

ORIGINAL

City of Pinole

MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and the
International Association of Firefighters Local 1230

July 1, 2013 to June 30, 2017



**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS – LOCAL 1230
MEMORANDUM OF UNDERSTANDING**

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CITY OF PINOLE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1230

MEMORANDUM OF UNDERSTANDING

JULY 1, 2013 TO JUNE 30, 2017

PREAMBLE

This Memorandum of Understanding is entered into this 4th day of November, 2014 by and between the City of Pinole, hereinafter referred to as the CITY, and Local 1230, International Association of Firefighters, hereinafter referred to as the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

DEFINITIONS

1. "City" referred to herein shall be the City of Pinole.
2. "Union" referred to herein shall be the International Association of Firefighters, Local 1230.
3. "Employee" referred to herein shall be full-time employees of the City of Pinole as illustrated in Article 1 of this Memorandum of Understanding.
4. "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

ARTICLE 1. RECOGNITION

1.1 Recognition.

Pursuant to and in accordance with all applicable provisions of the California Government Code Sections 3500 and 3510 as amended, the City recognizes the Union as the majority representative for purposes of Meet and Confer with respect to wages, hours and other terms and conditions of employment. The Union represents the following classes:

Fire Captain
Fire Engineer
Firefighter
Firefighter/Paramedic

City retains its management rights in accordance with Article 2.

ARTICLE 2. MANAGEMENT RIGHTS

2.1 Management Rights.

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to:

- a. The right to determine the mission of the City, including without limitation, the City's agencies, departments, divisions, boards, and commissions;
- b. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
- c. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position (s) within the City;
- d. The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinet systems;
- e. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

- f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
- g. The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;
- h. The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;
- i. The right to schedule and assign work, make reassignments and assign overtime work;
- j. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;
- k. The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;
- l. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully in good faith regarding any City investigation; and
- m. The right to maintain orderly, effective and efficient operations.

ARTICLE 3. DUES DEDUCTION

3.1 Dues Deduction Subject to Authorization.

The City shall deduct, once a month, the amount of Union dues specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. The form of said authorization card must be approved by the City prior to its use. Said deduction shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees or fines.

3.2 Dues Increase/Insufficient Pay.

In the event the Union members vote to increase union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The employee's earnings 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 during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions have priority over Union dues.

3.3 Hold Harmless Clause.

The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Union dues. The Union agrees to refund to the City any amounts paid to it in error of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE 4. UNION REPRESENTATIVES

4.1 Shop Stewards.

The Union may designate at least one employee within each area or department as its steward for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours, and working conditions.

4.2 Time Off for Meet and Confer - Stewards.

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when formally meeting on matters within the scope of representation with City representatives; provided however, that said time is scheduled, and approved by the Fire Chief or his/her designee, so as not to interfere unduly with the workload and job requirements,. Further, that such time afforded under this provision shall be devoted only to matters within the scope of representation.

4.3 Meet and Confer - Committee.

The Union may also designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of two members of said committee shall be afforded reasonable time off during working hours without loss of compensation or other benefits, upon approval by the Fire Chief and/or his/her designee, while formally meeting and conferring within the scope of representation.

4.4 Notification of Supervisor.

Union stewards engaged in such activities shall first obtain approval from the Fire Chief and/or his/her designee before leaving their assigned work areas on such business.

ARTICLE 5. SALARIES AND INCENTIVE PAYS

5.1 Salaries.

Effective April 1, 1996, the method for determining the salaries of each represented classification includes a comparison to each classification in the comparable cities of Albany, Benicia, El Cerrito and Emeryville. The resulting averages of these four cities were compared to the existing salary of each classification in Pinole, as specified in Article 1. The top step of the salary of each represented classification has been adjusted to a rate comparable to the average of the four cities per classification. The salaries illustrated are shown at Step E and found in Attachment A.

a. Effective the first full pay period in which Council approves this MOU and Local 1230 has filed a dismissal with PERB of its *PERS* contributions related unfair labor practice claim in PERB Case No. SF-CE-864-M, employees shall be entitled to a 2.5% wage Increase.

b. Effective July 1, 2015, employees shall receive a 2.5% stipend on the base salary in effect after applying the 2.5% wage increase described in Section 5.1.a, excluding incentives, per paragraph 5.1.a. The stipend excludes step increases that may have occurred subsequent to the effective date of this MOU. However, if an employee is promoted prior to July 1, 2015, the employee will instead receive 2.5% of the applicable base salary following promotion, excluding incentives.

c. Effective July 1, 2016, employees shall receive a 2.5% stipend on the base salary in effect after applying the 2.5% wage increase described in Section 5.1.a, excluding incentives per paragraph 5.1.a. The stipend excludes step increases that may have occurred subsequent to the effective date of this MOU. However, if an employee is promoted prior to July 1, 2016, the employee will instead receive 2.5% of the applicable base salary following promotion, excluding incentives.

