senior Fire Inspector is set at 13.5% above top step Fire Inspector II. Effective July 2, 2006 this shall yield the following:

Fire Engineer	\$5642	\$5907	\$6175	6463	\$6769
Fire Captain	\$6486	\$6783	\$7113	7438	\$7784
Fire Captain Training	\$4616	\$4831	\$5060	5297	\$5545
Fire Inspector I	\$5678	\$5961	\$6260	6573	\$6902
Fire Inspector II	\$6649	\$6955	\$7280	7621	\$7979
Senior Fire Inspector	\$7448	\$7822	\$8211	8624	\$9056

The Fire Captain assigned to the 40 hour position in the Training Division shall receive additional pay for working that assignment based on the step in the salary range. The salary range is based on the hourly rate for a Fire Captain assigned to a 56 hour work week applied to a 40 hour work week (2080 hours per year).

The additional pay per week shall be:

\$521	\$544	\$571	\$597	\$624
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This amount will be increased by the same percentage as any future percentage increases which apply to the salary range for Fire Captain.

13.3.2 Effective July 1, 2007, there shall be a salary increase equal to 100% of the average bimonthly percentage change in the SF/OAK/SJ CPI-U for the months of February and April of the calendar year. Regardless of the foregoing, there shall be a minimum salary increase of two and one half percent (2.5%) and a maximum salary increase of five percent (5%).

13.3.3 Effective June 29, 2008, there shall be a salary/compensation adjustment based upon the results of a total compensation survey for the classification of Firefighter, this compensation survey shall be completed no later than June 13, 2008. For comparison purposes, the CITY'S compensation range for Firefighter, will be compared to the mean average compensation for Firefighter in agreed upon agencies. The classifications of Fire Engineer, Fire Captain, Fire Captain Training, Fire Inspector I, Fire Inspector II and Senior Fire Inspector shall be adjusted per Article 13.3.1.

13.3.4 Effective July 5, 2009 there shall be a salary increase equal to 100% of the average bimonthly percentage change in the SF/OAK/SJ CPI-U for the months of February and April of the calendar year. Regardless of the foregoing, there shall be a minimum salary increase of two and one half percent (2.5%) and a maximum salary increase of five percent (5%).

13.3.5 Effective July 4, 2010, there shall be a salary/compensation adjustment based upon the results of a total compensation survey for the classification of Firefighter, this compensation survey shall be completed no later than June 18, 2010. For comparison purposes, the CITY'S compensation range for Firefighter will be compared to the mean average compensation for Firefighter in agreed upon agencies. The classifications of Fire Engineer, Fire Captain, Fire Captain Training, Fire Inspector I, Fire Inspector II and Senior Fire Inspector shall be adjusted per Article 13.3.1

13.3.6 Effective July 3, 2011, there shall be a salary increase equal to 100% of the average bimonthly percentage change in the SF/OAK/SJ CPI-U for the months of February and April of the calendar year. Regardless of the foregoing, there shall be a minimum salary increase of two and one half percent (2.5%) and a maximum salary increase of five percent (5%).

ARTICLE 14 **OVERTIME**

Employees shall be compensated for any overtime hours they are required by the CITY to work at the overtime rate. Overtime rate shall mean 1.5 times the regular hourly rate of pay.

ARTICLE 15 **UNIFORMS**

Employees provided uniforms by the CITY shall wear them while at work and shall be responsible for their normal maintenance and upkeep in accordance with CITY policy.

The CITY shall replace uniforms for normal wear and tear resulting from CITY work activities.

ARTICLE 16 **CTO-FIREFIGHTERS, FIRE ENGINEERS, FIRE CAPTAINS, FIRE INSPECTOR I, FIRE INSPECTOR II AND SENIOR FIRE INSPECTORS**

16.1 Except as provided herein, Firefighters, Fire Engineers and Fire Captains shall be paid in cash for overtime.

16.1.1 Firefighters, Fire Engineers and Fire Captains may opt to, at the rate of 1.5 times the regular hourly rate of pay, have overtime paid in the form of compensatory time off (CTO).

16.1.2 Maximum accrual of CTO shall be two 24 hour shifts at the overtime rate of time-and-one-half or seventy-two (72) hours.

16.1.3 An employee's use of CTO shall not be unreasonably denied by a supervisor but shall not cause overtime or be used to extend scheduled vacation.

16.1.4 An employee may elect to be paid for accrued CTO on the fourth week of the last FLSA period ending in January, May, August, and November. Employees may enter a code on their time card during these periods to be paid for the accrued CTO.

16.1.5 Any remaining accrued CTO balance as of the last FLSA period ending in March shall be paid off by the second pay check in April.

16.2 Except as provided herein, Fire Training Captain, Fire Inspector I, Fire Inspector II and Senior Fire Inspector shall be paid in cash for overtime.

16.2.1 A Fire Training Captain, Fire Inspector I, Fire Inspector II and Senior Fire Inspector may opt to have overtime paid in the form of compensatory time off (CTO), consistent with ARTICLE 16.1.1, if it doesn't exceed the limits set forth in 16.2.2.

16.2.2 A Fire Training Captain, Fire Inspector I, Fire Inspector II and Senior Fire Inspector may not have a current credit for more than one hundred (100) hours of CTO.

16.2.3 Use of CTO shall not be unreasonably denied by a supervisor and except as otherwise provided herein, shall be governed by the rules for the use of vacation, and shall be in compliance with FLSA.

16.2.4 Part-time Fire Inspector I, Fire Inspector II and Senior Fire Inspectors may accrue straight-time compensatory time up to the proportion of the hours allowed for full-time Fire Inspectors equal to their FTE for hours worked over their FTE per week.

16.2.5 Fire Training Captain, Fire Inspector I, II and Seniors may elect to be paid for accrued CTO on the second pay check in January, May, August, and November. Employees may enter a code on their time card during these periods to be paid for the accrued CTO.

16.2.6 The Fire Captain assigned to the 40 hour per week assignment in the Training Division is eligible to earn CTO for hours worked over 40 and less than 53 performing "on shift" suppression duties for assignments of 12 hours or less in duration in a week. A Fire Captain in this assignment is not eligible to earn CTO for hours worked over 53 in a week.

16.3 If an employee separates from the CITY, all remaining accrued CTO shall be paid at the employee's regular rate of pay in accordance with the provisions of the FLSA (except as indicated in Article 28.9 – Sick Leave Incentive Program - CTO).

16.3.1 CTO will be accrued as a separate balance from the Sick Leave Incentive Program - CTO. (See Article 28.9) Sick Leave Incentive accruals shall be the first balances used by employees when requesting CTO until the sick leave CTO program terminates on December 31, 2007.

ARTICLE 17 **HAZARDOUS MATERIAL PREMIUM**

17.1 Employees in the Firefighter, Fire Engineer and Fire Captain classifications who are certified as either Hazardous Materials Specialist or Technicians and who are selected to become part of the Hazardous Materials Response Team, to a maximum of 12 employees per platoon shall be paid a premium pay of 3% of base pay.

17.1.1 A Fire Captain assigned to the 40 hour assignment in the Training Division, who is certified as either a Hazardous Materials Specialist or Technician and is part of the Hazardous Materials Response Team as described in 17.1, shall be paid 4.2% of base pay.

17.2 Personnel will receive appointment to the Hazardous Materials Assignment, from an established waiting list, based on a first-come-first-served basis.

In the event that more than one person wishes to be placed on the waiting list at the same time, then their placement on the list shall be based on seniority in rank.

17.3 Personnel so assigned agree to remain in this designation and must give at least thirty days written notice requesting to withdraw from the assignment. Requests for withdrawal from the assignment will be approved if a Hazardous Materials Specialist or Technician is on the waiting list available to replace the employee requesting to withdraw or if the withdrawal does not cause team strength to fall below a minimum of ten (10) per platoon.

17.4 The Fire Inspector II assigned to the CUPA program shall receive the 3% Hazardous Materials pay as described in Article 17.1.

17.5 The Senior Fire Inspector who is assigned to the CUPA program shall receive the three percent (3%) Hazardous Materials pay as described in Article 17.1.

ARTICLE 18 **ACTING ASSIGNMENTS**

18.1 Firefighters or Fire Engineers assigned as Acting Captains shall receive third step Fire Captain pay while so assigned.

