

# **Memorandum of Understanding On Wages, Hours and Other Terms and Conditions of Employment**



**IAFF LOCAL 1689  
AND THE  
CITY OF FREMONT**



**TERM OF AGREEMENT  
JULY 1, 2019 – JUNE 30, 2021**

CITY OF FREMONT  
MEMORANDUM OF UNDERSTANDING  
FREMONT FIRE FIGHTERS, IAFF LOCAL 1689  
JULY 1, 2019 - JUNE 30, 2021

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MEMORANDUM OF UNDERSTANDING  
ON  
WAGES, HOURS, AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT  
OF AND BETWEEN  
CITY OF FREMONT AND  
FREMONT FIRE FIGHTERS, IAFF LOCAL 1689

ARTICLE 1- ADMINISTRATIVE

**1.1: PARTIES TO UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter referred to as City), and FREMONT FIRE FIGHTERS, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1689 (hereinafter referred as Union), pursuant to Government Code 3500, et seq. This MOU covers all classes of employment set forth in Appendix "A" attached hereto and made a part hereof.

**1.2: RECOGNITION**

The City recognizes the Union as the exclusive representative for the purposes of establishing wages, hours and other terms and conditions of employment for full-time employees in the classified service who are employed in the classes of positions set forth in Appendix "A," attached hereto and made a part hereof, as well as position classifications that may be added or deleted by mutual agreement in writing between said Union and the municipal employee relations officer.

**1.3: STATE LAW COMPLIANCE**

This MOU complies with the provisions of Section 3500, et seq., of the Government Code of the State of California, and Chapter 4.5, Title 2 of the Fremont Municipal Code, in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

**1.4: CITY COUNCIL APPROVAL**

It is the mutual understanding of the parties hereto that this MOU is of no force or effect in regard to matters within the authority of the City Council until such matters are submitted to, and accepted by, the City Council.

**1.5: CITY RIGHTS**

The City reserves, retains and is vested with any management rights not expressly granted to the Union by this agreement, the Personnel Rules or the Employer-Employee Relations Ordinance. These City rights include but are not limited to the right to:

## ARTICLE 1- ADMINISTRATIVE

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- 1.5.1 Determine and modify the organization of City government and its constituent work units.
- 1.5.2 Determine the nature, standard, levels and mode of delivery of City services.
- 1.5.3 Determine the methods, means, number and kind of personnel by which services are provided.
- 1.5.4 Impose discipline subject to applicable law and the provisions of this understanding.
- 1.5.5 Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons subject to the Personnel Rules.

Nothing in this section shall relieve the City of its obligation to meet and confer on the impact of the exercise of rights enumerated in this section.

### **1.6: TERM OF UNDERSTANDING**

This MOU incorporates all modifications regarding wages, hours, and other terms and conditions of employment. The term of this Memorandum of Understanding shall be July 1, 2019 through June 30, 2021.

### **1.7: TOTAL AGREEMENT**

- 1.7.1 This MOU sets forth the full and entire understanding of the parties regarding matters set forth herein. All prior Memoranda of Understanding are hereby superseded or terminated in their entirety.
- 1.7.2 All ordinances, resolutions, administrative regulations, departmental rules and regulations, personnel policies and procedures and management rights not specifically addressed within this MOU shall remain in full force and effect.
- 1.7.3 No verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this MOU, shall supersede or vary the provisions herein.
- 1.7.4 Except as specifically provided herein, it is agreed and understood that each party hereto waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered in this MOU during the term of this MOU, except as required by law.
- 1.7.5 The waiver of any breach of a term or condition of this MOU by either party shall not constitute a precedent nor waiver of the future enforcement of all or any terms and provisions herein.

**1.8: VALIDITY OF MEMORANDUM**

Should any article, section, or portion of this MOU be rendered unlawful and unenforceable by any subsequent legislative enactment, state regulation or court of competent jurisdiction, only the specific article, section, or portion at issue shall become invalid and the remainder of this MOU shall not be affected thereby.

**1.9: NO DISCRIMINATION**

The parties agree that neither of them shall discriminate against any employee by reason of race, color, creed, age, marital status, sexual orientation, gender, disability, or national origin. An employee seeking to utilize the arbitration process, claiming a violation of this paragraph, shall make an election of remedies between arbitration and any other remedy available at law, through local, State or Federal statute, including but not limited to Title VII of the Civil Rights Act of 1964, as amended. No employee shall be allowed to arbitrate claiming a violation of this subparagraph if that employee cites the same underlying facts in pursuing any other remedy available at law, through local, State or Federal statute, including but not limited to Title VII of the Civil Rights Act of 1964. When an employee seeks to arbitrate claiming a violation of this subparagraph, the City, the Union and the employee shall enter into a complete written agreement which provides that in exchange for the agreement to voluntarily settle the dispute through binding arbitration, the employee agrees to waive his/her right to pursue any other remedy otherwise available through local, State or Federal law, including but not limited to those forums available to assert rights pursuant to Title VII of the Civil Rights Act of 1964. Such agreement shall contain a provision that the employee has been advised of his/her right to consult an attorney and/or a local, State or Federal anti-discrimination agency regarding his/her discrimination claim and that his/her consent to the binding arbitration agreement is voluntary and knowing. The above election of remedies shall be made before arbitration (see Sections 6.4, et seq.).

Further, the parties agree that neither shall discriminate by reason of Union membership, non-membership, or protected Union activity.

**1.10 MEET AND CONFER REGARDING PERSONNEL RULES**

The City and Union agree to meet and confer regarding revisions to the City's Personnel Rules (Resolution #688) and the Administrative Regulation 2.20 Layoff Procedure Implementation during the term of this MOU.

**1.11 FIREFIGHTER TRAINEE CLASSIFICATION**

The parties agree to the inclusion of the Firefighter Trainee classification in the bargaining unit represented by the Union. Appointments to the Firefighter Trainee classification are temporary appointments and time spent as a Firefighter Trainee will not count towards the probationary period for Firefighter.

## ARTICLE 1- ADMINISTRATIVE

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The Firefighter Trainee is a temporary non-sworn classification. The Firefighter Trainee classification's sole duty will be to participate in a Firefighter Academy training program sponsored by the City.

In the event that the City wishes to establish a non-traditional training program for employees in the Firefighter Trainee classification, the parties agree to meet and confer over the impact of that non-traditional program on the terms and conditions of employment of bargaining unit members.

### 1.11.1 Type of Appointment

All appointments to the Firefighter Trainee classification will be temporary appointments, meaning that the appointment is for a definite term with a fixed expiration. Firefighter Trainee appointments will be for the term of the Academy for which they are hired and will terminate no later than one week after the graduation date of that Academy. Firefighter Trainees who graduate from the Academy may be appointed to the Firefighter classification immediately upon graduation.

As temporary appointments, Firefighter Trainees have no due process rights and are not subject to the disciplinary procedures of this agreement (i.e., they can be terminated for failure to complete the Academy or for any other lawful reason, and their appointment will terminate automatically at the end of the Academy).

Firefighter Trainee is a non-sworn classification and Firefighter Trainees are not entitled to benefits available only to sworn members, including but not limited to the Firefighter Procedural Bill of Rights FBOR or Workers Compensation Benefits under Labor Code Section 4850.

### 1.11.2 Trainee Benefits

Employees in the Trainee classification will be entitled to all benefits provided in this MOU with the following exceptions:

Article 3 – Trainees may not elect Holiday Payout under Section 3.6.

Article 4 – Trainees do not qualify for Longevity Pay under Section 2.2. Trainees do not qualify for any Premium Pays under Section 2.4. Trainees do not qualify for Education Incentive Pay.

Article 5 – Trainees do not qualify for safety retirement under the Public Employees Retirement Law and will be subject to the miscellaneous pension benefits provided through the City's contract with CalPERS.

Article 6 – Trainees are not subject to the discipline or FOBR provisions in Section 6.5 and 6.7.

Article 8 – Trainees do not qualify for shift trades under Article 8. Trainees will be on a 40-hour schedule and will not be assigned to a 56-hour shift schedule.

## ARTICLE 2 - SALARIES AND OTHER COMPENSATION

### 2.1: SALARIES

- 2.1.1 Effective the first full pay period in July 2019, salaries shall increase by 4.0%.
- 2.1.2 Effective the first full pay period which includes July 1, 2020, salaries shall increase by 4.0%.

### 2.2: LONGEVITY PAY

In exchange for the elimination of the 26, 27 and 28 year longevity pay tiers, the salaries and classifications of the positions listed in Appendix A of this MOU were increased on June 28, 2015 and an additional 0.5% effective June 26, 2016 as an offset to the additional employer costs associated with longevity pay.

For employees hired on or before December 31, 2015, the following longevity pay provisions will apply:

- 2.2.1 Employees who have completed 19 years of continuous service shall receive an additional 1.8% of current base pay.
- 2.2.2 Employees who have completed 26 years of continuous service shall receive an additional 5.8% of current base pay.
- 2.2.3 Employees who have completed 27 years of continuous service shall receive an additional 3.0% of current base pay.
- 2.2.4 Employees who have completed 28 years of continuous service shall receive an additional 1.4% of current base pay.
- 2.2.5 For purposes of Longevity Pay, Union City fire service shall count as City of Fremont service for those employees who came to the City of Fremont in 1994 as part of the original Union City fire services contract.

For employees hired on or after January 1, 2016, the following longevity pay provisions will apply:

- 2.2.6 Employees who have completed 19 years of continuous service shall receive an additional 2.5% of current base pay.

## ARTICLE 2 - SALARIES AND OTHER COMPENSATION

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2.2.7 Employees who have completed 24 years of continuous service shall receive an additional 2.3% of current base pay.

Employees hired on or before December 31, 2015 shall be entitled to make a one-time election to be bound by the new longevity plan (Sections 2.2.6 and 2.2.7) and corresponding vacation leave accrual schedule prospectively by providing written notification to the Department of Human Resources. The new longevity and vacation leave accrual schedules will be implemented as quickly as administratively possible but in no event sooner than the first payroll period following receipt of the written notification. The election is irrevocable and once the employee elects to be bound by the new longevity plan (Sections 2.2.6 and 2.2.7) and corresponding vacation leave accrual schedule, they will not be allowed to revert back to the old longevity plan.

It is the mutual intent of the parties that the additional compensation resulting from longevity pay shall be deemed "reportable compensation" by the California Public Retirement System (CalPERS). In the event that CalPERS ceases to consider longevity pay, as described in section 2.2, to be reportable compensation, the City will nevertheless continue to pay the additional base salary. Additionally, if this should occur, the City and Union agree to explore other options to fulfill the original intent of this benefit without an increase to the original cost projection of this benefit to the City.

### **2.3: TEMPORARY UPGRADE PAY**

2.3.1 Any unit member may be assigned to work out-of-class in an acting capacity of a higher rank. A unit member assigned to act in a higher rank or specialty shall be paid five (5%) percent in addition to the unit member's base rate of pay. Unit members, who perform as an acting Battalion Chief for thirty (30) or more consecutive calendar days, shall be paid at the first step of the Battalion Chief classification or Five Percent (5%) whichever is greater for the entire period of the acting out-of-class assignment. Temporary Upgrade Pay shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law.

2.3.2 In no event shall any person serving in an acting capacity be compensated for more than twenty-four (24) hours of Temporary Upgrade Pay for any regular twenty-four (24) hour shift.

2.3.3 Assignment of employees to serve in an acting capacity, as defined above, shall be based upon methods determined by the Department Head.

2.3.4 Nothing in this section shall limit management's authority to assign employees temporarily to a position of a higher class for the purpose of providing training in the work of the position. Such temporary training assignment shall not constitute service in an acting capacity, as defined above.

2.3.5 Payroll documentation for authorized Temporary Upgrade Pay must be submitted for payment in the same pay period as the shift worked.