5.2 EMS Quality Improvement Coordinator Incentive Pay.

The employee, who is assigned by the Fire Chief to perform the duties of Emergency Medical Services Coordinator, shall be compensated, in addition to his or her normal monthly base salary, an additional amount of \$250 per month. This shall not be included in the hourly rate of pay for overtime purposes.

5.3 EMT 1 Certification Differential Pay

It is State law that all firefighter personnel, regardless of rank, shall possess and maintain their EMT 1 certification. The base salary of each covered classification includes a two percent (2%) EMT 1 Certification Differential Pay. This pay shall be provided as long as the following criteria are met:

- Completion of the course of EMT 1 instruction prescribed by the State of California and past any post-instruction examination; and

- Certification as an EMT by the State of California or agency designated by the State; and
- Completed filing a copy of their certificate with the Fire Chief and with the Human Resources Department.

This incentive is included in the hourly rate of pay and is payable from the first shift of actual work in the month following that during which the employee filed a copy of the employee certification with the appropriate departments as specified above. To continue to be eligible for the salary differential, employees shall:

- Be recertified every two years;
- At all times maintain the employee's certification;
- Comply with such terms and conditions as may be prescribed by the State of California or designated agencies; and
- File a copy of each new certification with the Fire Chief and Human Resources Department.

5.6 Exception to EMT 1 Pay.

EMT 1 Certification Differential Pay applies to all Local 1230 members with the exception of one employee, who is covered by a special exemption by Contra Costa County Emergency Medical Services Agency. This employee will not receive the 2% differential.

ARTICLE 6. MEDICAL INSURANCE

6.1 Medical Insurance Provided.

During the term of the MOU agreement, the City shall provide medical insurance coverage for all represented employees by enrolling them in the CalPERS Health Care Program.

6.2 Medical Insurance Premium.

a. The City shall contribute toward full-time regular employees' health premiums as indicated below:

One-party coverage = \$568.99
 Two-party coverage = \$ \$1,137.98
 Family Coverage = \$1,479.37

b. Effective January 1, 2015, the City's maximum contribution to health insurance premiums shall increase to the 2014 Kaiser rates for each applicable category (1-party, 2-party or family) through December 31, 2015.

c. Effective January 1, 2016, the City's maximum contribution to health insurance premiums shall further increase to the 2015 Kaiser rates for each applicable category (1-party, 2-party or family).

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

6.3 Retiree Medical Insurance.

The City will contribute toward retiree health premiums as follows:

- Existing retirees retain their retiree health contribution rate.
- Employees hired before September 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before September 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.
- Employees hired on or after September 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule). Government Code Section 22893 currently reads as follows:

(a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

| Credited Years of Service | Percentage of Employer Contribution |
|---------------------------------|---|
| 10 | 50 |
| 11 | 55 |
| 12 | 60 |
| 13 | 65 |
| 14 | 70 |
| 15 | 75 |
| 16 | 80 |
| 17 | 85 |
| 18 | 90 |
| 19 | 95 |

This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:

(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employees have made that election.

(b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a), on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only

if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject. The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

6.4 Medical In-Lieu.

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = \$225
- Two-party coverage = \$450
- Family coverage = \$600

Part-time regular employees working at least 20 hours per week shall be entitled to a pro-rated payment based on the percentage of hours regularly scheduled to work in relation to full-time.

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of the medical in-lieu benefit and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage status change. It is the responsibility of the employee to notify Human Resources of any such changes.

Employees receiving medical redirect who intend to retire are responsible for reinstating health care coverage under the PERS plan one year prior to retirement in order to be eligible for health care coverage during retirement, pursuant to current PERS regulations.

ARTICLE 7. DENTAL INSURANCE

7.1 Dental Insurance.

During the term of this agreement, the City agrees to provide dental insurance for each represented employee plus Family coverage if desired. Effective the first full month following Council approval of this MOU and subsequent processing of the change, the City will provide a dental insurance plan with a maximum annual benefit payout of \$1,500 per year. Selection of the carrier shall be at the discretion of the City.

