ITEM NO. 18

STAFF REPORT

CITY OF OCEANSIDE

DATE: September 22, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Human Resources Department

SUBJECT: **ADOPTION OF A RESOLUTION IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OCEANSIDE AND THE OCEANSIDE FIREFIGHTERS' ASSOCIATION (OFA) EFFECTIVE SEPTEMBER 22, 2010 THROUGH JUNE 30, 2012 AND APPROVAL OF A BUDGET APPROPRIATION IN THE AMOUNT OF $143,374 TO THE FIRE DEPARTMENT BUDGET**

SYNOPSIS

City management representatives have met and conferred with representatives of the Oceanside Firefighters' Association. A tentative agreement for a memorandum of understanding was reached on August 26, 2010. OFA has ratified the agreement. Based on the Council's prior direction, it is requested that the City Council adopt the resolution to implement the proposed agreement.

BACKGROUND

The previous Memorandum of Understanding between the City and the Oceanside Firefighters' Association expired December 31, 2009. The City's negotiating team and OFA representatives met and conferred; this resulted in OFA presenting a Last, Best and Final offer to the City. This offer was reviewed by the City Council on August 18, 2010. On August 25, 2010, the City Council directed a City Last, Best and Final offer be presented to the OFA and August 26, 2010, tentative agreement was reached. On September 7, 2010, OFA ratified the agreement. The proposed agreement is for a term from September 22, 2010, through June 30, 2012, and includes compensation and contract language clarification as directed by the City Council.

ANALYSIS

The key economic issues in the agreement include changes in compensation, clarification of contract language, and a temporary reduction of holiday hours.

The agreement provides unit employees with a 2.5 percent base salary increase effective the first full pay period in January 2011.

The agreement also provides that unit employees will commence paying 4 percent of the employee portion of their retirement effective the first full pay period after ratification by the City Council.

Other items contained in the agreement include: staffing levels will be established at a minimum of 32 for suppression shifts (this action restores an engine company at fire station 8); sick leave will be included as hours worked for the purposes of calculating overtime and holiday hours will be reduced by two days/shifts effective for the first fiscal year and one day/shift for the second fiscal year, with all hours being fully restored effective July 1, 2012.

Both the staffing levels and sick leave issues were included as part of the Fire Department's budget reductions and approved by the City Council through the budget process. Restoration of these items will result in the need to increase the Fire Department budget.

FISCAL IMPACT

The total projected cost to the City to implement the proposed changes from all funds for FY 2010/2011, is approximately $143,374. A budget appropriation of $143,374 to the Fire Department budget will be needed to pay for the increased costs for the current fiscal year. The budget appropriation will need to come from the City's unallocated General Fund balance as follows:

550552101.5205.0002	Fringe Benefits	($248,100)
550552101.5120	Overtime	$151,224
550552101.5105	Regular Employees	$240,250
Total Budget Increase for FY 10/11		$143,374

The projected additional cost for FY 2011/2012, is approximately $342,312. The projected on-going cost to sustain this agreement is approximately $543,700.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The resolution has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

It is requested that the City Council adopt the resolution to implement the proposed agreement.

PREPARED BY:

Brian J. Kammerer
Human Resources Director

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Teri Ferro, Financial Services Director

Memorandum
HUMAN RESOURCES DEPARTMENT

TO: Honorable Mayor and City Council members

THROUGH: Peter Weiss, City Manager

FROM: Brian J. Kammerer, Human Resources Director

DATE: September 1, 2010

SUBJECT: **OCEANSIDE FIREFIGHTERS' ASSOCIATION**

On Thursday, August 26, 2010, the Oceanside Firefighters' Association accepted the terms of the City's Last, Best and Final Offer. We now have a Tentative Agreement with final council action scheduled for September 22, 2010, City Council meeting.

As a reminder the Tentative Agreement is for the following terms and conditions:

1. Term: Effective upon ratification by City Council through 11:59 p.m. June 30, 2012.

2. Effective the first full pay period, after ratification by the City Council, all bargaining unit members will commence paying 4% of the employee portion to CalPERS

3. Effective the first full pay period in January 2011, all bargaining unit members will receive a 2.5% base salary increase.

4. Effective upon ratification by the City Council, the minimum daily staffing level will be established at 32. This staffing will be 8 fire captains, 8 fire engineers, and 16 firefighter/ paramedics on duty each day on a 56 hour schedule. The total number of budgeted fire captains will remain at 25.

5. Effective upon ratification by the City Council, the City agrees to reinstate the step increases to all those affected by the salary step freeze. All members with an active grievance shall receive their step increase on their original step date and all pay shall be computed from that date.

6. Effective the first full pay period after ratification by the City Council, the City agrees to include sick leave as hours worked for the purposes of computing overtime. The bargaining unit agrees to withdraw all pending grievances related to this matter.

7. Effective upon ratification by the City Council, the City will temporarily decrease the number of holidays by two days/shifts.

    i. Effective July 1, 2011, one day/shift shall be restored
    ii. Effective July 1, 2012, one day/shift shall be restored

It is anticipated this item will be placed on the September 22nd City Council agenda which will include the modifications to the Agreement and a budget appropriation of $143,374 to the Fire Department budget.

The following is a summary of the financial impacts of the contract to the City's budget:

Financial Impact of Contract

• Total 2-Year Contract Savings	$1,183,064
• Total 2-Year Contract Costs	($1,668,750)
• Net 2-Year Contract Impact	($485,686)

Budget Appropriation Required for FY 10/11

• 550552101.5205.0002	Fringe Benefits	($248,100)
• 550552101.5120	Overtime	$151,224
• 550552101.5105	Regular Employees	$240,250
• **Total Budget Increase for FY 10/11***		**$143,374**

- *Funding source needs to be identified – i.e. Unassigned General Fund Balance

The cost impact to the City is $342,000 for FY 11/12, with an ongoing cost of $543,700 annually.

A more detailed costing of each element of the contract is attached. Although there is an employee PERS contribution, the primary cost increases are related to adding additional staff associated with the minimum staffing requirement and the automatic restoration of the holiday hours.

If you have any questions or desire additional information, please let me know.

CITY OF OCEANSIDE - OFA NEGOTIATIONS
COSTING "CITY" PROPOSAL
Based on "Last, Best & Final" Proposal Dated 8/26/2010

	CONTRACT IMPACT				
		YEAR 1 *	YEAR 2	TOTAL	ON-GOING
Formula	*Description*	*October 3, 2010 - June 30, 2011*	*July 1, 2011 - June 30, 2012*	*Two-Year Contract Total*	*July 1, 2012 and on-going annual*
A	PERS 4% contribution	$248,100	$330,800	$578,900	$330,800
B	Holiday Leave (120 hours)	$402,776	$0	$402,776	$0
C	Holiday Leave (144 hours)	$0	$201,388	$201,388	$0
D=SUM(A...C)	**Total Savings**	**$650,876**	**$532,188**	**$1,183,064**	**$330,800**
E	Salary increase 2.5% @ 1/1/2011	($160,250)	($320,500)	($480,750)	($320,500)
F	Minimum daily staffing	($414,000)	($414,000)	($828,000)	($414,000)
G	Step Increases (9 retro)	($80,000)	$0	($80,000)	$0
H	Sick Leave (non-retro)	($140,000)	($140,000)	($280,000)	($140,000)
I	Restoration of Holiday Leave to 168 hours	$0	$0	$0	$0
K=SUM(E...I)	**Total Costs**	**($794,250)**	**($874,500)**	**($1,668,750)**	**($874,500)**
L=D-K	**Net Savings/Cost**	**($143,374)**	**($342,312)**	**($485,686)**	**($543,700)**

*Effective first full pay period, after ratification by the City Council (i.e. October 3, 2010)

Prepared by: Teri Ferro 9/1/20109:51 AM

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OCEANSIDE AND OCEANSIDE FIREFIGHTERS' ASSOCIATION

WHEREAS, representatives of the City Council of the City of Oceanside have met and conferred in good faith pursuant to the Myers-Milias-Brown Act with representatives of the Oceanside Firefighters' Association; and

WHEREAS, as a result of the said meet and confer sessions a Tentative Agreement (Agreement) with said Association was signed by the Human Resources Director and representatives of said Association.

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

SECTION 1. That the Memorandum of Understanding for the period from September 22, 2010 through June 30, 2012 (attached hereto as Attachment I), between the City of Oceanside and the Oceanside Firefighters' Association is hereby approved and adopted. The Memorandum of Understanding hereby approved shall expire at 11:59 p.m., on June 30, 2012, unless extended or modified as set forth in the Memorandum of Understanding.

SECTION 2. That all terms and conditions contained in the Memorandum of Understanding shall prevail over any inconsistent provisions of prior Memoranda of Understanding adopted by the City Council.

SECTION 3. That the City Manager is hereby directed to implement all provisions of said Memorandum of Understanding and to prepare any required amendments to the

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Personnel Rules and Regulations of the City of Oceanside and to submit said amendments to this Council for its approval.

