

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF FOLSOM
AND
SACRAMENTO AREA FIREFIGHTERS
LOCAL 522, IAFF, FOLSOM UNIT

September 16, 2019 through June 30, 2022

Folsom File No. 482-21 19-003



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PREAMBLE

On the date hereinafter subscribed, authorized representatives of the City of Folsom, herein called "City", and authorized representatives of the Sacramento Area Firefighters Local 522, IAFF, herein called "SAFF, Local 522", made and entered into this Memorandum of Understanding, hereinafter referred to as "Agreement" or "MOU." Pursuant to Section 3500 et seq. of the Government Code of the State of California, an agreement between the aforementioned parties has as its purpose the promotion of harmonious labor relations; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

It is understood and agreed that this Memorandum of Understanding supersedes and replaces all previous agreements on these points by and between the City of Folsom and the Sacramento Area Firefighters Local 522.

ARTICLE I

RECOGNITION AND COVERAGE

1. Recognition

The Sacramento Area Firefighters Local 522 is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Policy, for all employees assigned to the Sacramento Area Firefighters Local 522 Bargaining Unit in the following classifications:

Fire Captain
Fire Engineer
Firefighter I
Firefighter II
Paramedic

In the event new classifications are established which are appropriate for this unit, the parties agree to meet and confer for the purpose of including such in the Sacramento Area Firefighter Local 522 Bargaining Unit.

2. Continuation of Benefits

- A. This Memorandum of Understanding is a final expression of the agreement between the parties with respect to the terms and conditions of employment. No amendment, alteration, understanding, variation, waiver or modification of any terms or provisions of this Memorandum of Understanding shall in any manner be binding upon the parties unless made and executed in writing between the parties hereto and approved by the City Council.
- B. Terms and conditions of employment as specified in this Memorandum of Understanding shall remain in full force and effect during the term of this Memorandum of Understanding unless modified pursuant to the above paragraph or as otherwise specified in this agreement.

3. Terms of Understanding

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective as of September 16, 2019 and shall expire June 30, 2022. The parties agree to begin negotiations on a successor Memorandum of Understanding no later than 120 calendar days prior to expiration of this Memorandum of Understanding.

4. Meeting and Confering During the Term of the Memorandum of Understanding

Unless specifically agreed otherwise, this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters contained in this Memorandum of Understanding and supersedes and cancels all prior or existing understandings or agreements between the parties, whether formal or informal.

During the term of this Memorandum of Understanding, representatives of the City and the SAFF, Local 522 may meet and confer on matters of mutual concern. Any agreement reached between the parties shall be memorialized in writing and be deemed a "Side Letter" to this Memorandum of Understanding.

The City Manager is authorized to enter into a Side Letter on behalf of the City for purposes of the interpretation or administration of this Memorandum of Understanding. A Side Letter to this Memorandum of Understanding shall not be deemed valid until signed by the City Manager or designee, approved as to form by the City Attorney, and signed by an authorized representative of the SAFF, Local 522. Side Letters agreed to during the term of this Memorandum of Understanding may be incorporated into any successor Memorandum of Understanding.

5. Severance

Should any provision of this Agreement be found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequent enacted legislation, the remainder of the Agreement shall continue enforce. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

6. No Strike

The SAFF, Local 522 agrees that during the term of this Agreement, neither it nor its officers, employees, representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Folsom. In the event that SAFF, Local 522 members participate in such activities in violation of this provision, SAFF, Local 522 shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE II

MANAGEMENT RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this article shall be construed to require the City to negotiate on matters which are solely a function of management, or not otherwise assigned as an employee right, including the following:

1. To manage the City generally and to determine issues of policy.
2. To determine the existence of facts which are the basis of management decisions.
3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.

8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City. Such changes shall be subject to reasonable notice and good faith meet and confer.
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.
10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
11. To establish and modify productivity and performance programs and standards.
12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
14. To hire, transfer, promote, and demote employees for non-disciplinary reasons.
15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in City facilities and operations
18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et, seq.
19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules and Regulations.
20. To take any and all necessary action to carry out the mission of the City in emergencies.

ARTICLE III

UNION RIGHTS

1. Union Leave

- A. The designated unit representative shall be granted reasonable release time, without loss of compensation or benefits, to meet with representative(s) of the City in regard to employee-employer relations matters.
- B. Upon request of the SAFF, Local 522 unit representative, a reasonable number of employees may be released from duty, without loss of compensation or benefits, for the purpose of meeting with the City. Such release time shall include thirty (30) minutes before and fifteen (15) minutes after the scheduled meeting. The times before and after the meetings are in addition to reasonable travel time to and from the employee's work location.
- C. The City reserves the right to postpone or cancel a meeting if adequate staffing of the City's emergency services would be curtailed by the release of participating personnel.
- D. Time used, pursuant to this section, shall be in addition to the time provided in Article III, Section 2, Union Bank Time.

2. Union Bank Time

- A. Employees in the bargaining unit may, but are not required to, donate accrued annual leave, holiday leave, compensating time off or staffing furlough time, in no less than one (1) hour increments, into a bank of hours from which designated representatives may draw time for the purposes of conducting Sacramento Area Firefighters Local 522 activities. Donated time will be transferred from the donating employee's accrued annual leave to the Union Bank in August of each year. Should supplemental donations be needed, the unit representative will notify the City and an additional "donating" period will be permitted.
- B. The unit representative or designee must approve, fill out and submit a leave slip for all employees using the Union Bank. The release of employees on Union Bank Time shall be subject to both the approval of the Unit Representative and the needs of the City, as determined by the Fire Chief. Approval by the Fire Chief shall not be unreasonably withheld. In no event shall more than three (3) bargaining unit members be released from duty, pursuant to this section, at the same time.
- C. The unit representative or designee must request through the on-duty Division Chief for the release of employees on Union Bank Time at least ten (10) work days prior to the desired time off. Under unusual or emergency circumstances, the request may be

considered for approval with less than ten (10) working days' notice.

3. Union Security

The following provision has been agreed to pursuant to Section 3502.5 of the Government Code.

- A. Membership dues shall be payroll deducted and transmitted to the SAFF, Local No. 522.
- B. Any employee who is a member of a bonafide religion, body or sect that has held conscientious objections to joining or financially supporting public employee organizations shall not be required to financially support SAFF, Local No. 522. Such an employee shall, in lieu of the service fee, pay a sum equal to the service fee to a non-religious, non-labor charitable organization that is exempt from taxation under the Internal Revenue Service Code and identified by the SAFF, Local 522.
- C. The SAFF, Local 522 expressly agrees to indemnify, defend and hold the City harmless for any and all claims, demands, costs (including any costs and attorney's fees incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in adoption or administration of this section. This hold harmless defense and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this section.

ARTICLE IV

SALARY AND OTHER COMPENSATION

1. Market Survey

The City agrees that if a Market Survey is to be completed, the classes of Firefighter I, Firefighter II, Fire Engineer, and Fire Captain shall be used. Additionally, it is agreed that the following agencies shall be used: City of Davis, City of Rocklin, City of West Sacramento, City of Sacramento, Sacramento Metropolitan Fire Protection District, City of Roseville, El Dorado Hills Fire District, and Cosumnes Community Services District.

2. Paramedic Differential Pay

- A. Positions in the job classification of Firefighter, Fire Engineer and Fire Captain that maintain paramedic licensure and accreditation will receive the following monthly paramedic pay differential:
 - 1) Firefighter - \$765.00 per month.
 - 2) Fire Engineer - \$600.00 per month.

- 3) Fire Captain - \$550 per month.
- B. Employees assigned to a temporary assignment shall maintain the paramedic differential pay of their permanent classification,
 - C. Employees that maintain paramedic licensure and accreditation shall be reimbursed for the cost of the license and accreditation.
 - D. Current employees achieving paramedic status must receive pre-authorization from the department to qualify for participation in the paramedic program.
 - E. The department shall have the right to remove paramedic differential pay from any required or authorized employee as a result of loss, or lapse of paramedic licensure and accreditation by Sacramento County or State of California requirements and regulations.
 - F. The department shall provide a fiscal year list of the names of those employees that are required, and those that are authorized, by terms of this MOU to perform in the capacity of paramedic and receive paramedic differential pay. All current and/or new employees authorized or required to possess paramedic licensure and accreditation, will be automatically added to this list.
 - G. An employee authorized to operate as a paramedic can request, in writing to terminate paramedic status. This request must be received ninety (90) days prior to the requested termination date. The department will evaluate the number of current paramedics, and the service level within the City of Folsom, to determine whether to grant this request. Such request will be granted if the service level will not be disrupted or does not cause negative financial impact.
 - H. All employees receiving paramedic differential pay shall have their performance as a paramedic included in their City employee performance evaluations. Performance that falls below "meets expectations" shall be reviewed by the department EMS Officer and Fire Service Medical Director. Such employees, identified as authorized in the fiscal year list, may be subject to removal from participation in the paramedic program and loss of paramedic differential pay. The parties agree that disagreements under this provision may be appealed through the grievance procedure contained in Article XII, Grievance Procedure of this MOU.
 - I. Those employees, regardless of rank, receiving paramedic differential pay may request re-assignment to a medical transporting unit for periods not to exceed 30 days.
 - J. Merit step increases will not be withheld as a result of paramedic performance for employees who are not participating in the paramedic program as a condition of employment.

3. Temporary Work Assignments

- A. Employees assigned to a temporary, 40 hour work week will receive a 10% pay increase for the duration of the assignment. Such assignment shall be for not more than ninety (90) days in duration unless otherwise agreed to by the Employee and the Department.
- B. Career Development Positions: The City and the SAFF, Local 522 agree to jointly develop and implement a career development program for purposes of gaining the knowledge, skills and abilities in the Training, EMS, and Fire Prevention Divisions, or other identified assignments, of the Fire Department. This includes the development of job descriptions and responsibilities for each identified assignment. The assignment shall be considered non-mandatory and shall be filled only with qualified volunteers. Should more than one volunteer for the assignment, the Fire Chief will evaluate the qualifications of all candidates before selecting a volunteer. Seniority in grade, performance evaluations, disciplinary actions and commendations, and educational experience shall be the determining factor in this selection. The duration of the assignment shall be for no longer than twelve (12) months. The assignment may be extended by mutual agreement between the individual and the Department. Permanent employees will not be assigned until successfully completing their probationary period.

4. Educational Incentive

- A. Employees subject to this Agreement shall be eligible, upon proof of eligibility, to receive a monthly educational incentive pay as described in this section of up to 10%, in addition to the regular base pay:
 - 1) Any Associate of Arts or Science Degree from a City approved recognized college or university (as defined in Section D), or CSFM "Fire Officer" or "Company Officer" completion of certification track shall receive 5%.
 - 2) Employees who successfully complete all CSFM "Chief Officer" or "Chief Fire Officer" certification track educational requirements (Pre-Certification) in addition to completion of the requirements in Item 1 above shall receive 7.5%; or
 - 3) Bachelor of Arts or Science Degree in Fire Technology/Science, Public Administration, Business Administration, Public Safety, Emergency Management, or other approved program from a City approved accredited college or university (as defined in Section D); or any Associates of Arts or Science Degree from a City-approved recognized college or university (as defined in Section D) and CSFM "Fire Officer" or "Company Officer" certificate and successful completion of CSFM "Chief Officer" certification

track or CSFM "Chief Fire Officer" requirements as follows: course completion, task book completion, and experience as specified in the CSFM Chief Fire Officer Certification Checklist shall receive 10%. Employees may seek pre-approval from the City prior to taking courses in this program.