7.2 Orthodontic Insurance.

During the term of this agreement, the City agrees to pay the premium for the employee plus family coverage if desired. Selection of the carrier shall be at the discretion of the City.

ARTICLE 8. LIFE INSURANCE

8.1 Life Insurance.

Upon commencement of this agreement, the City agrees to provide group term life insurance in the amount of \$40,000 per employee in the Fire-Local 1230. Selection of the carrier shall be at the discretion of the City. During the term of this agreement, the City also agrees to pay for all premium increases to life insurance coverage of \$40,000 per year per employee in Fire Local 1230.

8.2 Long-Term Disability Insurance.

The City agrees to pay at its own expense the monthly premium for Long-Term Disability insurance with the California Association of Professional Firefighters Long Term Disability Insurance Program for each represented employee during the term of this agreement.

ARTICLE 9. VISION INSURANCE

9.1 Vision Insurance.

During the term of this agreement and effective the first of the month following contract execution, the City agrees to pay the premium for full family vision care coverage. The City provided plan shall provide for a \$20 co-payment for examination and a \$20 co-payment for materials. Selection of the carrier shall be at the discretion of the City.

ARTICLE 10. EDUCATION INCENTIVE AND CERTIFICATE/DEGREE PAY

10.1 Statement of Purpose.

The City shall provide an educational incentive pay program, the purpose of which is to encourage members of this bargaining unit to avail themselves of educational and training opportunities in fire science or other job related courses of study. Additional compensation will be provided to those fire personnel who qualify.

10.2 Education Incentive Pay.

After completing one (1) year of service with the City, an employee may participate in the Education Incentive Program. To be eligible, an employee must satisfactorily complete three or more semester units in qualifying job-related courses as approved by the Fire Chief and the City Manager.

10.3 Amount of Education Incentive.

Upon completion of the units described above, and with a passing grade of "C" or better, or, if taken on a pass-fail basis, a pass, the employee is eligible to receive \$25 per month incentive pay for the next 12-month period, beginning with the first full pay period immediately following receipt of credit.

10.4 Maximum Amount of Education Pay in a Given Month.

An employee may not receive more than \$25 in Education Incentive Pay in any given month. An employee may, however, re-qualify for education incentive pay in subsequent years by taking three or more semester units in qualifying job-related courses as approved by the Fire Chief and the City Manager.

10.5 Other Provisions.

All education or other training programs approved under this program shall be completed on an employee's own time and expense

10.6 Certificate/Degree Pay.

Qualifying employees shall be entitled to educational incentive pay as specified below:

- | | |
|--|--------------------|
| <input type="checkbox"/> Fire Officer Certificate or 30 units* | \$22.50 per month |
| <input type="checkbox"/> Associate of Arts/Science Degree | \$75.00 per month |
| <input type="checkbox"/> Bachelor of Arts/Science Degree | \$150.00 per month |

* Course must be from accredited public or private educational institutions.

10.7 Eligibility.

To be eligible to receive Educational Incentive/Certificate/Degree Pay listed above, it must not be a requirement of the job, employees must possess and provide verification of units, certificates and/or degrees to the City Human Resources Department. All courses must be part of an approved curriculum at an accredited institution of higher learning that leads to a certificate or degree in fire science, public administration, business administration, or other job related courses of study. The Fire Chief and the City Manager must approve these courses. All represented Union members of the Pinole Fire Department shall be required to have been so employed for a minimum of three (3) years before becoming entitled to receive benefits under this section.

10.8 No Compounding.

The Certificate/Degree Pay shown in Section 10.6 above does not compound. In other words, should an employee receive an FOC, then an AA degree, and finally a BA degree, that employee will be compensated only for the BA degree, based on the above schedule.

ARTICLE 11. PARAMEDIC INCENTIVE PAY

11.1 Statement of Purpose.

The City shall provide a monthly incentive pay program for those employees who have obtained certification as a paramedic as recognized by the Contra Costa County Department of Emergency Medical Services. The purpose of which is to encourage members of this bargaining unit to avail themselves to provide a higher level of medical response to the community. Additional compensation will be provided to those Fire personnel who qualify.

11.2 Firefighter/Paramedic Pay.

The City, at its discretion, may choose to only hire entry-level employees in the Firefighter/Paramedic classification. The pay range has been adjusted to reflect an additional 10% of base salary above the Firefighter classification for each employee in this classification. Maintenance of paramedic certification as recognized by the Contra Costa County Department of Emergency Medical Services shall be a condition of employment for any employee in this classification.