PASSED AND ADOPTED by the City Council of the City of Oceanside, California, this _____day of _____, 2010, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
MAYOR OF THE CITY OF OCEANSIDE

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF OCEANSIDE
and
THE OCEANSIDE FIREFIGHTERS'

ASSOCIATION

Effective September 22, 2010 – June 30, 2012

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SUMMARY OF CHANGES

1. **TERM** – From date of ratification through June 30, 2012.

2. **COMPENSATION** – Provides for a 2.5% base salary increase effective the first full pay period in January 2011.

3. **RETIREMENT** – Employees will commence paying 4% of the employee portion to CalPERS.

4. **STAFFING LEVELS** – Sets staffing level at 32; 8 captains; 8 fire engineers; and 16 firefighter/paramedics.

5. **SICK LEAVE** – Sick leave will be included as hours worked for the purposes of calculating overtime.

6. **HOLIDAYS** - Provides for a temporary reduction in holiday hours.

7. **DELETE EXPIRED LANGUAGE**

8. **MODIFY EXISTING LANGUAGE TO CONFORM TO CURRENT PRACTICES.**

ARTICLE 1

GENERAL

Section 1.01 RECOGNITION

The City recognizes the Oceanside Firefighters' Association (International Association of Fire Fighters Local 3736) as defined in Section 3501 of the Government Code of the State of California and that said association has, as one of its primary purposes, representing the uniformed employees of the rank of Fire Safety Specialist, Firefighter/Paramedic, Fire Engineer and Fire Captain in the Oceanside Fire Department in their employee relations with the City.

Section 1.02 SCOPE OF AGREEMENT

It is acknowledged and understood that the representatives of the City of Oceanside and representatives of the OCEANSIDE FIREFIGHTERS' ASSOCIATION have met and conferred in good faith pursuant to the provisions of Government Code 3505, et seq.

Section 1.03 CONFLICT OF PROVISIONS

In the event of a conflict between a specific provision of this Agreement and a written rule, regulation or ordinance of the City or any of its divisions, the terms of this Agreement shall prevail.

Section 1.04 SAVINGS PROVISION

If any provision(s) of this Memorandum are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect. If any element of compensation or other benefit enjoyed by the affected employees is invalidated, the parties shall meet and confer, in good faith, for the purpose of attempting to replace that item with one of comparable value.

Section 1.05 NO STRIKE, NO LOCKOUT

During the life of the Memorandum of Understanding it is agreed the City will not lockout any employee. There will be no concerted strike, sympathy strike, work stoppage, slow down, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.

There shall be no refusal to work on, handle or produce any materials or equipment because of a labor dispute.

Any employee engaging in any action prohibited by this Article shall be subject to immediate discharge or such other discipline as the City may assess. Such discharge or discipline shall not be reviewable through the grievance procedure.

Section 1.06 BINDING ON SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto.

Section 1.07 CONCLUSION OF AGREEMENT

This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties. This Agreement is intended to supersede all prior Agreements, Memoranda of Understanding, contrary provisions of salary ordinances, City Code sections, or Personnel Rules and Regulations whether expressed or implied, written or oral. Therefore, for the term of this Agreement, neither party shall be compelled to negotiate or bargain with the other concerning any mandatory bargaining issues, whether or not such issues were specifically discussed prior to the execution of this Agreement, or whether or not such issues were omitted from any discussion. The parties may, however, mutually agree to discuss or meet and confer regarding any issue arising during the term of this Agreement.

Section 1.08 NON-DISCRIMINATION

The City agrees not to discriminate against any employee for his or her activity in behalf of, or membership in, the Association. The employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, sex, age, national origin or alienage, religious or political affiliations, marital status or physical disabilities.

Section 1.09 TERM OF AGREEMENT

This Memorandum of Understanding shall be effective upon ratification by the City Council, through **June 30, 2012,** for all personnel represented by the Association.

ARTICLE 2

ASSOCIATION RIGHTS

Section 2.01 CONTINUING EXISTING RIGHTS AND BENEFITS

It is recommended that all presently existing rights and benefits enjoyed by the employees and the City of Oceanside, which are not in conflict with or contradictory to any of the provisions set forth in this Memorandum of Understanding, shall continue to be in full force and effect.

Section 2.02 DUES DEDUCTIONS

The City shall deduct Association dues payments from the paychecks of those employees who authorize such deductions for the term of this Agreement.

The language on any form by which employees authorize such deductions shall be mutually agreed upon by the City and the Association. Such form shall provide for a rescission, at the employee's option. Such deductions shall be on a payperiod basis.

In accordance with City Charter section 305, political contributions may not be deducted from the wages, earnings or compensation of any employee unless the employee provides a signed written authorization. Such authorization shall be renewed annually.

Section 2.03 TIME-OFF FOR MEETING AND CONFERRING

The City shall provide reasonable time off without loss of pay or other fringe benefits for duly authorized Association representatives for the purpose of meeting and conferring with City representatives during the term of this Agreement. Any release from duty for such purposes shall have prior approval of the City. No Association representative shall be compensated in any manner for participation in any meet and confer session conducted during such representative's scheduled time off duty. Except as outlined in the Association Leave Bank.

Section 2.04 ASSOCIATION LEAVE BANK

The City will continue to maintain an Association Leave Bank. The purpose of this leave bank is to allow Association board and committee members to attend official scheduled OFA functions, board meetings and to meet their obligations as officers of the Association without having to utilize their accrued leave time. OFA members utilizing this leave bank are required to obtain the authorization for time off as established by departmental policy. It is the responsibility of the employee utilizing the leave bank to obtain a qualified replacement to work his/her schedule work period. The stand by personnel (i.e. the person substituting for the OFA officer or board member utilizing the leave

bank) must have the necessary commensurate skills and training, and must be approved by the appropriate department supervisor. Employees working for Association board and committee members must record their time on the time sheet using the pay code provided established by the Finance Department. This leave bank may be utilized by Association board and committee members and must be approved by either the president or designated OFA board member. If an officer or board member other than the president is authorized to approve leave bank usage, such designation must be provided to the **Human Resources** Director in writing.

Association members may voluntarily relinquish their vacation or holiday time to be used for this leave bank. It is understood that the hours will only be transferred on an "as needed" basis and that no additional notification, to the employee, regarding the actual transfer of hours will occur. The **Human Resources** Department will maintain and administer this leave bank.

Effective the first full pay period in January 2007 and annually thereafter, the City agrees to transfer six holiday hours from each bargaining unit employee to this leave bank.

Section 2.05 USE OF CITY FACILITIES

The City shall provide the Association with reasonable use of City facilities for membership meetings during the term of this Agreement so long as such meetings do not interfere with City services.

Section 2.06 USE OF CITY BULLETIN BOARDS

The Association may use City bulletin boards for matters within the scope of representation of its members as long as such does not interfere with City use of such bulletin boards or cause any disruption within the City service. The city's Electronic Mail (E-Mail) policy shall provide the guidelines for using the City's e-mail system.

Section 2.07 ACCESS TO WORK LOCATIONS

Association officers and officially designated Association representatives shall have reasonable access for legitimate Association business. Association officers or designated Association representatives should first give notice to the Director of **Human Resources** and the Fire Chief or his/her designated representative. If the Fire Chief or his/her representative indicates to the officer or Association representative that they will be interfering with the normal conduct of City services or safety or security standards, the Fire Chief or his/her representative shall arrange another time for the officer or Association representative to return to speak with the employee. The Association shall inform the City of its officers and designated representatives immediately after the changes are made.

Section 2.08 REPLACEMENT OF PERSONAL PROPERTY

Any officer or employee of the City of Oceanside who, in the normal course of his/her employment, suffers damage or destruction as a result thereof to his uniforms or other items of personal property which are required by the City or the employee to fulfill the requirements of his/her position, shall be entitled to replacement or repair thereof upon investigation and recommendation by such employee's department head, and approval by the Risk Manager, provided such damage or destruction did not occur as a result of such employee's negligence. Said reimbursement shall not exceed $500.00 or the reasonable value of functional replacement or repair, which ever is less. . Specific limitations on amounts allowable for replacement or repair of specific items shall be established by the City.

Section 2.09 ADVANCEMENT/HIRING

Probationary period: All employees hired as Firefighter/Paramedics 5th Class to 2nd Class, shall serve a single, one year probationary period as a Firefighter/Paramedic. The probationary period will be applicable even if advancement takes place from one Firefighter/Paramedic class to another.