18.2 Firefighters assigned as Acting Fire Engineers shall receive the top step of Fire Engineer pay while so assigned.

18.3 Fire Captains working a special non-supervisory assignment in the Fire Prevention Division shall receive the same wage and benefits as those applied to the Training Captain position.

18.4 Fire Captains assigned as Acting Battalion Chiefs shall receive a 10% increase in base pay while so assigned.

18.4.1 Fire Captains will receive Acting Battalion Chief pay (a 10% increase in base pay) during the time that they are called out as an Acting Duty Chief (ADC). This "acting" pay shall be in addition to any standby pay associated with an ADC assignment.

18.5 Firefighters who, according to current practice, perform fire inspection duties that fall within the firefighter classification specifications shall not be considered to be in an acting assignment.

18.5.1 Firefighters assigned as Acting Fire Inspector I shall receive the top step of Fire Inspector I pay while so assigned. Fire Engineers assigned as Acting Fire Inspector II shall receive third step Fire Inspector II pay while so assigned.

18.6 Fire Inspectors I assigned as Acting Fire Inspector II shall receive third step Fire Inspector II pay while so assigned.

18.7 Senior Fire Inspectors assigned as Acting Fire Marshal when the Fire Marshal is on leave or otherwise out of the area and not available for work during normal working hours shall receive a 10% increase in base pay while so assigned.

18.8 Personnel assigned, in writing, as acting Senior Inspector shall receive a ten percent (10%) increase in base pay while so assigned.

ARTICLE 19 **CALL BACK**

19.1 With the exception of Acting Duty Chief call-outs described in Article 19.4, employees who have completed their work shift and have gone home and then are required to return to work shall receive a minimum of four (4) hours pay at the overtime rate. Hours worked in excess of said four (4) hours shall be paid at the overtime rate.

19.1.1 Employees classified as Fire Inspectors who have completed their work shift and have gone home and then are required to return to work shall receive a minimum of three (3) hours pay at the overtime rate. Hours worked in excess of said three (3) hours shall be paid at the overtime rate.

19.2 Employees who are scheduled to work overtime and upon arriving as agreed are told that they are not needed and therefore leave without working shall be paid one hour at the overtime rate.

19.3 Employees required to hold over following the completion of their shift shall be paid a minimum of one (1) hour pay at the overtime rate. Hours worked in excess of said one (1) hour shall be paid at the overtime rate.

19.4 Off-duty Fire Captains standing-by as Acting Duty Chief (ADC) who have been relieved from duty and are then dispatched or called back to duty as the Fire Department's ADC shall receive a minimum of one (1) hour of pay at the overtime rate. Hours in excess of said one (1) hour shall be paid at the overtime rate.

ARTICLE 20 **STANDBY PAY – FIRE INSPECTOR I, FIRE INSPECTOR II AND SENIOR FIRE INSPECTOR**

20.1 Standby duty is defined as that circumstance which requires the employee so assigned to:

20.1.1 Remain within a geographical area that permits the Fire Inspector I, Fire Inspector II and Senior Fire Inspector to respond to the Headquarters Fire Station, 955 Sonoma Avenue, Santa Rosa, California within 60 minutes of receiving a call-out assignment.

20.1.2 Refrain from activities which might impair his/her performance of assigned duties upon call.

20.1.3 Be readily available at all hours by telephone or other communication devices.

20.1.4 Respond promptly upon receiving a call-out assignment.

20.2 Standby duty shall be assigned by management in writing.

20.3 Effective July 1, 2006 to September 30, 2006, Fire Inspector I, Fire Inspector II and Senior Fire Inspectors assigned to standby status shall receive a bonus of \$2.0313 per hour of standby duty (\$260.00 for each seven (7) day period so assigned).

20.4 Standby assignments shall be made in seven (7) day increments.

20.5 Effective October 1, 2006, in lieu of Standby Pay, the CITY shall make available a Fire Inspector/Investigator Premium Pay. While receiving Fire Inspector/Investigator Premium Pay the employee will be required to do the following:

20.5.1 Remain within a geographical area that permits the Fire Inspector I, Fire Inspector II and Senior Fire Inspector to respond to the Headquarters Fire Station, 955 Sonoma Avenue, Santa Rosa, California within 60 minutes of receiving a call-out assignment.

20.5.2 Refrain from activities which might impair his/her performance of assigned duties upon call.

20.5.3 Be readily available at all hours by telephone or other communication devices.

20.5.4 Respond promptly upon receiving a call-out assignment.

20.5.5 Shall perform special event and occupancy inspections and similar duties.

20.6 Fire Inspector/Investigator duty shall be assigned by management in writing.

20.7 Fire Inspector I, Fire Inspector II and Senior Fire Inspectors assigned to Fire Inspector/Investigator duty shall receive Fire Inspector/Investigator Premium Pay as follows:

Fire Inspector I \$ 3.76 per hour of Fire Inspector/Investigator duty

Fire Inspector II \$ 4.35 per hour of Fire Inspector/Investigator duty

Senior Fire Inspector \$ 4.94 per hour of Fire Inspector/Investigator duty

20.8 In addition to the Fire Inspector/Investigator pay, if assigned Fire Inspector/Investigator duty on a recognized holiday (see Article 27) with Christmas Eve and New Years Eve substituting for floating holidays, the assigned employee shall receive an additional flat rate of fifty dollars (\$50.00) per holiday worked.

20.9 Fire Inspector/Investigator duty assignments shall be made in seven (7) day increments.

ARTICLE 21 **ACTING DUTY CHIEF**

21.1 Fire Captains on the Acting Battalion Chief list who are able to meet the response time requirements contained in the “Duty Chief of Incident Command and Support” SOP, and who request to serve as an Acting Duty Chief (ADC), will be placed on an Acting Duty Chief list. Management will make ADC assignments from the ADC list and will endeavor, but not guarantee, to distribute these assignments as equitably as possible.

21.2 Standby duty is defined as the period of time that a Fire Captain serving as an ADC is in an off-duty status but is on-call to respond to incidents or other needs of the Fire department as the Duty Chief.

21.3 ADCs on standby duty shall comply with the provisions of the “Duty Chief for Incident Command and Support” SOP.

21.4 ADCs on standby duty shall refrain from activities which might impair his/her performance of assigned duties upon call.

21.5 Fire Captains assigned to ADC standby duty shall receive a bonus of three dollars (\$3.00) per hour of standby duty with a one-hour minimum call back.

ARTICLE 22 **FAIR LABOR STANDARDS ACT**

22.1 The CITY has elected a 28-day work period to comply with FLSA and has determined that Fire Captains are not exempt employees under the Act. During the term of this Agreement the CITY shall not make or propose any change in the designated work period or exempt class designations.

22.2 The CITY has elected a 7-day work period for the Fire Captain and Fire Inspectors assigned to 40 hour positions to comply with FLSA. (See Article 54.3)

22.3 Time taken off by UNION members on union business leave shall be counted by the CITY as "time worked" as applied to the maximum regular hours provision for Firefighting personnel as contained within the regulations of the FLSA.

ARTICLE 23 **COURT APPEARANCES**

Employees subpoenaed to appear in court, for CITY related matters, during off-duty hours shall receive a minimum of two (2) hours pay at the regular hourly rate.

Court appearances in excess of two (2) hours shall be compensated at the regular hourly rate of pay. However, if employees have completed their regularly scheduled work shift and then are required to be in court during the same day, the overtime rate shall be used to compute pay.

ARTICLE 24 **VOLUNTARY RESPONSE**

Employees who voluntarily respond to a fire during their off-duty hours and who are directed by the responsible authority on the scene to commence work shall be paid for time so worked at the overtime rate. No minimum hours shall be applicable to such work.

ARTICLE 25 **SPECIALTY PAYS**

25.1 Bilingual Pay

25.1.1 Employees designated as proficient in the Spanish language shall receive three percent (3%) additional pay.

25.1.2 The Fire Captain assigned to the 40 hour assignment in the Training Division, when designated as proficient in the Spanish language, shall receive 4.2% additional pay.

