

The City of Milpitas

And

**International Association of
Firefighters Local 1699**

Memorandum of Understanding

July 1, 2024 through June 30, 2027

TABLE OF CONTENTS

PREAMBLE AND DEFINITIONS.....	1
SECTION 1.00 - EMPLOYEE RIGHTS.....	2
SECTION 2.00 - DUES AND REPRESENTATION.....	4
SECTION 3.00 - CITY RIGHTS.....	6
SECTION 4.00 - ADVANCE NOTICE, COORDINATION AND CONFLICT RESOLUTION.....	2
SECTION 5.00 - DISCIPLINARY ACTION	9
SECTION 6.00 - LAYOFF	13
SECTION 7.00 - CHANGE IN STATUS OF EMPLOYMENT (NON-DISCIPLINARY).....	13
SECTION 8.00 - GRIEVANCE PROCEDURE	14
SECTION 9.00 - PAY PLAN	Error! Bookmark not defined.
SECTION 10.00 - VACATION LEAVE AND CTO	20
SECTION 11.00 - SICK LEAVE	20
SECTION 12.00 - MILITARY LEAVE.....	25
SECTION 13.00 - LEAVE OF ABSENCE	25
SECTION 14.00 - JURY LEAVE	26
SECTION 15.00 - FAMILY LEAVE.....	Error! Bookmark not defined.
SECTION 16.00 - COMPASSIONATE LEAVE.....	28
SECTION 17.00 - OVERTIME.....	29
SECTION 18.00 - HOLIDAYS	32
SECTION 19.00 - TRAINING / TRAINING RELEASE TIME	Error! Bookmark not defined.
SECTION 20.00 - ATTENDANCE.....	37
SECTION 21.00 - STAFFING.....	38
SECTION 22.00 - ACTING OUT OF CLASS	39
SECTION 23.00 - STATION ASSIGNMENT	Error! Bookmark not defined.
SECTION 24.00 - EXCHANGE OF TIME.....	42
SECTION 25.00 - SAFETY EQUIPMENT	43
SECTION 26.00 - DAMAGED PERSONAL ARTICLES (Watches and Eyeglasses).....	14
SECTION 27.00 - EMPLOYMENT, INTERNAL AND EXTERNAL.....	43
SECTION 28.00 - SENIORITY	44
SECTION 29.00 - INCENTIVE PAY	45
SECTION 30.00 - UNIFORM ALLOWANCE.....	45
SECTION 31.00 - RETIREMENT.....	47
SECTION 32.00 - SALARY	51
SECTION 33.00 - BENEFITS.....	51
SECTION 34.00 - RETIREE DEPENDENT HEALTH CARE FUND	51
SECTION 35.00 - NO DISCRIMINATION.....	53
SECTION 36.00 - NO STRIKE	54
SECTION 37.00 - HAZARDOUS MATERIALS SPECIALIST.....	54
SECTION 38.00 - MISCELLANEOUS	54
SECTION 39.00 - 40 HOUR WORKWEEK.....	56
SECTION 40.00 - TRAINEE CLASSIFICATION	
SECTION 41.00 - LIGHT DUTY.....	58
SECTION 42.00 - PARAMEDIC PROGRAM	58
Appendix A: Salary Schedules	Error! Bookmark not defined.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/30/2027)

**COMPREHENSIVE MEMORANDUM OF UNDERSTANDING
WITH CITY OF MILPITAS AND MILPITAS FIREFIGHTERS UNION,
LOCAL 1699,
ON SALARIES, FRINGE BENEFITS AND WORKING CONDITIONS**

PREAMBLE

The authorized representatives of the City Council of the City of Milpitas, hereafter referred to as the "City" and the authorized representatives of the International Association of Firefighters, Local 1699, hereafter referred to as the "Local" do jointly accept and agree to all the terms and conditions of employment set forth in this Memorandum of Understanding (MOU), pursuant to Section 15.13 of the Personnel Rules and Regulations of the City of Milpitas (as amended).

If any Section, Subsection, sentence or clause or phrase of this Memorandum is for any reason held illegal, invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof. The City and the Union believe that this MOU, and all of the City's related pay practices, comport with the requirements of the Fair Labor Standards Act (FLSA). In the event any employee makes a claim that the MOU contains a provision that does not comply with the FLSA, the City may reopen the item at issue to negotiate, as needed, to ensure compliance with the FLSA.

Unless otherwise specifically amended by the terms of this MOU, any term or condition of employment previously known to and approved by the City (and not terminated by the City) remains as previously established.