Advancement shall be as follows:

RANK	REQUIREMENTS
Firefighter/Paramedic Recruit	1. Must meet pre-employment requirements as described in job recruitment announcement. 2. Hired from eligible list.
Firefighter/Paramedic (Step A) 5th Class	1. Must be eligible to be Firefighter I certified. 2. Maintain a valid California Driver's License. 3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card. 4. Maintain current State of California EMT-P license. 5. Maintain San Diego County EMT-P accreditation.
Firefighter/Paramedic (Step B) 4th Class	1. Successful completion of at least six months as a Firefighter/Paramedic 5th Class on the Oceanside Fire Department or one year experience as a paid, full-time, career Firefighter/Paramedic with another department. 2. Pass required examinations, if applicable. 3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card. 4. Maintain current State of California EMT-P license. 5. Maintain San Diego County EMT-P accreditation. 6. Maintain a valid California Driver's License. 7. Be recommended by supervisors, if applicable. 8. Be approved by the Fire Chief.

Firefighter/Paramedic (Step C)

3rd Class

1. Successful completion of at least six months as a Firefighter/Paramedic 4th Class on the Oceanside Fire Department or two years experience as a paid, full-time, career Firefighter/Paramedic with another department.
2. Pass required examinations, if applicable.
3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
4. Maintain current State of California EMT-P license.
5. Maintain San Diego County EMT-P accreditation.
6. Maintain a valid California Driver's License.
7. Possess three (3) units of Fire Science with a grade of "C" or better.
8. Be recommended by supervisors, if applicable.
9. Be approved by the Fire Chief.

Firefighter/Paramedic (Step D)

2nd Class

1. Successful completion of at least six months as a Firefighter/Paramedic 3rd Class on the Oceanside Fire Department or at least three years experience as a paid, full-time, career Firefighter/Paramedic with another department.
2. Pass required examinations, if applicable.
3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
4. Maintain current State of California EMT-P license.
5. Maintain San Diego County EMT-P accreditation.
6. Maintain a valid California Driver's License.
7. Possess six (6) units of Fire Science with a grade of "C" or better.
8. Be recommended by supervisors, if applicable.
9. Be approved by the Fire Chief.

Firefighter/Paramedic (Step E)

1st Class

1. Successful completion of at least six months as a Firefighter/Paramedic 2nd Class on the Oceanside Fire Department.
2. Pass required examinations.
3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
4. Maintain current State of California EMT-P license.
5. Maintain a San Diego County EMT-P accreditation.
6. Maintain a valid Class A or B California Driver's License or Class B restricted to operating fire fighting equipment only endorsement .
7. Must be Oceanside Fire Department certified apparatus operator.
8. Possess nine (9) units of Fire Science with a grade of "C" or better.
9. Be recommended by supervisors.
10. Be approved by the Fire Chief.

Fire Engineer

1. Must be a 1st Class Firefighter/Paramedic with the City of Oceanside Fire Department at the time of application and have successfully completed original probationary period.
2. Pass required examinations.

3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
4. Maintain current State of California EMT license.
5. Maintain a valid Class A or B California Driver's License, or Class B restricted to operating fire fighting equipment only endorsement.
6. Must possess Driver Operator 1A and Driver Operator 1B.
7. Must have passed Fire Command 1A with a grade "C" or better.
8. Must be Oceanside Fire Department certified apparatus operator.
9. Be recommended by supervisors.
10. Be approved by the Fire Chief.
11. Successfully complete probation period of six months.

RANK	REQUIREMENTS
Fire Captain	1. At time of application, successfully complete: a. Two (2) years on the Oceanside Fire Department in the position of Fire Engineer; or b. Two (2) years on the Oceanside Fire Department as a 1st Class Firefighter/Paramedic; or c. Any combination of two (2) years on the Oceanside Fire Department as a 1st Class Firefighter/Paramedic and/or Fire Engineer. 2. Education: a. Possess an Associate of Arts (AA) or Associate of Science (AS) Degree in Fire Science; or b. Possess a Bachelor's Degree; or c. Possess a California State Board of Fire Services "Fire Officer" Certificate and thirty (30) additional accredited college units, with a "C" grade or better; or d. **Possess 80 transferable creditable units (as defined in this MOU) with a minimum of 30 units in Fire Science or Fire Technology. Employees selected for the position of Fire Captain who do not possess a degree must obtain their Bachelor's Degree within 18 months of selection. Employees failing to obtain their Bachelor's Degree within this 18 month period will be demoted to the classification they held prior to selection as Fire Captain. This demotion is not subject to appeal nor subject to the grievance process.** 3. License/Cards a. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.

a. Possess current State of California EMT license.
b. Maintain a valid Class A or B California Driver's License, or Class B restricted to operating fire fighting equipment only endorsement.

4. Probation period of six months.

In reference to all degree or college unit class requirements referenced in Section 2.09 above, all classes must be taken at universities or colleges that are accredited with the Western Association of Schools & Colleges or one of the other five regional associations that accredit public and private schools, colleges and universities in the United States.

2.09.1 In case of promotional appointments to a position allocated to a higher range, the beginning rate of compensation shall be fixed by the City Manager at a step within such higher range, which step shall constitute an increase in compensation for the employee so appointed. The effective date of the promotion shall become the new salary anniversary date.

Section 2.10 <u>VOLUNTARY PHYSICAL FITNESS PROGRAM</u>

It shall be the policy of the parties to this Agreement that physical fitness is a Department priority. Fifty-six hour personnel will be given 1 1/2 hours per shift to participate in a voluntary physical fitness program.

Said program will be scheduled in the morning between 0730 and 1030 hours. Should emergency responses or operational needs as determined by the Fire Chief make either initiation and/or completion with the allocated time frame impossible, the program will be rescheduled after the lunch break and before 1700.

Section 2.11 <u>LUNCH BREAK</u>

a. Personnel assigned to the Operations Division will receive a one and one-half (1 ½) hour lunch break between the hours of 11:30 and 17:00. This time will be cumulative and may be interrupted.
b. Personnel assigned to full time Staff positions shall be entitled to an uncompensated, duty free meal period.

Section 2.12 <u>RETIREMENT</u>

The City shall continue to provide retirement benefits in accordance with the existing contract with the Public Employees' Retirement System (PERS) for all represented employees utilizing the 3%

@ 50 retirement benefit as set forth in Section 21362.2 of the California government Code effective June 24, 2001. Such contract is on file in the office of the City Clerk. The City shall pay the employee's normal required contribution of 9% pursuant to California Government Code Section 20691.

Effective January 9, 2000, the City agrees to include the Employer Paid Member Contribution (EPMC) as additional compensation for employees in the bargaining unit pursuant to Section 20691 and Section 20636 (c) (4) of the California Government Code and Section 571(a) (I) of the California Code of Regulations and shall report the full value of the EPMC as Special Compensation.

The City shall continue to provide the same optional retirement benefits provided in the past which shall include, but not be limited to, the following:

- Increased 1959 Survivors Benefit (Section 21382.2)
- One year highest compensation (Section 20024.2)
- Military service credited as public service (Section 21298)
- Post Retirement Survivor Allowance (Sections 21263, 21263.1 and 21263.3)
- Increased Non-Industrial Disability Allowance (Section 21298)
- Service Credit for unused sick leave (Section 20862.8)
- Effective 7/1/90 Third Level 1959 Survivor Benefit (Section 21382.4)

Effective the first full pay period after ratification by the City Council, all bargaining unit members will commence paying 4% of the employee portion to CalPERS.

The City shall contract with CalPERS for employee cost sharing under Government Code Section 20516. The increased member's contribution shall not exceed 4% and shall be credited to each member's account as normal contributions. In addition, the 4% contribution shall be in accordance with Section 415(h) (2) of the Internal Revenue Code whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt). This member contribution shall be normal contributions over and above normal contributions made by the employer on behalf of the employee under Government Code Section 20636 (c) (4) referred to as EPMC.

ARTICLE 3

MANAGEMENT RIGHTS

It is understood that nothing in this Memorandum of Understanding shall be construed as a limitation of the rights of the City to manage and administer the affairs of the City.

ARTICLE 4

HOURS OF WORK AND OVERTIME

Section 4.01 WORK PERIOD

For purposes of compliance with the Fair Labor Standards Act (FLSA), the City declares that Fire Suppression personnel will be compensated pursuant to a 7(K) exemption and that the work period is twenty-four (24) days.

Section 4.02 WORK WEEK

The work week for full-time employees assigned to the suppression shifts shall be fifty-six (56) average hours per week, based on a three (3) platoon schedule, and scheduled as in the past. The work week for full-time employees assigned to activities other than suppression shifts shall be forty (40) hours.

Section 4.03 HOURS OF WORK

4.03.1 Hours of work for personnel working 24-hour shifts will be between the hours of 7:00 a.m. and 6:59 a.m., inclusive.

4.03.2 For sworn personnel working 24-hour shifts, "core-time" shall be defined as on-duty time between the hours of 7:00 a.m. and 5:00 p.m. "Non-core" time shall be defined as on-duty time between the hours of 5:00 p.m. and 7:00 a.m. During "core time" an employee is expected to devote his/her full time to the performance of his/her assigned duties as a City employee. An employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as a City employee.