- 4) CSFM Fire Officer certificate shall be equivalent to a CSFM Company Officer certificate.
 - 5) CSFM Chief Officer certificate shall be equivalent to the CSFM Chief Fire Officer certificate.
- B. Employees hired prior to July 1, 2010 who receive a Master of Arts or Science Degree in Fire Technology/Science, Public Administration, Business Administration or Public Safety from an accredited college or university shall receive an additional 5% Educational Incentive Pay. Employees hired on or after July 1, 2010 shall not qualify for an additional 5% for a Masters of Arts/Masters of Science degree.
- C. Educational Incentive Pay shall be received by the employee upon submitting substantial proof of eligibility acceptable to the department, and shall not be applied retroactively. Substantial proof shall be a diploma, certificate or official acknowledgement that all educational criteria for the document have been submitted.
- D. Recognized colleges and universities are those institutions of higher learning accredited by one or more of the United States regional accrediting bodies.
- E. For purposes of clarification the City agrees to amend titles contained in this Section in a manner consistent with changes enacted by the California State Fire Marshall.

5. Longevity Pay Plan

- A. Subject to subsections B and C below, the City will pay employees represented by the SAFF, Local 522 for their continued longevity based on the following formula. The Longevity Pay increments will be paid on a monthly basis.
- | | | |
|------------|--------|--|
| | 2 1/2% | After 10 years of full-time City service |
| Additional | 2 1/2% | After 15 years of full-time City service |
| Additional | 2 1/2% | After 20 years of full-time City service |
- B. Longevity Pay shall not exceed a total of 7 1/2% per month for an employee with twenty or more years of full-time City service.
- C. Notwithstanding subsection A above, for the period beginning July 1, 2011 and ending June 30, 2012, employee advancement from one Longevity Pay increment to the next increment shall be frozen. Employees who would normally have advanced to a higher increment during this period shall advance to the next higher increment

twelve (12) months from their anniversary date and shall not receive any retroactive payment. Total service credit for longevity purposes is not impacted.

D. Employees hired after July 1, 2011 shall not be eligible to receive Longevity Pay.

6. Out of Class Compensation

The City shall pay out of class compensation pursuant to City Personnel Rules and Regulations, except that, such compensation shall be paid on an hour-for-hour basis to employees who are assigned to work in a higher classification. Employees shall receive an additional \$3.00 per hour for Acting Battalion/Division Chief or Acting Captain, or \$2.50 per hour for Acting Engineer for the duration of the out of class assignment.

Employees will not be forced to work out of class in a lower class except in those instances outlined in Article VIII, Section 8, Emergency Leave. In the event that all eligible employees for a vacancy have been contacted and have refused the overtime opportunity, then a qualified employee in any class may volunteer for that overtime opportunity.

- A Captain or Engineer will not be eligible for immediate need or planned need strike team assignments while assigned to a lower rank without the Fire Chief's approval.

The Fire Chief or their designee may waive this work restriction based upon the needs of the City.

7. Retirement

A. Public Employees Retirement System (PERS) – Formula

- 1) All safety employees hired on or before June 30, 2010 shall receive the retirement benefit of 3%@50. All safety employees hired on or after July 1, 2010 shall receive the retirement benefit of 2%@50. Pursuant to the California Public Employee's Pension Reform Act of 2013 (AB 340), all employees hired after January 1, 2013 shall receive the retirement benefit of 2.7@57 or as otherwise required by PERS law.
- 2) All employees hired on or before June 30, 2010 shall receive the retirement benefit based on the single highest twelve (12) months of compensation. All employees hired on or after July 1, 2010 shall receive the retirement benefit based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as provided in state law pertaining to PERS.

B. Public Employees Retirement System (PERS) -- Retirement Contribution:

- 1) The City agrees to pay the full cost of employer contributions to the Public

Employees' Retirement System (PERS) for all employees in the Sacramento Area Firefighters Local 522 bargaining unit, as currently contracted with PERS. Effective July 1, 2011, employees shall pay the employee share of retirement according to the following implementation schedule:

- a. Effective July 1, 2011, employees shall pay 5% of the employee share of retirement.
- b. Effective January 1, 2012, employees shall pay 9% of the employee share of retirement.

C. The City agrees to continue Government Code Section 20691, Conversion of Employer Paid Member Contributions (EPMC).

8. Pre-Retirement Optional Settlement 2W Death Benefit (Survivors)

Effective October 16, 2006, the City modified the contract with the Public Employees Retirement System (PERS) to add Government Code Section 21548, Pre-Retirement Optional Settlement 2W Death Benefit.

9. PERS Retirement -- Alternate Death Benefit.

The City has amended its contract with the California Public Employees Retirement System to add the Alternate Death Benefit for Local Fire Members credited with 20 or more years of service (Government Code Section 21547.7). SAFF Local 522 agrees that all costs associated with this PERS contract amendment shall be borne by employees in the SAFF Local 522 Bargaining Unit. To this end, the City will deduct a flat amount per paycheck from each employee in the SAFF Local 522 Bargaining Unit sufficient to fund the cost of this PERS contract amendment.

10. Social Security Withdrawal

The City agrees to reopen and negotiate the direction of funds, should the City withdraw from Social Security.

11. Field Training Officer (FTO)

A. Field Training Officer Program

The City and the SAFF, Local 522 agree to jointly develop and implement a Field Training Officer (FTO) program to assist in the career development and mentoring of department employees or paramedic interns. Additional career development training may be added to the program as agreed to by both parties. Only one person may serve as an FTO at any one time for an individual receiving career development and mentoring. Parties agree to meet as agreed on for the purpose of developing a

FTO operating plan for the Department.

- 1) The Fire Chief shall certify the qualifications of an employee as a designated FTO prior to using the employee in that capacity. The FTO plan used by the department shall be voluntary in nature and shall not require participation by employees. Employees who volunteer to be an FTO shall not be negatively affected in their annual evaluation for performance as an FTO. An employee may be removed from the FTO position by the Fire Chief due to lack of need for the FTO or other reasons as set forth by the City.

B. Field Training Officer Compensation

- 1) The City shall pay FTO compensation on an hour-for-hour basis to employees who are assigned in writing by the department to work in this capacity. Employees in the classes of Fire Captain, Fire Engineer, Firefighter, and Paramedic shall receive an additional \$4.00 per hour while serving as an FTO.
- 2) FTO compensation shall be paid to employees providing for the training of department employees (probation or full time) or paramedic interns as authorized by the Fire Chief.

12. Salary

- A. Effective the first full pay period after City Council approval of this MOU, all employees shall receive a salary increase of 2.5%.
- B. Effective the first full pay period in July 2020, all employees shall receive a salary increase of 2.5%.
- C. Effective the first full pay period in July 2021, all employees shall receive a salary increase of 2.25%.

13. Salary Ranges

- A. Effective the first full pay period after City Council approval of the MOU, Salary Range A and B shall be eliminated and the Salary Range for Firefighter, Fire Engineer, and Fire Captain shall be as set forth in Attachment A. The amounts specified in Attachment A include the salary increase described in Section 12 as well as other adjustments.
- B. Employees will be moved to the new salary range as of the first full pay period after City Council approval.
- C. Employees shall be placed on the salary range step that is closest to their pay as of, September 16, 2019 without being lower.

- D. Procedures for step advancement, promotion, demotion, transfer and layoff as set forth in City of Folsom personnel rules and this MOU shall continue to apply. An employee's anniversary date shall remain the same.

ARTICLE V

OVERTIME

1. Overtime Computation/Accrued Staffing Furlough Time

- A. Overtime hours worked will be compensated at one and one-half (1 1/2) times the employee's straight time hourly rate of pay (including all compensation regularly and routinely received by the employee), based on a 56 hour work week (2912 hours worked per year) or 40 hour work week (2080 hours worked per year).
- 1) SFT earned shall not be cashed out except upon separation of employment. Upon separation, banked SFT will be cashed out at the employee's straight time rate of pay (including all compensation regularly and routinely received by the employee).
 - 2) Employees may use accrued SFT for leave purposes.
 - 3) Employees may request SFT time off consistent with Annual Leave procedures (Article VIII, Section 1, Annual Leave).
- B. Employees shall be compensated at their overtime rate for all hours worked that are not part of the employee's normally assigned work schedule. It is understood that leave time taken by an employee shall continue to not be counted as time worked for FLSA purposes.
- C. Pursuant to City Personnel Rules and Regulations all overtime shall be compensable in increments of thirty (30) minutes.
- D. Incidental overtime of less than fifteen (15) minutes in a non-recurrent extension of the work day/shift is non-compensable in any form.
- E. Employees shall be compensated at their overtime rate of pay for one (1) full hour when working beyond the incidental overtime period (Article V, Section 1(D), Overtime) as a result of a dispatched incident.
- F. Overtime hours worked on a contract services basis (i.e., Folsom Dam project) shall be compensated as hours scheduled in fifteen (15) minute increments. Overtime worked beyond the scheduled shift shall be compensated in accordance with Article V, Section 1(D) Overtime above and incremental compensation.

- G. The department has the right to require employees to remain at work and perform work-related duties for the duration of the established overtime period.

2. Compensating Time Off

Compensatory time off (CTO) may be accrued in lieu of overtime pay to a maximum of ninety-six (96) hours. Employees shall take CTO off in a manner consistent with Annual Leave. Accrued CTO shall be used before any other accrued leave time is used.

3. Overtime Scheduling

The City agrees to a list for “Special Events” and a list for “Scheduled Overtime Duty”.

- A. “Scheduled Overtime Duty” (“SOD”) procedures will follow the most current “SOD” Procedures found in the Fire Department Standard Operating Procedures Manual. “SOD” list shall be zeroed out on January 1st of each year and revert to overall seniority then to overtime hours.
- B. “Special Events” shall be a rotating list. Employees hired and/or mandatory hired under the “Special Events” criteria shall rotate to the bottom of the “Special Events” list, without regard to the number of regular overtime hours worked.
 - 1) "Special Events" is defined as any event that increases the daily staffing over the normal staffing level (i.e., Rodeo stand by, Red Flag warning day, Wind event).
- C. The parties agree to meet and confer over the impact of future special events on SAFF 522 members.

4. Emergency Callback

- A. Employees are subject to routine or periodic emergency callback that is inherent and integral part of their assigned job responsibilities in order to provide continuous public services deemed to be necessary and appropriate by the City Manager or Fire Chief. The Fire Chief or his/her designee shall initiate emergency callback to all employees to return to work due to emergency condition at the National, State, or local level compels the Fire Chief to provide staffing for continuous public service deemed necessary and appropriate to maintain department operations.
- B. Employees shall keep the Department apprised of a current telephone number where they can normally be reached during off-duty hours. Employees shall respond to an emergency callback within a reasonable amount of time, unless the employee is incapable of doing so.

C. Emergency callback shall be paid at (1 1/2) times the hourly rate of pay, for a period of two (2) hours or for hours actually worked, whichever is greater. Section 4 of Article V, Overtime, does not apply to emergency callbacks.

5. Mandatory Hires

A. Employees who are notified that they are being mandatory hired to work overtime as a result of unplanned vacancies (e.g., sick leave, emergency leave, strike team backfill) that originate within twenty-four (24) hours or less of the start of the next scheduled work shift shall be compensated at a rate at two (2) times the employee's regular hourly rate of pay for up to a maximum of eight (8) hours per occurrence and one and one-half (1 1/2) times the employee's hourly rate of pay for the balance of the mandatory hire shift.

B. Employees that volunteer to work a mandatory hire in place of another employee who has been notified that they are being mandatory hired will work that overtime at the employee's normal overtime pay rate of one and one half times (1 1/2). The employee volunteering for that shift will have their name moved to the bottom of the mandatory hire list.

6. Court Appearances

Fire personnel will be compensated for required, job related off-duty court appearances at one and one half times (1 1/2) the hourly rate of pay, for a period of four (4) hours or for hours actually worked, whichever is greater. Personnel filling shift vacancies for employees appearing on-duty for court appearances shall receive overtime compensation in accordance with Article V, Section 1, Overtime.

7. Station Assignment Changes

A. Employees who are notified of station assignment changes after the completion of their shift and leaving the work site, shall be compensated by the payment of one half (1/2) hour of pay at the employee's overtime rate. The purpose of this provision is to recognize, and compensate for, the additional time and effort required to make the transition to the new station assignment.

