

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF BENICIA
AND
BENICIA FIREFIGHTERS ASSOCIATION (BFA)

September 1, 2019

TO

June 30, 2021

TABLE OF CONTENTS

SECTION 1. PREAMBLE..... 5

SECTION 2. RECOGNITION..... 5

SECTION 3. NON-DISCRIMINATION..... 5

SECTION 4. EMPLOYEE RIGHTS..... 5

SECTION 5. ASSOCIATION BUSINESS..... 6

SECTION 6. OVERTIME WORK/COMP/RECALL/SAFETY COMMITTEE..... 7

 6.1 Overtime Work

 6.2 Compensation for Overtime Work

 6.3 Compensatory Time

 6.4 Recall

 6.5 Safety Committee

SECTION 7. AGENCY SHOP..... 8

 7.1 Agency Shop

 7.2 Implementation

 7.3 Payroll Deduction

 7.4 Hold Harmless

 7.5 Election

 7.6 Waiver of Election for Newly-Represented Employees and
 New Representation Units

SECTION 8. NO STRIKE..... 9

SECTION 9. MANAGEMENT RIGHTS..... 9

SECTION 10. SENIORITY..... 10

SECTION 11. VACATION LEAVE..... 10

 11.1 Shifts Off per Year

 11.2 Vacation Accrual Limit

 11.3 Vacation Conversion Procedure

 11.4 Scheduling Leaves

 11.5 Minimum Vacation Leave

 11.6 Earning Vacation Leave

 11.7 Sick Leave During Vacation Leave

SECTION 12. LEAVE OF ABSENCE..... 12

 12.1 Definition

 12.2 Procedure

 12.3 Unauthorized Leave of Absence

 12.4 Jury Leave

 12.5 Bereavement Leave

12.6	Military Leave	
12.7	Maternity Leave	
SECTION 13.	SICK LEAVE.....	15
13.1	Eligibility and Accrual	
13.2	Usage of Sick Leave	
	13.2.1 Permissible Usage of Sick Leave	
	13.2.2 Non-permissible Usage of Sick Leave	
13.3	Accumulation	
13.4	Notification	
13.5	Sick Leave Bank	
13.6	Return to Employment Following Sick Leave	
13.7	Temporary Light Duty	
SECTION 14.	HOLIDAYS.....	17
14.1	Authorized Holidays	
14.2	Work Performed on Holidays	
14.3	Holiday Closure – sunsets 6/30/16	
SECTION 15.	SALARY ADMINISTRATION.....	18
15.1	Salaries	
15.2	Surveys	
15.3	Classification Study	
15.4	Paramedic/Firefighter	
15.5	Salaries - New Employees	
15.6	Anniversary Date	
15.7	Advancement Within Salary Range	
15.8	Salary after Promotion or Demotion	
15.9	Salary after Transfer	
15.10	Out of Class Pay	
15.11	Hazmat	
15.12	Pay Period	
15.13	Separation from Employment Final Pay	
SECTION 16.	PARAMEDIC/FIREFIGHTER VOLUNTARY DEMOTION.....	22
SECTION 17.	DEFERRED COMPENSATION.....	23
SECTION 18.	UNIFORM ALLOWANCE.....	23
SECTION 19.	EDUCATIONAL INCENTIVE.....	23
SECTION 20.	ADDITIONAL DUTY PAY.....	24
SECTION 21.	HOURS OF WORK.....	25
21.1	Application	
21.2	Shift Schedule	
21.3	Work Schedule	
21.4	Shift Trades	
21.5	Staffing	
21.6	48/96 Work Schedule	

SECTION 22. PROMOTIONS.....	28
SECTION 23. INSURANCE.....	28
23.1 Health and Welfare	
23.2 Life Insurance	
23.3 IRS 125 Plan	
SECTION 24. RETIREMENT.....	29
SECTION 25. GRIEVANCES.....	30
SECTION 26. PHYSICAL FITNESS PROGRAM.....	26
SECTION 27. SEPARABILITY.....	33
SECTION 28. TERM OF AGREEMENT.....	33
ADDENDUM	
HAZARDOUS MATERIALS RESPONSE TEAM.....	34
ATTACHMENT A: TEMPORARY LIGHT DUTY	36
Objective	
Purpose	
Scope	
1. Non-Industrial Injury or Illness	
2. Industrial Injury or Illness	
Procedure	
Compensation	
ATTACHMENT B: SALARY SCHEDULE	39
ATTACHMENT C: PERS Cost Share	40

SECTION 1. PREAMBLE

This Agreement is entered into by the City of Benicia, hereinafter referred to as the "City," and the Benicia Firefighters Association, hereinafter referred to as the "Association" or "BFA," for the purpose of promoting harmonious relations between the City and the Firefighters, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic, complete and full agreement between the parties concerning salaries and all other conditions of employment, and preclude any further negotiations during its term unless otherwise specifically stated herein.

SECTION 2. RECOGNITION

2.1 The BFA is hereby recognized by the City as the bargaining agent for the Firefighters of the City, and for employees properly included in the said bargaining unit, under the conditions of the State law, and City ordinances providing for collective bargaining for Firefighter employees.

2.2 Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that each agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

SECTION 3. NON-DISCRIMINATION

3.1 The City will not discriminate against any employee because of race, skin color, creed, sex, age (over 40), national origin, religion, ancestry, veterans status, physical or mental disability, medical condition, genetic information, marital status, sexual orientation, gender, gender identity, or gender expression, political affiliation, or any other categories recognized by state, federal or local law; nor shall the City discriminate against any employee covered by this Memorandum of Understanding because of membership or non-membership in the BFA, or authorized activity, as required in this Memorandum of Understanding, in behalf of the members of the BFA.

3.2 The BFA shall not discriminate against any employee assigned to the Benicia Firefighters representation unit because of membership or non-membership in the BFA or because of race, creed, skin color, national origin, sex, age (over 40), religion, ancestry, veterans status, physical or mental disability, medical condition, genetic information, marital status, sexual orientation, gender, gender identity, or gender expression, political affiliation, or any other categories recognized by state, federal or local law.

SECTION 4. EMPLOYEE RIGHTS

4.1 Employees shall have the right to fair and equal treatment in all aspects of employment conditions.

4.2 Neither management nor its representatives shall exercise their rights and authority in relationship to conditions of employment in a capricious, arbitrary, or unreasonable manner.

4.3 Employees shall not have any formal punitive personnel action taken which will result in any loss of pay or benefits, unless the employee is notified in writing as to the reason or reasons thereof and is given reasonable opportunity to respond.

4.4 Upon implementation of the City's new payroll system, all paychecks shall be directly deposited to the employee's designated bank. Employees may request that his/her salary shall not be directly deposited in the bank.

4.5 All investigations, disciplinary actions and administrative appeals shall comply with the provisions of the Firefighter Procedural Bill of Rights Act (Government Code Section 3250, et seq) limited to only those classifications in this bargaining unit that FOBOR applies to.

SECTION 5. ASSOCIATION BUSINESS

5.1 The City agrees to provide space on bulletin boards to the BFA for the announcement of meetings, election of officers of the BFA and any other material related to the BFA business. Furthermore, the BFA shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. Subject to the City's Policies including the limitations in this section, the BFA may utilize City telephones, U.S. Mail, the City's Interdepartmental mail system and/or City's electronic mail system to communicate with local association representatives and members in their workplaces, provided this use does not generate a cost to the City.

5.2 No BFA member or representative shall solicit members, engage in organizational work, or participate in other BFA activities during working hours on the City's premises except as provided for in the processing of grievances, or during periods of negotiations to update the membership on the progress of said negotiations.

5.3 BFA members or representatives may be permitted to use suitable facilities on the City's premises to conduct BFA business during non-work hours upon obtaining permission from the City's Personnel Officer or his/her designee. Any additional costs involved in such use must be paid for by the BFA.

5.4 BFA representatives shall be permitted to investigate and discuss grievances during working hours on the City's premises if notification is given to the Personnel Officer or his/her designated representative. If the BFA representative is an employee of the City, he/she shall request from his/her immediate supervisor, reasonable time off from his/her regular duties to process such grievances. The City will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

5.5 The City shall recognize one (1) employee and one (1) alternate designated by BFA on each shift to act as the delegate and representative of the BFA.

On an annual basis the BFA shall provide the Fire Chief with a list, in writing, of the names of

the designated stewards and alternates on each shift, and of any change in same. The City shall not be required to recognize any steward or alternate whose name is not on the list.

