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**MEMORANDUM OF UNDERSTANDING**

**between the**

**CITY OF LARKSPUR**

**and the**

**INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS, LOCAL 1775**

**1/1/15 – 06/30/17**

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The International Association of Fire Fighters, Local 1775, and representatives of the City of Larkspur have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing January 1, 2015 and ending June 30, 2017.

As used throughout this Memorandum of Understanding, the pronoun designation "he" or "his" is intended to be applicable to both the male and female gender.

#### Section 1. Recognition

##### 1.1 Union Recognition

The International Association of Fire Fighters, Local 1775, hereinafter referred to as the "Union", is the exclusively recognized employee organization for the Fire Unit, comprised of those classifications listed in Section 7.

##### 1.2 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Larkspur hereinafter referred to as the "City" in employer-employee relations.

#### Section 2. Organization Security

##### 2.1 Dues Deduction

Payroll deductions for membership dues shall be granted by the City Manager only to the Union. The following procedures shall be observed in the withholding of employee earnings:

(1) Payroll deductions shall be for a specified amount and uniform as between employee members of the Union and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization.

(2) Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

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

(4) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

(5) The Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. The City agrees to meet and confer with the Union if any of the provisions in this section are adversely affected by any legislation enacted within the lifetime of this agreement.

### Section 3. Discrimination

No person in the competitive service, or seeking admission thereto, shall be employed, promoted, demoted or discharged, or in any way favored or discriminated against because any basis prohibited by state or federal law, or because of the exercise of his rights under Section 3502 of the Government Code.

Except for claims brought by the Association for discrimination or retaliation for associational activity or for a violation of rights under Government Code section 3502, violations of this section shall not be grievable under the parties' grievance procedure.

### Section 4. Discipline

Employees shall only be disciplined for just cause. Disciplinary procedures consistent with the Firefighters Procedural Bill of Rights Act (Government Code section 3250) are described in the City's Personnel Rules.

### Section 5. Uniform Allowance

Employees shall be entitled to a uniform allowance of Sixty Dollars (\$60.00) per month to maintain the required items of uniform equipment as provided by the rules and regulations of the Department. Items of uniform equipment which, after execution of this Memorandum of Understanding, are designated as required shall be initially provided by the City. Replacement of such required uniform equipment thereafter shall be the responsibility of the employees.

Such allowance will be paid semi-annually on first payday of August and February. The uniform allowance is paid in advance. Any unused portion of uniform allowance will be deducted from an employee's final paycheck prior to termination for any reason.

This benefit is excluded from "pensionable compensation" reported for employees hired on or after January 1, 2013 who are "new members" of the CalPERS retirement system as defined by CA Government Code Section 7522.04(f).

## Section 6. Retirement

### 6.1 PERS Retirement Plan

- (1) For employees hired prior to November 12, 2012:  
The City agrees to provide fire safety members with PERS "3% at 55" full formula retirement plan and the following benefits:

- One year final compensation;
- 1959 Survivors Benefit – 4<sup>th</sup> level; and
- All unused sick leave credit;
- Post Retirement Death Benefit with PRSA (Post Retirement Survivor Allowance)
- Effective December 31, 2012 all unit employees shall pay for 100% of the member contribution of 9%.

- (2) For employees hired on or after November 12, 2012, the following retirement plan shall be provided, unless both the following conditions apply: 1) the employee is hired on or after January 1, 2013; and 2) the employee hired is a "new member" of the CalPERS retirement system as defined by CA Government Code Section 7522.04(f). Employees meeting both conditions shall be provided the retirement plan mandated by the California Public Employees' Pension Reform Act of 2013 (PEPRA), which is described below in Section 6.1(3).

The City agrees to provide fire safety members with PERS "3% at 55" full formula retirement plan and the following benefits:

- Highest 36 – months final compensation;
- 1959 Survivors Benefit – 4<sup>th</sup> level; and
- All unused sick leave credit;
- Post Retirement Death Benefit with PRSA (Post Retirement Survivor Allowance)
- Effective December 31, 2012 all unit employees shall pay for 100% of the member contribution of 9%.

- (3) Employees hired on or after January 1, 2013, who are "new members" of the CalPERS system shall be provided the following retirement plan:

- "2.7% at 57" benefit formula;
- Highest 36 – months final compensation;
- 1959 Survivors Benefit – 4<sup>th</sup> level; and
- All unused sick leave credit;
- Post Retirement Death Benefit with PRSA (Post Retirement Survivor Allowance)
- Required member-paid contribution rate of 12.25% of reportable compensation. While it is anticipated that this rate will remain unchanged during the term of this MOU, the rate is based on an annual actuarial valuation and is subject to adjustment by CalPERS.

(For more specific information regarding PERS retirement benefits, refer to the Annual Employer Statement provided to the City by PERS. A copy is available for review in the Finance Department.)

In administering either plan described above, the City reports to the California Public Employees' Retirement System (CalPERS) the total unused sick leave hours for retiring employees who are eligible for a normal service retirement. Unused sick leave is not otherwise compensable for employees, except as may be applicable in Section 11.5.