B. Employees who voluntarily accept overtime assignments that require attendance at more than one station for purposes of shift change, that create a "holdover" or "cover" situation, except late calls, shall make arrangement(s) to trade the "holdover" time with the respective employee awaiting relief, or will be docked the amount of time consistent with the current MOU to compensate the holdover employee.

C. In the instance of a late call causing a delay and forfeiture of scheduled overtime hours, the affected employee is still eligible for compensation as provided in Article

V, Section 1(E), Overtime “as a result of a dispatched incident.”

8. Staffing Errors

An employee, who reports to work on an overtime shift and is released from duty because of a staffing error, will be compensated for four (4) hours at one and a half times (1 ½) the hourly rate of pay when the employee remains at work and performs work related duties for the duration of the four (4) hour work period. Employees who elect to leave the work site prior to the four (4) hour work period shall be compensated for the actual hours worked. The provision governing force hire compensation shall govern when applicable.

9. Scheduled Off-Duty Training

Fire personnel will be compensated for scheduled, off-duty training that is required by the Department and approved by the Fire Chief. Compensation shall be at one and a half times (1 ½) the hourly rate of pay, for a period of two (2) hours or for hours actually in attendance, whichever is greater. In the event the training is canceled and the employee has arrived at the training location he/she will be compensated for two hours of overtime.

10. City Business Travel

- A. Employees who travel to do business for the City shall be compensated for actual hours worked, including travel time. Employees that are not on a regular scheduled day to work shall be compensated one and one half (1 1/2) times the employee's total hourly compensation rate.
- B. Employees who travel to do business for the City that are on a regular scheduled work day shall be placed on Offsite (OS) Status for the entire work period with no loss in wages or benefits.
- C. The employee may request a Per Diem, which shall be the maximum Per Diem based on the most current Maximum Domestic Per Diem Rate table in accordance with the City Travel Policy. If Per Diem was not requested prior to departing on City business, the employee upon returning from the City business may submit a Per Diem request for reimbursement with receipts.

ARTICLE VI

HOURS OF WORK

1. 48/96 Work Shift

Subject to Subsection 1(C) below, the City and the SAFF, Local 522 agree to continue the 48/96 work schedule, as follows:

- A. Personnel working a 56-hour workweek (2,912 hours per year) will work a total of four shifts within a twelve (12) day cycle. Each shift shall be for 24 hours in duration and shall be scheduled back-to-back, contiguously. A shift rotation is defined as two (2) back-to-back, contiguous 24-hour shifts.
- B. The twelve (12) day cycle shall start at 0800 hours.
- C. Pursuant to Article II, Item 9, Management Rights, of the MOU work schedules shall continue to be at the discretion of the Fire Chief in consultation with the City Manager, upon reasonable notice and good faith meet and confer with the SAFF, Local 522. The City also reserves the right to review this shift schedule on a periodic basis in order to address any potential inequities or problems.
- D. All Fair Labor Standards Act (FLSA) 7K exemptions for Firefighters will apply, e.g., hours worked and overtime provisions, etc., unless modified by other provisions in this Memorandum of Understanding.

2. Modified Duty Assignments

The department reserves the right to determine and approve all modified duty assignments. However, the City will endeavor to provide modified duty assignments upon request to any employee who submits verification from a medical physician identified from a City health insurance plan, or from a Worker's Compensation approved treating medical physician, substantiating the necessity for such modified duty as a result of pregnancy, injury or illness. The department shall determine the hours and duties of any approved modified duty assignment. Although Modified Duties Assignments are temporary, they are not to be classified as "Temporary Work Assignments" as defined in Article IV, Section 3A, Temporary Work Assignments. In the event the employee is placed on a forty (40) hours work schedule Article VII, Section 1, Holidays, will apply.

3. Fair Labor Standards Act (FLSA)

The City shall comply with the Fair Labor Standards Act (FLSA) and agrees to meet with the SAFF, Local 522 in order to discuss sections of the Act which affect the agreed upon wages, hours and other terms and conditions of employment.

4. Station and Shift Transfer Process

A. Department Requests

In the event a departmental need arises to move personnel from one shift to another shift, or from one station assignment to another, the basic reason for the need shall be made known to the affected employees. Whenever a vacancy occurs, it shall be bid for by seniority in the rank in which the vacancy occurs. If the vacant position is not

filled through the bid process (no one applies), assignments shall be made through inverse order of seniority within the rank. If the transfer is due to departmental need, the City will be responsible for honoring the employee's scheduled vacation dates.

B. Employee Requests

Employees voluntarily seeking transfer from shift to shift, or station to station, may fill out a shift/transfer request form and submit it to the Fire Chief or his/her designee for approval.

- 1) Requests to move stations/shifts will be approved by the Fire Chief or his/her designee if there are no negative operational impacts to the Department.
- 2) Station/Shift transfer requests may be submitted twice annually for consideration.
 - a. Deadlines to request a transfer are September 15th, with an implementation date near the beginning of the next calendar year based upon established work schedules and pay cycles. Employees granted a shift transfer at this time will be notified by the Fire Chief or his/her designee no later than October 1st, and will bid station assignment and vacation dates on the newly assigned shift.
 - b. Station / Shift transfer requests will be considered mid-year as well. The dead-line for such requests is June 1st with an implementation date near the beginning of July based upon established work schedules and pay cycles. Employees granted a shift transfer at this time will be notified by the Fire Chief or his/her designee no later than June 15th. Employees who are granted a Station/Shift transfer mid-year assume all responsibility for re-scheduling their vacation dates pursuant to the MOU and/or loss of the bid vacation dates. Employees granted a Station/Shift transfer mid-year will be assigned to the vacancy identified based upon their seniority in rank.
 - c. Voluntary Station/Shift requests are final once the Department has notified the employee in writing of the transfer request approval. Members are specifically precluded from initiating any appeal process (including Article XII, Grievance Procedure) to either the City of Folsom or the Folsom Fire Department for any alleged violations of this section.

Station Bids

Station bids for each shift will be conducted at least annually. The Department will establish a list of departmental needs for each individual station. The most senior person by rank will bid for assignment based on filling the department's needs until all of the

department's needs have been met and all of the vacant seats have been filled. All firefighters that bid at a medic station will participate in a medic seat rotation, to be determined by the station supervisor.

ARTICLE VII

HOLIDAYS

1. Non-Shift Personnel

Employees who are not assigned by the Fire Chief to work shifts shall receive the following:

A. The following holidays shall be observed by the City:

- 1) New Year's Day (January 1)
- 2) Martin Luther King Day
- 3) President's Day (Washington's Birthday)
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Veterans Day
- 8) Thanksgiving Day
- 9) Friday following Thanksgiving Day
- 10) December 24
- 11) Christmas Day
- 12) December 31
- 13) One (1) personal holiday as set forth in Item E) below.

B. If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday.

C. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday.

D. Notwithstanding the above, eligible employees who are not able to take a designated holiday day off shall be credited with one (1) additional day of annual leave (8 hours) for each holiday not taken.

E. As listed under Item A above, employees shall be entitled to one (1) personal holiday (8 hours) per calendar year. Employees who have not completed their initial probationary period may not take their personal holiday until they have completed the probationary period.

F. No holiday pay shall be accrued when an employee has been off work on unpaid status for more than ninety (90) days.

2. Holiday Pay Differential

Effective July 1, 2011, employees shall receive a 6% Holiday Pay differential. Holiday Pay shall be multiplied by the employee's salary step. Employees with accrued Holiday Leave credits on the books may take such time off in the same manner as Annual Leave. Holiday Pay shall be compensable for retirement (PERS) purposes.

3. Holiday Routine

On those days which are official City holidays, or on any other days declared a holiday by the Administration, a holiday routine will be utilized. Under this procedure, the personnel will be allowed to spend the day pursuing leisure activities within the following guidelines:

- A. Morning apparatus checks are to be performed promptly as on any other day.
- B. Any maintenance or other activity required to maintain the company at an appropriate level of readiness will be performed.
- C. Any other activity will be performed, if in the judgment of the officer in charge, to delay or fail to perform such an activity would in any way be detrimental to the Department's equipment or operation.

ARTICLE VIII

LEAVES

1. Annual Leave.

1) Employees shall receive the following Annual Leave credits:

Non-shift personnel (40 hour work week):

<u>Length of Service</u>	<u>Annual Leave Allowance</u>
0 - 5 years	15.34 hours per month
5 - 10 years	18.66 hours per month
10 - 15 years	21.34 hours per month
15+ years	23.34 hours per month

Shift personnel (56 hour work week):

<u>Length of Service</u>	<u>Annual Leave Allowance</u>
0 - 5 years	24.34 hours per month
5 - 10years	27.66 hours per month
10 - 15 years	30.34 hours per month
15+ years	32.34 hours per month

- B. Except as specified in Article VIII, Section D(1) below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article VIII, Section 5, Sick Leave, of this MOU.
- C. Subject to Article V, Section 2, annual leave credits may be used for any approved absence, including vacation and illness or injury. When annual leave is used for vacation, it will be scheduled pursuant to Article VIII, Section 2, Leave Request Procedure and Section 3, Vacation Bidding. When annual leave is used for illness or injury leave (e.g., sick leave) purposes, it will be taken pursuant to Article VIII, Section 5, Sick Leave, of the MOU.
- D. Employees with annual leave balances that exceed the annual leave caps of 320 for non-shift/448 for shift employees as of the date of ratification by City Council of this MOU, may retain such balances until the annual leave balances are reduced to the new caps.
- 1) To avoid exceeding the maximum of 320/448 hours of accumulated annual leave, the City may direct an employee to take time off on annual leave. However, in the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 320/448 hours, the number of hours that exceed 320/448 hours shall be rolled over into sick leave until the annual leave balance is reduced to the cap.
- E. Employees may cash out up to 40 hours of annual leave for non-shift personnel, and 56 hours of annual leave for shift personnel per fiscal year. Annual leave shall be cashed out pursuant to procedures established by the City Human Resources Department.
- F. Accrued annual leave shall be cashed out upon separation of employment with City on an hour for hour basis.
- G. Employees, once only may convert any amount of annual leave to sick leave at a ratio of 1 hour of annual leave to 1.5 hours of sick leave within the first 30 days after ratification by the Council of this MOU. There is no other annual leave to sick leave conversion except as provided by Article VIII, D, 1.

2) Leave Request Procedure

- A. Leave requests less than twelve (12) hours may be granted if a qualified individual voluntarily accepts the overtime opportunity.
- B. Unless an exception is granted by the Fire Chief no less than twelve (12) hours can be granted for leave purposes 12-hour leave increments must begin or end at 0800 (i.e. 0800-2000 or 2000-0800 hours).
- C. No more than fifteen percent (15%), (rounded to the nearest whole number), per shift within the Fire Captain, Fire Engineer, or Firefighter classifications shall be granted leave for bid vacation (BV) or vacation (V) leave purposes at any one time. Leave usage requests scheduled during an approved Bid Vacation (BV) process will be granted in accordance with this subsection.
- D. No more than fifteen percent (15%), (rounded to the nearest whole number), plus one (1) per shift within the Fire Captain, Fire Engineer, or Firefighter classification shall be granted leave for any purpose at any one time. All prior approved leave requests will be honored regardless of total personnel off.
- E. Exceptions to Subsection (D) may be granted by the Fire Chief so long as it does not result in a mandatory hire.
- F. Leave requests for dates submitted twenty-one (21) days or more from the requested leave date will be accepted and approved as per subsection C above. Leave requests submitted within the twenty-one (21) day period, which create a vacancy requiring an overtime fill, will be approved if a qualified replacement accepts the overtime opportunity.

3) Vacation Bidding

- A. Vacation bid scheduling consists of one calendar year, starting January 1.
- B. Vacation bidding will be based on seniority by shift. Seniority will be based on the original, full-time hire date of the employee.
- C. The bidding process shall be completed ninety (90) days prior to the beginning of the calendar year. Bidding shall take place by the shift proceeding the ninety (90) day period and shall consist of a one day process for each shift.
- D. Employee shall be notified in writing of the scheduled bid day for their respective shift thirty (30) days prior to that day.

