



MEMORANDUM OF UNDERSTANDING

between

The City of Richmond, California

and

**The International Association of Fire Fighters
Local 188**



July 1, 2022 – June 30, 2025

CITY OF RICHMOND AND IAFF LOCAL 188
MEMORANDUM OF UNDERSTANDING 2022-2025
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MEMORANDUM OF UNDERSTANDING
between
CITY OF RICHMOND
and
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), LOCAL 188

JULY 1, 2022 - JUNE 30, 2025

1. RECOGNITION

The City recognizes the Union as the sole and exclusive representative for the Fire Fighters Bargaining Unit, consisting of the following classifications, as well as any new classifications which may be assigned to this unit in accordance with the City Charter, the City's Employer - Employee Relations Resolution, Personnel Rules and State law.

Fire Trainee
Fire Fighter
Fire Engineer
Fire Captain
Fire Inspector I&II
Deputy Fire Marshal

2. UNION DUES PAYROLL DEDUCTION

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

The Union 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 Union shall not be required to provide the City a copy of the member's Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

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

Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form unless the employee is in an unpaid status. The employees' earning must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings, nor will the member deposit the amount with the City which

would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only 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 legal and required deductions have priority over Union dues.

The City shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Union.

3. EMPLOYEE RIGHTS

A. No Discrimination

No employee covered by this Agreement shall be discriminated against by the City or by the Union by reason of race, color, religion, creed, sex, sexual orientation, age, national origin, physical or mental disability, lawful Union activity, or a refusal to participate in Union activity.

B. Release Time

The Union may designate representatives for the purpose of assisting bargaining unit members in the resolution of grievances arising over the interpretation of the terms of this Memorandum of Understanding.

In consideration of the unique and restrictive work schedule of Fire Fighters, the City shall afford such representatives reasonable time off during working hours without loss of compensation or other benefits for representational purposes as provided in this section. Release time must be scheduled so as not to unduly interfere with work load and job requirements as determined by the Fire Chief or designee. The Fire Chief or designee shall not be obligated to afford release time to more than one union representative per grievance meeting or investigatory meeting which the employee reasonably believes may result in punitive action and which an employee is entitled to representation. The City does not provide paid release time for employees who are off-duty.

The Union shall advise the Fire Chief, the Director of Human Resources or designee of the names of its authorized Union representative(s) and continuously update any changes to the authorized Union representatives.

The authorized representative(s) of the Union shall be permitted access to City facilities at reasonable times for the purpose of transmitting information, to investigate grievances, or for representation purposes. The Union representative shall give prior notice of his/her visit to the Fire Chief or designee. Approval of such requests shall not be unreasonably withheld.

Where practicable, authorized Union representative(s) seeking release for purposes

of this subsection must inform the Fire Chief or designee of their proposed absence no later than forty-eight (48) hours prior to such proposed absence, and must receive advance approval. The request for release time should be in writing and include the date, time, approximate number of hours requested, and the category of representational purpose from the activities listed below. The Fire Chief may withhold or revoke approval of any proposed absence when operational needs or other legitimate considerations so warrant. If the Fire Chief withholds or revokes approval of any proposed absence pursuant to this subsection, the Fire Chief or designee will identify, in writing, the reason(s) supporting the decision to withhold approval.

“Representation purposes” includes the following:

- Attending Labor-Management meetings;
- Attendance at monthly general membership meetings by Union officers (President, Vice President, Business Agent, and/or Secretary);
- Formally meeting and conferring on matters within the scope of representation;
- Negotiations and a reasonable amount of time to caucus immediately before the scheduled meeting, subject to approval by the Director of Human Resources;
- Meetings called by the City Director of Human Resources, or the Fire Chief with the Union for the purpose of addressing issues pertaining to Union wages, hours or working conditions;
- Meetings called by the Union with City Human Resources, Fire Chief, or the Fire Chief’s designee for the purpose of addressing issues pertaining to Union wages, hours or working conditions.
- Testifying or appearing as the designated representative of the Union in conferences, hearings, or other proceedings before the Public Employment Relations Board, in matters relating to a charge filed by the Union against the City or by the City against the Union; or,
- Testifying or appearing as the designated representative of the Union in matters before the City Council, the City’s Personnel Board or an arbitrator.

The Fire Chief will consider other requests for release time, not enumerated above, on a case-by-case basis.

4. CITY AND DEPARTMENTAL RIGHTS

Fire Fighters' Union Local No. 188, recognizes that the City and the Fire Chief retain, whether exercised or not, solely and exclusively all expressed and inherent rights and authority pursuant to law with respect to determining the level of and the manner in

which the City's Fire Department activities are conducted, managed, and administered, and Fire Fighters' Union Local 188 recognizes the exclusive right of the Fire Chief to maintain departmental rules and procedures for the administration of the Fire Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific expressed provisions of this Memorandum of Understanding. The City recognizes that it has an obligation under Section 3505 of the Government Code to meet and confer in good faith on matters within the scope of representation as those matters are defined under Section 3504 of the Government Code.

5. NO STRIKE

The Union and its members pledge that they shall not engage in any strike, slow down, sick out, sympathy strike, partial strike or other concerted refusal to perform job responsibilities.

6. GRIEVANCE PROCEDURE

PURPOSE: This procedure is designed to assure accessibility of employees covered by this Agreement to an equitable system for resolving disputes as rapidly as possible at the lowest management level possible.

A. Definitions:

A **GRIEVANCE** - is any dispute between the City and the employees covered by this Agreement concerning:

(1) A claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.

(2) Discipline of an employee covered by this Agreement involving a reprimand, demotion, suspension, dismissal, or reduction in pay.

(3) Any situation bearing on the status or conditions of employment of an employee covered by this Agreement.

A **GRIEVANT** - is an employee covered by this Agreement or an authorized representative of the Union who is filing a grievance as defined above. Grievances which affect more than one employee in a substantially similar manner may be consolidated at the discretion of either the City or the Union and thereafter represented by a single grievant or representative selected by the grievant involved.

B. Time Limits:

The grievant must initiate the grievance within fourteen (14) calendar days of the event giving rise to the dispute or from the date the grievant could reasonably have been expected to have knowledge of such event. At each step, the City representative

shall have fourteen (14) calendar days to respond to the grievance. The grievant shall have fourteen (14) calendar days from receipt of a written response to appeal the grievance to the next higher step.

C. Procedures:

(1) Informal Level:

The grievant must orally discuss the issue of concern with his/her Battalion Chief/Fire Marshal. The Battalion Chief/Fire Marshal shall have fourteen (14) calendar days to give an oral answer or response to the grievant.

(2) Formal Level:

STEP 1: If the grievant is not satisfied with the resolution proposed at the informal level, he/she may within fourteen (14) calendar days of receipt of such answer, file a formal written grievance with the Fire Chief using the grievance form and attachments, if necessary. The Fire Chief shall designate an appropriate Chief Officer to handle the grievance. The designated Chief Officer shall investigate the grievance which shall include a meeting with the concerned parties and give a written response to the grievant.

STEP 2: If the grievant is not satisfied with the designated Chief Officer's written response, the grievant may file a written appeal to the Fire Chief. The Fire Chief shall investigate the grievance which shall include a meeting with the concerned parties and give a written response to the grievant.

STEP 3: If the grievant is not satisfied with the Fire Chief's written response, the grievant may file a written appeal to the City Manager. The City Manager, or his/her designee, shall investigate the grievance which shall include a meeting with the concerned parties and give a written response to the grievant.

STEP 4: If the grievant is not satisfied with the City Manager's or designee's written response, the grievant may submit his/her request for a hearing before the Personnel Board in accordance with the City Charter and Personnel Rule IX or, where permitted, as delineated below, to present the matter to an arbitrator.

Binding Arbitration. Binding arbitration is agreed to by the Union and its members with full knowledge that they are waiving their rights to a Personnel Board hearing as described in Personnel Rule IX, and in Article XIII Section 7(a) of the City Charter. Specifically, employees utilizing binding arbitration waive the right for a Personnel Board investigation, hearing, and recommendation to the City Manager.

Applicability. Binding arbitration shall be applicable only in the following situations:

Disputes concerning disciplinary actions greater than five (5) days suspension without pay, including disciplinary termination of employment, pay reductions equivalent to greater than

five days' pay, and demotions.