Stewards shall conduct their activities at such times and in such manner as not to impede Fire Department operations pursuant to Section 5.2 of this Memorandum of Understanding.

5.6 A. Officers, stewards and other members of the BFA, as designated by the Association President, shall be granted leave from duty with regular straight time pay for Association business such as attending training session, conferences, etc. of benefit to the bargaining unit, provided that the total leave provided by the City for such purpose shall not exceed 240 hours in any fiscal year. At least two (2), but preferably five (5) days notice to the Fire Chief is required, unless waived by the Fire Chief.

B. On July 1, of each year, the City shall deduct up to six (6) hours from the vacation and/or compensatory time leave accruals for each bargaining unit member to create the bank of hours to be used pursuant to paragraph (A) above. The BFA shall notify the City by May 1 of each year as to the amount of leave to be deducted from the coming fiscal year. In the event no notification is given, the amount of the deduction shall remain the same as the previous year. Any portion of the bank unused in any fiscal year shall be carried over to the following year and the bank accumulation shall be unlimited.

C. One (1) hour will be deducted from the leave bank for each hour an employee is excused for Union leave. If an overtime assignment is necessary to accommodate the leave request, one and one-half (1 ½) hours will be deducted from the leave bank for each hour the employee is excused for Union leave.

D. There shall be no cost to the City for hours used in accordance with this section.

5.7 New Employee Orientation

New to the bargaining unit employee orientation is defined as the onboarding process, whether in person, online or through other means, which the City provides information regarding employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

The City shall provide written notification to the Association's designee, by email not less than ten (10) calendar days in advance of all new to the City's employee orientations except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

The Association shall be provided not less than thirty (30) minutes (with more time if operations permit) to meet with the new to the City's employee during the new employee orientation, who are present without the City. The purposes of the meeting is for the Association to discuss the roles and activities of the exclusive representative related to terms and conditions of employment. If the Association is unable to have a representative present during the new employee orientation, a BFA representative shall have not less than thirty (30) minutes of

scheduled time with any new hire during that employee's initial month of employment. This time shall be scheduled between the hours of 0800 and 1600 in coordination with the Fire Chief or Fire Chief's designee.

Within 30 days of hire or by the first pay period of the month following the hire of the new employee, the City shall provide the Association designated representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer and home addresses. The City shall provide the Association this information for the bargaining group at least every 120 days, except as specified in AB119.

SECTION 6. OVERTIME WORK/COMP/RECALL/SAFETY COMMITTEE

6.1 Overtime Work: All work performed in excess of an employee's normal workday or in excess of an employee's normal workweek shall be considered overtime work.

The parties agree that assignments of overtime work shall rest solely with the department head or the designated representative. The parties agree that the assignment of overtime work is on an involuntary basis and any employee refusing assignment of such work is subject to disciplinary action deemed appropriate by the department head.

6.2 Compensation for Overtime Work: Employees performing compensable overtime work shall be paid time and one-half at their straight-time hourly rate of pay. This overtime rate shall be all inclusive and no additional compensation shall be paid.

6.3 Compensatory Time: Employees may, at the election of the employee, be compensated for overtime work with compensatory time off in lieu of overtime pay. Compensatory time shall accrue at the overtime rate subject to the limitations of the Fair Labor Standards Act and implementing regulations thereto. Use of Compensatory Time-Off shall be pursuant to the provisions of Leave Usage under section 11.4 of this Memorandum of Understanding. The City and BFA agree that this procedure meets FLSA requirements.

6.4 Recall: If an employee is recalled to work at a time other than his/her scheduled work shift, he/she shall be credited with a minimum of two (2) hours at one and one-half (1-1/2) times his/her straight-time hourly rate of pay.

6.5 Safety Committee: The City agrees that at least one (1) member of the BFA representation unit shall serve on the Safety Committee. The BFA member of the Safety Committee may attend all meetings of the Safety Committee which are held while he/she is in an on-duty status. The BFA agrees that no overtime or additional compensation will be authorized for the Safety Committee member.

6.6 Training: All requests for training submitted by an employee are conditional and subject to being withdrawn, by the employee, if the request is in anyway altered by management personnel subsequent to submission.

6.7 In the event that employees have their regular hours (24-hour shift) modified to 8 hour days, during a period of out of area training; overtime will be provided each day where the training, travel and meal periods exceed 8 hours.

6.8 Employees assigned to Strike Teams shall work their regular hours (24-hour shift).

SECTION 7. AGENCY SHOP

7.1 A member of this unit may, at any time execute a payroll deduction authorization form or forms ("Deduction Authorization Form") as furnished by the Association.

7.2 The Association will be the custodian of records for such Deduction Authorization Form 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 Association 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.

7.3 The City shall begin deductions in the amount prescribed by the Association in the first full payroll period after receipt of written Certification from the Association. The employer shall transmit such payments to the Association no later than thirty (30) days after the deduction from the member's earnings occurs.

7.4 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 Association and shall rely on information provided by the Association 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 Association.

7.5 Other Payroll Deductions: The City shall deduct Union dues or service fees and premiums for approved insurance programs from the employee's pay in conformity with State and City regulations. The City shall promptly pay over to the designated payee all sums so deducted.

7.6 Hold Harmless: The Union shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 8. NO STRIKE

The BFA agrees that participation in a strike, shall subject employees to disciplinary action, up to and including discharge. The BFA, its representatives, or members shall not engage or cause, instigate, encourage, sanction, or condone a strike of any kind. No employee shall refuse to cross any picket line in the conduct of official City business nor shall the BFA, its representatives, or members, discriminate in any way toward anyone who refuses to participate in a strike.

"Strike" means the concerted failure to perform or report to duty, for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges, or obligations of employment.

SECTION 9. MANAGEMENT RIGHTS

The employee organization BFA, agrees that the City retains all its remaining rights and authority under law and expressly and exclusively retains its management rights not affected by this agreement which include, but are not limited to: The exclusive right to determine the mission of its constituent departments, commissions, boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons; maintain the efficiency of government operations; determine the methods, means and numbers and kinds of 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 operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law; establish 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. Nothing in this section is meant to be a waiver of protection provided by the Meyers-Milias-Brown Act (MMBA).

SECTION 10. SENIORITY

10.1 The Fire Department shall establish and maintain two (2) seniority lists, one by total service in the department and one by time in each classification held by the employee. They shall be brought up to date on July 1 of each year and immediately posted in both Fire Stations. A copy of the same shall be provided to the BFA. Any objections to the seniority lists, as posted shall be reported to the Fire Chief in written form within ten (10) working days or it shall stand approved.

10.2 Department Seniority shall be followed in the selection of vacations.

10.3 Seniority in each classification shall include all service in a classification since date of original regular appointment in said classification under the City's classified Civil Service System, without break in City service, regardless of a temporary filling of another classification. If there is a tie in seniority in rank then the individual's score on the eligible list will be used to break the tie.

10.4 Seniority in rank will be considered in all transfers and in the filling of all vacancies until such vacancies are filled by promotion or by limited appointment. Where all else is equal, seniority in rank will be used in breaking a tie.

SECTION 11. VACATION LEAVE AND MOU LEAVE

11.1 Except for those employees who are discharged, dismissed following an absence without leave, or otherwise terminated for cause, the City shall grant vacations to its employees. Employees covered by this Agreement shall be entitled to accumulate vacation time in accordance with the following schedule:

<u>Years of Service</u>	<u>Shifts Off Per Year</u>
Less than 4 years	7
Beginning 4th year	10
Beginning 7th year	11
Beginning 11th year	12
Beginning 14th year	13

Employees assigned to a forty (40) hour workweek shall accrue vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Shifts</u>	<u>Vacation Days</u>
Less than 4 years	7	15.0
Beginning 4th year	10	21.4
Beginning 7th year	11	23.6
Beginning 11th year	12	25.7
Beginning 14th year	13	27.9

11.2 The vacation accrual limit will equal double the shifts allowed per year. The accrual limit will be imposed on December 31st of each year.

11.3 Vacation Conversion Procedure: Employees who may be reassigned from a fifty-six (56) hour workweek to a forty (40) hour workweek, or vice versa, for more than 30 day periods, shall have their accrued vacation time converted on the following basis:

11.3.1 To determine equivalent vacation hours for new fifty-six (56) hour per week, employees multiply their forty (40) hours per week vacation hours times a conversion factor of 1.4.

11.3.2 To determine equivalent vacation hours for new forty (40) hour per week employees, multiply their fifty-six (56) hour per week vacation hours times a conversion factor of .7143.