25.2 Education Incentive

25.2.1 Effective December 30, 2001, employees with six (6) years of CITY employment will be eligible for an education incentive. Effective July 2, 2006, the education incentive shall increase from 2% to 3% for Firefighters, Fire Engineers and Fire Inspector I's who have an AA/AS or 60 semester units (or quarter equivalent) or 90 semester units for Fire Captains, Fire Inspector II's and Senior Fire Inspectors. Effective July 2, 2006, the education incentive shall increase from 4% to 6% for a BA/BS or 120 semester units for all classifications.

25.2.2 To be eligible to receive an education incentive, the employee will submit a transcript(s) to the ASO of the Fire Department with a written request for the incentive. Employee will receive the incentive as soon as possible after submission.

25.2.3 The Fire Captain assigned to the 40 hour assignment in the Training Division who has six years of CITY employment and 90 semester units (or quarter equivalent) shall receive an amount of 4.22% additional pay; with 120 semester units or a BA/BS shall receive an amount of 8.42% additional pay.

25.3 Longevity Pay

25.3.1 Effective July 2, 2006, employees with twenty years of service (upon the completion of nineteen (19) years) with the Santa Rosa Fire Department or employees who can demonstrate twenty years of public retirement system service credit by September 1, 2006, shall receive an additional two percent (2%) of base pay. Documentation submitted after September 1, 2006 shall not qualify for retroactive pay. Employees with credit from multiple agencies shall provide documentation to the Department ASO showing sufficient service credits. No payment shall be made until documentation has been approved and submitted to payroll.

25.4 SCBA Program Manager Pay

Effective July 2, 2006 the individual assigned in writing by the Fire Chief and/or Deputy Chief to manage the SCBA program shall receive an additional three percent (3%) of base pay.

25.5 Telestaff Pay

25.5.1 Effective July 2, 2006, the individual assigned in writing by the Fire Chief and/or Deputy Chief to manage and administer the Telestaff program shall receive an additional three percent (3%) of base salary.

25.5.2 Effective September 3, 2006 the individual assigned by the Battalion Chief or Acting Battalion Chief to hire and maintain the roster for that day shall receive a flat rate of twenty five dollars (\$25.00) per day.

25.5.3 The City reserves the right to remove the telestaff hiring and administration functions from this Unit and remove the special pay associated with the assignments.

VACATION AND LEAVES

ARTICLE 26 **VACATION**

26.1 Employees shall earn and may accumulate vacation time as indicated below:

Classification	Years of Service	Hours Earned Monthly	Maximum Earned Annually	Maximum Hours of Accumulation
Fire Captain Fire Engineer Firefighter	1 – 4	10	120	360
	5 – 11	16	192	576
	12 – 24	20	240	720
	25 or more	25	300	900
Fire Inspector I Fire Inspector II Senior Fire Inspector	1 - 4	6.67	80	240
	5 - 11	10	120	360
	12 - 24	13.33	160	480
	25 or more	16.67	200	600
Fire Captain Training	1 – 4	7.12	85.5	256.5
	5 – 11	11.4	136.8	410.4
	12 – 24	14.25	171	513
	25 or more	17.81	213.7	641.1

No employee shall accumulate more vacation than provided above, except as provided for in Article 26.4.

26.2 The vacation accrual rate for Fire Captain Training shall be used when an employee moves from a fifty six (56) hour per week schedule into a forty (40) hour per week schedule.

26.3 Part-time employees shall accrue vacation time on a prorated basis based on hours in paid status not to exceed the FTE allocation per fiscal year.

26.4 Vacation accrual shall continue for employees who have reached the vacation cap and who are on sick leave or leave governed by California Labor Code Section 4850 regardless of whether the maximum hours of accumulation limit outlined in Article 26.1 has been reached.

26.4.1 A shift employee who is above the maximum vacation accumulation limit when they return to light or regular duty must use vacation leave within six (6) months of the return to duty to bring the accrued amount under the maximum limit. The employees vacation accrual shall also continue during this six month period. If, at the end of this six (6) month period, the employee still has accumulated vacation leave above the maximum limit, the employee will be paid for the excess vacation time at the regular rate of pay in order to bring their total vacation accumulation down to a point of twenty-four (24) hours below the maximum limit.

26.4.2 A forty (40) hour employee who is above the maximum vacation accumulation limit when they return to light or regular duty must use vacation leave within six (6) months of return to duty to bring the accrued amount under the maximum limit. The employee's vacation accrual shall also continue during this six (6) month period. If, at the end of this six (6) month period, the employee still has accumulated vacation leave above the maximum limit, the employee will be paid for the excess vacation time at the regular rate of pay in order to bring their total vacation accumulation down to a point of seventeen (17) hours below the maximum limit.

26.4.3 The six (6) month period is defined as beginning on the first Sunday on or after the employee returns to duty and ending on Saturday twenty six (26) weeks later.

26.5 Employees shall be employed by the CITY for one (1) complete year prior to using any vacation. However, in unusual circumstances the City Manager's Office may approve use of vacation time prior to the employee completing one (1) complete year with the CITY.

26.6 Effective July 1, 2007 after completing one year of service an employee may elect to sell back up to twenty four (24) hours of vacation paid at the employee's

regular rate of pay. Employees who elect to sell back vacation must have a remaining balance of seventy two hours (72) following the sell back. Payouts shall occur in accordance with the compensatory time pay out schedule. (See Article 16.1.4)

26.7 Vacation scheduling shall be approved by the CITY prior to being taken with due regard for the employee's needs and the CITY's need to provide services.

26.8 Vacation time shall not be used for industrial injury or to extend a date of retirement.

26.9 Up to two (2) shifts of vacation for classifications of Fire Captain, Fire Engineer and Firefighter and up to forty (40) hours for the classifications of Fire Inspector I, Fire Inspector II and Senior Fire Inspector, may be used for the death of the following family members: sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew, or niece by blood only and any person who at the time of his/her death was residing in the same household as the employee.

26.10 Vacation time may be used for any unplanned urgent personal situation. The intent is to allow employees time off when a situation occurs that is unavoidable.

26.11 Vacation time used for bereavement leave or unplanned urgent personal situations are not subject to the restrictions outlined in the department vacation SOP.

ARTICLE 27 **HOLIDAYS**

27.1 Employees, except those classified as Firefighters, Fire Engineers and Fire Captains, shall receive the following twelve (12) fixed holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25

Floating Holiday By Agreement Between
Employee and Supervisor
Floating Holiday By Agreement Between
Employee and Supervisor

Floating holidays must be taken during the fiscal year in which they are earned.

Employees shall receive ten (10) hours of holiday pay for each holiday.

Holiday pay, for employees working a 4/10 schedule shall be computed based on ten (10) hours times the employee's regular hourly rate of pay.

Any of the aforementioned holidays falling on Saturday shall be observed on the preceding Friday. If any of the aforementioned holidays fall on Sunday, the following Monday shall be observed.

Employees who work schedules where Saturday and Sunday are not normal days off and the holiday falls on the normally scheduled off-duty day shall observe a holiday on the immediately preceding work day.

Employees required to work holidays shall be compensated at the overtime rate for the hours worked.

Employees who are not on a paid status the day before and/or the day after a holiday shall not be paid for the holiday.