In addition to the above retirement benefits, the City will make available medical benefits for eligible retirees and eligible dependents as described in Section 14.6.

#### 6.2 Retirement Health Savings Account - SUPPLEMENTAL PROGRAM

The City will establish a Retirement Health Savings (RHS) account for the IAFF represented bargaining unit per the ICMA model and pertinent IRS regulations. All bargaining unit employees must participate in the program. The RHS accounts will be funded as follows:

**Employee Contributions:** Employees with unused vacation accumulation balances at the end of any calendar year (beginning in 2009) must contribute such unused vacation to the RHS plan, in an amount not to exceed two (2) shifts of vacation. Employee contributions to the RHS plan are vested immediately.

**Employer Contributions:** There shall be no employer contributions to the RHS plan described in this section, Section 6.2.

#### 6.3 Elimination of EPMC Benefit

For the period of January 1, 2012- December 30, 2012 the City will not report the value of the Employer Paid Member Contribution (EPMC) to PERS as special compensation. The City shall continue to pay the 9% member contribution until December 30, 2012. Effective December 31, 2012 the employee shall be responsible for 100% of the member contribution and there shall be no EPMC program of any type in effect.

#### 6.4. Employee PERS Cost Sharing

In accordance with PEPRRA and Government Code section 20516 the parties shall engage in sharing the "normal cost" of retirement benefits as described below.

- Effective the first pay period in July 2015 all bargaining unit employees who are "classic PERS members" shall contribute an additional one percent (1.0%) for PERS retirement with a total employee contribution of ten percent (10%).
- Effective the first pay period in July 2016 all bargaining unit employees who are "classic PERS members" shall contribute an additional one percent (1.0%) for PERS retirement with a total employee contribution of eleven percent (11%).

### Section 7. Salaries

- Effective the first pay period in May 2015 all bargaining unit employees shall receive a one-time off-salary-schedule lump sum in an amount equal to 1% of their annual base salary.

- Effective the first pay period in July 2015 all bargaining unit employees shall receive a salary adjustment of three percent (3.0%).
- Effective the first pay period in July 2016 all bargaining unit employees shall receive a salary adjustment of three percent (3.0%).

The monthly salary for employees in each classification shall be as follows:

Salary Steps Effective July 1, 2015					
CLASSIFICATION	A	B	C	D	E
Fire Captain	\$7,472	\$7,816	\$8,181	\$8,576	\$8,977
Firefighter/Engineer	\$6,427	\$6,722	\$7,032	\$7,360	\$7,707
Temporary Employee	\$6,130				
Salary Steps Effective July 1, 2016					
CLASSIFICATION	A	B	C	D	E
Fire Captain	\$7,696	\$8,051	\$8,427	\$8,833	\$9,246
Firefighter/Engineer	\$6,620	\$6,924	\$7,243	\$7,581	\$7,938
Temporary Employee	\$6,314				

- 7.1 The rates of pay set forth in this Section represent the standard rate of pay for full-time employment for each classification. Compensation for employees working less than full-time shall be adjusted proportionately.

The rates of pay set forth in this Section represent the total compensation due employees, except for overtime compensation and other benefits specifically provided for by the City Council or this Memorandum of Understanding.

The rates of pay set forth in this Section do not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expense authorized and incurred incident to City employment.

## Section 8. Overtime Pay

### 8.1 Overtime Pay

All firefighters required to work overtime for any reason will be paid at one and one-half (1-1/2) times their rate of pay for the fifty-six (56) hour workweek with a one (1) hour minimum.

### 8.2 FLSA Overtime

Overtime for Fair Labor Standards Act (FLSA) purposes is time worked by a firefighter/Engineer or Captain beyond one hundred and eighty two (182) hours in a twenty-four (24) day work period (as that term is used by the wage and hour division of the Department of Labor). Effective July 1, 2001, if a firefighter/Engineer or Captain is scheduled to be at work, but is absent due to vacation, compensatory time or sick leave, and is in a paid status, such time shall be considered time worked for purposes of calculating FLSA overtime for that work period.

## Section 9. Use of Temporary Personnel

The City may use temporary personnel, only, to maintain minimum staffing during periods of long-term disability, as defined below, or as vacation relief for a maximum of fifty (50) shifts annually as outlined in Section 20, so long as said temporary persons are used solely as the firefighter assigned to the jump seat position on a three (3) person engine company. In the event temporary personnel are needed to supplement or replace temporary personnel currently being used, the City will first offer such positions to applicants on the current employment list for the position of firefighter who have met the Department's minimum qualifications. When the employment list is up dated and thereafter, the department will only use as temporary personnel applicants who have met the then existing department minimum qualifications and are on the current eligibility list. Long-term disability is defined for the purposes of this Section only as illness or injury that causes a firefighter to miss more than five (5) consecutive regularly scheduled shifts.

## Section 10. Holiday Pay

All firefighters shall receive compensation for thirteen (13) twelve (12) hour periods per year at the hourly equivalent rate based on the fifty-six (56) hour workweek, in lieu of holidays. Such compensation will be paid retroactively semiannually on the first payday of June and December, at the rate of thirteen (13) hours per month.