Disputes over the agreement concerning interpretation and/or application of specific language in grievable sections of this Memorandum of Understanding for which no other avenue of redress exists may also be grieved to arbitration. Such request for arbitration must come only from the Union. In such circumstances, an arbitrator will decide how the specific requirement, condition, or provision of the agreement will be applied.

Time Lines. A written request for arbitration shall be served on the Director of Human Resources within 14 calendar days after the City Manager has delivered to the employee his/her decision on the disciplinary matter or contract interpretation (application) issue. These time lines may be waived or extended only with the mutual written consent of both parties.

If the above time limitations are not met, the grievant or the Union will have waived all rights to arbitration or a hearing by the Personnel Board on the proposed discipline or contract interpretation/application issue.

Selection of an Arbitrator. An impartial arbitrator shall be selected jointly by the City and Union. Within fourteen (14) calendar days of the request for arbitration, the moving party will request of the California State Conciliation Service a list of five arbitrators. Each party shall in turn cross off one name on the list; the first party to cross off a name shall be determined by a flip of a coin. The final name left on such list shall be the arbitrator. The arbitrator shall render a decision no later than 30 days after the arbitration hearing, unless otherwise agreed upon by the parties and the arbitrator. Such decision shall be in conformance to the terms of this Memorandum of Understanding. Copies of the decision will be furnished to both parties.

Decision of the Arbitrator is Binding. The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Said decision shall be issued in writing and made in accordance with and in conformance to, the terms of this Memorandum of Understanding.

Fees and Expenses. The fees and expenses of the arbitrator and of a court reporter if used, shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own attorney's fees or other presentation costs including but not limited to preparation for the hearing and post-hearing briefs, if any.

Limitations on Arbitrator's Authority and Jurisdiction. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves an eligible employee in this represented unit and unless such dispute falls within the section above entitled Applicability.

Proposals to create, add to, or change this written agreement or addenda supplementary thereto shall not be arbitrable and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of the City and Departmental Rights section of this Memorandum of Understanding shall be submitted to this procedure.

No arbitrator shall have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment or to make any decision in violation of existing law. The arbitrator's authority shall be limited only to the application and interpretation of the provisions of this written agreement. S/he shall have no authority to base any decision on any past practice or custom which is inconsistent with any provision of this agreement, or to render an award on any action occurring before the effective date or after the stated termination date of this agreement.

D. General Provisions:

If a grievant is appealing discipline which has gone through the "Skelly meeting" process, the grievant may take the grievance directly to Step 4 of the grievance process.

If a grievant fails to carry his/her grievance forward to the next step within the prescribed time period, the grievance shall be considered settled based upon the written response rendered at the most recent step utilized.

If a City representative fails to provide a written response within the prescribed time period, the grievant may appeal his/her grievance to the next higher level.

The grievant may be represented by a person of his/her choice at any step of this procedure. The City representative shall be advised of the grievant's representative in writing.

Time limits and formal levels may be waived by mutual written consent of the parties.

Proof of service shall be accomplished by certified mail or personal delivery, which will include an acknowledgment receipt form.

A grievance form will be jointly developed to include information which describes the grievance, identifies the issue(s) involved, sets forth the remedy requested, and documents time lines.

7. SALARIES

In lieu of wage increases that would have been determined pursuant to the Additional Compensation provision in Article 7 of the prior MOU, the Parties have agreed to the following base wage increases:

Effective the first full pay period in January, 2023 the City will increase base wages by 2.0%.

Effective the first full pay period in July, 2023, the City will increase base wages by 2.0%.

Effective the first full pay period in January, 2024, the City will increase base wages by

2.0%.

Effective the first full pay period in July, 2024, the City will increase base wages by 2.0%.

Effective the first full pay period in January, 2025, the City will increase base wages by 3.0%.

7.1 SALARY CHANGES

A. SALARY DESIGNATIONS: The salaries herein established are on a monthly basis, except as where otherwise established.

B. ADVANCEMENTS AND PROMOTIONS: Salary advancements shall be made in conformance with the salary plan contained within this memorandum of understanding and in conformance with the provisions of the City Charter and Personnel Rules as these relate to salary advancement and employee promotion.

C. EFFECTS OF CERTAIN PERSONNEL ACTIONS UPON SALARIES: An employee occupying a position which is reallocated to another classification, the maximum salary for which is less than the maximum salary for the incumbent's present classification, shall continue to receive his/her present salary. An employee occupying a position in a classification, the maximum salary rate for which is reduced, shall continue to receive his/her present salary. Such continuations of present salaries shall each be designated as a "Y" rate. When an employee on a "Y" rate vacates his/her position, subsequent appointments to that position shall be made in accordance with the salary range established by this memorandum of understanding. "Y" rating does not apply in the event of bumping to a lower paid classification as a result of layoff.

When the classification's salary range increases to the level of the employee's "Y" rated salary, the employee will once again be eligible for salary increases through both merit and across the board increases, not to exceed the top step of the salary range.

D. ELIGIBILITY FOR SALARY ADVANCEMENT: Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of his/her classification, except where such employee is in a class for which there is a single rate of pay. Annual advancement shall not be automatic, but shall depend upon the increased value of an employee to the City as reflected by the recommendation of his/her supervisor and his/her department head within a written performance evaluation.

Exceptionally meritorious service shall be considered adequate grounds for consideration for advancement even though such service is of less than one year's duration. Nothing in this section shall be construed as limiting the authority of the City Manager to increase, make no change in, or reduce the salary of any employee in the Classified Service for good and sufficient reasons.

E. PROMOTION - EFFECT UPON RATE OF COMPENSATION: Whenever an

employee is promoted to a higher class, they shall be entitled to receive in the new position the nearest higher monthly salary in the salary range which attaches to the higher class and is at least five percent (5.0%) higher than their previous salary.

F. DEMOTION: The rate of compensation to be paid in all cases of demotion, whether voluntary, disciplinary, for incompetence, or in lieu of layoff, shall be determined by the City Manager, based upon the recommendation of the Department Head and the Director of Human Resources.

G. EFFECT OF LEAVE WITHOUT PAY UPON SALARY ADVANCEMENT: An employee who has taken leave of absence without pay for a total of thirty (30) days or more within a given service year shall have his/her anniversary date set back by the time in excess of the thirty days.

Leave of absence for a period totaling less than thirty (30) days in the given service year shall have no effect upon the employee's anniversary date.

7.2. OVERTIME AND COMPENSATION FOR OVERTIME

A. DEFINITIONS: Employees are entitled to overtime compensation for all hours worked in excess of their assigned work schedule.

B. RATE OF COMPENSATION FOR OVERTIME WORKED: Overtime shall be paid either by cash at the rate of one and one-half (1 ½) times the hourly regular rate for each overtime hour worked, or by compensatory time-off accrued at the rate of one and one-half (1 ½) hours per overtime hour worked.

The hourly regular rate shall be computed by dividing annual salary by the normal schedule of total working hours per year, and includes other add-on pays including longevity, bilingual pay and education incentives as well as other pays that may be required by law or by agreement of the parties.

C. FLSA CYCLES: The City has established a twenty-four day 207(k) work period for all eligible fire suppression personnel, regardless of rank, pursuant to the Fair Labor Standards Act (FLSA). Under this twenty-four day FLSA work period (also referred to as 24-day cycle), the FLSA overtime threshold is one hundred and eighty two (182) hours actually worked in the twenty-four day work period. The first twenty-four day work period of Fiscal Year 2022-2023 began at 7:30 AM on June 23, 2022 and ended twenty-four days later on July 16, 2022, and regularly recurs on this basis. Employees assigned to administrative duties are subject to a seven-day FLSA work period pursuant to 207(a) of the FLSA with an overtime threshold of forty hours actually worked per 7-day week. The workweek for employees assigned administrative duties shall begin at 12:01 a.m. Sunday and shall end seven days later at 12:00 a.m. unless otherwise designated by the Fire Chief.

D. COMPENSATORY TIME-OFF: An employee has the right to request overtime

compensation in cash payment or in the form of compensatory time-off. Fire suppression personnel may accrue a maximum of 144 hours of compensatory time-off. Employees working a 40-hour week may accrue a maximum of 100 hours of compensatory time-off. When an employee has reached the maximum number of accrued compensatory time-off hours, overtime compensation shall be paid in cash until the employee's compensatory time-off bank falls below the maximum.

When requesting compensatory time-off (CTO), employees agree to provide notice as required by Fire Department policy.