- E. Employees on extended leave, i.e., Worker's Compensation and vacation, shall be notified by certified mail thirty (30) days prior to the scheduled bid date for their shift.
- F. Vacation bidding will be held in rounds. Each employee will have the opportunity to select a continuous block of time, one (1) continuous block per round. Bidding by rounds will continue until all employees have completed selections. At the conclusion of the bidding process, employees shall submit their bid selections to the shift representative or unit representative on a Department Vacation Request slip by the end of that shift.
- G. Vacation bidding cannot result in no more than fifteen percent (15%), (rounded to the nearest whole number), or authorized shift personnel per shift shall be granted annual leave for vacation purposes at the same time. For example: 20 shift personnel per shift x 15% = 3 personnel granted leave for vacation purposes.
- H. Shift representatives or authorized designees will handle the bidding process for their respective shifts.
- I. Employees on leave, i.e., Worker's Compensation, disability leave or leave shall be responsible for submitting their selections for the bidding process. A written, date stamped and initialed and/or certified mail notification of the desired bids by such employee shall be submitted to the respective shift representative or unit representative prior to the scheduled bid day. Failure to do so will result in vacation bid passes by the employee. Certified mail is to be addressed to the unit representative or shift representative.
- J. A continuous block of time consists of no less than twelve (12) hours and no more than ten (10) shifts. All blocks shall be consecutive, including multiple days of request of less than twenty-four (24) hours. A continuous block of time is defined as any vacation request within a ten (10) shift period when that block contains no more than fifteen percent (15%), (rounded to the nearest whole number), or authorized shift personnel per shift off.
- K. Employees shall have the option to cancel Scheduled Bid Vacation and/or vacation thirty-one (31) days prior to the scheduled date. At the completion of the bidding process, all calendar days with less than fifteen percent (15%), (rounded to the nearest whole number), of authorized shift personnel per shift off will be available for request pursuant to the MOU and vacation scheduling policy.
- L. Vacation scheduling disputes will be submitted to the unit representative for review by a designated committee. Decisions by the committee will be final.
- M. A calendar will be completed by the unit representative and/or shift representative and submitted to Fire Administration. The calendar and signed Department Leave

Slips will be forwarded to Fire Administration. Individual employees are responsible for entering their own bid requests into Tele-Staff for review and approval by their immediate supervisor and review by all employees.

- N. New hire employees will have seniority determined by the City at time of hire. Vacation scheduling shall be in accordance with City rules and regulations, Section 2.01.100 (b,1).
- O. In the event an employee is transferred to another shift due to departmental needs, the City will be responsible for honoring the employee's scheduled vacation dates. If the employee requests a transfer to another shift after vacation bids are completed, the employee assumes all responsibility for re-scheduling of the bid dates pursuant to the MOU and/or loss of the bid vacation dates.
- P. The days of December 24th and 25th and Thanksgiving Day are considered "Sacred Holidays" and are not eligible for Bid Vacation or Vacation.
- Q. In the event an employee bids for vacation on the front end of a sacred holiday, it shall not be considered as a non-continuous block of time if the employee wishes to bid on the back end of the sacred holiday event, i.e. bidding or requesting vacation after the 25th of December.
- R. The City of Folsom and the Folsom Fire Department shall be held harmless for the enforcement or implementation of this Section. Members are specifically precluded from initiating any appeal process (including Article XII, Grievance Procedure) to either the City of Folsom or the Folsom Fire Department for any alleged violations of this Section.
- S. Employees shall not be allowed to bid more time than they have the ability to accrue in a calendar year in addition to 96 hours of comp time per month .

4. Shift Trades

- A. Each employee may be allowed to trade time for shift(s) for which they are able to secure another qualified employee to work in their place; provided that the substitution does not impose any fiscal impact to the City. Substitutions are to be made with the approval of the department. The Fire Chief or his/her designee retains the right to refuse the shift trade. The substitutions will be applied for in advance. The employee requesting the trade is responsible to fill the vacancy and for any financial consequences. The City shall not be held responsible for arrangements between employees.
- B. Shift Trades not working must be 12 hours or greater at the end of the assigned shift (2000-0800), or at the beginning of the assigned shift (0800-2000) to protect against a mandatory hire for the 4 days after or before the trade not working. The employee

is required to have one trade not working of 12 hours or more attached to the four days to be ineligible for a mandatory hire for those four days.

- C. An employee on a shift trade will remain eligible for a mandatory overtime pursuant to Article V, Section 4, Emergency Callback.
- D. In the event an employee creates an approved shift trade agreement with another qualified employee and that employee is unable to report to work for the shift, he/she shall either:
 - 1) Notify the original employee so they can secure another qualified employee to work the shift, or
 - 2) The trade individual must find another qualified individual to work the shift, or
 - 3) The original employee must report to work, or
 - 4) In the event the original employee is unable to report to work, the Department will deduct the appropriate number of annual leave hours. If the Department must hire a replacement on overtime for the vacancy created, annual leave will be deducted from the original employee using the provisions governing force hire compensation, Article V, Section 5 Mandatory Hires when applicable.
- E. An employee who submits and receives vacation bid dates pursuant to the MOU vacation bid process shall not cancel vacation date(s) and then use a shift trade with another employee to take the same date(s) off from work.

Exceptions:

- 1) An employee may cancel their vacation bid date and give it to a co-worker in need of the day off and then take a trade if the co-worker's vacation position will not create a mandatory hiring to fill the vacancy.
 - 2) If, due to unforeseen use of annual or sick leave for injury or illness leave purposes, employee's hours drop below the hours needed for vacation, the employee may cancel the bid vacation and take a trade.
- F. Vacation date(s) that have been approved and filled with overtime cannot be cancelled and replaced by a shift trade, unless, the overtime was filled with a mandatory hire.

5. Sick Leave

- A. For the purposes of this Section, immediate family is defined as the employee's parents, grandparents, spouse, son, daughter, brother, or sister and any step or foster relationship mentioned above, or any of these relationships to the employee's spouse. Immediate family shall also include any other person living in the employee's household as a family member.
- B. Subject to Article V, Section 2, leave used for illness or injury (e.g., sick leave) is a paid leave of absence to be used in the following circumstances:
- 1) Actual illness or injury of the employee that occurred outside the scope of their employment;
 - 2) Actual illness or injury of a member of the employee's immediate family, where the employee's attention/attendance is required.
 - 3) Exposure of the employee to a contagious disease;
 - 4) Medical, dental, or vision care appointments of the employee which cannot be scheduled outside of duty hours;
 - 5) Medical, dental, or vision appointments of the employee's immediate family which require the presence of the employee.
- C. Pursuant to Government Code section 20965, employees may convert accrued sick leave to service credit for purposes of retirement.
- D. Utilization of leave for illness or injury and requirements the City may impose is as follows:
- 1) Eligible employees may be granted leave in minimum units of one (1) hour for the purpose of Section 5 of this Article.
 - 2) The City may require probationary employees to support each use of leave for an illness or injury by requiring an attending physician's statement.
 - 3) The City may require employees who have used three or more consecutive work days of leave for an illness or injury to submit an attending physician's statement.
 - 4) Employees shall not use leave for disabilities determined to be job-related and compensable under Worker's Compensation.

- 5) An eligible employee who becomes ill or injured while on vacation may have such period of illness or injury charged to Sick Leave. The request to change leave status must be requested to the on duty Division Chief on the day of the occurrence or upon the employee's return to duty.
- 6) Where an employee uses leave for the purpose of illness or injury for more than three (3) unexcused instances, an unexcused instance being one (1) or more shifts and at least eight (8) hours, during any twelve (12) month period may be considered as one indicator of abuse of leave for injury or illness. Indicators of abuse will not, in and of itself, cause action to be taken but may prompt a query by the Department as to the possibility of abuse for leave for injury or illness.

An excused use of leave for illness or injury will not be counted as an instance and is defined as any leave for illness or injury that is confirmed by their on-duty supervisor and shift Division Chief or as a result of the employee submitting a note from a treating physician upon returning to duty.

This section modifies City Rules and Regulations Section 2.01.110 Sick Leave, Sub-Section I, Item 2.

- E. Employees unable to report to duty and requesting leave due to illness or injury, after 2100 hours the day prior shall notify the Department pursuant to procedures established by the Department before 0700 hours on the morning of the leave request. Leave shall be approved if the reason meets the criteria specified in Article VIII Section 5B, Illness or Injury Leave.
- F. SAFF 522 and the department agree to work together during the term of the MOU to examine the cause and scope of excessive sick leave use.

6. Bereavement Leave

Classified permanent or promotional probationary employees may be granted a maximum of ninety-six (96) hours or four (4) shifts from accrued leave time for each instance to deal with matters related to the funeral, death, or critical illness (where death appears imminent) of any member of the employee's immediate family, including parents, children, siblings, aunt, uncle, brother/sister-in-law, or daughter/son-in-law.

Annual leave usage for bereavement leave shall be taken by the employee in twelve (12) hour or greater increments for 56 hour employees and four (4) hour increments for 40 hour employees.

7. Personal Leave Time

- A. Any Personal Leave Time (PLT) earned by employees and still remaining on the books may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:
- 1) Use of PLT shall be subject to the operating needs of the Fire Department.
 - 2) PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City, any PLT remaining in the bank shall be surrendered with no value to the employee.

8. Emergency Leave

- A. An employee may be approved for the use of annual leave for circumstances that requires the employee's immediate attention and are extraordinary, unforeseen, last minute, and unavoidable situations requiring not more than 24-hours.
- B. When emergency leave is necessary after the start of the shift, the department will, if necessary, operate a 2-person engine company or a 3-person truck company until the vacancy is filled, or for a maximum of 4-hours, whichever occurs first.
- C. When emergency leave is granted that removes an Engineer from an engine or truck company, and the Firefighter on the company is not on the acting Fire Engineer's list, the Captain on the engine or truck, if previously a Fire Engineer and feels comfortable, may operate the engine or truck.

9. Leave Time Accrual - Non-Pay Status

Notwithstanding Article VII, Section 1 and 2, Non-Shift Personnel and Holiday Pay Differential, and Article VIII, Section 1, Annual Leave, employees shall not accrue additional Annual Leave or Holiday Leave while on non-pay status; provided however, that employees on Workers Compensation (job related injuries) shall continue to accrue leave time until such employees are considered "permanent and stationary" pursuant to Workers Compensation law or expiration of 4850 time, whichever is sooner.

10. Local 522 Catastrophic Time Bank

The purpose of the catastrophic time bank is to enable employees to receive and donate any accrued annual, sick, personal or holiday leave to assist employees who have no leave, and who will suffer a financial hardship due to a prolonged illness or injury to themselves or a member of their immediate family as defined in Article VIII, Leaves, Section 5A. The following conditions shall apply:

- A. Catastrophic leave will be available only to employees who have exhausted all of their own paid leave through a bona fide serious illness or injury.
- B. The SAFF Local 522 (Folsom Unit) Catastrophic Time Bank shall be administered by the City.
- C. An employee may be on disability insurance and use the time bank credits in the same manner that sick leave is used to supplement disability insurance benefits.
- D. All donations are to be confidential between the donating employee and the City.
- E. Employees donating to the time bank must have ninety-six hours of available leave credits after making a donation.
- F. Donating employees must sign an authorization form (prepared by the City), and specify which catastrophic time bank the donation will be applied to, and the employee who is to be a recipient of the donation. Employees relinquish all rights and claims to hours donated.
- G. Unused leave hours will remain in the SAFF Local 522 (Folsom Unit) Catastrophic Time Bank
- H. Donations shall be subject to applicable tax laws.
- I. Availability, and the use of, catastrophic leave time shall not delay or prevent the City from taking action to medically separate or disability retire an employee.
- J. The City may require a physician's statement, stating that the presence of the employee who is requesting catastrophic leave time to care for an ill or injured immediate family member is necessary.