11.3 Firefighter/Paramedic Eligibility.

To be eligible to receive paramedic incentive pay, employees must possess and provide verification of the following within six months of employment to the Fire Chief and Human Resources Department:

- Contra Costa County Emergency Medical Services Paramedic Certificate; and
- California State Paramedic License.

Certification must be current and maintained from Contra Costa County Department of Emergency Medical Services. Employees, who are hired with paramedic certification from another entity, must present validation to the Fire Chief that the certification has reciprocity with Contra Costa County Department of Emergency Services standards.

In addition to the above, the incentive pay will be payable from the first shift of actual work in the first full pay period following submission of the documentation with the Fire Chief and Human Resources Department. Further, the EMT pay incentive will not compound with the Paramedic Incentive Pay.

11.4 Incumbent Employees Who Become Paramedics.

Any incumbent employee, who was hired prior to July 31, 2005 and becomes a paramedic, shall serve a minimum time commitment of five (5) years. These employees shall not be required to maintain paramedic certification as a condition of employment. Employees in this category, who fail to maintain paramedic certification, will automatically be placed in the Firefighter classification and no paramedic pay will be provided therein.

11.5 Incumbent Firefighters Choosing to Withdraw From Firefighter/Paramedic Status.

Any incumbent Firefighter hired prior to July 31, 2005, who becomes a paramedic and decides to withdraw from the paramedic program after his/her five year commitment is fulfilled, shall give the Fire Chief no less than 90 calendar days notice of his/her intention to withdraw. The employee choosing to withdraw from the program will be granted a release at the earliest date possible providing that a minimum of six Firefighter/Paramedics are employed by the City in order to provide the Advanced Life Support (ALS) system as required by the Contra Costa County Emergency Services.

11.6 Incumbent Engineers With Paramedic Certification.

Any incumbent employee in the Engineer classification, who has their State and County paramedic certification, is eligible for the 10% paramedic pay differential. This amount shall not be rolled into base salary, but will be included in their hourly rate for overtime rate purposes.

11.7 Promotion of Firefighter/Paramedic to Engineer.

Any Firefighter/Paramedic who promotes to Engineer shall be required to maintain their paramedic certification for a period of five years. The City through the Fire Chief, will have the sole discretion to determine the composition of paramedic staffing.

ARTICLE 12. DIFFERENTIAL PAY FOR CAPTAINS SERVING AS BATTALION CHIEF

12.1 Statement of Purpose.

The City shall provide an incentive pay program for those employees with the rank of Captain, who have been requested and approved by the Fire Chief to serve as the Battalion Fire Chief in his or her absence. The purpose of this program is to provide an opportunity for Captains to gain additional management experience and to provide overall management coverage of operational and tactical response requirements when the Fire Chief is absent and has so directed. Additional compensation will be provided to those fire personnel who qualify.

12.2 Battalion Chief Differential Pay.

The City shall pay the employee assigned as the Battalion Chief, an additional 10% of their hourly base rate of pay for actual hours worked on a 24-hour shift after the first four hours of each shift serving in this capacity.

12.3 Battalion Chief Incentive Pay Eligibility.

To be eligible for Battalion Chief Differential Pay, an employee must possess a minimum of 48 months of experience as a Captain, State fire officer certification, and a minimum of at least 30 fire science units from an accredited school.

ARTICLE 13. CLOTHING ALLOWANCE

13.1 Statement of Purpose.

The City shall provide a clothing allowance to each represented employee for uniform accessories, and the maintenance thereof. Employees are required to keep uniforms and accessories in a clean and presentable condition.

13.2 Intent.

It is the intent of this Article that clothing allowance shall be paid only in those circumstances in which it can reasonably be expected that the represented employee is, or in the near future will be, available for work requiring the use of uniforms, with the exception of extended vacation leave.

13.3 Clothing Allowance.

The annual clothing allowance for each represented employee shall be \$710 per year. Effective the first full pay period following Council approval, the annual uniform allowance shall be increased by \$50 from \$710 to \$760 per year. Effective July 1, 2015 the annual clothing allowance shall be increased to \$800 per year. The clothing allowance is paid twice annually, one-half (1/2) in June and one-half (1/2) in December. Newly hired employees shall be eligible for a pro-rated start-up uniform allowance.

13.4 Repair and Replacement.

The City agrees to repair or replace uniforms damaged in the line of duty. The Fire Chief shall determine if replacement under this section is warranted.

ARTICLE 14. MINIMUM STAFFING

14.1 Minimum Staffing.

The City will maintain staffing of three (3) personnel assigned to each active Engine Company. The personnel shall consist of one (1) Captain, one (1) Engineer and one (1) Firefighter per active Engine Company. The number of Engine Companies running per day shall be determined by the Fire Chief or his/her designee.