During "non-core" time, sworn personnel may perform personal tasks so long as those activities are not inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as a City employee. Such activities are subject to prior approval by the Fire Chief.

4.03.3 The work week for non-suppression personnel will be 40 hours. Employees may request an alternate work week schedule or a modified work week schedule consistent with City policy.

Section 4.04 <u>OVERTIME</u>

4.04.1 Overtime payment for shift suppression personnel is made for all hours worked over 182 hours in a 24-day work period. Holidays and scheduled vacation shifts shall be counted as hours worked. **Effective the first full pay period after ratification by the City Council, the City agrees to include sick leave as hours worked for the purposes of computing overtime.**

4.04.2 Overtime payment is made when the employee is on duty at anytime other than his/her normal work schedule as established by the City.

4.04.3 The overtime rate of payment is one and one-half times the employee's current regular rate of pay.

4.04.4 Non-emergency overtime call back record book procedures will be as outlined in "Operations Division Scheduling of Staffing" policy.

All employees who, on scheduled time off, vacation and/or holiday time, are required to be present in court in connection with the performance of their duties, shall receive a minimum of three (3) hours at time and one-half.

Section 4.05 <u>EMERGENCY RECALL</u>

Employees subject to emergency recall must live within a reasonable distance of their place of employment so as to be able to respond to emergency recalls within a reasonable length of time.

Any employee recalled to perform job duties after the close of the regularly assigned shift and after departure from City facilities shall receive a minimum of two (2) hours overtime pay as provided in this Agreement.

4.05.1 Any employee who has the off-duty fire investigation recall responsibility and is recalled to perform job duties after the close of the regularly assigned shift and after departure from City facilities shall receive a minimum of three (3) hours overtime pay as provided in this agreement. The employee receiving the minimum overtime is expected to start and if possible complete the fire investigation report in those instances that the actual investigation time is less than three hours. Employees will not be compensated overtime for work done on their investigation report except for the work done during the three hour minimum. Overtime will be calculated from "portal to portal".

-Section 4.06 STANDBY TIME

The City and the Association agree that the scheduling of standby time is to be handled administratively by the Chief. Standby time, for divisions other than Operations is to be paid at a flat rate of $20.00 per day. Assignments may be made on a daily or weekly basis. Employees so assigned may trade the daily or weekly assignment with other eligible employees.

Section 4.07 SHIFT TRANSFERS

Application for suppression shift transfer shall be made in writing to the Division Chief of Operations through the chain of command. The application shall state fully the reasons for the request and the recommendations for approval or disapproval shall be entered by the intermediate officers with their reasons attached. The responses by the intermediate officers shall be forwarded within five (5) shifts of receipt. The Assistant Chief shall provide written notice of his/her decision and the reasons therefore within thirty (30) calendar days of receiving the request.

Section 4.08 STATION BID

Station Bid shall be as outlined in OFD "Station Bid Policy."

Section 4.09 STAFFING LEVELS

Effective upon ratification by the City Council, the minimum daily staffing level shall be established at 32. This staffing shall be 8 fire captains; 8 fire engineers; and 16 firefighter/paramedics on duty each day on a 56 hour schedule. The total number of budgeted fire captains will remain at 25.

The Fire Department will maintain a constant staffing model.

Constant staffing, in the City of Oceanside, is defined as a method of staffing the Fire Operations Division by reducing the number of permanent, budgeted positions and increasing the use of overtime on a rank for rank basis.

Section 4.10 FEE REIMBURSEMENT PROGRAM

Certification, recertification, accreditation and continuing education fee reimbursement shall be as outlined in OFD "Fee Reimbursement Policy."

ARTICLE 5

ATTENDANCE AND LEAVES

Section 5.01 ATTENDANCE

Employees shall work the schedule assigned unless granted official leave by the City. An employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as a City employee.

Section 5.02 SICK LEAVE

5.02.1 Defined: Sick leave is leave from duty which may be granted by the City to an employee because of mental or physical illness or injury, exposure to contagious disease, necessary consultation with or treatment by a doctor or dentist, necessary attendance to illness or injury of a member of the employee's immediate family, or death within the employee's immediate family.

5.02.1.1 For purposes of this Section, an employee's immediate family shall consist of the employee's spouse; children; the employee's or spouse's grandparents, mother, father, brother, or sister; other members of the employee's family entirely dependent upon the employee; or any member of the household who is identified by the employee in a written declaration.

5.02.2 Sick Leave Use

5.02.2.1 An employee may be granted sick leave only in the case of actual sickness as defined in Subsection 5.02.1 above. In the event that an employee recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

5.02.2.2 In order to apply for sick leave use an employee shall notify the appropriate immediate supervisor within 15 minutes after the time established as the beginning of the employee's work day.

5.02.2.3 Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury, or disability purposely self-inflicted or caused by willful misconduct.

5.02.2.4 Sick leave shall only be granted in even one-half hour increments.

5.02.2.5 Sick leave shall not be granted to any employee absent from duty after separation from City service, or during a City-authorized leave of absence without pay, or any other absence from duty not authorized by the City. Employees may not utilize accrued sick leave for the sole purpose of extending employment with the City.

5.02.2.6 Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

5.02.2.7 Sick leave may be granted to any employee during the first twelve (12) full calendar months of the employee's original probationary period.

5.02.2.8 In the event that an employee has applied for sick leave use for two (2) or more consecutive scheduled work days/shifts, the City may require that the employee provide a physician's certification as to the diagnosis of the illness or injury, the treatment recommended for it, and an approval of the employee's intended return to work. The City may, however, require such certification regarding sick leave use at any time by means of written notice to the employee from the supervisor upon the employee's return to work. Such notice will state reason for request.

5.02.2.9 Sick leave granted to any employee for necessary attendance to the illness or injury of a member of the employee's immediate family, or death within the employee's immediate family, shall not exceed forty (40) (96 hours for suppression) hours in any twelve (12) month period.

5.02.2.10 Once an application for disability retirement has been filed and the City has made a final determination of the employee's eligibility for disability retirement prior to the expiration of the employee's Labor Code 4850 time, such employee shall not be authorized to utilize sick leave after termination of such 4850 time for absences caused by the disability for which the retirement application was filed.

5.02.3 Sick Leave Accrual

5.02.3.1 Employees assigned to suppression shifts shall accrue one (1) hour of sick leave for each 20.30 hours spent in a pay status beginning on the first day of service as a City employee. Non-Suppression employees shall accrue one (1) hour of sick leave for each 21.66 hours spent in pay status beginning on the first day of service as a City employee. This accrual amounts to 144 hours per year for suppression shift personnel and 96 hours per year for non-suppression shift personnel. Such accrual shall take place on a payperiod basis. Hours spent in a pay status shall include all regular hours worked in the City service and all hours spent in a paid leave status from regular duties, and shall exclude any hours worked as overtime or special time.

5.02.3.2 Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

5.02.3.3 Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by this Memorandum of Understanding.

5.02.3.4 Sick leave shall not be accrued by an employee absent from duty after separation from City service, or during a City-authorized leave of absence without pay, or any other absence from duty not authorized by the City.

5.02.3.5 All employees may accrue sick leave without limitation.

5.02.4 Reimbursement for Accrued Sick Leave

5.02.4.1 Upon separation by retirement following five (5) continuous years of City service:

5.02.4.1.1 Fire Suppression employees may elect to be paid 50% of the employee's accrued sick leave up to a maximum payoff level of 1120 hours at the employee's regular rate of pay at the time of separation, or may apply a portion of or the entire accumulated sick leave balance to PERS service credit at the employee's option. Such reimbursement of accrued sick leave shall reduce the employee's total amount of sick leave to zero. Fire Captains appointed prior to July 1, 1999 shall be

allowed to cash out sick leave up to a maximum of 1400 hours at the employee's current regular rate of pay at the time of separation, or may elect to apply the entire accrual to PERS service credit. Such reimbursement shall reduce the employee's total amount of sick leave to zero. Employees appointed to the position of Fire Captain on or after July 1, 1999 shall be allowed to cash out sick leave up to a maximum equal to other fire suppression employees.

5.02.4.1.2 Fire Safety Specialists may elect to be paid 50% of the employee's accrued sick leave, up to a maximum payoff level of 800 hours at the employee's regular rate of pay at the time of separation, or may apply a portion of or the entire accumulated sick leave accrual balance to PERS service credit at the employee's option. Such reimbursement shall reduce the employee's total amount of sick leave to zero.

5.02.4.2 Upon separation of any type, other than by disciplinary discharge and following ten (10) continuous years of City Service:

5.02.4.2.1 Fire Suppression employees shall be paid 50% of the employee's accrued sick leave up to a maximum payoff level of 1120 hours at the employee's regular rate of pay at the time of separation, and shall reduce the employee's total amount of sick leave to zero. Fire Captains appointed prior to July 1, 1999 shall be allowed to cash out sick leave up to a maximum of 1400 hours at the employee's current regular rate of pay at the time of separation, and shall reduce the employee's total amount of sick leave to zero. Employees appointed to the position of Fire Captain on or after July 1, 1999 shall be allowed to cash out sick leave up to a maximum equal to other fire suppression employees.