11.4 Scheduling Leaves:

Leaves will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirements that the orderly performance and continuity of municipal services be maintained, it may be necessary to limit the number or prohibit any employees from taking leaves during a particular period or at the same time. Such request, however, shall not arbitrarily be denied. In terms of scheduling leaves and resolving any conflicts which may arise, the following procedure will be used:

11.4.1 Requests for leave which are submitted during the month of December immediately preceding the calendar year will be processed giving preference to the employee's time in service, with those employees having the most time in service receiving the highest preference. Leaves scheduled pursuant to this paragraph are normally irrevocable once approved by the Department.

Approval will be granted for up to two (2) firefighters per shift per prescheduled date. Sick leave and/or Section 4850 time or outside training shall not reduce the shifts available when selections are being made in the month of December. The parties understand that unusual circumstances such as major incidents may require an exception to this understanding and may require cancellation of all prescheduled leaves.

11.4.2 Requests for leave which are submitted during the actual calendar year will be processed giving preference to the order in which the leave requests are received, with those received first having first priority. In the event requests are received at the same time for the same leave period, then time-in-service will be the determining factor. When selections are made at times other than the month of December, the maximum number of firefighters that may be off per shift remains at two (2). However, if at the same time the request for leave is made, the department is aware that a firefighter will be off for sick leave prior to receipt of the leave request, said person or persons shall be counted towards the maximum of two (2) firefighters off on leave when the request for leave is considered. Union Leave, 4850 time, and scheduled training time shall not count against the two (2) per shift limitation.

The parties further understand and agree that upon a citywide emergency as declared by the City Manager and approved by the City Council limitation may be placed on post December leave selection.

11.4.3 A minimum of one (1) Paramedic Firefighter will be on duty at any given time at

each station.

11.4.4 For the purposes of this section, “leave” includes vacation, administrative leave and CTO.

11.5 Minimum Vacation Leave: The minimum annual leave will be two (2) shifts, following a four day period.

The remainder of accumulated leave may be taken when the request for leave is submitted forty-eight (48) hours in advance, upon approval of the Fire Chief. The Fire Chief may at his/her sole discretion may waive the forty-eight (48) hour advance notice under this section.

11.6 Earning Vacation Leave: Full vacation leave as set forth in Section 11.1 shall be earned by:

11.6.1 An employee on sick leave with pay.

11.6.2 An employee on paid leave of absence, due to a disability arising from an on-the-job accident while working for the City.

11.6.3 An employee on jury leave.

Vacation leave as set forth in Section 11.1 shall not be earned by:

11.6.4 An employee on an unpaid leave of absence.

11.6.5 An employee on leave of absence and such leave of absence is covered by the City's private disability insurance plan.

11.7 Sick Leave During Vacation Leave:

An employee may change vacation leave to sick leave upon submission of a doctor's certificate that the employee is ill and unable to work.

11.8 MOU Leave FY 2019/2020 and 2020/2021

11.8.1 Accrual of MOU Leave for FY 2019-20 and FY 2020-21

Effective the first pay period following Council approval of this agreement, employees will accrue the value of 4.67 hours of “MOU leave” per month for fiscal year 2019-20, up to a maximum of 56 hours in FY2019-20 and 28 hours of “MOU leave” for fiscal year 2020-21. This accrual shall cease effective June 30, 2021. The MOU leave will be credited to an employee leave bank in a lump sum each fiscal year. Employees hired during the fiscal year will receive a prorated allotment.

11.8.2 Use of MOU Leave

Use of MOU Leave will be subject to the same restrictions as vacation leave (e.g., pre-approval by supervisor).

11.8.3 Payout of MOU Leave

If any employee has not used his or her MOU leave by November 20 of the fiscal year in which it has been accrued, any remaining balance will be paid out at the employee's regular rate of pay in the November paycheck. MOU leave is not carried forward into the next fiscal year.

11.8.4 Sunset

MOU leave sunsets after the term of this contract.

SECTION 12. LEAVE OF ABSENCE

12.1 Definition

A leave of absence is a privilege which may be granted to an employee wishing to leave the City service without pay and in good standing for a limited period of time.

12.2 Procedure

12.2.1 A request for a leave of absence without pay must be made to the department head in writing by the employee stating the dates of leave of absence requested and the reason for the request.

12.2.2 A department head may grant an employee a leave of absence without pay for not more than six (6) twenty-four (24) hour shifts when it is in the best interest of the City. The City Manager must approve a leave of absence without pay exceeding six (6) twenty-four (24) hour shifts.

12.2.3 An employee shall be entitled to payment for any earned vacation and accumulated overtime at the beginning of an approved leave of absence.

12.3 Unauthorized Leave of Absence

The failure of an employee to return to duty upon the termination of an authorized leave of absence is an unauthorized leave of absence.

An unauthorized leave of absence is grounds for disciplinary action, including dismissal, unless upon the employee's return, the employee furnishes reasons satisfactory to the department head and the City Manager for not having obtained an authorized leave of absence. The unauthorized leave of absence shall be treated as time not worked. The City shall deduct from the employee's pay, an amount equal to time absent from City service.

12.4 Jury Leave

When an employee is summoned for jury duty, the employee shall be granted a leave of absence for jury duty, upon presentation of the summons to the employee's department head.

An employee shall receive full pay while on leave for jury duty; provided, however, the employee must remit compensation received for jury duty, except compensation for mileage. An employee who elects to retain compensation received for jury duty shall not receive salary while on jury duty.

In the event an employee represented by the BFA is selected to serve as a juror, that employee shall not be expected to report for duty on days they are required to be in attendance at court. Upon dismissal from further jury obligation by the trial judge, the employee shall report for duty as scheduled.

12.5 Bereavement Leave

Any employee shall attempt to notify the Fire Chief in advance of an absence due to a death in the employee's family. If the Fire Chief is not readily available, such notification may be given to the Duty Chief Officer. Failure to provide such notification shall result in ineligibility for benefits under this section.

12.5.1 The Fire Chief shall allow an employee a leave of absence up to two (2) consecutive shifts to attend the funeral of a member of the employee's immediate family.

Additional time off related to the death of a member of the employee's immediate family may be granted and charged to compensatory time or vacation leave.

12.5.2 The Fire Chief may allow an employee leave of absence up to one (1) shift to attend the funeral of a person other than a member of the employee's immediate family, chargeable to sick leave, compensatory time, or vacation leave. Additional time may be charged to compensatory time or vacation leave.

12.5.3 For the purposes of this section immediate family shall be defined as follows: Spouse, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren and member of the employee's household.

12.6 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. An employee taking military leave shall give the employee's department head a copy of the employee's orders to report to military duty.

12.7 Maternity Leave

Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy.

SECTION 13. SICK LEAVE

13.1 Eligibility and Accrual: BFA employees shall accrue sick leave beginning the first day of the month following the employee's completion of one month of service; an employee earns leave with pay at the rate of twenty-four (24) hours for each calendar month of service for employees assigned to a 56-hour workweek. Full sick leave is earned by each full-time employee on paid leave of absence, including sick leave and jury leave. It is not earned by an employee on unpaid leave of absence. Conversion from 56 hour workweeks to 40 hour workweeks shall be as set forth in Section 11.3.

13.2 Usage of Sick Leave

13.2.1 Permissible Usage of Sick Leave: Sick leave is provided to continue the salary of an eligible employee who is absent from work because of an illness.

With the prior approval of an employee's Department Head, an employee may use accumulated sick leave for medical or dental appointments. With prior approval of the employee's Department Head, an employee may use accumulated sick leave for the purpose(s) and duration specified in City policies interpreting applicable federal and/or State laws (i.e. Family Medical Leave Act [FMLA]) and California Family Rights Act [CFRA]).

13.2.2 Non-permissible Usage of Sick Leave: No employee shall be entitled to use sick leave with pay while absent from duty under any of the following conditions:

13.2.2.1 Disability arising from sickness or injury sustained while on unpaid leave of absence;

13.2.2.2 Disability arising from sickness or injury related to compensated employment other than with the City;

13.2.2.3 Disability arising from sickness or injury while receiving compensation from the City for an industrial accident pursuant to Section 13;

13.2.2.4 For absence caused by intoxication or abuse of substances, including, but not limited to, drugs and alcohol.

13.3 Accumulation

Accumulation of sick leave by all employees shall be unlimited.