ARTICLE 15. WORK SCHEDULE AND OVERTIME

15.1 Basic Work Schedule.

A duty shift will be a period of 24 consecutive hours. A scheduled rotation will occur after two shifts (48 hours), followed by 96 hours off. This will result in 10 hours of scheduled overtime per 24-day FLSA work period.

Holiday Period: In the event the same shift is scheduled to work both Christmas Eve and Christmas Day in the same year, the shift scheduled to work December 23rd will be exchanged with the shift scheduled to work December 24th, unless this impacts the FLSA cycle. If the FLSA cycle would be impacted by exchanging the shifts scheduled to work December 23rd and 24th, the shift scheduled to work December 25th will be exchanged with the shift scheduled to work December 26th.

Emergency Situations: At any time during a major emergency or disaster, the Chief retains the right to change schedules to meet the needs of the emergency.

Maximum Continuous Duty: The maximum allowable continuous duty hours are capped at 120 hours (mandatory shifts, voluntary shifts & shift trades combined), with a minimum 12-hour period thereafter before the employee returns to duty. An exception to the maximum continuous duty may be approved by the Chief.

Minimum Time Off: Vacation, comp-time, holiday, and sick leave may be scheduled only in blocks of 12 or 24 hours, except as required by state, local or Federal law. The Chief may also approve exceptions to minimum time off.

15.2 Overtime Defined.

Regular Overtime

Regular overtime is defined as any time worked in excess of the regular work schedule based on an average 56-hours workweek within the fourteen (14) day pay period.

FLSA Overtime

FLSA overtime shall be defined as ten (10) hours per twenty-four (24) day work period. The FLSA overtime payment will also include the differential pay between the employee's base salary and "regular rate" of pay, as defined in the FLSA, for all regular overtime hours worked in the work period. All FLSA overtime compensation shall be paid in accordance with the provisions of the Fair Labor Standards Act.

This section (15.2) is not intended to provide overtime compensation for hours picked up through employee arranged shift trades/shift substitutions.

15.3 Overtime Compensation.

Time spent in paid leave status (vacation, sick leave or comp time) shall count toward the hours worked threshold for eligibility for FLSA overtime.

15.4 Unscheduled Call Back Pay.

Employees called out to perform unscheduled work, which results in said employees working in excess of 192 hours in the 24-days period, shall be compensated for at least three (3) hours of pay at the rate of one and one-half times their basic hourly rate commencing at the time the employee reports for work.

ARTICLE 16. SALARY FOR WORK IN HIGHER JOB CLASSIFICATION

16.1 Salary for Work in Higher Job Classification.

In the event an employee is assigned and performs the duties of a higher job classification, said employee shall be paid after the first four (4) hours of such assignment at the lowest step of the salary range for the higher job classification. This step should reflect at least a 5% (five percent) increase from his or her current rate of monthly pay from and including the first hour, provided that the highest step of the salary range for the higher job classification shall not be exceeded.

ARTICLE 17. HOLIDAYS

17.1 Holiday Pay.

All represented shift employees shall receive, in lieu of holiday time off, twelve (12) hours of pay at time and one-half of their basic hourly rate for each holiday set forth in Section 17.2 below, plus three hours of compensation at one and one-half time.

17.2 Holidays Designated.

During the term of this agreement, the recognized holidays shall be as follows:

| | |
|-----------------------------|-------------------------------|
| January 1 | New Year's Day |
| Third Monday in January | Martin Luther King's Birthday |
| Third Monday in February | Washington's Birthday |
| Last Friday in March | Caesar Chavez Day |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| November 11 | Veteran's Day |
| Fourth Thursday in November | Thanksgiving |
| Fourth Friday in November | Day after Thanksgiving |
| December 25 | Christmas |

In addition to the above, employees shall be granted four hours of a floating holiday which will be paid to employees on the first full paid period in December of each year.

In the event any of the aforementioned holidays fall on a Saturday or a Sunday, the preceding Friday or following Monday, respectively shall be considered the holiday for pay purposes.

17.3 Holidays Proclaimed by President or Governor.

Every day proclaimed by the President or Governor as a public fast, Thanksgiving or holiday shall likewise be considered a holiday for pay purposes.