5.02.4.2.2 Fire Safety Specialists shall be paid 50% of the employee's accrued sick leave, up to a maximum payoff level of 800 hours at the employee's regular rate of pay at the time of separation, and shall reduce the employee's total amount of sick leave to zero.

5.02.4.3 Each calendar year employees may elect to receive payment in lieu of accrued sick leave provided such employee has used 32 hours or less (48 hours or less for suppression employees) during the period. An eligible employee shall notify the City of the desire to receive such payment prior to December 1 of each calendar year. An employee receiving such pay shall receive, at the regular rate of pay, pay for 25% of the number of hours of sick leave accrued less those hours used for the calendar period. The employee's accrued sick leave shall be reduced by the number of sick leave hours for which pay is provided.

Section 5.03 <u>BEREAVEMENT LEAVE</u>

5.03.1 A permanent employee shall be eligible to take three (3) days or 2 shifts of paid leave of absence on account of the death of a member of the employee's immediate family.

5.03.2 Members of the immediate family shall be limited to spouse; children; the employee's or spouse's grandparents, mother, father, brothers or sisters; and other members of the employee's family residing in the employee's home; or any member of the household who is identified by the employee in a declaration.

5.03.3 Upon approval of the Fire Chief, an additional three (3) days or two (2) shifts of bereavement leave may be granted. These three (3) days or two (2) shifts, if granted, shall be chargeable to sick leave.

Section 5.04 HOLIDAYS

Forty-hour employees shall receive the following paid holidays or equivalent on a straight-time basis:

a. January 1st, "New Year's Day";
b. The third Monday in January, "Martin Luther King Jr. Day";
c. The last Monday in May, "Memorial Day";
d. July 4th, "Independence Day";
e. The first Monday in September, "Labor Day";
f. November 11th, "Veterans' Day";
g. The Thursday in November "Thanksgiving Day";
h. The Friday following "Thanksgiving Day" and
i. December 25th, "Christmas Day".

Floating Holidays. In addition to the above holidays, each employee (except those assigned to 56 hour shifts) shall be credited with 48 hours of floating holiday. Floating holiday hours are to commemorate other holidays including President's Day, Admission's Day, Columbus Day, State wide election day and other holidays that may be celebrated by employees. All employees will be credited with 48 floating holiday hours on July 1 of each year. The hours shall not exceed 48 and unused hours from the prior year shall have no cash value.

Effective January 1, 2009, forty hour employees in the classification eligible for fifty six hour suppression shifts, shall be credited with 48 hours of floating holidays and 72 hours of holidays (holidays are designated in section 5.04 above). Employees on a forty hour shift must utilize their holiday hours on designated holidays, if taken. If a holiday occurs, and the employee has exhausted their holidays (Section 5.04.1.4), the employee must utilize other accrued leave hours (excluding sick leave) or take leave without pay at the employee's option.

When an employee transfers from a fifty six hour shift to a forty hour shift, employees shall receive holiday hours for all remaining City holidays for the calendar year and the remainder of the employees holiday balance will be credited as floating holidays utilizing the conversion factor contained in this agreement.

When an employee transfers from a forty hour shift to a fifty six hour shift, all holiday hours and floating holiday hours will be credited as holiday hours in accordance with the conversion factor contained with this agreement.

For forty hour employees: For employees separating from City service, holiday hours shall only be redeemed for holidays that have previously occurred in the current calendar year.

5.04.1.1 In the event that one of the above holidays falls on a Sunday, the Monday following will be observed as the holiday. In the event that any of the above holidays fall on a Saturday, the Friday preceding will be observed as the holiday.

5.04.1.2 (For 40 hours employees only) In the event that a holiday falls on an employee's regularly scheduled work day, and the employee is required to work, then the employee shall be entitled to receive another day off in lieu thereof, in addition to straight-time pay for each hour worked, or overtime, as otherwise appropriate.

5.04.1.3 Floating holiday leave shall be scheduled at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City. Such leave may be scheduled and taken prior to the date of the holiday it replaces, provided that any leave pay so advanced shall be deducted from the final paycheck of any employee separating from the City service prior to the date of the holiday. Such leave shall only be taken in even whole hour increments. All such floating holiday leave not taken prior to the end of the work day on June 30 of each year shall be lost without any compensation provided in lieu thereof, except as provided below. In the event that the City has not granted and scheduled floating holiday leave after receiving at least two (2) written requests to do so from the employee, then the employee shall be compensated for all unused floating holiday leave on a straight-time, hour-for-hour basis.

5.04.1.4 Fire suppression employees assigned to a fifty-six hour work week shall earn seven twenty-four (24) hour shifts of holiday leave.

5.04.1.6 Fifty-six hour shift safety employee may elect to cash in one or more of these holidays leave shifts at straight time. The cash pay off will occur on the **second scheduled** pay day of January of the following year.

5.04.1.7 Effective upon ratification by the City Council, the City will temporarily decrease the number of holidays by two days/shifts.
Effective July 1, 2011, one day/shift shall be restored.
Effective July 1, 2012, one day/shift shall be restored.

Section 5.05 <u>VACATIONS</u>

5.05.1 Vacation Use

5.05.1.1 All employees shall be entitled to annual vacation leave with pay as provided in this Agreement.

5.05.1.2 Scheduling of employee vacation leave shall be at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City.

5.05.1.2.1 Oceanside Fire Department Policy and Procedure "Operations Division Scheduling of Staffing" Section will be used to establish vacation and holiday time off.

5.05.1.2.2 Fire Suppression personnel are prohibited from volunteering to work overtime on scheduled vacation shifts.

5.05.1.3 Vacation leave shall only be granted in even whole hour increments.

5.05.1.4 Vacation leave shall not be granted to any employee after separation from City service or during a City-authorized leave of absence without pay or any other absence from duty not authorized by the City.

5.05.1.5 All employees shall be granted an annual vacation that is not subject to cancellation except to provide for emergency staffing due to a major disaster or incident. Employees shall be eligible to take at least 15 consecutive days off each year provided that adequate vacation hours exist in employees' vacation leave balance. Those vacations which are canceled will be rescheduled within the calendar year.

5.05.2 Vacation Accrual

5.05.2.1 Vacation Accrual Rates: All employees shall accrue vacation leave on the basis of the number of regular hours worked in the City service and all hours spent in a paid leave status from regular duties, excluding any time worked as overtime or special time as provided below. Such accrual shall take place on a payperiod basis.

a. During an employee's first five (5) full consecutive years of employment, the employee shall accrue one (1) hour of vacation leave for each 26 hours spent in a

pay status.

b. During an employee's sixth (6th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 23.63 hours spent in a pay status.

c. During an employee's seventh (7th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 21.66 hours spent in a pay status.

d. During an employee's eighth (8th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 20.00 hours spent in a pay status.

e. During an employee's ninth (9th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 18.57 hours spent in a pay status.

f. Beginning with an employee's tenth (10th) consecutive year of employment, and extending through the fifteenth (15th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 17.33 hours spent in a pay status.

g. Beginning with an employee's sixteenth (16th) consecutive year of employment, and extending through the nineteenth (19th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 13.00 hours spent in a pay status.

h. Beginning with an employee's twentieth (20th) consecutive year of employment, and extending through the remaining years of employment, the employee shall accrue one (1) hour of vacation leave for each 10.40 hours spent in a pay status.

5.05.2.2 All employees are encouraged to take annual vacation leave away from their job duties. All eligible employees may accumulate vacation leave up to a maximum of 504 hours (360 hours for forty-hour employees). Once that maximum

is reached, the employee shall stop accruing vacation credits until the maximum accumulated vacation leave balance is less than 504/360 hours. Exception: Employees assigned to suppression duties may accrue vacation in excess of 504 hours during the calendar year. Hours accrued in excess of 504 during the calendar year have no cash value and must be utilized prior to the first payday of January each year. Employees separating will be paid accrued vacation up to a maximum of 504 hours. Employees assigned to short term assignments (not to exceed six months) or modified duty may accrue vacation in excess of their cap during the calendar year. However hours accrued in excess of their vacation cap during the calendar year have no cash value and must be utilized prior to the first payday in January each year. Employees separating will be paid accrued vacation up to their maximum vacation cap.

5.05.2.3 Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.

5.05.2.4 Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave as otherwise regularly provided by this Agreement.

5.05.2.5 Vacation leave shall not be accrued by any employee absent from duty after separation from City service, or during a City-authorized leave of absence without pay or any other absence from duty not authorized by the City. Employees may not utilize accrued vacation leave for the sole purpose of extending employment with the City.

