MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

IAFF Local 1171 SANTA CLARA

DECEMBER 27, 2020 – DECEMBER 31, 2025

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MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
IAFF LOCAL 1171 REPRESENTING
SANTA CLARA CITY FIREFIGHTERS UNIT 1

DECEMBER 27, 2020 – DECEMBER 31, 2025

ARTICLE 1 PURPOSE AND SCOPE

1.1 In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979 and with the Meyers-Milias-Brown Act (Government Code Sections 3500 - 3511), this Memorandum of Understanding (MOU) was made and entered into by and between the designated representatives of the City of Santa Clara (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the City, and the designated representatives of Local Union 1171 of the International Association of Firefighters, affiliated with the American Federation of Labor-Congress of Industrial Organizations (a recognized employee organization as defined in Section 3501 (b) of Chapter 10 of Division 4 of Title I of the Government Code of the State of California), hereinafter referred to as the Union. This agreement constitutes the results of discussions between the City Management Staff and the Union on all matters within the scope of representation. The term of this agreement shall be from December 27, 2020 through December 31, 2025.

The provisions of this agreement have application exclusively to regular, full-time employees in the classified service (probationary and permanent) employed by the City of Santa Clara, unless otherwise specified. "Part-time Employees", "Seasonal Employees", or "Temporary Employees", or any other employee who is not in the classified service is specifically excluded from the provisions of this agreement.

Nothing in this agreement shall be deemed to grant any permanent Civil Service rights to probationary employees.

WITNESSETH that:

WHEREAS the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them to promote harmony and efficiency to the end that the City, Union, and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City.

NOW, THEREFORE, the parties hereto do agree to propose and recommend that the City Council adopt the following, effective as indicated:

1.2 SCOPE OF THIS MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the meetings which preceded this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. Therefore, for the

life of this MOU, the City and the Union voluntarily and unqualifiedly waive the rights and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter not referred to or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they met and signed this agreement.

Notwithstanding the foregoing, however, in the event any portion of this MOU is declared null and void by superseding Federal, State or City law, the balance of this MOU shall continue in full force and effect, and the parties shall immediately commence the meet and confer process to ensure that the superseded portions shall be rewritten to conform as nearly as possible to the original intent. Nothing in the foregoing shall prevent the parties to this agreement from meeting-and-conferring during the term of this MOU in matters of mutual concern. Such meeting-and-conferring shall be established and continued by mutual consent only. If, after meeting and conferring between the management representatives and the majority employee representatives, no agreement has been reached, such items under discussion shall remain unchanged.

The City further reserves the right to consider required organizational and operational changes in the economical and efficient operation of the Department whenever existing or future statutes bring about additional monetary costs.

1.3 NEXT MEMORANDUM OF UNDERSTANDING

The Union and the City will commence negotiations on a successor MOU no later than six (6) months prior to the end of this MOU. A total compensation survey as depicted in Article 3.1 and 3.2 of this MOU above will be completed at the beginning of those discussions.

ARTICLE 2 RECOGNITION AND PARTIES' RIGHTS

2.1 NON-DISCRIMINATION CLAUSE

The City of Santa Clara has an equal employment opportunity policy which states its long-term commitment to equal employment opportunity for all employees and employment applicants (initial employment and promotional). The equal employment opportunity policy is contained in the City's Affirmative Action Plan, and it is implemented by City Manager Directive # 131. The discrimination complaint procedure is addressed in City Manager Directive #131.

2.2 MANAGEMENT RIGHTS

The City Council on its own behalf and on behalf of the City hereby retains and reserves unto itself all rights, power, authority, duty, responsibility and obligations conferred on and vested in it by the laws and Constitutions of the State of California and the United States of America. The exercise of such rights, power, authority, duty, responsibility and obligations by the City Council and the adoption of such rules, regulations, policies as are necessary and as they apply to employees represented by Union, shall be in accord with this MOU to the extent that they do not violate any of the reserved duties, responsibilities and obligations conferred on and vested in it by the laws, Charter of the City, Constitutions of the State of California, and the United States of America.

Subject to State law and the provisions of City of Santa Clara Employer-Employee Relations Resolution, the rights of the City through its Council and Management include, but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; establish and enforce reasonable dress and grooming standards; direct its employees; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; 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 subcontract any work or operation of the City; to assign work to and schedule employees in accordance with requirements as determined by the City including but not limited to, emergency overtime and callback, and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish and modify probationary periods and reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

2.3 EMPLOYEE RIGHTS

All rights, privileges and working conditions enjoyed by the classification represented by Union herein, as defined in the current Personnel and Salary Resolution and in the City of Santa Clara Resolution No. 2979, entitled "Employer-Employee Relations" dated December, 1972, and other City resolutions, if any, dealing with employee rights and benefits shall not be reduced during the term of this MOU, except in accordance with the provisions of this MOU.

2.4 UNION TIME OFF

The City will provide duly elected Union representatives or their designees with reasonable time off for meetings with management on Union-related subjects, for discipline or grievance meetings and hearings, and for MOU negotiations. Such time shall be approved prior to its use; however, Union representatives shall typically each be afforded an hour off before and an hour after labor negotiations and one hour off for preparation or meetings prior to a discipline or grievance meeting. Whenever possible, Union representatives shall submit a written request to the Fire Chief or his/her designee for the authorized time off at least 24 hours in advance.

2.5 REPRESENTED CLASSIFICATIONS

A. Classifications represented by Local 1171 of the International Association of Firefighters (Unit 1) and their associated pay range, subject to any changes in Section 2 of this MOU, are as follows:

1) Firefighter I (Job Code 487)
2) Firefighter II (Job Code 480)
3) Driver Engineer (Job Code 380)
4) Fire Captain (Job Code 475)
5) Deputy Fire Marshal (Job Code 375)
6) Deputy Fire Marshal I (Job Code 372)
7) Deputy Fire Marshal II (Job Code 373)
8) Deputy Fire Marshal III (Job Code 374)
9) Deputy Fire Marshal HAZMAT (Job Code 376)
10) Assistant Training Officer (Job Code 233S)

B. The City shall provide written notice to the Union of the development of a new classification or of a proposed change involving a classification or change in the job title of the job classifications listed in Article 2.5.A above.

C. The City will provide a copy of all proposed revised job descriptions or new job classification descriptions that will be presented to the Civil Service Commission for classifications already included in Unit 1 or proposed for inclusion in Unit 1 no less than thirty (30) days prior to any Civil Service Commission meeting in which the proposed revisions or new job descriptions would be considered.

2.6 SENIORITY

A. Seniority is defined in two ways, depending on the application to given situations: "Time in Grade" and "Time of Employment."

1) "Time in Grade" shall mean the total amount of time which an individual has occupied the current classification since regular appointment (no credit shall be given for acting time except as provided for in the Personnel Rules).

2) "Time of Employment" shall mean the total amount of time which an individual has been employed by the Fire Department since original appointment to regular status.

B. When the date of employment is the same, Time of Employment is established by examination score. Examination score will establish radio number.

1) When the date of promotion is the same, seniority concerning Time in Grade is established by the date of hire.

2) When seniority cannot otherwise be determined, Time in Grade is established by radio number.

3) When individuals are essentially tied in any competitive promotional or special assignment process, Time of Employment shall determine order of placement on the eligibility list.

C. Choice of assignments (station, platoon, specialty, etc.) shall occur in order of Time in Grade from among qualified members.

D. Vacation selection shall be made in order of Time of Employment within the selection pool.

E. Any reduction in rank will result in an employee returning to last held position with retention of seniority previously held in lower rank based on this Section.

F. For purposes of determining seniority for lay-off purposes, nothing herein shall supersede Article 2.8 entitled “Lay-Off Policy” and Article 2.8 shall apply.

2.7 DUES DEDUCTION

A. A bargaining unit member may at any time execute a payroll deduction authorization form or forms (“Deduction Authorization Form”) as furnished by the Union.

B. The Union will be the custodian of records for such Deduction Authorization Forms and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made (“Certification”). The Union shall not be required to provide the City a copy of the member’s Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

C. The City shall begin deductions in the amount prescribed by the Union in the first full payroll period after receipt of written Certification from the Union. Deductions shall be made from wages earned by the employee only during the first 2 pay periods of every month. The employer shall transmit such payments to the Union no later than thirty (30) days after the deduction from the member’s earnings occurs.

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

E. If, through inadvertence or error, the City fails to make the authorized deduction, or any part thereof, the City shall correct such omission or error within thirty (30) days after the Union notifies the City in writing of the error. Errors will be addressed prospectively and not retroactively.

F. It is expressly understood and agreed that the Union will refund to the employee any Association dues erroneously withheld from an employee's wages by the City and paid to the Union.

G. Consistent with state law, the Union shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on the Union’s Certification and (2) any claims made by an employee for deductions made in reliance on information provided by the Union regarding changes or cancellations to the deduction authorization.

H. The City shall distribute Union-prepared Deduction Authorization Forms to new unit members. Each pay period, the City shall provide the Union with a list of newly hired Union members (if any).

2.8 LAY-OFF POLICY

A. The need for reduction in force shall be determined by the City Manager as a result of the resource allocation plan adopted by City Council. The determination to reduce the work force shall contain reasons for reduction and a listing of programs which are affected, and the specific City classifications and numbers within each classification which shall be reduced.

B. In the event the City demonstrates it is necessary to reduce the work force of represented employees, the City agrees to meet-and-consult with the Bargaining Group at least thirty (30) days prior to any layoff notifications to receive recommendations as to how best to accomplish this process with the least impact on represented employees, and to explore alternatives such as reductions in work hours, freezing of merit pay increases or similar programs which will result in reducing the City's labor costs.

C. If the City implements a reduction in work force, the City will administer the lay-off policy consistent with the following concepts:

1. Order: The order of lay-off shall be as follows:

    a. Temporary (as-needed) employees in the classification identified for reduction
    b. Probationary employees in the classification identified for reduction
    c. Permanent employees in the classification identified for reduction in inverse order of seniority based on hire date within the Fire Department

2. Seniority: Seniority shall be determined by the length of current continuous, permanent service within the Fire Department regardless of classification in which employed. Continuous service shall be defined as that which has not been interrupted by separation of service from the Fire Department. Seniority shall be retained, but shall not accrue, during any period of authorized leave without pay (more than 5 days), except for military leave.

3. Notice: When the City determines that it must implement a reduction in work force, notice to the employee shall be in writing at least thirty (30) days prior to the effective date of the lay-off. The Bargaining Group shall also receive concurrent notification of lay-off. The notice of lay-off shall contain the following:

    a. Reason for lay-off
    b. Effective date of lay-off
    c. Opportunity to discuss lay-off with a representative of management
    d. Conditions governing re-employment
    e. Information regarding Unemployment insurance

4. Reassignment (Bumping): Employees identified for lay-off shall have reassignment rights (bumping) to the same classification in a different department or division or to a previously held classification in which the employee attained

permanent status based upon seniority with the City of Santa Clara. Employees must exercise these rights by notifying Human Resources, in writing, within seven (7) calendar days after receiving written notification of the layoff.