13.4 Notification

To receive sick leave, an employee must notify the employee's supervisor, the on-duty supervisor or other appropriate personnel, before the employee is scheduled to begin the employee's daily duties the night before the shift begins but no less than one (1) hour before the start of the employee's shift each shift employee is sick.

13.5 Sick Leave Bank

Employees in this bargaining unit shall be eligible for benefits of the Sick Leave Bank as outlined in City Policy and Procedure #5. The BFA will be consulted regarding any substantive changes to this existing policy.

13.6 Return to Employment Following Sick Leave

When an employee returns to duty following an absence of three (3) consecutive shifts or longer, the department head or personnel officer may require a signed statement from a doctor or dentist that the employee was incapacitated and unable to perform the employee's duties throughout the entire period of sick leave.

The failure of the employee to file the statement from the doctor or dentist if requested shall result in the employee's ineligibility for sick leave benefits, unless a waiver is granted by the City Manager.

In the case of frequent use of sick leave, the employee's department head or the personnel officer may request that the employee file a doctor's statement for each such illness regardless of duration. An employee may be required to take an examination by a doctor mutually agreed to by the City and the employee. If requested by the City, the employee shall authorize consultation with the employee's doctor concerning the illness.

On the basis of such medical advice, the City Manager shall determine whether an employee is incapacitated for the duties of the employee's position and may take action the City Manager considers appropriate.

13.7 Temporary Light Duty

Attachment "A" to this MOU provides the City's Light Duty Policy.

SECTION 14. HOLIDAYS

14.1 Authorized Holidays

The City observes the following days as legal holidays:

Christmas Day, New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Easter Sunday, Memorial Day, Independence Day, Labor Day,

Columbus Day, Veteran's Day, Thanksgiving Day, and the Friday following Thanksgiving Day. For the purpose of this section, the holiday shall be the actual day of the holiday (e.g. December 25th for Christmas).

14.2 Work Performed on Holidays

14.2.1 The City and the BFA agree that public safety employees are scheduled to work on the aforementioned holidays as a matter of health and safety of the community. Prior to September of 2011, the City paid sworn employees represented by the BFA a Holiday in lieu payment, and in 2011 negotiated discontinuing holiday in lieu.

Effective the first full pay period in July 2017, 0.5% of base salary wages shall be paid towards holiday pay.

Effective the first full pay period in July 2018, an additional 0.75% of base salary wages shall be paid for a total of 1.25% towards holiday pay.

Holiday payments will be made on December 15th for the months of July – December, and June 15th for the months of January – June.

14.2.2 The Fire Captain/Administrative will observe the twelve (12) paid holidays listed in Section 13.1. For time worked on a holiday the Fire Captain/Administrative will be paid at the rate of one-and-one-half (1 1/2) times the regular rate of pay.

14.2.3 Unless otherwise directed by the Fire Chief based upon the essential operational needs to the department, a modified work schedule consisting of routine equipment and station maintenance, apparatus and equipment readiness, public education and/or customer service programs/issues, and emergency work will be in effect on designated holidays.

14.3 Holiday Closure – Sunsets December 31, 2016

The City agrees to December holiday leave for 2016, equivalent to four (4) eight-hour days. There will be no City Manager days conferred during this time. This Holiday Closure leave will be non-precedent setting, with the purpose of recognizing the cooperation of BFA in negotiating a three-year agreement by September 2016. For 56 hour employees, the Holiday Time Off will be converted pursuant to Section 11.3.1. The parties agree that the use of this holiday leave leads to an increase in overtime cost and that any Holiday Leave not used prior to November 21, 2016 will be cashed out on December 15, 2016 to ensure that additional overtime costs are minimize as a result of this holiday leave. Such holiday leave cash out shall not be persable.

SECTION 15. SALARY ADMINISTRATION

15.1 Salaries

Effective September 1, 2019, a three and one half percent (3.5%) increase to all salary ranges in this unit.

Effective July 1, 2020, a three and one half percent (3.5%) increase to all salary ranges in this unit.

15.2 Surveys

It is the intent of the City to remain competitive in the labor market and provide equitable salaries for its employees.

A. Since July 1, 2005 the following agencies shall be used for the purposes of salary surveys:

City of Davis, City of Dixon, City of Fairfield, City of Folsom, City of El Cerrito, City of Napa, City of Pinole, City of Richmond, City of Vacaville, City of Vallejo and Contra Costa Fire District.

B. The following components will be surveyed to determine the mean average of total compensation:

Base Salary, Education Incentive at the Bachelor's Degree rate, Holiday pay, Uniform allowance, EMT pay, PERS Retirement, and combined Insurance Costs (i.e. Medical, Dental, Vision, Life).

15.3 Classification Study

A compaction study was conducted and the parties met and conferred on the results. The parties reached an agreement and effective January 1, 2018, the salary range for the position of Firefighter Engineer was increased by 2.5%. Effective July 1, 2018, the salary range for the position of Firefighter Engineer was increased by an additional 2.5%. The salary for Fire Captain was also be adjusted to maintain the 10% differential pursuant to Section 15.2.4 of the MOU.

15.3.1 The salary for Administrative Fire Captain shall be set at an amount equal to (0.821%) above that of Fire Captain.

(Note: the Fire Admin Captain differential is based on the annualized value of holiday pay for shift captains)

15.3.2 The salary for Paramedic Firefighter shall be set at an amount equal to ten percent (10%) above that of Firefighter.

15.3.3 The salary for Fire Engineer shall be set at an amount equal to five percent (5%) above that of Firefighter Paramedic.

15.3.4 The salary for Fire Captain shall be set at an amount equal to ten percent (10%) above that of Fire Engineer.

15.4 Paramedic/Firefighter

The City pays tuition costs plus overtime pay for class time spent when in an off-duty status for continuing education and related re-certification requirements for each employee in the Paramedic series (including current incumbents identified in Section 15.3) in order to maintain the minimum requirements as set forth by the County of Solano and/or the State of California for Paramedic certification and re-certification. Continuing education must be preauthorized by the Fire Chief or his designated representative in order for the employee to be entitled to the payments provided herein.

15.4.1 The City pays tuition and re-certification costs for those employees wishing to maintain their Paramedic Certification, but who do not meet the requirements of Section 15.4 (i.e. employees in classifications other than Firefighter Paramedic). With the exception of occasional Paramedic training conducted by the Department on duty, all training will be on the employee's own time in an off duty status.

The employees utilizing this Section will assist the Department when called upon to perform Paramedic duties without additional compensation. As a pilot program to be implemented during the term of this contract, any Firefighter Engineer or Fire Captain who maintains their Paramedic Certification will receive an incentive pay equal to 5% of their base salary for any shift during which they are designated as the medic on-duty. Within sixty (60) days from City Council's adoption of this agreement, the parties will meet and confer over implementation of this program. This incentive pay will sunset as of June 30, 2021.

15.5 Salaries - New Employees

A new employee shall be appointed to the first step of the salary range to which the employee is assigned, provided, however, that a new employee may be appointed at a salary in excess of the first step when it is difficult for the City to locate qualified personnel, or when the education and previous training or experience of a new employee is substantially superior to the minimum qualifications for the classification, or (in exceptional cases) at the discretion of the City Manager.

15.6 Anniversary Date

The employee's anniversary date is the first day of the pay period if employment occurs during the first fifteen (15) days of the period; otherwise, the anniversary date is the first day of the next pay period.

The anniversary date of an employee on leave without pay shall be extended by the period of the leave.

15.7 Advancement Within Salary Range

Advancement within the salary range for a classification shall not be automatic. All increases shall be based on merit as established by a record of the employee's performance and shall require the written recommendation of the Department Head and approval by the City Manager. An employee who does not receive an in-grade salary advancement shall be notified in writing by the employee's department head as to the reason for denial.

The City Manager may adjust the salary rate of an employee to any step in the employee's existing salary range to correct gross inequities in salary or to reward outstanding achievement and performance.

15.8 Salary after Promotion or Demotion

When an employee is promoted, the employee's compensation shall be set at Step A or one step higher than the employee's current salary whichever is higher, provided, however, the employee's salary shall increase by at least 5%. The employee's new anniversary date shall be the date of the promotion.

Following the successful completion of a formal examination process, should a Paramedic Firefighter elect to accept the position of Firefighter Engineer, the employee's compensation shall be set at the step in the Firefighter Engineer salary range which is closest to their current salary step.

When an employee is demoted to a class with a lower maximum salary, the employee shall be assigned to the applicable salary step in the new class, provided, however, that there shall be at least a 5% decrease in salary assuming that the employee's service has been continuous in the new class. The employee shall retain the employee's previous anniversary date.