This MOU and any agreement, document, or instrument, attached hereto or referred to herein, integrate all terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writing in respect to the subject matter hereof.

The following classifications are eligible for representation:

Fire Battalion Chief
Fire Battalion Chief-40 Hour
Entry Firefighter
Entry Firefighter/Paramedic
Firefighter
Firefighter / Paramedic
Fire Engineer
Fire Engineer / Paramedic
Fire Captain
Fire Captain-40 Hour
Firefighter Trainee
Firefighter/Paramedic Trainee
Fire Prevention Inspector
Hazardous Materials Inspector
Fire Protection Engineer

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

The term of this Memorandum of Understanding (“MOU”) shall be for three (3) years commencing at 12:01 a.m. on July 1, 2024 and terminating at 12 midnight on June 30, 2027.

The terms and conditions of employment set forth in this Memorandum of Understanding have been discussed in good faith by the authorized representatives of the City and the authorized representatives of the Local. The authorized representatives of the Local agree to recommend acceptance by the employees of all terms and conditions of employment set forth herein and the authorized representatives of the City agree to recommend to the Milpitas City Council that all terms and conditions set forth herein be approved by resolution. Upon adoption of said resolution, all terms and conditions so incorporated shall become effective as of the dates specified in the Memorandum of Understanding without further action by either party, provided that economic adjustments, except for base wages, shall go into effect on the first pay period following City Council adoption of this MOU, or as otherwise specified in this MOU. It is the purpose of this agreement to achieve and maintain harmonious relations between the City and the Local.

Contractual rights under this MOU (including, without limitation, health benefits, salary and longevity pay) are not “vested rights,” and are subject to future negotiation.

DEFINITIONS

Platoon: a group of people assigned to a subdivision within the fire department labeled as A, B and C platoons.

Tour: two (2) consecutive twenty-four (24) hour work days of someone’s regular work schedule.

Shift: one (1) twenty-four (24) hour work day.

Long-term vacancy: will be determined by any vacancy lasting 30 days or longer.

SECTION 1.00 - EMPLOYEE RIGHTS

1.01 Recognition of Right to Organize: Any employee in the City's competitive service may join, organize or maintain membership in a labor organization if he/she so desires. The City government neither encourages nor discourages these activities, nor does membership or non-membership in any labor organization affect the employee's standing or right as a City employee. The right to join, organize, or maintain membership in a labor organization is also extended to any association of municipal employees not identified with any labor organization.

The City and Local shall take any steps necessary to ensure that each employee has the right to reach an independent decision regarding membership or non-membership.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

1.02 Labor and Organization Activities: City employees participating in organizational or other labor Local activities or similar activities of any employee association are required to conduct such activities on their own time and not during regularly assigned working hours, with the following exceptions permitted:

1.02.1 A steward representing or assisting a fellow employee in the presentation of a grievance may utilize such time as is essential for the presentation to management of the grievance during working hours; however, solicitation of grievances shall be on the employee's own time.

1.02.2 Officials of any organization representing City employees may meet on City time with the City Manager or other City officials when such meeting times are approved by the City Manager. A reasonable number of special meetings requiring action by the general membership may be scheduled with prior approval of the Department Head.

1.02.3 Business agents or representatives of the Local or other association, or their affiliates, having business (other than recruiting of members) with the officers or individual members of the Local or association or other recognized employee group may meet and confer with such officers or members during the course of the working day for a reasonable time provided that permission is first obtained from the Department Head, if on duty, and the employee's immediate supervisor, and further provided that the conduct of such business will in no way conflict with the performance of City business.

1.02.4 Use of the work place or premises for organizational activities other than the presentation of a grievance or the conduct of business as provided for in subparagraph 1.02.2, 1.02.3, and 1.02.5 is allowed only after working hours except for the purpose of a monthly meeting of the Local membership and may be held between the hours of 9:00 a.m. and 10:00 a.m. The Local shall notify the Department Head with as much advance notice as possible. These meetings shall in no way interfere with the performance of official duties of on-duty personnel. Bulletin boards designated for Local use shall be provided at each fire station.

The City shall provide space and storage locker at a Fire Department facility, as determined available by management and approved by the Fire Chief and to accommodate a Local file cabinet, bookcase and answering machine. There is no intent to create by the Local or provide by the City a "Local Office," however, the City recognizes the Local's need to conduct administrative tasks. This arrangement shall not be used by on-duty members during work hours except as provided for in this Section. It is understood that "administrative tasks" excludes political activities. Local agrees not to engage in any political activities while using a City facility.