ARTICLE 18. VACATION

18.1 Vacation Accrual.

Employees shall accrue vacation leave at the following rates, to the following maximums, for continuous service performed:

| Years of Service | Hours Accrued Per year | Maximum Accrual (Hrs) |
|------------------------|------------------------|-----------------------|
| 0 to 4 years service | 151 | 302 |
| 5 to 9 years service | 226 | 452 |
| 10 to 14 years service | 265 | 530 |
| 15+ years service | 302 | 604 |

The maximum vacation accrual amount allowed shall be twice the annual entitlement, as shown above. Once an employee reaches their vacation accrual maximum they will no longer accrue vacation leave until such time as they reduce their balance below the cap.

18.2 Unpaid Leave.

In computing vacation time, no vacation leave shall be earned during leaves of absence without pay or during disciplinary actions resulting in unpaid leave.

18.3 Vacation Buy-Back.

An employee with three (3) years of minimum service has the option to buy back fifty-two (52) hours of vacation per calendar year, provided said employee has at least a minimum of 160 hours of vacation accumulated.

ARTICLE 19. SICK LEAVE

19.1 Eligibility.

Sick leave will be accrued on a monthly basis for each month in which a represented employee is in a pay status for at least five 24-hours shifts.

19.2 Sick Leave Rate/Maximum Accrual.

Represented employees shall accrue sick leave at a rate of 18.75 hours per month.

19.3 Notification of Absence.

When an employee finds it necessary to be absent for illness or injury, the employee must notify the shift supervisor of the specific conditions, necessitating the absence of at least one hour prior to the beginning of his or her shift.

19.4 Illness While on Duty.

In the event an employee becomes ill while on duty, the employee shall make every effort to obtain permission to leave work from his or her supervisor after having provided to the supervisor an indication of the specific conditions, necessitating his or her leaving work.

19.5 Lack of Notification.

Sick Leave shall not be granted unless the provisions of Sections 19.3 and 19.4 as outlined above are met, except that the Fire Chief may grant an exception to these provisions upon reasonable proof of extenuating circumstances.

19.6 Other Requirements.

Except as provided above, other provisions regarding sick leave use shall be provided in the City Personnel Rules.

ARTICLE 20. BEREAVEMENT LEAVE

20.1 Bereavement Leave.

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Fire Chief, three (3) additional days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Fire Chief prior to the time set to begin his/her next shift.

For purposes of this section immediate family shall be defined to include spouse or registered domestic partner, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

ARTICLE 21. PUBLIC EMPLOYEE RETIREMENT SYSTEM

21.1 Public Safety Plan Defined.

The City currently participates through a contract with the Public Employees Retirement System (CalPERS). For Public Safety Employees, the contract offers the following options:

Retirement Plan Employees hired on or before December 31, 2012

- **Military Buy Back**
The choice to participate in the PERS Military Buy Back program is solely at the discretion and cost of the employee.
- **Third Level 1959 Survivors Benefits**
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the PERS contract amendment. In the event the City's Employer Contribution Rate to PERS is increased as a result of the provision of this benefit, the Union agree to pay any initial cost and ongoing cost of the increase.
- **Single Highest Year Compensation Formula**
- **Service Credit for Unused Sick Leave**
- **3% at 55 Retirement Plan**

Retirement Plan Employees hired on or after January 1, 2013, and subject to the Public Employees' Pension Reform Act of 2013 ("PEPRA").

- Average of the three highest years of compensation
- 2.7% at 57 Retirement Plan

21.2 Employee Contribution Rate Paid by the City.

For "classic" employees as defined by PEPRRA and CalPERS, employees shall pay the full nine percent (9%) CalPERS Employee Contribution Rate.

In accordance with PEPRRA, employees hired on or after January 1, 2013 that are "New Members" as defined by PEPRRA and CalPERS will be responsible to pay their contribution to PERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

21.3 CalPERS Employer Contribution Rate Sharing Formula For Classic Employees.

Both the City and Local 1230 acknowledge that the Employer's portion of the CalPERS Contribution Rate is set annually by the CalPERS Board of Directors and that this rate is flexible depending upon market conditions and actuarial calculations. The City and Fire Local 1230 agree that the Employer Contribution Rate portion of the 3% at 55 CalPERS formula will continue to be a shared cost between the City and Classic Employees as outlined below:

- a. The established maximum Employer Contribution baseline rate is 11.5%.
- b. Should the annual Employer's Contribution Rate increase above 11.5%, the City and the Union will share equally (50/50) the difference. Should it fall below 11.5% the City shall pay the entire Employer Contribution Rate.