An employee who is bumped to a lower classification and who qualified to apply for a promotional examination for a position in the Fire Department before being bumped into the lower classification shall continue to be eligible to apply for a promotional examination for that position as long as he/she continues to meet the education and experience requirements for that classification.

D. In the event of lay-off, any employee so affected may elect to:

1. Accept a position in a lateral or lower class in which he/she has permanent status, or a position in a lateral or lower class within the series containing the class from which the employee is being laid off, provided he/she is otherwise qualified and is more senior than the least senior employee in such lateral or lower class.

2. Accept a position in higher class, provided he/she has held permanent status in such higher class, and further provided that the employee's transfer from the higher class was voluntary and occurred during his/her current period of employment and provided he/she is otherwise qualified and is more senior than the least senior employee in such higher class.

3. Accept a vacant position in a lateral or lower class for which he/she is otherwise qualified.

4. Any employee entitled to an option noted above, which involves assignment to a lower classification, may elect to be placed on lay-off in lieu of accepting such assignment to the lower class. In the event the employee elects to be placed on lay-off, such employee will only be recalled to the classification from which the employee elected to be placed on lay-off. The decision to not accept assignment to a lower classification may adversely affect the employee's ability to collect unemployment insurance.

E. <u>Re-Employment/Reinstatement Lists</u>

1. The names of regular or probationary employees laid-off according to this policy will be placed on a Re-employment List for each classification for which the employee is eligible in the inverse order of the lay-off. Individuals' names will be retained on a Re-employment List for classified positions for the shorter of either three (3) years from the effective date of lay-off or the date on which a laid off employee rejects an offer of re-employment in the classification from which the former employee was laid off. Employees whose names are on a Re-employment List for classified positions will be notified of other related openings for which testing is scheduled.

2. In the event an employee accepts reinstatement to a lower class than the one from which laid off, such person's name shall remain on the Re-employment List for reinstatement to the class from which laid off, lateral classes or other higher classes upon which his/her name appears provided such person, except for lack of seniority, would have been otherwise entitled to such lateral class at the time of

the most recent layoff. Employees who are re-employed under this provision shall be re-instated with the same seniority, including leave accrual rates and salary step, as at the time they were laid off. Employees whose names are on a Re-employment List for classified positions will be notified of other related openings for which testing is scheduled.

ARTICLE 3 WAGES/COMPENSATION

3.1 WAGES

A. Effective December 27, 2020, all salary ranges in classifications assigned to the Union shall remain status quo.

B. Effective December 26, 2021 (the first pay period of calendar year 2022), all salary ranges in classifications assigned to the Union shall remain status quo.

C. Effective December 25, 2022 (the first pay period of calendar year 2023), all salary ranges for employees holding positions in classifications assigned to the Union shall be increased by approximately 5.0%.

D. Effective the first pay period of calendar year 2024, all salary ranges for employees holding positions in classifications assigned to the Union shall be increased by approximately 4.0%.

E. Effective the first pay period of calendar year 2025, all salary ranges for employees holding positions in classifications assigned to the Union shall be increased by approximately 2.5%.

F. In recognition of, and to help secure the employees' speedy ratification of this MOU, the City has exercised its discretion to provide a one-time discretionary cash payment of $5,000 for regular employees (pro-rated for part-time employees) in the bargaining unit following Council approval of this MOU. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

This one-time discretionary cash payment shall only be paid as follows:

Employees who were employed in a classification assigned to the bargaining unit at the time of the disbursement, which is estimated to occur after the first pay period after Council approval of this MOU. The one-time discretionary cash payment shall be paid on a day after the first full pay period after Council approval of this MOU

3.2 TOTAL COMPENSATION (THIS SECTION IS SUSPENDED FOR THE DURATION OF THIS MOU)

A. For the purposes of this agreement, total compensation is defined to include the following items:

1. Salary**

2. Fringe Benefits:

    a. Retirement (CalPERS)*
    b. Holiday Pay*
    c. Vacation Pay*
    d. Uniform Maintenance
    e. VEBA
    f. Deferred Compensation
    g. BCN Contribution

3. Insurance

    a. Life**
    b. Mandatory Health Allocation**
    c. Dental**
    d. Disability**
    e. Retiree Medical***

        * These elements are directly tied to salary and move as a function of salary. No independent movement is allowed in these element areas

        ** Movement allowed only under the provisions agreed to in this MOU

        *** The Union and City agree that the Retiree Medical Reimbursement described in Article 5.10 of this MOU is a non-discretionary allocation in the Total Compensation Array/Salary Adjustment Form. City contributions to VEBA under Article 5.8 of this MOU shall be included in total compensation on the Total Compensation Array/Salary Adjustment Form to the extent specified in Article 5.8.

B. Except where noted, total compensation of comparing agencies as defined above will be determined by computing the total compensation effective October 1 of each preceding year afforded similarly represented classifications of Firefighter in the comparing agencies of the cities of Mountain View, Palo Alto, San Jose, Milpitas and Santa Clara County Fire Department and obtaining the average total compensation afforded those agencies.

C. It will be a requirement of the Union to allocate each year in advance, in accordance with the attached tabular description, and consistent with this memorandum, the distribution of total compensation monies within the following element areas:

    1. Salary,
    2. Life Insurance Premiums,
    3. Medical Insurance Premiums, subject to the requirement that the amount of the Kaiser single health insurance premium, including the PEMHCA minimum, be included in the mandatory section of the Salary Adjustment Form / Total Compensation Array,
    4. Long-Term Disability Insurance Premiums,
    5. Dental Plan and
    6. Uniform Allowance.

Distribution of total compensation monies is to be made based upon:

1. The total compensation for the related benchmark classifications, and
2. The maximum premiums payable by the City, and not actual premium to be paid by City, except as noted elsewhere in this MOU.

3.3 ADJUSTMENT OF TOTAL COMPENSATION (THIS SECTION IS SUSPENDED FOR THE DURATION OF THIS MOU)

A. Effective December 17, 2017, for all classifications represented by the Union, any future negotiated salary increases will be increased by the additional wage increase necessary on the Salary Adjustment Form to place a Step 5 Firefighter II at an 2.5% above the survey average in total compensation, using the following agreed-upon methodology

1. The parties will use the same survey agencies, the same October 1st "point in time/snapshot" of compensation," the same compensation elements in the survey (other than an additional $200/month City contribution to VEBA), and same methodology for compensation elements used during the 2017-18 MOU negotiations. This would include using the retiree medical number on the total compensation survey for all agencies, and on the Salary Adjustment Form/Total Compensation Array for Santa Clara, that reflects the highest retiree health amount agencies pay to retirees (at the time of the 2017-18 MOU negotiations, the "pre-1986 Retiree Plan" number for Santa Clara).

2. The parties would determine by what total compensation percent below 2.5% above the survey average the top step Santa Clara Firefighter II was on that total compensation survey. That percentage would then be applied to the December Salary Adjustment Form ("total comp array") along with the increased PERS new/increased Kaiser employee only health rate to determine what salary increase would result.

3. There shall be no salary decrease as a result of using this methodology in any year of this MOU, i.e. a floor of a zero percent salary adjustment; however, this provision constraining the effect on salary adjustments of changes in PERS rates shall sunset and no longer be effective on December 26, 2020.

4. The new total compensation schedule shall reflect the current City rates for CalPERS, PEMHCA, Kaiser single employee health insurance, and retiree medical.

B. Effective the first full pay period of the 12/18 – 12/19 MOU, for all classifications represented by the Union, salaries will be increased by the additional wage increase necessary on the Salary Adjustment Form to place a Step 5 Firefighter II at 5.0% above the survey average in total compensation. The parties shall use the same agreed-upon methodology described in paragraph 2.A. above, with the exception that the benchmark classification will be placed at 5.0% above the survey average rather than 2.5% above the survey average.

C. Effective the first full pay period of the 12/19 – 12/20 MOU, for all classifications represented by the Union, salaries will be increased by the additional wage increase

necessary on the Salary Adjustment Form / Total Compensation Array to place a Step 5 Firefighter II at 5.0% above the survey average in total compensation, using the same agreed-upon methodology described in paragraph 2.A and B above, except for treatment of retiree health in both the total compensation survey and on the Salary Adjustment Form / Total Compensation Array. Specifically, starting in December 2019, the retiree health entry for all agencies on the total compensation survey, and for Santa Clara on the Salary Adjustment Form / Total Compensation Array shall be the maximum agency contribution to which any current employee may be eligible if separated employment on October 1 of the year for which the total compensation survey is applicable.

D. In the case of a financial emergency, including but not limited to significant budget deficits during the term of this MOU, IAFF agrees to meet with the City prior to Year 3 of this MOU, if requested by the City, regarding the economic terms of Year 3 of this MOU. Such meeting shall not be a "meet and confer" or a "re-opener" and the City shall not have any special rights based on this provision to change the terms of the MOU agreement.

E. As discussed above, the benchmark classification of Firefighter shall not receive a salary decrease in any year of this MOU as a direct result of an increase in the CalPERS' employer rate under the retirement benefits contract between CalPERS and the City in effect at the time of adoption of this MOU. However, this provision, shall sunset December 26, 2020 and no longer be effective after that date.

F. For purposes of adjustment of total compensation, total compensation for the comparison agencies is defined as top step salary (excluding range for seniority or longevity steps), and fringe benefits paid by the agency to the employee or on the employee's behalf after five (5) years of service in that classification which are recurring in nature and available to each employee in the classification, as shown in the Definitions section in the "Tabular Description" below. For the City of Santa Clara, total compensation shall be defined as those elements listed in Section 1 of this MOU.

G. If the amount of the benchmark's total compensation adjustment in any given year is contingent on the annual total compensation survey of comparison agencies, and if a comparing agency adopts a total compensation adjustment after the City has adopted and implemented the total compensation allocation for the following calendar year, and the effective date of the comparing agency's subsequently adopted total compensation adjustment is on or before October 1 of the survey year, the City will recalculate the total compensation array, either upward or downward. Such adjustment will be applied effective beginning the pay period following confirmation of the adjustment(s). A recalculation prompted by this subsection will not entitle the Union to make any change in allocations to the total compensation array.

H. It will be the prerogative of the Union to allocate the distribution of total compensation monies among element items 1(A) prior to the first pay period of each calendar year. During the lifetime of this agreement specific retirement benefits as may be allowed by the California Public Employees Retirement System (CalPERS) may be added or deleted subject to the following conditions:

   1. All such changes will have equal application to all public safety personnel, including eligible members of the Police Department, if so required by CalPERS.