27.2 Part-time employees shall accrue holiday leave on a prorated basis based on hours in paid status.

27.3 Holidays – Employees Classified as Firefighters, Fire Engineers and Fire Captains and Fire Captain Training:

In lieu of holidays, employees shall receive a lump-sum payment, less mandatory withholds, with the first paycheck during December of each year based on the following formula:

$$\underline{168 \text{ hours} \times \text{regular hourly rate of pay} = \text{Holiday Pay}}$$

27.4 Employees serving a temporary or light duty assignment will be covered by the light duty and/or payroll policy.

27.5 For employees who serve less than the full calendar year as Firefighter, Fire Engineers or Fire Captains, holiday pay shall be calculated from January 1 of the same year using the following formula:

$$\frac{\text{Total Annual Salary}}{2920 \text{ hours}} \times 168 \text{ hrs} \div 365 \text{ days} = \frac{\text{Daily Rate of Pay}}{\text{No. of Calendar days worked}} = \text{Holiday Pay}$$

27.6 For employees who serve less than the full calendar year as Fire Captain Training, holiday pay shall be calculated from January 1 of the same year using the following formula:

$$\frac{\text{Total Annual Salary}}{2080 \text{ hours}} \times 168 \text{ hrs} \div 365 \text{ days} = \frac{\text{Daily Rate of Pay}}{\text{No. of Calendar days Worked}} = \text{Holiday Pay}$$

27.7 The only exception to using this formula would be in the case of a Fire Inspector making a permanent job classification change to Fire Captain, Fire Engineer or Firefighter. The balance for holiday pay-off would be calculated using the following formula:

$$168 \text{ hours} - \frac{\text{Number of Holiday hours Elapsed}}{\text{Number of Holiday hours Elapsed}} \times 1.4$$

ARTICLE 28 SICK LEAVE

28.1 Sick Leave Accumulation

Each employee shall earn and may accumulate sick leave as follows:

Hours of Accumulation Earned			
Classification	Monthly	Annually	Maximum Hours
Fire Captain Fire Engineer Firefighter	12	144	No Limit
Fire Inspector I Fire Inspector II Senior Fire Inspector	8	96	No Limit
Fire Captain Training	8.55	102.6	No Limit

28.2 The Sick leave accrual for Fire Captain Training shall be used when an employee moves from a fifty six (56) hour per week schedule into a forty (40) hour per week schedule.

28.3 Sick leave shall not be considered as a right which employees may use at their discretion and shall be allowed only in case of actual sickness or disability. No punitive actions shall be imposed on employees for taking justifiable sick leave.

For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (.25) working hour.

Employees may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury.

Part-time employees shall accrue sick leave on a prorated basis based on hours in paid status.

No sick leave shall be payable for any sickness, disability or injury which results or occurs as follows:

1. Intentionally self-inflicted
2. Participating in a criminal act
3. Participating in a riot
4. Working for an employer other than the CITY
5. During vacation unless the employee was confined to a hospital or other fixed location under written doctor's order
6. During a layoff, leave of absence or disciplinary suspension
7. After a termination date.

On taking sick leave time, employees shall notify their appropriate department either prior to or within one (1) hour after the time set for beginning daily duties or by another time specified by the CITY.

The CITY may revoke pay, sick leave time and take appropriate disciplinary action if the employee using sick leave is not sick or has engaged in private or other public work while on sick leave.

The CITY may require an employee to provide a medical doctor's statement which outlines the nature of the illness and the prognosis for recovery prior to permitting the employee to return to work following the use of any sick leave.

If an employee has not recovered by the time accumulated sick leave is fully exhausted, the employee may request a leave of absence according to Article 30 LEAVE OF ABSENCE and the CITY's Leave of Absence Policy.

Sick leave shall continue to be earned while an employee is on vacation or sick leave.

Sick leave shall not be used to extend a date of retirement; however, effective July 1, 1995, an employee, upon retirement, may convert any unused sick leave balance to service credit as provided by Government Code Section 20862.8 (Reference Sec. 44.4 below).

28.4 Sick Leave – Initial Probationary Period

The City Manager's Office may allow a probationary employee to use sick leave before it has been earned as follows:

<u>Classification</u>	<u>Hours</u>
Fire Captain, Fire Engineer and Firefighter	72
Fire Inspectors	48

This section does not apply to promotional or disciplinary probationary periods.

28.5 Sick Leave – Family Illness

Employees may use hours of accumulated sick leave for the serious illness or injury of their spouse, qualified domestic partner, child, parents, stepchild, stepparents, grandparents, grandchildren or child of a qualified domestic partner. For the purposes of this Article, serious illness or injury as it applies to an adult family member means the family member is under the immediate care of a physician.

28.6 Sick Leave – Retirement Buyback – Fire Captains/Fire Engineer/Firefighters

Fire Captains, Fire Engineers and Firefighters who retire or whose positions are eliminated and who have completed ten (10) consecutive years of employment with the CITY shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of one thousand (1,000) hours. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated.

Should the CITY provide a majority of CITY employees with a retirement buyback plan more beneficial than that provided herein, the employees covered by this Agreement shall automatically receive the same benefit at the same time and this part shall be considered amended to memorialize that level of benefits.

28.7 Sick Leave – Retirement Buyback – Fire Inspector I, Fire Inspector II and Senior Fire Inspector

Any Fire Inspector I, Fire Inspector II or Senior Fire Inspector who retires or whose position is eliminated and who has completed ten (10) consecutive years of employment with the CITY shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of seven hundred and fourteen (714) hours. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated.

28.8 Sick Leave – Employee Death

If an employee dies, then all of the employee's accumulated sick leave shall be paid at the regular hourly rate at the time of the employee's death. Such payment shall be made to the person named by the employee as beneficiary in the employee's CITY provided life insurance policy.

28.9 Sick Leave Incentive Program (CTO)

Beginning January 1, 1997, an employee who uses no sick leave in the entire calendar year shall receive the following amount of Compensatory Time (CTO).

Firefighter, Fire Engineer or Fire Captain:	24 hours
Fire Inspectors:	12 hours

A Firefighter, Fire Engineer or Fire Captain who uses twenty-four hours or less of sick leave, in the entire calendar year, shall receive twelve hours of CTO. A Fire Inspector who uses twelve hours or less of sick leave, in the entire calendar year, shall receive eight hours of CTO. The Sick Leave Incentive Program CTO account will have a maximum accrual of four shifts. Sick Leave Incentive accruals shall be the first CTO balances used by employees when requesting CTO. There shall be no payout for Sick Leave Incentive CTO, under any circumstances including separation from the fire service. Use of CTO shall not be unreasonably denied by a supervisor and shall be governed by the rules for the use of vacation. The provisions of this article shall terminate effective December 31, 2006. All balances remaining under this CTO sick leave program must be used by December 31, 2007. Any unused sick leave CTO balances, thereafter remaining shall be paid out on the second paycheck of January 2008.

28.10 Sick Leave Incentive Program (Payout)

Effective January 1, 2007 shift employees using fifty six (56) hours or less of sick leave, on a calendar year basis, shall earn one shift of pay at the employee's regular hourly rate. Forty hour (40) hour employees using twenty five (25) hours or less of sick leave, on a calendar year basis, shall earn seventeen (17) hours of pay at the regular hourly rate. Pay outs shall begin in January 2008, and shall be paid on the second pay check of January.

ARTICLE 29 **INDUSTRIAL INJURY OR ILLNESS**

Benefits for employees shall be provided for under Section 4850 of the Labor Code and CITY policies. Sick leave shall not be used for an industrial injury or illness.

ARTICLE 30 **LEAVE OF ABSENCE**

30.1 Employees may request a leave of absence, without pay, in writing to their respective department heads upon the exhaustion of their accumulated paid leave.

30.2 The requirement to use all accrued sick leave or vacation leave does not apply in situations where California state or federal law do not allow the employer to require use of vacation or sick leave prior to granting an unpaid leave of absence. As of the date of adoption of this agreement exceptions exist for California state pregnancy disability leave and leave for military duty. When an employee requests to take a leave of absence without pay and is currently within the period of time covered by state pregnancy disability leave (CCR Title 2 Division 4 Section 7291.2 et seq.), the employee is not required to exhaust accrued vacation prior to taking the leave of absence. An employee who is absent from work for military duty, including weekend training drills, is not required to exhaust accrued vacation prior to taking the leave of absence.

(Uniformed Services Employment and Re-employment Rights Act of 1994, 38 USC 4301 et seq.).

30.3 These requests may be approved as follows:

30.3.1 By the department head for a time not exceeding twenty-four (24) working hours.

30.3.2 By the City Manager's Office for any time exceeding twenty-four (24) working hours.

Payment of benefits during a leave of absence is addressed in the CITY's Leave of Absence and Administration of Absences for Family Leave policies.

ARTICLE 31 **JURY LEAVE**

Employees who are required to serve as jurors shall be provided jury leave for the duration of the jury duty.

Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all money, less travel expenses, received by the employee for the jury duty from the court is remitted to the CITY.

ARTICLE 32 **BEREAVEMENT LEAVE**

Employees may take bereavement leave because of death in the immediate family as follows:

<u>Classification</u>	<u>Hours</u>
Fire Captain, Fire Engineer and Firefighter	Up to 56
Fire Inspectors	Up to 40

For the purposes of bereavement leave, immediate family shall mean spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, brother, sister, child (including stepchildren), child of qualified domestic partner, stepparents, grandparents and grandchildren.