11. Leave Conversion Rates

The City and the SAFF, Local 522 agree to the following terms related to the conversion of leave hours by employees when they are placed in temporary, permanent or modified duty assignments (in excess of the 1st full pay period) within the department.

- A. Conversion from 56 hour to 40 hour work week assignments. Employees temporarily or permanently assigned to staff positions on a 40 hour work week schedule shall have all leave usage banks (sick leave, annual leave, holiday-in-lieu, etc.) converted using a division factor of 1.4 for each hour available in the leave bank. As an example, a 56 hour or employee with 100 hours of annual leave would see their annual leave bank adjusted to 71.43 hours with the employee assigned to a 40 hour work assignment.

- B. Conversion from 40 hour to 56 hour work week assignments. Employees temporarily or permanently assigned to line positions on a 56 hour work week schedule shall have all leave usage banks (sick leave, annual lave, holiday-in-lieu, etc.) converted using a multiplier factor of 1.4 for each hour of available in the leave bank. As an example, a 40 hour or employee with 71.43 hours of annual leave would see their annual leave bank adjusted to 100 hours.
- C. Leave accrual and usage rates shall be applied at the hourly rate used by the employee during the temporary or permanent assignment.
- D. Leave conversion rates shall be applied to all leave accrual banks provided to the employee by the City (annual leave, holiday-in-lieu, etc.).
- E. Any accrual in excess of the limits shall be paid to the employee in cash at the employee's total hourly compensation rate.

12. Jury Duty Leave

- A. Employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal worked hours and days or shifts during such absence from work, provided the employee endorses to the city that compensation received by the employee for jury duty service.
- B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through the Fire Chief or the Human Resources Director. Employees shall be granted leave without loss of compensation and benefits for all time required to meet the jury duty obligation, as follows:
 - 1) Jury Selection. When the employee is required to physically report to the court for jury selection, he/she shall be released from Fire Department duty at 2000 hours when scheduled for work on the evening prior. When available, employees shall use telephonic or electronic methods for determining jury selection.
 - 2) Serving Jury Duty. When the employee has been selected for jury duty he/she shall be released from Fire Department duty at 2000 hours when scheduled for work on the evening prior to each day of service.
 - 3) Serving Concurrent Days. When the employee is serving on a jury panel for concurrent days he/she shall be released from his/her duty on a 24 hour basis for the specific days in service to the court.
 - 4) Completion of Jury Duty. When service to the court is completed, the

employee shall return to work as normally scheduled.

- 5) **Scheduled Overtime.** An employee who has scheduled overtime Fire Department duty shall notify the on-duty Division Chief of the summons and will be released from the scheduled overtime duty assignment for the entire work period.

ARTICLE IX

INSURANCE

1. Medical Insurance

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

2. Health Insurance

- A. Effective January 1, 2012, as demonstrated in the example below, employees shall be included in the same health plan design as the majority of City employees, including copayments. The City's maximum monthly contribution for active employee health insurance coverage shall be adjusted annually to an amount equal to 50% of the increase, if any, above the prior year's Kaiser monthly premium rate combined with the City's prior year contribution amount for employee only, employee plus 1, and employee plus 2 or more (rounded to the next whole number). The employee is responsible for the difference between the applicable premium and the City's contribution.

Example:

Employee only category: The 2010 monthly premium for Kaiser employee only is \$507.89 and the City's maximum monthly contribution is \$486.00. If this premium increases by 10% for 2011, or to \$558.68, the City's contribution for 2011 for the employee only category would be computed as follows: $\$558.68 - \$507.89 = \$50.79$, $\$50.79 \times 50\% = \23.40 , $\$486.00 + \$23.40 = \$509.40$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$509 per month. If the premium increases by 10% for 2012, or to \$614.55, the City's contribution for 2012 for the employee only category would be computed as follows: $\$614.55 - \$558.68 = \$55.87$, $\$55.87 \times 50\% = \27.93 , $\$509.00 + \$27.93 = \$536.93$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$537 per month.

Employee plus 1 category: The 2010 monthly premium for Kaiser employee plus 1 is \$1,015.78 and the City's maximum monthly contribution is \$972.00. If this premium increases by 10% for 2011, or to \$1,117.36, the City's contribution for 2011 for the employee plus 1 category would be computed as follows: $\$1,117.36 - \$1,015.78 = \$101.58$, $\$101.58 \times 50\% = \50.79 , $\$972.00 + \$50.79 = \$1,022.79$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,023 per month. If the premium increases by 10% for 2012, or to \$1,229.10, the City's contribution for 2012 for the employee plus 1 category would be computed as follows: $\$1,229.10 - \$1,117.36 = \$111.74$, $\$111.74 \times 50\% = \55.87 , $\$1,023.00 + \$55.87 = \$1,078.87$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,079 per month.

Employee plus 2 or more category: The 2010 monthly premium for Kaiser employee plus 2 or more is \$1,320.52 and the City's maximum monthly contribution is \$1,263.00. If this premium increases by 10% for 2011, or to \$1,452.57, the City's contribution for 2011 for the employee plus 2 or more category would be computed as follows: $\$1,452.57 - \$1,320.00 = \$132.57$, $\$132.57 \times 50\% = \66.29 , $\$1,263 + \$66.29 = \$1,329.29$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,329 per month. If the premium increases by 10% for 2012, or to \$1,597.83, the City's contribution for 2012 for the employee plus 2 or more category would be computed as follows: $\$1,597.83 - \$1,452.57 = \$145.26$, $\$145.26 \times 50\% = \72.63 , $\$1,329 + \$72.63 = \$1,401.63$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,402 per month.

- B. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City in Section (A) above shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.
- C. Notwithstanding Section 2, Item A, the City's maximum monthly contribution for active employee health insurance coverage shall not be reduced below eighty percent (80%) of the Kaiser premium cost for the employee only category, employee plus 1 category, or employee plus 2 or more category.
- D. The City will maintain an IRS 125 Medical Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.
- E. Effective December 31, 2019, employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance benefits provided to active employees. The City shall contribute 5%

of the premium per year of City service, up to an 80% City contribution.

3. High Deductible Health Plans

- A. The City agrees to offer two High Deductible Health Benefit Plans offered by the health benefit plan carriers.
- B. The City agrees to make available a Health Savings Account (HSA) to employees who select either of the High Deductible Health Benefit Plans.
- C. Fifty percent (50%) of the difference between the City's monthly contribution towards the cost of the Kaiser HMO Health plan premiums as set forth in Article IX, Section 2 of the MOU and the monthly cost of the premium for a High Deductible Health Plan shall be contributed into the employee's HSA. The City shall make this contribution through the termination date of this MOU, after which this Section C shall sunset.
- D. Employees who decline to participate in City health insurance coverage shall receive a cash back payment from the City of \$300.00 per month for each month the employee does not participate in City health insurance coverage.
- E. Tax status of contributions, contribution amounts, and use of HSA funds shall be in accordance with federal and state law.

4. Out of State Health Premium Plan

- A. OSHP shall work in conjunction with the Health Retirement Account (HRA) provided by the City to active employees. Each OSHP retiree will obtain a participant account.
- B. Only retirees who (a) live outside of California, (b) qualify for Retiree health Coverage pursuant to Article IX, Section 9 and (c) agree to disenroll from the current group medical benefit plan for retiree health coverage may participate in OSHP.
- C. Once a retiree opts to participate in OSHP, the retiree shall thereafter be prohibited from returning to retiree health coverage.
- D. The City will contribute to the retiree's participant account on a monthly basis in an amount equal to the amount of the City's contribution for employee only or employee plus 1 coverage, based on the retiree's marital status at the time of OSHP election. Spouses may not be added later. The City's contribution would be used for premiums to obtain health coverage. Under no circumstances shall the contribution be higher than the City paid premiums for similarly situated in-state employees. The retiree shall be responsible for administrative costs established by the HRA plan administrator.

- E. Upon the death of, or marital dissolution from, the retiree's spouse on record at the time of election to participate in the OSHPP, the funding level will be adjusted to employee only. Subsequent spouse(s) from any subsequent marriage(s) (i.e. post initial OSHPP election) shall not be eligible to participate and funding will remain at employee only. In the event of the retiree's death, surviving spousal benefits will conform to City practices applicable to employees participating in City plans. Should the retiree obtain coverage from another source (e.g. coverage by spouse), the funding will cease and will not be reinstated.
- F. Rules and procedures governing OSHPP shall be determined and administered by the City Human Resources Department. Disputes regarding the OSHPP shall be appealed to the City Manager or designee and shall not be subject to arbitration.
- G. As an option to the OSHPP, retirees who qualify for retiree health coverage pursuant to Article IX, Section 12, may elect the Aetna PPO plan during annual enrollment and prior to moving out of state. The retiree must then keep Aetna as their provider until such time as they move back into the regions covered by whoever are the City health providers at the time, and may elect another provider during the next open enrollment. It is understood by both parties that this option is available only in accordance with the rules and procedures of Aetna and only as long as Aetna chooses to be a provider for the City.

5. Dental Insurance

Dental insurance will be provided by Delta Dental Services, Inc. The City will contribute 100% of the monthly premium for an employee, employee and dependent or an employee plus family as set forth in the plan document. The Delta Dental Preferred Provider Program shall provide coverage maximum of \$1,750 per year for employees/dependents who patronize Preferred Provider Program participating dentists. Employees/dependents that choose non-participating dentists shall have a coverage maximum of \$1,500 per year. Otherwise, the City's obligation for dental insurance coverage is limited to dental plan contributions. Delta Dental Services, Inc. shall determine dental plan content.

6. Vision Care

The City will contract with Vision Services Plan (VSP) to provide vision care. The City will contribute 100% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. The following elements shall provide the basis of VSP coverage:

- 1) One eye exam every 12 months;
- 2) One set of lenses every 12 months;
- 3) \$100 allowance/whole sale basis for frames; and
- 4) A co-pay of \$5.00 per visit.

Except for the items listed above, the City's obligation for Vision insurance coverage is limited to plan contributions. VSP shall determine Vision insurance plan content.

7. Health Benefits Labor-Management Committee

The parties agree to participate in a joint Health Benefits Labor-Management Committee to review existing health benefit programs, including, but not limited to, cost containment, direct contracting for health benefit plans, and creation of a health benefits cafeteria plan. The Health Benefits-Labor Management Committee shall be open to all employee organizations representing City of Folsom employees. The SAFF, Local 522 may select up to two City employees to participate in Committee meetings. Employees who participate in Committee meetings shall do so without loss of compensation.

8. Life Insurance

The City agrees to continue to pay the premium for \$40,000 life insurance coverage and \$40,000 accidental death and dismemberment coverage for employees in the bargaining unit for the term of this Agreement.

Eligible dependents shall receive \$1,000 life insurance coverage.

9. Short Term Disability Insurance

The City agrees to provide a Short Term Disability Insurance Program, with the City paying 100% of the premium rate for the weekly indemnity insurance program (short-term disability) of up to 60% of the salary of the plan maximum for up to sixty (60) calendar days. The waiting period for initiation of benefits shall be twelve (12) calendar days. Otherwise, the City's obligation to provide Short Term Disability insurance coverage is limited to plan contributions. The Short Term Disability insurance carrier shall determine plan content. The City will meet with Local 522 upon request.

10. Long Term Disability Insurance

The City and the SAFF, Local 522 agree that the SAFF, Local 522 will provide a Union sponsored plan covering long-term disability for non-work related injury and illness.

The cost of the premium will be a post-tax deduction from the employee's semi-monthly paycheck.

The Long Term Disability insurance carrier shall determine plan content.

11. FMLA/CFRA Leave Status

Health insurance coverage is limited to the City's obligation as set forth in Federal and State law in relation to FMLA or CFRA. An employee on either FMLA or CFRA leave status will have continued health insurance as found in this Article during the leave period. The employee is responsible for applicable premium co-payments as required. Upon exhaustion of FMLA or CFRA, the City will provide the employee with a notice advising of COBRA rights to which the employee may be entitled. Notwithstanding whether the employee is or is not supplementing disability insurance to maximize income, the employee shall cease leave accruals and be solely responsible for health insurance coverage.