## Section 11. Sick Leave

### 11.1 Accumulation

Fire Department shift personnel shall earn sick leave credit of twelve (12) hours per month. Unused sick leave credit may be accumulated without limit.

### 11.2 Usage

Sick leave credit shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability.

In order to receive compensation while absent on sick leave, an employee shall notify the Captain on duty prior to the beginning of the shift from which the employee will be absent. The employee will inform the Captain of the nature of his illness and where the employee will be during his illness. An employee, who has called in sick with a medical excuse, shall not be eligible to volunteer for overtime for a period of twenty-four (24) hours, following the shift(s) missed.

The City reserves the right to telephone the employee to verify illness.

In the case of repeated sick leave claims significantly above the department average, or in case of concern regarding an employee's fitness for duty, the City reserves the right to request verification of illness and/or physician release to return to duty before recommending sick leave benefits.

### 11.3 Sick Leave While on Vacation

If an employee becomes ill or injured while on vacation, he may use sick leave in lieu of vacation. Use of sick leave, while on vacation, will be approved for the same reasons

that would have justified sick leave had the employee been at work, including notification to the Captain on duty on the date of illness or injury.

#### 11.4 Family Illness

Upon request of the employee, up to seventy-two (72) hours of sick leave per year may be taken for illness of the employee's spouse, children or parents, taken in minimum increments of two (2) hours. Employees will be entitled to all family leave rights provided for under state and federal law.

#### 11.5 Sick Leave Buy Back

Effective beginning May 1, 2006, an employee who retires from the City of Larkspur and is receiving a PERS retirement benefit, and who has a minimum of 15 years of service with the City shall be allowed to sell back up to 25% of their accrued but unused sick leave balance. Such buy back will occur at the employee's current classification base wage rate (without differentials or special pay provisions included).

### Section 12. Education

#### 12.1 Education Incentive Pay

A two and one-half percent (2.5%) pay increase will be granted for completion of thirty (30) units of Fire Science, and an additional two and one-half percent (2.5%) pay increase for the completion of thirty (30) more units of Fire Science, totaling five percent (5%) pay increase for completion of sixty (60) units of Fire Science. Or as an alternative, a five percent (5%) pay increase will be granted for an Associate of Science Degree or an Associate of Arts Degree, or seven and one half percent (7.5%) pay increase granted for a Bachelor's Degree. Under this alternative the maximum pay increase available is seven and one-half percent (7.5%).

In addition, a one percent (1%) pay increase will be granted for Fire Officer 1 certification and a one and one half percent (1-1/2%) pay increase for completion of ten (10) CFSTES level two (2) courses. Therefore, the maximum available under this program is a ten percent (10%) pay increase if one attains an AS or AA Degree then a Bachelor's Degree plus Fire Officer 1 certification and completion of 10 CFSTES level 2 courses.

Education incentive pay will be paid subject to the following conditions:

- (a) Incentive pay will be awarded only on July 1st of each fiscal year.
- (b) Incentive pay will be awarded to all personnel who have official record of the following:
  - 1) 30 units of Fire Science
  - 2) 60 units of Fire Science
  - 3) CFSTES Fire Officer 1 certificate
  - 4) 10 CFSTES Level 2 Courses
  - 5) Associate Degree
  - 6) Bachelor Degree
- (c) Personnel will be eligible for incentive pay only upon completion of their initial probation period.

- (d) All College degree programs must be fire service related or be approved by the Education Committee and the fire chief.

#### 12.2 Education Committee

The Education Committee will consist of two (2) management representatives and two (2) bargaining unit employee representatives. This committee shall review which courses would qualify for educational reimbursement, with the City Manager having the final decision if members of the committee cannot reach a majority decision.

### Section 13. Acting Pay

A Captain assigned by the Fire Chief or his/her designated representative to perform the duties of the Deputy Chief on an acting basis in the case of a first alarm, shall receive acting pay which shall be computed at the minimum rate of pay for the classification of Deputy Chief for the duration of the alarm or for four (4) hours, whichever is greater; provided, however, that the computed rate of pay shall not be less than five percent (5%) above such employee's regular rate of pay.

A Firefighter assigned by the Fire Chief or his designated representative to act as Captain shall receive acting pay which shall be computed at six and two-tenths percent (6.2%) of the Firefighter's rate of pay when the time exceeds four (4) hours where he will receive all time on duty, or in the event of a Code 3 response, he will receive acting Captain's pay for the time in that position subject to a one (1) hour minimum.

### Section 14. Employee Benefit Program

#### 14.1 Medical Benefits - Cafeteria Plan

CalPERS Medical Insurance: The City will continue to provide health insurance through the CalPERS Health Benefit Program, and to make premium contributions as described below. As soon after January 1, 2012, as is administratively feasible, the City shall establish a Cafeteria Plan ("Plan") to provide for health premium contributions and other optional benefits. The City shall offer at least two (2) optional insurance plans for employee participation. Optional insurance may include vision, disability or other specialized insurance products. These optional elements shall be offered to employees within the cafeteria plan on a pre-tax basis.

