



MEMORANDUM OF UNDERSTANDING

Teamsters Local 856, IBT

FIRE

January 1, 2022– December 31, 2025



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MEMORANDUM OF UNDERSTANDING (MOU)

January 1, 2022 and through December 31, 2025

The Professional and Vocational Employees Division of Teamsters Local 856, I.B.T., representing the members of the San Bruno Professional Firefighters Association and the representatives of the City of San Bruno have met and conferred in good faith regarding wages, hours, and other terms, and conditions of employment of employees in the representation unit listed in Appendix A, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

1. Recognition

- 1.1. Union Recognition. The Professional and Vocational Employees Division of Teamster Local 856, I.B.T., hereinafter referred to as the Union, is recognized as the majority representative for all employees assigned to the classifications set forth in Appendix A (which is attached and made a part thereof), and is the only employee organization entitled to meet and confer in good faith on matters within the scope of representation for employees in such unit; provided, however, that the foregoing shall be inapplicable in the event such recognition is revoked, pursuant to Resolution No. 1970-20 or *Section 32* of this Memorandum of Understanding.

2. Union Security

- 2.1. The City shall be governed by applicable state and federal law, as presently worded or subsequently amended, as it pertains to union security.
- 2.2. New Employee Orientations
 - 2.2.1 The City shall provide the Union written notice of new employee orientations [no matter how few participants, and whether in person or online] at least ten (10) business days prior to the event or when the City is first notified of a new employee's start date.
 - 2.2.2. One (1) representative of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory at a location designated by the City. No representative of management shall be present during the Union's presentation.
 - 2.2.3. If a Union representative is unable to attend, paid release time shall be granted for one (1) steward at each orientation to participate in the new employee orientations. Human Resources will coordinate with the Steward's supervisor to make every reasonable effort to schedule orientations in conjunction with the Department and Steward's availability. Upon request, the Union shall provide a list of stewards designated to conduct Union presentations.

2.2.4. The City will provide the employee with a packet of information supplied by the Union, including the Memorandum of Understanding (MOU) and Union membership form (paper or electronic).

2.2.5. The Union may follow the grievance procedure outlined in relevant Memorandums of Understanding for alleged violations of this agreement.

2.3. Dues Deduction

2.3.1. Any regular full-time or regular part-time employee covered by this Memorandum of Understanding may become a member of the Union, and may execute a payroll deduction form as furnished by the Union.

2.3.2. The Union will be custodian of records for such deduction authorization and will provide the City with a certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Union shall not be required to provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization. However, the Union will provide the City with a certification document for each employee with sufficient information to allow the City to identify the appropriate level of deductions.

2.3.3. The City shall direct employee requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for an employee organization were properly canceled or changed.

2.3.4. The Union shall indemnify and hold the City harmless from any cost of liability resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims. The Union agrees to refund to the City any amounts paid to it in error.

2.3.5. The City shall not be required to modify the amounts deducted from the employee paychecks for dues or fees more than once in each calendar year.

2.3.6. The City shall not be required to collect any special assessments or similar short-time changes in rate.

2.4. Communications with Employees

- The Union shall be provided with suitable space on bulletin boards at each work location for posting notices concerning official Union business.

2.5. Advance Notice

2.5.1. Except in cases of emergency as provided below in this section, the Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted

by the City and shall be given the opportunity to meet and confer with the appropriate management representative prior to adoption.

- 2.5.2. In cases of emergency when the following procedure is not practicable or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable sate thereafter, the Union shall be provided with the notice required in the preceding paragraph and be given the opportunity to meet and confer with the appropriate management representatives. As used herein, “emergency” shall mean any situation in which proper management of the City required immediate action, or in which immediate action is necessary for the preservation of life or property.
- 2.5.3. Written notice of the foregoing matters shall be addressed to the Union President and Secretary-Treasurer.

3. City Rights

- 3.1. The purpose of this section is to ensure that the City is able to carry out its constitutional and statutory functions. The City and its City Council retain and reserve all rights, powers, authority, duty, responsibility, and obligations confirmed and vested in it by state and federal constitutions.
- 3.2. Nothing herein shall be construed to require the City to meet and confer on matters which are solely the function of management and which are not otherwise provided in this Memorandum of Understanding. The rights of the City through its Council and management include, but are not limited to, the following:
- To exclusively determine the mission of its constituent departments, commissions, and boards;
 - To set standards of service of the various city departments;
 - To determine the procedures and standards of selection for employment;
 - To establish grooming standards;
 - To lay off its employees from duty because of lack of work and other legitimate reasons;
 - To maintain the efficiency of government operations;
 - To determine the methods, means, and personnel by governmental operations are to be conducted;
 - To determine the content and intent of job classifications;
 - To determine the methods of financing of departmental operations;
 - To determine the style and/or types of city-issued wearing apparel, equipment, or terminology to be used;
 - To determine and/or change the facilities; methods, technology, means, organizational structure, size, and composition of the work force, and allocate and assign work by which City operations are to be conducted;
 - To determine and change the number of locations, relocating, and types of operations, processes, and materials to be used in carrying out all City functions,

including, but not limited to, the right to contract or subcontract any work or operations of the City.

- To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish work schedules and assignments.
- To establish and modify productivity and performance standards for employees, and to require compliance therewith;
- To discharge, suspend, demote, reprimand, withhold salary increases, or otherwise discipline employees for cause;
- To take all necessary actions to carry out its mission in emergencies.

3.3. It is a major purpose of this section to maximize the flexibility of the City to conduct its day to day operations.

3.4. Prior to modification of the following subjects, the City shall meet and confer with the Union:

- Minimum qualifications for classifications represented by the Union;
- The content and intent of job classifications; provided, however, that it is understood that job descriptions used to describe the various duties of a classification do not preclude employees from being assigned to work not listed as a specific duty of that classification;
- Licenses and certificates required for such classifications of employees;
- Degrees of training required for such employees;
- Grooming standards applicable to such employees;
- Productivity and performance standards of such employees;
- Styles and types of wearing apparel to be used on duty;
- Size and composition of the work force of the Fire Department;
- Contracting or subcontracting of operations currently being performed by the Fire Department.

3.5. The obligation of the City to meet and confer regarding the foregoing subjects shall not be construed to require that the City and the Union reach agreement prior to the implementation of the types of modifications described in this subsection.

3.6. Nothing in this section shall be construed to excuse the City from the obligation to meet and confer with the Union regarding any subject or matter not set forth in this section where required to do so by statute.

4. No Discrimination

4.1. There shall be no discrimination by either Union or City on any basis prohibited by state or federal law or on account of any legitimate union activity.

5. Union Representative

5.1. Union representatives may receive complaints or grievances of employees at the work location during work hours. They shall not interfere with the normal conduct of work or duties of the employees, as determined by the department head.

- 5.2. Activities such as the soliciting of membership, collection of dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature is strictly prohibited during working hours without the prior approval of the City Manager or his/her representative. The Union may solicit membership during the lunch period. For the purpose of this section, “working hours” shall extend from 0800 hours to 1700 hours.
- 5.3. In the event the City believes that the union representatives are abusing the provisions of this section, it shall contact the Union or its representative in writing to arrange a mutually acceptable time and place to investigate the City’s complaint and to assure full compliance by the union representative to the extent possible.
- 5.4. Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have a union representative present upon request. In the event the employee desires the presence of a union representative, the City will contact the Union to arrange a mutually acceptable time to hold the meeting. Once scheduled, neither party shall be required to reschedule the meeting for the convenience of the other. This provision shall not prohibit the City from taking action if immediate action is necessary.

6. Access to Personnel Files

- 6.1. An employee or upon presentation of written authorization from the employee, an employee’s representative shall have specific access to the employee’s personnel file upon request and reasonable convenience of the Human Resources Division. Documentation in the personnel file relating to the investigation of a possible criminal offense and letters of reference may be specifically excluded from the inspection and review of the employee or employee’s representative. Medical records and information which would be privileged under state law pursuant to the attorney-client privilege may also be excluded; workers compensation files fall under the attorney-client privilege. Personnel files may only be reviewed in the presence of a designated Human Resources Division staff person.
- 6.2. The City shall maintain a separate employee medical information file. All medical records involving disability medical evaluations, DMV medical evaluations, preemployment medical evaluation shall be included in the employee’s medical information file and shall be open for inspection, including the production of copies thereof, by the employee, or the employee’s designated representative.

7. Implementation of Confidential Employee Health Data Base System

- 7.1 The City shall ensure that a confidential permanent health file is established and maintained on each sworn department employee. The City and Association shall develop and maintain a health file record that shall include the results of regular medical evaluations, DMV medical evaluations, non-attorney-client privileged occupational illnesses or injuries documents, and any known events or incidents that expose an

individual to known or suspected hazardous materials, toxic products or contagious diseases. A joint management labor committee shall be established to develop and design the actual data base and approach to be used for maintaining this health data base. Each individual employee shall be responsible for entering their own applicable data and exposure information. The City shall provide copies of formal medical, DMV evaluations, and initial doctor's reports only of reported workers compensation reports.

8. Salary Plan

8.1. Salary Range

8.1.1. Historical Footnotes with regard to salary

8.1.1.1. In 1997, the then current two percent (2%) EMT incentive was factored into the base salary and EMT-I certification became the required minimum qualification for the position.

8.1.1.2. As of December 1, 1998, a new salary range for Fire Captain was established which was six percent (6%) higher than the then current Fire Captain salary range. This adjustment reflects the equivalent of the current six percent (6%) incentive pay for obtaining an A.S. Degree in Fire Science. The new Fire Captain salary range shall be applicable to all Fire Captain personnel as of December 1, 1998 and also for any new appointments to the position of Fire Captain as of that date. As of December 1, 1998, the position of Fire Captain is no longer eligible for the educational pay incentive provisions relative to an AA/AS degree.

8.2. Salary Survey Methodology:

8.2.1. The City and Union agree that the salary for Firefighter and Fire Captain shall be compared to other agencies by review of the following factors: 1) determination of whether an AS degree is required in job description and included in base salary. In those cases, the base salary shall be used for the salary survey; and 2) determination if AS degree is not required as a part of Fire Captain job description by the comparator agency provides educational incentive for a Fire Captain with an AA/AS degree. In those cases, the survey salary shall be the base salary plus appropriate AA/AS educational incentive pay.

8.2.2. The City and Union agree that survey salaries for those agencies which do not include EMT certification as a minimum qualification shall be determined by using the agencies base pay and its appropriate EMT certification incentive.

8.2.3. Salary Survey Comparison Agencies: Central County Fire, Menlo Park Fire Protection District, Redwood City, San Mateo Consolidated Fire District, South San Francisco, Woodside Fire District.

8.3. Salary Increases

- 8.3.1. The salary ranges for Firefighter and Fire Captain shall be as set forth in Appendix “A”, based upon the following understandings:
- 8.3.2. Top-step firefighter salary shall include the 6% (six percent) AA/AS educational incentive pay previously provided. Possession of AA/AS and/or California Paramedic may now be required by the City as a minimum educational requirement for position of Firefighter.
- 8.3.3. For the duration of this contract, the City agrees to maintain a 9% differential between the top step salaries of the classifications of Fire Captain and Firefighter/Paramedic. The Parties agree to discuss compaction between the Fire Captain and Lead Mechanic Incentive Pay.
- 8.3.4. The following reflects the understanding as to adjustments, modifications and changes related to salary and/or benefits which were agreed upon:
 - 4% increase effective the first full pay period in January 2022.
 - 3% increase effective the first full pay period in January 2023.
 - 3% increase effective the first full pay period in January 2024.
 - 3% increase effective the first full pay period in January 2025.

8.4. Market Equity Adjustment

1% increase effective the first full pay period in January 2022.