The parties also agree that the cost sharing agreement on the employer rate does not sunset when this MOU expires, absent City agreement. This provision is without prejudice to Local 1230's right to make proposals in the future to change the cost sharing arrangement or modify employees' PERS contribution obligations. Effective January 1, 2017 the parties agree to a reopener to discuss the impact of the PERS cost sharing formula and/or the employee contribution rate.

ARTICLE 22. LIGHT DUTY

22.1 Light Duty

The City shall have the discretionary right to require or to not assign persons to light duty consistent with employees' medical restrictions as concluded by an appropriate medical professional. For persons receiving 4850 pay for whom an industrial injury is the reason they are unable to perform the essential functions of their position, the City agrees that such persons assigned to work light duty shall only do so within/for the Fire Department and shall continue to accrue sick leave and vacation at the same rate as if working a shift schedule. For persons who are unable to perform the essential functions of their position for a non-industrial medical reason, such persons may be assigned to light duty where needed within the City and shall accrue vacation and sick leave at a rate of 0.714 the accrual rate of a shift employee consistent with the fact the person is working an average of 0.714 hours as many hours as a shift employee (40/56 hours per

week or 2,080/2,912 hours per year). The City agrees to discuss the particulars of any Light Duty Policy it intends to adopt consistent with the rights and rules already in effect under this provision prior to adopting such Light Duty Policy.

ARTICLE 23. GRIEVANCE PROCEDURES

23.1 Grievance Definition.

A grievance is any dispute which involves the claimed violation, the (mis)interpretation or (mis)application of these Personnel Rules, Memorandums of Understanding, or department rules and regulations, resolutions, or ordinances. A grievant may be an employee, or any group of employees, or a represented bargaining unit. Disciplinary actions, performance evaluations, and other proceedings for which there are alternative appeal procedures or statutory remedies are not grievable.

23.2 Grievance Procedure.

A grievance shall be processed in the following manner:

Step 1.

Within fourteen (14) days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the grievant's immediate supervisor. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance. For good and sufficient reason, the grievant may initiate the grievance at Step 2.

Step 2.

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the department head within fourteen (14) days (28 days of the event or discovery of the event giving rise to the grievance). The written grievance shall contain the following:

1. name of grievant(s);
2. mailing address(es);
3. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices);
4. the date(s) on which the event(s) giving rise to the grievance occurred;
5. a proposed resolution to the grievance;
6. the date of execution of the grievance letter/memo;
7. the signature of the grievant(s);

8. the signature of the bargaining unit representative, if such a representative is representing the grievant(s);
9. the date of the discussion meeting in Step 1 and the name of the supervisor involved.

The department head will investigate the grievance and confer with the grievant(s) in an attempt to resolve the grievance. The department head will issue his/her decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance.

Step 3.

If the grievance is not resolved by the department head's decision in Step 2, the grievant(s) may appeal the written grievance to the City Manager or designee (other than the supervisor and/or department head involved) within fourteen (14) days of receipt of the department head's decision in Step 2. The City Manager or designee will investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a decision within fourteen (14) days of receipt of the written appeal. The City Manager's or designee's decision shall be final.

23.3 General Conditions of Grievances.

1. The Human Resources Director will act as a central repository for all Step 2 and Step 3 grievance records.
2. Any time limit may be extended only by mutual agreement in writing.
3. An aggrieved employee may be represented by another individual at any stage of the proceedings at his/her request. Both employee and representative (if employed by City) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with employee's and/or representative's normal working hours.
4. Proposals to add to or change these Personnel Rules shall not be considered under this section, and no proposal to modify, amend, or terminate any Memorandum of Understanding between the City and a collective bargaining unit may be considered under this section.
5. Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's collective bargaining unit (if any) to initiate or appeal a grievance. In the case of an appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance. Failure of the City to respond to a grievance within the prescribed time limits shall be cause for the grieving party to automatically move the grievance to the next step.

ARTICLE 24. BULLETIN BOARDS

24.1 Bulletin Boards.

All notices, messages, announcements, and other documents relating to activities of the Union or Union members shall be posted only on the bulletin board(s) designated for this purposes.

- All materials must be dated and must identify the organization that published them.
- Postings will be done by Union members and such posted material shall be removed only by Union members.
- Materials that the City considers objectionable may be removed by department management and, within three working days, such removal shall be brought to the attention of the local representative for the purpose of resolving the issue.

ARTICLE 25. DISCRIMINATION

25.1 Prohibition of Discrimination.

The City agrees not to discriminate against any represented employee for activity on behalf of, or membership in, the Union. The City and the Union agree that there shall be no discrimination against any represented employee because of sex, race, creed, religion, disability, age or political affiliation.