1.02.5 The City shall provide paid release time for Local officers and members to conduct essential Local business such as conventions, symposia, etc., excluding political activity, upon reasonable written notice to the Department Head. A request for release time may be declined, by the Fire Chief, in the event that the release time would necessitate the use of

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

overtime for the days being used at the time of the request. These events include but are not limited to:

<u>ANTICIPATED EVENT</u>	<u>PERSONNEL</u>	<u>DAYS/HOURS</u>
LTD Meetings	2	3 days
Administration of Toys for Tots	1	1-24 hrs
CPF Conventions	1	5-6 days
IAFF Conventions	1	5-6 days
IAFF Regional Seminars	1	5-6 days
IAFF Educational Seminars	1	5-6 days

Additional meetings, seminars, conventions, symposia, etc. may be attended if they meet the criteria of this Section and are approved by the City

1.02.6 The Local's use of City facilities (as noted in this Section) shall be conditioned upon the City's right to suspend or revoke said use upon reasonable notice and for just cause. After notifying the Local of City's proposed action, the City Manager or his/her delegate will convene a meeting to consider the Local's position and to decide whether the use shall be suspended or revoked.

1.02.7 1.02.8 City agrees to notify a member of the Local Executive Board in the event of serious injury or death occurring on duty to any member covered by the bargaining unit.

SECTION 2.00 – DUES AND REPRESENTATION

2.01 Employee Rights

2.01.1 The City and the Local recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate an employee in the exercise of these alternative rights.

2.02 Union Contributions – Maintenance of Authorization of the Union Contributions

2.02.1 The City shall deduct from a represented employee's pay Union dues, fees, premiums for insurance programs, political action fund and other contributions, and any special membership assessments (collectively, "contributions"), as established and as may be changed from time to time by the Union, upon submission by the Union of either (a) an employee's signed membership or other payroll deduction authorization form specifically authorizing those deductions, or (b) written certification from the Union that it has and maintains individual employee authorizations.

2.02.2 Except as otherwise provided in Section 2.02 and in accordance with S.B. 866 (2018) and A.B. 119 (2017), each pay period, the City shall

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

remit all sums deducted to the Union. The City will share with IAFF the following information related to newly hired employees: the name, job title, bureau, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of all employees within 30 days of the new hire and will provide an accumulated total annual amount deducted per employee.

2.02.3 When the Union adjusts the level of contributions, the Union shall provide written notice to the City.

2.02.4 Except as otherwise provided in this section, the City shall continue to deduct and remit contributions until it receives notice of revocation from the Union as provided in this section, or it receives an order from a court or an administrative body directing the City to discontinue the deduction for one or more employees.

2.02.5 No Fault.

The Union agrees to indemnify, defend and hold the City harmless from any and all claims, demands, suits, or other action by employees arising from the provisions of this Section 2.00 or from complying with any demand for revocation hereunder.

2.02.6 The City is under no obligation to make payroll deductions for periods during which a Union member is either terminated from employment or not on the City's payroll for any reason, including, but not limited to, layoff and voluntary leaves of absence for more than thirty (30) days.

2.03 Payroll Authorization

2.03.1 An employee may revoke his or her membership or payroll deduction authorization as follows:

2.03.1.1 For those employees who have signed a membership card or other authorization form which provides the terms of revocation, the exclusive method of revocation is set by the card or other authorization form.

2.03.1.2. For employees whose membership card or other authorization form does not provide terms of revocation, the member may revoke by submitting a written revocation to the Union during the month of June of any year.

2.03.2 When the Union determines that a represented employee timely revokes his or her membership or contribution authorization as provided above, the Union shall notify the City in writing within fifteen (15) days. The City shall cease contribution deductions within fifteen (15) days of receiving the notice of revocation from the Union.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 2.03.3 The City shall not resolve disputes between the Union and represented employees concerning Union membership or contribution deductions, or provide advice to employees about such matters. The City shall direct employees who have questions or concerns about the Union contributions to the Union without expressing an opinion or otherwise responding to employee questions or concerns.
- 2.03.4 Upon request of the Union, the City agrees to meet with the Union to discuss and attempt to resolve issues pertaining to deliver of services relating to such deductions.
- 2.04 New Employee Orientation
 - 2.04.1 The Union shall be allowed a representative at all City orientations where new employees represented by the Union will be attending, consistent with Government Code Sections 3550-3559. Such Union representatives shall be allowed a minimum of twenty (20) minutes to make a presentation and answer questions to employees in classifications represented by the Union. The Union may present packets to represented employees at orientation. The City where appropriate, will notify the Union thirty (30) days in advance of such orientation sessions, but at a minimum, the City shall provide such notice at least ten (10) business days prior to the orientation. The City shall provide to the Union a list of all new employees, including their contact information (including but not limited to personal and work email addresses and personal and work phone numbers), within 30 business days of hire, and shall allow each such employee and a Union representative thirty (30) minutes of paid time during their scheduled work time to meet directly.