Employees adhering to the above advance notice schedule shall not be denied their requested accumulated CTO days off unless granting such a request would result in undue disruption of the Department's operations. The City agrees to allow four (4) suppression personnel per shift off on vacation or CTO leave at any one time. In the event two (2) or more employees from the same shift request to use compensatory time on the same date, Management will utilize the process established for Station Bidding to determine which employee(s), if any, may be permitted to use leave time.

For purposes of this section, a duty shift is as defined in Local 188 MOU Article 10 (C).

E. ACCUMULATED COMPENSATORY TIME OFF AT TIME OF SEPARATION: At separation, accumulated and unused compensatory time-off will be paid to the separating employee at the legally-required rate.

F. PROCEDURE GOVERNING OVERTIME: All overtime hours must be approved by the Fire Chief or his/her designated representative.

G. CALL-BACK TIME: An employee called back to work shall be credited with a minimum amount of three (3) hours at the overtime rate.

H. SHIFT HOLDOVERS: Employees who are held over their regular duty shift change time shall be eligible for overtime pay, in six-minute increments, paid at one and one-half times their hourly rate of pay.

I. PART-TIME EMPLOYMENT: Employees who work on a seasonal, part-time, or intermittent basis shall be paid for time actually worked. Any time worked in excess of their regularly scheduled shift will be paid at one and one-half times their hourly rate of pay.

7.3. COMPENSATION LEAVE

Any City employee, who is unable to work because of bodily injury or sickness which occurs while he/she is acting within the course and scope of his/her employment, shall be paid his/her full salary up to a maximum of 52 weeks from the date that he/she is unable to work in accordance with Labor Code Section 4850, subject however, to the following conditions.

A. A return to duty or retirement with pension within said period of time shall automatically terminate the City's liability hereunder.

B. During the time the employee is receiving total temporary disability compensation payment, the City shall make payment in accordance with Labor Code Section 4850 as applicable. If after completion of disability leave, it is determined that a permanent and stationary disability exists, it shall be the City's decision to retire the employee with a 60% sick leave cash-out as final total settlement. This option is in lieu of the PERS credit option described in Section 19.

C. The termination by the City of payments under this Section shall terminate the City's liability hereunder for the payment of full salary. If, within 60 days after the termination of said total temporary disability compensation payments, an employee applies for a hearing before the Workers' Compensation Appeals Board (WCAB), the employee's full salary shall be paid forthwith pending decision by the WCAB, but not to exceed a total of 52 weeks from the beginning of the injury or illness.

D. In the event that it shall be determined from competent medical evidence that it is reasonably probable that an employee absent on compensation leave will not be physically or mentally able to perform the full duties of his/her position, the City shall terminate his/her right to any contribution toward his/her salary. Said employee shall be obligated to immediately apply for a disability pension. The employee's department head shall be responsible for the administration of the provisions hereof, and he/she shall require the employee to submit periodic medical reports and also, if necessary, require the employee to submit to such medical examinations as may be necessary to provide the City with information as to the employee's physical and mental condition. Said employee shall cooperate fully with the City. Upon the employee's date of disability retirement, the employee, upon approval by the City, shall be entitled to receive as final total settlement, a lump sum payment of 60% of his/her sick leave accumulated up to his/her retirement date. This option is in lieu of the PERS credit option described in Section 19.

E. During the time that an employee is disabled by reason of bodily injury or sickness resulting from the course and scope of his/her employment, neither his/her vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period.

F. An employee absent from duty under this Section shall have such absence considered as "service" for purposes of computing rate of sick leave and vacation leave.

G. In the event that an employee's injury or sickness results from the carelessness or negligence of a third party, the City of Richmond shall have the same right of subrogation for reimbursement of salary paid as does the City's compensation carrier under the Labor Code of the State of California.

H. In case a dispute arises by reason of the provisions of this Section, the City Manager shall have the right to make such investigation as he/she deems advisable, and he/she shall

determine the issue.

8. BILINGUAL PAY

A. The City recognizes the diversity of the community. To this extent, the purpose of the bilingual pay is to ensure that Fire Department personnel are able to communicate effectively so that language barriers will not serve as an impediment to carrying out the mission of the Fire Department.

B. The Fire Department will pay 2% bilingual pay to those specified members who meet the following qualifications:

1. Be able to successfully pass an oral interview by a person(s) chosen by the Human Resources Department. The interviewer(s) will be looking for proficiency in speaking and interpreting the language.

2. Languages qualifying for bi-lingual pay are:

Spanish
Vietnamese
Laotian
American Sign Language

3. An additional pay form will be submitted to the Human Resources Department requesting bilingual pay. The Director of Human Resources can add additional languages that are eligible to receive this differential, based on the needs of the Fire Department. The Fire Department would need to justify their need to pay a bilingual differential for a language not delineated above.

9. INDIRECT PAY ALLOWANCES

A. Acting Pay

The Fire Department may, in its sole discretion, assign members to perform the work of members in higher classifications. Such assignments shall be for a specific period of time. This assignment and the period of time for it, shall be specified on the daily roster. After successful participation in the department's Certification for Acting Program OR while certified on an appropriate, unexpired promotional list, assigned members shall be paid at the rate of the higher classification for each five consecutive hours or longer worked thereafter in the higher classification. The department has the prerogative to return such members to their former classification at any time.

Members who have not been certified by the department's Certification for Acting Program, but are deemed qualified to act, will receive acting pay from the first hour that they serve in the acting capacity, when required to act in a higher classification. Such

requirement must be made by the Chief or his or her designee.

FIRE DEPARTMENT PROGRAM ON CERTIFICATION FOR ACTING PAY

1. PURPOSE. This section establishes the departmental program and policies which relate to members of the Local 188 bargaining unit acting in higher classifications and pay for such work. It is intended to be read and administered in a manner consistent with EEO/AA principles. It is not intended, and shall not be construed to limit the Department's ability to assign "acting" responsibilities to management or other non-unit personnel.

2. ACTING PAY. Acting pay for unit members shall only be awarded for qualifying work in a higher classification for periods of five or more consecutive hours, after the employee has been assigned three shifts (fire suppression personnel) or six working days (for employees working a forty-hour week) as described in Section 9.A. of this agreement. Unit members shall not receive acting pay for work in a higher classification without first having been certified for acting pay in that classification under the provisions of this program or certified on an appropriate, unexpired promotional list.

From time to time, situations may arise when no certified (either by department qualifications or on a promotional list) individuals are available to act in a higher classification. During these short-term periods, the department may use a firefighter or engineer who does not regularly act in higher classifications to fill a vacant position. On these occasions the department will pay acting pay from the first hour of acting in the higher classification.

3. REQUIREMENTS. Unit members must have permanent status in an appropriate Richmond Fire Department rank and possess at least the following years of full-time paid experience in an organized fire department prior to applying for acting certification:

Acting Classification Experience Requirement to Apply

- Fire Engineer.....2 years as a Fire Fighter
- Fire Captain..... 3 years as a Fire Fighter or Fire Engineer
- Battalion Chief.....2 years as a Fire Captain

4. ACTING CERTIFICATION PROCESS. The four phases of the departmental process for acting certification include:

a. Application. Members must apply personally by memorandum to the Director of Training to enter the departmental process for acting certification.

b. Qualifying Examination. Applicants must pass a qualifying examination. Applicants will be provided appropriate study guide material in advance of the examination by the Director of Training who shall administer the examination at a time and place mutually agreeable to the applicant and the Director of Training. The general nature of qualifying examinations shall be subject to meeting and conferring between Local 188 and management (fire and personnel). A pass or fail grade shall be assigned to each

completed qualifying examination as an entirety. Applicants who fail the qualifying examination may try again following a suitable preparation period as mutually agreed upon by the applicant and Director of Training. Applicants who pass the qualifying examination shall be advanced to the evaluation phase.

c. Acting Evaluation. The evaluation phase is a period of intensive personal evaluation of the applicant in an acting capacity extending over a period of not less than nine shifts or 18 work days. Where practical this evaluation period will consist of consecutive normal shifts or work days. During this evaluation period the applicant's supervisor shall endeavor to daily inform the applicant concerning his or her progress to include significant strengths and weaknesses and to render a progress review at the end of the first three shifts or six work days and a final review at the end of the evaluation period. Applicants receiving a satisfactory or higher progress review at the end of three shifts or six work days will be placed in temporary acting pay status by means of a Personnel Action form for the purpose of awarding acting pay. Applicants who fail to satisfactorily pass either the progress or final evaluation reviews will be referred to the next higher level of supervision for remedial counseling. Following remedial counseling and/or training mutually agreed upon by the applicant and counselor, the applicant may again start the acting evaluation phase and shall not be entitled to acting pay until receiving a satisfactory or higher progress review at the end of three shifts or six work days.