ARTICLE 26. SAVINGS CLAUSE

26.1 Savings Clause.

This Memorandum of Understanding includes all provisions relative to wages, hours, and other terms and condition of employment resultant from the meet and confer process. The parties recognize, however, that there may be practices and customs that are within the scope of representation as defined in Government Code Section 3504, (Meyers Miliias Brown Act), which do not appear in this agreement.

The City and the Union agree that before undertaking to change any such practices or customs, the other party shall be notified of such a proposal, and the parties shall promptly meet and confer in good faith and endeavor to reach agreement regarding the proposal. Lacking an agreement by and between the Union and the City on such specific proposal, the practice or custom under consideration shall remain in effect as it existed prior to the reopening of meet and confer on said item.

ARTICLE 27. APPENDICES, AMENDMENTS AND EXHIBITS

27.1 Appendices, Amendments and Exhibits.

All appendices, amendments and exhibits to this agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all the provisions of this agreement.

ARTICLE 28. SEVERABILITY OF PROVISIONS

28.1 Severability of Provisions.

In the event that any provision of this Memorandum of Understanding is declared null and void by superseding Federal or State law, or determined by a court of competent jurisdiction to be illegal or unenforceable, such nullification, illegality or unenforceability shall not affect any other provision of this agreement, the balance of which shall continue in full force and effect. In such event, the parties hereto shall commence negotiations to insure that the superseded provision(s) shall be written to conform as closely as possible to the original intent.

ARTICLE 29. DURATION

29.1 Term.

This agreement shall be in full force and effect from July 1, 2013 to June 30, 2017.

IAFF agrees to begin successor agreement negotiations in a timely manner upon request by the City.

29.2 Reopening Clause.

Notwithstanding the provisions of Article 21 herein, it is mutually agreed that ratification and approval of this Memorandum of Understanding relieves the Union and the City of any and all further obligations to meet and confer pursuant to Section 3500, et seq., of the California Government Code for the period covered by the Memorandum of Understanding. Meet and Confer sessions may, however, be reopened during the life of this Memorandum of Understanding by mutual consent of the Union and the City.

ARTICLE 30. AGENCY SHOP

30.1 Implementation.

Any employee hired by the City subject to this Memorandum of Understanding shall be provided with an authorization form. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his or her choice and return said form to the City of Pinole Human Resources Department.

If the form is not completed properly and returned within five (5) working days, the City shall commence and continue payroll deduction of service fees from the regular pay warrants of such employee. The effective date of Union dues, service fee deductions or a charitable contribution for such employees shall be the beginning of the first pay period of employment.

The employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or service fee check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from the future earnings. In the case of an employee, who is in a non-pay status during only 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 (including health care deductions) have priority over Union dues and service fees.

30.2 Religious Exemption.

Any employee of the City, subject to this Memorandum of Understanding, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Board, shall, upon presentation of verification of active membership in such religion, body, or sect, be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment.

Declarations of or application for religious exemptions and any supporting documentation must be submitted within fifteen (15) days of receipt by the City. The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his or her designee. If challenged, the deduction to the charity of the employee's choice shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Article, charitable contributions mean a contribution to one of the following (non-secular/non-profit) charitable organizations:

- United Way;
- American Cancer Society; or
- American Red Cross

30.3 Financial Reports.

The Union shall submit copies of the annual financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the City Manager. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Article, at the offices of the Union. Failure to file such a report within 100 days of within close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

30.4 Payroll Deductions and Payover.

The City shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformance with State and Local regulations. The City shall promptly pay to the designated payee all sums to be deducted. The City shall also provide a quarterly list to the Union of all persons making charitable deductions pursuant to the religious exemptions granted herein.

30.5 Programming Fee.

The Union shall reimburse the City for actual, reasonable and necessary costs of programming in order to implement this Article.

30.6 Hold Harmless.

The International Association of Firefighters shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds, union dues, service fees, or charitable contributions that the employee was obligated to pay, but failed to pay, regardless of the reasons.

For the International Association of Firefighters Local 1230:

Ken Deseve
Ken Deseve

11/25/2014
Date

Vince Wells
Vince Wells, President

11/25/14
Date

For the City of Pinole:

Belinda B. Espinosa
Belinda B. Espinosa, City Manager

12-1-14
Date



Hector De La Rosa, Assistant City Manager

11/25/14

Date



Bruce Heid, IEDA, Lead Negotiator

12/2/14

Date