**2.4: SPECIAL ASSIGNMENT PAY**

2.4.1 Special Operations Task Force

Effective January 1, 2008, the Fire Department will establish a Special Operations Task Force (SOTF) to respond to Hazardous Materials incidents, Technical Rescue incidents, and other low frequency, high risk incidents. The SOTF shall consist of three (3) companies and up to twenty-seven (27) members with a minimum of six (6) members on duty each shift. Employees who bid SOTF positions at the beginning of the triennial bid process shall receive the option to remain in the program for an additional bid cycle. The Department may temporarily increase the maximum number of SOTF members from 27 as necessary in the case of employees being off work for a medical leave.

While assigned to SOTF duties, a unit member shall be paid seven and one-half (7.5%) percent premium in addition to the unit member's regular base rate of pay. This premium pay shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law. When the unit member performs work outside her/his regular work shift, which is a hazardous materials assignment or SOTF assignment, the unit member shall be paid overtime as described in Section 2.5 of this Agreement.

The City and the Union will meet and discuss program details such as certification, qualifications and training required for SOTF members and the application/selection process. The parties understand that the Fire Chief has final approval. The associated processes and procedures will be specified in a Fire Department procedural directive.

A SOTF member assigned to act in a higher rank or specialty shall be paid his or her SOTF premium (7.5%) and shall remain on the team. A SOTF member assigned to act in a higher rank or specialty will not be paid the five (5%) percent Acting Pay in Section 2.3.1.

2.4.2 Tiller Premium

In addition to any other premium pay required by this agreement and the applicable base rate of pay, a unit member assigned to operate the Tiller position on aerial ladder trucks shall be paid \$0.625 per hour for hours worked in the Tiller assignment. Payroll documentation for Tiller Pay must be submitted for payment in the same pay period as the shift worked. Tiller Premium shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law.

### 2.4.3 Training Team Assignment Premium

All Firefighters, Fire Engineers and Fire Captains are eligible for a Training Team Assignment. Up to eighteen (18) such unit members may be assigned by the Fire Chief to the Training Team. At the end of the limited duration Training Assignment, unit members shall be returned to their Firefighter, Fire Engineer or Fire Captain duties and base rate of pay. Unit members qualified for a Training Team Assignment shall be selected by following the Bid Policy Document.

While assigned to the Training Team, the unit member shall be paid \$150 per month in addition to the regular base rate of pay. This Training Team Assignment Premium Pay shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law.

#### 2.4.3.1 Training Subject Matter Experts

Subject Matter Experts (SMEs) may be identified to participate on the Training Team to complement the current training model. SME's shall be identified by and selected to participate at the sole discretion of the Fire Chief or designee.

### 2.4.4 Captain Premium

In addition to the regular Fire Captain base rate of pay, a Captain is eligible for assignment to and premium pay for Paramedic (subject to provisions of Section 2.7.1 Paramedic Pay), Special Operations Task Force, Training Assignment, EMT, and Tiller. While a Captain is earning any of the listed premium pays, each premium shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law.

### 2.4.5 Staff Captain Premium

All members of the Fire Captain class are eligible for a Staff Captain assignment. Staff Captains shall be selected for three (3) year appointments by following the process described in Section 8.7 of this Agreement. At the end of the limited duration Staff Captain assignment, the unit member shall be returned to the Fire Captain duties and base rate of pay.

While assigned to a forty hour (40) per week Staff Captain position, a unit member shall be paid a premium of seventeen and one-half percent (17.5%) in addition to the regular Fire Captain base rate of pay. This Staff Captain's premium pay shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law. A Staff Captain shall not be assigned to and shall not be paid Paramedic, Special Operations Task Force, or Tiller premium pay in addition to the Staff Captain premium pay.

Staff Captains shall be subject to working "Mandatory Overtime," provided they work 49 hours or more of voluntary overtime during the calendar year. Once Staff Captains reach the 49-hour threshold of voluntary overtime, they shall be available to work mandatory overtime on their regularly scheduled days off including holidays. They shall be compensated at the 56-hour overtime rate while so assigned.

#### 2.4.6 Staff Assignment Premium

All unit members are eligible for temporary assignment to a forty-hour (40) workweek schedule to perform special projects. Any unit member assigned to and serving in a staff assignment with a forty hour (40) work week shall be paid a Staff Assignment premium of seventeen and one-half percent (17.5%) in addition to the unit member's regular base hourly rate of pay (and in lieu of suppression FLSA overtime pay), and this premium pay shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law. Employees on staff assignment shall not be assigned to and shall not be paid Paramedic, Special Operations Task Force, or Tiller premium pay in addition to the Staff Assignment premium pay.

Unit members shall be selected and assigned according to the procedure described in Bid Policy Document and/or the Administrative Assignment Selection Process.

As a general rule, these temporary assignments shall not exceed ninety (90) days, and unit members shall not be involuntarily placed in a staff assignment for more than a six month period. At the end of the limited duration, forty (40) hour workweek Staff Assignment, unit members shall be returned to their regular duties and base rate of pay.

#### 2.4.7 Fire Investigator Premium

The City shall provide Fire Investigator pay to six persons selected by the Fire Chief or designee from an interview process (and not via the bid system). Fire Investigator pay is equal to 3% of a top step Firefighter in recognition of this assignment and the need to be available to perform fire investigation duties. This premium pay shall be incorporated into the unit member's compensation reported to CalPERS in accordance with CalPERS law.

All hours worked outside of normally assigned shifts shall be compensated according to the applicable section of this MOU.

### 2.5: OVERTIME COMPENSATION

Overtime compensation for employees in the classified service employed in the classes of positions set forth in Appendix "A" of this Understanding shall be as follows:

## ARTICLE 2 - SALARIES AND OTHER COMPENSATION

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### 2.5.1 Definitions

- 2.5.1.1 FLSA is defined as the Fair Labor Standards Act.
- 2.5.1.2 FLSA Overtime is defined as hours worked in excess of the maximum hours designated by the Fair Labor Standards Act for the FLSA work period adopted by the City.
- 2.5.1.3 Non-FLSA Overtime is defined as hours worked in excess of the employee's normal schedule or shift which is not FLSA overtime.
- 2.5.1.4 Hours Worked is defined pursuant to the FLSA and generally includes time that the employee is performing services that are controlled or required by the City.
- 2.5.1.5 Overtime Pay Rate is defined as one and one-half (1.5) times the regular hourly rate of pay.
- 2.5.1.6 Regular Rate is defined pursuant to the FLSA.
- 2.5.1.7 CalPERS Reporting of Fair Labor Standards Act (FLSA) Premium Pay. The City will report compensation paid for an employee's normal full-time work schedule including the premium pay required by the FLSA. The FLSA states that premium pay must be paid on all hours worked above the normal work week up to the maximum hours designated for the FLSA work period adopted by the City.

### 2.5.2 Work Schedule for Fire Suppression (Shift) Employees

Employees assigned to Fire Suppression shall have a regular work schedule not to exceed 240 hours within the work period of 28 days. The typical work schedule rotation shall consist of two consecutive 24-hour workdays (48 hours) on-duty followed by four (4) consecutive 24-hour days (96 hours) off-duty. Thus, such employees will work an average of 56-hours per week including sleep and meal periods, or 2,912 duty hours per year.

### 2.5.3 Work Schedule for 40 Hour Work Assignments

Employees assigned to Administrative Support shall have a regular work schedule not to exceed 40 hours within a seven consecutive day work period. Thus, such employees would typically work five (5) consecutive days of eight (8) hours each, exclusive of the lunch period, Monday through Friday.

The Fire Chief may direct employees assigned to a 40-hour schedule to work a 56-hour work schedule whenever in his/her judgment such is necessary to provide Fire Department services to the community.

Employees assigned to a 40-hour schedule who work suppression overtime shall be paid such suppression overtime at the 56-hour regular rate.

#### 2.5.4 Overtime Compensation

The following overtime provisions apply:

2.5.4.1 For 7(K), 24-hour shift personnel, overtime shall be paid as follows:

2.5.4.1.1 Hours worked in excess of (1) 48-hour shift shall be paid at one and one half times the employee's regular rate.

2.5.4.1.2 Hours worked beyond 212 in a work period will be paid at one and one-half times the regular rate of pay, plus applicable FLSA differentials.

2.5.4.2 For Fire safety personnel assigned to a 40-hour assignment, overtime will be paid at one and one-half times the employee's regular rate of pay, plus applicable FLSA differentials, for all hours worked in excess of a regular work shift (8-hour day, 10-hour day, etc.).

2.5.4.3 Overtime shall be of at least ten (10) minutes in duration at any one time in order to be compensable.

#### 2.5.5 Compensatory Time Off for 40 Hour Employees

2.5.5.1 Fire suppression personnel may not accrue compensatory time off.

2.5.5.2 Employees with 40 hour work weeks may elect to set a compensatory time bank limit not to exceed 40 hours.

2.5.5.3 For the purposes of determining available compensatory time, the balance to be used is that amount in the employee's bank at the close of the most recent pay period.

2.5.5.4 Forty hour employees will be required to irrevocably elect, prior to working the overtime, whether they wish to receive cash for the overtime or accrue the value of the overtime in a Compensatory Time Off bank (i.e., 1.5 times the overtime hours worked).

2.5.5.5 Employees will not be able to cash out Compensatory Time Off banks except as outlined in Section 2.5.5.6 below. Once accrued overtime is banked as Compensatory Time Off the employee may only access the Compensatory Time Off bank by taking time off.

## ARTICLE 2 - SALARIES AND OTHER COMPENSATION

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- 2.5.5.6 Compensatory Time Off banks will be liquidated (cashed out) at separation or at transfer to a 56-hour week at the regular (non-overtime) rate.
- 2.5.6 Non-discretionary overtime is work time ordered by the Chief of the Department or designated representative.
- 2.5.7. When an overtime situation exists, every attempt will be made to replace personnel on a rank for rank basis. Telestaff will be used to maintain a record of overtime hours for each suppression rank covered by this MOU. In the event no one of the same rank is available, overtime will be assigned to the qualified employee on the lists with the lowest number of accumulated overtime hours for the calendar year pursuant to Section VI. C. of the Classified Relief Policy. Assignments shall depend on the needs of the Fire Department and the City.
- 2.5.8 Payroll documentation for overtime compensation must be submitted for payment in the same pay period as the shift worked.
- 2.5.9 FLSA Work Period. The parties agree to a 28-day FLSA period. Regularly scheduled hours will be 216 hours (9 Shifts) or 240 hours (10 Shifts) during each 28 day FLSA cycle. Thus, the regularly scheduled hours will become 216 or 240, depending on the assigned work schedule for a particular FLSA cycle and the FLSA threshold will be 212 hours.

### **2.6: CALL BACK**

- 2.6.1. Except as outlined in Section 2.6.2 below, bargaining unit employees shall be guaranteed a minimum of three (3) hours of work or, if not provided, a minimum of three (3) hours of pay when they have left work and are called back to work. This minimum guarantee does not apply to employees who are called to work within two (2) hours of their regular starting time. Such three (3) hour guarantees shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.
- 2.6.2. Employees called back for fire investigation duties shall be guaranteed a minimum of four (4) hours of work or if not provided, a minimum of four (4) hours of pay when they have left work and are called back to work. This minimum guarantee does not apply to employees who are called to work within two (2) hours of their regular starting time. Such four (4) hour guarantees shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate.

### **2.7: EDUCATIONAL PAY**

#### **2.7.1 Paramedic Pay**

##### **Firefighter /Fire Engineer**

Firefighters and Fire Engineers assigned by the Fire Chief, or his/her designee, to perform the full range of paramedic duties shall be paid a differential of 10% of step 5 Firefighter.

**Captains**

Effective as soon as is administratively feasible after July 1, 2019 all Fire Captains who obtain and maintain certification as paramedics shall receive a Paramedic Pay premium of 10% of Step 5 Firefighter Pay. ( i.e., all paramedics receive 10% of Step 5 Firefighter, regardless of rank) and are expected to perform the full functions of a paramedic.

All Paramedic premium pays noted above shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law.