During the term of this MOU, the Fire Department will create a new Acting Evaluation policy, for the purposes of streamlining the process outlined above. The Fire Department agrees to meet and confer with the Union regarding the new policy. If agreement cannot be reached between the Fire department and the Union regarding a new policy, then the language above in paragraph c, will remain in effect.

d. Acting Certification. Applicants receiving a satisfactory or higher final review upon completion of the evaluation phase shall be certified by the Department to act in that higher classification. This certification shall be permanent subject only to revocation for specific reason disclosed to the member by the Department subject to final review by the Fire Chief should the member so request. Members approved for acting pay prior to adoption of this program shall be certified by the Department to act in that higher classification. The Department shall maintain a current listing of all members certified to act.

5. ACTING ASSIGNMENTS WITH A PROMOTION LIST. Upon receipt of certified results of a promotional examination, shift battalion chiefs shall establish an acting assignment schedule. This schedule will prioritize the assignment of acting service based on departmental service seniority in order of those in the "A" band, "B" band, "C" band, and any others certified to act as needed to fit a rotational policy limiting such members to nine consecutive shifts or 18 work days in an acting capacity. Supervisors shall monitor the hours each individual is in an acting capacity to endeavor to assure an equitable distribution of opportunity to act.

6. ACTING ASSIGNMENTS WITHOUT A PROMOTION LIST. In the absence of an active promotion list, shift battalion chiefs shall rotate acting assignments among those individuals

certified to act in the higher classification. Shift Battalion Chiefs shall endeavor to base the rotation on an individual's departmental service seniority.

Should any member so assigned and working in a higher classification incur any injury or illness which involves lost time during such assignment, he or she shall revert immediately to the regular classification and shall not receive acting pay for any time not actually worked; provided, however, that a member so assigned and working who incurs an industrial injury or illness shall be paid at the rate due the higher classification for time lost during the remainder of the period of the specific assignment only.

B. Uniform Allowance

Bargaining unit members shall receive an allowance of \$800.00 per fiscal year. Half of this allowance shall be paid on June 16th and the remaining half paid on December 16th for the purchase and maintenance of required uniforms, including footwear. To qualify for either or both of the semi-annual allotments, members must be employees of record on the date of payment.

C. SUPPLEMENTAL PAY

1. **ADVANCED SKILLS INCENTIVE:** Effective January 1, 2014, an employee trained and certified in the following advanced skills received a 5% incentive pay: Hazardous Material Technician, Hazardous Materials Specialist, Marine Response training or Advanced Rescue Training. On January 1, 2018, the 5% advanced skills incentive was rolled into the base salaries for the Firefighter, Fire Engineer, Fire Captain, Fire Inspector I & II and Deputy Fire Marshal job classifications.

2. **LONGEVITY.** An employee with 5 years of service with the Richmond Fire Department shall receive an additional 2% above regular salary. Employees with 10 years of service shall receive an additional 2.5% above regular salary for a total of 4.5%. Employees with 25 years of service with the Richmond Fire Department shall receive an additional 4.5% above regular salary for a total of 9%.

3. **HAZARDOUS MATERIALS RESPONSE TEAM:** Six bargaining unit members per shift received a HAZMAT differential. As of January 1, 2014, this differential was referred to as Advanced Skills Incentive. On January 1, 2018, the Advanced Skills Incentive was rolled into base salary as noted above in section C.1.

4. **EMT 135 CERTIFICATION:** The Fire Department paid a 1.5% incentive for advanced EMT training to all IAFF Local 188 members to achieve the EMT 135 Certification. This differential was in addition to the 4.0% EMT differential previously received by employees covered by this MOU that was rolled into base salaries as noted above in section C.1.a. On January 1, 2018, the 1.5% EMT 135 Certification differential was rolled into the base salaries of the Firefighter, Fire Engineer, Fire Captain, Fire Inspector I & II and Deputy Fire Marshal job classifications.

5. Education Incentive

- a. An employee will receive 2.5% above regular salary for the following degrees or certifications effective the first full pay period in January, 2023:

- Associate of Arts Degree
- Associate of Science Degree
- Bachelor of Arts Degree
- Bachelor of Science Degree
- Company Officer Certification
- Chief Officer Certification

Degrees must be from an accredited community college, college, or university. An employee is only eligible to receive the incentive for one degree and/or certification. An employee possessing multiple degrees and/or certifications shall only receive a single 2.5% incentive. Employees who become eligible in the future will receive the incentive pay prospectively.

- b. Effective the first full pay period in January, 2024, the incentive for the following degrees and certification will increase from 2.5% to 5.0% of regular salary:

- Bachelor of Arts Degree
- Bachelor of Science Degree
- Chief Officer Certification

An employee will only be eligible to receive one incentive pay up to 5.0%. An employee possessing multiple degrees and/or certifications will be eligible for the most valuable incentive. For example, an employee possessing a Company Officer Certification and a Bachelor of Arts Degree will receive a 5.0% incentive. Employees who become eligible after January 1, 2024 will receive the incentive pay prospectively.

- c. Effective the first full pay period in January, 2025, an employee possessing a Firefighter II certification will receive 2.5% above regular salary. Employees who become eligible after January 1, 2025 will receive the incentive pay prospectively. An employee will continue to eligible to receive one incentive pay at 2.5% as described in paragraph (a) above or one incentive pay at 5.0% as described in paragraph (b) above. An employee possessing multiple degrees and/or certifications will be eligible for the most valuable incentive as described in that paragraph. When combined with the incentive for Firefighter II provided in this paragraph (c), an employee possessing Firefighter II Certification and a Bachelor of Arts degree will receive a 7.5% incentive while an employee possessing a Firefighter II and an Associate degree will receive a 5.0% incentive.
- d. The City will initiate education incentive pay described in paragraphs (a), (b) and (c) above the first full pay period after the Human Resources Department receives an Additional Pay Form and written proof of a qualifying degree or certification.

10. HOURS

A. DUTY CYCLE: A duty cycle shall consist of eight (8) twenty-four hour duty shifts within a 24-consecutive day period.

B. DUTY SHIFT: A duty shift shall consist of twenty-four hours commencing at 7:30 a.m., and ending at 7:30 a.m., the day following.

C. DUTY DAYS: The normal duty shift for fire fighting employees engaged in fire suppression activities shall be considered to be two (2) consecutive duty days within twenty-four hours, one of which shall be of ten hours length, beginning at 7:30 a.m., and ending at 5:30 p.m., the second of which shall be of fourteen hours length, beginning at 5:30 p.m., and ending at 7:30 a.m., of the following day. This shall be in accordance with the detailed duty schedule maintained by the Fire Department.

D. The normal work week for non fire fighting employees covered by this agreement shall be forty (40) hours, Monday through Friday.

E. Nothing herein shall prevent the City Council from directing the City Manager to (1) reduce the workforce, and/or (2) reduce the normal or traditional hours of work because of a shortage of work, lack of funds, or material change in duties or organization. Consistent with State law, any reductions would be subject to meet and confer with the bargaining unit to discuss its impact on the employees covered under this Agreement.

10.1 FIRE INSPECTORS/INVESTIGATORS ALTERNATE WORK SCHEDULE AND "STANDBY" ASSIGNMENTS (TWO-WEEK CYCLE)

1. ON DUTY

SCHEDULE: The work cycle would be two (2) weeks in length and would consist of eight (8) nine (9)-hour days and one (1) eight (8)-hour day and one day off.

The work day will start at 8:00 a.m. and end at 5:30 p.m. with one (1) half (½) hour lunch break.

When a day-off falls on a holiday, the day-off will be taken the day before the holiday if the holiday falls on a Tuesday through Friday. If the holiday falls on a Monday, the day after the holiday will be the Inspector's day-off.

When an eight (8)-hour holiday falls on a Fire Inspector's nine (9)-hour regular day-off, he/she must use one (1) hour of CTO or vacation time to make up the additional hour.

Trading days-off will be allowed when approved by the Fire Marshal.

Vacation, sick leave and compensatory time-off will be taken in nine (9)-hour days.