1% increase effective the first full pay period in January 2023.

1% increase effective the first full pay period in January 2024.

1% increase effective the first full pay period in January 2025.

8.5. Calculation of actual salary shall be as follows:

- For the five-step range, the range will be calculated by dividing each range step, beginning with top step, by the factor 1.0525.

8.6. Salary Plan Administration

- Employees occupying a position set forth in Appendix “A” of this Memorandum of Understanding shall be paid a salary within the range established for that position’s classification.

8.7. Salary Plan Administration, Employee Evaluations

- All personnel in this bargaining unit shall receive at least an annual performance review. If an employee has not received his or performance evaluation within thirty (30) days of its due date, the employee shall be considered as performing in a satisfactory manner.

8.8. Salary Plan Administration, Original Appointment

- 8.8.1. Except as herein otherwise provided, the salary for a new employee entering the competitive service shall be the minimum salary step for the classification to which the employee is appointed. However, when warranted by special circumstances, the City Manager may appoint a new employee at a salary step other than the minimum step of the respective classification.
- 8.8.2. The City Manager's decision shall be final. Employees reinstated or reemployed after layoff shall receive a rate within the range established for the class and greed upon by the City Manager and the employee concerned.

8.9. Salary Plan Administration, Advancement Within Salary Range

- 8.9.1. Each employee shall be considered for a salary increase to the next higher step within the range of the assigned classification upon the anniversary of the employee's appointment date or revised salary administration date.
- 8.9.2. No salary advancement shall be made so as to exceed the maximum rate established in the pay plan for the class to which the advanced employee's position is allocated. Employees hired at the first step of the salary range shall be evaluated for periods of service thereafter until the employee has reached the maximum rate established. Employees hired at other steps of the salary range shall be evaluated for salary advancement after the first year of service and after additional one-year periods of service thereafter until the employee has reached the maximum rate established. Advancement within the salary range shall generally be made one step at a time. However, the City Manager may, when circumstances warrant it, advance the salary of an employee more than one step at a time.
- 8.9.3. Advancements shall not be automatic, but shall depend upon increased service value of an employee to the City as exemplified by recommendations of his/her supervising official, length of service, performance record, special training undertaken, or other pertinent evidence.
- 8.9.4. Advancement to the next higher step within the range of the assigned classification shall be implemented only upon final approval by the City Manager.
- 8.9.5. Changes in the employee's salary because of promotion or demotion may set a revised salary anniversary date for that employee.
- 8.9.6. Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

8.9.7. Whenever the salary schedule for a position classification is revised, each incumbent in a position to which the revised schedule applies shall be paid at the same step in the revised range as the step at which the employee was paid in the previous salary range, (i.e., if at step 4 of previous salary range, at step 4 of new salary range).

8.9.8. If an employee takes a leave of absence, the time spent away from work shall not be counted toward the completion of the next step. Depending upon how long the individual is away from work, it will move the employee's anniversary date in accordance with the rule (below) that presently determines the anniversary.

8.10. Anniversary Date

- This date will be the actual date of hire and not the first month before or after the 15th of the month. Future salary and benefit adjustments for vacation etc., would be made effective the beginning of the pay period in which the employee's anniversary date occurred.

8.11. Salary Plan Administration, Salary Step After Promotion or Demotion

8.11.1. Promotion

8.11.1.1. When an employee is promoted from a position in one classification to a position in a higher classification, and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher classification, that employee shall be entitled to receive the rate of pay of that certain step in the salary scale of the higher classification which is at least five percent (5%) above the rate of the employee has been receiving.

8.11.2. Demotion

8.11.2.1. General. When an employee is demoted, his/her compensation shall be adjusted to the salary prescribed for the classification to which s/he is demoted. Where the demotion is not for disciplinary purposes, the City Council may provide for a rate of pay higher than the maximum step of the salary schedule for such classification.

8.11.2.2. Abolition of Position. When an employee is demoted as a result of abolition of position, s/he shall be placed at the salary step in the lower classification which most closely approximates but does not exceed the employee's salary in the higher classification.

8.11.2.3. Voluntary Demotions: Demotions Resulting from Probationary Rejections. When an employee takes a voluntary demotion to a position previously held or is reappointed to such a position as the result of a probationary rejection the employee shall be placed at the same step in the lower classification which the

employee last held. The employee's service time at such step shall be the same as the service time held previously at such step.

- 8.11.2.4. Disciplinary Demotions. When an employee is demoted to a lower classification for disciplinary reasons, the specific rate of pay in the salary range of such classifications to which the employee shall be entitled shall be determined by the City Manager.

8.12. Salary Plan/Acting Pay

- Fire Fighters who are designated by the Chief to assume charge of a station, or a Fire Captain who is put in charge of a shift as an Acting Battalion Chief, shall receive additional compensation in an amount of ten percent (10%) acting pay in addition to the regular salary when assigned for a minimum of three (3) hours retroactive to the first hour when the three (3) hour minimum is met or exceeded. Hours worked in excess of three (3) hour minimum shall be calculated and paid to the nearest one-quarter hour (15 minutes) increment.

8.13. Salary Plan, Pay Periods

- Employees shall be paid bi-weekly in accordance with present practice.

9. Probation Period

9.1. Length of Probationary Period

- All regular and promotional appointments to the classification of Fire Fighter and Fire Captain shall be subject to a probationary period of one year from the date of probationary appointment or promotion.

9.2. Objective of Probationary Period

- The probationary period shall be regarded as a part of the testing process and shall be utilized for close observation of the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet required standards of work.

9.3. Regular Appointment

- Not less than fifteen (15) days prior to the scheduled termination of the probationary period, the City Manager shall notify the probationer in writing as to whether the service of the probationer has been satisfactory and his/her retention in the city employment is desired. If the City Manager notifies the probationer that the performance of the latter has been satisfactory, the City Manager shall appoint the probationer to his/her position on a regular basis, effective upon the completion of the probationary period. If the City Manager notifies the probationer that the performance of the latter has not been satisfactory, the employment of the employee shall be terminated at the expiration of the probationary period, or the City Manager may

extend the probationary period for a specific period of time to allow for further observation and evaluation, not to exceed six (6) months.

9.4. Rejection of Probationer

9.4.1. Except as provided in *Subsection 9.4.2*, during the probationary period an employee may be rejected at any time by the City Manager without cause, without hearing, and without the right of appeal.

9.4.2. Whenever the City Manager rejects a probationer pursuant to *Subsection 9.4.1*, the written notice of rejection shall advise the probationer as follows:

9.4.2.1. That if the probationer believes s/he has been rejected because of allegations of misconduct which have been publicly disclosed under such circumstances that the good name, reputation, honor, or integrity of the probationer has been stigmatized, the probationer has the right to a hearing to provide him/her an opportunity to clear his/her name; and

9.4.2.2. That if the probationer believes s/he has been rejected on account of race, color, ancestry, national origin, religion, sex, marital status, physical handicap, participation in the activities of a labor organization, or the exercise of any right guaranteed to the probationer by statute or constitution, the probationer is entitled to a hearing to determine whether such rejection was, in fact, effectuate upon such invalid basis.

9.4.3. The notice shall advise the probationer that the latter may request such hearing by transmitting to the City Manager in writing not later than the scheduled date of termination, which shall be specified in the notice, a request for a hearing. Such request shall specify the grounds upon which the hearing is requested, as set forth in *Subsections 9.4.2.1 and 9.4.2.2*. If the probationer does not request a hearing in the manner prescribed by this section within the period allowed, the probationer shall be deemed to have waived his/her right to such hearing.

9.4.4. The City Manager shall conduct hearings requested pursuant to this section. If the hearing has been requested pursuant to *Subsection 9.4.2.2*, the probationer shall have the burden of proof that the rejection was effected upon an invalid basis. At the conclusion of such hearing the City Manager may sustain the rejection, reinstate the probationer to probationary status if the probationary period has been completed, or reinstate the probationer to probationary status and extent the probationary period if otherwise permissible, if justified by the evidence presented at the hearing.

9.5. Rejection Following Probation

- Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which s/he was promoted, unless charges are filed and s/he is discharged.

10. Layoff, Reemployment

10.1. Layoff

10.1.1. When, in the judgment of the City Council, it becomes necessary to abolish positions, the City Council may abolish any position including those set forth in Appendix "A" of this Memorandum of Understanding, and the employee holding such position or employment may be laid off without the right of appeal. The City Manager, within limitations established by the City Council may likewise lay off regular employees due to a reduction in the service level, lack of work, or in a move for efficiency.

10.1.2. In reduction of force, employees with the least length of service in the classification shall be laid off first; provided, however, that any employee in the classification of captain so laid off may, if the employee so elects, be reassigned to the classification of Fire Fighter. This section does not apply to the right of the City Manager to determine whether and when a vacancy shall be filled.

10.2. Re-Employment Revised

10.2.1. In rehiring, the name of the employee last laid off within two (2) years shall be placed at the head of an employment list for a position in the classification formerly held, and the employee shall be given preference in filling vacancies in that classification, and, if reemployed, shall be placed at the same step of the salary range previously held.

10.2.2. When a former or laid-off employee is re-employed by the City, the former employee must successfully complete the City's pre-employment physical examination, including drug screen, in order to be eligible for re-employment.

11. Resignation and Reinstatement

11.1. Resignation

- An employee wishing to leave the competitive service in good standing shall file with the department head, at least two weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager with a statement by the department head or supervising official as to the resigned employee's service performance and other pertinent information concerning the cause of resignation. Failure to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment by the City.

11.2. Reinstatement

- A regular employee who has resigned in good standing may be reinstated to a vacant position of the same classification as the previous position within a period of two years from the effective date of resignation. Reinstatement shall be made at the salary step recommended by the department head and approved by the City Manager, but shall not

exceed the salary step held at the time the employee left City employment. Reinstatement shall be contingent upon passage of a medical examination and a physical agility test.

12. Demotion

- 12.1. The City Manager may demote an employee whose ability to perform his/her required duties falls below standard, or for disciplinary purposes. Upon request of the employee, and with the consent of the prospective supervising official, demotion may be made to a vacant position as a substitute for layoff. No employee shall be demoted to a position for which s/he does not possess the minimum qualifications. Written notice of the demotion shall be given the employee not less than three (3) days before the effective date of the demotion.

13. Hours of Work, Overtime

13.1. Hours of Work

- 13.1.1. The workweek for shift personnel shall average 56 hours per week. The 48/96 schedule, which is a six (6) day cycle consisting of two days on, four days off, shall be deemed to be consistent with such workweek.
- 13.1.2. Authorized work performed by an employee assigned to a shift in excess of forty eight (48) hours within the six day cycle shall constitute overtime. As used in this sentence, "day" shall mean a 24 hour period commencing at 8:00 am of one calendar day and concluding at 8:00 am of the following day. This subsection shall be limited by the provisions pertaining to change to shift and changes between shift assignments and 40 hour workweek assignments.
- 13.1.3. An employee required to work in excess of such regularly scheduled shifts shall be compensated for each overtime hour worked at the rate of one and one-half (1 ½) times the employee's straight time rate of pay based on a fifty six (56) hour work week.
- Change from "A" shift to "B" shift: Employee works first day on "A" shift, then works second day on "B" shift.
 - Change from "A" shift to "C" shift: Employee works first day on "A" shift, then works second day on "C" shift.
 - Change from "B" shift to "A" shift: Employee works first day on "B" shift, then works second day on "A" shift.
 - Change from "B" shift to "C" shift: Employee works first day on "B" shift, then works both days on "C" shift.
 - Change from "C" shift to "A" shift: Employee works both days on "C" shift, then works second day on "A" shift. • Change from "C" shift to "B" shift: Employee works first day on "C" shift, then works second day on "B" shift.