5.05.3 Compensation for Accrued Vacation Leave

5.05.3.1 Upon separation, an employee shall receive compensation for accrued vacation leave. Such compensation at the time of separation shall be paid at the employee's regular rate of pay.

5.05.3.2 In the event of termination of employment, the employee shall receive, in lieu of vacation, a sum of money equal to the number of hours of accrued and unused vacation time officially recorded by the City, times the employee's regular rate of pay.

5.05.4 In the event that a holiday recognized in this Agreement occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave used

by the employee.

Section 5.06 MILITARY LEAVE

The State Military and Veteran's Code shall govern the City's granting and an employee's use of military leave.

Section 5.07 LEAVE OF ABSENCE WITHOUT PAY

5.07.1 Any employee who has successfully completed the original probationary period may submit to the appropriate immediate supervisor a written request for leave of absence without pay for a period not exceeding one (1) year for the specific purpose of obtaining improved job training, or recuperating from an extended illness for which sick leave is not available, including maternity leave, or for attending to urgent personal affairs. Use of a leave of absence without pay for a purpose other than that requested shall be considered as an employee's automatic resignation from the City service. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-City employment. The City shall have sole discretion to approve or disapprove any such request.

5.07.2 Any employee having been granted a leave of absence without pay and not reporting for work promptly upon its expiration shall be considered to have automatically resigned from the City service.

Section 5.08 LEAVE FOR JURY DUTY

Any employee called to serve as a juror shall receive compensation from the City for the difference between the pay received as a juror, except payment for mileage, and the employee's regular salary that would have been received but for jury duty.

Section 5.09 FAMILY MEDICAL LEAVE

Employees on a City approved Family Medical Leave may select which of their personal accrued leave banks are to be utilized first. All accrued personal leave banks must be depleted prior to an employee being placed on unpaid FMLA leave.

Section 5.10 MODIFIED DUTY

Employees on modified duty will not be required to work outside of the Fire Department, unless a mutually agreeable assignment is available.

ARTICLE 6

SALARIES AND COMPENSATION

Section 6.01 SALARY

All employees shall receive a 2.5% base salary increase effective the first full pay period in January 2011.

All employees actively employed on August 18, 2002, in the classification of Firefighter/Paramedic 2nd Class through Firefighter/Paramedic 5th Class shall receive a one-time lump sum payment equal to $2500.00 (pre-tax) payment on their one-year anniversary date from being promoted to Firefighter/Paramedic 1st Class.

Section 6.02 HEALTH BENEFITS

6.02.1 The City shall continue to contract with the Public Employees' Retirement System (PERS) for employee medical care benefits under the provisions of Public Employees' Medical and Hospital Care Act (PEMHCA) and will comply with applicable PEMHCA law requirements.

6.02.2 The City shall provide every eligible employee with the option of selecting medical and/or dental and/or vision insurance for the employee only or for the employee and all eligible family members. If eligible family members are enrolled, they must be enrolled in the same coverages as elected by the employee.

6.02.3 The City agrees to contribute a sum not to exceed $545 (including the basic contribution) per month towards City group insurance benefits for the employee and eligible family members. Each eligible employee may elect to use this contribution towards health coverage by enrolling in the City's group insurance plans. If the employee and his/her spouse are both eligible for coverage as City employees and enroll in the same plans under family coverage, the monthly City contribution may be combined to offset the costs of the premiums. Under no circumstances shall the City be required to pay any of the unused City contribution to the employee in cash.

The employee shall pay the difference, if any, owed for the selected insurance coverage by authorizing the City to make payroll deductions for the balance owed.

6.02.4 Each eligible employee may elect to change the selection of optional benefits programs once per year at a time designated by the City and PERS.

6.02.5 The City shall continue medical/dental/vision coverage for employees on approved leaves of absence without pay provided the employee pays the entire cost of the premiums in a timely manner. The City shall provide the employee with a payment schedule. For employees on approved leaves of absence without pay under the Family and Medical Leave Acts, the City shall continue the monthly insurance contribution as provided by law.

The City and the Association agree to establish a joint committee to review the feasibility and implementation of a Voluntary Employee Benefit Association (VEBA) or similar plan. Implementation of such a plan will be at no cost to the City.

Section 6.03 LIFE INSURANCE

The City shall provide every eligible employee with group life insurance coverage equal to one times their annual base salary with a minimum benefit of $30,000. The City agrees to establish a supplemental life insurance program. Eligible employees may apply for the additional coverage at the employee's expense. The City shall make payroll deductions for this coverage.

Section 6.04 UNIFORM ALLOWANCE

Effective August 2008, each employee shall be entitled to an annual cash uniform allowance payment of $650 for the maintenance and purchase of all required uniforms and boots or shoes. Effective August 2009, the uniform allowance shall be increased to $700 annually. The uniform allowance shall be paid annually the second pay period in August.

When fire safety employees are performing fire suppression duties, all uniforms shall be in conformance with standards established by the California Occupational Safety and Health Administration. Where more than one type of uniform is approved by Cal OSHA, the City will determine the approved uniform to be used in the City.

Section 6.05 DEFERRED COMPENSATION

All employees may participate in the City's non-contributory plan on a voluntary basis, subject to all of the plan's conditions and regulations.

Section 6.06 OUT OF CLASS ASSIGNMENTS

Effective the first full pay period in January 2001, all short term acting pay (Period of 29 days or less) shall be eliminated. It is understood that the Department has the authority to appoint short term acting assignments as required.

6.06.1 Compensation

When an employee is assigned and required to act in a higher classification, the following compensation rules apply:

6.06.1.1 Acting Engineer

6.06.1.1.1 The base rate of pay of the position being filled for long term (30 days or more).

6.06.1.2 Acting Captain

6.06.1.2.1 The captain (without EMT) base rate of pay for long term (30 days or more).

6.06.1.3 Fire Safety Specialist

Fire Safety Specialists who are required to perform out-of-class assignments in a supervisory capacity for the full eight (8) hour duty day shall receive an additional five (5) percent of the employee's base rate of pay.

6.061.4 In addition to the pay set forth above, the employee shall also be entitled to receive any incentive pay which the employee normally receives.

6.061.5 Acting Battalion Chief

6.06.15.1 Five (5) percent less than the Battalion Chief base rate (Step A) of pay for short-term (29 days of less).

6.06.15.2 The Battalion Chief base rate (Step A) (or Step B if possessing a Bachelor's Degree) of pay for long-term (30 days or more).

6.06.2 An acting appointment may be made by the Fire Chief to cover one or more shifts of an employee who is unable to perform his/her duties due to illness, injury or authorized time off. An acting appointment of thirty (30) consecutive calendar days or longer shall be considered a long-term appointment.

6.06.3 The Fire Chief shall fill long-term acting assignments from persons reachable in the top three scores of the current promotional eligible list. If less than three persons in the top three scores wish to be considered for an acting assignment, the Chief may consider the scores in descending order so that at least three interested persons can be considered.

6.06.4 The duration of a single acting assignment shall continue for the period of the

vacancy up to a maximum of six months. If the vacancy remains after a period of six months, a second person shall be given the opportunity to serve.

Section 6.7 TUITION REIMBURSEMENT

6.7.1 Permanent employees are eligible to receive tuition reimbursement. The City shall provide reimbursement for tuition, books, lab fees, and mandatory fees within a fiscal year up to a dollar amount which shall not exceed the full-load tuition rate at San Diego State University for courses related to the employee's current job. An employee shall be reimbursed upon submitting evidence that he/she has satisfactorily completed the approved course work. Employees shall obtain pre-approval prior to commencement of classes. Reimbursement will only be granted for courses taken at universities or colleges that are accredited with the Western Association of Schools and Colleges or one of the other five regional associations that accredit public and private schools, colleges and universities in the United States.

6.7.2 If a permanent employee attains a degree in a subject related to his/her current job, while employed with the City of Oceanside, the employee shall receive a one-time payment of $300 for an Associate level degree and $600 for a Bachelor's degree. Employees eligible for this one time payment must submit their request within one year of obtaining their degree.

Section 6.8 MILEAGE REIMBURSEMENT

When an employee is authorized to use his/her personally owned vehicle during work assignments, the City shall provide advanced mileage or mileage reimbursement at a level equivalent with the current IRS rate. This rate is subject to adjustment up or down based on actions of the Federal government. The set rate is intended to be a total amount paid for the use of the vehicle, inclusive of gas, oil, insurance, and maintenance.

Section 6.9 BILINGUAL PAY

Effective May 3, 1998, the City agrees to provide a flat rate of $100 per month for bilingual compensation for employees certified by the Human Resources Department. The number of bilingual employees shall be determined by the Department.

Section 6.10 PRECEPTOR PAY

Primary and Secondary mentors or Preceptors who are assigned interns by the Fire Administration shall receive a flat rate of $600.00 upon completion of assignment.