Payroll documentation for Paramedic Premium Pay must be submitted for payment in the same pay period as the shift worked.

Employees assigned to the Paramedic program will begin duty at the beginning of a biweekly pay period and will leave the assignment at the end of a biweekly pay period. The Paramedic Premium will increase by the same percentage as that used to increase base salary ranges for the unit during the term of the contract, so that it maintains a rate of 10% above step 5 Firefighter.

Paramedic Premium Pay, as outlined above, is paid when a member obtains and maintains a valid Paramedic certification. Failure to possess and maintain valid certification to the standard set by the Fremont Fire Department will result in sanctions as provided in Article 8, Section 8.6, Maintenance of Certifications and Licenses, as well as suspension of the Paramedic Premium pay until a valid certification is obtained. It is the intent of both parties that paramedics not only maintain licenses and certificates, but also be able to perform skills adequately based on jointly developed performance standards in accordance with Alameda County EMS District protocols.

Note: Additional provisions relating to the Paramedic program are contained in Article 8, Sections 8.5 and 8.6 of this MOU.

**2.7.2 Emergency Medical Technician Pay**

As a condition of employment, unit members shall obtain and maintain a valid Fire Department approved Emergency Medical Technician Certificate and shall be paid 2.5% of current base pay. EMT premium shall be incorporated into the unit member's compensation reported to CalPERS, in accordance with CalPERS law.

Any unit member who fails to possess and maintain a valid Fremont Fire Department approved Emergency Medical Technician Certificate shall be disciplined as described in Section 8.5 of this MOU, and shall not be entitled to payment of the monthly EMT Premium until the valid Emergency Medical Technician certification is obtained.

## ARTICLE 2 - SALARIES AND OTHER COMPENSATION

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This Section applies exclusively to Firefighters, Fire Engineers, and Fire Captains who are not required to possess and maintain a valid Paramedic certification to the standard set by the Fremont Fire Department.

### 2.7.3 Educational Incentive Pay

Educational Incentive Pay (EIP) is intended to encourage, recognize and reward the educational achievements of career Firefighters, Captains, and Engineers who contribute to the efficiency and effectiveness of the department and prepare themselves for advancement through their educational efforts. The EIP program is administered by Fire Administration.

2.7.3.1 Eligibility. Except as provided herein, a permanent employee covered by this MOU who attains one or more of the educational standards listed below shall receive the amount shown each pay period, in addition to his/her regular salary, provided the particular educational standard is in an approved field, as listed in Section 2.7.13 of this Article 2.

Qualified employees will begin receiving EIP the first full pay period beginning fourteen (14) days after submission of all paperwork establishing eligibility and continuing education to the Fire Department.

EIP is subject to the terms of paragraph 2.7.5, Maintenance of EIP Pay.

2.7.3.2 EIP is established at the following levels:

2.7.3.2.1 "Grandfathered Plan." Employees who (1) have completed the following coursework as of August 1, 2017, (2) who are members of the bargaining unit (including employees in probationary status) on that date, and (3) who complete the necessary maintenance courses, shall receive the following EIP:

(a) (Old) Level 1. State Fire Marshal Fire Officers Certificate plus maintenance classes (see Section 2.7.5): \$29.54 per pay period

or

(b) (Old) Level 2. Associate of Arts or Science Degree or 90 quarter or 60 semester credits of approved course work or State Fire Marshal Chief Officer I Certification plus maintenance classes (see Section 2.7.5) (see Section 2.7.13 for a list of approved courses of study): \$59.08 per pay period

or

- (c) (Old) Level 3. Bachelor of Arts or Science or Master of Arts or Science or 180 quarter/120 semester credits of approved course work (see Section 2.7.5) (see Section 2.7.13 for a list of approved courses of study): \$100.62 per pay period

Note: An employee may receive only one Level of EIP benefit and the EIP benefit is not Cumulative (e.g., an employee with 180 quarter credits and a State Fire Marshal Fire Officers Certificate will receive the (Old) Level 3 benefit and will not receive either the (Old) Level 1 or Level 2 benefit).

Note(2): The Grandfathered Plan will be closed as of July 31, 2017 and employees (including grandfathered employees) will not be permitted to qualify for any (Old) EIP Levels after that date. For example, an employee earning (Old) Level 2 EIP who achieves 180 quarter credits after July 31, 2017 will not receive (Old) Level 3 EIP.

Note (3): Individuals who are employed in a probationary status as of July 31, 2017 will qualify for the Grandfathered Plan based on coursework completed on or before July 31, 2017 and may enroll in the Grandfathered Plan after they complete probation.

2.7.3.2.2 "New Plan." Effective August 1, 2017, employees who have completed the following coursework shall receive the following EIP:

(a) (New) Level 1. State Fire Marshal Company Officer Certificate plus maintenance classes (see Section 2.7.5): \$29.54 per pay period.

(b) (New) Level 2. Associate of Arts or Science Degree from an accredited college or university OR State Fire Marshal Chief Fire Officer Certification: \$59.08 per pay period.

(c) (New) Level 3. Bachelor of Arts or Science OR Master of Arts or Science from an accredited college or university: \$201.33 per pay period.

ARTICLE 2 - SALARIES AND OTHER COMPENSATION

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Note: An employee may receive only one Level of EIP benefit and the EIP benefit is not Cumulative (e.g., an employee with a BA, a State Fire Marshal Company Officer Certificate, and a State Fire Marshal Chief Fire Officer Certificate will receive the (New) Level 3 benefit and will not receive either the (New) Level 1 or Level 2 benefit).

2.7.4 Pre-approval of course work. The Fire Chief or his/her designee must pre-approve course work taken to fulfill the requirements of this program. This pre-approval is for the purpose of ensuring that all parties understand and agree to the nature and appropriateness of the course work. The approved courses of study are listed in the following subsection 2.7.13.

2.7.5 Maintenance of EIP Pay. All eligible Level I participants must complete, with a passing grade of "C" or equivalent, a minimum of 30 hours or 3 units of approved study and training during each fiscal year to maintain their Educational Incentive Pay, in accordance with the following table. The EIP Maintenance requirements set forth in this subsection shall not apply to those who qualify for either Level 2 or Level 3 Education Incentive Pay.

<u>Years of Service</u>	<u>30 hours/3 units of approved course work required</u>
3-9 years	Each year
10-19 years	One course every 2 years
20+ years	One course every 3 years

2.7.6 Forfeiture of EIP Pay. Level I participants who fail to complete the required annual course work will forfeit their Educational Incentive Pay for the next 12 months on the anniversary of the EIP award. Reinstatement of pay may be achieved on the next EIP anniversary by completing the annual course work requirements.

2.7.7 Ineligible Course work. All course work/study/training attended by employees on their own time for which the City pays all or a portion of the cost of registration, tuition, housing, travel, books/supplies, etc., does not qualify for participation in the program. Course work related to maintaining a certification that is a work requirement (paramedic certification, EMT certification, driver license, etc.) does not qualify for participation in the program.

2.7.8 City-provided Training. It is expressly understood by the parties that mandatory training required and/or provided by the City of Fremont for which employees receive either regular straight time or overtime compensation does not qualify for payment under the terms of the Educational Incentive Program.

2.7.9 Assignment of Credits.

2.7.9.1 Three (3) units of approved community college, college, or university work shall be equivalent to thirty 30 hours of classroom study. Education must be attained at an educational institution accredited by the Western Association of Schools and Colleges.

2.7.9.2 Credit for special classroom study, training or certificates as approved by the Fire Chief or his/her designee, obtained by participation in California State Fire Training courses, or other approved courses, may be combined with college enrollment to obtain the required thirty hours or three units.

2.7.10 Grade Requirements. Personnel attending schools, colleges or universities will be required to complete the course of study with a minimum of a "C" grade or equivalent. An official transcript or other certified notification from the institution shall be furnished by the student. For non-graded courses or training programs, a certificate of completion, together with evidence of satisfactory attendance, shall be provided by the student.

2.7.11 Course Completion Documentation. It is the responsibility of the student to furnish documentation of course completion within 45 days of course completion. Failure to do so may result in denial of eligibility.

2.7.12 Refresher Course Requirements. Personnel may take "refresher" courses for the purpose of maintaining eligibility for the additional compensation as provided in Paragraph 2.7.3.1 . Refresher courses will not be credited for the purpose of establishing eligibility for the program. A "refresher" course is defined as a course of instruction similar but not identical to one already taken. Course titles may be similar or identical as long as there are significant changes in subject matter presented. "Refresher" courses shall be pre-approved by the Fire Chief or his/her designee.

2.7.13 Approved Courses of Study. The following courses are generally accepted as approved courses of study qualifying an employee for participation in the Educational Incentive Program:

- Fire Science
- Business Administration/Management
- Computer Science
- Public Administration/Public Management
- California State Fire Marshal Certificates: Fire Science Certificate of Achievement, Certified Fire Officer, Certified Chief Officer

2.7.14 Appeal of EIP Participation. Employees wishing to appeal EIP participation, approved course work or forfeiture of EIP may submit a written appeal to the Deputy Chief of Training for consideration. The decision of the Deputy Chief of Training shall be final and binding.

**2.8: UNIFORM ALLOWANCE**

2.8.1 The City shall pay each employee covered by this MOU a uniform allowance of \$26.93 per pay period, for a total of Seven Hundred Dollars (\$700.00) per year for the purpose of obtaining and maintaining uniforms as specified by the City. Employees shall continue to be required to adhere to the maintenance standards and uniform specifications established by the City. The department shall maintain and publish a list of all approved suppliers.

2.8.2 New employees shall, as soon as practical after the date of initial employment, receive Seven Hundred Dollars (\$700) for the purpose of reimbursing a portion of the initial uniform expense. New hires shall not be entitled to any additional uniform allowance during the first year of employment with the City. On the first pay date following the completion of one (1) year of employment, such employees shall begin receiving the biweekly allowance as specified in section 2.8.1 above.

**2.9: HAZARDOUS MATERIALS EXPOSURE REPORTING SYSTEM**

The City agrees to contribute a maximum of \$20 annually per employee to the California Professional Fire Fighters Hazardous Materials Exposure Reporting System.

ARTICLE 3 – LEAVES

**3.1: VACATION LEAVE PLAN**

The Vacation Leave Plan for employees in this bargaining unit is administered as follows:

3.1.1 Definitions

For the purposes of this Article, the following terms have the meanings stated below:

3.1.1.1 Old Vacation Leave Bank means all Vacation Leave accrued by the individual employee in this bargaining unit on or before December 31, 1993.

3.1.1.2 New Vacation Leave Bank means all Vacation Leave accrued by the individual employee in this bargaining unit on and after January 1, 1994.

3.1.1.3 Benefit Load means the premium, based on an additional cash factor relating to the cost of benefits, which may be liquidated on Old Vacation Leave accrued on and before December 31, 1993, upon termination of employment with the cash value of base

salary. The Benefit Load for this bargaining unit is 36.942% of base salary.