#### 14.2 Medical Premium Contributions

City's medical contributions to the Plan shall be as indicated below. In no event shall the City's contribution to the plan exceed the premium for the plan actually selected by the employee. The employee shall pay the difference, if any, between the City's contribution amount and the actual premium of the health plan selected by the employee. All employee contributions to the Plan shall be made by payroll deduction. The City's contribution described below includes the minimum employer contribution amount legally mandated under the Public Employees' Medical and Hospital Care Act (PEMHCA).

- A. For employees hired prior to January 1, 2012, the amount of the City's contribution shall be up to an amount equal to the monthly premium for the Kaiser HMO full family coverage.

- B. For employees hired subsequent to January 1, 2012, the City contribution shall be in accordance with the following:

<b>PERSONS ENROLLED IN MEDICAL INSURANCE</b>	<b>CITY CONTRIBUTION</b>
Employee Only	Up to 80% of the Employee Only premium rate for the Kaiser HMO plan.
Employee & One Dependent	Up to 80% of the Employee & One premium rate for the Kaiser HMO plan.
Employee & Two or More Dependents	Up to 80% of the Employee & 2+ premium rate for the Kaiser HMO plan.

14.3 Life Insurance

The City shall provide life insurance coverage at \$25,000 for all firefighters.

14.4 Meet and Confer

If, pursuant to any federal or state law which may become effective subsequent to the effective date of this Memorandum of Understanding, the City is required to pay contributions or taxes for hospital-surgical, dental care, prescription drug or other health benefits to be provided its employees under such federal or state act, the parties agree to meet and confer regarding the impact of the implementation of such a plan. In no event will the cost obligation specified in this agreement for providing benefits be automatically increased, nor the level of benefits be automatically altered, as a result of such federal or state plan.

14.5 Insurance Residual

For Firefighters hired prior to January 1, 1993, a memorandum will be placed in their personnel file providing for continuation of the insurance residual, whereby unused insurance entitlement was paid to employees, to a total not to exceed One Hundred Dollars (\$100.00) per employee per month. The residual is based on full family coverage (PERS Kaiser North coverage + Delta Dental). The insurance residual does not apply to employees hired on and after January 1, 1993. This section will sunset and be removed when no employee hired prior to January 1, 1993 remains employed with the City.

14.6 Medical Insurance - Retirees

(a) Retiree medical benefits will be provided to eligible employees who retire from the City of Larkspur as provided below.

1. For an employee hired before 9/1/08, who retires from the City of Larkspur (City), and who:
  - a. Has completed 10 or more years of service with the City, and is collecting a PERS retirement benefit, the City will pay for the cost of Kaiser Bay Area medical coverage for the employee.
  - b. Has completed 15 or more years of service with City, and is collecting a PERS retirement benefit, the City will pay for the cost of Kaiser Bay Area medical coverage for the employee and his/her spouse. To be eligible, the

spousal relationship must have been documented with the City for at least 1 year before the employee retires from the City.

2. For an employee hired after 9/1/08 and before April 1, 2015, who retires from the City, has completed 10 years of service with the City, and is collecting a PERS retirement benefit, the City will pay for the cost of Kaiser Bay Area medical coverage for the employee only.

3. Employee OPEB Contribution:

The parties agree that bargaining unit employees hired on or prior to March 31, 2015 shall contribute the below outlined amounts to assist the City in retiring the OPEB liability. Employees hired on or after April 1, 2015 shall not be subject to contribute to the OPEB liability per this section.

- Effective the first pay period in July 2015 all existing bargaining unit employees shall pay \$30.00 per month toward the City's OPEB liability.
- Effective the first pay period in July 2016 all existing bargaining unit employees shall pay \$60.00 per month toward the City's OPEB liability.

(b) For employees hired after March 31, 2015, the City shall contribute for all retirees enrolled in a CalPERS PEMHCA health plan, the minimum employers' contribution legally mandated under PEMHCA. No additional City contribution to retiree medical insurance premium costs will be provided. Upon hire, the employee shall contribute 3% of base salary (up to top step of Firefighter/Engineer range) to the Employee's Retiree Health Savings Account (RHSA). Employee contributions are 100% vested upon hire. An employee will vest for the purposes of receiving employer contributions upon completion of a 12-month probationary period. Upon the completion of their probationary period with the City, the City will contribute an additional 3% of base salary (up to top step of Firefighter/Engineer range) to the Employee's Retiree Health Savings Account (RHSA).

(c) Employees who do not qualify for City paid medical in retirement, as well as eligible dependents of retirees, are allowed access through the City, into the PERS medical plan after retirement, in accordance with the rules established by PERS. Such premiums will be paid for at the retiree's expense.

(d) PEMHCA Compliance

For all retirees enrolled in a CalPERS PEMHCA health plan, the City's contribution described above includes the minimum employer contribution amount legally mandated under PEMHCA. Any benefit beyond the annually adjusted minimum employer contribution shall be delivered as a medical premium reimbursement via an IRS section 115 compliant vehicle. In no event shall the combined minimum employer contribution and the IRS Section 115 reimbursement exceed the actual premium associated with the medical plan selected by the eligible retiree.