SECTION 3.00 - CITY RIGHTS

- 3.01 The City continues to possess exclusively the rights listed below, plus all other rights to which by law the City is entitled. These rights may not be abridged or modified in any way, except by formal legislative action by the City Council (i.e., resolution or ordinance).

The City has the right, and may exercise its discretion:

- 3.01.1 To determine the mission of all constituent departments, commissions and boards;
- 3.01.2 To set standards of service;
- 3.01.3 To determine the appropriate levels of city services, except where defined in the MOU;
- 3.01.4 To take disciplinary action for just cause;
- 3.01.5 To organize and reorganize its departments and affairs, and to otherwise exercise complete control and discretion over its organization;

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 3.01.6 To employ any appropriate means or method to maintain the efficiency of government operations and administration;
- 3.01.7 To determine when an emergency exists and to take all necessary action to carry out its mission in an emergency, including recalling and deploying off-duty personnel and requiring overtime work;
- 3.01.8 To determine the procedures and standards of selection for employment and promotion;
- 3.01.9 To determine the scope of duties and responsibilities applicable to all positions of employment, and determine the content of job classifications;
- 3.01.10 To direct employees, make assignments and require overtime work;
- 3.01.11 To transfer or reassign employees, as outlined in the MOU;
- 3.01.12 To lay off employees by position as a result of: elimination of positions through City Council resolution; lack of work; budgetary considerations (including without limitation lack of funds or a revenue downturn); reorganization; or other related reasons;
- 3.01.13 Except that any agreement between the City and the Local evidenced by a memorandum of understanding pursuant to GC 3500 et. seq. shall take precedence over any of the above enumerated employee and management rights; and that such memorandum of understanding will be honored in good faith during the life of this contract.
- 3.01.14 Any violation of the policies and procedures created by this MOU may be subject to disciplinary action as defined in this MOU.
- 3.01.15 The above listed rights are subject to the City's duty to meet and confer in accordance with State law.

**SECTION 4.00 - ADVANCE NOTICE, COORDINATION AND CONFLICT
RESOLUTION**

- 4.01 Except in cases of emergency as provided in this Section, the City shall give reasonable written notice to each recognized employee organization affected by an ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation including actions taken under City Rights that effect wages, hours and other terms and conditions of employment proposed to be adopted by the City and shall give such recognized employee organizations the opportunity to meet with City representatives.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

4.02 There shall be four general methods of interaction between labor and management to provide for changes and additions to the services provided by the department, to provide for informal resolution of issues that may arise from time to time, to develop alternative solutions to challenges faced by the department and to review the status of department programs and activities.

4.02.1 Regular monthly meetings will be held between the leadership of the Local and the Fire Chief/Executive Staff to exchange information and to resolve issues of general concern to either group, including proposed changes or additions to service levels and programs. These meetings shall be scheduled by the mutual consent of the Local President and Fire Chief and may be canceled or rescheduled with the consent of the President and Fire Chief.

4.02.2 A standing Policy review committee, consisting of three Battalion Chiefs and three designated representatives of the Local, shall meet on a scheduled basis to review and recommend solutions to conflicts that may arise over the application of policy or between individuals within the organization. The main objectives of this committee are to achieve consistency in the application of policies and procedures, to recommend improvements in policies and procedures and to provide an informal method of resolving complaints of individuals within the organization with regard to the application of policies and procedures.

In the event this body is unable to reach a consensus in determining an appropriate response to recommend in a given situation, the Division Deputy Chief shall facilitate an acceptable resolution that addresses the operational needs of the organization.

In the event the Division Chief is unable to facilitate a consensus recommendation, he/she and the committee shall meet with the Fire Chief to resolve the dispute.

4.02.3 Ad-hoc committees may be formed by mutual consent of the Local and the Fire Chief to review and recommend courses of action which may require special attention. Such committees shall be singular in purpose and shall be dissolved upon achieving the assigned goal of the committee.