3.1.2 Vacation Leave Accrual Schedule

For employees hired on or before December 31, 2015, and who have not elected to be subject to the new longevity plan (Sections 2.2.6 and 2.2.7), the following vacation leave accrual schedule will apply:

Eligible employees assigned to a fifty-six (56) hour per week schedule shall accrue vacation on the following basis. The hours per year will be divided by 26 biweekly pay periods:

Vacation for 56-Hour Personnel Years of Service	Hours Per Year	Hours Per Biweekly Pay Period	2 x Annual Maximum Accrual
1 <sup>st</sup> through 5 <sup>th</sup>	158	6.0769 hours	316 hours
6 <sup>th</sup> through 10 <sup>th</sup>	204	7.8462 hours	408 hours
11 <sup>th</sup> through 15 <sup>th</sup>	250	9.6154 hours	500 hours
16 <sup>th</sup> through 20 <sup>th</sup>	283	10.8846 hours	566 hours
21 <sup>st</sup> through 26 <sup>th</sup>	295	11.3462 hours	590 hours
27 <sup>th</sup> year	127	4.8846 hours	590 hours
28 <sup>th</sup> year	41	1.5769 hours	590 hours
29 <sup>th</sup> or more years	0	0.0000 hours	590 hours

Eligible employees assigned to a forty (40) hours per week schedule shall accrue vacation on the following basis:

Vacation for 40-Hour Personnel Years of Service	Hours Per Year	Hours Per Biweekly Pay Period	2 x Annual Maximum Accrual
1 <sup>st</sup> through 5 <sup>th</sup>	113	4.3462 hours	226 hours
6 <sup>th</sup> through 10 <sup>th</sup>	146	5.6154 hours	292 hours
11 <sup>th</sup> through 15 <sup>th</sup>	179	6.8846 hours	358 hours
16 <sup>th</sup> through 20 <sup>th</sup>	202	7.7692 hours	404 hours
21 <sup>st</sup> through 26 <sup>th</sup>	211	8.1154 hours	422 hours
27 <sup>th</sup> year	91	3.5000 hours	422 hours
28 <sup>th</sup> year	29	1.1154 hours	422 hours
29 <sup>th</sup> or more years	0	0.0000 hours	422 hours

For employees hired on or after January 1, 2016, and those employees hired on or before December 31, 2015 who have elected to enter the new longevity plan (Sections 2.2.6 and 2.2.7), the following vacation leave accrual schedule will apply:

Eligible employees assigned to a fifty-six (56) hour per week schedule shall accrue vacation on the following basis. The hours per year will be divided by 26 biweekly pay periods:

ARTICLE 3 – LEAVES

Vacation for 56- Hour Personnel Years of Service	Hours Per Year	Hours Per Biweekly Pay Period	2 x Annual Maximum Accrual
1 <sup>st</sup> through 5 <sup>th</sup>	158	6.0769 hours	316 hours
5 <sup>th</sup> through 10 <sup>th</sup>	204	7.8462 hours	408 hours
11 <sup>th</sup> through 15 <sup>th</sup>	250	9.6154 hours	500 hours
16 <sup>th</sup> through 20 <sup>th</sup>	283	10.8846 hours	566 hours
21 or more	295	11.3462 hours	590 hours

Eligible employees assigned to a forty (40) hours per week schedule shall accrue vacation on the following basis:

Vacation for 40- Hour Personnel Years of Service	Hours Per Year	Hours Per Biweekly Pay Period	2 x Annual Maximum Accrual
1 <sup>st</sup> through 5 <sup>th</sup>	113	4.3462 hours	226 hours
5 <sup>th</sup> through 10 <sup>th</sup>	146	5.6154 hours	292 hours
11 <sup>th</sup> through 15 <sup>th</sup>	179	6.8846 hours	358 hours
16 <sup>th</sup> through 20 <sup>th</sup>	202	7.7692 hours	404 hours
21 or more	211	8.1154 hours	422 hours

3.1.3 For purposes of Section 3.1.2, Union City service counts as City of Fremont service for those employees who came to the City of Fremont in 1994 as part of the original Union City fire services contract.

3.1.4 The City will draw down Vacation Leave accruals based on the "Last In First Out" method.

3.1.5 Liquidation of Old Vacation Leave at Separation

All remaining Old Vacation Leave Bank hours earned on or before December 31, 1993 shall be liquidated at separation at an hourly rate based on the following formula:

Monthly base pay plus 36.942% of monthly base pay multiplied by twelve (months in the year) divided by the number of work hours in the year

(2080 for 40 hours/ week employees or 2912 for 56 hours/ week employees).

New Vacation Leave accruals will not replenish or replace Old Vacation Leave accruals.

### 3.16 Termination of Liquidation of Vacation Leave During Employment

All liquidation of Old Vacation Leave during employment shall cease with the Old Vacation Leave accrued through December 31, 1993.

#### 3.1.7 Liquidation of New Vacation Leave at Separation

All remaining New Vacation Leave Bank hours earned on or after January 1, 1994, shall be liquidated at the hourly base rate in effect at separation.

#### 3.1.8 Vacation Leave Accrual Use (Not Annual Selection) and Voluntary Overtime

The following conditions must be satisfied at time of request for use of vacation leave accruals, other than those requested and granted during the annual selection process, and to be approved to work voluntary overtime:

##### Captains:

- 3.1.8.1 Training records up to date – entire company's
- 3.1.8.2 Inspection records up to date – completed and entered into computer (unless through no fault of the employee)
- 3.1.8.3 No critical work assignments overdue as a result of the vacation leave
- 3.1.8.4 No incomplete response reports
- 3.1.8.5 No critical conflicts with Training Division – training calendar, post-incident analyses, training, classes, and recertification for EMT's and paramedics (unless the employee submits a makeup plan that will be at no additional cost to the City).

##### Medics (any rank):

- 3.1.8.6 No continuing education problems
- 3.1.8.7 No PCR's, critical reports/work overdue as a result of the vacation leave
- 3.1.8.8 Necessary certification(s) are current and on file

##### Firefighters/Engineers:

- 3.1.8.9 Training records up to date
- 3.1.8.10 No critical work overdue as a result of the vacation leave
- 3.1.8.11 No critical conflicts with Training Division (unless the employee submits a makeup plan that will be at no additional cost to the City).

3.1.8.12 Effective November 1, 2013, “Productivity Reports” (RMS NIRS Reports, Business Inspections, Electronic Patient Care Reports and Training Records) will be run on the first Wednesday of each month and posted on the Fire Department’s internal website, with the Battalion Chief’s findings regarding the reason the report(s) are not completed forwarded to the appropriate Division Head.

After the initial Productivity Report is generated, no action will take place for five (5) business days to allow the opportunity to determine if an extenuating circumstance exists. It is understood and agreed that this five (5) business day waiting period is not intended for, and should not be used, to make up work that should have been completed on time. If extenuating circumstances do not exist, the request to initiate shift trades, voluntary overtime and vacation use (other than annual selection) during the following two (2) week pay period after this five (5) business day waiting period will be denied. (However, nothing in this section will prevent pre-authorized, trade pay backs from occurring as originally scheduled.)

At the end of the two (2) week period, a Productivity Report will be run to verify the applicable report(s) have been completed. If the report(s) are completed, shift trade, voluntary overtime and vacation privileges will be reinstated. If the report(s) are not completed, the restrictions on shift trade, voluntary overtime and vacation use will remain through the next pay period.

If extenuating circumstances are found, such as an extended on the job injury, electronic malfunction, or inability to access a business, the Division Head may, in his/her discretion, allow the report(s) to be completed past the due date without the two (2) week denial of shift trades, voluntary overtime and vacation use (non-annual selection).

### 3.1.9 Vacation Leave Cap

A maximum of six (6) employees assigned to Fire Suppression will be allowed off on annual vacation or vacation leave per shift. All six (6) slots shall be guaranteed to include mandatory backfill in order to accommodate the six (6) leave requests.

A seventh (7th) employee assigned to Fire Suppression may request Vacation or Leave Holiday Option (LHO). The leave request will be filled at 2000 hours on the day prior to the start of the shift provided there are employees available on the pick list and the selection will not result in mandatory. At no time shall the use of annual vacations, vacation or LHO exceed seven (7) employees per shift.

3.1.10 Liquidation of Unused Vacation Hours

Internal Revenue Service (IRS) regulations require the City to report and withhold taxes on the value of the paid leave an employee is eligible to sell back. In order to ensure compliance with the IRS requirements and to avoid unanticipated tax consequences:

Effective July 1, 2019:

On or by the first pay date in December of each calendar year, eligible employees who want to cash out accrued vacation leave in the following calendar year shall make an irrevocable election to cash out vacation leave accrued in the next calendar year, subject to the maximums set forth in the table below. Payouts will occur on the last pay date in June and the last pay date in December. Employees may specify the number of hours to be paid out in June and the number to be paid out in December (with the total not to exceed the maximums in the chart below). If neither date is selected, the full payout will occur in December.

To be eligible for leave cash-out, an employee must have a combined (old and new) vacation leave balance of at least 75% of their maximum accruable vacation leave by the end of the last full pay period in September in the year of election. On or before the last pay date in November, the City will notify employees whether they qualify for cash-out and in what amount.

<u>Years of Continuous Service</u>	<u>Max Amount Per Calendar Year</u>
1 through 10 years	40 hours or 56 for suppression
11 years and after	60 hours or 84 for suppression

**3.2: SICK LEAVE**

3.2.1 All eligible employees shall accrue sick leave for each calendar month of service, as described below.

3.2.1.1 All eligible employees assigned to a 56-hour work week schedule shall accrue sick leave at the rate of 12 hours per month, effective November 1, 1996.

3.2.1.2 All eligible employees assigned to a forty (40) hour per week schedule shall accrue sick leave at the rate of 8.57 hours per month.

3.2.2 Sick leave, either with pay or without pay, shall not be allowed for any absence resulting from illness or injury arising out and in the course of employment by the City. If sick leave is claimed and awarded in error, the City shall be entitled to recover the amount of salary paid on account thereof. Such sick leave shall then be restored to the account of the employee upon recovery by the City of the total amount paid.

3.2.3 Sick leave will be administered pursuant to the sick leave guidelines mutually developed by the parties and attached as Appendix B.

**3.3: SICK LEAVE INCENTIVE PLAN**

3.3.1 Fifty-six (56) hour employees who have 500 or more hours of accrued sick leave on the books and who used no more than three shifts of sick leave in the prior fiscal year or 40-hour employees who have 356 hours and use no more than 48 hours will receive 24 hours of leave for personal use as of the first pay period in August each year. If the employee secures a replacement which would not compromise service levels from the short-time overtime signup list, he/she may use up to 24 hours personal time in two (2) to four (4) hour increments. The employee may opt to use the 24 hours in increments of no less than two (2) hours. Personal time not used in a fiscal year will be paid to the employee on the first pay period in the following August each year of the contract.

The parties shall establish a short-time sign-up list for voluntary overtime. The sign-up may be for as short a period as 2 hours. The normal 3-hour call back minimum shall not apply regarding this list.

**3.4: BEREAVEMENT LEAVE AND PERSONAL LEAVE DONATION**

3.4.1 An eligible employee, in case of a death in the immediate family, may be granted bereavement leave of absence with pay but such leave is not to exceed:

3.4.1.1 Three (3) shifts for employees assigned to a fifty-six (56) hour per week schedule; or

3.4.1.2 Five (5) workdays for employees assigned to a forty (40) hour per week schedule.

3.4.1.3 Immediate family for the purpose of bereavement leave shall include the child, stepchild, brother and sister, parent, grandparent, and current spouse of the employee, the parent and grandparent of the current spouse of the employee, or a life partner residing in the same household who is not a legal spouse, and any person who at the time of his/her death was related to and resided in the same household as the employee.

**3.4.2 Personal Leave Donation**

In the event of a medical, personal or family emergency, employees covered under this MOU may donate prospective future leave accruals to other Union employees, providing the following:

3.4.2.1 Only future, un-accrued vacation may be donated.

- 3.4.2.2 The recipient employee will accrue seniority up to a maximum of 60 days until he/she is eligible for LTD.
- 3.4.2.3 The recipient employee will be responsible for payment of taxes due on the salary received when the leave is used.
- 3.4.2.4 The City will determine whether a leave of absence will be approved for the recipient employee, and the Executive Board will determine whether future leave accruals can be donated for the time off.
- 3.4.2.5 Neither the City nor the Union shall discriminate in any way with respect to the donation of future leave accruals based on race, religion, creed, political affiliation, color, national origin, ancestry, sex, marital status, age, sexual orientation, medical condition, or physical or mental disability.
- 3.4.2.6 The parties agree to follow Family Medical Leave Act guidelines which will generally provide direction for evaluating leave requests.