#### 14.7 Dental Coverage

For the duration of this MOU, the City shall contribute an amount necessary to provide the current level of dental insurance benefits.

The City will make available a supplemental dental fund. This fund will be used to reimburse an employee up to \$500 per year, for dental expenses incurred by a full time employee, once the employee has reached the annual maximum provided for in the insured, primary dental plan. This supplemental plan is available only for expenses incurred by the employee, not his/her dependents.

The City may evaluate the dental plan currently available to employees to determine if similar or better coverage may be available at lower cost to the City. The City may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is equal to or superior to the present coverage and provided that the City meets with the Association to discuss any new plan before it is implemented.

#### Section 15. Shift Spread And Call Back

It will no longer be required to have a twelve (12) hour off-duty period between twenty-four (24) hour shifts, subject to the following conditions:

- (1) The replacement employee will be approved by a shift officer;
- (2) No employee would work more than ninety-six (96) consecutive hours without Chief Officer's approval;
- (3) First priority for maintenance of staffing level shall be based on the total cumulative overtime hours worked by each employee. The list of cumulative overtime hours shall be reset to zero (0) for all employees on January 1st of each year. The list will be updated after any overtime assignment of four (4) hours or more is filled. All overtime of less than four (4) hours (incidental time) will not be counted toward the overall accumulation of overtime hours, for the purposes of this Section. Overtime of four (4) hours and more will be tracked, thus adding to the accumulation of overtime hours. Employees will be contacted for call back in order of accumulated overtime hours, beginning with the employee with the least number of overtime hours, until the assignment is filled. In cases of a tie, priority will be given in order of seniority based on original hire date.

#### Section 16. Grievance Procedure

The application of this Section will not apply to the discipline of employees. Disputes arising from the remaining Sections of this Memorandum of Understanding between the City and the employee organization regarding the application or interpretation of this Memorandum of Understanding shall be considered a grievance.

##### Step 1

An employee may present the grievance orally, either personally or through his Union representative, to the immediate supervisor within ten (10) calendar days following the event or events on which the grievance is based

The immediate supervisor shall make whatever investigation is necessary to obtain the facts pertaining to the grievance. Within ten (10) calendar days after receiving the oral grievance, the immediate supervisor shall give the employee a reply. If the employee is not satisfied with the reply of his immediate supervisor the employee may appeal the grievance to Step 2.

### Step 2

If the employee desires to appeal the grievance to Step 2, the grievance shall be reduced to writing, on forms provided, and presented to the Fire Chief or the Acting Chief within ten (10) calendar days following the receipt of the immediate supervisor's oral reply. The Fire Chief may refer the grievance to the appropriate supervisor.

The written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reason for the appeal, the remedy requested, and the Sections of the Memorandum of Understanding claimed to have been violated, if any. The grievance shall be signed and dated by the employee. The Fire Chief, or the appropriate supervisor to whom the grievance has been referred, may arrange a meeting between himself, the employee, the appropriate Union representative and the immediate supervisor in an attempt to resolve the grievance. In any event the Fire Chief, or his designated representative, shall give a written decision to the employee within ten (10) calendar days following receipt of the written appeal to Step 2.

### Step 3

If the Union desires to appeal the grievance to Step 3, the Union shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the City Manager within fifteen (15) calendar days following receipt of the written decision from Step 2.

Within five (5) calendar days after the receipt of the appeal to Step 3, the City Manager shall hold a meeting with the appropriate Union representative, and the Fire Chief or the appropriate supervisor to discuss the matter. A written decision shall be given to the appropriate Union representative within fifteen (15) calendar days following the meeting.

If the employee is not satisfied with the decision of the City Manager, the Union may appeal their grievance to Step 4.

### Step 4

If the grievance has been properly processed through the previous steps of the procedure and not resolved, the Union may appeal the grievance to arbitration. The Union shall notify the City Manager in writing within twenty (20) calendar days following receipt of the written answer to Step 3.

Within twenty (20) calendar days following the receipt of the notice of appeal to Step 4, a meeting shall be arranged by the City Manager with the appropriate Union representative to prepare a joint statement of the issue or issues to be presented to the Arbitrator. If the parties are unable to agree upon the issue or issues, each party will prepare its statement of the issue or issues and jointly submit the separate statements of issue or issues to the Arbitrator for determination.

The parties may mutually agree upon the selection of the Arbitrator or shall jointly request the American Arbitration Association to provide a list of seven (7) persons qualified to act as Arbitrators.

Within five (5) calendar days following receipt of the above-referenced list, the parties shall meet to select the Arbitrator. The right to strike the first name shall be determined

by lot and the parties shall alternately strike one (1) name from the list until only one (1) name remains, and that person shall be the Arbitrator.

The Arbitrator shall hold a hearing on the issue or issues submitted, or as determined by the Arbitrator if the parties have not mutually agreed upon the issue or issues, and render a written opinion and reasons for the opinion as soon after the hearing as possible.