4.02.4 Standing committees shall meet on a regular basis regarding matters of continuing concern. These shall include the Department Safety Committee and such other committees as may be deemed appropriate by the Fire Chief for the effective operation of the department.

4.02.5 Membership on all committees created according to this Section shall be determined by mutual understanding of the Fire Chief and Local President. The Fire Chief shall appoint the chairperson/coordinator for each committee, except that the Chair of the Policy Review Committee shall be selected annually by the members of that body.

4.02.6 Where deemed necessary by both the Fire Chief/Executive Staff and the leadership of the Local, single items may be reopened for further negotiation. However, every effort shall be made to limit such re-openers

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)
to single items of major import that need to be addressed during the term
of the current M.O.U.

SECTION 5.00 - DISCIPLINARY ACTION

The City may take disciplinary action against any Employee for just cause. The City recognizes the practice of progressive discipline; provided, however, depending on the severity of the offense, the City may immediately charge more severe discipline.

5.01 Grounds for Discipline: Discipline may be imposed for just cause, including without limitation for the following grounds:

- 5.01(a) Fraud in securing appointment or falsification concerning records, fellow employees, or work performed;
- 5.01(b) Failure to perform satisfactorily the duties and responsibilities of an employee's position;
- 5.01(c) Neglect of duty;
- 5.01(d) Insubordination;
- 5.01(e) Reporting for or performing duty under impairment as a result of alcohol and/or drug use;
- 5.01(f) Dishonesty or misuse or misappropriation of City property and funds;
- 5.01(g) Conviction of any crime involving moral turpitude, or substantially relating to the function of an employee's position;
- 5.01(h) Un-authorized absence without leave;
- 5.01(i) Non-observance of work hours, including tardiness, and abuse of sick leave privileges;
- 5.01(j) Discourteous or non-cooperative treatment of the public or other employees;
- 5.01(k) Conduct, either during or outside of duty hours, which is of such a nature that it causes discredit to the employee's department of the City;
- 5.01(l) Failure to abide by any condition of employment stipulated in the: Municipal Code; personnel rules and regulations; any personnel policies and procedures; or memoranda of understanding approved by formal action of the Council;
- 5.01(m) Knowingly filing or pursuing a false charge; or
- 5.01(n) Abuse of any City administrative processes.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

5.02 Pre Disciplinary Procedures

- 5.02.1 Prior to taking any disciplinary action, as defined in Section 5.02.6, against a permanent employee, the City shall notify the employee in writing of the following:
- (a) The proposed disciplinary action;
 - (b) The nature of the charges and/or violation of City ordinances, resolutions, written procedures, municipal code, or departmental regulations and policies;
 - (c) The reasons for the proposed action;
 - (d) The materials upon which the action is based;
 - (e) The opportunity of the employee to appear before a designated City representative and respond to the charges at a specified place and time;
 - (f) The right of the employee to be represented by an attorney or other representative at any disciplinary conferences or proceedings.
- 5.02.2 If the City representative determines that he or she cannot be impartial, or upon timely written request by the employee, the Human Resources Director or designee may hear the employee's response.
- 5.02.3 Any employee notified pursuant to 5.02.1 above who desires an opportunity to respond may do so by appearing at the appointed place and time. Said response may be oral or in writing. The employee is not entitled to an evidentiary hearing, and the sole purpose of the meeting shall be to hear the response of the employee to the charges. The employee shall be entitled to representation, but shall not be entitled to present witnesses, unless the City determines that the presentation of witnesses is necessary. Any response provided by the employee under this Subsection shall be voluntary. Any questioning of the employee in response by the City shall be conducted in compliance with the Firefighters Procedural Bill of Rights Act.
- 5.02.4 In the event that the Employee is unable to respond to the charges within the time permitted, and demonstrates the reasonableness of a continuance, the City may grant a continuance.
- 5.02.5 As soon as practicable after the employee has had an opportunity to present a response, the City will notify the employee in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. Said notification will also advise the employee of any right of appeal. Upon the employee's written request, the City will send copies of the applicable disciplinary materials to the employee's designated representative.
- 5.02.6 For the purposes of the application of the procedures outlined in Sections 5.02.1 through 5.02.5, a disciplinary action shall be defined as a

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

minimum of a written reprimand or any discipline outlined in Section 5.05 through 5.09 of this MOU.