Each participant shall select, according to seniority within class, a specific day within the two (2)-week period as their assigned day-off. For the purpose of seniority, the time served within the rank of Fire Inspector and time served within the rank of Fire Captain will be considered equivalent.

The Fire Department and the Union agree that the employees covered by this MOU section, can also work a 4/10 schedule, at the discretion of the Fire Chief. All requirements associated with the 9/80 schedule outlined above, also apply to employees on a 4/10 schedule.

Minimum staffing will be determined by the Fire Marshal.

2. OFF DUTY

ASSIGNMENTS: Fire Investigation callback after regular working hours will be as follows: for one (1) week periods [seven (7) days], one (1) Fire Investigator will be designated as “On Call” for the purpose of conducting a fire scene investigation.

The “On Call” Fire Investigator will be available by pager and cell phone communication outside regular working hours. When notified by Fire Dispatch for the need of an investigator, “on call” personnel must notify Fire Dispatch as soon as possible, of their expected arrival time and respond to the fire scene immediately.

COMPENSATION: Investigators assigned to “On Call” duty during any consecutive seven (7)-day period shall be paid an additional 12 hours at straight time. If an investigator is not available for duty during any portion of the seven (7)-day period due to illness or other reason, 1.7 hours shall be deducted for each portion of the day he/she is not available. In such cases, the Fire Marshall will designate the “on call” Inspector for that day, who will receive 1.7 hours pay at straight time.

During the week of “On Call” status if the investigator is called back for an investigation, he/she will be paid at the rate of one and one half (1 ½) times for the amount of time worked over and above the “On Call” time.

Investigators who are not “On Call” status and are called back for an investigation will receive a minimum of three (3) hours pay at one and one half (1 ½) rate as described in Article 7.2(F) of this MOU.

11. ATTENDANCE

Employees covered under this Agreement shall be in-attendance at their work in accordance with the rules governing hours of work, holidays, and leaves. The Fire Department shall keep daily attendance records of employees which shall be reported on the payrolls. Absence without leave may be cause for disciplinary action.

Absence without leave, for three consecutive days shall be deemed job

abandonment and shall be an automatic resignation as of the last date on which the employee worked. The City will make the following attempts to contact such employees: first class mail; registered mail; and phone calls to their last known address and emergency contact person, if known. If the City receives no response and has not been contacted by the employee, the employee will be considered as having resigned.

If the employee or an authorized representative of the employee contacts the City within 30 calendar days of the date of resignation requesting reinstatement, the City will, on a case by case basis, review the circumstances of the employee's absence and decide whether or not to reinstate the employee. This provision in no way limits the discretion of the City to discipline an employee for his or her absence without leave.

12. LEAVES OF ABSENCE

For purposes of this Article, when referred to herein the term “Registered Domestic Partner” shall mean a person who meets the criteria specified in Section 297 of the Family Code of the State of California and who is duly registered as such by the California Secretary of State’s Office.

A. The following shall be considered as normal types of leaves of absence.

- | | |
|------------------------------|--------------------|
| Leave of Absence Without Pay | Compensation Leave |
| Leave of Absence With Pay | Vacation Leave |
| Sick Leave | Military Leave |
| Family Sick Leave | Parental Leave |
| Bereavement Leave | |

B. LEAVE OF ABSENCE WITHOUT PAY

ONE YEAR: Upon an employee's request, the City Manager shall have the authority to grant a leave of absence without pay for a period not to exceed one (1) year.

OVER THREE DAYS: No employee shall be granted a leave of absence without pay for a period in excess of three (3) days for 40 hour a week employees or three duty days (for 56 hour employees) unless:

- (1) he/she makes a written request of the Department Head, stating the reason(s),
- (2) the Department Head recommends it,
- (3) the Director of Human Resources recommends favorable action by the City Manager, and
- (4) the City Manager approves it.

LESS THAN THREE DAYS: A request for a leave of absence without pay for a period of three days or less (40-hour employees), three duty days or less (56 hour employees) may be granted to an employee by the Department Head.

Failure on the part of the bargaining unit members to report promptly at the expiration of their leave may be considered as cause for disciplinary action or discharge.

C. LEAVE OF ABSENCE WITH PAY

The City Manager, upon the recommendation of the Fire Chief and the Director of Human Resources, shall have the authority to grant leave of absence with pay. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except that where a leave of absence with pay is to extend for a period of more than two calendar weeks, it shall require specific City Council approval.

D. SICK LEAVE

(1). Each employee shall accrue sick leave credits at the rate of eight (8) hours a month for 40 hour a week employees and 12 hours a month for 56 hour a week employees, per month of service beginning 30 calendar days immediately following original appointment. There shall be no limit on the number of sick leave days that an employee may accumulate.

Sick leave may be used in increments of 6 minutes or more.

All employees in the Classified Service shall be entitled to sick leave as specified in the preceding paragraph except the following:

(a). Employees who work on an intermittent or part-time basis and who have worked less than half-time in the preceding calendar year.

(b). Employees who work on a seasonal basis or employees other than regular employees who work on a limited-term appointment, including but not limited to relieving another employee on sick leave or injury leave.

(2). **FAMILY SICK LEAVE:** A bargaining unit member may use sick leave for illness or injury to a member(s) of his/her family as provided by law. For purposes of this section, family member is defined as child, parent (or parent-in-law), spouse or domestic partner, grandparent, grandchild, sibling, or designated person. Such usage of sick leave shall be within the amounts specified in Section 12.D.

(3). **TYPES OF MEDICAL CARE QUALIFYING FOR SICK LEAVE:** Sick leave properly may be used for the following or similar purposes: illness, non-job related disability, dental care, diagnosis, employee assistance therapy and medical therapy when requested or ordered by competent medical or dental authority, and family illness as indicated in the preceding paragraph.

(4). DOCTOR'S CERTIFICATE OF DISABILITY: A doctor's certificate of disability must be furnished on the request of the City Manager, the Department Head, or his/her designee. But in any event, a doctor's release to return to work shall be mandatory after seven consecutive calendar days of sick leave.

(5). PAYMENT FOR UNUSED SICK LEAVE: Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option the payment for unused sick leave may be converted to equivalent vacation time. Employees shall express their preference no later than January 15 each year. When an employee elects to receive payment in cash or vacation time, his/her sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.

Any bargaining unit member who retires from City service shall be entitled to receive pay for 60% of his/her accumulated sick leave at the effective date of his/her retirement.

The spouse or registered domestic partner of any employee who dies due to a work-related illness shall receive pay for 50% of the accumulated sick leave of the deceased employee.

E. Bereavement Leave

Employees working in a regular full time or regular part time City established position shall be eligible for the bereavement leave provisions specified below.

(1) In the case of a death within the immediate family of an eligible City employee, that employee shall have a right to leave of absence with full pay to a maximum period of four (4) consecutive workdays for 40 hour a week employees (pro-rated for regular part time employees) and two consecutive 24 hour work shifts (for 56 hour a week employees) for each such death. Such leave must have one or more of these purposes: making arrangements for burial services; enabling employee and family members to recover from emotional upsets; and settling property, estate and similar problems. Immediate family members include husband, wife, parents, children, brothers, sisters, aunts, uncles, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, the employee's Registered Domestic Partner, the children of the employee's Registered Domestic Partner, and the parents and siblings of the employee's Registered Domestic Partner.

(2) For purposes of this Article, "immediate family members" shall include minors living as a member of the family.

(3) One (1) day of bereavement leave is available to attend services for

relatives not meeting the definition of "immediate family" as listed above. These would include nieces, nephews, and cousins.

(4) Absence by eligible employees to attend burial services for persons other than immediate family or relatives as described above, shall be either as compensatory time off, in no-pay status, or as vacation in amounts needed.

F. Parental Leave

(1) All natural mothers shall be granted a leave of absence without pay for a period up to four (4) months. An additional two (2) months shall be granted with appropriate medical documentation.

During this leave, the City will continue to pay the premium for her medical plan and long term disability plan, subject to policy rules and regulations.

(2) All fathers or adoptive parents shall be granted thirty (30) days' leave without pay commencing one week prior to the birth or adoption of a child, during which time the City will continue to pay the premium for the employee's medical plan.

(3) All parents granted a leave of absence as described above, shall receive one week's paid leave for 40 hour a week employees as part of their parental leave. Fifty six hour a week employees shall receive two and a half (2 1/2) twenty four (24) hour shifts.