See Article 26.9 for using unscheduled vacation for the death of other family members.

Payment for bereavement leave shall only be made under the provisions set forth above.

ARTICLE 33 **MILITARY LEAVE**

An employee may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California, Federal Uniformed Services Employment and Re-employment Rights Act and City policies. The employee shall furnish to the City's Payroll Office satisfactory proof of orders to report for duty and of actual service pursuant to such orders. Employees with less than one year CITY service shall take such leave without compensation from the CITY as provided in the Military and Veterans Code.

ARTICLE 34 **CATASTROPHIC LEAVE**

34.1 Employees may donate accrued leave to other employees who suffer a catastrophic illness or injury or to care for a spouse, qualified domestic partner, a parent or a dependent minor child who suffers from a catastrophic illness.

34.2 Catastrophic leave is a paid leave of absence due to life threatening, verifiable, long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual.

34.3 Employees who have successfully completed one year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury or serious illness or injury to spouse, qualified domestic partner, parent or dependent minor child.

34.4 The employee must first exhaust all accrued sick leave, vacation leave and compensatory time before qualifying for catastrophic leave.

34.5 Catastrophic leave shall be additional paid leave available from vacation, compensatory leave or administrative leave hours donated by other employees to a specific qualified employee.

34.6 Employees donating vacation, compensatory or sick leave must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least 40 hours after the donation of vacation time. Effective July 1, 2006, employees may also donate sick leave up to twenty four (24) hours in a fiscal year. Employees donating sick leave must have a balance of 80 hours after the donation of sick leave. Employees may donate all of their accrued compensatory time.

34.7 An employee requesting catastrophic leave must receive the recommendation of the department head and the approval of the City Manager. Such leave may initially be approved up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be recommended and approved.

34.8 The Administrative Services Department shall account for the donation and disbursement of catastrophic leave hours. All time donated will be credited on an hour-to-hour basis regardless of hourly pay differentials between donating employee and recipient.

34.9 Catastrophic leave shall not be used in conjunction with any long or short-term disability benefits or Workers' Compensation Leave.

34.10 While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

ARTICLE 35 **UNION BUSINESS LEAVE**

35.1 A Union Time Bank shall be established, allowing members of Local 1401 designated by the President to utilize the time bank for union activities. Time taken off by UNION members on union business leave shall be counted by the CITY as "time worked" see Article 22.3.

35.2 Use of Union Leave shall not be unreasonably denied by the CITY.

35.3 The CITY shall be reimbursed for these leaves weekly at the average overtime rate, as calculated when establishing a billable rate, for Firefighters, Fire Engineers and Fire Captains. Fire Inspector I, Fire Inspector II and Senior Fire Inspectors shall be charged at the average straight time rate, as calculated when establishing a billable rate, including the CITY's cost for PERS and Medicare. The average rates will be revised periodically when the billable rate changes.

35.4 When a member takes UNION Business Leave, it shall be charged to a Union Bank of vacation hours contributed by employees, factored for the average value of the hours in the Union Bank.

35.5 In the event there are insufficient hours in the Union Bank to reimburse the CITY, the cost of employee leaves taken pursuant to this Article shall be deducted by the CITY from the UNION payroll dues deduction together with an accounting of credits and debits for which charges have been made.

35.6 The Union Bank of vacation hours contributed by employees shall be maintained by Administrative Services. Participating employees shall contribute vacation hours to the Union Bank at the following rate:

24 hour shift = .31 hour biweekly

8 hour shift = .22 hour biweekly

To contribute vacation hours to the Union Bank, an employee must submit a "Voluntary Authorization for Deduction of Vacation Hours" form provided by Administrative Services. The CITY shall begin deduction of vacation hours no later than

ten days following receipt of completed authorization form. There shall be no retroactive deductions, pay-offs or use of these hours for non-union business.

35.7 The UNION shall indemnify and save the CITY harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

INSURANCE AND RETIREMENT

ARTICLE 36 **INSURANCE PROGRAM**

The CITY shall provide the insurance programs described in this Agreement. The parties agree that the CITY has the right to provide these insurance programs by self-insurance, through an insurance company or by any other method.

ARTICLE 37 **HEALTH INSURANCE**

37.1 The CITY shall offer employees and their dependents, including a qualified domestic partner who qualifies under the PERS medical plan, a health insurance program through the PERS Health Benefits Program. Eligibility and participation in this program shall be in accordance with the rules promulgated by PERS.

37.2 The CITY contribution for health insurance for active employees is the minimum contribution required by CalPERS and is listed below:

Effective July 1, 2006 for remainder of the calendar year 2006	\$64.60
Effective January 1, 2007	\$80.80
Effective January 1, 2008	\$97.00

Effective January 1, 2009, 2010, 2011 and 2012 the CITY contribution to health for active employees will be as determined and set by PERS.

Effective July 1, 2006, the total CITY allowance for active employees shall be:

Single	\$450.98
Two Party	\$886.48
Family	\$1121.48

37.2.1 Effective January 1, 2007 the total CITY allowance for active employees shall be equal to the PERS Blue Shield premium and adjusted each January

to the new PERS Blue shield premium for the term of this Agreement. The CITY shall pay 100% of any increase in the premium throughout the term of the Agreement.

37.3 Effective January 1, 2007, and effective every subsequent January 1st, for the duration of this Agreement, the Additional CITY Contribution shall be determined by taking the PERS Blue Shield premium rates at each level of coverage and subtracting the CITY health insurance contribution, as listed in Article 37.2. An example of this calculation using the current rates is shown below:

Coverage Level	City Contribution to Health Insurance (CalPERS required see article 37.2)	Additional City Contribution	Total City Allowance (using current July 2006 rates)*
Single	\$ 64.60	\$ 386.38	\$ 450.98
Two Party	\$ 64.60	\$ 801.88	\$ 866.48
Family	\$ 64.60	\$ 1056.88	\$ 1121.48

The total CITY allowance will be set at PERS Blue Shield premium effective January 1, 2007.

37.4 All employees shall select health insurance coverage unless the employee requests a waiver of coverage from PERS or the Human Resources Department. Such waiver shall only be granted if the employee shows proof of other coverage from another carrier. Should an employee who has obtained a waiver of this provision lose such alternate coverage, the employee shall notify PERS or the Human Resources Department and enroll in a PERS sponsored health insurance program within 30 (thirty) days after termination of such coverage.

37.5 The CITY shall provide an additional CITY contribution over and above the PERS health insurance contribution to employees based on their family status. Employees who do not use their allowance for health insurance may choose to have the unused amount equal to the CITY'S additional allowance for single (\$386.38, as adjusted annually) contributed to the Dependant Care spending option in the CITY'S flexible benefit plan (Section 125). The portion of the allowance not utilized by the employee shall remain with the CITY.

37.6 That portion of PERS plan costs that exceed the amount of the CITY allowance shall be paid by the employee through automatic pre-tax payroll deduction through the Section 125 plan.

37.7 Retirees are eligible for health insurance through PERS. For retirees the CITY has elected the unequal contribution method. This means the CITY contribution toward retiree health insurance shall be pursuant to the provisions of the California Public Employees' Retirement Law, Section 22892(c) under the unequal method.

37.8 Part-time employees may elect to participate in health insurance plans and the CITY will contribute a percentage of the amount equaling the employee's authorized position full-time equivalent (FTE) towards the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance. Part-time employees will have a one time option to participate subject to certain provisions of the law.

37.9 The CITY acknowledges Labor Code section 4856 which declares the employer will provide to the spouse and dependents of a Firefighter or Peace Officer who dies in the line of duty, health benefits as prescribed by law.

ARTICLE 38 **DENTAL INSURANCE**

38.1 The CITY shall offer employees and their dependents, including qualified domestic partners, a dental insurance program under the terms as set forth below. The PARTIES agree that the CITY has the right to provide these insurance programs by self insurance, through an insurance company or by any other method.