5.03 Corrective Action

The following are methods of corrective action that are not disciplinary but normally precede discipline. (City of Milpitas Standard Procedure 15-1)

- 5.03.1 Verbal Counseling: Typically, the first and lowest level of a corrective action is an employee counseling session. The purpose of this action is to ensure that the employee is made aware of the violation or misbehavior in question and is advised of the appropriate action or behavior that is expected in the future. A discussion should occur between the employee and supervisor to address any clarification needed. It is expected that the employee will not repeat the violation or misbehavior following this meeting. This step is intended for minor offenses and first violations.
- 5.03.2 Verbal Warning: Verbal warning to the employee that future behavior could lead to disciplinary action. (City of Milpitas Standard Procedure, 15-1)
- 5.03.3 Written Warning: Memorandum to the employee noting that future behavior could lead to disciplinary action. Written warnings are not copied to the employee's personnel file but are kept in department or supervisor's files. (City of Milpitas Standard Procedure 15-1, example 1)

5.04 Review of Corrective Actions

- 5.04.1 Corrective action of less severity than defined in Section 5.02.6 shall not require the pre-disciplinary procedures outlined in Section 5.02 unless required by law. However, in order to ensure fairness or to confirm facts in support of a corrective action, an employee may request a review of the circumstances by the Fire Chief or designee. The Fire Chief or designee shall determine the appropriateness of the action taken and/or consistency of the action with past practices in similar situations. The Fire Chief or designee may modify the disciplinary action based on this review.

5.05 Disciplinary Action

- 5.05.1 Written Reprimand: Repeated violations or more severe misbehavior may require a more formal response by the supervisor to the employee. In this case the employee is provided with a written memorandum which outlines the violations being addressed and the expected actions to be taken by the employee in response to the memorandum. The written reprimand contains an indication of subsequent disciplinary steps to be taken in the event that the employee fails to respond appropriately. A copy of the written reprimand shall be placed in the employee's official personnel record after it has been first read and signed by the employee. If the employee refuses to sign the reprimand that fact shall be noted on the reprimand which shall then be placed in the personnel file. The employee shall initial the notation of this refusal to sign the reprimand.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 5.05.2 The Human Resources Director shall remove a letter of reprimand from a personnel file based upon a written request by the employee submitted to and approved by the Fire Chief provided there have been no additional disciplinary actions during the subsequent twelve (12) months.
- 5.05.3 **Loss of Privileges/Workplace Restrictions:** In the event of more severe violations or repeated misbehaviors, the employee may be restricted from certain privileges or may not be allowed to participate in certain privileges or may not be allowed to participate in certain department programs or activities as a form of discipline. In this case, the specific restrictions shall be outlined in a written memorandum along with the time period that the restriction shall be in place. In addition, the memorandum shall contain all of the elements outlined in Section 5.05.1.
- 5.05.4 In the event an employee faces any loss of privileges and or work restrictions, it shall typically be the employee's immediate supervisor who makes the recommendation and presents it to the next level supervisor. The recommended action shall be reviewed and approved by the appropriate designee of the Fire Chief before it is implemented.
- 5.06 **Suspension:** In the event of more severe or repeated violations, the employee may be relieved of duty by the City for a specified period of time without pay. Such suspension shall not exceed thirty (30) calendar days (or up to and including 10 shifts for 56-hour personnel) and shall be subject to the procedures outlined in Sections 5.02 or 5.03.
- 5.07 **Reduction in Salary Range:** In the event of more severe or repeated violations, the employee's salary may be reduced by the City within the range for the position held. Such reduction in salary shall be subject to the procedure outlined in Section 5.02.
- 5.08 **Involuntary Demotion:** In the event of more severe or repeated violations, the employee may be reduced in rank and pay by the City. Such demotion shall be in conformance with Section 5.02.
- 5.09 **Termination of Employment:** The City may terminate the employment of an employee for more severe or repeated violations of the City or Department rules, regulations, policies or procedures. Such termination shall be in conformance with Section 5.01.

Appeal of Discipline: An employee subject to disciplinary action as defined in Section 5.02.6 may appeal the discipline pursuant to the grievance and arbitration process outlined in this MOU. Appeals of such discipline shall be submitted at Step II of the grievance procedure (i.e., the Fire Chief or designee).

Any appeal of discipline need not follow any particular form but shall be conducted in accordance with the Administrative Procedures Act (APA) in that it shall provide at minimum:

1. Notice and an opportunity to be heard, including the opportunity to present and rebut evidence.
2. Provide a copy of and be in compliance with the written hearing procedures outlined in this MOU.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

3. Hearing shall be open to the public unless necessary to protect confidential or privileged information, at the request of the employee, or to insure a fair hearing.
4. The adjudicative function shall be separated from the investigative, prosecutorial, and advocacy functions.
5. A presiding officer who is subject to disqualification for bias, prejudice, or interest.
6. A written decision that is based on the record and includes the factual and legal basis for the decision.
7. Restrictions on ex parte communications.