Section 6.11 FLEXIBLE SPENDING ACCOUNT

Effective June 1, 1998, the City will provide an IRS approved Flexible Spending Account program that will enable employees to defer compensation on a pre-tax basis for eligible health care expenses and dependent care expenses. Administrative fees will be paid by the City.

Section 6.12 LONG TERM DISABILITY INSURANCE

Effective May 1, 1998, the City agrees to transfer the long-term disability coverage for the classification of Fire Captain to the California Association of Professional Firefighters' plan and reimburse the Association for such coverage. The City shall provide long-term disability coverage for all employees effective July 1, 1999.

Section 6.13 ASSIGNMENT DIFFERENTIAL

Effective upon ratification of this agreement, any 56-hour employee assigned to work a 40-hour week, will be paid a 7.5% differential. To be paid the differential, the following conditions must be met:

1. The assignment must be made in writing by the Fire Chief or an Assistant Fire Chief.
2. The assignment must be longer than three months.
3. Any employee covered will be moved to a 40-hour workweek by Personnel Action Form.
4. This differential is not to be paid for employees who are temporarily assigned to administrative duties or on light duty or related assignments.
5. This differential is limited to employees who are assigned to work in Administration, Training or Prevention Divisions.

NOTE: Employees transferring from or to 56 hours shifts shall have their leave accruals converted at a factor of 1.4. Sick leave will be converted at a factor of 1.5.

Section 6.14 EMPLOYEE COMPUTER ASSISTANCE PROGRAM

Employees, who have satisfactorily completed their initial probation period, shall be eligible to participate in the Employee Computer Assistance Program. Employees will be eligible for a loan up to a maximum of $3000 for the purchase of hardware and software approved by the City for home use. The loan will be repaid, by payroll deduction, over a period not to exceed 30 months. Any remaining loan balance is due and payable upon termination and will be deducted from the

employee's final pay check. The City's Employee Computer Loan Policy provides specific guidelines and eligibility requirements.

Section 6.15 SAFETY SHOES

The City shall reimburse any employee required by the City to wear safety shoes in the course of regular job duties for the cost of purchasing and maintaining such shoes up to a maximum of $120.00 per pair. Any such shoes shall meet city specifications. City reimbursement for safety shoes provided pursuant to the is Agreement shall be limited to one (1) pair of shoes at any one time, and no replacement reimbursement shall be provided unless such replacement has been authorized by the City. No limit shall be established on the number of pairs of safety shoes replaced during any specific period of time. No replacement reimbursement shall be made until the shoes to be replaced have been turned in to the City.

ARTICLE 7

STANDARDS OF CONDUCT

Section 7.01

Employee misconduct may be cause for disciplinary action including, but not limited to: reprimand, reduction in pay, demotion, suspension with or without pay, or discharge. Such misconduct shall include, but not be limited to, any of the following:

7.01.1 Commission of an act which results in a criminal conviction, and constitutes a misdemeanor or infraction involving moral turpitude or a felony.

7.01.2 Unauthorized use or possession of City property or equipment.

7.01.3 Causing damage to or waste of public property through misconduct or negligence.

7.01.4 Unauthorized or excessive absence from regularly assigned duties.

7.01.5 Frequent and unexcused tardiness in reporting to regularly assigned duties.

7.01.6 Use of fraud or material misrepresentation but for such fraud or material misrepresentation the employee would not have secured employment.

7.01.7 Use of an employee's official position or office for personal gain or advantage.

7.01.8 Deliberate dishonesty related to the performance of an employee's duties.

7.01.9 Accepting favors or gratuities in return for services required to be performed as a part of the employee's official duties and responsibilities.

7.01.10 Discourteous treatment of the public or other City employees.

7.01.11 Failure to carry out assigned duties promptly, adequately or efficiently.

7.01.12 Insubordination.

7.01.13 Intentional or negligent act or omission which adversely affects, or threatens to adversely affect the safety of the employee or others.

7.01.14 Failure to observe and comply with this Agreement or City or departmental rules and regulations.

7.01.15 Use of, possession of, or being under the influence of any alcoholic beverage while on duty.

7.01.16 Being under the influence of any drug which interferes with the performance of an employee's regular job duties.

7.01.17 Use or possession of any illegal drug while on duty.

7.01.18 Other serious or socially reprehensible conduct either during or outside of duty hours which is of such a nature that it causes serious discredit to the employee's department or the City.

Section 7.02

No employee shall be discharged for a minor violation of the standards of conduct delineated hereinabove as 7.01.01 through 7.01.14 without first having received a prior written warning concerning a related or similar violation.

Section 7.03 Firefighter Procedural Bill of Rights

During the period of this Memorandum of Understanding, the parties agree to evaluate City and department procedures for ensuring compliance with the Firefighter Procedural Bill of Rights.

ARTICLE 8

DISCIPLINE

Section 8.01 AUTHORITY

Full authority for discipline is retained by the city. The city agrees that employees will be disciplined only for just cause. In appropriate cases the City will use progressive disciplinary practices.

Section 8.02 REPRESENTATION

An employee attending any investigatory or fact-finding meeting which may result directly in **discipline,** suspension, demotion, or discharge shall be allowed representation. Representation rights do not arise in a purely investigatory situation where an employee is not suspected, nor been charged with violating rules or regulations.

Section 8.03 PROCEDURE (Excluding reprimand or suspension without pay for a period of three (3) shifts or five (5) consecutive working days)

Prior to the imposition of any discipline of classified, permanent employees, the following procedure shall be utilized:

8.03.1 The employee shall be given written notice of the disciplinary action. Service of such notice shall be considered complete upon the personal delivery of such notice in the U.S. mail, first class postage prepaid, addressed to the employee's latest known address on file in the **Human Resources** Office of the City.

8.03.2 The notice of disciplinary action must also include a copy of the charges of misconduct and, whenever practical, a copy of the material or documents upon which the charges are based. If it is impractical to provide the employee with a copy of such materials or documents, the employee and/or his/her representative shall be allowed reasonable time to review such materials or documents and the notice of disciplinary action shall set forth the procedure for such a review.

8.03.3 The employee shall be given the right to respond to the proposed discipline either orally or in writing to the appropriate City appointing authority. The City shall give the employee a reasonable time to submit his/her response and in no event shall such time period be less than forty-eight (48) hours from the completion of service of the notice of disciplinary action.

8.03.4 An employee waives all rights to informally respond to the proposed

discipline if he/she fails to submit such response within the time limit established by the City.

8.03.5 Following either the submission of the employee's informal response to the disciplinary action or the waiver of such right, the appropriate City appointing authority shall either impose, or modify, or not impose the proposed discipline, as the situation warrants. Any discipline so imposed shall not be stayed by the initiation of a grievance by the employee as provided for herein.

Section 8.04 EXCEPTION

Notwithstanding the provisions of Section 8.03 hereinabove, any discipline which, in the judgment of the appointing authority, must be imposed immediately to protect the health, safety, or welfare of the community or other City employees, may be summarily imposed without affecting the pre-disciplinary procedure of Section 8.03. Such procedure shall be completed, however, within five (5) working days of the imposition of the discipline.

Section 8.05 TIME FRAME

Grievances of discipline must be initiated by the employee within five (5) calendar days after the imposition of the discipline, or, in the case of discipline imposed under Section 8.03, after the completion of the informal response procedures. Failure to initiate a grievance within such time limit shall constitute a waiver by the employee of all rights to grieve such discipline hereunder.

8.05.1 All disciplinary grievances shall be initiated at Step 4 of the Grievance Procedure delineated herein except grievances of disciplinary action involving reprimand which shall be initiated at Step 1.

Section 8.06 PROCEDURE (Reprimand or suspension without pay)

When imposing discipline for a period of less than three (3) work shifts or five (5) consecutive working days, the following procedure shall be followed:

Verbal Reprimand: The Fire Chief or his/her designee may verbally reprimand an employee for violations of city/department rules or standards of conduct. The objective of such reprimand shall be to notify the employee of specific problems and identify possible solutions in a non disciplinary format. The employee may be provided a written summary of the verbal reprimand that clearly states the recognized problems and agreed upon solutions, and such a copy must clearly state that it only memorializes the Verbal Reprimand. A verbal reprimand is not discipline. The employee is not entitled to any further administrative process.

Written Reprimand: The Fire Chief or his/her designee may reprimand an employee by

furnishing the employee with a written statement clearly titled (written reprimand). The written reprimand shall contain the reasons for the reprimand, a statement regarding standards of conduct or city/department rules violated, review of previously attempted corrective measures if any, and notification regarding what specific disciplinary action may result if the conduct continues.

The employee shall be given written notice containing a copy of the charges of misconduct, and whenever practical, a copy of the material or documents upon which the charges are based. If it is impractical to provide the employee with a copy of materials or documents, the employee and/or his/her representative shall be allowed a reasonable time to review the material.

The employee shall have five (5) working days or two (2) regularly scheduled shifts to request a disciplinary hearing before the Chief.