13.1.4. The parties agree that in the event one shift is scheduled to work both December 24 and December 25 of the same year, the shift assigned to work on December 23 will be reassigned to work on December 24. This shift originally scheduled to work December 24 will be reassigned to work on December 23. Such change in schedule shall not incur additional overtime costs.

14. Overtime

14.1. Forty (40) Hours Per Week Employees

14.1.1. Authorized work performed by an employee assigned to work a forty (40) hour work week in excess of forty (40) hours in one week shall constitute overtime.

14.1.2. Authorized work by such employee performed in excess of eight (8) consecutive hours in one (1) day (exclusive of lunch period) shall constitute overtime.

14.1.3. An employee required to work in excess of such regularly scheduled hours shall be compensated for each overtime hour worked at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. If such employee is assigned to a shift, his/her overtime rate of compensation shall be governed by *Subsection 14.3.1.2*.

14.1.4. As used in the subsection, the term "day" shall mean a calendar day, and the term "week" shall mean a calendar week.

14.2. Employees on Shift

- Shift exchanges between personnel and standby exchanges shall not be considered overtime.

14.3. Change Between Shift Assignment and 40-Hour Workweek Assignment

14.3.1. If the assignment of an employee is changed from a forty (40) hour workweek to a shift assignment, or vice versa, authorized work shall constitute overtime only if within the period in which the change was made the total number of authorized hours would exceed the sum of the following:

14.3.1.1 8 hours per day for the portion of the period during which the employee was on shift, and

14.3.1.2 5.714 hours per day for the portion of the period during which the employee was on the 40-hour work week. As used herein, "the period within which the change was made" consist of the incomplete portions of the 40-hour workweek and shift cycle immediately before or after the date of change.

14.3.2. Overtime shall be calculated and paid to the nearest one-quarter hour (15 minutes) increment. As an illustration, an employee who worked in excess of 25 minutes would record 30 minutes on their time sheet.

14.4. Payment for Fair Labor Standards Act (FLSA) Overtime

- Both parties agree and accept that as of August 14, 2001 the City of San Bruno's declaration of a 7-k exemption related to the calculation of FLSA Overtime and agree to incorporate FLSA mandated overtime compensation by paying said overtime at a rate of 2.735% of an employee's base salary per pay-period. The fifty-six (56) hour tour of duty shall be calculated within a twenty-seven (27) day work period.

14.5. FLSA Overtime as Compensatory Time Off (CTO)

14.5.1. Effective as of January 1, 2002 and coterminous with implementation of new Holiday Leave Pay program, the City agrees to allow employees the option of having overtime earned at the rate of time and one half (1 ½) hours actually worked into a Compensatory Time Off (CTO) bank subject to the following limitations:

14.5.1.1. Effective May 16, 2005 the maximum number of hours an employee may bank is 112 hours. Any overtime hours in excess of 112 will be paid in cash. For purposes of implementing the changes to holiday time (*Section 16.2 of the 2004 – 2006 MOU*), the maximum may on a one-time basis, exceed 112 hours; all overtime worked will be paid in cash until the amount the bank is reduced to below 112.

14.5.1.2. The requests for time off shall be made at least 48 hours in order to assure proper shift staffing; however, this time limit may be waived if the operation of the Fire Department is not impaired and proper shift staffing is assured.

14.6. Non Suppression Assignment Minimum Overtime

- Effective May 16, 2005 compensation for non-suppression assignment overtime shall be earned at a minimum of three (3) hours and shall be compensated either in pay or compensatory time at the rate of one and one-half times the regular straight-time rate of pay of the employee subject to *Section 14.5*.

14.7. Overtime Lists

14.7.1 Except in emergency situations, overtime lists shall be used to determine which employee will be called to work overtime. An employee may be subject to mandatory over-time. There shall be one list for 24-hour shifts and another list for shorter periods of service.

14.7.2. The overtime lists shall be maintained at Central Headquarters Station 51. If such lists are changed or defaced without the authority of the Fire Chief, s/he may remove such lists from said bulletin board.

14.7.3. Initial placement on the overtime list shall be based upon seniority within the department. The chief officer may decline to call a probationary Fire Fighter into service from the list in a situation where the chief officer does not believe that such Fire Fighter has sufficient experience to fill a position. When such Fire Fighter is not called from the list in such situation, s/he shall not lose his/her turn on the list.

14.7.4. When an employee is called from the overtime list for an overtime assignment and declines to take the assignment on account of sickness, s/he shall not lose his/her turn on the list.

14.7.5. Overtime lists shall be used whenever an employee is to be assigned to work which would constitute overtime for that employee; provided, however, that use of overtime lists shall not be required when:

- The Fire Chief assigns Battalion Chiefs to work on shift;
- The Fire Chief changes assignments of employees from one shift to another in accordance with the schedule described in *Section 14.2.1*, or between a shift assignment and a forty (40) hour workweek where authorized work does not constitute overtime under *Section 14.3*;
- The Fire Chief changes an assignment for an employee from a forty (40) hour workweek to a shift assignment in connection with the absence of another employee where the employee being reassigned would be scheduled to work at least two (2) consecutive shifts which the absent employee would have normally worked;
- An emergency exists. As used herein, “emergency” shall mean any situation in which, in the judgment of the chief officer, the immediate need for additional personnel is of sufficient importance that there is no time to refer to the list.

14.8. Notwithstanding any other language in this section, an employee may not work more than 96 consecutive hours. Additionally, any employee who has worked 96 consecutive hours in any 120 hour period shall be off duty for a minimum of 24 hours. The Fire Chief or designee may make exceptions of this section based on emergency needs or incidents such as strike teams.

14.9. Nothing herein shall require the Fire Chief to staff any fire station with any minimum number of personnel.

15. Holidays

15.1. Holiday Pay: Employees on 40-Hour Workweek

15.1.1 Regular full-time employees working a forty (40) hour work-week shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both of their regularly scheduled workdays immediately preceding and following the holiday.

15.1.2. Any employee who is required to work on any of the holidays specified in *Subsection 15.2* shall be paid one and one-half (1-1/2) time the employee’s regular straight-time rate of pay for all hours actually worked on such holiday.

15.1.3. In the event of any of the holidays specified in *Subsection 15.2* occurs while an employee is on vacation, the holiday shall not be charged to vacation.

15.2. The following are the eleven (11) authorized holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Day
- Christmas Day

15.3. If a holiday falls on a Sunday, such holiday shall be observed on the Monday following. If a holiday falls on Saturday, such holiday shall be observed on the previous Friday.

15.4. The day before Christmas shall be observed as follows:

<i>If Christmas Day falls on</i>	<i>Day before Christmas observed on</i>
Monday	Tuesday following
Tuesday	Monday before
Wednesday	Tuesday before
Thursday	Friday after
Friday	Thursday before
Saturday	Thursday before
Sunday	Friday before

15.5. Personal Leave Bank

15.5.1. Each employee of this bargaining unit assigned on a regular basis to work a 40 hour week schedule shall have a Personal Leave Bank. The bank shall be maintained by the Finance Department and reported to the employee by means of a payroll stub entry.

15.5.2. New employees shall begin with a balance of zero (0). Each year on the employee's birthday, the employee's leave bank shall be credited with eight (8) hours of personal leave. The leave bank shall also be credited with eight (8) hours of leave each year on February 12 and September 9, in recognition of prior holidays for Lincoln's Birthday and Admission Day, respectively. Similarly on Good Friday each year the employee's leave bank shall be credited with four (4) hours of leave.

15.5.3. An employee desiring to take personal leave must make such request in writing to the department head at least seven (7) days prior to the proposed leave, unless otherwise agreed to by the City. Approval of such time off shall be subject to the operating requirements of the department in which the employee works. Employees will be permitted to accumulate up to a maximum of forty-eight (48) hours in personal leave.

15.5.4. Employees will also be allowed to borrow against future accruals by overdrawing the bank by up to twenty-four (24) hours. Upon termination of employment, an employee shall be paid in a lump sum for all hours remaining in the leave bank, at the employee's final straight-time rate. In the event that an employee leaves City employment with an overdrawn leave bank, the employee shall reimburse the City for the deficit, at the employee's final straight-time rate.

15.6. Holiday Leave Time: 56 Hour Shift Personnel

15.6.1. Personnel assigned to shifts shall be provided with 7.27 shifts (174.48 hours) of holiday time. Holiday leave time shall be compensated by paying each employee 6.71 hours per bi-weekly pay period.

15.6.2. In addition to the forgoing, 56 hour shift personnel shall continue to receive compensatory time off whenever they work their regularly scheduled shift and it falls on any day following City holidays: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. Compensatory time shall be granted at one-half (1/2) of time actually worked.

15.7. Holidays: Employees Changed Between Shift Assignments and Forty (40) Hour Workweek Assignments

15.7.1 Employees Assigned from 40-Hour Workweek to Shift

15.7.1.1. When an employee is reassigned from a forty (40) hour workweek to a shift assignment, s/he shall be entitled to 11.2 shift hours off duty for every holiday remaining in the calendar year.

15.7.2. Employees Assigned from Shift to 40-hour Workweek

15.7.3. When an employee is reassigned from a shift assignment to a forty (40) hour workweek, the number of shifts accrued pursuant to *Section 15.6* shall be converted to forty (40) hour workweek hours by multiplying such number shifts by twenty-four hours (24) and dividing the product by 1.4.

15.8. Lump Sum Payment on Termination of Employment

- Employees who terminate employment shall be paid in a lump sum for all unused holiday leave in accordance with the provisions of this section.

16. Vacation Allowance: Employees on 40-Hour Workweek

- 16.1. Regular full-time employees working a forty (40) hour workweek who have been in the service of the City for a period of one year or more shall be entitled to vacation leave as follows:
- 16.2. Upon completion of the initial one year period of employment such employee shall be credited with ninety-six (96) hours of vacation leave. Thereafter, vacation leave shall be earned in accordance with the following schedule:

<i>Length of Service</i>	<i>Vacation Hours Earned Biweekly</i>
1 – 5 years	3.69 hours
6 – 10 years	4.92 hours
11 th year	5.23 hours
12 th year	5.38 hours
13 th year	5.64 hours
14 th year	5.85 hours
15 th year	6.15 hours
16 – 20 years	6.46 hours
21 – 24 years	6.72 hours
25 and more	6.97 hours

- 16.3. No such employee may accumulate more than two-hundred and forty (240) hours of vacation leave. Upon approval of the City Manager, an eligible employee may defer forty (40) hours current vacation leave to the succeeding calendar year. Additional accumulation not exceeding forty (40) hours may be made by permission of the City Manager.
- 16.4. Employees of this bargaining unit shall receive notice of their bi-weekly accrual upon completion of each pay period.
- 16.5. With written permission from the City Manager, employees in this bargaining unit may accumulate 40 hours more than the maximum annual accumulation stated above.
- 16.6. Employees who terminate employment shall be paid in a lump sum for all unused vacation leave in accordance with the provisions of this section upon or prior to the date of termination.
- 16.7. No additional vacation leave credit will be earned should an employee exceed their maximum accrual hours set forth above. Employees will be provided an opportunity to request consideration to exceed this level if they have documented plans for use of vacation leave with a reasonable time period subject to approval by the City Manager

or upon recommendation of the Fire Chief if the department is not able to allow an employee to use vacation leave time.

- 16.8. The City Manager may require any employee to use at least eighty (80) hours vacation leave in a calendar year to the extent such vacation leave has been accumulated.
- 16.9. Employees who terminate employment shall be paid in a lump sum for all unused vacation leave in accordance with the provisions of this section prior to the date of termination.
- 16.10. The times during the year at which an employee shall take vacation shall be determined by the Fire Chief with due regard for the wished of the employee, and with particular regard for the needs of the department. When conflicts arise, seniority shall govern.