15.9 Salary after Transfer

When an employee is transferred from one position to another position in the same class or to another class with the same pay range, the employee shall retain the same step and the same anniversary date.

15.10 Out of Class Pay

15.10.1 After meeting department standards for acting out of class for a position, the employee shall be compensated for all time worked in that capacity by 5% additional pay at his/her regular straight-time rate of pay for regular time duty, and at time and one-half for overtime duty. Standards for acting assignments shall be as outlined in the Fire Department's Standard Operating Procedures (SOP) Manual in the SOP titled Acting Chief Officer Assignment Requirements for Driving & Operating Engines (#518.00 dated 10/99) and Administrative Procedures Acting Captain Assignment (#308.00 dated 2/94). Changes to the SOP's which fall within the scope of representation will be subject to the

meet and confer process.

All acting assignments shall be offered on the basis of qualifications for such assignment according to the judgment of the department head or the department head's authorized representative and shall be consistent with Personnel Rules.

15.10.2 Interim Captain: Assignment to the position of Interim Captain is determined by the fact that the Captain will be off (due to injury/illness/extended leave of absence, etc.) for nine (9) consecutive shifts or more or if the amount of time the Captain is to be off is unknown, upon completion of nine (9) shifts or more performing a Captain's duties.

Employees in the Interim Captain assignment, perform the essential job duties of the Captain including, but not limited to, supervising personnel, writing performance evaluations, directing fire suppression and controls operations, supervising and personally participating in rescue and Basic Life Support operations and taking charge of a fire station; supervising and participating in the maintenance of quarters and equipment during an assigned shift.

Employees assigned as Interim Captain shall receive a minimum of 7% additional pay and be assigned to a step in the salary range for Fire Captain which is closest to, but not less than the 7%, for the duration of said assignment. The temporary salary increase will be retroactive to the first shift of the assignment.

The City will maintain in effect a captain's eligible list. All Interim assignments shall be made from those employees on the affected shift whose names appear on the eligible list for the Fire Captain classification.

In the event there is no employee on the affected shift whose name appears on the eligible list, the assignment will be made from those employees who are also on the eligible list but working other shifts. In the event there is no eligible list, the assignment will be made from those employees on the shift who meet the minimum qualifications for the Fire Captain classification followed by those who also meet the minimum qualifications but are working other shifts.

15.11 Haz Mat Pay

15.11.1 The City intends to continue participation in the development, training, and staffing of the Solano County Hazardous Materials Response Team. The City intends to maintain and support three (3) Team members at all times.

15.11.2 Hazardous Materials Response Team member participation is considered 'voluntary'. No employee shall be required to participate on the Team, or participate in Hazardous Materials 'Technician' or 'Specialist' training. All hours worked will be compensated in accordance with applicable Memorandum of Understanding sections.

- 15.11.3 The following factors shall be used by the City to determine current and future appointments of Team members and/or Alternates: (1) Ideally, one (1) Team Member per shift, but not required, (2) Past job performance, (3) Expressed interest in training, (4) Recommendation of company officer, (5) Positive attitude, (6) Prior Hazardous Materials experience, (7) Seniority will be used as a factor when all other factors are equal. Employee rank (firefighter, firefighter/paramedic, engineer, captain) shall not be used as criteria for selection. No Team or Alternate applicant shall be evaluated with respect to his/her residential location to the City of Benicia. Applicants for Team or Alternate positions shall receive, from the Fire Chief or his/her designee, written notification of appointment to either position within 30 days of completing an interview. Additionally, a written explanation to applicants who are not appointed as Team members or Alternates will be sent to each applicant that outlines areas of improvement that would increase the employee's chances of future appointment. There will be no retaliation against a Team Member or Alternate who resigns from the Program.
- 15.11.4 The City authorizes training of employees to the minimum qualifications to be a Team Member and will support any necessary training for approved Benicia Fire Department Team Members to maintain this level of certification. Training support of Alternate Members will be limited to minimum requirements to maintain Hazardous Materials Team Certification but will not include the on going drills. Team Alternates shall be utilized first to fill Team positions that become vacant.
- 15.11.5 The City will announce future Team or Alternate vacancies to all Benicia Fire Department personnel covered under the current Memorandum of Understanding 30 days prior to appointing new Team Members or Alternates. The City agrees to announce vacancies, appoint candidates, and provide Hazardous Materials Team training to qualified employees when vacancies on the Team occur, and Alternates are exhausted. It is understood that the City is not obligated to maintain an 'Alternates List' beyond the scope of the Team's initial training.
- 15.11.6 The City will pay any and all costs associated with the Team Members' initial and on-going training, and utilization by the Team during call back. Hazardous Materials Response Team Members, upon initial completion of Hazardous Materials training and upon the date the Solano County Hazardous Materials Team becomes functional (i.e. able and available to respond to incidents), shall receive 5% additional compensation on base pay. This rate shall be paid each pay period irrespective of whether or not there was an actual Hazardous Materials call back. The Team Members will also serve as Hazardous Materials Coordinators for the Department, as assigned, to provide extra hazardous materials related services such as hazardous materials training (limited to their own scope of training), equipment/supplies evaluation and recommendation, Hazardous Materials incident assistance, response planning and procedures development, etc.

15.11.7 The City maintains the right to terminate or change the scope of its participation in the Solano County Hazardous Materials Response Team at any time. In the event termination occurs, the 5% compensation for Team Members will end upon 30 days notice by the City.

15.12 Pay Period

The payday for each employee shall be the last day of the month or as authorized by the City Council. The City's Finance Department shall provide each employee with a copy of the employee's time sheet together with the employee's paycheck each payday.

15.13 Separation from Employment Final Pay

An employee who separates from employment with the City is entitled to pay for:

15.13.1 That portion of the final pay period from the first day of the final pay period to the effective date of separation. The day of separation is either the working day specified for the separation or the last day of the pay period if no date is specified;

15.13.2 Accrued vacation actually earned but not taken, subject to the provisions on leave of absence;

15.13.3 Accrued overtime;

In the case of an employee's death, the City shall pay the employee's beneficiary the sums set forth in items 1 through 3 above provided, however, that the employee must have designated a beneficiary on a form specified by the City Manager. If the form specified by the City Manager has not been completed and returned to the finance director, terminal pay shall be paid to the estate of the employee.

Terminal pay shall be paid to an employee only upon submission by the employee of all city-owned property in the employee's possession, including but not limited to, keys, badges and credit cards.

SECTION 16. PARAMEDIC/FIREFIGHTER VOLUNTARY DEMOTION

In the event an employee classified as a Paramedic/Firefighter wishes to relinquish his paramedic designation and voluntarily demote to the classification of Firefighter he/she shall be permitted at the discretion of the Fire Chief to do so subject to the following terms and conditions:

16.1 There must be a vacant position in the rank of Firefighter available for him/her to fill.

16.2 A qualified paramedic is available to fill the vacancy created by the demotion.

For purposes of promotion all time served in the rank of Paramedic/Firefighter shall be

considered the same as time spent in the rank of Firefighter.

SECTION 17. DEFERRED COMPENSATION

The City agrees that employees represented by the BFA may participate in the City's deferred compensation plan.

SECTION 18. UNIFORM ALLOWANCE

18.1 The City pays uniform allowance \$75.00 per month (effective 10/1/16).

18.2 All sworn personnel are required to maintain at least one (1) suitable Class A Uniform to be worn when the employee is officially representing the City as directed by the Fire Chief. Bargaining unit members will be responsible for their own linen.

The City agrees to repair or replace uniforms damaged in the line of duty. The Fire Chief or designated representative shall make the determination.

18.3 The City pays up to a maximum of \$75 towards replacement of broken watches damaged while on duty.

18.4 The City will provides employees with the option to wear rubber or leather turnout boots, which shall be provided by the City.

18.5 The City provides employees the option to wear station boots provided by the City or an alternate boot approved by the City, matching the standards of City issued boots. Employees opting to wear alternate station boots shall be reimbursed for the purchase of the alternate boots up to the cost of City provided station boots.

SECTION 19. EDUCATIONAL INCENTIVE

19.1 Employees who were employed by the City on June 30, 1989 shall continue to receive educational incentive pay in accordance with the provisions of Section 19.1 of the 1987-1989 Benicia Firefighters' Association Memorandum of Understanding. The City agrees to pay employees represented by the BFA, two and one-half percent (2-1/2%) over their base salary for completion of thirty (30) units of approved college/university courses from an accredited college/university, and seven and one-half percent (7-1/2%) over their base salary for attainment of approved Associates or Bachelors Degree.