2. The Union will assume the responsibility of coordinating with the eligible members of the Police Department any desired retirement modifications prior to submission to the City, and be prepared to ensure the City, in writing, that such modifications are consistent with the wishes of the majority of eligible personnel in each of the Public Safety Bargaining Groups.

3. A minimum of nine (9) calendar months advance notice will be given the City, in writing, specifying the nature of the desired changes.

4. Any cost associated with obtaining the proposed retirement benefit such as actuarial valuations or administrative expenses imposed by CalPERS shall be paid by the Fire and Police Bargaining Groups. Before any such costs are incurred, representatives of one of the two groups must assume the responsibility of reimbursing the City for all related costs upon demand.

I. It will be the prerogative of the Union each year to allocate from total compensation a specific sum (based upon total allocated positions; payable to the Union) toward medical benefits for retired Fire Department employees, as determined by the Union. Union assumes full responsibility for disbursements to retired employees and shall defend and hold the City harmless in the event of any litigation with respect to the administration and disbursement of funds by Union for the medical benefits of retired Fire Department employees.

J. It is recognized by both parties to this agreement that it is their mutual responsibility to independently verify, to the extent possible, the accuracy of the information upon which total compensation adjustments are made. Should it be discovered by either party that adjustment(s) to salary and fringe benefits are based on erroneous information or has been erroneously computed, the necessary corrective action will be taken as soon as practical after the discovery and notice of the error has been given. It is the mutual responsibility of both parties to report any suspected error immediately upon discovery to the other party. However, the period for which there will be a right to recover any monies which are either overpaid by the City or underpaid to the employee shall be limited to an adjustment period of up to 90 calendar days from the date the error was first reported to the other party. The corrective action will be taken even in circumstances where the error may bridge successive MOUs, but the recovery will still be limited to amounts owed or owing during the prior 90 calendar days. The 90 calendar day period will begin upon the date of written notification by personal service upon the other party.

K. Right of recovery by the City of overpayment shall be limited to recovery over the same period as the overpayment was made. Said repayment will begin with the next paycheck following final determination of the amount to be repaid. Underpayment to the employee shall be made by the City in a lump sum of the amount owed on the next regular paycheck following final determination of the amount to be paid.

FOR THE DURATION OF THIS MOU, THE PROVISIONS IN THIS TABULAR DESCRIPTION OF ADJUSTMENT OF TOTAL COMPENSATION ARE SUSPENDED

TABULAR DESCRIPTION OF
ADJUSTMENT OF TOTAL COMPENSATION

DEFINITIONS

1. Top Step Salary	Maximum step in the monthly salary classification (excluding range for seniority or longevity steps).
2. Life, Health, Dental, Vision, LTD and other Insurance	Maximum agency monthly contribution per employee to insurance premiums.
3. Retirement	Employer contribution to Social Security plans and blended employer contribution rate to retirement.
4. Holiday Pay	Holiday pay shall be calculated on the basis of top step salary (excluding range for seniority or longevity) and the number of holidays provided to an employee upon reaching top step salary (excluding range for seniority or longevity). Formula used for the calculation shall be the agency formula and shall be footnoted on the Total Compensation Benchmark Survey.
5. Vacation Pay	Vacation pay shall be calculated on the basis of top step salary (excluding range for seniority or longevity) and the vacation accrual rate an employee receives upon reaching top step salary (excluding range for seniority or longevity). The same formula shall be used for San Jose, Milpitas, Santa Clara County Central Fire District, Palo Alto, Mountain View and Santa Clara.

Annual Vacation Hours X 24 Hour Rate (Top step salary)
12

24 hour rate (top step salary) is calculated by taking the monthly salary rate, multiplying by 12 and dividing by 2912.

6. Retiree Medical	Effective January 1, 2020, the maximum agency contribution to which any current employee may be eligible if separated employment on October 1 of the applicable year.
7. Other	Monthly salary equivalent of or maximum monthly agency contribution to other fringe benefits available to all full-time agency employees. To be eligible for inclusion in comparison data, such benefits of the comparing jurisdiction must be of a recurring nature or become part of their compensation base. For calculation of VEBA, only $200 shall be included pursuant to Section 31 below. Starting January 1, 2025, City contribution of $175/month shall be included pursuant to Section 49 below.
8. Total Compensation	The sum of items 1 through 7 above.
9. Total Compensation Benchmark Survey	Survey of agreed upon agencies with the sum of 1 through 7 for each agency.
10. Total Compensation Adjustment Form	Any reference to Total Compensation Array/Salary Adjustment Form shall be synonymous to Total Compensation Adjustment Form.

3.4 STEP INCREASES

Step increases will be applied as follows:

A. Employees who have an anniversary date that falls within the first week of the pay period, and who have been approved for a step increase will be adjusted on the beginning day of the pay period during which the anniversary date falls.

B. Employees who have an anniversary date that falls within the second week of the pay period and who have been approved for a step increase will be adjusted on the beginning day of the pay period immediately following the anniversary date.

3.5 PAY PERIODS

Allowances/payments or accrual rates that are an agreed upon amount per month or year but are paid for administrative purposes in incremental amounts each pay period, shall be the same total amount per year in years in which there are 27 instead of 26 pay periods. This clarification is not intended to and would not modify anyone's salary/pay rate

3.6 FAIR LABOR STANDARDS ACT (FLSA) AND OVERTIME

A. Work Cycle:

The monthly salary for employees who are assigned to work a 24 hour schedule will be adjusted by 1.75% rounded to the nearest whole dollar as full satisfaction of the City's obligatory payment of regularly scheduled overtime hours worked during the current 24 day FLSA work period / duty cycle. This practice replaces the past practice of payment of 2.0% and the prior practice of payment of up to 10 hours at the half-time rate for employees who work more than 182 regular work hours during the FLSA cycle.

B. Compensatory Time Off:

Employees may be compensated for overtime in the form of salary payment of, at the request of the employee and approval of the Fire Chief, Compensatory Time Off (CTO) at the 1 ½ time factor for the hours worked. The determination for the type of compensation received shall be that of the employee as long as it is consistent with departmental policies. The maximum allowable CTO accrual for represented employees shall not exceed one-hundred and twenty (120) hours.

Employees may use CTO accruals in lieu of vacation for any vacation awarded through the Crewsense submittal process. CTO may not be used for an vacation (VAC) selected in the annual vacation selection process.

C. MOU Overtime:

The City pays overtime under this MOU ("MOU Overtime") for all hours worked outside an employee's regular work schedule at 1.5 times the applicable base salary schedule, plus out of class pay when applicable.

D. FLSA Overtime:

Employees shall be paid for all FLSA qualifying overtime hours worked at 1.5 times the FLSA regular rate as defined by the FLSA and applicable law, with amounts owed by the City for FLSA overtime hours worked subject to any applicable credits under the FLSA and FLSA regulations.

3.7 OVERTIME (EMERGENCY)

A. Unscheduled Continuation of Shift: Represented employees shall be compensated at the time and one-half (1 ½) rate for actual hours worked (in 15-minute increments) for any unscheduled continued duty hours at the end of a shift.

B. Emergency Call-backs: Call back Emergency Overtime will continue to be compensated at time and one-half (1 1/2) for a minimum three-hour period and then for all time worked in excess of three hours in 15-minute increments.

C. Levi's Stadium: Bargaining unit members who work overtime at NFL games at Levi's Stadium will be paid at the double time rate for that work. Overtime under this section will be for pay only and employees may not elect to earn CTO for that work. However, the parties acknowledge that the issue of full reimbursement to the City or Stadium Authority for public safety costs is currently under litigation. In the event a court of competent jurisdiction or arbitrator issues a binding decision permitting less than full reimbursement to the City or Stadium Authority for public safety costs including the payment of the overtime rate listed herein, this section will immediately reopen and the parties will meet and confer over changes to this section. From the time the contract reopens until agreement is reached, overtime will be paid at time and one-half.

3.8 HOLIDAY PAY

A. Represented employees working a 24-hour shift schedule are entitled to 4.92% holiday pay. Effective the first full pay period after ratification by Union membership and approval by City Council of this MOU, represented employees working a 24-hour shift scheduled are entitled to 7.5% holiday pay. Holiday pay is paid in addition to the regular base salary pay each biweekly pay period. This holiday pay is subject to CalPERS as regular base pay.

B. Represented employees working a non-shift 40-hour schedule will receive eight (8) hours of paid time off in observation for each of the following thirteen holidays, and will be entitled to an additional time-and-a half pay if required to work on any of the days of observance of the following holidays:

1. New Year's Day (January 1),
2. Martin Luther King Day (3rd Monday in January),
3. President's Day (3rd Monday in February),
4. Spring Holiday (observed on Good Friday),
5. Memorial Day (last Monday in May),
6. Independence Day (July 4),
7. Labor Day (1st Monday in September),
8. Admission Day (September 9),
9. Columbus Day (2nd Monday in October),
10. Veteran's Day (November 11),
11. Thanksgiving Day (4th Thursday in November),
12. Friday after Thanksgiving, and
13. Christmas Day (December 25).

C. Holidays which fall on a specific date and which fall on Saturday are observed the preceding Friday. Holidays which fall on a specific date and which fall on Sunday are observed the following Monday.

3.9 EDUCATIONAL INCENTIVE PROGRAM

A. Career enhancement and development shall be encouraged through the existing Educational Incentive Program. The Program includes development for mid-management or administrative level functions, professional training in related fields, academic courses leading to an A.A. or A.S. degree in Fire Science, subject to funding provided for in the annual budget.

B. In addition, and to the extent consistent with current practice at the time the City Council approves this MOU, the City shall pay for a class the department requires an employee to take and the time required for the employee to take the class shall be covered by R+ or, if needs to be taken while off duty, by overtime. For a required class for bid assignment, the class shall also be paid for and covered by R+. The City also will pay for classes required for promotion, but the time required for such class, if approved, shall not be covered by R+ and no overtime shall be paid for such classes, unless otherwise approved. For classes not required by the Department or bid assignment no R+ or overtime will be given and reimbursement for such classes will be subject to approval by the Fire Chief or his designee through the reimbursement process and will be conditional upon available funding at the end of the fiscal year.

C. Effective December 26, 2021 (the first pay period of calendar year 2022), employees shall be eligible for 7.5% of base pay for Step 5 Firefighter II after completion and written submission of proof of 400 hours of State Fire Training Classes, and 3.75% of Step 5 Firefighter II after completion and written submission of proof of 200 hours of State Fire Training Classes, exclusive of any classes required to be eligible for Haz Mat Assignment pay or Technical Rescue Assignment pay.