17. Vacation Allowance: 56 Hour Shift Personnel

- 17.1. Each employee assigned to work a shift who on the most recent anniversary date of his/her employment shall have been in the service of the City for a period of one (1) year or more shall be entitled to an annual vacation equivalent to the following number of shifts with pay for the following periods of service prior to such anniversary date:

<i>Years of Service</i>	<i>Number of Shifts</i>	<i>Equivalent Number of Hours</i>
1 – 5	6	144
6 – 10	8	192
11	8.5	204
12	8.75	210
13	9.17	220
14	9.5	228
15	10	240
16 – 20	10.5	252
21 – 24	10.92	262
25 and more	11.33	272

- 17.2. The City shall schedule each employee's annual vacation period to commence with the shift immediately following his/her four (4) consecutive off periods in his/her established duty cycle; provided, however, that an employee may commence his/her vacation on a different shift with the approval of the Fire Chief.
- 17.3. If the needs of the department can be accommodated as determined solely by the Fire Chief, employees on shift may be permitted to split their vacations into two (2) or three (3) periods of approximately equal duration. Department seniority will control the selection of vacation periods.
- 17.4. Shift employees who terminate employment shall be paid in a lump sum for all unused vacation leave in accordance with the provisions of this section.

- 17.5. Shift employees may be permitted to accumulate up to but no more than four hundred and twenty (420) vacation hours. Those shift employees who have accumulated more than the total hours permitted shall be assigned dates in which to take excess vacation hours over the 420 hours permitted by the Fire Chief.
- 17.6. Employees of this bargaining unit shall receive notice of their bi-weekly accrual upon completion of each pay period.
- 17.7. With written permission from the City Manager, employees in this bargaining unit may accumulate 40 hours more than the maximum annual accumulation stated above.
- 17.8. Due to the nature of the vacation planning calendar process, the City shall give consideration to the situation where an employee who has scheduled vacation leave time on the department planning calendar and who exceeds the maximum accrual level in the interim time period but will be under the maximum accrual level upon using his or her scheduled time off. Note: use of this clause requires that the employee have scheduled such time during the annual vacation selection period.
- 17.9. Employees who terminate employment shall be paid in lump sum for all unused vacation leave in accordance with the provisions of this section upon or prior to the date of termination.
- 17.10. No additional vacation leave credit will be earned should an employee exceed their maximum accrual hours set forth above. Employee will be provided an opportunity to request consideration to exceed this level if they have documented plans for use of vacation leave with a reasonable time period subject to approval by the City Manager or upon recommendation of the Fire Chief if the department is not able to allow an employee to use vacation leave time.

18. Vacation and Holiday Accruals

- 18.1. The existing seniority selection process for vacation and holidays which temporarily allows negative or positive accrual balances shall be maintained, but no negative balance shall be permitted to exceed 84 hours. As used herein, a “negative balance” means an excess of time used over time accrued. A “positive balance” means an excess of time accrued over time used.
- 18.2. The City shall have the right to continue to use a computerized method of recording vacation and holiday accruals on a pay period basis and to report balances to employee with their paychecks.
- 18.3. In the event an employee terminates his/her employment with the City with a negative balance, the City may withhold a sufficient sum from his/her final payment of compensation to eliminate such balance, and to the extent that such method is insufficient to eliminate such balance the employee shall be responsible for any

necessary reimbursement to the City. Correspondingly, the City agrees to pay all positive balances to employees who terminate their employment.

19. Catastrophic Leave Program

- 19.1. The City shall provide for a Catastrophic Leave Program as a part of the City's administrative policy directives as developed by the City Manager. The City agrees to meet and confer with the Union as to any changes in this administrative procedure.

20. Sick Leave

- 20.1. Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability, except as provided in *Subsection 20.5*. In addition, sick leave may be used by an employee, subject to the limiting conditions outlined in *Section 21 Bereavement Leave*, upon the death of an aunt, uncle, nephew, niece, great-grandchild or great-grandparent.
- 20.2. For shift personnel, sick leave shall be accrued at a rate of twelve (12) hours for each calendar month of service. For employees on a 40-hour workweek, sick leave shall be accrued at a rate of eight (8) hours for each calendar month of service.
- 20.3. There shall be no limitation on the amount of sick leave which an employee may accumulate.
- 20.4. Sick leave, vacation leave, and holiday leave shall not accrue when the employee is on leave without pay.
- 20.5. Sick leave may be used for any disability, whether temporary or permanent, by injury or illness arising out of and in the course of the duties of the employee. In the event sick leave is taken by an employee instead of a leave of absence for industrial disability granted by state law where there is a bona fide dispute between the City and the employee as to whether the disability is industrial, and such dispute is resolved in favor of the employee, any sick leave which was erroneously deducted from the employee's accumulated sick leave shall be restored to the employee.
- 20.6. Procedure. In order to receive compensation while absent on sick leave the employee shall notify his/her immediate supervisor prior to 7:00 a.m. If the employee becomes ill while away from his/her residence the employee shall notify the supervisor of his/her location, including address and telephone number. If circumstances permit, the employee's supervisor may direct the employee to return to his/her residence. The supervisor shall not unreasonably require the employee to return to his/her residence.
- 20.7. Availability for Notification
 - 20.7.1 An employee who is absent on sick leave is expected to be available to answer telephone calls by or from his/her supervisor in relation to work-related matters. No

employee shall unreasonably refuse to answer a telephone call from a supervisory employee for such purpose.

- 20.7.2. An employee who is absent on sick leave who within one (1) year of such absence has been notified in writing by the department head that the amount of sick leave used by the employee excessive or is an abuse of the sick leave privilege is also expected to receive visits by or from his/her supervisor in relation to work-related matters. No such employee shall unreasonably refuse to receive a visit from a supervisory employee for such purpose.
- 20.8. Signed Statement. When an employee has been absent on sick leave, upon return s/he shall submit to the department head a personally signed statement indicating dates of illness and other information as allowed by state and federal law. Such shall be on the form prescribed by the City for such purpose which is currently in use.
- 20.9. Medical Certificate. When an employee returns after an absence on sick leave for more than one shift, the department head may require him/her to submit a certificate signed by a licensed physician with dates of illness and other information as allowed by state and federal law, in addition to the signed statement required pursuant to *Subsection 20.10*. If an employee has within one (1) year of an absence on sick leave been notified in writing by the department head that the amount of sick leave used by the employee is excessive or is an abuse of the sick leave privilege, the department head may require such employee to submit such a certificate when the latter returns after absence of one shift or more. The City agrees to pay for the cost of obtaining said certificates to the extent that the employee's health insurance coverage does not do so.
- 20.10. Suspension of Sick Leave. When, in the sole opinion of the City Council, a job action exists, it shall have the authority to suspend the use of sick leave benefits for the duration of the job action, retroactive to the beginning of such job action. As used herein, "job action" includes, but is not limited to, any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment, or to perform customary duties due to any labor dispute, or any concerted refusal to appear to any assigned work station because of claimed or asserted sickness or disabilities.
- 20.11. Termination of Employment. Upon termination of employment as a result of retirement, death, or abolition of position, the following amount of unused sick leave shall be paid on termination of employment: (1) Employees who have completed 20 or more years of City service as a full-time employee: fifty percent (50%) of unused sick leave, or 864 hours, whichever is less; (2) Other employees: fifty percent (50%) of unused sick leave, or 720 hours, whichever is less. The effective date of such retirement shall not be deferred by the allowance of the employee to use his/her accumulated sick leave, but such employee shall be required to take the lump sum payment for unused sick leave as soon as and to the extent possible.

- 20.12. Family Sick Leave. With the approval of the department head an employee may use up to one half of the employee's annual accrual of sick leave for the health condition of a "family member" as defined by state and federal law, including, but not limited to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents, grandchildren, step-children, foster children, great-grandparents, and greatgrandchildren. In the even the employee is relieved of this required presence before 8:00 p.m. (in case of a shift employee) the employee shall notify the designated Fire Captain at Station 51 and shall report to duty to complete the shift. (Example: a fire fighter with a working spouse may be called off duty to tend for his/her child, but could be relieved by the spouse when the latter returns from his/her work.)

21. Bereavement Leave

- 21.1. In the event of a death in the immediate family of an employee, the employee shall, upon written request to the department head, be permitted to use bereavement leave within a 72-hour period, as is necessary to make arrangements for the funeral and attend same. The number of hours of bereavement leave used for such purpose shall depend upon the particular work scheduled to which the employee was assigned during such 72-hour period.
- 21.2. This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on leave of any kind. Only in the event that the funeral takes place at a location more than 150 miles away from the City of San Bruno will reasonable time off for travel be allowed, not to exceed one (1) regularly scheduled work shift. For the purposes of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents, grandchildren, step-children and foster children.
- 21.3. Bereavement leave applies only in the instance in which the employee attends the funeral, or is required to make funeral arrangements but is not applicable for any purpose, such as settling the estate of the deceased.
- 21.4. The City Manager may grant bereavement leave for deaths of other persons if s/he determines that special circumstances are applicable. The City Manager may also allow use of bereavement leave during timeframes which vary from those described above it is determined that special circumstances are applicable.

22. Jury Duty Leave: Leave for Court Appearances

- 22.1. An employee who is called and required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between his/her full salary and any payment received except travel pay, for such duty. Whenever an employee receives a written notice from a court indicating that the employee will be subject to jury duty within a specified period of time s/he shall furnish the employer a written copy of the notice from the court as soon as practical. If such employee is subject to being called in to the court for jury duty on a stand-by basis s/he shall so inform the officer in charge.

- 22.2. An employee who has been subpoenaed as a witness in his/her official capacity shall be paid:
- 22.3. His/her regular salary, less any witness fee received, if s/he is required to appear as a witness while scheduled to be on duty, or
- 22.4. One and one-half (1-1/2) his/her regular salary, less any witness fee received, if s/he is required to appear as a witness while scheduled to be off duty.
- 22.5. An employee who has been subpoenaed as a witness in his/her private capacity shall not be paid for the time s/he is not on duty, but may use compensatory time, vacation time, or shift exchange.
- 22.6. In the event an employee is relieved of his/her required presence as a juror or a witness prior to 8:00 p.m. on a day when s/he was regularly scheduled to work a shift, s/he shall notify the officer in charge and report to duty to complete the shift.

23. Leave of Absence

- 23.1. The City Manager may grant a permanent employee a leave of absence with or without pay or benefits not to exceed one year. A request for such leave shall be in writing and shall be approved and shall be approved or denied by the City Manager in writing.
- 23.2. The City Manager may terminate such leave of absence prior to scheduled expiration of the leave upon notice to return to duty if s/he determines that the circumstances justifying the leave do not exist or if the needs of the City justify termination of the leave.
- 23.3. Upon the expiration of a regularly approved leave, or within ten (10) days unless an extension or need for an extension is identified and approved by the City Manager, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within ten (10) days after notice to return to duty, shall be cause for discharge.
- 23.4. An employee who has requested a leave of absence for medical reasons may be required to complete a fitness for duty evaluation to determine that the employee is capable of performing the duties of the job. The employee shall submit a medical certificate which indicates the employee's personal or treating physician is releasing them to return to duty. Any limitations or exceptions must be included in the medical certification. The City of San Bruno reserves the right, at its expense, to send the employee to a physician of its choice for further evaluation. The final determination as to whether the employee is fit for duty shall be made by the City Manager or designee.
- 23.5. Pregnancy Condition

- 23.5.1. Leave regarding pregnancy, birth, and/or adoption shall be governed by applicable state and federal law, as presently worded or subsequently amended.
- 23.5.2. Sick leave as provided for by the City for employee use when medically required. Doctor's certification required.
- 23.5.3. Vacation leave when used in accordance with existing use provisions.
- 23.5.4. Compensatory Time Off or administrative leave available to the employee in accordance with existing use provisions.
- 23.5.5. In addition, the City shall provide leave time and/or benefits in accordance with the provisions of current and/or future California State law and federal law governing the birth or adoption of a child, parental leave rights and/or an individual employee's medical condition.