The opinion shall be sent to the City Manager and to the employee or appropriate representative of the Union. The City Manager shall present the opinion to the City Council at its next regular session. The City Council shall render a final decision by adopting, rejecting or modifying the decision of the Arbitrator. The City Council shall serve the decision upon the grievant within five (5) calendar days of the decision.

The City and the employee and/or Union shall share the fees and expenses of the Arbitrator as well as the cost of making a record of the arbitration as follows: The losing party shall assume the entire cost; or if both parties prevail in part, the payment of fees and expenses of the Arbitrator as well as the costs of making the record shall be prorated between the parties by the Arbitrator in accordance with the weight of the finding. Each party shall bear its attorney's fees.

The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.

Witnesses who are employees and who are on duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. Individual grievants shall be released from duty without loss of pay for the time of the arbitration hearing. One spokesperson shall be permitted to be present without loss of compensation for grievances filed by the Union.

Arrangements for release time for grievant's witnesses shall, whenever possible, be made with the City Manager no later than twenty-four (24) hours in advance of the scheduled hearing.

The parties agree that the Arbitrator shall not add to, subtract from, change or modify any provision of this Memorandum of Understanding and shall be authorized only to apply existing provisions of this Memorandum of Understanding to the specific facts involved and to interpret only applicable provisions of this Memorandum of Understanding.

The parties agree that the time limits set forth herein are of the essence to this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the parties.

#### General Provisions

A. Although grievances may be processed during normally scheduled working hours, the Union agrees that the time spent by its designated representatives shall be kept to a reasonable minimum and that no Union representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours. The Union also agrees that it will not process grievances during periods of overtime.

B. Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is

not answered within the time limits set forth herein, either the employee or the appropriate Union representative may appeal the grievance to the next higher step within the time limits provided.

C. Any of the time limits specified in Steps 1 through 3 may be extended by written mutual agreement of the parties.

D. No resolution of any grievance, as defined in this Section 16, shall be contrary to the provisions of this Memorandum of Understanding. Copies of the resolution of all grievances shall be sent to the appropriate Union representative.

E. It is understood and agreed that whenever a provision of this Section refers to an employee filing a grievance, the employee organization may file such grievance whether on the employee's behalf or on behalf of the employee organization. In such event the processing of the grievance shall comply with all other provisions of the grievance procedure Article.

## Section 17. Reduction in Force

### 17.1 Layoff

At least ten (10) working days prior to the effective day of the layoff, the City Manager shall notify the employees affected in writing. Layoff shall be made within the classes of positions and all temporary employees in the affected classifications shall be laid off prior to layoff of any probationary or permanent employees. For the purpose of determining order of layoff, total cumulative time shall include time served in military leave of absence.

An employee laid off shall have the right to displace the employee in the same classification having the least seniority; provided, however, there is no other employee in the classification of the laid-off employee with less seniority. The laid-off employee may take a voluntary demotion to a classification in which such employee had prior permanent status, thus displacing the employee working in that classification who has less seniority. Names of persons laid off shall be placed upon reemployment lists in order of total cumulative time served and shall remain on such list for a period of two (2) years unless re-employed sooner. Sick leave and seniority rights earned prior to layoff will be returned to the employee upon reemployment. Upon request of the employee, demotion may be made to a vacant position in place of layoff. The parties will meet during the term of the MOU to discuss clarification of this provision. The meetings will not be considered meet and confer under the MMBA. In the event that the parties reach mutual agreement on modifications to this provision during the term of the MOU, the parties may enter into a side letter to amend this provision subject to the ratification of members and approval of the City Council.

### 17.2 Abolition of Position

Whenever in the judgment of the City Council it becomes necessary in the interest of economy, or because the necessity for a position no longer exists, the City Council may abolish any position or employment in the competitive services; and the employee holding such position for employment may be laid off without taking disciplinary action and without right of appeal.

Section 18. Bereavement Leave

In case of death within the immediate family of an employee, an employee shall be entitled to remain absent from duty with pay for up to three (3) shifts, when necessary to attend the funeral or memorial services. Such leave must be approved in advance by the Fire Chief.

Said bereavement leave is not to be charged to sick or vacation leave.

For the purpose of this Section 18, immediate family means spouse (or domestic partner registered according to California law) or parent, sibling, brother-in-law or sister-in-law of the employee, son, daughter, aunt, uncle, grandparents, grandchildren, niece or nephew of the employee or of the employee's spouse or registered domestic partner. For the purpose of this Agreement step-parents are considered parents if the employee had been raised by them.

This provision does not apply unless the notification of death to the employee is received prior to the funeral. Upon request of an employee for an exception to the above, the Fire Chief may allow an exception.

Section 19. Vacation Entitlement

Firefighters shall earn vacation in accordance with the following formula:

1 - 5 Years	5 Shifts
6 - 10 Years	7-1/2 Shifts
11 - 20 Years	11 Shifts
21 Years or More	12 Shifts

Effective July 1, 2009 the vacation accrual schedule shall be as follows:

1 - 5 Years	6 shifts
6 - 10 Years	8- ½ shifts
11- 20 Years	12 shifts
21 years or more	13 shifts

At the discretion of the Fire Chief or his/her designee, employees shall be allowed a reasonable number of splits of their vacation benefits. In addition, employees may use up to three (3) vacation shifts in any one (1) year for emergency leave which is defined as a severe and personal emergency of the employee (for which the Department may utilize one of the 50 vacation relief shifts). Designation of vacation shifts to be used for emergencies shall be selected in advance.