An employee waives all rights to respond to the proposed written reprimand if he/she fails to respond within the time limit established.

Following either the submission of the employee's response to the written reprimand or the waiver of such right, a copy of the reprimand shall be filed in the employee's department file, but will not be maintained in the central personnel file in the **Human Resources** Department. If an employee's performance is satisfactory and the employee does not receive any form of disciplinary action in the twenty-four (24) months following receipt of the written reprimand, then the written reprimand will be removed from the employee's departmental personnel file at the employee's written request. However, if the employee's overall performance remains unsatisfactory or if the employee receives any disciplinary action in the twenty-four (24) month period following receipt of the written reprimand, the written reprimand may remain a part of the permanent personnel file and may be included in any subsequent disciplinary action.

Suspension of less than three (3) work shifts or five consecutive working days will contain a written statement containing the reasons for the suspension, a statement regarding standards of conduct or city/department rules violated, review of previously attempted corrective measures if any, the length of the suspension and notification regarding what disciplinary action may result if the conduct continues.

The employee shall have five (5) working days or two (2) regularly scheduled shifts to request a disciplinary hearing before the Chief.

An employee waives all rights to informally respond to the proposed suspension if he/she fails to submit such response within the time limit

established.

The decision of the Fire Chief is final.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.01 DEFINED

A grievance is an alleged violation of a specific clause of this Agreement. Matters for which another method of review are provided by this Agreement, by Resolution, by Ordinance, by Charter, or by State Law shall be excluded from this procedure.

Section 9.02 PROCEDURE

All grievances shall be presented in the following manner:

9.02.1 STEP 1. The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate First Level Supervisor in writing within thirty (30) working days of the date on which the employee becomes aware of the grievance or the date the employee reasonably should have known of the grievance, whichever occurs earlier. Prior to filing any such written grievance, every effort will be made to resolve the matter informally. The First Level Supervisor shall render a decision in writing to the grievant within ten (10) calendar days from the day the grievance is presented.

9.02.2 STEP 2. If the grievance is not resolved in STEP 1, the grievant may appeal it to the Battalion Chief within ten (10) calendar days from the date a decision was rendered in STEP 1 above. Such appeal shall be in writing and shall include a statement of the grievance and the facts relative to it, a statement of the alleged violation of the Agreement, and a statement of the remedy requested. Within fourteen (14) calendar days of receiving such an appeal, the Battalion Chief shall render a decision in writing to the grievant.

9.02.3 STEP 3. If the grievance is not resolved in STEP 2, the grievant may appeal it to the Fire Chief or designee within ten (10) calendar days from the date a decision was rendered in STEP 2 above. Such appeal shall be in writing, and shall include: a statement of the grievance and the facts relative to it, a statement of the alleged violation of the Agreement, and a statement of the remedy requested. Within fourteen (14) calendar days of receiving such an appeal, the Fire Chief, or his/her designee, shall arrange a meeting between himself, the aggrieved employee, the employee's representative (if applicable), and a representative of the **Human Resources** Office to review the grievance. The Fire Chief, or his/her designee, shall render a written decision on the grievance within fourteen (14) calendar days after the scheduled meeting.

9.02.4 STEP 4. If the grievance is not resolved in STEP 3, the grievant may appeal it

in writing to the City Manager within ten (10) calendar days from the date a decision was rendered in STEP 3, above. The City Manager, or a designated representative, may render a decision solely on the basis of a review of the record, or may arrange a meeting between those affected before rendering a decision. The decision shall be rendered within ten (10) calendar days of the grievance meeting or receipt of the grievance if no meeting is scheduled.

9.02.5 STEP 5. If the grievance is not resolved in STEP 4, the grievant may submit it to an Advisory Arbitrator by filing a written request to do so with the City Manager within ten (10) calendar days from the date a decision was rendered in STEP 4, above.

9.02.5.1 The City Manager shall request a panel of seven (7) advisory arbitrators from the California State Conciliation Service within fifteen (15) working days of receiving such a request. The Advisory Arbitrator shall be selected to hear the grievance by alternately striking names from such a panel beginning with the aggrieved employee.

9.02.5.2 The Advisory Arbitrator shall issue subpoenas to compel the attendance of witnesses if such be necessary at the request of either party.

9.02.5.3 The hearing shall be recorded by a certified shorthand reporter or tape recorder as agreed by the parties. Expenses for such recording services shall be borne equally by the City and the employee, provided, however, that each shall be responsible for any specialized or extraordinary service they might individually request.

9.02.5.4 In rendering a recommendation, the Advisory Arbitrator shall be limited to the express terms of the Agreement and shall not have the power to modify, amend, or delete any terms or provisions of this Agreement. Failure of either party to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

9.02.6 CITY COUNCIL REVIEW. The City Council may, if it deems appropriate, review any recommendation rendered by an Advisory Arbitrator on the basis

of a review of the materials prepared by the Arbitrator and/or record of the hearing conducted in STEP 4, above. Any such City Council review must be concluded within thirty (30) working days of the City's receipt of the Advisory Arbitrator's recommendation, and any City Council action as a result of that review shall be final and binding upon the parties. Any City Council decision shall not be arbitrary and shall be based on substantial evidence as contained in the record of the Advisory Arbitrator's hearing. City Council deliberations will be held in Closed Session, however the vote on the arbitration will be held in Open Session.

9.02.6.1 The fees and expenses of the Arbitrator shall be shared equally by the parties involved, except that if either party rejects the advisory decision of the Arbitrator, that party must pay the entire cost of the Arbitrator's fees and expenses. All other expenses and costs incurred by the parties during arbitration shall be the responsibility of the individual party incurring the same.

9.02.6.2 The time limits in this procedure may only be waived by mutual agreement by both parties, in writing.

ARTICLE 10

AMBULANCE SERVICES

Section 10.01 DEFINED

The following language applies to firefighter ambulance service:

10.01.1 Ambulance Drivers

An employee not certified as a paramedic assigned to work as an ambulance driver shall receive an additional ten percent (10%) of his/her base salary during any shift the employee is so assigned.

10.01.2 Non-Core Time

The paramedic non-core time has been established as a measure in the paramedic program to allow paramedic crews the opportunity to stay mentally and physically alert for responding to a high rate of calls during peak hours.

These guidelines shall refer to paramedic ambulance crews only and shall include Paramedics and drivers assigned to ambulances.

10.01.2.1 0700-1130 Hours Core Time.

This time will be utilized as the station captain determines. May be in accordance with the daily work schedule, or may be altered to include activities such as training, drill, maintenance, etc.

10.01.2.2 Sleep/Rest

During the lunch period from 1130 to 1300 hours, may rest or sleep in kitchen/family area chairs. After 1300 hours, sleep or rest time will be spent in dorm area.

10.01.2.3 Sitting in Kitchen/Family Area

During non-core time, the chairs in the kitchen/family area may be used. Due to classes often being held in kitchen area and/or tours being conducted through this part of the station, after 1300 hours, no television viewing or sleep in this area until time designated by the station captain. Normal sitting in the chairs for the purpose of reading, studying, etc., is acceptable.

10.01.2.4 Physical Fitness Activity

If the paramedic crew misses the morning physical fitness activities with the rest of the station crew, such activities will be rescheduled after 1300 hours.

10.01.2.5 Continuing Education

C.E. time will be scheduled by the paramedic in cooperation with the Battalion Chief's schedule, and, with the exception of monthly base station meetings, will be scheduled after 1130 hours.

10.01.2.6 Reading

During non-core time, may read materials of personal preference.

10.01.2.7 Training

During non-core time, may engage in study, training, drills, first aid practice, and other areas of job-related activities.

10.01.2.8 During non-core time, paramedic crews are encouraged to participate in training activities, if desired. Ambulance crews may be required to attend special activities, drills, etc., from time-to-time, at the Battalion Chief's discretion, if training is received from an outside agency or person.

10.01.2.9 When the ambulance leaves the station to engage in any activity, the purpose and destination of such activity shall be cleared with the station captain. The ambulance crew is responsible to the station captain at all times.

10.01.3 Shift Assignment

Provided that staffing levels permit, a paramedic will be scheduled to allow a minimum of two (2) shifts off the mobile intensive care ambulance after working no more than four (4) consecutive regularly scheduled shifts. The paramedic will not be assigned to drive the ambulance on his/her shifts off the mobile intensive care ambulance.

IN WITNESS WHEREOF, this Memorandum of Understanding between the City of Oceanside and the Oceanside Firefighters' Association is entered into this **22nd** day of **September 2010** pursuant to the provision of Government Code 3500, et seq., for presentation to the City Council of the City of Oceanside, California.

DATED _____, OCEANSIDE FIREFIGHTERS' ASSOCIATION

BY _____
President OFA

BY _____
OFA

BY _____
OFA

DATED _____, CITY OF OCEANSIDE

BY _____
Brian J. Kammerer, Human Resources Director

BY _____
Christine Singer, Principal HR Analyst