The City and Union agree to meet and confer regarding a Citywide policy on or around August 1, 2023 limited to the Union's maternity proposal from the 2022 labor negotiation. This will enable the City time to research options, develop information requested by the City Council concerning this issue and develop a comprehensive Citywide approach to this issue.

G. FAMILY AND MEDICAL CARE LEAVE: Pursuant to State and Federal law, the City will provide family and medical leave for eligible employees. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "leave" under this section shall mean leave pursuant to the FMLA and the CFRA.

(1). Amount of Leave: Eligible members are entitled to a total of 12 workweeks of leave during any 12 month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12 month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave under this provision, the City will look back over

the previous 12 month period to determine how much leave has already been used under this provision and determine the balance available.

(2). Use of Other Accrued Leaves While on Leave: If a member requests leave for his/her own serious health condition, the member must also exhaust sick leave concurrently with the leave.

(3.) While the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child), the employee shall inform his/her supervisor, in writing, as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

13. VACATION

A. Each regular full time employee shall be eligible for vacation leave as described in the following sections. The purpose of annual vacation leave is to enable each eligible employee annually to return to his/her work mentally refreshed.

The only employees who are not covered by this section are: employees who work on an intermittent basis, and who have worked less than half-time in the preceding calendar year; employees who work on a part-time basis, and who have worked less than half-time in the preceding calendar year; and employees who work on a seasonal basis, or employees, other than regular employees, who work only on a limited-term appointment, including but not limited to replacing another employee on sick leave, injury leave, or maternity leave.

B. Each employee working on a full time basis shall accrue vacation at the rates specified below beginning with the date of original appointment. Vacation accrual shall be based on seniority. The accrual rate shall be as follows:

YEARS OF SERVICE	56 HR. EMPLOYEES	40 HR. EMPLOYEES
0-5 Years:	6 Shifts	12 Days
5+ - 20 Years:	9 Shifts	18 Days
20+ - 25 Years:	12 Shifts	24 Days
25+ Years:	13 Shifts	26 Days

Vacation Reserve: No employee in the bargaining unit shall accumulate more than the equivalent of two times their annual vacation accrual plus 112 hours. At any time during the year when two times the vacation accrual plus 112 hours are accrued, the

employee will cease earning vacation until the employee has utilized vacation and their balance has fallen below their maximum accrual. Each time the maximum accrual is reached, the employee shall stop accruing additional vacation. There will be no exceptions or waivers of the vacation accrual limit. The Department shall schedule vacation off, on or before an employee reached their vacation accrual maximum.

An employee on 4850 leave may accrue up to one additional year of vacation accrual, for a maximum of three times their annual vacation accrual plus 112 hours.

Upon return to work from 4850 leave, for a period of time not to exceed six months 1) the employee's vacation accrual maximum will be three times their annual vacation accrual plus 112 hours and 2) employee may accrue additional vacation over that cap during that six month period of time. After that six-month period, the employee shall cease to earn additional vacation if they are above the two annual vacation periods plus 112 hours limitation.

C. Limitations on Vacation Leave: No employee shall take more than the equivalent of one annual vacation period in any one calendar year, except when vacation has been deferred at the request or order of the department head and approved by the City Manager in the best interests of the City government and the employee.

Each employee working full-time in a regularly established, continuing position in the Classified Service normally must have served one year continuously in order to be eligible for vacation leave. When unusual needs exist and after proper formal approval has been obtained, an employee, after six months of continuous service, may be permitted to take accumulated vacation.

D. Vacation which has been deferred at the request or order of the department head and approved by the City Manager is excluded from the preceding provisions of this section. Requests for deferring vacation must be presented to the City Manager before October 30 of any calendar year.

E. Generally, vacation shall be used in increments of not less than two (2) consecutive duty shifts. However, an employee may use vacation leave in lesser amounts when authorized to do so in writing by the Fire Chief. Such lesser amounts shall not be less than one-half shift increments.

F. Effects of Holidays Upon Vacation Leave: (This language is applicable to non-fire suppression personnel working a 40-hour work week only). In the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave and vacation leave shall be extended accordingly.

G. TIMES AT WHICH VACATION LEAVE SHALL BE TAKEN: The times at which an employee shall take his/her vacation leave during the calendar year shall be determined by the Fire Chief or his/her designee, with due regard for the wishes of the employee and particular regard for the needs of the service. However, the Fire Chief must ensure that

each employee uses his or her vacation leave within the calendar year unless that employee requests and obtains postponement.

H. EFFECTS OF EXTENDED MILITARY LEAVE UPON VACATION LEAVE: For the purpose of determining length of service, time spent on military leave from City service shall be counted as time spent in the service of the City.

I. COMPENSATION FOR DEFERRED OR OTHER UNUSED VACATION LEAVE. If an employee is terminated from employment, or is granted an extended military leave, such employee or his/her estate shall be paid for all unused vacation.

J. VACATION AMOUNTS AT TERMINATION OF ACTIVE EMPLOYMENT. Following termination of active employment for whatever cause, the City government shall pay to the employee or to the estate such vacation as was due to the employee at termination. Payment by the City government to the employee or the estate shall be in one payment at approximately the time of termination of active employment.

K. For the purpose of calculating sick and vacation accruals for part-time personnel, any time compensated as sick leave or vacation shall be considered as time worked. Less than full-time employees will advance to higher levels of leave accrual rates when their cumulative time worked, during years that qualify for the accrual of leave benefits, equals the time required for full-time employees to advance to higher accrual rates.

L. RATE AT WHICH VACATION LEAVE SHALL ACCRUE FOR OTHER THAN FULL-TIME EMPLOYEES. Each employee working on an intermittent or part-time basis and who has worked 50% or more of the annually scheduled working hours in the preceding calendar year without a termination of employment shall be entitled to a prorated vacation leave based upon his/her date of employment, upon the number of calendar years in which service has been rendered, and upon the actual amount of time worked in the preceding calendar years.

14. MILITARY LEAVE

A. Military leave shall be granted in accordance with the provisions of California State law. All employees entitled to and taking military leave shall give the department head the right within the limits of military necessity and regulations to determine when such leave shall be taken. If the employee applies to the Public Employee Retirement System for PERS credit, and is approved, the City will make the necessary contributions as if the employee had been receiving full City paid salary while on extended active duty, for a period up to twelve months.

B. No person shall be appointed permanently to a position from which another is on military leave, provided that nothing contained in this section shall prevent an employee originally appointed to a military leave vacancy from obtaining a permanent appointment to another position in the same class in the event a vacancy shall occur through death, retirement, resignation, promotion, demotion, transfer or other action not related to military leave.

C. When an employee is called for and serves an involuntary extended duty period beyond the normal two week obligation in the military, the City will pay the difference between the employee's extended active duty pay and their base pay for a period of up to 12 months. This will only occur when the employee's City pay is higher than the employee's military pay.

15. LEAVE FOR JURY DUTY

A City employee ordered to jury duty during the employee's regularly scheduled work hours has a right to full pay during actual jury service. The following shall apply:

A. All City employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.

B. City employees shall properly inform the officials who control jury duty of such unusual factor in their City jobs, including workload, as the jury officials might judge to be adequate ground for deferral of or excuse from jury duty.

C. Such jury leave may be based upon, but is not limited to coroner, municipal court, county superior court and federal jury duty.

D. Employees shall pay immediately to the City Government such amounts of money as they receive as a per diem, but shall be entitled to keep such mileage payment as are made to them.

E. Each Department Head must properly notify jury officials when jury service by a subordinate would seriously impair the operation of the department.

F. Each employee shall expeditiously report his/her probable absence for jury duty, and must immediately report the termination of active jury service.

G. If an employee is ordered to report to jury duty before 10:00 am on a day immediately following an on-duty shift, the employee may request to have the night shift off (i.e. will be released from work at 5:30 pm) on the evening immediately preceding the requirement to report to jury duty. In order for the employee to be eligible to have the night shift off, the employee must have confirmed the requirement to report to jury duty. This means that the employee must call the court and have been ordered to report to jury duty on the day immediately following the request to have the night shift off.

16. CERTAIN COURT APPEARANCES

A. Employees occasionally are required, by subpoena or otherwise, to be present at court proceedings in connection with their City employment. Such court appearances shall be in full duty status. Employees are entitled, through normal administrative

procedures, to payment by the City government for out of pocket expenses.

B. Employees required, by subpoena or otherwise, to be present in court not in connection with their City employment shall make court appearances either in no pay status or on vacation time.