Employees who are hired by the City on or after July 1, 1989 shall be compensated in accordance with the following formula:

19.1.1 Completion of thirty (30) units of approved courses from an accredited college/university: \$70.00 per month.

19.1.2 Attainment of an approved Associates or Bachelors Degree from an accredited

college/university: \$210.00 per month.

19.1.3 Effective July 1, 2006 attainment of an approved Associates Degree from an accredited college/university: \$210.00. Attainment of an approved Bachelor's Degree from an accredited college/university: \$280.00 per month.

It is understood that an approved major shall be designated by the Fire Chief and City Manager and shall include Fire Science, Public Administration, Business Administration or other such job related course of study.

Employees who obtain an Associates or Bachelors degree may not receive the official documentation for several months. Therefore, employees who complete a degree shall notify the Personnel Department in writing within ten (10) working days of their completion of the required courses. When the official documentation is provided, the employee shall be compensated from the original date of completion.

19.2 In July 1, 2006 the three percent (3%) separate pay for holding the required current and valid Emergency Medical Technician 1-A Certificate was added to base salary. The City reimburses each such employee for certification fees, if any, which may be required once each two (2) years.

All employees are required to obtain and to maintain a currently effective EMT 1-A Certificate as a condition of continued employment. In the event an employee fails the EMT 1-A re-certification examination, the employee shall be offered the opportunity to retake the examination at the first available opportunity before any action is taken by the City to terminate the employee's employment. An employee will be afforded only one (1) opportunity to retake the re-certification examination.

19.3 Paramedic employees who volunteer to do so may be utilized to conduct in-house EMT 1-A training for employees. Paramedic personnel providing such training shall be properly credentialed and/or certified instructors. The City reserves the right to approve the training program developed by Paramedic instructors for this purpose. The program and instructors shall be approved by the County of Solano and/or the State of California.

SECTION 20. ADDITIONAL DUTY PAY

20.1 Fire Captain Classification: In July 1, 1995 the base salary of Fire Captain was increased by \$75.00 as compensation for performing a major program assignment. Major program assignments include but are not limited to the following: Volunteer Administrator, Training Officer, Hazardous Material Coordinator, Vehicle Maintenance Officer, Equipment and Safety Gear Officer, and Communications Officer. Each major program assignment will be outlined in the Standard Operating Procedures (SOP) Manual. Said increase is reflected in the salary ranges listed in Attachment B.

20.2 Fire Captain/Administration Classification: The full time regular classification of

Administrative Captain shall be responsible for coordination of Emergency Medical Services, disaster preparedness, and perform other duties as assigned. The Administrative Captain shall be assigned to a forty (40) hour workweek. Salary for the Administrative Captain shall be as provided under Section 15.1 of this agreement. Vacation accrual rates, holidays, and Out of Class Pay shall be pursuant to those outlined in a side-letter dated July 1, 1991 for Fire Prevention Specialist. Employees holding the permanent rank of Fire Captain shall not be automatically transferred into the Administrative Fire Captain position, should it become vacant.

20.3 Preceptor Pay: Personnel in the Paramedic Firefighter classification who are properly certified and assigned to act as preceptors for new personnel shall receive a 5% differential in compensation during the time that are acting in that capacity.

SECTION 21. HOURS OF WORK

21.1 Application

This section is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the City from restructuring the normal workday or workweek for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions.

21.2 Shift Schedule

Suppression Personnel: All employees shall be scheduled to work on a regular shift, and each shift shall have a regular starting and quitting time.

Employees whose workday extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered as working on the calendar day on which they started the work.

The workweek is established under the FLSA 7(k) work period, and shall consist of fifty-six (56) hours when averaged over a twenty-four (24) day period on a schedule commonly known as a 48/96 plan. Each twenty-four (24) hour workday shall be considered as one (1) tour of duty.

The twenty-four (24) hour workday shall be interrupted by two (2) uninterrupted one (1) hour meal periods provided an emergency situation doesn't exist which would automatically preclude either or both.

The normal workday for full-time employees covered in this agreement shall be as follows:

24 HOUR WORK SCHEDULE

0800-1700 May include, but is not limited to:

Vehicle checkouts	Hydrant Maintenance
Company inspections	Special projects
Physical training (90 minutes*)	One (1) hour lunch period
Required training and/or Captains drills	Incident response
Station cleaning (may be designated on a single day)+	Special meetings
Public Education	Special training
Pre-Fire Planning	Station Maintenance

1700-0700 ***Stand-by time**
0700-0800 **Arise, clean-up station**

* Scheduled night training shall be limited to two (2) times per month per shift as scheduled by the department.

*The 90 minute workout shall routinely be scheduled between the hours of 3:30 pm to 5:00 pm unless otherwise approved by the Fire Chief or Fire Chief's designee.

+Excludes cleaning of administrative front office, administrative break room, downstairs training room and downstairs hallway bathrooms at Station 11.

All Other Personnel:

Employees not assigned to suppression may be scheduled to work a forty (40) hour week. Employees working a forty (40) hour week schedule may submit a written request to the department head to work a 9/80 or a 4/10 work schedule. The department head may grant or deny the request based upon the existing needs of the department.

21.3 Work Schedule

Work schedules showing the shifts, workdays, and hours to which employees are assigned shall be posted on all department bulletin boards at all times. Should it be necessary, in the interest of efficient operations, to establish daily or weekly work schedules departing from the normal workday or the normal workweek, the City shall give notice of such change to the BFA as far in advance as is possible and reasonably practical. Work schedules shall not be unjustifiably changed.

21.4 Shift Trades

There will be no limit on shift trades, which are hereby defined as trades of twenty-four (24) hours or less and which are used for the purpose of attending educational instruction courses or for responding to unanticipated events requiring the employee's personal attention. It is understood that all shift trades will be approved by the Chief or his designee by no later than the start of the shift in question. Additional advanced notice of the trade is not required. A shift trade may be approved after the start of the shift provided approval is received by the on call chief officer prior to the start of the trade.

All Shift Trades shall be repaid by the employees involved within nine (9) months of the date of the shift trade. If a shift trade is not repaid within the nine (9) month time period, the Fire Chief shall have the right to schedule the employees in order to have the shift trade repaid. The Association shall be responsible for maintaining records of shift trades and providing the Fire Chief with a biannual report on the status of shift trades.

If the individual employees involved in a shift trade are not of the same rank, the trade shall be permitted as long as the individuals are qualified to perform the duties involved in the requested trade or others on shift are available and are qualified such that minimum staffing requirements for the shift can be maintained. Inter-classification trades shall not result in any additional cost to the City. By accepting an inter-classification trade, trade participants waive any right they might otherwise have to out of class compensation for work performed on the traded shift.

21.5 Staffing

The City and BFA share the same concerns regarding the safety of firefighters which are related to the number of firefighters on duty at a given time. The parties are in agreement that at least three (3) firefighters should be on duty on each engine and/or truck company and that at least two (2) firefighters should be on duty on the rescue vehicle. The City shall make every effort to assure that this staffing level is attained, however, the parties recognize that exigent circumstances, may, from time to time, preclude the City from attaining this objective.

21.6 48/96 Work Schedule

21.6.1 In July 1, 2006, the City transitioned to a 48/96 work schedule for suppression employees. Under this schedule, employees who, by nature of the work, are required to work twenty-four (24) hour shifts, shall be required to work a schedule, on average, of not more than fifty-six (56) hours per workweek. This schedule shall consist of forty eight (48) hours on and ninety-six (96) hours off (XX OOOO XX OOOO XX OOOO).

21.6.2 The maximum number of consecutive hours worked shall not exceed 96 except in case of emergency.

SECTION 22. PROMOTIONS

When there are two or more qualified applicants for promotion available within the Benicia Fire Department, the City will schedule a closed promotional examination. Qualified employees who do not actually apply for the promotional opportunity shall not be considered for purposes of determining whether there are two or more qualified applicants under this section.

If, however, there is an insufficient number of eligible and/or qualified applicants available, the City may schedule an open promotional examination.

SECTION 23. INSURANCE

23.1 Health and Welfare

The City shall continue to offer hospital-medical, dental and vision plans as those plans are currently structured or as the plans may be amended from time to time by the plan providers. The City may substitute plans currently offered with plans of substantially similar benefits..