24. Industrial Disability Leave

- 24.1. Industrial disability leave for Fire Fighters and Fire Captains shall be governed by Section 4850 of the Labor Code, as presently worded or subsequently amended.

25. Military Leave

- 25.1. Military leave shall be provided for in accordance with state law and federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.
- 25.2. Military leave shall be provided for in accordance with state and federal law. Any organizational requirements shall be contained in either the departmental or city administrative policy directives as developed by the City Manager.

26. Light Duty

- 26.1. Employees with industrial or non-industrial injuries may be eligible to return to work in a modified or light duty capacity. Such return is dependent on the physician's determination that the employee may return to work with limitations. The Fire Chief has the final determination of whether light duty is available.
- 26.2. If light duty is available, shift personnel assigned to light duty will work 8 hours for every 24 hour shift. The hours will be set following discussion between the employee and an appropriate Chief Officer at a mutually agreed schedule. The Chief Officer will attempt to coordinate the employee's shift with the employee's normal shift schedule and balance the needs of the department with the personal schedule of the employee. The Fire Chief shall have final determination on work schedules.

27. Health and Welfare Benefits

27.1. Medical, Dental and Vision Insurances

27.1.1. Each regular full-time employee and each permanent part-time employee of this unit shall become eligible to participate in "Teamsters Local union No. 856 Health and Welfare Trust Fund," pursuant to the provisions of Article I of the Teamsters Local 856 Trust by laws provided, however, that participation in the fund shall not be denied to eligible employees who are not members of the Union. Temporary employees and temporary part-time employees who are employed by the City for a period of ninety (90) days shall also be eligible to participate in said fund.

27.1.2. For purposes of providing health and welfare benefits for regular full-time and permanent part-time employees subject to this MOU the City shall contribute an agreed upon amount to the trust fund on a monthly basis on behalf of each eligible employee for actual costs incurred by such Fund to provide and maintain at existing levels of coverage hospital, medical, dental care, prescription drugs, vision care, and retiree health benefits.

27.1.3. The City shall pay 75% and employee pays 25% of the health and welfare benefit premium increase over the prior plan year based on the cost of the plan options which they have selected.

- Beginning January 1, 2022, through December 31, 2025, the City shall pay 75% and the employee shall pay 25% of health and welfare benefit premium increase over the prior plan year.

27.2. Retiree Health Coverage

27.2.1 Employees in this unit participate in Retiree Health Coverage established January 1, 2021. For the term of this contract the City shall pay 75% and employee shall pay 25% of Retiree Health Coverage premium.

27.2.2. Eligibility for any Retiree coverage: If you retire from employment with an employer who is making contributions for retiree coverage, you will be eligible for retiree benefits provided (1) You were covered under this Plan for a total of 120 months and (2) You were eligible for at least 12 continuous months immediately prior to the date of your retirement.

27.2.3. Eligibility for Retiree coverage: If you retire from employment with an employer who is making the required contributions for Retiree coverage, you will be eligible for the reduced Monthly Self-Pay rate provided (1) you have at least 240 months of coverage and (2) 12 continuous months immediately prior to the date of your retirement with an employer who paid into the Retiree Plan. If you have at least 120 months, but less than 240 months, you will be eligible for Retiree coverage but not for the reduced

Monthly Self-Pay rate. *Retirees are encouraged to review the Retiree Health Coverage Plan Document for exceptions and enrollment deadlines.*

27.3. Plan Restructure

- The plan year shall move to a calendar year cycle. Future year increases will be effective January 1.

27.4. “Opt-Out”

- Employees who demonstrate possession of comparable health coverage may elect to opt out of the City health benefit.

27.4.1. An amount equal to 15% of the monthly premium shall be paid to the employee based on the composite rate with the ‘no co-pay’ prescription plan.

27.4.2. An amount equal to 35% of the monthly premium shall be paid to the Trust based on the composite rate with the ‘no co-pay’ prescription plan.

27.4. The Trust shall offer a “10/20” drug prescription option, which may be utilized at employees only choice.

28. Life Insurance

28.1. The City shall provide, at its expense, a term life insurance group policy for Fire Fighters and Fire Captains in an amount to the employee’s annual base salary as stated in “Appendix A” of this MOU. Income tax consequences, in conformance with IRS regulations, will be the responsibility of the employee.

28.2. Said employees shall be entitled to purchase, at their own expense, additional term life insurance to the extent permitted by the policy carrier under such terms and conditions as are customarily imposed by such carrier in its normal course of business.

29. PERS Retirement Membership

29.1. Employees in the classification of Fire Captain and Firefighter shall be covered by three percent (3%) at age fifty (50) retirement benefit option provided through the Public Employees Retirement System (PERS) and the 1959 Survivors’ Benefit (Level IV). Final compensation for purposes of calculating retirement benefits shall be based upon the highest average annual compensation earned by the employee the last consecutive year of employment preceding the date of retirement “Classic” employees in sworn public safety classifications shall continue to be covered by the PERS three percent (3%) at age fifty (50) retirement benefit option. Employees shall continue to contribute 9% of pensionable compensation.

29.2. The retirement contract in effect on December 1, 1984, between the City of San Bruno and the Public Employees Retirement System (PERS) on behalf of eligible employees of this unit shall be continued during the term of this Memorandum of Understanding.

Final compensation for purposes of calculating retirement benefits shall be based upon the “highest year” method under the Public Employees Retirement System (PERS).

- 29.3. For employees hired on or after January 1, 2013, their retirement shall be as provided by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) and AB340 and AB197. PEPRA members shall pay member contributions pursuant to Government Code Section 7522.30, which shall be at least 50% of normal cost as determined annually by CalPERS, and expressed as a percentage of payroll.
- 29.4. In 1998 the City agreed to offer Level IV 1959 Survivor’s Benefits for local fire members. It was understood that there was an increased cost to both the employer (agency) and member (employee) rate. The association has agreed that all employees in the bargaining unit shall be responsible, through the payroll deduction, for paying both the appropriate member (employee) rate for this program and any employer contribution which exceeds \$2.50 per month. As of this date (2001), current employee cost is projected to be \$2.00 per month and current employer cost is projected to be \$8.50 per month resulting in an individual employee deduction of \$8.50 per month. These costs may change by implementation date and the then current costs shall be used to determine the accurate employee payroll deduction amount.
- 29.5. Credit for Unused Sick Leave is an additional retirement benefit option that is available for members of the bargaining unit. This is a benefit that is mandated by PERS for all risk pooled plans, and this benefit will continue to be offered as long as the City continues to be required by PERS to stay in the risk pool. At retirement, an employee must notify the City as to how they wish to apply their accrued, but unused sick leave balance: as cash (as specified in *Subsection 20.11*); or PERS sick leave credit; or a combination of these options. In accordance with *Section 33.2*, an additional option may become available, in which unused sick leave could be applied toward post-retirement medical costs.

30. Deferred Compensation Programs

- 30.1. Consistent with the provisions of Resolution No. 1984-48 Authorizing and Approving a Deferred Compensation Plan for Participating Employees and Replacement of Resolution No. 1983-42, the City shall permit employees of the bargaining unit, to the extent permitted by law, to voluntarily participate in one of the City’s designated deferred compensation programs.
- 30.2. No mandatory City contributions to such plans or administrative expense shall be required of the City. Costs charged to an employee’s individual deferred compensation account by the plan provider shall not be deemed to be an administrative cost of the City.
- 30.3. The City agrees to meet and confer with the union, at their request, should the Internal Revenue Code be amended so as to adversely impact the intended purpose of the

adopted deferred compensation program. However, it is understood that the City must adhere to all internal Revenue Code provisions and regulations applicable to a deferred compensation program.

31. Long-Term Disability (LTD Insurance)

- 31.1. The City agrees to allow employees in this bargaining unit that choose to voluntarily waive participation in a City-wide Long-Term Disability (LTD) insurance program to enroll in a qualified Union sponsored LTD insurance program. The City will provide a reimbursement to employees of this unit toward plan premiums up to the maximum premium contribution the City is paying towards employees enrolled in the Citywide LTD program. Employees of this bargaining unit agree to pay the difference in premium cost between the City's contribution and the Union's LTD plan costs. The City's premium contribution for Long-Term Disability is not available for cash reimbursement.

32. Flexible Benefit Plan

- 32.1. The City offers a Section 125 Flexible Benefit Plan for all City employees who want to take pretax deductions for the employee share of the health care premium and medical and/or dependent care expenses. Open enrollment is available each year for all City employees.

33. VEBA

- 33.1. All employees covered by this collective bargaining agreement which includes the classifications of Firefighter and Fire Captain are required to participate in this VEBA plan in accordance with the affirmative vote of the membership.
- 33.2. The City of San Bruno will contribute on behalf of all participants in this VEBA plan at retirement the following:
- All remaining accrued vacation leave payout,
 - All remaining compensatory time payout, and
 - Payout of no more than 50% of unused sick leave or 864 hours, whichever is less, for those employees who have completed 20 or more years of City service as a full-time employee, or payout of 50% of unused sick leave or 720 hours, whichever is less, for all other employees. However, this provision shall not prevent employees from first electing to purchase PERS sick leave credit before exercising the payout election.
- 33.3. Any accrued leave funds shall be transferred directly from the City to the VEBA program. Employees may not make contributions directly from their payouts. Employees may elect to purchase CalPERS sick leave credit prior to the payout of sick leave.
- 33.4. Participants will pay participant fees and 0.1% of the individual account balance annually, paid quarterly.

34. Fire Service Education and Certification Incentive Pay Program

34.1. Employees represented in this bargaining unit are eligible to participate in this program. Employees must present a copy of their college degree and appropriate State Fire Marshal's certification in the appropriate field in order to receive additional incentive pay. Additional incentive pay shall be processed through use of a PAF form and shall begin the first pay-period after the employee submits acceptable documentation. Employee are eligible to receive up to a total maximum of 7.5% in Education and Certification Pay. Education and Certification Incentive Pay shall be paid on the employee's base salary rate and shall only be paid if the employee obtains and maintains certification(s) which have an expiration date.

34.2. *Historical Note: The parties agree to reopen this section of the MOU only, effective 2/1/07 to discuss possible updates/amendments to the list of certifications. Any changes must be by mutual agreement. This reopener will end no later than 3/31/07.

34.3. The following Education/Certification tracks are presently available as of March 2001. The City may add additional certifications as they are introduced and approved by the State Fire Marshall's office.