38.2 The CITY shall contribute towards this program up to, but not in excess of, the monthly amount shown below. Applicable monthly premium contributions for this program for fiscal year 2006 – 2007 follow:

Single	\$ 51.02
Two Party	\$ 83.17
Family	\$122.46

38.2.1 The CITY shall pay 100% of any increase in the premium throughout the term of this Agreement.

38.2.2 The CITY shall post a summary description of the program on the web, an individual copy will be provided upon request to the Risk Management Office.

38.2.3 In general, the program includes for an employee and dependent(s), including qualified domestic partner, basic dental insurance coverage of payment of the indicated percentage up to the maximum of \$2,000 for each eligible person. Effective July 1, 1997, the CITY extended coverage to a maximum of \$2,000 for each eligible person per year for the following benefits:

Benefits	Percent Program Pays	Percent Employee Pays
Diagnostic and Preventive	100%	0%
Other Basic	80%	20%
Crowns, Jackets and Cast Restoration	80%	20%
Prosthodontic	50%	50%
Orthodontic – for Family	50%	50%

(Orthodontics is a \$2,000 maximum lifetime benefit per person)

ARTICLE 39 VISION CARE INSURANCE

39.1 The CITY shall offer an employee and dependents, including qualified domestic partners, a vision care program which provides an eye examination once each twelve (12) months, lenses once each twelve (12) months and frames once each twelve (12) months. The deductible shall not exceed twenty dollars (\$20.00). The PARTIES agree that the CITY has the right to provide these insurance programs by self insurance, through an insurance company or by any other method.

39.1.1 The CITY shall post a summary description of the program on the web, an individual copy will be provided upon request to Risk Management.

39.1.2 Effective July 1, 2006, the cost of the Vision Plan shall be:

Single	\$9.21
Two Party	\$13.36
Family	\$23.96

39.2 The CITY shall pay 100% of any increase in the premium throughout the term of this Agreement.

ARTICLE 40 **LIFE INSURANCE**

40.1 The CITY shall provide term life insurance coverage in the amount of \$12,000 for each employee. Additional term life insurance may be purchased in \$1,000 increments up to an additional maximum of \$88,000 by each employee at cost through a payroll deduction system. The CITY shall provide each employee a certificate of coverage.

40.2 The CITY shall provide life insurance for part-time employees. Part-time employees may elect life insurance coverage and the CITY will contribute a percentage of the amount equaling the employee's authorized position full-time equivalent (FTE) towards the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance. Part-time employees will have a one time option to participate subject to certain provisions of the law.

ARTICLE 41 **LONG-TERM DISABILITY INSURANCE**

41.1 A disability insurance program offered through the UNION shall be provided to employees under the terms set forth below.

41.1.1 The CITY shall contribute towards this program up to, but not in excess of, the monthly amount shown below. Applicable monthly premium contributions for this program during fiscal 2001-2002 shall be:

<u>Category</u>	<u>City Monthly Amount</u>
Employee Only	\$23.50

41.1.2 This benefit shall only be provided for those employees who enroll in this program.

41.1.3 The CITY shall provide the long-term disability insurance for part-time employees. Part-time employees may elect to participate in the program and the CITY will contribute a percentage of the amount equaling the employee's authorized position full-time equivalent (FTE) towards the selected coverage. The part-time

employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance. Part-time employees will have a one time option to participate subject to certain provisions of the law.

41.2 There shall be no premium cost increase to the employee during the term of the Agreement.

ARTICLE 42 **ADDITIONAL INSURANCE PLANS**

The CITY shall deduct from an employee's paycheck actual premiums paid by the CITY for supplemental health care insurance plans arranged by the CITY but paid for by the employee, including but not limited to AFLAC, upon the employee's written request.

ARTICLE 43 **RETIRED EMPLOYEES HEALTH INSURANCE**

43.1 Employees who retire from the CITY must be in compliance with PERS health insurance requirements in order to be eligible for coverage by PERS during retirement. The retiree must follow the PERS health insurance program requirements. See Article 37.8.

43.2 A Retiree Medical Benefits Program will be established by July 1, 2002. Effective July 1, 2002, an amount equal to one percent (1.5%) of salary and related benefits will be deducted from the July 1, 2002 COLA of Unit #2 to fund this program. Effective June 29, 2003, an amount equal to one half percent (.5%) of salary and related benefits will be deducted from the June 29, 2003, salary adjustment of Unit #2 to fund this program. Effective July 1, 2004, an amount equal to one percent (1%) of salary and related benefits will be deducted from the July 1, 2004, salary adjustment of Unit # 2 to fund this program, for a total of three percent (3%) of salary and related benefits.

43.3 A trust agreement and plan document for a Post-Retirement Medical Benefit Defined Contribution Plan ("trust" and "plan" respectively) was adopted by the City Council and approved by the UNION in April 2005 which governs and controls the terms and conditions of the administration of the plan. The UNION reserves its right to adopt a successor trust agreement and plan document that would be administered by the UNION and that would replace the one administered by the CITY provided that said

plan shall be in compliance with all applicable Internal Revenue requirements and the CITY shall be relieved of any responsibility for said successor plan except to make the contributions required pursuant to this Agreement.

ARTICLE 44 RETIREMENT

44.1 Effective November 1, 1983, the CITY amended its contract with PERS to provide the so-called "single highest year" Final Compensation formula.

44.2 Effective January 1, 1989, the CITY amended its contract with PERS to provide the 2% at 50 Retirement Plan. Such plan is more specifically known as Public Employee's Retirement System, Local Safety Members 2% at 50 Full Formula, as defined in Retirement Law Section 21252.01.

44.3 The CITY amended its contract with PERS effective July 1, 1994, so that an employee may buy back the employee's military services as provided by Government Code Section 20930.3. The parties agree that this benefit is provided by Section 20930.3 as it reads subsequent to January 1, 1977.

44.4 The CITY amended its contract with PERS effective July 1, 1995, so that an employee who retires may convert unused sick leave balance to service credit as provided by Government Code Section 20862.8.

44.5 The CITY amended its contract with PERS to provide Fourth Level of 1959 Survivor Benefits (Section 21574) effective January 4, 1998.

The CITY's cost (estimated by PERS to be \$8.50 per month per covered member) for this benefit shall be funded for several years from any current Fire surpluses in the CITY's PERS Survivor Benefit account. When these surpluses are depleted and PERS demands payment for the Fourth Level Survivor Benefits, the UNION shall reimburse the actual costs incurred by the CITY, if any, by deduction from the payroll dues deduction. The CITY shall provide the UNION an accounting of credits and debits for which charges have been made.

44.6 The CITY shall continue the implementation of Section 414(h)(2) of the Internal Revenue Code concerning tax treatment of the employee's retirement contribution designated by PERS as PERS "Pick-Up" as follows:

44.6.1 Effective January 1, 1995, the CITY revised its implementation of Section 414(h)(2) for employees, so that two-thirds (2/3) of the employee's normal

retirement contribution continues in the PERS “Pick-Up” plan and one-third (1/3) is paid by the CITY, pursuant to the plan designated by PERS as Employer Paid Member Contribution (EPMC). EPMC was also implemented pursuant to 414(h)(2).

44.6.2 Effective January 1, 1996, the CITY revised its implementation of Section 414(h)(2), so that one-third (1/3) of the employee’s normal retirement contribution continued in the PERS “Pick-Up” and two-thirds (2/3) is paid by the CITY, pursuant to the EPMC plan pursuant to 414(h)(2).

44.6.3 Effective January 1, 1997, the CITY revised its implementation of Section 414(h)(2), so that the employee’s entire normal contribution is paid by the CITY pursuant to the EPMC plan.

44.6.4 Effective July 1, 2001, the CITY amended its contract with PERS to provide Fire Safety Personnel with the “3% @50 Full Formula” Retirement Plan. It was agreed that on February 11, 2001, 3.8% of PERS salary was to be paid to PERS by a deduction from the employee biweekly paycheck. On July 1, 2001, an additional 3.6% of PERS salary was to be deducted from the employee biweekly paycheck. On June 30, 2002, an additional 1.6% of PERS salary was to be deducted from employee paychecks.