SAFF 522 and the City agree to meet within 60 days after ratification of the MOU to jointly review FMLA/CFRA and medical leave of absence administration.

12. Retiree Health Insurance

A. Existing employees who retire¹ from City service on July 1, 2007 or later may participate in the health insurance plans made available by the City for active employees. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.

1) Employees who retire with less than 5 years of service² shall not be eligible to receive any City contribution toward the cost of retiree health insurance.

2) Employees who retire with more than 5 years of service shall qualify for a monthly City retiree health insurance contribution.

a. Subject to the maximum set forth in 10b below, the City retiree health insurance contribution shall be as follows:

i. Retiree only – an amount equal the City's contribution towards active employee health insurance³ for the category of "employee only."

1 "Existing employees" are exclusively permanent and/or probationary employees of the City of Folsom on the date this Addendum is approved by the Folsom City Council. "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.

2 "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.

3 "Active employee health insurance" shall be defined as the health benefits contribution formula in effect for active employees as of July 1, 2011.

- ii. Retiree and one dependent – an amount equal to the City’s contribution towards active employee health insurance for the category of “employee plus one.”
 - iii. Retiree and two or more dependents - an amount equal to the City’s contribution towards active employee health insurance for the category of “employee plus two or more” until the retiree reaches age 55. Thereafter, the City's contribution towards a retiree with two or more dependents shall be an amount equal to the City's contribution toward active employee health insurance for the category of "employee plus one plus \$100".
- b. Effective January 1, 2012, the City’s monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only), employee plus one (for retiree plus one dependent), and employee plus two or more until age 55 and employee plus one plus \$100 after age 55 (for retiree plus two or more dependents).
 - i. The January 1, 2012 cap for each category shall be adjusted each January thereafter by an amount not to exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November - November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% (cost of living increases in the cap shall be rounded to the nearest tenth.)
- c. Pursuant to applicable law, and prior to January 1, 2017, if administratively possible the City shall establish a tax exempt retiree health plan for all employees in the Fire Bargaining Unit. The purpose of the plan is to provide a mechanism whereby employees may voluntarily contribute toward future costs of retiree health insurance premiums and related expenses. The governing plan shall be agreed to by SAFF 522 and the City.
- d. The City shall contribute \$25 per pay period into a retiree health reimbursement account (RHRA) for each probationary/permanent employee hired after May 8, 2007.

- e. The parties acknowledge that unit members who retire from City service prior to July 1, 2007, shall, subject to future negotiations and agreements, receive health benefits as set forth in the 2006-2008 Memorandum of Understanding (Article IX, Insurance, paragraph 2(A) between the City and Sacramento Area Firefighters, Local 522, IAFF Folsom Unit.

13. Retiree Health Benefits Reopener

- A. The City agrees to conduct a bi-annual actuarial study of the cost of health benefit programs for employees who retire from City employment. The first actuarial study shall be conducted not later than July 1, 2007.
- B. A copy of the completed actuarial study shall be sent to each employee organization that represents City employees. Upon request of either the City or SAFF, Local 522, the parties agree to reopen the MOU and meet and confer in good faith on MOU provisions covering health, dental, and/or vision insurance programs for active employees and/or active employees who retire from City employment.
- C. If the City and an employee organization other than SAFF, Local 522 reopen that employee organization's MOU on the MOU provisions referenced in 11B above, the City will immediately notify SAFF, Local 522 and offer to meet and confer.

ARTICLE X

ALLOWANCES AND REIMBURSEMENTS

1. Uniform Allowance

- A. The City agrees to pay employees the sum of one thousand seventy-five dollars (1,075.00) per year for the purchase of approved on duty uniforms and attire. All uniforms purchased shall comply with the most current regulations and specifications as identified in the Standard Operating Procedures (SOP).
 - 1) Payment of the annual uniform allowance shall be made on or about July 20. Employees with less than six (6) months service by July 1 of a given year shall not be granted a uniform allowance.
 - 2) On initial employment, the City agrees to purchase new employees all uniform components noted below:
 - One (1) class B shirts--Workrite, navy blue Nomex@ (short sleeve.
 - One (1) class B long sleeve shirt – Workrite, navy blue Nomex@.
 - One (1) tie and tie clip.

Four (4) class B pants--Workrite, nave blue Nomex@.
One (1) pair O.S.H.A. approved safety boots, 8" high lace type, zipper optional, with toe protection and sole penetration protection.

One (1) class B jacket- 511 Chameleon brand dark navy jacket with name tape.

One (1) belt--black, basket weave, 1 3/4" width, chrome buckle, open slot chambers style.

Four (4) class C tee shirts—100% cotton, navy blue, crew neck.

One (1) pair shorts—100% cotton, navy blue.
One baseball cap.

2. Uniforms - Class A

The City will continue to provide a Class "A" uniform for all full-time personnel after their probation period has ended. This will include one (1) dress jacket, one (1) dress pant, one (1) tie, one long sleeve white shirt, one (1) dress shoes, and one (1) uniform cap as identified in the most current Fire Department Standard Operating Procedures.

3. Mileage Reimbursement

Employees shall be reimbursed for the use of their personal vehicle, at the IRS approved rate, for all miles driven at the direction of the City.

4. Tuition/Books Reimbursement

Employees who attend job related classes/training programs that are approved by the department shall be entitled to reimbursement of costs for books tuition, and lodging (pursuant to the City's lodging reimbursement schedule) and tuition up to nine hundred dollars (\$900.00) per fiscal year. The Fire Chief may authorize additional employee reimbursement costs above this limit, when requested by the employee, should said request not exceed the budgeted amount of the department for this program.

Approval shall be given by the department Training Officer prior to the beginning of the class/training program. The City shall implement a procedure that allows for payment of an authorized class up front when requested by the employee.

An employee may repeat a job-related course to maintain or upgrade his/her knowledge, skills and abilities.

Attendance in job related classes/training programs will be non-mandatory and will not include overtime payment or reimbursement for costs of transportation, meals, or other

incidental expenditures, unless otherwise specified prior to the course and approved by the department.

Employees who fail to attend or satisfactorily complete a job related class/training program shall reimburse the department for all costs incurred by the City. The City shall deduct the total amount of monies spent by the department from the employee's pay check over the next four (4) pay periods.

A. Eligibility

When an employee attends a recognized college or university for job related training, such institutions of higher learning shall be accredited by one or more of the United States regional accrediting bodies.

5. Compensation for Training

Training for programs authorized or required by the City shall be financed by the City except as otherwise specified by the City Manager or department head prior to the participation in such training. Such compensation is separate and distinct from the compensation offered for the position and classification involved in training. Subject to approval by the department head or City Manager, employees may be authorized to attend training programs during regular working hours. When the needs of the City service so require, the department head may direct any employee to attend a meeting or conference as part of the vocational training required for the position. In such case, attendance may be mandatory and reasonable compensation for meals, lodging, travel and associated expenses shall be allowed. Travel to and from such training shall be provided by the City or at City expense, however, no overtime will be paid for the time required to travel to and from such meetings, nor the conference or training attendance hours beyond normal working hours.

6. Replacement of Damaged Personal Property

When an employee damages his/her personal property during the normal performance of his/her duties, the employee may submit a claim for reimbursement with the City. The City shall investigate such claims and may reimburse the employee for all or part of the damaged personal property. The City shall respond to the employee within thirty (30) days after submission of the claim. The final decision to reimburse an employee for damaged personal property shall rest with the City.

Leather helmets approved for use by the City of Folsom Fire Department and purchased by members of the bargaining unit will not be covered by this provision.

7. SCBA Optics Reimbursement

Optical wear (lenses) suitable for insertion into SCBA mask are reimbursable by the City. Employees should use the claim reimbursement form and submit it within thirty (30) days

using the chain of command.

ARTICLE XI

EMPLOYEE DISCIPLINE

1. Employee Discipline

A. Policy:

It is the policy of the City that discipline of City employees is imposed on an appropriate and consistent basis. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in City Personnel Rules and shall be in accordance with California Government Code Sections 3250 through 3262, Firefighters Procedural Bill of Rights Act (FBOR).

B. Definition:

As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in salary, demotion, dismissal or transfer for purposes of punishment.

As used herein, "corrective action" means counseling memorandum, letter of instruction or similar action shall not be considered disciplinary action.

C. Persons Authorized to Initiate Disciplinary Action:

Discipline may be initiated by those authorized in the City Personnel Rules.

D. Employment Status and Application of Appeal Procedure:

- 1) Permanent Status: This article shall only apply to employees with permanent status with the City.
- 2) Probationary Status: An employee in probationary status shall have no right to grieve, arbitrate or appeal release from probationary appointment.
- 3) Temporary Employee: An employee in a temporary position shall have no right to grieve, arbitrate or appeal release from temporary appointment.
- 4) Temporary Upgrade (Out of Class): An employee in a temporary upgrade status shall have no right to grieve, arbitrate or appeal release from temporary upgrade status.

E. Cause for Disciplinary Action:

- 1) Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples can be found in the City Personnel Rules):
 - a. Misstatement of facts during the hiring process
 - b. Falsification of an entry on a City document (e.g., time card, expense report)
 - c. Disclosure of confidential information
 - d. Insubordination or willful disobedience
 - e. Incompetence, inefficiency or unsatisfactory job performance
 - f. Discriminatory, discourteous, or unbecoming behavior
 - g. Theft, misuse or unauthorized use or possession of City property
 - h. Dishonesty
 - i. Misconduct, i.e., any behavior that brings harm or discredit to the City
 - j. Being under the influence of illegal drugs, alcohol, or possessing illegal drugs while on City property or on official business. This subsection shall not apply to an off duty individual engaged in otherwise legal activities at a City facility (park, walkway, or similar City owned facility)
 - k. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects, or brings discredit to, the City
 - l. Excessive absence or tardiness
 - m. Absence without approved leave
 - n. Violation of a City rule, policy, or procedure
 - o. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
 - p. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

F. Investigation and Interrogation Rights:

Firefighters under investigation or subject to interrogation shall be afforded the following rights:

- 1) Interrogation must occur at a reasonable hour on duty and if conducted off-duty, the firefighter, EMT-P or EMT must be compensated for that time in accordance with adopted City policy and cannot be punished for missing work due to the interrogation;
- 2) Prior notification of name, rank and command of the person in charge of the interrogation and the nature of the investigation must be given;
- 3) Interrogation must be for a reasonable time period with reasonable breaks to attend to any physical needs and must be void of offensive language or threats of punitive action or promise of reward in exchange for information;
- 4) Statements made under duress, coercion, or threat of punitive action are prohibited from being admissible in a subsequent judicial proceeding, subject to certain exceptions under Government Code Section 3253(f);
- 5) Interrogations may be recorded and the firefighter or EMT-P must be provided access to the recording, if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The firefighter is entitled to a transcribed copy of the notes made by a stenographer or any reports or complaints made, except those required by law to be kept confidential. Confidential notes cannot be entered into the firefighter's personnel file;
- 6) The firefighter, EMT-P or EMT shall be informed of his/her constitutional rights if it becomes apparent that he/she may be charged with a criminal offense;
- 7) Upon the filing of a formal written statement or charges, or whenever an interrogation focuses on matters that may result in punitive action against any firefighter, that firefighter, EMT-P has the right, at his or her request, to have a representative of his or her choice present during the interrogation at all times, except that the representative shall not be a person subject to the same investigation.

G. Corrective Action:

- 1) If the City decides to administer corrective action, all Letters of Instruction shall include a Behavior Modification Plan with actions and timelines designed to assist the employee in meeting the intent of the City's Rules and Regulations, Fire Department Policies and Procedures, as well as the provisions contained within this MOU.