SECTION 6.00 - LAYOFF

- 6.01 Any layoff shall be according to seniority and the procedures defined in Municipal Code Section VI-102 et seq.
- 6.01.1 The City may lay off an employee because of material change in duties, organization, or shortage of work or funds in the department or the City.
- 6.01.2 The City shall notify the affected employee(s) in writing at least thirty (30) days in advance of the intended layoff and of their option to accept a voluntary demotion in lieu of layoff.
- 6.01.3 Employees laid-off or accepting demotions in lieu of layoff shall be placed on a Re-Employment List in inverse order of displacement for an appropriate Class for three (3) years.

SECTION 7.00 - CHANGE IN STATUS OF EMPLOYMENT (NON-DISCIPLINARY)

- 7.01 Demotions:
- 7.01.1 Involuntary Demotion: The Fire Chief may demote or reduce the salary of an employee whose performance does not meet established minimum standards for the position held. Such demotion, while not disciplinary, shall be subject to the review procedure outlined in Section 5.02.
- 7.01.2 Voluntary Demotion: Upon the request of the employee, the Fire Chief may approve a voluntary demotion.
- 7.01.3 No employee may be demoted to a position for which the employee does not possess the minimum qualifications.
- 7.02 Promotion: The Fire Chief may promote an employee to a regular position within the Department subject to the City Personnel Rules and Regulations. Temporary or acting assignments shall not be subject to those provisions.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 7.03 Resignation: An employee wishing to resign in good standing shall notify the Fire Chief in writing of the date of termination of employment. Such written notice shall be delivered to the Fire Chief, or his/her authorized representative, at least two calendar weeks prior to the effective date of termination.
- 7.04 Job Abandonment: An employee who fails to appear for work for four (4) consecutive work shifts without proper notice or authorized leave shall be deemed to have abandoned his/her position with the City. Such abandonment shall be considered a voluntary termination subject to such review and appeal as is provided by law.
- 7.05 Separation in Good Standing: An employee shall be deemed to have separated from City service in good standing, and shall be eligible for such benefits and rights as may accrue as a result of that status, if the employee has separated under the conditions outlined in Sections 6.00 or 7.03.

SECTION 8.00 - GRIEVANCE PROCEDURE

8.01 Definitions

- 8.01.1 For the purposes of this Section, a "grievance" is any dispute concerning the interpretation or application of this MOU, or appeal of a formal disciplinary action, containing the elements listed in Section 8.03.2.1. For the purpose of arbitration, a disciplinary action shall be as defined in Section 5.02.6. Complaints or disputes in which a specific review is provided for by law (i.e., OSHA, EEOC, DFEH) or by the City's personnel rules (i.e., Other Employment, Examinations) or reserved as City rights (except as provided in Personnel Rule Sections 15.05, 15.07 and G.C. Section 3500 et. seq.) shall not be subject to this grievance procedure.
- 8.01.2 Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees or by the Local. A "grievant" is any Employee adversely affected by an alleged violation of the specific provisions of a Memorandum of Understanding or a formal disciplinary action.
- 8.01.3 A "day" is any day in which the City Hall is open for business.
- 8.01.4 "Employee organization" is IAFF Local 1699.

8.02 General Provisions

- 8.02.1 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 8.02.2 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
- 8.02.3 All documents dealing with the processing of a disciplinary grievance shall be filed in the personnel file of the grievant.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 8.02.4 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 8.02.5 Failure of the grievant to adhere to the timelines shall cause the grievance to be considered resolved. Failure by the City to adhere to the timelines shall cause the grievance to advance to the next level. The grievant and the City may extend any time deadline by mutual agreement.
- 8.02.6 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. Overtime is not provided for off-duty time except for witnesses requested to testify by the City.
- 8.02.7 Either the City or the grievant may be represented at any step of the grievance procedure by an individual of the party's choice.
- 8.02.8 Any employee may at any time present grievances to the City and have such grievances adjusted without the intervention of the Local, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Memorandum of Understanding or the Rules; provided that the City shall not agree to a resolution of the grievance until the Local has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 8.02.9 The City and the employee organization may agree to consolidate grievances at any level.