44.6.5 The 2001-2006 Agreement indicated that effective July 1, 2001, the CITY paid the employee contribution to PERS equal to 5.4% and the employee paid 3.6% PERS payment. In addition, the CITY reported the 5.4% CITY paid portion as EPMC. Effective December 30, 2001 the CITY paid the employee contribution equal to 9% and reported this CITY paid portion as EPMC which is additional compensation for retirement purposes as provided in GC Sections 20636 & 20691 and is for the rate for classifications in the Unit.

44.6.6 Effective December 30, 2001, the CITY revised its implementation of Section 414(h)(2), so that the employee’s entire normal contribution is paid by the CITY pursuant to the EPMC plan.

44.6.7 The CITY’S payment or “pick-up” of an employee’s normal PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto and by the California Franchise Tax Board. It is

understood that the California State Legislature or Congress may alter the statutory authority for this tax treatment and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings either by other rulings or by issuing new regulations.

44.6.8 The UNION shall defend, indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability including, but not limited to, liability for back taxes and all claims or any type by the IRS, Franchise Tax Board, Unit employees or their heirs, successors or assigns arising out of this Agreement to pay or partially pay or “pick-up” an employee’s normal contribution to PERS.

44.7 The CITY shall report 9% (effective July 1998) EPMC to PERS as additional compensation for retirement purposes as provided in GC Sections 20636 and 20691 and is for the rate for classifications in the Unit.

44.8 The optional benefits in effect on the effective date of this Agreement shall be included as part of the new formula. Specific details regarding this retirement plan are available to employees from the Human Resources Department. The CITY shall provide each employee a description of this retirement plan.

44.9 The City amended its contract with PERS in August 2003, to add the “Alternate Death Benefit for Local Fire Members Credited With 20 or More Years of Service” as provided by Government Code Section 21547.7.

ADMINISTRATIVE

ARTICLE 45 **DISCIPLINE**

45.1 The CITY shall follow the principles of corrective progressive discipline as outlined in the City of Santa Rosa Personnel Rules and Regulations Rule Seven (7). Disciplinary action shall be designed to fit the nature of the problem, the severity of the misconduct and the circumstances involved.

45.2 Misconduct that may result in disciplinary action shall include, but not be limited to, those causes set forth in Personnel Rules and Regulations Rule Seven (7) Section Three (3).

45.3 Pre and post disciplinary due process shall be followed to the extent required by case law and statutory law, including but not limited to the Public Safety

Officers Procedural Bill of Rights Act (Government Code Section 3300 et seq.) for Fire Inspectors.

ARTICLE 46 **GRIEVANCE**

46.1 Definitions:

A “grievant” is an employee, a group of employees or the UNION.

A “grievance” is a claimed violation, dispute, misinterpretation, inequitable application or non-compliance with any provision of this memorandum of understanding, or any CITY ordinance, resolution, rule or regulation affecting working conditions; including disputes over discipline, limited to suspensions, reductions in salary, demotions and terminations.

46.2 Informal Grievance Resolution

As soon as possible, but no more than fourteen (14) calendar days after the discovery of the event giving rise to a grievance, the grievant (or representative) shall present the grievance informally to the involved supervisor. If the grievance involves the relationship with the supervisor, it shall be submitted to the involved Manager. The grievant and supervisor have a mutual responsibility to resolve the matter at the lowest possible level.

If the grievance is not resolved through discussion with the supervisor, then the grievant (and/or representative) shall present the grievance informally to the Manager. The Manager shall respond in writing to the grievant within fourteen (14) calendar days if the decision is adverse to the grievant.

Utilization of these informal steps shall be necessary prior to filing a formal grievance.

46.3 Formal Grievance Resolution

If the grievant feels that the issue was not resolved informally, a formal grievance shall be filed within fourteen (14) calendar days from the receipt of the written decision.

A formal grievance shall only be initiated by completing a form provided by the Human Resources Department. This form shall contain:

- A. Name(s) of grievant
- B. Class title(s)

- C. Department
- D. Working Address(es)
- E. A clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, memorandum of understanding; or other pertinent document involved
- F. The date on which the grievance occurred
- G. Proposed solution to the grievance
- H. Date grievance form completed
- I. Signature of grievant(s)
- J. Name of organization; or representative, if any, representing the grievant.

Within fourteen (14) calendar days after the formal grievance is filed, the Department head or designated representative shall investigate the grievance, confer with the grievant and attempt to resolve the issue. The Department head has the responsibility, after considering all pertinent information, to make a decision in writing.

Step 2

If the grievance is unresolved to the satisfaction of the grievant, the grievant may, within fourteen (14) calendar days after receipt of the Department head's decision, request the City Manager/designee to consider the decision rendered by the Department head. Such request shall be in writing and filed with the Human Resources Director.

Step 3

Within fourteen (14) calendar days after receipt of the written request, the City Manager/designee shall investigate the grievance, confer with persons affected and their representatives to the extent deemed necessary, and render a decision in writing.

If the decision of the City Manager/designee resolves the grievance to the satisfaction of the grievant, it shall be final and binding.

No time limits described in this Article may be extended without the mutual written agreement of both parties.

ARTICLE 47 **MEDIATION**

47.1 If a grievance is not resolved during the grievance procedure, the UNION and the CITY by mutual agreement, may request the assistance of a mediator from the California State Conciliation Service in an attempt to resolve a grievance.

47.2 The mediator shall neither hold a formal hearing, nor make a recommendation, nor have the authority to resolve the grievance except by agreement of the PARTIES.

47.3 In the event the grievance is not resolved, no concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

ARTICLE 48 **ARBITRATION**

48.1 A grievant may either appeal an unresolved grievance, as defined in 46.1 above, to the Personnel Board as provided in Rule Number Eight (8) of the Personnel Rules and Regulations, or may petition the UNION to present the grievance to Arbitration as provided below.

48.2 Only the UNION may present an unresolved grievance to arbitration by submitting a letter to the Human Resources Director requesting that the matter be submitted to arbitration. Such letter request must be submitted to the Human Resources Director within fourteen (14) calendar days after receipt of the City Manager or designee's decision. Any grievance submitted to arbitration shall be limited to the grievance originally filed at the first step, except as amended by mutual agreement, and properly processed through the grievance procedure.

48.3 The CITY and the UNION shall each select and appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the CITY and the UNION, and shall serve as a neutral arbitrator and Chairperson of the Board. In the event that the CITY and the UNION cannot agree upon the selection of the neutral arbitrator, either party may then request, within ten days, the State Mediation and Conciliation Service of the State of California Department of Industrial Relations to provide a list of seven (7) persons, who are qualified and experienced as labor arbitrators. If the CITY and the UNION cannot agree within three (3) days after receipt of such list on one of seven (7)

persons to act as the neutral arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board. The party making the first strike shall be determined by lot.

48.4 The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the Chairperson of the Arbitration Board and the costs of the preparation of the transcript of the proceedings shall be borne equally by the PARTIES. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

48.5 The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation in respect to the alleged grievance and determine the remedy or, in the case of a disciplinary action, whether the alleged act or violation actually occurred and if deemed a violation did occur, the level of discipline imposed was appropriate. If deemed not appropriate the arbitrator shall decide the appropriate level of discipline. The decision and/or award of the Arbitrator shall be based solely upon the evidence and argument presented by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the CITY, the UNION and the employee affected.

ARTICLE 49 **MINIMUM STAFFING**

The staffing of all Fire Department apparatus and operations shall be determined by the Fire Chief.

ARTICLE 50 **LABOR/MANAGEMENT COMMITTEE**

Quarterly meetings shall be held between the UNION and Management to promote a positive relationship between the parties. UNION representation shall include three members from the Executive Board and Management shall be represented by the Fire Chief and the Deputy Fire Chief.

ARTICLE 51 **USE OF TOBACCO**

Employees hired after July 1, 1997, shall as a condition of their employment, abstain from the use of cigarettes, pipes, snuff and chewing tobacco at all times, on and

off duty. Employees hired after July 1, 2002 shall, as a condition of their employment, abstain from all tobacco products at all times, on and off duty.

ARTICLE 52 **PEACE OFFICERS**

Employees in the classification of Fire Inspector I, Fire Inspector II and Senior Fire Inspector are designated peace officers effective July 1, 1997, when acting in their capacity to enforce laws relating to fire prevention under Penal Code Section 830.37(b).