- 2) Any action described in this subsection shall not be placed in the City's employee's personnel file.
- 3) A corrective action may not be appealed beyond the Fire Chief,

H. Preliminary Notice of Disciplinary Action:

- 1) If the City decides to impose discipline, the Fire Department employee shall be notified in writing the decision to impose discipline within thirty (30) calendar days of its decision, but not less than forty-eight (48) hours prior to imposing the discipline.
- 2) A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the employee's official personnel file. If notice is provided by mail, the employee should be deemed to have received notice fifteen (15) calendar days after the date of mailing.
- 3) The Preliminary Notice shall include:
 - a. A statement of the nature of the disciplinary action;
 - b. The effective date of the disciplinary action;
 - c. A statement of the reasons for the disciplinary action citing the item(s) under Section E of this Article, department orders, or the Personnel Rules, which have been violated;
 - d. Any supporting material or documentation;
 - e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and
 - f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

I. Skelly Meeting:

- 1) An employee who is subject to disciplinary action shall have the right, within fifteen (15) calendar days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting

signed by the employee or the employee's representative with the employee's consent with the City Human Resources Director.

- 2) Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.
- 3) Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer". The Skelly Officer will meet with the employee, listen to arguments and receive documents presented by the employee. Within a reasonable time and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.
- 4) If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A Final Notice Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

J. Arbitration Hearing Process:

- 1) Within fifteen (15) calendar days after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the Human Resources Director. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
- 2) Appeals of disciplinary actions to arbitration shall be pursuant to Government Code Section 3254.5.
- 3) An appeal of a disciplinary action is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
- 4) The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by the SAFF Local 522, self-represented, or independent counsel, and the City.
- 5) The employee shall be entitled to appear personally at the hearing and produce evidence.
- 6) The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties. For employees not represented by SAFF Local 522, the City shall pay the full

cost of the arbitrator and a court reporter and transcript if required by the arbitrator.

- 7) The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.

2. Performance Evaluations

- A. Performance evaluations which result in the denial of an employee's step increase may be grieved up to and including binding arbitration in accordance with Article XII, Grievance Procedure.
- B. The City agrees to meet with the SAFF, Local 522 in order to review and propose changes to existing employee evaluation system.

3. Personnel Files

The City and the SAFF, Local 522 agree that there is only one official personnel file for each employee. The employee's official personnel file is private and confidential, subject only to review by the employee, the employee's representative with written authorization, or authorized City representatives.

The City shall allow every employee the opportunity to review their personnel file at any reasonable time upon request, and to obtain a copy of any needed document in the file. The official personnel file shall remain under the control of the City and shall be the only personnel file admissible as evidence in any disciplinary matter. There shall be no documents placed in the official personnel file without the employee's knowledge. If, upon examination of the personnel file, the employee discovers any documents placed there without the employee's knowledge, the City shall, upon written request of the employee, investigate the allegation and remove any such document placed there in violation of this Section.

The City and the SAFF, Local 522 recognize the Department's use of a "rotating employee file" (REF) for the preceding twelve (12) months, for the purposes of employee performance evaluations, and that the file may be included with the City's official personnel file and incorporated into the employee performance review process and/or other related employee matters.

4. Purging Personnel Files

Counseling memorandums are not disciplinary and shall not be placed in the employee's personnel file. Employees shall be offered the opportunity to sign and be provided with a copy of any disciplinary written material before it is placed in the employee's personnel file.

The employee shall be given an opportunity during regularly scheduled working hours to prepare a written response to such materials. The written response must be submitted within fifteen (15) days of the notice to place the disciplinary documents in the personnel file.

If the employee was not allowed the opportunity to sign the documents prior to placement within the personnel file, the employee shall have the right at any time to attach a written response to the material. Any person who places any written material in an employee's file shall sign and date the material, signifying when it was placed in the employee's file and by whom.

Disciplinary actions shall be purged (at the request of the employee) from the employee's personnel file following the schedule below in accordance with the City's records retention policy:

Written reprimands: Eighteen (18) months

Other disciplinary actions (i.e., suspensions, reductions in pay, and demotions: Five (5) years

ARTICLE XII

GRIEVANCE PROCEDURE

1. Grievance Procedure

A. Definition. The term "Grievance" as used in this Agreement is limited to a complaint or request of an employee, group of employees, or the SAFF, Local 522 which involves the interpretation or application of, or compliance with the provisions of this Agreement, City Rules or Regulations, or directives of the Fire Department including, but not limited to, the imposition of discipline.

B. Time Limits. Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be processed to the next level and the failure to answer shall be given the appropriate weight by the arbitrator.

When days are used in this article for the purpose of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

Time limits may be waived by mutual agreement between the parties. As referred to in this article, all "days" are "calendar days."

- C. Presentation. An employee and/or a SAFF, Local 522 representative may present a grievance while on duty, provided such presentations and discussions do not disrupt City operations and are kept to a reasonable minimum.
- D. Procedure. All grievances as defined herein shall be processed in accordance with this procedure. All grievances, beginning at Step 2 shall be filed on forms provided by the City for that purpose. The SAFF, Local 522 may refuse to represent a grievant and the City may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.
- 1) STEP 1. Within fifteen (15) days of the act(s) and/or omission(s) giving rise to the grievance or within fifteen (15) days of the time the employee of the SAFF, Local 522 should reasonably have been aware of said act(s) and/or omission(s), the grievance shall be discussed informally with the person or persons most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.
 - 2) STEP 2. Within fifteen (15) days of receipt of the Step 1 answer, or if no answer is given, within thirty (30) days of the Step 1 meeting, the grievant, if still dissatisfied, shall file with the Fire Chief, a formal written grievance. Within fifteen (15) days of the receipt of the formal grievance the Fire Chief or designee shall meet with the grievant to discuss the matter. The Fire Chief or designee shall respond to the grievant, in writing, within fifteen (15) days of the Step 2 meeting. The Step 2 response shall include the position of the Fire Department and the reasons therefore, as related to the grievance.
 - 3) STEP 3. Within fifteen (15) days of the Step 2 response or, if no Step 2 response is received, within thirty (30) days of the Step 2 meeting, the grievance may be presented in writing to the City's Employee Relations Officer. The Employee Relations Officer shall conduct such investigation as is deemed appropriate and shall issue a written determination within thirty (30) days of the date on which the grievance is first presented at Step 3. If the Employee Relations Officer fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, the grievant may request that the matter be submitted to binding arbitration. Matters of grievance which are not disciplinary in nature shall only be submitted to Step 4 by the SAFF, Local 522. Employees may, if they so desire, individually submit matters of discipline to arbitration subject to the employee paying one half the costs as defined in Step 4.
 - 4) STEP 4. A request for binding arbitration shall be made in writing to the Employee Relations Officer within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 3, or in the event that no Step 3 answer is received, within forty-five (45) days of the date

of the Step 3 meeting.

An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to the American Arbitration Association or the Mediation and Conciliation Service of the State of California. The parties shall request a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

The arbitrator's decision shall be final and binding on the City, SAFF, Local 522, and the grievant. The arbitrator shall have no authority to add to or delete from the terms of this Agreement, City rules or regulations, or directives of the Fire Department. All fees and costs of the arbitrator and court reporter, if any, shall be borne equally by the parties. In matters of discipline which have not been submitted to arbitration by the SAFF, Local 522, all costs will be split between the parties to the arbitration and shall not include the SAFF, Local 522.

ARTICLE XIII

MISCELLANEOUS

1. Fitness for Duty

The City may require an employee to submit to a medical examination by a physician, designated by the City, to evaluate the capacity of the employee to perform the work of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department head, or designee, that the employee is unable to perform the work of the employee's position. The examination cost shall be paid by the City.

The physician shall make a written report to the City and the employee. Information provided by the City's physician shall be kept confidential by the City and shall contain no medical report except to note whether the employee is fit to work. After consideration of the report and other pertinent information, if the City concludes that the employee is unable to perform the work of their present position, the City may demote or transfer an employee to an appropriate position, including one of less than full time. If it is concluded that the employee is unable to perform the duties of his/her position and the employee cannot be demoted or transferred to another position, the employee's employment may be terminated. An employee who is terminated because of medical inability to perform the duties of their position shall be placed on paid administrative leave until the date of separation.

An employee evaluated pursuant to this section, who is in disagreement with the findings of the City's physician may elect, at the employee's cost, to have an examination by a physician

of the employee's choosing. If the employee's physician finds the employee fit to perform their job duties the employee shall have the right to submit the matter to binding arbitration in accordance with Article XII, Grievance Procedure, of this Agreement.

This section shall not supersede any rights and/or remedies the parties may have pursuant to the California Workers Compensation system and Labor Code.

2. Fitness Evaluation (Wellness)

The City and the SAFF, Local 522 agree to work cooperatively during the term of this MOU to implement and maintain a long-term Wellness-Fitness Program for all uniformed personnel. The Wellness-Fitness Program shall be generally consistent with the guidelines recommended by the third edition of the Fire Service Joint Labor-Management Wellness-Fitness Initiative, and as approved by the Fire Chief.

The City and the SAFF, Local 522 agree to support a comprehensive, mandatory annual medical examination for all uniformed employees represented by the SAFF, Local 522, as a component of the Wellness-Fitness Program. The medical examination shall be generally consistent with the guidelines recommended by the third edition of the Fire Service Joint Labor-Management Wellness-Fitness Initiative, and as approved by the Fire Chief.

All members may participate in the annual personal fitness evaluations. After the annual personal fitness evaluations, any member that places in the HealthFit gold (excellent) standard rating or successfully completes the Folsom Fire Physical Ability Test (entry level combat challenge) in 4 minutes or less, shall receive a one-time payment of \$750 per calendar year as a fitness incentive. Program, testing procedures and grading will be established by the City with no appeal.

3. Modified Duty Assignments

The City and the SAFF, Local 522 agree to jointly develop and implement a modified duty assignment program for the department. The intent of this program is to develop policies and procedures to be used by the department that would identify the appropriate temporary assignment for employees who are injured or ill that limit their ability to serve in their normal assignment. Changes shall be subject to Article I, Section 4, Meeting and Conferring During the Term of the MOU, of this MOU.

4. Fire Job Classification

- A. The City recognizes that the SAFF, Local 522 has a vital interest in the content of the fire job specifications, including minimum qualifications and promotional patterns, for classifications represented by the SAFF, Local 522.
- B. The City and the SAFF, Local 522 agree that changes to job specifications, minimum qualifications, promotional testing processes, scheduling and

similar areas of concern related to classifications represented by the SAFF, Local 522 shall be subject to meet and confer and that all changes recommended by that group shall be subject to Article I, Section 4, Meeting and Confering During the Term of the MOU, of this MOU.

- C. The City agrees to notify the SAFF, Local 522 anytime the City proposes to recruit and examine for, or to modify, fire job classifications represented the SAFF, Local 522. The City agrees to meet and confer with the SAFF, Local 522 over such proposed changes if the SAFF, Local 522 so requests.
- D. On its own initiative, the SAFF, Local 522 may at any time notify the City Human Resources Director that the SAFF, Local 522 requests to meet and confer with the City over the SAFF, Local 522 proposed modifications to the recruitment and examination procedure, and/or job specifications for fire classifications represented by the SAFF, Local 522. The City shall schedule a meet and confer session in response to such request.
- E. Nothing in this provision shall be construed as to require the City to divulge information or change procedures that in any way would compromise the integrity of the City's merit system.

5. Promotional Test Scheduling

- A. The eligibility list generated from a promotional examination will have a two-year life unless it is reduced to three or fewer eligible candidates; at which time the City may give an examination and create a new list, or the Fire Chief shall have the option of promoting from the list. At the end of the two years, a new examination shall be required, and the current list shall expire. If a new list is not generated prior to the expiration, the Fire Chief may extend the list by no more than six (6) months until a new examination is administered.
- B. Temporary appointments and short-term vacancy assignments (acting time) may be made from the current eligibility list, or most-recent eligibility list if a current eligibility list does not exist.

6. Paycheck Distribution

The City agrees to submit paychecks to employees in the Fire Department no later than 0830 hours each payday, for the off-going shift.

If it becomes feasible during the term of this MOU, this provision will be applied to all employees.