3.10 OUT OF CLASS COMPENSATION

A. Represented employees must work a minimum of three (3) hours performing duties of a higher job classification prior to receiving the appropriate out-of-class compensation rate. However, if such out-of-class assignment is performed for longer than three (3) hours, the additional compensation shall become applicable from the initial time of the assignment. Rotation of personnel will not occur in an effort to avoid out-of-class eligibility shall render this section of the agreement null and void. Determination of the eligibility for out-of-class assignment shall be consistent with the current practices.

   1. “Out of Class Pay” shall be at a rate equal to the lowest pay step in the higher classification which is at least 5% higher than the employee’s base pay. However, in no event shall the salary paid to the employee exceed the top step of the higher classification (i.e., if the top step for the higher classification is less than 5% above the employee’s base pay, the employee shall be paid at a pay rate equal to the top step of the higher classification).

B. “Shadow Mode:” This section is meant to codify the Side Letter Agreement dated January 11, 2006, in this MOU, and is not meant to alter/amend the current practice regarding “Shadow Mode” as of the effective date of this MOU.

1. Definitions:

   a. “Shadow Mode” occurs when staffing is reduced from five to four at Station 2 and/or four to three at Station 9, and Haz Mat 99 and/or Rescue 92 is in service.

   b. “In service” is defined as "whenever the vehicle is in the station and could respond to an incident but due to flexible staffing, does not have a dedicated driver that day. The MDT would not have anything to do with the "in service/out of service" status for shadowing purposes. A pre-trip inspection and a check off is required whenever the vehicle is in service."

   c. “Out of service” occurs when the vehicle is not available for response even if staffing is available. This would normally happen when a rig is taken down for mechanical purposes or for other rare but occasional instances. Neither a pre-trip inspection nor a check off is required when the vehicle is out of service.

2. Whenever Haz Mat 9 and/or Rescue 2 is in “Shadow Mode” for a continuous period of four or more hours within a 24-hour shift, the Firefighter assigned “Shadow” responsibilities will receive a total of four (4) hours of out of class compensation as described above. In addition, the Firefighter will receive out of class compensation for any acting Driver/Engineer assignments during that shift in accordance with established out of class policy.

   a. More than one Firefighter can receive “Shadow Mode” out of class compensation during one 24-hour shift.

3. Examples: The following are examples of “Shadow Mode.”

No	Scenario	Note
1	The Station 9 Firefighter (FF-A) has Haz Mat 9 “Shadow” responsibilities for 24 hours.	FF-A will receive 4 hours of out of class compensation for that shift.
2	The Station 9 Firefighter (FF-A) has Haz Mat 9 “Shadow” responsibilities for 24 hours, AND: ▪ FF-A has vacation that begins at 1200 hours to 2200 hours. ▪ A second Station 9 Firefighter (FF-B) relieves FF-A from 1200 hours to 2200 hours.	▪ FF-A will receive 4 hours of out of class compensation for that shift; AND ▪ FF-B will receive 4 hours of out of class compensation for that shift.
3	The Station 9 Firefighter (FF-A) has Haz Mat 9 “Shadow” responsibilities for 24 hours, AND: ▪ FF-A has vacation that begins at 1200 hours to 2200 hours. ▪ A second Station 9 Firefighter (FF-B) relieves FF-A from 1200 hours to 2200 hours. Haz Mat 9 is dispatched to a call at 1200 hours and is on scene until 1700 hours.	▪ FF-A will receive 4 hours of out of class compensation for that shift; AND ▪ FF-B will receive: o 4 hours of out of class compensation for that shift; and o 5 hours of out of class compensation for servicing as an acting Driver/Engineer between 1200 hours and 1700 hours

No	Scenario	Note
4	The Station 9 Firefighter (FF-A) has Haz Mat 9 "Shadow" responsibilities for 24 hours, AND: ▪ FF-A has vacation that begins at 1200 hours to 2200 hours. ▪ A second Station 9 Firefighter (FF-B) relieves FF-A from 1200 hours to 2200 hours. Haz Mat 9 is dispatched to a call at 1200 hours and is on scene until 1400 hours.	▪ FF-A will receive 4 hours of out of class compensation for that shift; AND ▪ FF-B will receive 4 hours of out of class compensation for that shift. FF-B does not receive out of class compensation for acting Driver/Engineer for less than 4 hours pursuant to department's current policy.
5	FF-A is scheduled for "Shadow" responsibilities at Station 9 for entire shift. At 1100 hours, a call back is made and Haz Mat 9 is placed in service. FF-A is assigned as acting Driver/Engineer on Haz Mat 9 from 1100 hours to 0800 hours.	▪ FF-A receives 21 hours of out of class compensation as Driver/Engineer for the assignment from 1100 hours to 0800 hours. There is not out of class compensation for "Shadow" responsibilities since Haz Mat 9 was not in "Shadow Mode" for the minimum of 4 hours.

3.11 SPECIAL ASSIGNMENT PAY

A. Paramedic Assignment

1. The represented classifications of Firefighter, Driver/Engineer and Fire Captain who are assigned to perform as Fire Paramedics assigned on a 24 hour shift basis will be entitled to the whole dollar amount difference between the "Step 5" Firefighter salary Range C1-30 and Range C1-34.

2. Employees in the classes of Firefighter, Driver/Engineer and Fire Captain must meet the minimum standard required for the Fire Paramedics and be accredited for practice within Santa Clara County prior to becoming eligible for consideration for Paramedic assignment.

3. It is the intent of this program to allocate assignment opportunities in each of the classes of Firefighter, Driver/Engineer and Fire Captain as determined through the budget process each year and those assignments be filled based on seniority bid within each classification. Bid assignments will be for a minimum of one (1) year.

4. Eligible represented classes may be assigned to work as a Fire Paramedic through the normal assignment practice and will be eligible for the same premium payment as if assigned through the bid system

B. Training Assignments & Other 40-Hour Assignments

1. Employees assigned to Training, Field Operations, EMS or Administration on a 40-hour schedule or to a special assignment on a 40-hour schedule will receive 12.5% training / 40-hour assignment pay. Employees temporarily assigned, including but not limited to modified duty, to a 40-hour schedule are not eligible for the 12.5%

training / 40-hour assignment pay. Paramedics will be allowed to keep receiving paramedic pay while in a training or other 40-hour special assignment. ATOs will continue to receive an additional 5.0% out of class pay. Holiday pay (7.5%) and FLSA pay will not be paid to those on a 40-hour assignment but those on that schedule will receive the benefit of the thirteen (13) City holidays designated in this MOU.

2. 56 Hour Assignment in Training: Personnel assigned to Training on a 56-hour schedule will receive 2.5% training assignment pay (applied to both EMTs and paramedics) with ATOs continuing to receive an additional 5.0% out of class pay (for a total of 7.5%). these personnel will also continue to receive both holiday pay (7.5%) and FLSA pay. Paramedics also will be allowed to keep receiving paramedic pay.

3. Schedule: Employees assigned to a 40 hours per week schedule will be given the option to work either a standard Monday through Friday, 40-hour workweek, a 4/10 schedule, or a flexible, 9/80 schedule. The work schedule can be further modified by mutual consent of the employee and the Fire Chief. Effective the first full pay period following City Council approval of this MOU, 40-hour schedule required to work on City holidays shall be entitled to pay at the MOU overtime rate for the holiday hours worked.

4. Physical Fitness: Non-prevention employees assigned to a 40-hour schedule will be given 1 hour each work day to participate in a physical fitness program.

5. Training Division Length of Assignment: Employees assigned to the Training Division will serve in that capacity for an unspecified time period depending on the needs of the Fire Department. An employee in the Training Division may request to return to the Suppression Division at any time and the Fire Chief may honor the request. If the employee has served in the Training Division for more than one year and that employee requests a reassignment to the Suppression Division, the Fire Chief will honor the request and return that employee to the Suppression Division as soon as practicable but no longer than 45 days from the date of the request.

C. Hazardous Materials Assignment

1. Effective December 20, 2015, employees who are certified by the California Specialized Training Institute (CSTI) assigned as Haz Mat Specialists whose regularly assigned station is Station 9 shall receive approximately $534/month special assignment pay, assigned Haz Mat Technicians whose regularly assigned station is Station 9 shall receive approximately $267/month special assignment pay, and assigned Haz Mat Specialists whose regularly assigned working location is not Station 9 shall receive approximately $107/month special assignment pay.

2. Regularly assigned is defined as a duty bid, approved temporary duty assignment or one month or longer assignment. Rotation of personnel will not occur in an effort to avoid Haz Mat pay eligibility. Employees that are temporarily reassigned to accommodate probationary employees (or “bounced” for probationary employees) will not lose their incentive.

3. Effective July 24, 2022, employees who are certified by the California Specialized Training Institute (CSTI) shall receive special assignment pay equal to the following percentages of Step 5 Firefighter II pay:

    a. 5.0% Haz Mat Specialist whose regularly assigned workplace for one month or longer is Station 9

    b. 2.5% Haz Mat Technician whose regularly assigned workplace for one month or longer is Station 9

    c. 1.0% Haz Mat Specialist whose regularly assigned workplace is not Station 9

4. To continue to be eligible for this special assignment pay, employees must maintain their competency by attending offered refresher courses. When such courses are offered while employees are on duty, the Department will make provisions for their attendance. Employees will not be compensated for courses attended during off duty hours, unless directed by the Department to attend.

5. Employees will be given the opportunity to "opt out" of the Hazardous Materials program as Specialists not assigned to Station 9 and will forego their Haz Mat Specialist pay. Employees opting out shall use the Department approved "Haz Mat Assignment Opt Out Form." Additionally, employees who are not able to attend the annual Haz Mat training for Specialists due to conflicts with their own personal time off (sick leave, vacation, personal leave, comp time use) will have their Haz Mat pay discontinued until such time in the next calendar year they are able to attend all training for Specialists. If the employee misses two consecutive annual refreshers, the employee will be ineligible to re-enter the program unless the employee bids Fire Station 9 and/or submits a written request to the Fire Chief for consideration.

6. The City reserves the right to discontinue this special assignment pay provision, should the City's method of responding to Hazardous Materials incidents change.

D. Investigation Duty

Deputy Fire Marshals shall be routinely and consistently available for Investigation Duty. The Deputy Fire Marshal who is on-call shall receive 10 hours of compensatory time off per week of assigned on call duty. The employee shall work a regular schedule, as defined in Section 19 of this MOU, with an unpaid half-hour lunch.