ARTICLE 53 **DEPENDENT CARE ASSISTANCE PROGRAM (DCAP)**

Effective January 1, 1991, the CITY provided a Dependent Care Assistance Program as allowed by California State and Federal law.

ARTICLE 54 **TRAINING CAPTAIN**

54.1 The Fire Captain assigned to the Training and Safety Division shall work a 4/10 work schedule, 40 hours per week.

54.1.1 The Fire Captain assigned to the 40 hour position is an appointed position through competitive examination. Current Fire Captains or candidates from a certified list are eligible.

54.1.2 The appointment to the 40 hour position is for a minimum of two years unless otherwise approved by the Fire Chief.

54.2 The CITY has elected a 7-day work period for the Fire Captain assigned to the 40 hour position in the Training Division to comply with the FLSA. (See Article 22.2).

54.2.1 The Fire Captain assigned to the 40 hour position may work overtime shifts. Non scheduled overtime and emergency call back are subject to availability.

54.2.2 When the Fire Captain assigned to the Training Division works over 40 hours and less than 53 hours in a week performing training duties, pay will be at 1.5 times the base hourly rate. Hours worked over 53 in a week will be paid at the FLSA rate.

54.2.3 When the Fire Captain assigned to the Training Division works over 40 hours and less than 53 hours in a week, hours worked over 40 performing "on-shift" or suppression duties will be paid at straight time. Hours worked over 53 in a week will be paid at the FLSA rate.

54.2.4 The Fire Captain assigned to the 40 hour per week assignment in the Training Division is eligible to earn CTO for hours worked over 40 and less than 53 performing “on shift” suppression duties for assignments of 12 hours or less in duration. A Fire Captain in this assignment is not eligible to earn CTO for hours worked over 53 in a week. The limits on CTO credit which apply to Fire Inspectors shall apply to Fire Captains in this assignment. (See Article 16.2.2).

54.2.5 When the Fire Captain assigned to the Training Division is scheduled to work a relief Fire Captain shift, other overtime during the same work week must be approved by Fire Management.

54.3 The Fire Captain assigned to the 40 hour position in the Training Division shall be treated the same as other employees in the 40 hour classification covered by this Agreement with regards to benefits where there is a difference between 56 hour per week employees and 40 hour per week employees, unless different benefits are specifically spelled out in this Agreement.

ARTICLE 55 **PARAMEDICS**

55.1 Paramedic assignments may be filled by qualified employees holding the rank of Firefighter, Engineer or Captain, in accordance with Fire Department Standard Operating Policies.

55.2 Employees who are licensed by the State of California as an EMT-P (paramedic), accredited by the Local EMS Agency to practice as a paramedic in Sonoma County, and who are filling a regular paramedic assignment shall receive Paramedic Specialty Pay of ten percent (10%) of their base pay.

55.3 Employees who are licensed by the State of California as an EMT-P (paramedic), accredited by the Local EMS Agency to practice as a paramedic in Sonoma County, but who do not currently fill a regular paramedic assignment, will receive Paramedic Premium Pay of ten percent (10%) of their base pay during periods of time that they are assigned to fill a temporary vacancy (due to sick leave, vacation, etc.) in a regular paramedic assignment. This pay rate shall increase by a percentage equal to any percentage increase in the Firefighter classification during the term of this Agreement.

55.4 Prior to January 2007 the CITY and UNION will meet and confer to develop an SOP regarding the qualifications and selection process for Field Training Officer. Effective July 1, 2007, when assigned by the Department as a paramedic Field Training Officer (FTO) employees will receive a special pay of three (3%) percent above their base pay. One Captain per platoon shall be assigned to the FTO position.

55.5 The CITY will pay the biennial state licensure fees for employees who meet all requirements to be licensed as an EMT-P (paramedic) and accredited within Sonoma County.

55.6 It is the responsibility of paramedic personnel to attain sufficient continuing education (CE's) to maintain state licensure and county accreditation while off-duty. The CITY will provide a lump-sum payment equal to twenty-four (24) hours of pay at the employee's overtime rate, to each employee in a regular paramedic assignment and to each employee who is listed as a relief paramedic, on the first payday in April of each year. Payments shall be prorated to employees who have been in either paramedic assignment for less than a full year as of April 1st.

55.7 At the first payday in April each employee who is in a regular paramedic assignment and to each employee who is listed as a relief paramedic, as of April 1st, will receive a \$170 payment to compensate them for registration, tuition, and book expenses required to maintain state and county required continuing education (CE's).

55.8 The City will provide Paramedic Education Assistance to a maximum of two fire suppression personnel per year. This assistance shall include:

55.8.1 Reimbursing the employee for tuition, books and supply costs to attend training at a paramedic training site approved by the Department.

55.8.2 The Fire Department will cover vacancy time caused by paramedic training during any portion of the training program if extra shift personnel will allow such coverage to occur without incurring overtime. Such coverage will not affect the provisions of Section 55.8.3 listed below.

55.8.3 The Department will either pay the employee/paramedic student overtime, or provide shift coverage, up to a total of 360 hours for attending any portion of the training, at the employee's discretion.

55.9 An employee gets a maximum of one opportunity for assistance with paramedic training and the selection of the two employees to receive paramedic assistance will be made by seniority in the Department, according to letters of request on file with the EMS Manager by June 1st of each year. An employee shall have passed all prerequisites for the paramedic program by the June 1st date to be considered.

55.10 No employee shall be selected for paramedic training assistance if they have been on any type of special performance review or who have received formal discipline during the previous twelve months.

55.11 Personnel receiving paramedic training assistance must make a two-year commitment to serve in a paramedic assignment with Santa Rosa Fire Department and this training shall not unreasonably interfere with the employee's primary assignment.

55.12 No later than December 31, 2008, interested Fire Captains and Engineers must submit a letter of intent to enter paramedic training and participate in the paramedic training assistance program. After December 31, 2008 only firefighters can apply. Fire Captains and Engineers must be enrolled in a paramedic program no later than January 1, 2011.

55.13 Procedures to implement the paramedic training assistance program shall be provided in a Fire Department standard operating procedure.

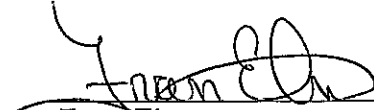
55.14 Platoons will be balanced with regard to paramedics when they are more than one paramedic out of balance.

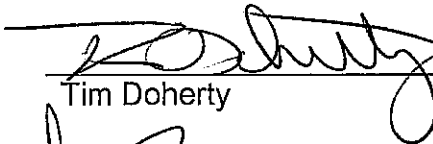
55.15 The provisions of this article are contingent upon continued funding of the Fire Department Paramedic Program.

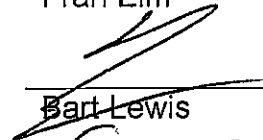
RECOMMENDATION

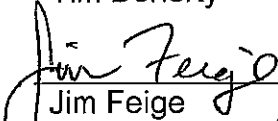
The Union's Meet and Confer Committee shall recommend the ratification of this Agreement to the employees in the City's Unit #2 – Firefighting and upon such notification both Meet and Confer Committees shall recommend approval of this Agreement to the City Council.

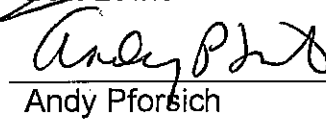

Vance Alkire 8/30/06
Date

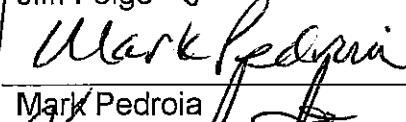

Fran Elm 8/11/06
Date

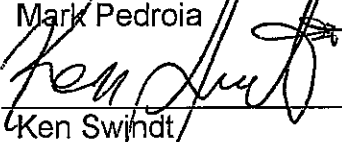

Tim Doherty 8-8-06
Date


Bart Lewis 8-30-06
Date


Jim Feige 8/10/06
Date



Andy Pforsich 8-21-06
Date


Mark Pedroia 8/15/06
Date


Ken Swindt 8/29/06
Date


Jack W. Thomas 8/16/06
Date

RATIFICATION

By:  8-8-06
Tim Doherty, President Date

By:  8/8/06
Jane Bender, Mayor Date

Resolution # 26633