The parties recognize that patience and tolerance will be exercised in the execution of this

provision. Any discrepancies will be rectified within a reasonable period of time. Reasonable period of time is defined to mean two (2) normal working days.

7. Labor/Management Committee

- A. The City and the SAFF, Local 522 agree to establish a joint labor-management team to meet and confer on matters raised by either party.
- B. The Labor-Management team will determine the frequency of meetings and the number of representatives in attendance from the bargaining group.

8. Department Bulletins

Department Bulletins will be given an expiration date at the time they are published.

9. Program Coordinator/Technician

The Program Coordinator/Technician plan used by the Department shall be voluntary in nature and shall not require participation by employees. Employees who volunteer, except as noted in Subsection 10 of this article, shall not be negatively affected in their annual evaluation for performance as a Program Manager. The employee may be removed from the program if the City sees fit either due to lack of need for the program or other reason as set forth by the City.

10. Program Incentive Pay

- A. Employees designated by the Fire Chief to perform Program Coordinator tasks associated with one of the following program areas shall receive a two hundred dollars (\$200) per month incentive pay allowance:

- A. PPE/SCBA Program Coordinator (1 Person Total)
- B. Pre-Plan Program Coordinator (1 Person Total)
- C. Volunteer Services (CERT) Program Coordinator (1 Person Total)
- D. CAD Program Coordinator (1 Person Total)
- E. Radio Program Coordinator (1 Person Total)
- F. SRT/Boat Program Coordinator (1 Person Total)

Any of the above (Section A) Program Coordinator positions require a minimum of a two (2) year up to four (4) year time commitment. Members may re-apply for the applicable program coordinator position upon the conclusion of the required time commitment.

- B. Employees designated by the Fire Chief to perform Program Manager or Technician tasks associated with one of the following program areas shall receive a one hundred dollars (\$100) per month incentive pay allowance:

- 1) Self-Contained Breathing Apparatus (SCBA) Technician (1 Person per Shift)
- 2) Fire Investigator (3 Persons Total)
- 3) ACLS/PALS Instructor (1 Person per Shift)
- 4) ITLS Instructor (1 Person per Shift)
- 5) CPR Instructor (1 Person per Shift)
- 6) Fire Hose Program Manager (1 Person Total)
- 7) Fire Tools and Equipment Manager (3 Persons Total)
- 8) Extrication Program Manager (1 Person Total)
- 9) Fitness and Wellness Program Manager (1 Person Total)

Any of the above (Section B) Program Manager or Technician positions require a minimum of a two (2) year up to four (4) year time commitment. Members may re-apply for the applicable program coordinator position upon the conclusion of the required time commitment.

- C. Employees who hold a valid certificate in the Program areas below shall receive a one hundred dollars (\$100) per month incentive pay allowance:
- 1) Swiftwater Rescue Technician Certificate
 - 2) Confined Space Technical Rescue Certificate
- D. Members receiving incentive pay allowance in section A shall be limited to a maximum combined allowance in sections A, B, and/or C of five hundred dollars (\$500) per month per employee.
- E. Members receiving incentive pay allowance in section B, shall be limited to a maximum combined allowance in sections B and C of four hundred dollars (\$400) per month per employee.

Employees shall maintain the necessary training and certification standards established by the Department in Sections A, B and C to continue to receive this pay allowance. All employees receiving program incentive pay shall have their performance in the program included as part of the employees City performance evaluation. Performance that falls below “meets expectations” may subject the employee to removal from the program and loss of incentive pay as determined by the Fire Chief.

11. Strike Team - Assignments

- A. Absent unusual factors strike teams shall be voluntary for section two (2) and three (3). For strike team and overhead assignment requests, Labor/Management will collaboratively develop a voluntary strike team list specific for TeleStaff use.
- 1) For “initial attack” deployment dispatches, apparatus and crew will be

dispatched directly from their normal assigned station from duties by Fire Dispatch and shall not be delayed to any degree.

- 2) For “immediate need” deployment dispatches, the on-duty personnel assigned to the strike team station that day will be the personnel assigned to the strike team to minimize delay in response. Any on-duty personnel crew member not wishing to be dispatched to fill a strike team request may find their own voluntary qualified replacement within the same rank to fill the request shall arrange for coverage to occur prior to the beginning of their shift and then notify his/her immediate supervisor of the arrangement. At no time will this cause a delay of more than thirty (30) minutes in the response.
 - 3) For “planned” need deployment dispatches or crew rotations, the voluntary shift strike team TeleStaff list will be utilized to fill the request. In the event that the request is not filled using the voluntary strike team TeleStaff list, the on-duty personnel assigned to the strike team station the day of the planned need or crew rotation will be the personnel assigned to the strike team. Employee’s not wishing to be assigned to the strike team may find their own voluntary qualified replacement within the same rank to fill the request and then notify his /her immediate supervisor of the arrangement The Duty Chief may re-assign station staffing to accommodate arrangement requests.
 - 4) When a member accepts any request from the voluntary strike team Telestaff list, their name will rotate to the bottom of the list provided that he/she was deployed for a minimum of twelve (12) hours.
- B. When working a strike team deployment of more than forty-eight (48) hours, an employee returning from a strike team on their normal duty day shall be released from duty on paid administration leave for a rest period until the beginning of the next work day. For example; an employee returning from a strike team on their regular duty day would be released and paid administration leave until 0800 hours the following day.
- C. A good faith effort shall be made by the City to relieve crews on a strike team assignment on the fourteenth (14th) day if the assignment is within the State of California and the twenty-first (21st) day if the assignment is outside the State of California. Crews may request to be relieved if cooperating agencies in the Sacramento Region are replacing their crews before the fourteenth (14th) or twenty-first (21st) days.
- D. During a strike team deployment when the incident management team does not provide hotel/motel accommodations, but hotel/motel accommodations are available to the strike team, at the individual’s engine company’s expense, the City will pay for the hotel/motel accommodation. Nothing in the section shall negatively impact the strike team availability or response to the incident mission. The Strike Team

Leader will make the decision whether the entire strike team will exercise the option for the hotel/motel accommodation.

12. Probationary Period, Seniority, Demotion and Layoffs

- A. To provide means by which employees are to be demoted or laid off in the event a reduction in work force occurs.

- B. When determining “Seniority” or “Time in Grade” the following criteria shall be used:
 - 1) Seniority is defined as regular full time City employment in the fire department regardless of rank.
 - 2) If two or more people are hired on the same date, the seniority ranking will be in accordance with the employee’s position on the eligibility list for the employee’s job classification.
 - 3) Time in grade shall be the method used to determine seniority by rank. If two or more employees in the same rank have the same promotion dates the employee’s position on the eligibility list for the employee’s job classification will determine seniority in that rank.
 - 4) Military leave of absence shall not be deducted from time in grade or from total time in the fire department.
 - 5) The probationary period for new hires may be extended for any leave time in excess of 240 hours (cumulative) within the probationary period. The extension specific to this section will be equal to the leave time used in excess of 240 hours.
 - 6) Probationary period extensions for performance-based issues shall be reflected in “Seniority” calculations for new hires.
 - 7) The probationary period for Engineers and Captains may be extended for prolonged absences, with the exception of military leave and/or a workplace injury, during the probationary period. The extension specific to this section will be equal to the leave time used in excess of 240 hours.
 - 8) Probationary period extensions for performance-based issues shall be reflected in “Time in Grade” calculations for Engineers and Captains.

- C. Layoff or Non-Disciplinary Demotions.
 - 1) Reductions in the ranks of Captain or Fire Engineer shall be made by the least senior employee in regular full time, time in grade, including probationary time.

2) Individuals affected by being demoted shall have the right to “bump” downward to the next lower rank formerly held by the affected employee.

3) Layoffs, reductions, or demotions in the rank of Firefighter shall be by the least senior employee in regular full time City employment in accordance with the Personnel Rules, Section 2.04.030E.

D. Reemployment and Seniority

1) When an employee is laid off and is reemployed within two (2) years of said employee’s termination date, the employee shall receive the benefits as described in the Personnel Rules, Section 2.04.030J upon return to service.

2) When the period of absence exceeds two (2) years, no benefits are retained and the employee is treated as a new employee for all purposes, unless they are vested by a third party (e.g. PERS credit).

E. The City shall give the SAFF Local 522 Unit Representative 30 days’ notice prior to the effective date of any layoff or a non-disciplinary demotion along with a seniority list with all the member’s names, their hire date, and their time in grade.

13. Lateral Hires

Any decision to hire above the entry-level salary step (A Step) will be based on the Fire Chief’s final recommendation with the concurrence of the City Manager. Such recommendation shall be based on the Fire Chief’s evaluation of the candidate’s background and experience.

14. Telestaff

With the implementation of computerized staffing software and upgraded versions the parties agree that various staffing and hire back items within the MOU. may require reasonable modifications and/or deletions. During the upgrade process, such modifications and/or deletions may be approved upon agreement of the Department and the SAFF, Local 522.

15. Personnel Rules

The City agrees to notify the SAFF, Local 522 of proposed changes to City personnel rules, and to meet and confer in good faith over the impact of such changes prior to implementation.

16. Staffing

The purpose of this Article is to provide an agreed upon staffing level which supports firefighter safety and adequate personnel for workload distribution.

The City maintains the right to assign work and schedule employees in accordance with requirements as determined by the City. In the regular course of operations circumstances such as cross-staffing apparatus, participating in special training assignments, provisions to assist employees found in Article VIII, Section 8, Emergency Leave and other needs of the City will cause the need to deviate from this staffing level. With this understanding, the City agrees that it shall maintain on a daily basis, minimum apparatus staffing level as follows:

- A. In-service Engine Company – three (3) persons; (one (1) Captain, one (1) Engineer and one (1) Firefighter; or the equivalent thereof.
- B. In-service Truck Company – four (4) persons; (one (1) Captain, one (1) Engineer and two (2) Firefighters; or the equivalent thereof.
- C. In-service ALS Medic – two (2) firefighters; or the equivalent thereof.

17. Bilingual Pay

- 1. The Fire Chief may designate up to (2) employees per shift, if at least two employees on the shift qualify, to receive a \$100 per month Bilingual Pay differential. Such assignment shall be in writing and must be renewed on an annual basis.
- 2. To be eligible for Bilingual Pay, an employee must (1) speak a foreign language as identified by the City; (2) agree to utilize his/her bilingual ability on the job; (3) demonstrate bilingual proficiency satisfactory to the Director of Human Resources; and (4) agree to maintain the necessary training and certification standards established by the City to continue to receive bilingual pay.
- 3. All employees receiving bilingual pay shall have their bilingual performance included as part of the employee's City performance evaluation. Performance that falls below "meets expectations" may subject the employee to loss of bilingual pay.

ARTICLE XIV
SIGNATURE CLAUSE

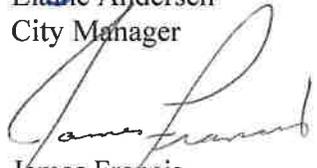
1. Signature Clause

The terms and conditions of this Memorandum of Understanding are executed this 16th day of September 2019 by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

This MOU shall be effective September 16, 2019 following ratification by the SAFF and the Folsom City Council, and shall expire on June 30, .2022

City of Folsom:


Elaine Andersen
City Manager


James Francis
Human Resources Director


Dennis Batchelder
City Representative

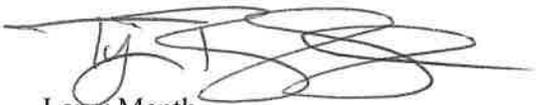
Felipe Rodriguez
Fire Chief


Kristine L. Haile
Senior Management Analyst, HR



Sacramento Area Firefighters, Local 522, IAFF:

Ty Bailey
President, Local 522


Larry Menth
Representative for SAFF, Local 522


John Drum
SAFF, Local 522 Representative

Tracy C. Randall
SAFF, Local 522 Representative


Jacob Bisetti
SAFF, Local 522 Representative


Brian Beck
SAFF, Local 522 Representative