**3.5: FAMILY LEAVE ACTS**

It is the City's intent to comply fully with the requirements of the California Family Rights Act (CFRA), the federal Family and Medical Leave Act (FMLA), California requirements regarding pregnancy disability leave (PDL), Labor Code Section 233, the City of Fremont Personnel Rules regarding Leave without Pay, the Sick Leave Plan, and the Vacation Leave Plan.

**3.6: HOLIDAY PAY/LEAVE OPTION**

3.6.1 The following days of each year are designated as holidays:

- 3.6.1.1 January 1
- 3.6.1.2 The third Monday in January, known as "Martin Luther King Day"
- 3.6.1.3 The third Monday in February, known as "Presidents Day"
- 3.6.1.4 The last Monday in May, known as "Memorial Day"
- 3.6.1.5 July 4
- 3.6.1.6 The first Monday in September, known as "Labor Day"
- 3.6.1.7 November 11, known as "Veterans Day"
- 3.6.1.8 The Thursday in November appointed as "Thanksgiving Day"

3.6.1.9 The day following "Thanksgiving Day"

3.6.1.10 December 24

3.6.1.11 December 25

3.6.1.12 December 31

3.6.1.13 Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday.

### 3.6.2 Additional Holidays

Should the City Council designate any other day as a holiday for any other employee organization, such holiday shall be accorded employees of this unit.

### 3.6.3 Annual Accrual of Holiday Hours

Accrual rates for all members of the bargaining unit on a 56 hour work week shall be 12 hours per month, for a maximum of 144 hours per fiscal year.

### 3.6.4 Holiday Options

3.6.4.1 Take Leave accumulation in a bank in which the balances will be automatically paid out at designated time of the year; or

3.6.4.2 Safety personnel (56-hour week) accrue 12 hours per month and will be paid as accrued (5.538 hours) each pay period.

3.6.4.3 Declaration process for Holiday hours. Failure to elect any holiday option by the designated day will result in status quo (payout continues). The annual holiday option process is as follows:

3.6.4.3.1 May 1 all years, members will elect either holiday hours in time off or payout.

3.6.4.3.2 Pay out results in pay as described above.

3.6.4.3.3 Use as time off, hours will be accrued and banked starting each July 1. Hours are available for use as accrued (5.538 hours biweekly)

3.6.4.3.4 Earned hours for remainder of fiscal year will be earmarked for use or payout by October 1 after fiscal year end.

- 3.6.4.3.5 Unused hours payout will occur on the first biweekly pay check in November after fiscal year end.
- 3.6.4.4 Banked holiday hours shall be used in accordance with guidelines of the current vacation policy.
- 3.6.5 To be eligible for holiday pay, an employee must be in a paid status on the regularly scheduled work day before and after the holiday.

## ARTICLE 4 - INSURANCE

### **4.1: HEALTH BENEFITS ALLOWANCE**

- 4.1.1 The City shall secure and make available to all eligible employees, medical insurance, dental insurance, accidental death and dismemberment insurance, child care reimbursement, and excess medical expense reimbursement, plans under the Alternative Benefits and Compensation Plan (ABC Plan). The ABC Plan is a "cafeteria plan" as defined in Section 125 of the Internal Revenue Code.
- 4.1.2 The City contribution for insurance and other benefit coverage available under the Alternative Benefits and Compensation Plan is known as the Health Benefits Allowance (HBA).
  - 4.1.2.1 Effective July 1 2019, the Health Benefits Allowance shall continue to be set at \$2,180.00 per month.
  - 4.1.2.2 Effective January 1, 2020, the Health Benefits Allowance shall increase by \$100 to \$2,280.00 per month.
  - 4.1.2.3 Effective January 1, 2021, the Health Benefits Allowance shall increase by \$70 to \$2,350.00 per month.
- 4.1.3 In the event premiums and/or costs for the benefits selected by the employee exceed the amount in the Health Benefits Allowance, the balance will be paid by the employee through automatic pretax payroll deduction, as allowed under Internal Revenue Code Section 125. Health Benefit Allowance amounts not exhausted for the purchase of benefits under the Alternative Benefits and Compensation Plan will be paid to the employee in taxable cash as provided below:
  - 4.1.3.1 Effective June 30, 2013 the maximum amount paid in any month to an employee under the Alternate Benefits and Compensation plan shall be \$580.00.
- 4.1.4 The City's contribution as established above shall be the maximum amount required, and the City shall not be responsible for the contribution of any sum in addition to those established by the terms of this MOU.

- 4.1.5 As provided under the Public Employees' Medical and Hospital Care Act (PEMHCA), medical care benefits are provided through the California Public Employees' Retirement System (CalPERS) medical plan. Employees who elect coverage under PEMHCA may also elect coverage for a domestic partner to the extent permitted by and according to the procedures of Government Code Section 22873.
- 4.1.6 In the event that the benefits of this section become subject to federal or state taxation, the City and the Union shall meet in a timely manner to discuss the impact.
- 4.1.7 In the event the federal government implements a nationwide medical plan that mandates changes to the health and welfare sections of this MOU, the City and the Union shall agree to meet and confer in a timely manner to discuss the impact.
- 4.1.8 Dental Plan

Effective August 1, 2009, the City assumed administration of the dental plan. To the extent the plan continues to be offered by Delta Dental, employees will continue to be covered by the same dental plan design after August 1, 2009. If the same plan is no longer offered by Delta dental, the City and the Union will meet and confer and reach agreement on the new plan design.

Effective August 1, 2009, the City agreed to offer a retiree dental plan to retirees from this bargaining unit who pay for the premium through their carrier.

#### **4.2: RETIREE MEDICAL INSURANCE**

- 4.2.1 For employees retiring on or before November 1, 1999, the City will contribute \$210.17 per month toward reimbursement of retiree medical insurance premiums for eligible retired employees.
  - 4.2.1.1 The City will contribute \$100.00 per month to the surviving spouses of eligible retired employees. Upon remarriage, surviving spouses will cease to be eligible for this benefit. Eligible retired employees are those covered by the terms of the MOU between the City and the Union at the time of retirement.
- 4.2.2 For employees hired on or before December 31, 2011 (and retiring on or after November 2, 1999), the City's contribution toward reimbursement of retiree medical insurance premiums for eligible retired employees with less than 25 years of service will be computed as \$10/month for each year of completed service with the City of Fremont. If an employee has 25 or more years of service with the City of Fremont, the City's contribution toward reimbursement of retiree medical insurance premiums will be an

amount equal to the Kaiser Health Plan California premium for two-party coverage in effect at the date of retirement.

For employees hired on or after January 1, 2012, the City's contribution toward reimbursement of retiree medical insurance premiums for eligible retired employees with between 0 and 24 years of service will be computed as \$10/month for each year of completed service with the City of Fremont. If the employee has 25 or more years of service with the City of Fremont, the City's contribution toward reimbursement of retiree medical insurance premiums for this category of retirees will be \$500 per month. For those employees who came to the City of Fremont in 1994 as part of the original Union City fire services contract, Union City service will be counted as City of Fremont service.

- 4.2.3 For employees retiring on or after November 2, 1999, the City agrees to provide the surviving spouse of eligible retired employees, a survivor spouse benefit in accordance with the following:

Survivor spouse benefit:   10-14 years = \$90/month  
   15 years = \$97.50/month  
   16 years + beyond = \$100/month

Upon remarriage, surviving spouse will cease to be eligible for the benefit.

- 4.2.4 Employees who retire from the City of Fremont will be given years of service credit for up to 10 years of paid full-time service as a public safety employee with other fire agencies in applying the formulas above.

- 4.2.5 To be eligible for retiree medical reimbursement, the employee must meet the following criteria.

4.2.5.1 Retire from the City of Fremont within 120 days of separation,  
 4.2.5.2 Be vested with CalPERS,  
 4.2.5.3 Have completed at least five (5) years of continuous service with the City of Fremont,  
 4.2.5.4 Be at least age 50 or have received a CalPERS industrial disability retirement as a result of employment with the City of Fremont.

- 4.2.6 The amount of City reimbursement shall not exceed the premium required for the retiree's particular level of coverage in the plan selected. Retirees must comply with the processes and procedures established by the City for verification of enrollment, cost of plan and other required information to maintain their eligibility for reimbursement.

- 4.2.7 The retiree medical reimbursement amount described in above shall be reduced by the CalPERS-required employer portion of the premium if the retiree purchases insurance through the CalPERS plan.

## ARTICLE 5 – RETIREMENT

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4.2.8 It is understood that should the Union elect to continue medical insurance premium coverage for eligible retired employees, any cost increases occurring and projected at the time of negotiation of a new M.O.U. shall be considered a cost to the new agreement.

### **4.3: LIFE INSURANCE**

All eligible employees employed in the classes of positions set forth in Appendix "A" of this Understanding shall be provided Fifty Thousand Dollars (\$50,000) of group life insurance under a program to be selected and administered by the City.

### **4.4: LONG TERM DISABILITY TRUST FUND**

Effective August 1, 2017, the City will contribute \$24.50 per month to LTD Trust maintained by the Union for the purposes of providing Long Term Disability Insurance.

Any required premium amount greater than the maximum city contribution shall be paid by the employees directly to the carrier or its designated agent, and the City shall not be required to withhold money from paychecks for the purpose of payment of premiums or portions thereof for such coverage. It is agreed and understood that the City shall not be held responsible or liable for any matters, including the determination and payments of benefits arising in the administration of this insurance plan.

All employees in classes of positions covered by this MOU shall be eligible for coverage by such plans, regardless of whether or not they are members of the Union.

### **4.5: EMPLOYEE ASSISTANCE PLAN**

4.5.1 The Union shall be exclusively responsible for contracting and administration of a Union-sponsored Employee Assistance Plan. Effective January 1, 1994, and for the term of this Understanding, the City shall pay the Union seven dollars (\$7) per month per employee for the purpose of payment of the Employee Assistance Plan contract premium.

4.5.2 If the City implements a Citywide Employee Assistance Plan during the term of this Understanding, the City shall cease making payments to the Union-sponsored Employee Assistance Plan. The City plan shall include all the benefits of the Union plan.

4.5.3 The Union shall defend, save, indemnify and hold harmless the City, and its officers, agents and employees from any and all liabilities and claims for damages from any cause whatsoever arising from or connected with and on account of the contracting and administration of the Union-sponsored Employee Assistance Plan.

## ARTICLE 5 – RETIREMENT

**5.1: CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (CalPERS)**

The City agrees to continue its contract with CalPERS with the following retirement benefits for all Fire Safety employees:

- 5.1.1 Military service credit as specified in Section 21024 of the Government Code with the eligible employee required to contribute both the employer’s and employee’s contributions and interest.
- 5.1.2 “Credit for Unused Sick Leave” (Section 20965 of the Government Code) retirement benefit.
- 5.1.3 The “Increased” and the “Third” levels to the existing ‘59 Survivor Benefit program in accordance with Sections 21572 and 21573 of the Government Code. In addition, the City will amend its contract with CalPERS as soon as is administratively feasible to contract for the Fourth Level Survivor Benefit.
- 5.1.4 The continuation of the Post-survivor allowance after remarriage in accordance with Section 21551 of the Government Code.
- 5.1.5 Retirement benefits as follows:

Benefit	Employees hired before 4/8/12	Employees hired from 4/8/12 – 12/31/12 <b>and</b> Classic CalPERS Members Hired After 12/31/12, as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA)	Employees hired 1/1/13 or later as new CalPERS Members
Retirement Formula	3% at age 50	3% at age 55	2.7% at age 57
Average Highest Comp. Time	Single highest year	Average of three highest years	Average of three highest years
Normal Member CalPERS Contribution	9%	9%	50% of normal cost (currently 11.25%)
Additional Contribution to Employer CalPERS	3%	3%	.75%
Total Required CalPERS Contribution	12%	12%	12%

**5.2: CONTINUATION OF INTERNAL REVENUE CODE SECTION 414(H)(2)  
EMPLOYER PICKUP**

Employee contributions towards the cost of their CalPERS pension benefits will be deducted on a pre-tax basis to the extent permitted by law.