E. Technical Rescue Assignment

1. Employees are entitled to technical rescue assignment pay when they have completed one of the following combinations of SFT courses:

    a. Low Angle Rope Rescue Operational (LARRO), Rescue Systems 1, Rescue Systems 2, Confined Space Rescue Technician (40 hours) and Trench Rescue Technician (24 hour); or

b. Rope Rescue Awareness Operations, Rope Rescue Technician, Structural Collapse Specialist 1, Confined Space Operations Technician, and Trench Rescue Technician.

2. Employees shall receive 5% of Firefighter II Step 5 base salary in special assignment pay when they are regularly assigned on a truck or rescue company. Regularly assigned is defined as a duty bid, approved temporary duty assignment or one month or longer assignment. Rotation of personnel will not occur for the purpose of avoiding Technical Rescue Pay eligibility. Employees that are temporarily reassigned to accommodate probationary employees (or "bounced" for probationary employees) will not lose their incentive.

3. Employees shall receive 1% of Firefighter Step 5 base salary in special assignment pay if they complete the classes listed above but are not assigned to a truck or rescue company.

4. Special assignment pay is applied to Firefighter Step 5. This will be done in accordance with the City's Salary Schedule.

5. Classes will be verified through the training division.

6. To continue to be eligible for this special assignment pay, employees must maintain their competency by attending offered refresher courses. When such courses are offered while employees are on duty, the Department will make provisions for their attendance. Employees will not be compensated for courses attended during off duty hours, unless directed by the Department to attend.

7. Employees will be given the opportunity to "opt out" of the Technical Rescue assignment program and will forego their Technical Rescue Assignment pay. Employees opting out shall use the Department approved "Technical Rescue Assignment Opt Out Form."

8. Additionally, employees who are not able to attend the annual training due to conflicts with their own personal time off (sick leave, vacation, personal leave, comp time use) will have their Technical Rescue Assignment pay discontinued until such time in the next calendar year they are able to attend all training,

9. The City reserves the right to discontinue this special assignment pay provision should the City's method of responding to Technical Rescue Incidents change.

3.12 DEFERRED COMPENSATION

Effective beginning the first pay period of calendar year 2025, the City shall contribute $175 per month to the City's Section 457 deferred compensation plan on behalf of each represented employee enrolled in the City's Section 457 deferred compensation plan. If an employee enrolls in the City's Section 457 deferred compensation plan after the first pay period of calendar year 2025, the City will commence contributions once the employee is enrolled and it shall be not retroactive. This City contribution will be included in Total Compensation.

3.13 BILINGUAL PAY

A. Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for bilingual skills if they meet the following criteria:

   1. Certification from the City, by oral examination, that the employee possesses the needed language skills.

   2. Certification by the Fire Chief that a particular assignment involves need for the required skills on a regular basis.

   3. Certifications required and obtained above will not necessarily follow an employee if transferred or promoted.

B. Bilingual pay shall be forty-five dollars ($45.00) per bi-weekly pay period.

C. In addition, employees that can demonstrate a higher level of bilingual proficiency by satisfying a more rigorous job connected oral and written testing process required by the Fire Department than required for the standard bilingual pay described above shall receive an additional $45 per bi-weekly pay period, i.e. a total of $90 per bi-weekly pay period.

D. Employees who receive bilingual pay are expected to provide bilingual services when needed. Determinations by the City on whether a particular language is needed are final and not subject to any further appeals

3.14 UNIFORM ALLOWANCE

The City will provide a uniform allowance of up to $200 per year, payable in equal payments each pay period. The City will provide a uniform allowance of up to $275 per year to employees in the classifications of Deputy Fire Marshal (Job Code 375), Deputy Fire Marshal Haz Mats (Job Code 376), Deputy Fire Marshal I (Job Code 372), Deputy Fire Marshal II (Job Code 373), and Deputy Fire Marshal III (Job Code 374), payable in equal payments each pay period.

Effective the first pay period after ratification by Union membership and approval by City Council of this MOU, the uniform allowance will be paid on the first two (2) pay periods every month.

3.15 SPECIAL EVENT UNIFORM

The City will purchase one “stadium” uniform for stadium special events and similar details (to include pants if approved by the Department during the term of this MOU). The uniform replacement and upkeep will follow the guidelines set forth in the Department’s uniform policy.

ARTICLE 4 CERTIFICATIONS

4.1 EMT CERTIFICATION

Each employee in the Emergency Operations Division shall be required to obtain and maintain EMT certification through the Department's on duty training. Failure to maintain such certification shall result in the employee taking part in a remedial training program approved by the Fire Chief or his/her designee to ensure certification in a timely manner. Failure to obtain certification under the departmental remedial training program, or the withdrawal of the employee's eligibility to perform his/her duty in the Emergency Operations Division, will result in reassignment to a modified duty assignment for a period not to exceed ninety (90) calendar days while the employee continues to regain EMT certification. Failure to obtain EMT certification after this ninety (90) calendar day period will result in appropriate disciplinary action.

4.2 DRIVER'S LICENSE – NON-COMMERCIAL CLASS B

The City will pay for required medical examinations for employees in all classifications that are required to have a Non-Commercial Class B Restricted driver's license.

ARTICLE 5 BENEFITS

5.1 HEALTH INSURANCE PREMIUMS

City health insurance coverage will be at the option of the individual employee.

A. The City currently contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and their eligible dependents, eligible retired employees, and eligible survivors of retired employees. Eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA). Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with those provisions of the PEMHCA providing for participation by "annuitants."

   The City's employer contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this Section are required only to the extent mandated by the PEMHCA.

   Because CalPERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the City contracts for benefits with CalPERS for medical insurance benefits.

   Pursuant to the PEMHCA, the City will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to the PEMHCA minimum contribution provided to an active employee under this Section.

B. Definitions. For purposes of this section:

1. "Full-time employee" refers to an employee whose regular schedule is at least 30 hours per week.

2. "Full-time position" refers to a position in a classification, whether vacant or not vacant, whose regular schedule is at least 30 hours per week.

C. Mandatory Health Allocation

Kaiser single employee health insurance will be included in the Salary Adjustment Form as a Mandatory Allocation. The amount allocated for Kaiser single employee health insurance will be the premium minus the statutorily required Public Employees Medical and Hospital Care Act (PEMHCA) contribution. The PEMHCA contribution will remain in the Total Compensation array as a separate Mandatory Allocation. The City will change the dollar amount designated within the array for Kaiser single employee health insurance when the premium amount changes and/or when the statutorily required PEMHCA contribution changes.

D. Health Insurance Contributions

1. For Plan Years 2021 and 2022:

a. Health Flex Contribution

(1) The City offers employees a Health Flex Contribution to put toward the payment of a City offered health plan. The City shall modify each calendar year the Health Flex Contribution using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time position covered by this MOU) to ensure the City's offered coverage is "affordable." The City contributes the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) as determined by CalPERS in each calendar year. It is understood and agreed that the Health Flex Contribution described in this paragraph shall be equal to or exceed the City's statutorily required minimum PEMHCA contribution.[1]

(2) Employees may not receive all or any portion of the Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Health Flex Contribution.

b. Regular Flex Contribution

(1) The City will provide full-time employees a Regular Flex Contribution equal to the Kaiser Employee Only premium minus the Health Flex Contribution (thus, for 2021, the Regular Flex Contribution will be $672.59/month). Employees may use the Regular Flex Contribution to pay for health

[1] As an example, for 2021, the PEMHCA minimum is approximately $143/month and the Health Flex Contribution is $143/month, which includes the PEMHCA minimum of $143/month.

benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not they enroll in City-offered health benefits and notwithstanding the provisions of Section 5.D.1.d. below.

(2) For employees who enroll in City health and whose benefits exceed the total of the City's Health Flex and Regular Flex Contributions to them, the balance of the health premium shall be paid by a salary deduction from the pay of the individual employee.

c. Cash In Lieu

(1) Employees who choose not to enroll in a City health plan, and meet the requirements set forth below shall receive a Cash in Lieu amount equal to the Kaiser Employee Only premium minus the Regular Flex Contribution (for 2021, the Cash in Lieu amount thus is $143.00/month).

(2) In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

i. Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.

ii. Alternative Required Coverage means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

iii. Opt Out Period means the plan year to which the opt out arrangement applies.

(3) An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash in lieu.

The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

(4) Summary of Contributions to Health Care

Summary of 2021 City Contributions to Health Care				
2021	Health Flex Contribution	Regular Flex Contribution	Cash in Lieu	Total Employer Contributions
Employee enrolls in EE only	$143.00	$672.59	$0.00	$815.59
Employee enrolls in EE+1	$143.00	$372.59	$0.00	$815.59
Employee enrolls in EE+Family	$143.00	$672.59	$0.00	$815.59
Employee Opts Out & Provides Attestation	$0.00	$672.59	$143.00	$815.59
Employee Opts Out & does not Attestation	$0.00	$672.59	$0.00	$672.59

(5) Effective December 31, 2022, this Article 5, Section 5.1,D.1 shall expire and become ineffective.

2. Effective January 1, 2023:

a. Effective January 1, 2023, the City shall make a monthly contribution to the City's flexible benefit plan which, taken together with the mandatory PEMHCA contribution, equals one hundred percent (100%) of the premium for the lowest priced Kaiser (Region 1) plan for unit members enrolled at the employee and employee plus one levels; and ninety percent (90%) of the premium for the lowest priced Kaiser (Region 1) plan for unit members enrolled at the employee plus two or more level. If the employee enrolls in a plan whose premium exceeds the City contribution, the employee shall pay the difference between the total cost of the selected plan and the City's contribution via salary deduction. In no event shall the City's contributions pursuant to the provisions of this Section, and any statutorily required minimum contribution under the PEMHCA as determined by CalPERS in each calendar year, exceed one hundred percent (100%) of the premium cost of the lowest price Kaiser (Region 1) plan at the employee and employee plus one level, or ninety percent (90%) of the premium for the lowest priced Kaiser (Region 1) plan at the employee plus two or more level, in which the employee is enrolled.

There shall be no option to receive all or any portion of the City's contribution as cash or any other taxable benefit.

b. Cash In Lieu

(1) Effective January 1, 2023, a full-time employee hired on or before December 31, 2022, and who chooses not to enroll in a City health plan and meets the requirements set forth below in in this subsection shall receive a Cash in Lieu amount equal to $859.20/month paid out on the first pay period of the month.

(2) A full-time employee hired or rehired on or after January 1, 2023, and who chooses not to enroll in a City health plan and meets the requirements set forth below shall receive a Cash in Lieu amount equal to $250/month paid out on the first pay period of the month.

(3) Requirements: In order to receive Cash in Lieu of health coverage, an employee must sign and submit a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

i. Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.

ii. Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

iii. Opt Out Period means the plan year to which the opt out arrangement applies.

iv. An employee must provide the attestation every plan year and proof of Alternative Required Coverage during open enrollment for each plan year for the employee to be eligible to receive Cash in Lieu.

v. The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such Alternative Required Coverage, or if the conditions in this Section are not otherwise satisfied.

vi. An employee who opts out of City-offered health benefits, and does not provide the attestation and proof of Alternative Required Coverage, will not receive the Cash in Lieu contribution described in this subsection.