34.4. Education/Certification Incentive Value

BA/BS Degree in fire science, business, management, public administration or closely related program.	4%
Master's Degree in fire science, business, management, public administration, or closely related program.	6% (includes 4% for BA/BS)
Chief Officer Certification	3.5%
Master Instructor (or Level III Instructor) certification.	3.5%
Fire Officer Certification	3.0%
Driver Operator Certification	2.0%
Fire Investigator Certification (Level I)	1.0%
Fire Investigator Certification (Level II)	1.0%
Hazardous Materials Technician Certification	1.0%
Hazardous Materials Specialist Certification	1.0%
Fire Prevention Officer Certification	1.0%

Fire Protection Specialist Certification	1.0%
Plans Examiner Certification	1.0%
Fire Marshal Certification	1.0%
Public Education Officer I	1.0%
Rescue Systems I Certification	1.0%
Rescue Systems II Certification	1.0%
American Red Cross or American Heart Assoc. Instructor	1.0%
Fire Instructor I Certification	1.0%
Fire Instructor II Certification	1.0%
Fire Instructor III Certification	1.0%
Truck Operations Courses:	
Confined Space Rescue Technician	1.0%
Low Angle Rope Rescue Operational	0.5%
Trench Rescue	0.5%
Courses Recommended for Wildland Deployments	
S-200 Initial Attach Commander	0.5%
S-231 Engine Boss	0.5%
S-234 Field Observer	0.5%
S-215 Wildland Urban Interface	0.5%
S-290 Intermediate Wildland Fire Behavior	1.0%
S-300 Extended Attach Commander	0.5%
EOC Operations Courses	
S-359 Medical Unit Officer	0.5%
S-404 Safety Officer	0.5%
S-346 Situational Unit Leader	0.5%

S-349 Resource Unit Leader 0.5%

Fire Investigation Courses

Explosives Recognition and Reconnaissance 1.0%

Fire/Arson Detection 0.5%

34.5. Historical note: The past MOU provision of providing 3% for college units and 6% for obtaining an AA/AS was eliminated. The base salary level of \$5817 for firefighter in 2001 reflects inclusion of the up to 6% AA/AS educational incentive pay. Those firefighters without an AA/AS would be grand-fathered in and the new minimum job requirement for firefighter would be paramedic certificate and/or related AA/AS degree.

35. Tuition Reimbursement Program

35.1. Effective July 1, 1994, the City will provide reimbursement for a combination of tuition and books at a rate of \$75/semester unit to a maximum of \$1,800/year over a consecutive 12 month period. Reimbursements for college courses based on the quarter system will be made at a prorated rate. The Tuition Reimbursement Program described in this section is a separate program from the Fire Department's Training Program. Approval for reimbursement must meet the following requirements:

35.2. Courses must be taken at an accredited public or private institution. Approval of courses taken at a private institution require the advance approval of the City Manager.

35.3. The course of instruction taken by the employee must be job related and the employee must have obtained the prior approval of the department head and the City manager, if appropriate, prior to taking the course in order to be entitled to reimbursement.

35.4. For graded course work, the employee must receive a passing grade of 2.0 or above in a 4 point system, where 4.0 is an A, 3.0 is a B, etc., in order to receive reimbursement. Written evidence to this effect must be submitted to the City.

35.5. For courses graded on a pass/fail basis, the employee must receive a "pass" grade.

36. Uniform Allowance

36.1. It is understood that his uniform allowance is provided for the purposes of employee's compliance with departmental uniform requirements and that it is the responsibility of each employee to be in compliance with the departmental requirements at all times.

36.2. An employee hired prior to the adoption of this Memorandum of Understanding shall receive a uniform allowance on or about September 1 of each fiscal year.

- 36.3. Sworn personnel in this unit shall receive an annual uniform allowance which is \$850 per year equal to the uniform allowance paid to Fire suppression staff of the Central County Fire District as of the date of this agreement
- 36.4. Said uniform allowance shall continue to be paid in a lump sum distributed no later than September 1 annually.
- 36.5. The City shall pay the employee's PERS contribution for uniform allowance.
- 36.6. An employee hired after the adoption of this Memorandum of Understanding shall receive an initial uniform allowance in the amount specified in *Subsection 36.2* on or about his/her date of hire. On or about the first of September thereafter s/he shall receive a pro rata share of such allowance based upon the portion of the year elapsed between his/her anniversary date and the June 30 date prior to such date of payment. On each succeeding September 1 s/he shall receive the amount of uniform allowance specified in *Subsection 36.3*.

37. Assignment Duty Differentials and Incentive Pay Programs

- 37.1. Mechanic Assignment Duty
 - 37.1.1. Fire Fighters assigned the duties of shift mechanic by the Fire Chief will be compensated an additional five percent (5%) of base salary.
 - 37.1.2. A firefighter assigned by the Chief as the Lead Mechanic will be compensated an additional fifteen percent (15%) of base salary.
- 37.2. Bi-Lingual Incentive Pay Program
 - 37.2.1. The City shall provide bilingual incentive pay in the amount of 2.5% of base pay to an employee who meets the criteria outlined in the City's Bilingual Program. These requirements include:
 - Demonstrated proficiency in a language other than English (including American Sign Language), which is used within the community.
 - Successfully meets and maintains the program requirements, including re-qualifying every two years.
- 37.3. Paramedic Program
 - 37.3.1 The City of San Bruno participates in the Countywide ALS Paramedic program. Participation is contingent upon continued funding from the Emergency Medical Services Agency and may be discontinued or expanded at the discretion of the City.
 - 37.3.2. The ALS Paramedic program utilizes accredited paramedics and non-paramedic support personnel in the delivery of ALS services. The Paramedic Program Assignment

description (attached) is an addendum to the Firefighter job description. Compensation and specific conditions for certified paramedics shall be as follows:

- 37.3.3. Paramedic Assignment Pay. Firefighters with paramedic accreditation assigned to duty as a paramedic on an engine or truck company by the Fire Chief shall be compensated an additional eleven percent (11%) with the understanding such compensation is related to performing the additional duties and responsibilities of a San Mateo County accredited paramedic and the time and effort required of the employee related to the maintenance of their paramedic license. The City will directly reimburse the employee for cost of tuition for course(s), course materials and actual ~~certification testing and~~ licensure costs.
- 37.3.4. Historical Footnote: Effective 7/1/07 Firefighter/Paramedic assignment pay increases from 9% to 10%.
- 37.3.5. Effective 7/1/08 Firefighter/Paramedic assignment pay increases from 10% to 11%.
- 37.3.6. Fire Captain Paramedic Incentive Pay. Fire Captains who elect to maintain paramedic license or accreditation, shall be entitled to receive an additional two and one half percent (2.5%) of base pay for maintaining such paramedic certification. The City will directly reimburse the employee for cost of tuition for course(s), course materials and licensure costs.
- 37.3.7. Paramedic Continuing Education Unit (CEU) Reimbursement Pay. Employees who are required to maintain their paramedic accreditation are eligible to receive an additional stipend in recognition of the time off duty required to maintain the required 48 hours of Continuing Education Units (CEU's) in a two (2) year period to renew their paramedic license. The stipend amount is payable to the employee in the first pay-period beginning in January annually for CEU's earned the year prior. The stipend amount shall be \$850 per year. If the City is able to provide CEU training time on-duty the City reserves the right to suspend Paramedic CEU Reimbursement Pay.
- 37.3.8. Paramedic Coordinator Assignment Duty. Effective August 2001, Firefighters with paramedic accreditation assigned the duties of Paramedic Coordinator by the Fire Chief shall be compensated an additional five (5%) of base salary if they serve as the only coordinator and four percent (4%) of base salary if there is more than one employee serving as coordinator.
- 37.3.9. Fire Captain Assignment. Fire Captains are not eligible for assignment to the Paramedic program, however, Fire Captains who maintain accreditation as a Paramedic may voluntarily work overtime as a Firefighter Paramedic. If no Firefighter Paramedic volunteers for overtime work as a Firefighter Paramedic, a Fire Captain who maintains accreditation as a paramedic may work overtime. If mandatory overtime is necessary, a Firefighter Paramedic will be assigned mandatory overtime.
- 37.3.10. Assignment Basis Program. The City will utilize an assignment basis program to staff the paramedic program. An assignment basis program is defined as an established number of

personnel delivering paramedic licensed medical services on an assigned basis by the department. A minimum of twelve (12) paramedics are currently deemed necessary to staff the program. The City shall staff paramedics at the level required by the Countywide ALS JPA contract. The City will staff a minimum of two (2) paramedics on duty each shift, one paramedic per station. The Fire Chief has discretion as to the actual on-duty assignment of paramedics.

- 37.3.11. Availability. Firefighters who are assigned to the Paramedic Program must remain in the Paramedic Program and available for assignment. Firefighters assigned to the paramedic program may petition the Fire Chief to be removed from the program. No one assigned to the paramedic program may leave the paramedic program (other than to accept a promotion) unless a minimum number of accredited paramedics are available. The Fire Chief may not unreasonably refuse to permit a paramedic hired prior to January 1, 2005 to leave the program. Firefighters hired after January 1, 2005 for which accreditation as a paramedic was a minimum qualification may be required to remain in the program for 15 years. In evaluating the minimum number of paramedics required to staff the program, the Chief may consider the number of Firefighter Paramedics on medical or worker's compensation leave, and known or anticipated retirements or promotions.
- 37.3.12. Qualifications. The City may use possession of a Paramedic accreditation as a screening requirement for all new hires, even though paramedic accreditation is not a mandatory requirement for Firefighter. The Fire Chief may require a Firefighter paramedic hired under this screening criteria to remain in the Paramedic Program.
- 37.3.13. Acting Captain. A Firefighter assigned to the Paramedic Program may serve as an Acting Captain provided an accredited paramedic is available on duty to meet required paramedic staffing levels. Acting pay in such situation will be paid in accordance with *Section 8.11 Salary Plan/Acting Pay*.
- 37.3.14. Eligibility for Other Assignments. Firefighters participating in the paramedic program will remain eligible for other assignments including mechanic.
- 37.3.15. Training for Non-Paramedics. While the City will make an effort to provide training during on-duty time, compensation and travel expenses will not be provided for any off duty training attended by Firefighters seeking to obtain qualification and certification to become a paramedic.
- 37.3.16. Historic Note: At the time the City began participation in the ALS Paramedic program, the base pay for Firefighter and Fire Captain were increased by 1.85%. As a result, any Firefighter or Fire Captain may be assigned to duty in a paramedic support position operating within the parameters of the Countywide ALS Paramedic Program.

38. Discipline

- 38.1. The City may discharge, suspend, or demote any employee who has completed the probationary period for cause. No employee shall be discharged unless a written warning notice shall previously have been given to such employee regarding the employee's work or conduct, except that no such prior warning shall be required if the cause for the employee's discharge is a serious incident of dishonesty or insubordination, or use of illicit drugs, use of alcoholic beverages related to employment, or failure to perform as required.

38.2. In cases where a prior warning notice is required prior to discharge, such discharge shall not necessarily have to be based on the same type of misconduct as that which gave cause for the prior warning notice. Any discharged, suspended, or demoted employee shall be furnished with the reasons for such action in writing, with a copy of such letter furnished by the Union.

38.3. Letters of Reprimand Not Subject to Grievance Procedure

38.3.1. Notwithstanding any other provision of this MOU, a Letter of Reprimand issued by the city to any employee shall be handled only in accordance with the provisions of this section, and shall not be subject to the grievance procedure as provided in *Section 40*.

38.3.2. The employee shall have (30) days within which to file a written response. Such written response shall be attached to, and shall accompany the Letter of Reprimand.

38.3.3. Upon written request of the employee, a Letter of Reprimand shall be purged from the employee's work record after retention for a period of twenty-four (24) months. This provision shall include removal of Letters of Reprimand issued prior to January 1, 1993.

38.3.4. Within ten (10) calendar days after receipt of a Letter of Reprimand, the employee may, in writing, appeal such to the City Manager for administrative review. The City Manager shall, after affording the employee the opportunity to personally meet with him or her, consider the basis for issuance and such written and/or oral objections presented by the employee. Thereafter, the City Manager shall either affirm, rescind, or otherwise modify the disciplinary action.

38.3.5. In the event a Letter of Reprimand issued subject to this section is subsequently used to evidence that progressive disciplinary action has been considered in determining the extent of a more severe disciplinary action, such letter(s) with any employee response attached thereto as provided in *Subsection 38.3.2*, shall be submitted on appeal to the reviewing authority for such consideration as the reviewing authority deems appropriate.