Section 20. Vacation Relief

Vacation relief assignment shall be rotated annually among the four (4) least senior Firefighters. The following year the rotation schedule shall be resumed and the Firefighter who was next in line for such assignment prior to the new hire shall be assigned to vacation relief. Temporary employees may be assigned to provide vacation relief for a maximum of fifty (50) shifts.

A newly hired employee shall not be assigned to vacation relief until after he/she has completed his/her probationary period.

The parties will meet during the term of the MOU to discuss this provision and consider alternative operational models. The meetings will not be considered meet and confer under the MMBA. In the event that the parties reach mutual agreement on modifications to this provision during the term of the MOU, the parties may enter into a side letter to amend this provision subject to the ratification of members and approval of the City Council.

## Section 21. Assigned Details, Outside Training, and Driver Training

### 21.1 Assigned Details

A firefighter can be assigned a detail not to exceed Woodacre headquarters to the west; Sausalito headquarters to the south; Novato headquarters to the north and Chevron Refinery to the east. Such assigned detail shall not exceed two (2) hours per shift and shall be in a code three capable vehicle.

### 21.2 Training Assignments and/or Meetings held in the Bay Area

A firefighter can be assigned to attend a training session or meeting in a geographic area not to exceed any of the nine (9) Bay Area counties. These assignments shall be made by the Chief of the Department after taking into consideration any training or other group activity planned by shift officers, and such assignments will be limited to Department paid training.

### 21.3 General Provisions

In both cases, no firefighter will be assigned a detail, training assignment or meeting without a Chief Officer standing by to assume command functions in the event of a first alarm in Larkspur, and no firefighter will be assigned such a detail, training assignment or meeting on a red flag alert day. Additionally, the City will not be required to replace a firefighter assigned on such a detail, training assignment or meeting in order to maintain minimum staffing.

### 21.4 Driver Training - Probationary Employees

The driver training component of the initial twelve month probationary period shall be changed to permit newly hired employees to drive after completion of six months of employment.

## Section 22. Shift Trades

Firefighters may initiate any number of shift trades per year and shall be limited to a maximum of four (4) consecutive shifts. Shift trades not in excess of such limit shall be approved.

Shift trades are subject to the following conditions:

- a) An employee not able to work regular duty because of injury or illness may not enter into any agreement to trade shifts.
- b) If any employee trading time off is advised, on duty, of the inability of the covering employee to work the traded time, said initiating employee is responsible to cover the traded time, subject to limitations in Item c.

c) If a covering employee is on workers' compensation forty-eight (48) hours prior to working on a traded shift and will be unable to work said shift, it will be his responsibility to cover same shift.

d) Shift trades will be paid back within twelve (12) months. The responsibility to track and pay back shifts is the employee's; City will pay the normally-scheduled employee, and maintains no other records and provides no enforcement of trade payback.

#### Section 23. EMT F-S, D

EMT certification for all current employees and all newly hired employees shall be required. EMT-D certification shall be required upon completion of the twelve (12) month probationary period. The employee is responsible for the initial EMT certification prior to hire; the City provides training for EMT-D certification during the initial probationary period, and the City also provides training for maintenance of other EMT certificate(s).

In the event an employee fails the recertification test, the employee will be allowed one hundred twenty (120) days to again become certified, and all costs associated with the recertification during such period will be at the employee's expense; if the employee remains uncertified after such one hundred twenty (120) day period, the employee will suffer a pay reduction of one (1) step on the salary schedule until the employee is again EMT-1FS and EMT-D certified.

#### Section 24. Paramedic Program

On September 2, 2004 the Ross Valley Paramedic Authority (RVPA) approved a funding request by the Larkspur Fire Department to implement an Engine Company Paramedic Program. The funding does not increase daily staffing. It provides for differential pay, equipment and training coverage. Currently, the RVPA has authorized a total of up to seven Paramedics for the Larkspur Fire Department. If at any time the RVPA funding for this program is eliminated or reduced, the program may be modified or terminated by the Department.

State licensed, Marin County accredited paramedics who are designated and serving as a paramedic on an engine company shall receive a paramedic professional incentive pay differential equal to 11% of base pay. This incentive pay shall be based on hours worked as a paramedic and added to the current step of the employees' regular rate of pay.

Personnel serving as paramedics shall be expected to continuously maintain their Marin County paramedic accreditation. A paramedic may choose to no longer maintain accreditation and will therefore no longer receive a paramedic incentive pay. However, before discontinuing accreditation or if an employee wishes to no longer serve as a paramedic in the Department, they must provide the Department with advance notice. The Department will then remove the employee from paramedic duty after a replacement has been secured.