(4) For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, the Cash in Lieu amount shall be prorated as described in Section G below.

E. Pursuant to *Flores v. City of San Gabriel*, the City includes medical premium contributions and "cash in lieu" payments as part of the regular rate of pay for calculating FLSA overtime premiums. The City will cease including these amounts as part of the regular rate in the event that it is no longer legally required to do so (e.g., if *Flores* is modified or overruled or if the City's healthcare plan is deemed a qualified plan).

F. The City shall comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA).

Subject to the law and any applicable City policy, an employee may use their accrued time (Vacation, Sick Leave, Personal Leave, Compensatory Time Off) concurrently with leave that qualifies as FMLA/CFRA for a serious health condition of the family member and/or baby bonding.

G. For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, benefits shall be prorated based on the employee's full-time equivalent (FTE) level.

5.2 DENTAL INSURANCE

Effective January 1, 2023, the, City will pay toward the dental insurance premium an amount equal to the lowest cost employee-only premium amount among the dental plans offered by the City. The City will cease to pay any amounts to the Union towards a Union-sponsored dental reimbursement plan.

5.3 LIFE INSURANCE

The City agrees to provide Life Insurance Coverage in the amount of $10,000 for each full-time employee who is eligible for and a subscriber to life insurance benefits in accordance with the City's group life insurance policy.

A. The City further agrees that it will allow eligible active employees to purchase additional Life Insurance Coverage at the rate available to the City.

B. For Basic Life Insurance provided by the City, should the City change Life insurance carriers, all eligible full-time employees on paid status shall be covered by the Basic Life Insurance plan provided by the City

5.4 DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents and domestic partners, subject to the requirements of each benefit provider.

5.5 FLEXIBLE SPENDING ACCOUNTS (IRS SECTION 125 PLAN)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. The City will pay for administrative plan expenses and participating employees will pay the monthly participation cost.

5.6 BENEFITS COMMUNICATIONS NETWORK (BCN) PAYMENTS

The City's contributions to the BCN benefit shall be based on actual rather than budgeted positions. The City shall contribute $3.00 per month per active member.

5.7 CALPERS PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

A. Represented employees shall receive all previously negotiated CalPERS retirement benefits, including the 3% at age 50 benefit formula for "Classic" employees (i.e. employees who are not "new members" as defined under PEPRA). "New Members" as defined by PEPRA and CalPERS shall receive the 2.7% at 57 benefit formula.

B. Classic employees shall continue to pay the employee contribution rate and New Member employees shall pay 50% of the normal cost as required by PEPRA. These contributions will continue to be treated as tax deferred.

C. CalPERS Employer Rate Changes: In prior MOUs, between the pay period that includes July 1 of each payroll year and the last full pay period in December of each payroll year, the City pays the full amount of any CalPERS rate increase or reduces its CalPERS payment by the full amount of any rate reduction which shall govern during the period of this MOU.

D. The CalPERS retirement benefit includes the 4th Level 1959 Survivor Benefit and the Alternate Death Benefit. The cost of the 4th Level 1959 Survivor Benefit shall be paid by the City's public safety employee organizations, with the Union's cost designated as a separate line item in the Union's mandatory allocation CalPERS category on the Total Compensation Array/Salary Adjustment Form. The cost of the Alternate Death Benefit shall be paid by the Union and Unclassified Fire Management which cost shall be designated as a separate line item in the Union's Mandatory Allocation CalPERS category on the Total Compensation Array/Salary Adjustment Form.

E. The parties agree that there shall be no CalPERS retirement benefit enhancements during the term of this MOU except as provided by law.

5.8 VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

A. The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post-retirement medical benefit for employees. Specific information regarding the Plan will be referenced in the Plan Document.

B. A VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for nonmedical purposes.

C. Effective December 21, 2003, the City ceased making contributions to employee VEBA accounts. Employee VEBA accounts remained and will remain open for other potential contributions.

D. Effective December 14, 2008, the City began contributing $50 per month to employees' VEBA trust. This contribution shall not be included on the Total Compensation Array/Salary Adjustment Form or in total compensation for a Santa Clara Firefighter in the survey of comparison agencies.

E. Effective December 17, 2017, for persons employed on or after the date the City Council approves this MOU, the City will contribute an additional $200/month to employees' VEBA trust. This $200/month will be included in the Total Compensation Array / Salary Adjustment Form and in the total compensation for a Santa Clara Firefighter in the survey of comparison agencies. The Total Compensation Array/Salary Adjustment Form is suspended during the term of the MOU.

F. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participants' accounts.

5.9 RETIREE MEDICAL REIMBURSEMENT BENEFIT

A. The Retiree Medical Reimbursement Benefit shall provide each employee, regardless of retirement date, who retires from the City of Santa Clara and CalPERS with at least ten (10) years of regular City service with a reimbursement for single retiree health insurance premium beginning with the second full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting with the month in which the retiree turns age sixty-five (65), the reimbursement will be for Medicare single retiree supplemental health insurance premium or unreimbursed single retiree health insurance premium.

B. For premiums paid in calendar year 2017 that will be reimbursed in 2018, the City will reimburse an amount up to $343 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to $205 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental health insurance premium or unreimbursed single retiree health insurance premium. The amount of the City reimbursement will be adjusted once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

C. Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.

D. Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum payment quarterly. The City's Retiree Medical Benefit shall be the primary plan; the Union's retiree medical plan is secondary.

5.10 UNION RETIREE MEDICAL INSURANCE PROGRAM

The Union may also choose to develop a program out of total compensation to establish a Retired Employee Medical Insurance Program through a deferred compensation program as provided for under Section 401(a)(h) of the Internal Revenue Service Code with individual accounts funded through an established dollar amount allocated from total compensation. If established, this program will apply to active employees only and will not modify the existing medical and dental insurance premium program operated by the Union.

5.11 PSYCHOLOGICAL COUNSELING

A. A represented employee may avail him/herself of a City designated doctor or licensed clinician for stress counseling. Psychological counseling is not intended for the treatment of an occupational related psychological illness and/or occupational injury. The City's designated doctor or licensed clinician will not conduct Workers' Compensations Evaluations.

B. It is understood between the parties that such counseling sessions will be confidential on a patient/doctor or licensed clinician relationship with the following exception: If, in the opinion of the doctor or licensed clinician, the employee being counseled represents a hazard to him/herself in the performance of his/her duties, or to others, such information will be provided to the proper authorities, including but not limited to the Fire Chief or designee on a confidential basis if possible.

C. It is further understood that such information may be the basis for the Fire Chief or designee to alter the assignment of the affected employee or to remove the employee from active duty, either on a temporary or permanent basis. Any removal from active duty will be in compliance with the rights and obligations of the City and the rights of the affected employee. If the authorities are notified, the City reserves the right to inquire into the circumstances of such alteration to or removal from the assignment of the affected employee.

D. The cost of the psychological counseling shall be paid by the City, up to a maximum of twenty-five (25) visits per calendar year:

1. Effective the first full pay period after an agreement on a successor Memorandum of Agreement is ratified by the Union membership and approved by City Council, the City shall pay up to a maximum of $250 per hour of the doctor or licensed clinician's hourly rate, and the employee is responsible for any amount above $250 of the doctor or licensed clinician's hourly rate.

(a) For any employee who has had a first session under this MOU provision with a doctor or licensed clinician with an hourly rate above $250 before the full pay period after an agreement on a successor Memorandum of Agreement is ratified by the Union membership and approved by City Council, the City will pay the full hourly rate of the doctor or licensed clinician beginning the first full pay period after an agreement on a successor Memorandum of Agreement is ratified by the Union membership and approved by City Council through calendar year 2022. Effective January 1, 2023, the City shall pay up to a maximum of $250 per hour of the doctor or licensed clinician's hourly rate, and the employee is responsible for any amount above $250 of the doctor or licensed clinician's hourly rate

E. The amount paid by the employee and any insurance payments will be made directly to the doctor or licensed clinician.

F. It is the intention of the City to contract with doctors or licensed clinicians who have a demonstrated ability to counsel in the area of public safety job stress and who will agree to the terms and conditions set forth in this section of the MOU. It is understood by all parties to this agreement that the City will take all reasonable steps to implement this section but, if the City is unable for monetary, professional, ethical or legal reasons to successfully negotiate (a) contract(s) consistent with all provisions of this section, this section is then null and void.

5.12 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City will continue to provide a confidential Employee Assistance Program (EAP) funded outside of Total Compensation each year.

ARTICLE 6 LEAVES

6.1 VACATION ACCRUAL AND USAGE

A. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

1. 40 HOUR EMPLOYEES

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM ACCRUAL
Start of year 1 through end of year 9	15 days/120 hrs.	400 hours
Start of year 10 through end of year 15	20 days/160 hrs.	400 hours
Start of year 16 through end of year 20	22 days/176 hrs.	400 hours
Start of year 21 and over	24 days/192 hrs.	400 hours

2. 24 HOUR EMPLOYEES

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM ACCRUAL
Start of year 1 through end of year 9	8 shifts/192 hrs.	672 hours
Start of year 10 through end of year 19	10 shifts/240 hrs.	672 hours
Start of year 20 and over	12 shifts/288 hrs.	672 hours

B. Represented employees are entitled to use vacation as it is earned under the following conditions:

1. Vacation may not be taken during the first twelve (12) months of regular employment.

2. Vacation will be earned on a bi-weekly basis (1/26 of the annual accrual) provided that the employee is in a paid status for at least 2/3 of the hours of that pay period.

3. Employee is required to take at least 1/2 of the vacation earned during the previous calendar year in the current calendar year.

4. Upon the completion of the first calendar year of service represented employees are eligible to take the vacation that has been awarded him/her. Following the completion of the first calendar year of employment, represented employees may take all or a part of earned vacation that has been posted to his/her account on a bi-weekly basis, subject to the departmental vacation use policy. Employees may continue to accrue vacation leave in excess of the maximum vacation leave hours permitted in this section; however, any banked vacation hours in excess of the applicable maximum as of the first day of the last full pay period in December in excess of the maximum as of the end of the pay period which includes December 31st each year will be transferred to the Emergency Paid Leave Pool.

5. Vacation may be used in (8) eight hour increments

6. Subject to having a sufficient balance of accrued vacation available, an employee may, on a once per year basis, convert a maximum of 40 hours of accrued vacation (56 hours for 24 hour per day employees) to cash at his/her current hourly rate of pay.