38.4. Pre-Disciplinary Conferences

38.4.1. No regular employee shall be demoted, suspended, or discharged for a disciplinary purpose except in accordance with the provisions of this section; provided, however, that this section shall not apply to suspensions of less than five (5) days for employees working forty (40) hour workweeks, or to suspensions of less than three (3) shifts for shift employees.

38.4.2. Whenever the City Manager proposes to demote, suspend, or discharge a regular employee in a case in which this section is applicable, the City Manager shall conduct an informal conference at which the employee shall have the right to respond to the charges. The City Manager shall provide the employee with written notice of the conference not less than five (5) days prior thereto. The notice shall state the nature of the proposed

disciplinary action and the reasons therefore. The notice shall also include a copy of the charges and materials upon which the proposed action is based.

- 38.4.3. At the conference, the employee shall have the right to present an oral and/or written response to the proposed action. Thereafter, the City Manager shall determine, based upon such response and the materials upon which the proposed action was based, whether to impose the action initially imposed, lesser action, or to take no action. The City Manager shall promptly notify the employee in writing of such decision.
- 38.4.4. If, prior to the conference, the employee presents to the City Manager a written request that the City Manager disqualify himself/herself from conducting the conference due to bias or prejudice, the City Manager shall assign a designee having no supervisory control over the employee to conduct the conference. At the conclusion of the conference, the conference officer shall recommend to the City Manager the disciplinary action to be taken, if any, and the City Manager shall make the necessary determination and promptly notify the employee in writing of such decision.

39. Suspension

39.1. Suspension without Pay

- 39.1.1. An employee in a classification of employment set forth in Appendix “A” hereto may be suspended without pay for a disciplinary purpose.
- 39.1.2. Chief Officers shall have the power to suspend a subordinate employee without pay for not more than one work day or one work shift. The supervisor shall immediately notify the department head of the suspension. The department head shall have the power to rescind the suspension. The department head shall immediately notify the City Manager of the suspension in writing. The City Manager shall have the power to rescind the suspension, overturn a decision of a department head to rescind the suspension, extend the suspension, reduce the suspension, or issue oral or written reprimand in lieu of suspension.
- 39.1.3. A department head shall have the power to suspend a subordinate employee without pay for not more than five work days (in the case of an employee working a 40-hour workweek) or two shifts (in the case of an employee working shifts). The department head shall immediately notify the City Manager of the suspension in writing. The City Manager shall have the power to rescind, extend, or reduce the suspension, or issue oral or written reprimand in lieu of suspension.
- 39.1.4. The City Manager shall have the power to suspend a subordinate employee for an amount of time the City Manager deems appropriate.

39.2. It is the intent of this section to allocate to the department head and to Chief Officers the power to impose minor suspensions without the approval of the City Manager, but with immediate notice to him/her, to enable the department head and supervisors to take immediate action to remedy employee misconduct which may pose an immediate threat to the health, safety, or welfare of other employees or the public at large.

39.3. Administrative Leave with Pay

- Chief Officers, a department head, or the City Manager shall have the power to place a subordinate employee on Administrative Leave with Pay status pending investigation of a matter in which the employee may be involved which may lead to disciplinary action against him/her, or pending consideration of possible disciplinary action against him/her, or where his/her continued presence would, in the judgment of the supervisor, department head, or City Manager, jeopardize his/her health or safety or that of others. A Chief Officer placing an employee on such leave shall immediately notify the department head, who shall immediately notify the City Manager. The City Manager has the power to rescind, extend or otherwise modify the employee's status.

40. Grievance Procedure

- 40.1. Definition. A grievance procedure if any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, or any provision of the Personnel Rules, or written rules of the Fire Department. All ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by this Memorandum of Understanding, the Personnel Rules, or the Fire Department rules, are excluded from the grievance procedure, and are not covered by the procedures set forth in this section.
- 40.2. Initial Presentation. The initial (first level) presentation of a grievance shall be to the immediate supervisor of the employee claiming to have a grievance. The grievance may be either oral or in writing. If made in writing, the grievance shall comply with the requirement of *Subsection 40.3* for a formally presented grievance.
- 40.3. Formal Presentation. The formal presentation of a grievance shall be written and shall state which provision of this Memorandum of Understanding, Personnel Rule, or Fire Department rule has been misapplied to his/her detriment, and shall indicate the redress sought. The grievance shall be signed by the individual allegedly aggrieved, the grievance may be signed by a duly authorized representative of the Union. If the grievance is signed by such Union representative the grievance shall indicate the names of those on whose behalf it is filed and shall state that the Union representative is authorized to file such grievance on behalf of such person. In the event the person to whom the grievance is presented determines that the grievance is defective on its face, s/he shall reply in writing to the filer within seven days after receiving the grievance, indicating in writing the specific defects. The reply shall specify that the grievant has ten days to correct the defects or the grievance shall be deemed to be withdrawn. If the grievance is not corrected within said ten-day period, it shall be deemed to have been withdrawn. This subsection is intended to avoid unnecessary grievances. The failure of an individual to file a grievance in a particular situation does not of itself establish a past practice. The fact that a probationary employee has filed a grievance or has authorized the Union to file a grievance shall not be taken into account by the City in any evaluation of his/her work performance.

- 40.4. Time Limits. Grievance shall be filed within 15 days of the incident or occurrence about which the employee claims to have a grievance.
- 40.5. Representation. The grievant shall have the right at all steps of the grievance procedure to be represented by a person or organization of his/her own choosing.
- 40.6. Effect of Grievance. The making or filing of a grievance shall not prevent the City or any authorized employee of the City from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken even though the action may involve or be part of the subject matter of the grievance.
- 40.7. Disciplinary Matters. In the event an employee feels that a discharge, suspension, or demotion is unjust, the employee shall have the right to appeal the case through the grievance procedure by filing a grievance procedure through the City Manager within ten (10) days from the date the employee was notified of the action. Untimely appeals shall not be entertained under the grievance procedure. Upon the timely filing of a grievance, the provisions of *Subsections 40.15 through 40.20*, inclusive, shall apply. The discharge of probationary employees shall not be subject to the grievance procedure.
- 40.8. Days. The time limits provided herein refer to calendar days.
- 40.9. Waiver of Time Limits. The time limits provided herein may be waived by the mutual consent of the parties.
- 40.10. Department Head / Chief Officer
 - 40.10.1. If Chief Officers are assigned to work 24-hour shifts, the following provisions of this paragraph shall apply:
 - 40.10.1.1. A grievance which is not settled at the first level may, within 10 days of the decision of the supervisor, be appealed in writing to the Chief Officer. If so appealed, the grievance, unless previously formally presented, shall be presented as provided in *Subsection 40.3*. The department head shall render his/her decision and comments in writing and return them to the employee within 10 days after receipt of the formal grievance.
 - 40.10.1.2. A grievance which is not settled at the Chief Officer level may, within 10 days of the decision of the Chief Officer, be appealed, in writing, to the department head. If so appealed, the grievance, unless previously formally presented, shall be presented as provided in *Subsection 40.3*. The department head shall render his/her decision and comments in writing and return them to the employee within 10 days after receipt of the formal grievance.
 - 40.10.2. If Chief Officers are not assigned to work 24 hour shifts, the following provisions of this paragraph shall apply:
 - 40.10.2.1. A grievance which is not settled at the first level, within 10 days of the decision of the supervisor, be appealed in writing to the department head. If so appealed, the grievance, unless previously formally presented, shall be presented as

provided in *Subsection 40.3*. The department head shall render his/her decision and comments in writing and return them to the employee within 10 days after receipt of the formal grievance.

- 40.11. Power of immediate supervisors and department heads in resolving grievances. In the resolution, or decision of a grievance, no immediate supervisor, Chief Officer, or department head shall modify any procedure of rule within the department unless s/he shall have received the written approval of the City Manager. However, the immediate supervisor, Chief Officer, and department head may interpret and apply existing procedures or rules.
- 40.12. City Manager. A grievance which is not settled at the department head level may be appealed in writing to the City Manager within 10 days of the decision of the department head. Within 10 days after receipt of the appeal, the City Manager shall set a date, which is not more than 10 days from the date of receipt of the appeal, to meet with the grievant and with other appropriate persons to attempt to resolve the grievance. If a solution is not agreed upon, the City Manager shall render a decision within 10 days of the meeting.
- 40.13. While a grievance appeal is pending before the City Manager, the parties, by mutual agreement, may request mediation. If the parties are unable to agree upon the mediator, they shall request the California State Mediation Service or a suitable alternate to provide a mediator. Costs of mediation shall be divided one-half to the City and one-half to the employee. The mediator or mediating agency shall make no public recommendations, nor take and public position concerning the issues, but shall work directly with the parties involved.
- 40.14. Arbitrator Determination. A grievance which is not settled by the City Manager may be appealed in writing for final determination by an arbitrator. The written notice of appeal must be filed with the City Manager within 10 days of the date of his/her written decision.
- 40.15. Selection of Arbitrator. Within 10 days after the filing of the appeal, the City Manager and the grievant shall meet or otherwise communicate to try to select a mutually acceptable arbitrator who agrees to serve. If the parties cannot agree, a list of five arbitrators will be obtained from the California State Conciliation service, American Arbitration Association, or some other source mutually agreed upon. If the parties cannot agree on one of the names from the list, each party (beginning by lot) shall alternately strike one name from the list until one name remains, who shall be the arbitrator if s/he agrees to serve. If s/he will not serve, the process shall be repeated until an arbitrator is found.
- 40.16. Hearing. The arbitrator shall promptly hold a hearing and shall issue his/her decision not later than 30 days following the date of the hearing.
- 40.17. Decision. The decision of the arbitrator shall be in writing and shall set forth the findings of fact and conclusions on the issues. It shall be submitted to the City Manager and the grievant and shall be final and binding upon the parties.

- 40.18. The arbitrator shall meticulously avoid expanding or contracting the definition of a grievance when the issue of arbitrability is at issue.
- 40.19. Limitation. The authority of the arbitrator to render final and binding decisions on grievances extends only to those matters covered by this grievance procedure and over which the City or a department head may legally delegate its decision-making process.
- 40.20. Costs. The fees of the arbitrator (including any per diem expenses, travel and subsistence expenses), the cost of any hearing room, and the cost of preparing the transcript of the hearing, if any, for the arbitrator shall be borne one-half by the City and one-half by the grievant. All other costs and expenses shall be borne by the party incurring them.
- 40.21. Exclusiveness of Remedy. The grievance procedure shall be the exclusive remedy for matters which are grievable thereunder.

41. Loss of Driver's License

- 41.1. An employee whose driver's license is suspended or revoked as a result of the employee's use of drugs or alcohol or moving violations for a period of six (6) months or less so as to prevent the employee from lawfully operating a vehicle during the course of his or her duties, where operating a vehicle is part of the regular course of employment, may be suspended without pay or benefits for that period by the Fire Chief and/or City Manager. The employee may appeal the Fire Chief's recommendation to the City Manager. The City Manager's decision is final. If the loss of such driver's license is attributable to the use of alcohol and/or drugs, the employee shall agree to and shall faithfully participate in a counseling and rehabilitation program agreed to by the City to correct the problem. Failure to agree and to faithfully participate in such program shall constitute for a cause for dismissal.
- 41.2. Any suspension or revocation of the driver's license of an employee for a period of more than six (6) months which prevents the employee from lawfully operating a vehicle during the course of his or her duties, where operating a vehicle is a part of the regular course of employment, or any future of an employee to notify the City of any suspension or revocation of his or her driver's license, regardless of duration, shall constitute a cause for dismissal.
- 41.3. If an employee does not have a valid driver's license for reasons other than suspension or revocation of such license, the City may direct the employee to obtain his or her license within three (3) working day at the Department of Motor Vehicles (DMV). All time missed from work shall be deducted from accumulated vacation, holiday, or compensatory time. If the employee does not obtain his or her driver's license within the required time, the employee be treated as if his or her driver's license has been suspended or revoked for a period of sick (6) months or less.