ARTICLE 6 – DISPUTE RESOLUTION PROCESS

**6.1: INTENT**

The parties encourage effective communication and resolution of disputes as quickly as possible. If the parties cannot reach a resolution through informal methods, the following formal grievance procedures shall be utilized.

**6.2: FORMAL GRIEVANCE AND APPEALS**

6.2.1 Formal Grievance. A formal grievance shall be defined as any dispute concerning the interpretation or application of this MOU (or side letters thereto) or any ordinance or resolution, or of rules or regulations of the City or department governing personnel practices or working conditions. A formal grievance shall also include a grievance appealing the imposition of final disciplinary action,

6.2.2 Definition of Time – All references to “day(s)” herein mean “calendar days”, excluding holidays, unless expressly defined differently herein.

**6.3: GENERAL PROVISIONS**

6.3.1 Grievances appealing the imposition of final disciplinary action shall be filed directly at Step 2 of this dispute resolution process.

6.3.2 The time limitations specified in this dispute resolution process may be extended by mutual consent of the parties.

6.3.3 Probationary Unit Members

A unit member rejected by the City during probation shall have no right to appeal or grieve the rejection, except where the Union alleges discrimination for protected Union activity. Nothing in this subsection shall affect the rights of a promotional probationary unit member.

**6.4: FORMAL WRITTEN GRIEVANCE PROCEDURE**

Step 1. Formal Submission. The employee or Union representative may submit the dispute in writing to the Fire Chief within thirty (30) days of the date the employee or Union could reasonably be expected to know of the issue(s) giving rise to the grievance. The grievance shall state the specific section of the MOU, City ordinance or resolution, or Personnel Rules alleged to be violated, the nature of the grievance, and the proposed resolution. The Fire Chief shall render

a decision in writing to the employee and/or Union representative within fourteen (14) calendar days following submission of the written grievance. The Fire Chief's failure to respond within the stated time frame shall be considered a denial of the grievance.

Step 2. City Manager or Designee -- Union Representative. Should the grievance remain unresolved following Step 1, the employee or Union representative may, within fourteen (14) calendar days after the due date for the Fire Chief's response, submit the grievance in writing to the City Manager/Designee. In the case of a grievance appealing the imposition of final discipline, the employee or Union representative may, within fourteen (14) days following the date upon which the employee was notified of the imposition of final discipline, submit the grievance appeal in writing to the City Manager/Designee. The City Manager/Designee shall meet with the employee and/or Union representative within fourteen (14) calendar days following receipt of the grievance/appeal. The City Manager/Designee shall issue a written decision within fourteen (14) calendar days after the date of the meeting. The City Manager's/ Designee's failure to respond within the stated time frame shall be considered a denial of the grievance/appeal.

**6.5: DISCIPLINE STANDARDS**

Any discipline imposed will be for "just cause."

**6.6: ARBITRATION**

The Union and the City agree that the final resolution of any grievance defined in Sections 6.2.1 shall be by binding arbitration.

6.6.1 Filing for Arbitration

If a grievance or disciplinary appeal is not resolved at Step 2, the Union and the Union alone may submit a matter to arbitration. The submission shall be made in writing to the City's Labor Relations Officer within fourteen (14) calendar days after the date the Step 2 response was due. .

6.6.2 Arbitration Process

Upon notice of intent to arbitrate, the Union and the City shall select an arbitrator. If unable to mutually agree on the selection of an arbitrator, a list of available arbitrators shall be obtained from the California State Mediation and Conciliation Service, or if by mutual consent, from the American Arbitration Association. Upon receipt of such list, the parties shall meet and if unable to mutually select an arbitrator from such list, a coin shall be flipped and the party correctly calling the coin flip shall have the choice of determining which party shall first strike a name from the list. In addition, an additional means of deciding by lot who shall strike first may be used by mutual agreement. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator. In the event the arbitrator so selected is not

available, then the individual whose name was last struck from the list shall be the arbitrator. If that individual is not available, then the unit member and the City shall request another list or select an arbitrator through any other mutually agreed upon process.

The arbitrator's award shall be final and binding. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this MOU, except by the mutual agreement of the parties.

6.6.3 California Arbitration Act

All arbitration proceedings shall be governed by the California Arbitration Act (C.C.P. Section 1280, et seq.).

6.6.4 Confidentiality of Discipline

The Union and the City endorse the principle that disclosure of information relating to contemplated unit member discipline may, in many instances, serve no public purpose and may be harmful to the City, the Union, and the unit member concerned. This endorsement of principle is not intended to create any enforceable rights on the part of any person or entity.

6.6.5 Costs of Arbitration

The Union and the City agree to share equally all costs of arbitration, including, but not limited to, the arbitrator's fees and costs, but each party shall be responsible for their own respective costs of making their presentation to the arbitrator, including, but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, etc. If the services of a court reporter are utilized by mutual agreement or requirement of the arbitrator, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

6.6.6 Post-Hearing Briefs

The parties are interested in minimizing legal expenses, getting an arbitrator's decision as soon as possible, and having the arbitrator make a just decision. With these interests in mind, the parties shall mutually agree to either argue the evidence orally or prepare written argument at the conclusion of the hearing. If the parties are unable to mutually agree, the final decision shall be made by the arbitrator weighing the above interests. Nothing in this section precludes the parties from mutually agreeing to prepare and present pre-hearing briefs.

6.6.7 Union's Right to Grieve

The Union may initiate a grievance if a member of the bargaining unit could grieve.

**6.7: FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT**

The City will comply fully with the Firefighters Procedural Bill of Rights Act (Government Code sections 3520-3262) and, to the extent any aspect of the discipline process described in Section 6.6 does not satisfy the requirements of the Act, or needs to be supplemented by the requirements of the Act, the parties will comply with the requirements of the Act.

**6.8: DUTY TO BARGAIN – NOTICE AND OPPORTUNITY**

6.8.1 For matters within the scope of representation as defined by Government Code section 3500 *et seq.* and case law interpreting those provisions, if the City wishes to make a change it shall notify the Union and, upon request, shall meet-and-confer in good faith within the meaning of the above-mentioned Government Code sections. This section shall be applied and interpreted consistent with Article 1, section 1.7 of this MOU.

6.8.2 Existing Benefits

Except as provided herein, this MOU does not modify existing wages and benefits contained in the current salary resolution, other compensation and benefits resolutions, or in the Personnel Resolution or Personnel Ordinance. Such benefits as remain unmodified shall continue in full force and effect throughout the term of this MOU. In addition, existing benefits and practices within the scope of representation that are a part of an employee's total compensation package may not be changed without mutual agreement. Total compensation includes any economic benefit to an employee, which has a specific ascertainable cost to the City. Trades or overtime are not part of the total compensation package; furnishings and housekeeping supplies are included.

6.8.3 Urgent And Pressing Circumstances

In the event that the City believes that an urgent and pressing circumstance exists which requires that a decision or change be quickly implemented, the Union will be notified of the circumstances. Urgent and pressing circumstances include but are not limited to those that require immediate action based on health, safety, service, delivery, and/or liability. A representative of the Union will be given the opportunity to have input into the interim remedy. If prior notification is impossible, notification will be made as soon as possible after implementation. In either event, the remedy imposed will only be temporary until the parties have an opportunity to meet as described above in this Section 6.8.1.

ARTICLE 7 - UNION ISSUES

**7.1: DUES DEDUCTION**

Upon written notification from the Union , the City shall deduct regular monthly membership dues from bargaining unit employees' paychecks. Amounts

deducted and withheld by the City shall be transmitted promptly to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified by the Union.

Deductions may be revoked only pursuant to the terms of the member's written authorization. The City shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Union.

The Union shall defend, save, indemnify and hold harmless the City, and its officers, agents and employees from any and all liabilities and claims for damages from any cause whatsoever arising from or connected with and on account of dues deductions made on behalf of and received by the Union.

**7.2: MEET AND CONFER TIME OFF**

Those employees who are authorized to attend scheduled meetings with the Municipal Employee Relations Officer or other management representatives for the purpose of meeting and conferring or representing members shall not suffer any loss of compensation for such time. In addition, such employees shall be allowed up to one (1) hour off, without loss of compensation, immediately prior to and immediately following such scheduled meetings. Such time off shall not be deducted from the Union Time Bank. Such time off shall be counted as hours worked for all purposes.

Any employee who intends to use such time shall notify the duty chief as soon as practical after the time and date of the scheduled meeting is established.

**7.3: UNION RELEASE TIME**

On January 1 of each year, the City shall establish a bank of hours to be used by Union Officers or members for Union business. The bank of hours shall not be carried over from one calendar year to the next calendar year.

The bank of hours shall be provided as shown:

Up to and including 200 hours	= City provides time
Over 200hours	= Union pays for time off

Requests for time off using this bank of hours must be approved by the President of the Union or designee and by the Chief of Department or their designee and are subject to current Department policy. A record of Union Release Time will be maintained by Fire Administration.

The parties agree that Union release time will not be charged when the City invites Union participation in a topic of discussion.

**7.4: COMMON MESS**

All employees on each shift at each station shall attend an organized mess at the station for consumption of meals. Employees shall contribute in equal shares for the cost of such meals. The Department shall not be responsible in any manner for the cost of such meals, for the preparation thereof, for the collection of any funds or for the enforcement of or any other costs connected to this section.

ARTICLE 8 - OPERATIONAL ISSUES

**8.1: TRADES OF SHIFTS**

For the purposes of this section, a Shift is defined as the twenty-four (24) consecutive hours that an employee is assigned to work in the Suppression Division.

8.1.1 Trades of Shifts are a privilege for employees and the ability to trade is based on acceptable job performance. Abuse or misuse of the intent of the trading privilege, or poor job performance, may result in revocation of the privilege.

8.1.2 There is no limit on the number of times an employee may trade. Requests for six (6) or more consecutive trades must be submitted to a Fire Deputy Chief in writing not less than five (5) days (excluding weekends) prior to the start of the first traded shift.

8.1.2.1 All trades of Shifts shall be between persons of equivalent rank.

8.1.2.2 Trades shall be carried out as provided in Department Policy dated August 25, 1999, and all state and federal laws, except as provided above.

8.1.2.3 Specialty Trades: Paramedic/Non-Paramedic

8.1.2.3.1 On a daily basis, two (2) Paramedic/Non-Paramedic trades within rank shall be allowed. The appropriate paper work is to be submitted to ensure the Battalion Chief is informed of the exchange.

8.1.2.3.2 Any additional Paramedic/Non-Paramedic trades are subject to the approval of the Battalion Chief. The appropriate paper work is to be submitted to ensure the Battalion Chief is informed of the exchange.

8.1.2.3.3 Paramedic/Non-Paramedic trades are subject to denial to ensure adequate ALS coverage.

8.1.3 On promotion, an employee has ninety calendar days to pay back and/or collect out of rank trades.

**8.2: SHIFT TRADE PROCEDURES**

8.2.1 Purpose

To delineate responsibility and establish procedures for shift trades.

8.2.2 Policy

It shall be the policy of the Department:

8.2.2.1 To grant the privilege of shift trades to suppression personnel with more than one (1) year of service and other department personnel with the permission of their division head/department head:

8.2.2.1.1 Entry-level probationary personnel who have satisfactory evaluations may initiate shift trades up to a maximum of 72 hours six (6) separate times during their first year of service. The shift trades will not compromise or alter any obligations the employee has to his or her company officer, to the Training Division, or to his or her Deputy Chief.