7. In lieu of receiving a vacation leave cash payout at retirement, the Union may vote to roll accrued vacation leave hours into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Union compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

8. The parties agree to each of the following subparagraphs, which provisions shall be incorporated in to the vacation policy.

    a. An employee must maintain on the schedule his/her half allotted vacation usage requirement at all times. If an employee wants to cancel vacation that was selected in the annual selection process, those shifts must be cancelled in full 24 hour increments and, to the extent required to have half of his/her allotted vacation usage requirement on the schedule, replaced with other available vacation slots.

    b. Any vacation cancellation can occur up until 1600 hours on the second shift of the set prior to the affected date. Any vacation submittal can occur up until 1800 hours on the second shift of the set (two consecutive 24-hour shifts) prior to the affected date.

    c. During the annual vacation selection process, in which order of selection is based on seniority, there will be no limitations on the number of paramedics approved for vacation on all five columns.

    d. Effective January 2019, the available columns per shift will be reduced from five to four columns after the annual selection process. All vacation columns that were selected during the annual vacation process will be honored in the fifth column. The fifth column shall be eliminated for all shifts in which it was not selected in the annual vacation selection process. Any column selected in the annual vacation selection shall be eligible to be used through Crewsense if cancelled.

6.2 SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. Sick Leave

1. Employees shall accrue twelve (12) shifts (96 hours for 40 hour per week employees and 288 hours for 56 hour per week employees) per year of regular City employment. Sick leave shall accrue in equal amounts each pay period, provided that the employee is in a regular paid status, excluding hours charged for use of sick leave or personal leave, for at least 36 hours per pay period for 40 hour per week employees or 48 hours per pay period for 56 hour per week employees. Employees shall not accrue sick leave while they are on unpaid status.

2. Use of sick leave will be under the same terms and conditions as are now in place. Vacation and/or CTO may be used to supplement sick leave as available, consistent with City Manager Directive (CMD) #30.

3. In lieu of receiving a Sick Leave cash payout at retirement, the Union may vote to roll accrued Sick Leave hours into the employee's VEBA account, subject to Union compliance with Federal rules associated with employee contributions of Sick Leave to their Voluntary Employee Beneficiary Association (VEBA) accounts. Sick Leave payout at retirement is subject to the provisions and requirements outlined in the Personnel and Salary Resolution.

4. The Union agrees to a reduction in the maximum cash-out of sick leave for future hires but which would only take effect if and when the City reached an agreement (or imposed) the change on all bargaining units and, if there was variation among bargaining units, the sick leave cash-out provision for new hires most beneficial to employees would apply to Local 1171's new hires.

B. Family Sick Leave

Not more than six (6) shifts (48 hours for 40 hour per week employees and 144 hours for 56 hour per week employees) of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care. As an exception to the six shifts/48 hours limit, a member may exceed the six shifts/48 hour family sick leave limit if using sick leave for leave that qualifies as FMLA/CFRA leave for baby bonding and/or the serious health condition of a family member as defined by the FMLA/CFRA.

C. Personal Leave

1. Each calendar year, an employee is entitled to use a maximum of 60 hours (shift personnel) or 32 hours (non-shift personnel) of accrued Sick Leave as Personal Leave, provided that he/she has sufficient sick leave balance available. Minimum Personal Leave usage shall be four (4) hours (which rule shall govern even if the employee signed up for personal leave use prior to Council approval for a date after Council approval).

2. Personal leave is intended to provide the employee with short notice time off with pay to attend to personal business that may arise from time to time during the year. Personal leave may be used to supplement sick leave as required. Personal leave may not be combined with vacation or CTO usage unless the usage is in conjunction with supplementing sick leave or the combined usage is not more than a regular work shift.

3. One additional twelve (12) hour overtime call back per shift in the Fire Protection Division will be granted for Personal Leave. Except for the overtime call back as outlined, Personal Leave use requests will be granted subject to available staffing.

Personal Leave may be granted for the entire shift when requested. Employees working in other divisions are granted Personal Leave based upon that division's ability to allow time off.

4. The employee has an obligation to provide as much notice as possible, preferably one hour prior to the start of the shift, except in emergencies, so as to allow for proper scheduling by the department.

5. An employee must submit or cancel for Personal Leave by 0530 of the first shift of the set affected.

6. Notwithstanding the foregoing provisions, the Department may allow, subject to the needs of the Department at the time of request, for Personal Leave usage as requested by the employee which may not comply with paragraphs 2, 3, or 4.

7. The adoption of this program does not modify the existing ability of the employee to exchange accrued Sick Leave for vacation as provided and defined in the Personnel and Salary Resolution.

6.3 SICK LEAVE ACCRUAL WHILE ON LABOR CODE 4850

Employees who have sufficient time in a paid status, including Section 4850 time, in a pay period that qualifies for accrual of sick leave will be credited for sick leave accrual during that pay period.

6.4 SICK LEAVE CONVERSION (EXTRAORDINARY)

Represented employees may convert sick leave to vacation for use in extraordinary circumstances on a basis of 24 shifts sick leave to 8 shifts vacation for 24 hour employees and 12 shifts of sick leave to 6 shifts vacation for 40 hour employees. Any remaining sick leave to vacation conversion balance which has not been used in conjunction with the extraordinary circumstance when the need for extraordinary vacation has been eliminated will be restored to the sick leave balance on the reverse ratio. Extraordinary vacation conversion is limited to the stated conversion amount during any 12 month period and is subject to the following conditions:

A. The employee must have sufficient sick leave balance available for the requested conversion.

B. Conversion is limited to the need in relation to birth or adoption of a child or to care for a child, parent or spouse with a serious health condition.

C. Use of sick leave converted to vacation is limited to the qualifying event and extraordinary vacation use is approved on the basis of the need defined above.

The conversion program outlined above does not replace the existing sick leave to vacation conversion program described in the Personnel and Salary Resolution.

6.5 40-HOUR TO 56-HOUR SCHEDULE CONVERSION

All applicable leave accruals, including vacation leave, sick leave, and compensatory time off (CTO), will be converted as follows, subject to any maximum accruals:

A. An employee's accruals when moved from a 40-hour schedule to a 56-hour schedule shall be multiplied by 1.4.

B. An employee's accruals when moved from a 56-hour schedule to a 40-hour schedule shall be divided by 1.4.

6.6 BEREAVEMENT LEAVE

A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section 21(A). Employees are eligible to receive up to forty (40) hours (or three (3) shifts for 24-hour employees) of bereavement leave in the event of the death of a parent (including step, adoptive and in-law), child (including step, adoptive and in-law), sibling (including step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (or two (2) shifts for 24-hour employees) of bereavement leave in the event of the death of a grandparent (including step, adoptive and in-law), grandchild (including step, adoptive and in-law), aunt (including step, adoptive and in-law) or uncle (including step, adoptive and in-law); and up to one (1) work day (or one (1) shift for 24-hour employees) of bereavement leave in the event of the death of their own or a step, adoptive, or in-law great-grandparent, great-grandchild, niece, nephew, or first cousin.

B. The bereavement leave benefit is based on each death occurrence and is not charged through the whole compensation model.

C. Up to five (5) work days (or five (5) shifts for 24-hour employees) of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.

D. At the request of the City, the employee will provide verification.

6.7 EMERGENCY PAID LEAVE POOL

A. Administration

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board) consisting of two (2) members of the Firefighters Board and the City Director of Human Resources (or designee). Determination of eligibility to use the Emergency Paid Leave established in this Emergency Paid Leave Pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Firefighters Board of Directors and their determination shall be final.

B. Method of Donation

1. Contribution of vacation or CTO will be computed at the member's base hourly rate of pay (excluding premium or specialty pay).

2. Contribution may be made from earned vacation, CTO or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.

3. In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, bypassing Vacation conversion, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.

4. Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.

5. Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.

6. Employees may contribute earned vacation, CTO, or cash to the Emergency Paid Leave Pools of other City bargaining groups.

C. Use of Pool

1. Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. An employee's initial request to use leave from the Emergency Paid Leave Pool shall be made to the City's Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee's request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board the name of the individual making the request, the date of the request, and whether or not the individual's request qualified as a verified medical emergency need under this section.

   Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency. An employee is only eligible for "non-medical" emergency use of the EPLP once during the course of the employee's career unless approved unanimously by the Board, and at no time shall this exception be allowed more than one time for a maximum of two occurrences.

2. Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation, vacation or CTO) prior to becoming eligible to request leave benefits from the pool.

3. The maximum time available from the pool (subject to the assets of the pool) will be 160 hours (two [2] pay periods) for 40 hour per week employees or 224 hours

(two [2] pay periods) for 24 hour per day employees for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.

4. Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).

5. Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation.

6. Emergency Paid Leave which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits which have accrued to the employee will remain in the employee's account.

7. Emergency Paid Leave hours will not be available for use until the pay period following approval by the Board.

6.8 REDUCED WORK WEEK/REDUCED PAY AND VOLUNTARY TIME OFF (VTO)

A. Employee participation in this plan is contingent upon the City's understanding and agreement that employee participation cannot be interpreted as anything other than a temporary and limited good faith effort being made by the employee to do his/her part to help ease the current budget crisis. This is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

B. Reduced Work Week/Reduced Pay

Employees may request a reduced workweek schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

1. With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.

2. More than a 20% reduction of the work week in a pay period will result in proportionate reduction of accrual of sick leave and vacation.

3. No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.

4. Impact on retirement and other benefits will be determined by the application of actual work hours and rates of pay required under each of those programs.

5. Overtime hours will be paid at the straight time rate for hours worked which are less than the employee's regular daily work schedule or 40 hours per week. Overtime hours worked in excess of the employee's regular daily work schedule or more than 40 hours per week will be at the appropriate overtime rate.

6. Cancellation of the employee's participation in the program will be by mutual agreement of the employee and the Department Head, with the approval of the City Manager.

C. Voluntary Time Off (VTO)

1. Approval of a work schedule that does not adversely impact the operations of the department or other employees in the work unit with the approval of the Department Head and the City Manager.

2. No impact on either sick leave or vacation accrual if sufficient hours are worked in a pay period to entitle the employee to his/her regular accrual rate for either benefit.

3. No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.

4. Voluntary time off may be taken without the employee first using all of his/her accrued Compensatory Time Off (CTO).

5. Employee may cancel his/her participation in the program with a notice time agreed upon at the time of the granting of the request which will be sufficient to allow the department head to accommodate the request.

6. Cancellation of the employee's participation in the program will be at the discretion of the Department Head with the approval of the City Manager.

ARTICLE 7 GRIEVANCES

A. The Union shall have the right to file grievances in its own name on behalf of its members consistent with the process in City Manager Directive No. 47.