42. Separate Agreements Prohibited

- 42.1. The City shall not enter into separate agreements with employees within the bargaining unit as to wages, hours, and terms and conditions of employment, except as to an employee who has undertaken to represent himself/herself as to labor relations with the City in a timely matter.

43. Conversion of Accruals Upon 40-Hour Workweek – Shift Reassignments

- 43.1. Whenever an employee is reassigned from a 40-hour workweek to a shift assignment, or vice versa, the number of hours accrued vacation, compensatory time, overtime, sick leave, or other accrued time shall be converted by the following formula: 1 hour of time for 40-hour workweek equals 1.4 hours of time for shift assignment.
- 43.2. This section shall have no effect on the rates of accrual set forth in other sections of this Memorandum of Understanding. This section only applies to conversion of hours accrued.

44. Shift Exchange

- 44.1. The following shift exchange policy shall be followed:
- 44.2. The existing request form shall be submitted not less than 48 hours prior to shift exchange.
- 44.3. An employee shall have a right to at least six (6) shift exchanges of duty a year. If the number of shift exchanges causes a management problem, the City and the Union shall meet and confer to agree how this policy can be modified to correct the problem. The City Manager, after meeting and conferring, may reduce the number of exchanges permitted.
- 44.4. If permitting more than six consecutive shifts becomes a management problem, the City Manager will meet and confer with the Union to discuss the problem, and may then unilaterally add the following working to the Memorandum of Understanding: “In no case by reasons of an exchange of duty shall a person be off duty more than (6) consecutive shifts.”
- 44.5. The exchanges of duty shall be on the basis of Captain for Captain, Captain for acting Captain, comparable driver for driver, Fire Fighter for Fire Fighter, Fire Fighter for probationary Fire Fighter (after six months of employment), and probationary Fire Fighter for probationary Fire Fighter including recognition of paramedic staffing. All shift exchanges shall be subject to the approval of a Chief Officer.
- 44.6. Revised Shift Bid Selection Process

- The City shall provide a method for the selection of platoon, station, vacation leave and holiday leave as a part of the Fire Department's administrative policy directives as developed by the Fire Chief. The City agrees to meet and confer with the Union as to any changes in this administrative procedure.

45. No Strike

- 45.1. Participation in any job action, as defined in *Section 20.10* of this Memorandum of Understanding by an employee pertaining to his/her employment with the City of San Bruno shall constitute an automatic resignation from the position, which position shall be deemed for all purposes to be vacant.
- 45.2. If the Union, its officers, or its authorized representatives violate *Subsection 45.1* or tolerate the violation of such provision, and after notice to responsible officers or business representatives of the Union such officers or representatives fail to take such prompt affirmative action to correct and terminate the conduct described in *Subsection 45.1*, in addition to any other law, remedy, or disciplinary action to which it or its officers or representatives may subject, said organization shall, by action of the City Manager, also be subject to suspension or revocation of the recognition granted to such Union, and the City Manager may suspend or cancel any or all payroll deductions payable to or in behalf of members of such Union, and prohibit or restrict the use of any City facility of any nature whatsoever, and restrict access by said officers or representatives to work or duty stations of employees in the representation unit. Such action on the part of the City Manager shall not be subject to review under the provisions of the grievance procedure.

46. CPR Instruction

- 46.1. CPR instruction will be conducted between the hours of 8:00 a.m. and 5:00 p.m. Should the City in the future consider changing the hours for CPR instruction mentioned above, the City will meet and confer with the Union prior to instituting such change, but reserves the right to make a change in the program after meeting and conferring.
- 46.2. CPR instruction may be taught on an over-time basis dependent on operational needs of the department with the understanding that consideration will be given to ensure training of non-city personnel it not interrupted by need for assigned personnel to respond to calls.

47. Union Charter

- 47.1. The Union is permitted to display its charter in a mutually acceptable place in the nonpublic area at each Fire Station.

48. Shopping for Meals; Common Mess

- 48.1. The provisions of this section are adopted to assure that all members of fire companies will be available at all times to respond to emergency call as quickly and efficiently as possible.
- 48.2. All employees on each shift at each station shall attend a common mess at the station for

consumption of meals. Such members shall contribute in equal shares for the cost of the meals. The amount of the contribution and procedures for its collection shall be established at each station by the Station Fire Captain on each shift, or other designated method when there are multiple captains assigned to a station. The Station Captain may delegate the duty of collecting such contributions.

- 48.3. The Station Fire Captain on each shift at each station shall appoint a cook, who shall be responsible for selecting the menu, supervising the purchase of groceries, cooking, and serving the meals. Members shall be appointed on a rotating basis or otherwise, as determined by the Station Fire Captain.
- 48.4. The Fire Chief or designee shall provide administrative direction regarding provision of common meals. The Station Fire Captain shall determine the most appropriate method, consistent with departmental procedures, for provision of common meals for his or her assigned shift.
- 48.5. The City shall not be financially liable or responsible for the cost of any meal, or the preparation thereof, or for the collection of any funds, or for any other costs undertaken in connection with the provisions of this section.
- 48.6. At any time management believes that the public can be better served by scheduling certain department activities on Saturdays and Sundays when the public is not working, it shall remain free to do so (i.e., home inspections, CPR classes, open houses, etc.)
- 48.7. The right to unilaterally discontinue this policy is reserved.

49. Attendance

- 49.1. Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return shall be cause of immediate discharge, and such employee automatically waives all rights under the Personnel Rules, Regulations, Ordinances and this Memorandum of Understanding. Notice shall consist of a letter by registered mail delivered to the last known address of the employee.

50. Past Practices and Existing Memorandum of Understanding

- 50.1. Continuance of working conditions and practices not specifically provided herein shall not be guaranteed by this Memorandum of Understanding. The City shall not be relieved of its obligation to meet and confer with the Union regarding changes in working conditions and practices where otherwise required by law.
- 50.2. Specific provisions of this Memorandum of Understanding shall supersede all existing and prior memoranda of understanding between City and the Union, Personnel Rules, Regulations, Resolutions, and Ordinances on the same subject.

51. Negotiable Benefits

- 51.1. The inclusion of certain benefits in this Memorandum of Understanding shall not preclude the City and the Union from meeting and conferring and agreement upon other or substituted benefits in subsequent memoranda of understanding.

52. Severability of Provisions

- 52.1. Should any section clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.
- 52.2. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for the provisions rendered or declared illegal.

53. Term

- 53.1. This Memorandum of Understanding, except as otherwise noted, shall remain in effect for those employees employed in the classifications set forth in Appendix "A" for the period from January 1, 2018, and until December 31, 2020, except to the extent that such Memorandum of Understanding may be modified by the parties during such period, and shall continue in full force and effect until either superseded by a subsequent Memorandum of Understanding or by such other action of the City Council affecting wages, hours, and conditions of employment of the employees in classifications covered by this Memorandum of Understanding.

For the City of San Bruno

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Alex D. McIntyre, City Manager

1/26/2024

Date

*For the San Bruno Professional Firefighters
Association, represented by Teamsters Local 856*

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Peter Finn, Secretary-Treasurer, Teamsters 856

1/25/2024

Date

Appendix A: Salary Schedule

Effective first full pay period following January 1, 2022

	STEP 1	STEP 1	STEP 1	STEP 1	STEP 1
Firefighter	8,507	8,954	9,424	9,919	10,440
Fire Captain	10,294	10,834	11,403	12,002	12,632
Fire Inspector	7,869	8,282	8,717	9,175	9,657

**SIDE LETTER OF AGREEMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN BRUNO
AND SAN BRUNO PROFESSIONAL FIREFIGHTERS' ASSOCIATION TEAMSTERS
LOCAL 856, IBT
UPDATING THE EDUCATION/CERTIFICATION
INCENTIVE VALUE SECTION OF THE MOU**

The parties agree to the following addition under the Education/Certification Incentive Value Section of the MOU, contingent on final approval by the City Council:

**EDUCATION/CERTIFICATION INCENTIVE VALUE
(Supersedes Education/Certification Incentive Value in the Fire MOU)**

December 12, 2023

CURRENT TITLE	REVISED TITLE	CURRENT PERCENTAGE	REVISED PERCENTAGE
DEGREES			
BA/BS Degree In Fire Science, Business, Management, Public Administration, or closely related program		4.0%	
Master's Degree In Fire Science, Business, Management, Public Administration, or closely related program		6% (includes 4% for BA/BS)	2.0%
OFFICER			
Chief Officer Certification	Chief Fire Officer	3.5%	
Fire Officer Certification	Company Officer	3.0%	
INSTRUCTOR			
Fire Instructor I Certification	Fire and Emergency Services Instructor 1	1.0%	
Fire Instructor II Certification	Fire and Emergency Services Instructor 2	1.0%	
Fire Instructor III Certification	Fire and Emergency Services Instructor 3	1.0%	
Master Instructor (or Level III Instructor) Certification		3.50%	
DRIVER/OPERATOR			
Driver Operator Certification	Fire Apparatus Driver/Operator – Pumping Apparatus	2.0%	
HAZARDOUS MATERIALS			
Hazardous Materials Technician Certification		1.0%	
Hazardous Materials Specialist Certification		1.0%	
CPR/AED			
American Red Cross or American Heart Association Instructor	CPR & AED Instructor	1.00%	2.0%

TRUCK OPERATIONS			
Confined Space Rescue Technician		1.0%	
Low Angle Rope Rescue Operational	RRAO – Rope Rescue Awareness Operations	0.5%	
Trench Rescue		0.5%	
Rescue Systems I Certification		1.0%	
Rescue Systems II Certification		1.0%	
WILDLAND Courses Recommended for Wildland Deployments			
S-200 Initial Attack Commander		0.5%	
S-231 Engine Boss		0.5%	
S-234 Field Observer		0.5%	
S-215 Wildland Urban Interface		0.5%	
S-290 Intermediate Wildland Fire Behavior		1.0%	
S-300 Extended Attack Commander	S-300 Extended Attack Incident Commander	0.5%	
EOC OPERATIONS			
S-359 Medical Unit Officer	S-359 Medical Unit Leader	0.5%	
S-404 Safety Officer		0.5%	
S-346 Situational Unit Leader	S-346 Situation Unit Leader	0.5%	
S-349 Resource Unit Leader		0.5%	
FIRE INVESTIGATION			
Fire Investigation Certification (Level I)	Qualified Fire Investigator (California State Fire Marshal)	1.0%	2.0%
Fire Investigation Certification (Level II)		1.0%	
Explosives Recognition and Reconnaissance	Explosives Recognition & IED Exploitation (ERIE)	1.0%	
Fire Prevention Officer Certification	Fire Inspector I	1.0%	
Fire Protection Specialist Certification	Fire Inspector II	1.0%	
Plans Examiner Certification	Plans Examiner	1.0%	
Fire Marshal Certification	Fire Marshal	1.0%	
Public Education Officer I	Fire and Life Safety Educator	1.0%	
Fire Arson Detection		0.5%	

All other terms and conditions of the MOU not specifically modified by this Side Letter Agreement shall remain in full force and effect.

CITY OF SAN BRUNO

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Alex D. McIntyre, City Manager

1/25/2024

Date

UNION

DocuSigned by:

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Peter Finn, Secretary-Treasurer, Teamsters
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1/25/2024

Date