Effective July 1, 2018 through the end of the term of the 2019-2021 contract, the City's medical contribution towards medical premiums for the term of the contract shall be a maximum up to the following monthly contributions for any plan:

Employee:	\$ 722.00/month
Employee plus One:	\$1,494.00/month
Employee plus Family:	\$2,030.00/month

The City's maximum contribution for employees who have qualifying dual coverage shall be a maximum of \$682.00.

If during the term of this contract a court of competent jurisdictions issues a final decision that is not appealable determining that any medical benefits in lieu contribution is not subject to FLSA , the parties agree to meet and confer over a medical in lieu contribution.

23.2 Life Insurance

The City shall pay the entire cost of providing each insurable regular, full-time employee with \$30,000 group term life insurance with said policy to include accidental death and dismemberment coverage.

23.3 IRS 125 Plan

The City has an IRS 125 Plan that is available to City Employees. The City agrees to maintain the IRS 125 Plan during the term of the contract in accordance with IRS regulations and as long as the IRS allows for such plan.

SECTION 24. RETIREMENT

24.1 Employees in this unit hired on or before May 31, 2011

- a. 3% at 50 CalPERS Pension Formula. The City amended its contract with the Public Employees' Retirement System (PERS) to include the retirement benefit option of 3% @ 50 in accordance with Government Code § 21362.3 for employees hired on or after November 18, 2000 and on or before May 31, 2011.
- b. Effective January 1, 1986 the City's contract with the Public Employees' Retirement System (PERS) was amended to provide for credit for unused sick leave, as provided for in Government Code Section 20965.

- c. The City implemented the Fourth Tier of the 59 Survivor Benefit with CalPERS.

d. Payment of Employees' PERS Contributions

Effective July 1, 1996, the City converted the employer-paid employee 9% P.E.R.S. contribution to salary and employees in the bargaining unit began paying their own P.E.R.S. contribution.

Additionally, the City implemented Internal Revenue Code Section 414 (h) (2) which allows all employees in the bargaining unit to defer paying taxes on their contribution to P.E.R.S. (9%) until retirement or receipt of a lump sum payment (refund).

24.2 Employees in this unit hired on or after June 1, 2011 and on or before December 31, 2012.

- a. **3% at 55 CalPERS Pension Formula.** The City has amended its contract with Public Employees Retirement System (PERS) to implement a second tier retirement benefit option of 3% at 55 and average three year compensation formula in accordance with Government Code Section 21362.3 for new hires hired on or after June 30, 2011.
- b. **Employee Share:** The employees in the second tier shall pay the entire employee share (9%) of retirement cost.

24.3 Employees in this unit hired on or after January 1, 2013

- a. **2.7% at 57 CalPERS Pension Formula.** Employees hired on or after January 1, 2013, who have no classic member reciprocity as defined by CalPERS shall be subject to the AB 340 pension formula of 2.7% @ 57.
- b. These employees shall pay 50% of the normal cost rate for the 2.7% @ 57 formula as determined by CalPERS.

24.4 Additional Employee Pickup of Employers Share of Retirement

Effective October 1, 2011, bargaining unit employees began contributing an additional 4% of pensionable compensation towards the employer's share of retirement via a post-tax payroll contribution. Effective January 1, 2013, this contribution will increase to 5.41%. The City and the BFA agreed to a contract amendment with CalPERS allowing the 5.41% to be pre-tax. Pursuant to letter of understanding as referenced in Tentative Agreement dated 9/22/14, the 5.41% will reduce to 1.394% effective November 18, 2020.

24.5 CalPERS Reportability

The parties acknowledge that CalPERS is the only entity by statute that determines the PERSability of any and all pay, incentives, or allowances.

24.6 VantageCare RHA Program

During the term of this contract, in lieu of increasing the City's contribution towards employee healthcare premiums, the City will fund retiree health accounts (RHA) through VantageCare as set forth below:

24.6.1 As soon as administratively possible, the City will implement an RHA program through VantageCare for BFA members.

24.6.2 Effective March 2020, the City will deposit \$500 per employee into their RHA accounts.

24.6.3 Effective March 2021, and each March thereafter, the City will contribute an additional \$1,000 to each employee's RHA account.

SECTION 25. GRIEVANCES

25.1 A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding or disciplinary actions.

25.2 Grievances shall be processed in the following manner:

For the purposes of this Section, the term "working days" shall mean those days the City is normally open for business.

25.2.1 The grievance shall be presented in writing either by the employee or by an authorized Association representative to the designated supervisor of the employee within ten (10) working days of the occurrence of the event giving rise to the grievance or within ten (10) working days of the day on which the employee had reason to be aware of the occurrence of the event. However, only in cases where extenuating circumstances exist or for extended leave by the Grievant shall grievances be presented or accepted more than one-hundred eighty (180) calendar days past the occurrence of the event. Grievances which are not presented within these time limits shall be deemed waived and abandoned.

25.2.2 The designated supervisor shall have ten (10) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Association representative within ten (10) working days to the Fire Chief or to

such representative as he/she may designate.

25.2.3 The Fire Chief or a designated representative shall have ten (10) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Association representative to the City Manager or to such representative as he/she may designate within ten (10) days.

25.2.4 If the parties are unable, within ten (10) working days, to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Association; and two (2) representatives of the City, no more than one (1) of who shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of a least three (3) members of the Board.

25.2.5 If an Adjustment Board is unable to arrive at a majority decision, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation including preparation and post hearing briefs, if any.

25.2.6 Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto.

25.3 No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Subsection 25.1.

25.4 Proposals to add to or change this Memorandum of Understanding or written agreement or agenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

25.5 No grievance involving disciplinary action taken against an employee will be entertained unless it is filed in writing with the City Manager within ten (10) working days of the time at which the affected employee was notified of such action.

25.6 All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

25.7 The provisions of this Section shall not abridge any rights to which an employee may be entitled under the Civil Service Rules and Regulations.

25.7.1 All grievances of employees in the Firefighter Representation Unit represented by the Association shall be processed under this Section. If the Civil Service Rules and Regulations require that a differing option be available to the employee, no action under paragraph 25.2.4 or 25.2.5 above shall be taken unless it is determined that the employee is not availing himself or herself of such option.

25.7.2 No action under paragraph 25.2.4 or 25.2.5 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If the aggrieved employee desires the assistance of a steward as provided in steps 1, 2, 3, or 4 of the grievance procedure, the City shall afford said steward reasonable time off during work hours without loss of compensation or other benefits to investigate and take up said grievance. The grievant and/or the area steward shall obtain the specific approval of the Fire Chief or, in the latter's absence, another authorized Fire Department management official before leaving their duties or work situation or assignment for the purpose of investigating and/or processing a grievance.

SECTION 26. PHYSICAL FITNESS PROGRAM

In order to further the City's effort to improve and maintain employees' health and safety when performing the many physically demanding essential duties required of a Firefighter, the City and the Benicia Firefighters' Association agree to the following:

26.1 The Benicia Firefighters' Association agrees to continue the existing mandatory physical fitness program which affords represented members time on duty for the purpose of maintaining and increasing each individual's level of fitness.

26.2 The Benicia Firefighters' Association agrees that the City may continue the existing annual testing of individual fitness.

SECTION 27. SEPARABILITY

If any section of this agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections of this

agreement shall remain in full force and effect for the duration of this agreement. In the event of invalidation of any section, the City and the BFA agree to meet within thirty (30) days for the purpose of renegotiating said section.

SECTION 28. TERM OF AGREEMENT

28.1 The effective date of this agreement shall be upon adoption of the successor agreement by the City Council on its regular agenda and the agreement shall remain in effect until June 30, 2021.

28.2 This agreement shall remain in force after its expiration where negotiations between the City and the BFA have not resulted in a new agreement, until such time as a new agreement is reached by both parties.

28.3 Any benefits in this agreement pertaining to work hours, shifts, or personnel assignments, may be suspended temporarily by the City where a declared emergency exists as defined by the Civil Disaster Emergencies Plan. The City shall have sole power to determine the existence of an emergency and whether benefits will be suspended.

28.4 This Memorandum of Understanding shall be submitted to the City Council for adoption.

SECTION 29. LABOR MANAGEMENT COMMITTEE

The City and BFA have a shared interest in maintaining regular communication, dealing with each other directly, and working together to resolve Departmental issues before those issues escalate. Both the City and BFA recognize a shared commitment to continually work on the issues of trust, respect, and credibility in the “Process” and recognize that these values will foster trust, respect, and credibility among the “participants” individually.