B. For purposes of this Article, a grievance is an appeal from an interpretation of existing rules and regulations, provisions of the MOU, and decisions of the employer which may violated the MMBA exclusive of disciplinary actions

C. The procedure for appeals of suspension, demotions and dismissals is set forth in the Civil Service rules and regulations. The procedure for complaints of applicants of employees alleging discrimination is set forth in the City Affirmative Action Plan, a copy of which is on file in the Office of Testing and Classification and that of the City Clerk.

D. STEP 1

Many problems are misunderstandings that can be eliminated by personal review on an informal basis with the immediate supervisor and/or Division Head and/or Department Head, and the employee is to pursue this avenue first. Should this fail to resolve the matter, then the grievance is to be set down in writing on an approved form and directed to the Department Head for formal action. If, however, the issue is the result of a decision or action made by the Department or Division Head of the City, the employee may proceed immediately to the person responsible for the decision or action, be it the Division or Department Head.

E. STEP 2

The Division Head shall investigate the situation and attempt to solve the problem by informal means. Should this fail, then he/she shall make a thorough analysis of the formal grievance and attach this analysis, together with his/her recommendations to the grievance form and forward all material on to the Department Head within five working days from the date the grievance was filed.

F. STEP 3

1. If the problem cannot be resolved informally, then within five working days of receipt of the grievance material the Department Head shall review the entire case in a meeting with the aggrieved employee, and the employee's representative(s), if he/she so elects to appoint same, together with any other personnel who, in his/her opinion, could help to resolve the problem.

2. This meeting between the Department Head and the employee and his/her representative shall take place within five working days of the Division Head's analysis and recommendations.

3. Unless approved by the Department Head, no more than one city employee shall represent the aggrieved employee at the staff level. within five working days of this meeting he/she shall personally present to the employee his/her decision in writing, with an appropriate place where the employee can sign to indicate that the decision either does nor does not resolve his/her grievance. If the grievance is resolved, all material shall be forwarded Records & Benefits for filing. If the grievance is not resolved, then all material shall immediately be forwarded to the Municipal Employee Relations Officer (M.E.R.O.) for review.

G. STEP 4

1. Within five working days of receipt of the grievance material, the M.E.R.O. shall meet with all parties concerned, including the employee's representative(s), if any, to resolve the grievance. A decision shall be reached within five working days of the meeting and presented in writing to the Department Head who, upon receipt, shall personally give it to the aggrieved employee to sign in the appropriate place that the grievance is resolved, or not, with a copy of the signed statement being returned to the M.E.R.O. The resolved grievance shall be directed to Records & Benefits for filing. If not resolved, all material shall be directed to the City Manager for final review.

2. With fifteen working days of receipt of the grievance material, the City Manager shall review the entire matter and, after an investigation which may include a meeting with the parties concerned, submit in writing to the employee, through his/her Department Head, his/her final decision resolving the issue. All grievance material shall then be directed to Records & Benefits for filing.

3. If the City Manager determines the employee's request is well-founded but requires a change in established policies or procedures, he/she will either make the necessary administrative changes/himself/herself, or present the matter to the City Council with his/her recommend changes when general policy is involved.

H. STEP 5

Upon referral by the City Manager or written appeal by the aggrieved employee filed with the Secretary of Civil Service Commission within 7 days of receipt of final decision by the Appointing Authority, the Civil Service Commission, acting as a Board of Review, shall review the grievance in depth and hold a hearing to be scheduled at a convenient time and in coordination with the employee and his/her representative. This hearing shall be a quasi-judicial proceeding wherein both parties hall have the right to present evidence, call witnesses, cross examine witnesses and make arguments wither orally or in writing. Upon conclusion of their investigation, the Board shall present to the City Manager their findings and recommendations, which shall not be binding on the City Manager, with a copy of their Minutes being forwarded to the City Council. Under these circumstances, the Secretary to the Civil Service Commission will insure that the complete file is forwarded to Records & Benefits for filing in the aggrieved employee's personnel folder.

ARTICLE 8 HEALTH AND SAFETY

8.1 PERSONAL SAFETY AND PROTECTIVE EQUIPMENT

A. The City shall provide to any represented employee not already possessing the applicable item(s), one complete set of safety equipment and clothing that meets or exceeds all standards required by law at the time of appointment, consisting of:

1. 2 Turnout Pants/Jackets
2. 1 pair turnout Boots
3. 2 pair Suspenders
4. 1 Helmet
5. 1 Spanner
6. 2 pair Structural gloves
7. 2 Hoods
8. 1 Personal MSA Mask
9. 1 Personal Half Mask Respirator
10. 1 Hose Strap
11. 1 Wildland Helmet
12. 1 paid wildland gloves
13. 1 Nomex Jacket (2 for Wildland Team Members)
14. 3 pair of Nomex BDU pants
15. 1 pair of wildland/confined space/rescue approved boots
16. 1 pair of approved station safety boots
17. 1 Nomex Special Operations Blouse (for applicable employees)

B. These programs shall be administered at the Fire Department level.

C. The City shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus and other protective equipment, such as personal alarm devices, necessary to preserve and protect the safety and health of firefighters.

D. All protective equipment shall meet the standard, whether existing or promulgated during the term of this agreement that provides the highest level of worker protection under all standards required by law.

E. All safety equipment remains the property of the City and shall be required to be returned on demand.

F. Safety equipment will be replaced on an as needed basis due to wear and tear.

8.2 WELLNESS FITNESS INITIATIVE

The Fire Department will develop and implement a Wellness and Fitness Program using as guidelines the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative. The program will evaluate each employee's physical fitness annually. The program to be developed and implemented shall be a mandatory, nonpunitive program for non-prevention personnel.

The program will include, if applicable, elements of medical evaluations, fitness programs, including fitness evaluations, behavioral health, and injury/rehabilitation. The City and the Union recognize that the Fire Department is not required to implement all the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative and shall have discretion in determining what recommendations are applicable.

8.3 LIMITED/ALTERNATIVE DUTY

A. Job Related Illness or Injury

1. Employees who have a job related illness or injury which requires him/her to be off work under Workers' Compensation will be assigned to limited or alternative duty under the following condition:

    a. Supervisors shall be advised of the medical condition of any industrial injury as soon as practical. Upon receipt of a Doctor's report which provides work limitations, the City may identify a regular or modified assignment that the employee has the required experience and training to be eligible for assignment to. Such assignment may be based upon a 40 hour per week or 56 hour per week basis.

2. Employees who have a job related illness or injury which requires him/her to be off work under Workers' Compensation, and who do not qualify for limited or alternative duty will be reassigned to a Monday through Friday work schedule to keep required medical or other workers' compensation commitments

B. Non-Job Related Illness, Injury or Condition

Employees who have a non-job related illness, injury or condition which requires him/her to be off work may request to be assigned to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated unless no appropriate limited or alternative duty assignment is available under the following conditions:

1. Identification by the City of a regular or modified assignment for the employee who has the required experience and training to be eligible for assignment. Such assignment may be based upon a 40 hour per week or 56 hour per week basis.

2. Upon a written release from his/her doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.

3. Employees will be required to account for 40 hours or 56 hours, depending upon the work schedule, through a combination of limited or alternative duty hours and sick leave or other paid leave (vacation or CTO).

C. Under both of these limited or alternative duty assignments employees will be required to work a minimum of forty (40) hours per week, unless such assignment is modified by mutual agreement between the City and the employee. Sick leave, other paid leave, or Workers' Compensation benefits which are used during the scheduled work week will be charged at the appropriate 40 hour or 56 hour work week rate. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to perform the limited or alternative duty and the department's ability to continue the employee in the assignment.

8.4 UNQUALIFIED DUTY – RESOLUTION OF DISAGREEMENT

In the event a represented employee is held unqualified for duty after a City required baseline medical examination, the employee shall be entitled to have a second opinion by his/her personal physician. In the event there is disagreement between the employee's physician and the City's physician as to the ability of the employee to perform his/her duties, both evaluations will be submitted to a mutually agreed upon Independent Medical Examiner (IME) who has a medical specialty in the area of the identified medical problem who shall also examine the employee. The IME shall then make the determination as to the employee's fitness for duty. The cost of examination by the IME shall be shared equally by the employee and the City. If the employee had been disqualified for a nonindustrial injury or illness and is determined to be fit for duty (or determined to be previously fit for duty), all sick leave time (or other paid leave time used in lieu of sick leave) which has been used by the employee as a result of the forced time off duty shall be reinstated to the employee, credited from the date which the IME has determined as the date which the employee was eligible to return to his/her regular duty.

ARTICLE 9 MISCELLANEOUS

9.1 "48/96" WORK SCHEDULE

Employees in classifications represented by the Union and assigned to a 56-hour work schedule (or 24-hour shift schedule) shall continue to work a "48/96" work schedule, which is defined as two (2) consecutive, uninterrupted, 24- hour shifts followed by four (4) consecutive 24-hour days off.

9.2 WORK SCHEDULE – FIRE PREVENTION

Employees in the Deputy Fire Marshal classification assigned to the Fire Prevention Division shall continue to have the option of a five (5) day, forty (40) hour workweek or a nine (9) hour day, eighty (80) hour biweekly work schedule.

The Deputy Fire Marshal who is assigned as the Investigation Duty Deputy shall be required to be on call on a pager during normal time off over the assignment period.

9.3 OPERATIONAL PROJECT TEAMS WITHIN THE FIRE DEPARTMENT

Assignment to and involvement within Fire Department Project Teams, as formed and updated from year to year, shall be recognized. Additionally, all represented employees assigned to attend such project team meetings shall be entitled to compensation for their "off duty" attendance in pay or Compensatory Time Off (CTO) at the established rate.

9.4 PERSONNEL ASSISTING WITH CITY TESTING

Personnel approved to assist in the City's testing process shall be entitled to compensation for their "off duty" hours worked in such testing to pay or Compensatory Time Off (CTO) at the established rate.

9.5 PROMOTIONAL TESTING

To the extent practical, testing for promotional examinations within the Fire Department will be scheduled to take place on the employee's unpaid time off. Testing which cannot be scheduled to occur on the employee's time off will be scheduled in such a way as to minimize the impact on the Fire Department staffing requirements. Employees who take a promotional exam during a regular scheduled shift may do so on paid City time and shall not be required to use paid leave. An employee who will be taking a promotional exam during a regular scheduled shift shall provide his/her Battalion Chief with sufficient notice so that the Battalion Chief can make arrangements to relieve the employee sixty (60) minutes prior to the scheduled examination.

FOR CITY OF SANTA CLARA

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Former Treasurer, IAFF Local 1171

APPROVED: _____
Jovan D. Grogan, City Manager

APPROVED BY THE CITY COUNCIL ON: July 12, 2022

ATTEST: _____
City Clerk