The Department will set as a minimum standard for paramedics the possession of current certificates for PALS or equivalent, PHTLS or equivalent and ACLS. It will be the individual responsibility of each paramedic to maintain these certifications and any others mandated by the State of California and/or the County of Marin. All such recertification's

will be completed by each paramedic in a timely manner so that no portion of a certification or minimum standard lapses during the course of employment as a paramedic by the Larkspur Fire Department.

It is recognized that the maintenance of professional competency is the responsibility of each paramedic. The Department will allow each paramedic up to twelve hours each quarter to maintain these skills. If the paramedic chooses to attend such skills maintenance on duty, then a replacement employee will be hired, if needed. If the paramedic wishes to attend off duty, that person will be compensated by the Department at no more than twelve hours of time at the applicable rate of pay per quarter.

#### Section 25. Career Development Training

For the duration of this Memorandum of Understanding, an amount of two thousand dollars (\$2,000.00) per fiscal year will be allocated in the Fire Department budget for training. Participants to attend training sessions will be selected by the Education Committee. The final decision about who goes to training sessions rests with the Fire Chief. Firefighters will be required to arrange their own shift trades to accommodate training.

#### Section 26. Change in Workweek

Only employees employed after July 1, 1984 may have the normal twenty-four (24) hour duty cycle changed, depending on the Department's needs, from the average fifty-six (56) hour workweek on twenty-four (24) hour duty shifts to a forty (40) hour workweek on eight (8), ten (10), twelve (12) or fourteen (14) hour shifts or any combination thereof; provided, however, that when working a forty (40) hour workweek, said employee(s) will not be used to circumvent the sick leave replacement schedule. The Fire Chief will give reasonable notice when the duty cycle will change from one workweek to another.

#### Section 27. Physical Fitness

All shift personnel will participate in mandatory physical fitness/conditioning program; the intent of which is to provide employees with the opportunity to maintain and improve a constant level of physical fitness and conditioning which will better prepare them for the physical requirements of the job. The time of day for physical fitness normally will be during the morning hours, with employees in uniform, at the station following physical fitness activities no later than 0915 hours. In the event physical fitness activities are interrupted for a substantial period of time, the hours of 1600 hours to 1700 hours will be utilized for completion of physical fitness activities.

#### Section 28. Use of Tobacco Products Prohibited

An applicant shall be disqualified from employment if said applicant has used tobacco products within one (1) year preceding the date of the filing of an application for employment.

The use of tobacco products shall be prohibited in all areas of the fire station and all apparatus or vehicles at all times. The use of tobacco products shall also be prohibited during public education activities, scheduled department training, inspections and fire prevention activities.

## Section 29. Full Understanding Modification and Waiver

A. This Memorandum of Understanding sets forth a full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, understandings and agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.

B. (1) Existing practices and/or benefits provided by ordinance or resolution of the City Council or as provided in the rules and regulations of the Fire Department Manual that are referenced in the Memorandum of Understanding shall be continued in accordance with the Memorandum of Understanding, except as noted in Section 29.D (1) below.

(2) Existing practices and/or benefits which are not referenced in the Memorandum of Understanding shall continue without change unless modified or abolished by mutual agreement of the parties, except as noted in Section 29.D (1) below.

C. It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this Memorandum of Understanding be administered and observed in good faith.

D. Although nothing in this Memorandum of Understanding shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Memorandum of Understanding, it is understood and agreed that neither party may require the other party to meet and confer on any subject matter covered herein or with respect to any other matter within the scope of representation during the term of this Memorandum of Understanding, except as noted below.

(1) During the term of this Memorandum of Understanding, the parties agree to meet and conduct dialog in good faith, with an intent to develop and adopt a mutually acceptable policy on each of the areas of organizational interest listed below. The City will provide timely (at least two weeks) notification of proposed meeting dates and times on the various issues, and the Union will either provide a representative or representatives to attend, or will promptly propose a timely alternative meeting date and time. Although the initiative for developing these organizational policies is the City's, both parties will make reasonable proposals and provide operationally and administratively feasible options in order to advance the process of adopting mutually agreed-upon policies to address the following areas of interest:

- Indoor Air Quality
- Computer Use and Other Communications
- Personnel Rules: Addition of Leave Administration Practices, mandated employee leave rights, and associated Family Medical Leave policy
- Nepotism Policy
- Definitions of full-time vs. part-time employment for purposes of transparent budget reporting.

Section 30. Term of Memorandum of Understanding

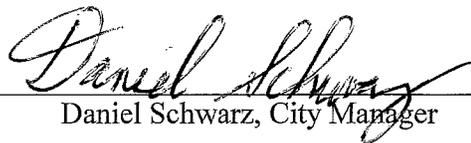
This Memorandum of Understanding shall be effective from January 1, 2015, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including June 30, 2017, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of June, 2017 or to the first day of June of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties caused their duly authorized representatives to execute this Memorandum of Understanding on this 20<sup>th</sup> day of May, 2015.

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 1775

By  \_\_\_\_\_  
Tom Timmer, President

CITY OF LARKSPUR

By  \_\_\_\_\_  
Daniel Schwarz, City Manager