17. HEALTH BENEFITS

For purposes of this Article, when referred to herein the term “Registered Domestic Partner” shall mean a person who meets the criteria specified in Section 297 of the Family Code of the State of California and who is duly registered as such by the California Secretary of State’s Office.

A. Medical Plans:

The City shall contract with the California Public Employees Retirement System (PERS) Health Benefits Program to provide medical insurance for all active employees, retirees and eligible survivors (including those in the City of Richmond Safety Pension Fund) of retirees. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the rules promulgated by PERS. Unless prohibited by PERS or by law, the medical plan coverage described herein shall apply to persons retired.

The City shall pay \$20.00 per month to PERS on behalf of each active employee participating in a health plan. In the event PERS requires a minimum employer payment in excess of \$20.00 per month, the City shall pay the additional amount. The City shall pay \$2.00 per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes with PERS for coverage. This amount on behalf of retirees or their eligible survivors shall be increased annually, at the minimum rate required by PERS.

B. Active Employees Benefit Account:

In addition to the contributions listed above, the City shall establish a Benefits Account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the City. All such employees shall receive monthly contributions from the City into their benefit account. That amount, coupled with the \$20 described in 17.A. shall not exceed the amount of premium for the Kaiser North Rate for the applicable level of coverage. Contributions shall be made based on single coverage, one dependent, and more than one dependent costs. Where permitted by the plan provider, dependent coverage shall include the employee’s Registered Domestic Partner and the qualified dependent children of an employee’s Registered Domestic Partner. Should the premium for the Kaiser North Rate change during the life of this contract, the City shall change the dollar amount to be paid toward this benefit by the same amount as the premium change. The above premium limit will become effective July 1, 2006.

Employees covered by a plan more expensive than the above referenced second highest plan shall pay the difference between the City's contribution and the plan's premium after January 2001.

The City shall not treat the City contributions of \$20.00 or the Employee Benefit Account as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any Federal, State or local tax liability or penalty that may arise out of the implementation of this section.

C. Active Employee Medical Contribution

Employees in IAFF Local 188 classifications contribute \$125 per month for active employee medical benefits.

D. Retiree Medical: When a retiree or dependents becomes eligible for Medicare benefits, the monthly payments shall be reduced. The retiree medical reimbursement cannot be used for fees imposed by Medicare.

The City will provide retiree medical premiums based on the following chart, and not to exceed 100% of the second highest cost plan premium or the actual cost of the retiree's medical plan:

Years of Service	Percent of Premium*
27 years or more	100%
15 - 26 years	90%

*Percentage of the second highest cost plan for single, double, or more than two dependents coverage.

Retirees eligible for 100%, and covered by a plan more expensive than the second highest cost plan shall pay the difference between the City's contribution and the plan's premium. Retirees eligible for 90%, shall pay the difference between the City's contribution and the actual premium.

Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.

To be eligible for the benefits of this section, the retirees must retire (1) on or after August 1, 1988, and (2) retire within 120 days of separation from the City payroll, and (3) be enrolled in a PERS medical plan offered by the City at the time of separation and thereafter, and (4) be at least 35 years of age with a minimum of 15 years City service.

The payment for retirees set forth above shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS medical program. If in the case of Medicare eligible, the retiree changes the number of dependents, the amount shall be reduced accordingly.

If a retiree qualifying for the benefits above is survived by a spouse who qualified as an annuitant (i.e. is continuing to receive a pension from the City), said surviving spouse shall receive all the benefits described above and is subject to the same administrative procedures.

E. OPEB (RETIREE MEDICAL) CONTRIBUTION: Employees in IAFF Local 188 classifications contribute \$400 per month toward other post-employment benefits (OPEB).

F. HEPATITIS B IMMUNIZATIONS: For those classes covered by this memorandum of understanding, Hepatitis B immunizations and any follow-up treatment required to keep immunizations current, will be provided at City cost.

G. CAFETERIA OPTION:

Bargaining unit members who opt not to use the above medical insurance, and who can document to the City's satisfaction that he/she has group health insurance benefits through a spouses' plan or through another source (e.g., retired military benefits) shall receive a credit of \$200 (\$150 if not eligible for dependent coverage) a month. This option is available upon initial employment and at the annual insurance benefits "open enrollment" period. In the event alternative coverage is lost, the City will allow reinstatement within 30 days of the loss of coverage date to the City's health plan as described in the preceding paragraphs. Bargaining unit members receiving the \$200 credit in lieu of benefits may apply the credit towards the IRS Section 125 Flexible Benefits Plan described in F. below, or receive the \$200 as a taxable addition to their salary.

H. Dental Plan

The City shall contribute the full premium towards group dental plan benefits for employees and dependents including two thousand (\$2,000) lifetime maximum for orthodontics and adult orthodontics coverage. Where permitted by the plan provider, "dependents" shall include the employee's Registered Domestic Partner and qualified dependent children of the employee's Registered Domestic Partner. The maximum dental benefits (except for orthodontics) is one thousand five hundred dollars (\$1,500) a year for the life of this three year Memorandum of Understanding.

I. Vision Plan

The City shall contribute the full premium for a no deductible group vision plan providing for eye exams and new lenses every twelve months and new frames every twenty-four months. Where permitted by the plan provider, "dependents" shall include the employee's Registered Domestic Partner and qualified dependent children of the employee's Registered Domestic Partner.

J. Flexible Benefits Plan

Upon ratification by the Union and the City of this Memorandum of Understanding, the City will establish a Flexible Benefits Plan under the provisions of IRS Section 125, subject to any changes in Federal law or regulations that may occur. The Flexible Benefits Plan will be available to all bargaining unit employees.

Employees may use their own funds on a tax-free basis to participate in the Flexible Benefits Plan. Employees eligible for the credit in lieu of medical insurance may apply those funds towards the Flexible Benefits Plan.

Options available through the Plan are:

1. Medical Premiums
2. Dependent Care
3. Health Care Reimbursement

Any funds applied to options 1-3 would be tax-free.

18. LIFE INSURANCE AND LONG TERM DISABILITY

A. The City shall provide a \$50,000, group life insurance program for regular full time classified employees.

B. The City shall pay the premium for a Long Term Disability program provided by the California Association of Professional Firefighters \$29.50 Safety Group Plan.

19. RETIREMENT PLAN

A. Effective January 1, 2005, the City stopped contributing any portion of the employee's share of CalPERS retirement cost and ceased reporting the value of "EPMC" as special compensation. Employees now pay the full amount of their required PERS contribution pursuant to Internal Revenue Code Section 414 (h) (2).

B. The retirement formula for bargaining unit members designated as "classic" (as determined by CalPERS) is 3%^{@55}. All "classic" members pay the full 12% employee contribution, which is described in more detail below. The retirement formula for bargaining unit members designated as "new" (as determined by CalPERS) is 2.7%^{@57}. All "new" members pay the legally required 50% of the normal cost of their pension.

The Public Employees' Pension Reform Act (PEPRA) calls for employees to pay at least 50% of normal pension cost. The maximum contribution that can be imposed on safety is 12%. As a result, classic employees began paying 12% on September 1, 2015. If the law

is modified, repealed, and/or amended, and the City is not legally mandated to require safety members to pay 50% of normal pension cost, the City agrees that the additional 3% in pension cost that Local 188 classic members are contributing, will revert to salary for all members.

C. Members of the bargaining unit may apply for military service credit directly to PERS.

D. Members of the bargaining unit upon retirement may have their sick leave balance credited towards years of service.

20. OCCUPATIONAL HEALTH, SAFETY, AND WELLNESS PROGRAMS

A. Safety Training

Mandatory safety training will be conducted for all staff, targeted to specific classifications and positions.

B. Stress Reduction

The City will make stress reduction programs available to all employees.

21. LAYOFFS AND EFFECTS

A. Order of Layoffs

The order of layoffs of employees with permanent appointments in the class shall be in the reverse order of total cumulative time served within that class upon the established date for the layoff to become effective. In the event two or more individuals were appointed to rank on the same day, total cumulative City time shall be used to determine lay-off. If total cumulative City time is identical, the deadlock will be broken by a coin toss. Representatives of the Union and management will conduct the toss.

No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional and probationary employees in that class have first been terminated.

B. Bumping

Employees laid off as in "A." above, will "bump" to the next lower classification that they have held in a permanent status, provided that the amount of time the employee has served in the Fire Department exceeds the amount of time served of at least one other employee in that classification.