In support of these interests and commitments, representatives from Department management and BFA shall meet regularly to discuss issues of mutual concern within the Department. The parties will endeavor to meet monthly but recognize that scheduling constraints require flexibility in scheduling such meetings.

Dated: TA signed September 4, 2019; MOU signed on dates below

**BENICIA FIREFIGHTER'S
ASSOCIATION**

CITY OF BENICIA

Carl Littorno, BFA President

Lorie Tinfow, City Manager

Jeff Toynbee, BFA Vice-President

Alan Shear, Assistant City Manager

Kim Imboden, HR Manager

**Ken Martin
Mastagni Holstedt**

**Burke Dunphy
Sloan Sakai Yeung & Wong**

APPROVED AS TO FORM BY

**City Attorney: _____
Ben Stock, Burke Williams Sorensen**

TEMPORARY LIGHT DUTY

I. OBJECTIVE

The Light Duty Program is designed to restore to productive status as soon as possible, employees who are recovering from an injury or illness until such time as possible they can resume the full work requirements of their position.

II. PURPOSE

To provide, where appropriate, for the return to work as soon as possible of both industrially and non-industrially injured and/or ill employees.

To provide a safe and cost effective system of utilizing personnel resources.

To limit and control the nature of duties assigned to personnel with known physical limitations so that productive assignments can be performed by the employee without fear of aggravating the disability.

To maintain an orderly procedure for monitoring employees on light duty assignments. Employees entitlement or denial to benefits under this program shall be in compliance with California Workers' Compensation Law where applicable.

III. SCOPE

1. Non-Industrial Injury or Illness

An employee on non-industrial sick leave will not be required by the City to return to work in a light duty capacity prior to his being released by his/her physician for the performance of duties. However, the City will entertain requests from employees suffering from non-industrial related injuries or illnesses who have been off work for at least ten (10) shifts, to return to light duty in the event that they wish to avoid exhausting all of their sick leave or in those cases where all remaining sick leave has been used. The Fire Chief may waive the requirement of a ten (10) shift waiting period when warranted in his discretion. In any case, the employee must provide a written Doctor's release authorizing light duty work.

Employees that have received medical clearance to return to work on "light/modified duty" may take up to seven calendar days from the date they are cleared to return to work to make arrangements to return to work provided those days are taken as vacation or comp time and unpaid if no vacation or comp time leave balances exists.

2. Industrial Injury or Illness

An employee disabled as the result of an industrial injury or illness may be required by the City as a condition of continued employment to return to work in a light duty status if his/her physician releases the employee for the performance of light duty work. Such employees released for light duty work shall provide the Personnel Officer with a written light duty release from the doctor promptly upon receiving same. Such light duty assignment shall continue until the physician releases the employee for full duty.

The City reserves the right to exercise its prerogative to protect itself against excessive future liability and insurance risk, and the employee against further aggravation and/or injury. Therefore, light duty assignments will be evaluated and assigned on a case-by-case basis.

IV. PROCEDURE

1. Upon receiving notice of the release of a temporarily disabled employee for light duty work, a determination will be made by the Personnel Officer on the appropriateness of assigning light duty to the injured employee. Such determination shall take into account the opinion and recommendation of the disabled employees treating physician or health care provider. The employee must provide the physician's (or other health care providers) medical release form specifying all work limitations.

2. If the above determination results in a finding that the employee is able to return to a light duty assignment, the Personnel Officer will consult in advance with the Department Head about the availability of a light duty assignment for the employee.

3. If it is determined that the employee can be temporarily assigned to light duty (within the division of original assignment), the employee will be returned to light duty work.

4. Particular duty assignments will be based on the department needs and priorities, individual capabilities, physical limitations and estimated duration of illness/injury.

5. Work requirements, including the number of hours worked and/or shifts and classifications, may be varied to meet the objectives of this program; provided, however, that such schedules shall not exceed the standard straight-time hourly work week.

6. If no light duty work is available within the limitations set by the physician, the employee will remain on a "no work" status and continue to receive those benefits for which they are eligible.

Light duty assignments may continue until such time as the disabled employee is given a full and complete medical release to resume normal work activities.

Employees that have received medical clearance to return to work on "light/modified duty" may take up to seven calendar days from the date they are cleared to return to work to make arrangements to return to work provided those days are taken as vacation or comp time and unpaid if no vacation or comp time leave balances exists.

V. COMPENSATION

When performing light duty work assignments in accordance with this section, employee shall receive their normal salary and benefits for their regular classification of employment.

Employees assigned to light duty work assignments shall not be required to perform the duties of a higher paid classification.

At such time as an industrially injured employee is assigned to light duty pursuant to the provisions of this policy, the employee will no longer be entitled to Section 4850, temporary disability benefits.

ATTACHMENT B

Effective 7/1/2018 (prior MOU)

	A	B	C	D	E
Firefighter	\$6,411.24	\$6,731.80	\$7,068.39	\$7,421.81	\$7,792.90
Paramedic/Firefighter	\$7,053.41	\$7,406.08	\$7,776.38	\$8,165.20	\$8,573.46
Firefighter/Engineer	\$7,410.48	\$7,781.00	\$8,170.05	\$8,578.55	\$9,007.48
Fire Captain	\$8,151.62	\$8,559.21	\$8,987.17	\$9,436.52	\$9,908.35

Effective 9/1/2019 (3.5% COLA)

	A	B	C	D	E
Firefighter	\$6,635.63	\$6,967.41	\$7,315.78	\$7,681.57	\$8,065.65
Paramedic/Firefighter	\$7,300.28	\$7,665.29	\$8,048.55	\$8,450.98	\$8,873.53
Firefighter/Engineer	\$7,669.84	\$8,053.33	\$8,456.00	\$8,878.80	\$9,322.74
Fire Captain	\$8,436.93	\$8,858.78	\$9,301.72	\$9,766.80	\$10,255.14

Effective 7/1/2020 (3.5% COLA)

	A	B	C	D	E
Firefighter	\$6,867.88	\$7,211.27	\$7,571.84	\$7,950.43	\$8,347.95
Paramedic/Firefighter	\$7,555.79	\$7,933.57	\$8,330.25	\$8,746.77	\$9,184.10
Firefighter/Engineer	\$7,938.29	\$8,335.20	\$8,751.96	\$9,189.56	\$9,649.04
Fire Captain	\$8,732.22	\$9,168.83	\$9,627.28	\$10,108.64	\$10,614.07

Paramedic/Firefighter set at 10% above Firefighter
 Firefighter/Engineer set at 5% above Paramedic/Firefighter
 Fire Captain set at 10% above Firefighter Engineer

ATTACHMENT C – Status Quo

June 12, 2015

Ken Akins
University Research Associates

Todd Matthews
BFA President

RE: PERS Cost Share of Employer Rate for BFA

During negotiations in fall of 2014 for the successor MOU between the City of Benicia and Benicia Firefighters' Association (BFA), subsequently approved for the period of July 1, 2014 – June 30, 2016, the parties discussed the employee's cost sharing of the employer rate of CalPERS. The following language, as it appears in the tentative agreement dated 9/22/14 and approved by the City and BFA, and subsequently approved by Council on October 7, 2014, serves to document the understanding of the parties.

In 2012, the City and the Benicia Firefighters Association (BFA) negotiated a cost sharing agreement whereby bargaining unit members would pay a portion of the City contribution towards CalPERS retirement benefits (Employee-paid City contribution). At that time, the BFA understood that, pursuant to the enclosed letter from CalPERS dated June 1, 2011, the Employee-paid City contribution would be reduced from 5.41% to 1.394% effective November 18, 2020. However, because of the amendments to Section 20516 of the California Government Code occasioned by the passage of the Public Employee's Pension Reform Act (PEPRA), the reduction was no longer required at the time the employees voted to accept the Employee-paid City contribution and the City's contract with CalPERS does not reflect any reduction in that contribution 2020.

By this letter, the parties confirm their mutual understanding and intent that the Employee-paid City contribution will be reduced from 5.41% to 1.394% effective November 18, 2020. The parties recognize that this understanding may need to be reflected in the language of the MOU and through a further contract amendment with CalPERS in 2020.

For the BFA:

Ken Akins

Todd Matthews

For the City:

Charles Sakai, RSHS

Anne Cardwell,
Assistant City Manager

Kim Imboden
Sr. HR Analyst

**signed copy of this letter is contained in the 2014 – 2016. Th side letter will remain in effect for the 2016 – 2019 MOU unless otherwise agreed to by BFA/City.

Status quo for 2019-2021 MOU