8.2.2.1.2 The privilege of shift trades will be granted as follows. These conditions must be satisfied at time of request as well as time of shift trade:

Captains:

- Training records up to date – entire company's
- Inspection records up to date – completed and entered into computer (unless through no fault of the employee)
- No critical work assignments overdue as a result of the shift trade
- No incomplete response reports
- No critical conflicts with Training Division – training calendar, post-incident analyses, training, classes, and recertification for EMT's and paramedics (unless the employee submits a makeup plan that will be at no additional cost to the City)

Medics (any rank):

- No continuing education problem
- No PCR's, critical reports/work overdue as a result of the shift trade

- Necessary certification(s) are current and on file

Firefighters/Engineers:

- Training records up to date
- No critical work overdue as a result of the shift trade
- No critical conflicts with Training Division (unless the employee submits a makeup plan that will be at no additional cost to the City)

- 8.2.2.2 To grant shift trades between personnel of equal rank.
- 8.2.2.3 To place the responsibility for covering the assigned work period with the member requesting the shift trade.
- 8.2.2.4 Not to have an obligation in the resolution of any differences between shift trade members.
- 8.2.2.5 To recover any costs incurred in covering an uncovered work period from the member requesting the shift trade.
- 8.2.2.6 Deputy Chiefs have the right and responsibility to rotate personnel within the shift to provide optimum shift coverage.
- 8.2.2.7 Not to allow the member working the shift trade vacation or compensatory time off on the day (or any portion of) to be worked.

8.2.3 Procedure

- 8.2.3.1 The requesting members shall submit shift trade requests through the TeleStaff Program.
- 8.2.3.2 Approval of shift trade request shall be done by the Battalion Chief or designee.
- 8.2.3.3 Disapproval of shift trade request shall be done by the Battalion Chief or designee.
- 8.2.3.4 If approved, the Battalion Chief(s) shall update the TeleStaff Program.
- 8.2.3.5 If disapproved, the Battalion Chief shall notify the requesting member.
- 8.2.3.6 The requesting member may cancel the shift trade by notifying the Duty Battalion Chief.

**8.3: ADVANCED LIFE SUPPORT**

The City intends to maintain Advanced Life Support (ALS) capability through assignment of one Alameda County certified Paramedic to each Engine Company every day. Daily business and accompanying on transport may require a temporary absence of an Alameda County certified Paramedic. Call back/reassignment will only occur when, in the opinion of the Deputy Chief, service levels will be compromised by the paramedic's absence.

**8.4: SUPPRESSION DIVISION WORK SCHEDULE**

The work schedule for employees assigned to the Suppression Division shall be 56-hours per week; two (2) consecutive days on-duty, followed by four (4) consecutive days off-duty.

The only exception to this article is if the Fire Chief anticipates extraordinary incidents of extended duration requiring significant call back. Examples of extraordinary incidents include but are not limited to a major fire in our outside of the City limits, an extended major hazardous materials incident, an earthquake or other natural or man-made disaster. During extraordinary incidents the Fire Chief has the authority to alter the work schedules until normal routine resumes.

Workdays for employees assigned to the Suppression Division will begin at 0800 hours and end at 0800 hours the following day. A shift shall be two consecutive workdays. All employees must be in uniform and ready to work by 0800 hours including the second workday of the shift. Weekdays, weekends and holidays shall be considered normal workdays. Personnel shall engage in the full breadth of activities assigned including but not limited to training, drills, inspections, apparatus maintenance, station maintenance, hydrant maintenance, district preplanning, department logistics, Public Relations Activity Requests and program management.

**8.5: MAINTENANCE OF CERTIFICATIONS AND LICENSES**

8.5.1 All personnel are required to maintain any and all applicable certifications and licenses required of the classification and/or assignment. This includes the application process and payment.

Obtaining necessary continuing education credits and maintenance of licenses are the responsibility of the employee. The Fire Department shall provide opportunities to enable personnel to remain certified. Noncompliance with these provisions shall result in removal from Suppression staffing and the employee using his/her leave banks until such time as the certifications and/or licenses are renewed/re-certified. Failure to obtain and/or maintain the applicable certifications and/or licenses in a timely manner will result in either (a) the employee leaving the program under Article 8, Section 8.6; or (b) the employee being subjected to disciplinary action up to and including termination of employment.

8.5.2 For the purposes of this section, certifications and licenses include but are not limited to the Emergency Medical Technician - I certification, Alameda County paramedic accreditation, State of California EMT-P license, Class B or other appropriate California driver's license and any other licenses and/or certifications which may be mandated by outside regulatory agencies.

8.5.3 The City agrees to pay \$2500.00 to employees for biennial re-certification and continuing education as a Paramedic providing re-certification occurs prior to the expiration of the EMT-P license. If a paramedic fails to re-certify prior to the expiration of his/her EMT-P license, the \$2500 re-certification bonus is forfeited and the sanctions outlined in Section 8.5.1 shall apply.

Paramedics are required to complete 48 hours of continuing education every two (2) years. The City will make available 12 hours of Emergency Medical Technician – 1 on-duty training per shift every year which may be applied toward Paramedic continuing education. No make-up training sessions will be provided. It is the employee's responsibility to take advantage of available on-duty and off-duty training opportunities, including city or county mandated programs, necessary to fulfill his/her paramedic license and Alameda County accreditation requirements. This shall include all State EMS Authority, Alameda County EMS Agency and Fremont Fire Department mandated continuing education classes.

The Department will arrange for ACLS, PEPP & PHTLS to be offered off-duty in Fremont on an annual basis.

#### **8.6: LEAVING THE PARAMEDIC PROGRAM**

8.6.1 It is understood by the parties to this Understanding that all employees receiving Paramedic Pay have an obligation to maintain that status during the term of this MOU unless allowed to leave the program with the approval of the Chief.

8.6.2 Employees shall have the right to petition to leave the paramedic program under the following conditions:

8.6.2.1 The Fire Department shall maintain a sufficient number of Paramedics to meet the operational needs of the Fire Department. A verified ability to staff minimum need must exist before any employee will be allowed to leave the program.

8.6.2.2 Employees must declare their intent to leave the Paramedic program in writing to the Fire Chief between October 1 and October 15 of each year. Declarations must be signed and dated by the Fire Chief or designee verifying the date and time of receipt.

## ARTICLE 8 - OPERATIONAL ISSUES

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- 8.6.2.3 The employee must have maintained an Alameda County certified Paramedic for at least five (5) years of continuous service with the City of Fremont Fire Department as a paramedic.
- 8.6.2.4 Priority to leave the Paramedic program will be ranked based on Fremont Fire Department seniority regardless of rank, with the most senior timely request to leave paramedic service given first right to leave.
- 8.6.2.5 If the Fire Department Paramedic staffing level falls below the operational level set by the Fire Chief, a certified Paramedic must be available before any employee is allowed to leave the program.
- 8.6.2.6 Paramedics wishing to leave the program must obtain a current Alameda County or State Fire Marshal EMT - I certification. Failure to maintain the EMT - I will invoke the Maintenance of Certifications and Licenses Section of this MOU.
- 8.6.2.7 Paramedics leaving the program in good standing will receive the recertification bonus described in Section 8.5.3 on a prorated basis. Proration will be based on the 24-month recertification cycle (i.e., the \$2500 will be divided equally over the 24-month recertification period, resulting in \$104/month).
- 8.6.2.8 Paramedics will be allowed into the program at the beginning of a biweekly pay period and out of the program at the end of a biweekly pay period. This will facilitate the payroll process in a timely manner.
- 8.6.2.9 Captains who are Paramedics recognize that promotion to Battalion or Deputy Chief will mean voluntarily leaving the Program and pay.

### **8.7: STAFF CAPTAIN SELECTION PROCESS**

The process for Staff Captain selection shall be:

- 8.7.1 Seek applicants for selection process.
- 8.7.2 Convene an oral panel composed of management selected by the Chief and one non-voting Union Representative. Use testing as appropriate.
- 8.7.3 Panel generates lists of qualified candidates by requested specialty.
- 8.7.4 Fire Chief selects from list.

- 8.7.5 This process is repeated annually and the list remains effective for one year unless it was established midyear. In that case, it would expire upon commencement of the annual process.
- 8.7.6 Candidates have no appeal if not selected except as provided in the "No Discrimination" section of the MOU. Non-selected candidates shall have an opportunity to receive verbal feedback.
- 8.7.7 Service as a Staff Captain is a highly desirable qualification, but not required, in the selection process for Battalion Chief or the promotional process for Deputy Chief and Division Chief.
- 8.7.8 Existing Staff Captain assignments, including those of additional civilian personnel, will be restructured, if possible.
- 8.7.9 Re-opener by either side if the process is not working.
- 8.7.10 If volunteers do not create enough qualified candidates, the Department can assign from the most recently appointed (and qualified by specialty, e.g., paramedic) Captains using the following formula:
- 1 vacancy = 4  
2 vacancies = 5  
3 vacancies = 6, etc.
- 8.7.11 This process will be used to fill the position created when each incumbent's current term expires or when interim vacancies exist. Each incumbent is required to complete the process along with all other volunteers.
- 8.7.12 Regular assignments last three (3) years.
- 8.7.13 Mandated assignments last 1 year if there is a qualified applicant for the second year. If there are no qualified applicants at year 2, then the mandated person will finish the second year. If a legitimate conflict exists, the mandated person can petition management for an exemption.
- 8.7.14 Retention in Staff Captain positions is based upon ongoing satisfactory performance.

ARTICLE 9 - MODIFIED DUTY POLICY FOR EMPLOYEES  
INJURED OFF THE JOB

**9.1: PURPOSE OF THE MODIFIED DUTY POLICY FOR EMPLOYEES INJURED OFF THE JOB**

9.1.1 The purpose of this policy is to provide a fair and equitable procedure for Fire Department personnel, represented by the Union, who are temporarily disabled as the result of an off-the-job injury or illness, the opportunity to return to a modified duty position for a limited duration.

9.1.2 Modified duty assignments resulting from implementation of this policy will only be made to an existing duty assignment. This Modified Duty Policy does not create or modify any existing job or duty assignment. It is not the intent of the City of Fremont to create new positions or classifications of employment for an employee with a temporary disability.

**9.2: OBJECTIVE OF THE MODIFIED DUTY POLICY FOR EMPLOYEES INJURED OFF THE JOB**

9.2.1 To provide an opportunity for employees covered by this policy and who are injured or become ill as a result of an off-the-job activity or illness to return to modified duty. The employee will be allowed modified duty when it is appropriate and will not interfere with employee's medical rehabilitation. The employee should be expected to fully recover from his/her injury or illness within forty-five (45) calendar days. Modified duty will be made available for a maximum of forty-five (45) calendar days per separate injury.

9.2.2 To establish for the benefit of the Fremont Fire Department and employees covered by this policy a means for integrating him or herself through this modified duty program to a return to unrestricted duty.

9.2.3 To specify guidelines for administering a modified duty program for employees covered by this policy who have sustained an illness or injury off-the-job.

**9.3: AUTHORITY AND RESPONSIBILITY FOR ADMINISTRATION OF THE MODIFIED DUTY POLICY FOR EMPLOYEES INJURED OFF THE JOB**

9.3.1 The employee is responsible for obtaining a written report from his or her treating physician which provides a description of limitations from full duty and prognosis for recovery including the anticipated date of recovery permitting return to full unrestricted duty.

9.3.2 The employee must submit a written request for a modified duty assignment within seven (7) days of receiving the treating physician's report. An employee must submit the written request for a modified duty

## ARTICLE 9 - MODIFIED DUTY POLICY FOR EMPLOYEES INJURED OFF THE JOB

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assignment, with a copy of the treating physician's written report, to the Fire Chief or designee.

- 9.3.3 The Fire Chief or designee will determine if suitable work exists to accommodate the physician's workplace restrictions.
- 9.3.4 The Fire Chief or designee shall be responsible for notifying the employee of the disposition of the request in writing.
- 9.3.5 If the request is approved, it shall be the responsibility of the employee to report to the Fire Chief or designee at 0800 hours each morning for assignment unless pre-assigned duties or different work hours are provided.
- 9.3.6 The Fire Chief or designee shall be responsible for assigning the modified duty employee work which is consistent with the agreed upon physical restrictions or limitations.
- 9.3.7 It shall be the responsibility of the modified duty employee to immediately report any discomfort, change of status, or scheduled absences to the Fire Chief or designee.