C. Severance Pay

A permanent employee, engaged in fire suppression, who is laid off due to reduction in force, as outlined in the Personnel Rules, shall be entitled to severance pay in the amount of three shifts (pro-rated if part time) of unused sick leave for each year of continuous service up to a maximum of 15 shift's pay. Employees covered by this agreement and working a 40 hour week shall be entitled to severance pay in the amount of six days (pro-rated if part time) of unused sick leave for each year of continuous service up to a maximum of 30 day's pay. Any such employee who is laid off and subsequently reemployed by the City shall only be entitled to receive severance pay for those work days during which the individual was not in an employment status. Reinstatement from lay off is contingent on the employee first repaying any severance pay he/she is not entitled to. The City will maintain its regular level of contributions towards health and life insurance benefits for one month for any permanent employee who is laid off.

22. RESIGNATION AND RELEASE DURING PROBATIONARY PERIOD

A. An employee wishing to leave the Classified Service in good standing shall file with his/her supervisor at least fourteen (14) days notice before leaving the service, a written resignation stating the effective date and reason(s) for resigning.

If an employee fails to provide such notice and later seeks reinstatement, the employee's failure to provide notice may result in a refusal of reinstatement. The resignation shall be forwarded to the Director of Human Resources with a statement by the Fire Chief or designee evaluating the services of the employee.

B. During the probationary period, any probationary employee may be released at any time by the Fire Chief or designee. Confirming past practice, the parties acknowledge that release from probationary employment is not subject to the grievance procedure.

23. NEPOTISM POLICY

A. For purposes of this Article, immediate family members include husband, wife, parents, children, brothers, sisters, aunts, uncles, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, the employee's Registered Domestic Partner, the children of an employee's Registered Domestic Partner, and the parents and siblings of an employee's Registered Domestic Partner.

B. The Fire Chief has the responsibility and discretion to address claims raised by employees concerning the effect on safety, efficiency and/or morale of members of immediate families:

- (1) being in direct or indirect supervisory relations over each other, or
- (2) reporting to the same supervisor.

During the term of this MOU, the Fire Chief will attempt to resolve any such issues through mechanisms such as changes in shift or assignment, without financial hardship to the employees involved.

24. PROBATIONARY PERIOD

A. The probationary period is a basic part of the employee selection process, and shall be used for: (1) close observation of the employee's work and conduct, (2) securing the most effective adjustment of a new employee to his/her position, and (3) rejecting any probationary employee whose performance clearly does not meet the minimum standards of work production, conduct, fitness and development which are required.

B. All appointments made from eligible lists of permanent positions shall be tentative and subject to a probationary period. Based on the recommendation of the Fire Chief, and with the approval of the Director of Human Resources and the City Manager, continuous temporary service prior to appointment from an appropriate eligible list may be counted as part of the probationary period provided that the temporary service was in the same class and the same position to which the probationary appointment is made. Such probationary period shall be six months for employees who have been promoted from one position to another in the Fire Department and eighteen months for all initial appointments (including time spent as a Firefighter Trainee). The Fire Chief may request, and with the approval of the Director of Human Resources and the City Manager, that a probationer be granted his/her permanent status in less than eighteen months.

C. Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which he/she was appointed, unless charges are filed, and he/she is discharged in the manner provided in Article XIII of the Charter and the Personnel Rules.

D. EFFECT ON LEAVES OF ABSENCE ON PROBATIONARY PERIOD: The probationary period of a given employee shall be extended by the time equal to the time she/he has been on leave of absence, other than vacation, or holiday leave during this probationary period.

25. PROBATIONARY PERFORMANCE REPORTS

A. It shall be the duty of the Fire Chief during the probationary period of each employee in the Department to investigate thoroughly the probationer's adjustment, performance and general acceptability to determine whether or not the probationer is fully qualified for permanent appointment. He/she shall be responsible for reports on the probationer's performance and conduct at the completion of every three calendar months during the probationary period, and within ten days of the end of the probationary period, or more frequently if deemed desirable by the Fire Chief or his/her designee. Such reports will be reviewed with the probationary employee by the rater. The probationary employee shall receive a copy of each report.

B. The final probationary report on each probationary employee shall include the Fire Chief's recommendation to the City Manager either to retain or reject the probationer. Such reports shall be upon forms prescribed by and submitted to the Director of Human Resources.

25.1 PERFORMANCE EVALUATIONS

The City proposes that the Parties continue the current performance evaluation process without change with the recognition that performance evaluations are not subject to challenge via the grievance procedure.

26. HOLIDAYS

A. Bargaining unit members working a forty-hour week shall be allowed a fully paid leave of absence (8 hours) on the following named holidays:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	Fourth Thursday in November and the Friday Following
Christmas Day	December 25
Day before Christmas or New Year's Day	
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May

When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday.

In addition to those holidays listed above, eligible employees shall be:

1. Granted one paid "floating holiday" per calendar year which may be taken at any time during the calendar year subject to the approval of the department head. Said holiday must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year, and

2. Granted two (2) hours additional "floating holiday" time per calendar year, to be administered as in paragraph "1." above.

B. Firefighters working a fifty-six (56) hour week shall receive 12 equal installments of thirteen (13) hours of pay monthly.

The rate at which an employee is compensated for holiday pay pursuant to MOU Section 26 shall be at the regular rate of pay (FLSA rate), and any other special compensation which may be negotiated between the parties.

The thirteen holidays to be reimbursed for include the twelve holidays listed in section 26.A. and the day before Christmas.

27. DAILY STAFFING

The City agrees to constant staffing for seven (7) engine companies and one (1) ladder truck company. Each company shall be staffed with a minimum of three (3) Local 188 positions, consisting of one (1) Captain, one (1) Engineer, and one (1) Firefighter.

The City and Local 188 agree that if unforeseen events (i.e. injuries, unplanned long term absences, etc., above the projected norms) occur, the parties will meet to discuss what, if any, changes may be made to the staffing model outlined above.

28. EXERCISE EQUIPMENT

The City will repair exercise equipment owned by the City and located in City fire stations.

29. COPYING

A new Memorandum of Understanding incorporating the terms and conditions of this settlement will be reproduced by the City within a reasonable period after its signing by both sides. The salary schedule will be included as part of the MOU. Each member of the bargaining unit will receive a copy.

30. DRUG AND ALCOHOL ABUSE TESTING

The Fire Fighters' union and the City agree to utilize the testing protocol agreed to in December 1994, in the event that a member shows evidence of being under the influence of drugs or alcohol on the job.

31. FORMER ORDINANCE LANGUAGE

Ordinance language pertaining to members of the bargaining unit is now included in this Memorandum of Understanding

32. FULL AGREEMENT/ZIPPER CLAUSE

This Agreement constitutes the full agreement between the parties regarding wages, hours, and terms and conditions of employment for bargaining unit members. During the term of this Agreement, the City shall not be required to negotiate over any Union proposal on any matter covered by this Agreement, and the Union shall not be required to negotiate over any of the provisions of this Agreement, except as required by this Agreement or any addendum thereto or as mutually agreed to by the City and the Union.

The City shall retain the right to propose and implement policies and programs and the Union shall retain the right to propose policies and programs, which do not conflict with the provisions of this Agreement, in accordance with the Meyers-Milias-Brown Act.

32. TERM

This Agreement shall be effective from July 1, 2022 through June 30, 2025.

Dated: May 18, 2023

For I.A.F.F. Local 188:

DocuSigned by:


A7F612646BD242B...
Ken Martin
DocuSigned by:


A73BE2A7AB04410...
Mike Velazquez
DocuSigned by:


DE350221B675458...
Carolyn Conry

For City of Richmond:



DocuSigned by:
Jack W. Hughes
DocuSigned by:


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Sharrone Taylor
DocuSigned by:


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Nickie Mastay

APPENDIX A – SALARY SCHEDULE

Effective January 1, 2023 (2% increase)

Classification	Monthly Salary *				
	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter Trainee	\$5,568				
Firefighter	\$8,681	\$9,104	\$9,548	\$10,038	\$10,519
Fire Engineer	\$10,154	\$10,655	\$11,198		
Fire Captain	\$11,676	\$12,253	\$12,878		
Fire Inspector I	\$11,676	\$12,253	\$12,878		
Fire Inspector II	\$12,552	\$13,173	\$13,843		
Deputy Fire Marshal	\$13,813	\$14,504	\$15,229		

**Monthly salary is displayed as rounded figures and is therefore approximate.*

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