### **9.4: ADMINISTRATIVE PROCEDURE FOR IMPLEMENTATION OF THE MODIFIED DUTY POLICY FOR EMPLOYEES INJURED OFF THE JOB**

- 9.4.1 An employee covered by this policy sustaining an off-the-job injury or illness may apply to return to work as soon as released by a treating physician. In order for the employee to apply for modified duty after sustaining an off-the-job injury or illness, the employee must submit a medical report completed by a treating physician which clearly states that the prognosis supports a conclusion that the employee is expected to return to full unrestricted duty within forty-five (45) calendar days of return to work on the modified duty assignment.
- 9.4.2 If the employee is unable to perform all duties associated with his/her position, the department will temporarily assign the employee to an alternate duty assignment consistent with the medical restrictions of the employee and the duties of the alternate duty assignment.
- 9.4.3 The City and the Fire Department retain the exclusive right to require a confirming medical opinion as to the suitability of an employee being assigned to a modified duty assignment. This confirming opinion shall be requested from a physician designated by the City. Any expense associated in obtaining a confirming opinion shall be assumed by the employer.
- 9.4.4 The City and the Fire Department retain the exclusive right to require the employee to submit to a periodic medical evaluation by the employee's

## ARTICLE 10 – MISCELLANEOUS

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treating physician. Any expense associated in obtaining a periodic medical evaluation by the employee's treating physician shall be assumed by the employee.

- 9.4.5 An employee afflicted with a contagious disease shall remain off the work site until a physician certifies he/she is no longer contagious to co-workers and the public during the course of a normal work week.
- 9.4.6 The employee's existing leave bank shall be converted from a fifty-six (56) hour to a forty (40) hour week. Any absences from the normal forty (40) hour work week shall be deducted from the appropriate leave bank. For example, appointments with a personal physician would be counted as sick leave; vacation leave would be deducted from the vacation bank.
- 9.4.7 An employee granted modified duty status will be allowed to work for a maximum of forty-five (45) calendar days starting on the first day of modified duty.
- 9.4.8 An employee granted a modified duty assignment shall report to the Fire Chief or designee at 0800 hours each duty day for assignment unless pre-assigned duties or different work hours. Duty hours and days may be modified at the discretion of the Fire Department to accommodate special work assignments. For example: night inspections, fire alarm watches, etc.
- 9.4.9 Modified duty shall be assigned by the Fire Chief or designee consistent with the limitations specified by the physician.
- 9.4.10 The employee may request an extension of the maximum forty-five (45) calendar days of modified duty status from the Fire Chief. The Fire Chief shall have exclusive authority to accept or reject the request for an extension based on the needs of the City and the Fire Department.

## ARTICLE 10 – MISCELLANEOUS

### **10.1: CONTINUING DISCUSSION**

The Union and Fire Management agree that crew cohesiveness, supervisor/subordinate relationships, and productiveness are highly valued by the Fire Department. Accordingly, the parties agree to meet and discuss, during the term of the Agreement, how the Holiday Leave Option impacts the Fire Department's ability to achieve the aforementioned missions.

### **10.2: SICK LEAVE USAGE**

The City and Union acknowledge that the impact of the 48/96 schedule on sick leave use is unknown. Therefore, the parties agree to re-open negotiations on sick leave if annual sick leave use exceeds the 5-year sick leave average

(14,172 hours in a calendar year for IAFF and IAFF-BC combined). Nothing in this provision excludes the parties from meet-and-confer during regularly scheduled negotiations.

**10.3: HEALTH SAVINGS PLAN**

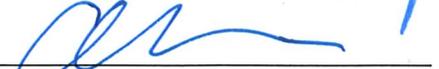
The City commits to establishing a citywide Retiree Health Savings Plan as promptly as is administratively feasible with a defined monthly contribution in which all employees may participate.

**AGREEMENT**

Executed this 8<sup>th</sup> day of October, 2019, by the Employer-Employee representatives whose signatures appear below

Employer Representatives:  
City of Fremont

  
\_\_\_\_\_  
Mark Danaj, City Manager

  
\_\_\_\_\_  
Allen DeMers, HR Director

  
\_\_\_\_\_  
Tina Gallegos, HR Manager

  
\_\_\_\_\_  
Amiel Thurston, Deputy Fire Chief

  
\_\_\_\_\_  
Charles Sakai, Attorney at Law  
Sloan Sakai Yeung & Wong LLP

Employee Representatives:  
International Association of Fire  
Fighters, Local 1689

  
\_\_\_\_\_  
Anthony Herrera, IAFF Local 1689

  
\_\_\_\_\_  
Ashraf Ahmad, IAFF Local 1689

  
\_\_\_\_\_  
Gregory Biddle, IAFF Local 1689

  
\_\_\_\_\_  
Kyle Sater, IAFF Local 1689

  
\_\_\_\_\_  
Timothy K. Talbot, Attorney at Law  
Rains Lucia Stern St. Phalle & Silver PC

  
\_\_\_\_\_  
JASON KOUlt, IAFF LOCAL 1689

Approved as to Form:



~~Randolph Hom, Assistant City Attorney~~

Harvey E. Levine

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APPENDIX A

CITY OF FREMONT  
FREMONT FIREFIGHTERS, I.A.F.F. LOCAL 1689

CLASSIFICATIONS

CLASS	CLASS TITLE
4030	FIRE CAPTAIN 56 HOURS 40 HOURS
4050	FIRE ENGINEER 56 HOURS 40 HOURS
4060	FIRE FIGHTER 56 HOURS 40 HOURS

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APPENDIX B  
CITY OF FREMONT  
SICK LEAVE GUIDELINES  
FIRE UNIT

It is the intent of the parties to jointly develop guidelines for the administration of sick leave in the Fremont Fire Department. The parties acknowledge that sick leave is intended to be taken when employees are legitimately unable to work because of illness or injury.

These sick leave guidelines are developed to address instances where sick leave utilization is problematic and not related to a catastrophic or singular event. The parties acknowledge that while legitimate sick leave use does not equate to abuse, sporadic, frequent unscheduled absences are disruptive of company routine and teamwork, administratively burdensome, and costly.

The parties have determined that the use of one hundred and forty-four (144) hours or less of sick leave in a twelve (12) month period represents an acceptable level of utilization (96 hours for 40-hour personnel). The parties have agreed to meet as necessary to review sick leave utilization. The parties will:

- a. Review sick leave utilization in excess of 144 hours (96 hours for 40 hour personnel) to sort out those instances of known severity; the remainder will constitute the group for individual discussion between Union and Management;
- b. If there is a pattern of high use, one Union representative and one Management representative will talk with the individual employee about the causes of absence. The purpose of the discussion will be to determine if help is needed and/or to develop action steps to be taken to improve sick leave utilization;
- c. A pattern of high sick leave use could include but is not limited to the following:
  1. High sick leave use (in excess of 144 hours; 96 hours for 40 hour personnel);
  2. Number of occurrences per employee (in excess of six per year);
  3. Sick leave use as sick leave is earned.

These sick leave guidelines can be modified through discussion between Union and Management. The parties agree to provide employees with a copy of these guidelines on their adoption.

Nothing herein is intended to diminish the Fire Chief's authority to achieve compliance with the Personnel Rules nor prohibit disciplinary action involving sick leave abuse.

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## APPENDIX C

### FORMULA FOR POSSIBLE COMPARABILITY ADJUSTMENT FIREFIGHTER CLASSES

Should the parties agree that the City conduct a salary survey for the rank of Firefighter, the following jurisdictions will be used: Alameda County, Berkeley, Hayward, Milpitas, Palo Alto, Livermore-Pleasanton, San Jose, San Mateo, and Vallejo.

The survey shall identify the top step base salary (monthly equivalent) being paid for the classification of Firefighter. Any payments made by a survey jurisdiction as a PERS employer paid member contribution toward the 9% employee contribution to PERS shall be included in the base monthly pay, if not already included. For those jurisdictions that require EMT certification to meet the minimum qualification for employment as a Firefighter, any premium amount paid for EMT certification shall be included in the calculation of the base monthly pay, if not already included.

Utilizing only jurisdictions with the EMT certification as a minimum qualification of employment as a Firefighter, the average of the five highest paid agencies shall be determined. If less than five agencies qualify (i.e., have the EMT requirement), then the formula will be based on the average of the qualifying agencies. For example, if only four agencies have the EMT requirement, the formula will be based on the average of those four.

The resulting survey average for Firefighter will be compared to the step 5 base salary of the Firefighter classification plus the amount of EMT premium pay for the City of Fremont.

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MEMORANDUM OF UNDERSTANDING  
FREMONT FIRE FIGHTERS, I.A.F.F. LOCAL 1689  
July 1, 2019 - June 30, 2021

I N D E X

ADDITIONAL HOLIDAYS.....	26	FORMAL WRITTEN GRIEVANCE	
ADVANCED LIFE SUPPORT .....	40	PROCEDURE.....	32
ANNUAL ACCRUAL OF HOLIDAY		GRADE REQUIREMENTS.....	17
HOURS.....	26	HAZARDOUS MATERIALS	
APPEAL OF EIP PARTICIPATION ....	17	EXPOSURE REPORTING SYSTEM	
APPROVED COURSES OF STUDY..	17	.....	18
ARBITRATION .....	33	HEALTH BENEFITS ALLOWANCE ...	27
ASSIGNMENT OF CREDITS.....	17	HEALTH SAVINGS PLAN.....	47
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CALIFORNIA PUBLIC EMPLOYEES'		INELIGIBLE COURSE WORK .....	16
RETIREMENT SYSTEM (CALPERS)		LEAVING THE PARAMEDIC	
.....	31	PROGRAM .....	41
CALL BACK .....	12	LIFE INSURANCE.....	30
CAPTAIN PREMIUM.....	8	LIQUIDATION OF NEW VACATION	
CITY COUNCIL APPROVAL.....	1	LEAVE AT SEPARATION .....	21
CITY RIGHTS .....	1	LIQUIDATION OF OLD VACATION	
CITY-PROVIDED TRAINING .....	16	LEAVE AT SEPARATION .....	20
COMMON MESS .....	37	LONG TERM DISABILITY TRUST	
COMPENSATORY TIME OFF .....	11	FUND.....	30
CONTINUATION OF INTERNAL		LONGEVITY PAY.....	5
REVENUE CODE SECTION		MAINTENANCE OF CERTIFICATIONS	
414(H)(2) EMPLOYER PICKUP ....	32	AND LICENSES .....	40
COURSE COMPLETION		MAINTENANCE OF EIP PAY .....	16
DOCUMENTATION.....	17	MODIFIED DUTY POLICY FOR	
DISPUTE RESOLUTION PROCESS.	32	EMPLOYEES INJURED OFF THE	
EDUCATIONAL INCENTIVE PAY.....	12	JOB.....	44
EMERGENCY MEDICAL TECHNICIAN		NEW VACATION LEAVE BANK .....	18
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FIREFIGHTER TRAINEE		OPERATIONAL ISSUES.....	37
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FLSA OVERTIME.....	10	PARTIES TO UNDERSTANDING.....	1
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FORMAL GRIEVANCE AND APPEALS		.....	16
.....	32	PREMIUM PAY .....	7

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RECOGNITION.....	1	SCHEDULE .....	40
REFRESHER COURSE		TEMPORARY UPGRADE PAY.....	6
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REGULAR RATE .....	10	TILLER PREMIUM.....	7
RETIREE MEDICAL INSURANCE.....	28	TRADES OF SHIFTS.....	37
SALARIES.....	5	TRAINING ASSIGNMENT PREMIUM..	8
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.....	7	WORK SCHEDULE FOR 40 HOUR	
STAFF ASSIGNMENT PREMIUM .....	9	WORK ASSIGNMENTS .....	10
STAFF CAPTAIN PREMIUM .....	8	WORK SCHEDULE FOR FIRE	
STATE LAW COMPLIANCE .....	1	SUPPRESSION (SHIFT)	
SUPPRESSION DIVISION WORK		EMPLOYEES .....	10