8.03 Procedure

8.03.1 Informal Resolution

An employee who has a problem or complaint shall first try to get it settled through discussion with the employee's immediate supervisor within thirty (30) calendar days following the occurrence, or knowledge of the events on which the grievance is based. Employees waive the right to advance a grievance if not raised within such thirty (30) day period. The immediate supervisor shall respond within ten (10) days. Any decision rendered shall be consistent with the authority to do so.

8.03.2 Level I

If the employee is not satisfied with the outcome of informal resolution, the employee may initiate a formal grievance with the next level supervisor. Such formal grievance must be initiated within ten (10) days. The supervisor shall respond to the grievance in writing within ten (10) days.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

8.03.2.1 Element of a Grievance

The written grievance shall include:

- (a) A description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance;
- (b) A specific explanation of how the grievant has been adversely affected;
- (c) A listing of the provisions of the MOU which are alleged to have been violated;
- (d) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable;
- (e) A listing of specific actions requested by the grievant of the City which will remedy the grievance;
- (f) A statement declaring self-representation or the selection of Local representation for said grievance; and
- (g) The signature of the grievant.

8.03.3 Level II - Department Head

If the employee is not in agreement with the decision rendered, he/she shall have the right to file a formal written appeal to the Department Head (with a copy to the Human Resources Director) within ten (10) days after the date a decision has been rendered at Step I. The grievance shall include the elements listed in Section 8.03.2.1, and also a description why the grievant believes the decision at Level I was incorrect. The Department Head shall consider the grievance, and submit a written response within ten (10) days.

8.03.4 Level III – Human Resources Director

If the employee is not in agreement with the decision rendered by the Department Head, he/she shall have the right to file a formal written appeal to the Human Resources Director within ten (10) days after the date a decision has been rendered at Step II. The grievance shall include the elements listed in Section 8.03.2.1, and also a description why the grievant believes the decision at Level II was incorrect. The Human Resources Director shall consider the grievance, and submit a written response within ten (10) days.

8.03.5 Level IV - City Manager

If the employee is not in agreement with the decision rendered by the Human Resources Director, he/she shall have the right to file a formal written appeal to the City Manager within ten (10) days after the date a decision has been rendered at Step III. The grievance shall include the

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

elements listed in Section 8.03.2.1, and also a description why the grievant believes the decision at Level III was incorrect. The City Manager shall consider the grievance, and submit a written response within ten (10) days. Unless the grievance is subject to arbitration (as defined herein), the City Manager's decision is final.

8.03.6 Level V - Arbitration

- (a) If the matter is subject to arbitration as defined herein, and the grievant is not satisfied with the decision of the City Manager, the grievant may within ten (10) days of the date of the decision submit a request in writing to the Human Resources Director that the grievance be submitted to arbitration. The grievant and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving public employees. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
- (b) If either the City or the grievant so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of a grievance first. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided.
- (c) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. A certified court reporter shall record the entire arbitration hearing unless the parties mutually agree otherwise.
- (d) The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City to do an act prohibited by law.
- (e) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit written findings and decision which are final and binding on all parties.
- (f) The fees and expenses of the arbitrator and the certified court reporter shall be shared equally by the City and the grievant, or employee organization, if the employee organization represents the grievant at the arbitration. Financial responsibility shall be confirmed prior to selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- (g) This grievance procedure is the exclusive remedy to resolve disputes as described herein.

SECTION 9.00 - PAY PLAN

- 9.01 Advancement shall not be automatic, but shall depend upon increased service value of an employee to the City as exemplified by the recommendations of the employee's supervisor, length of service, performance record, special training and/or other pertinent evidence. No salary advancements shall be made so as to exceed the maximum rate established in the pay plan for the class to which the advanced employee's position is allocated.
- 9.02 In administering the Pay Plan the following rules shall be observed.
- 9.02.1 Newly hired firefighters shall serve in a probationary status in the position/classification title of Firefighter Trainee or Firefighter Paramedic Trainee (Trainee) until successful completion of the basic fire academy. Trainee shall receive a base salary of step A of the Firefighter Trainee base salary. See Section 33.06 for benefits.
- 9.02.2 After completing the basic fire academy, personnel shall begin their twelve (12) month probationary period and typically will be moved to the Entry Firefighter or Entry Firefighter/Paramedic (Entry Firefighter) pay range and compensated at Step "A" rate of the Entry Firefighter classification, although they may start at a higher rate, if they are unusually well qualified (such as an experienced lateral firefighter), or other conditions warrant, but only with the approval of the City Manager or designee.
- 9.02.3 After completing the first twelve months as a full time paid Entry Firefighter or Entry Firefighter Paramedic (as opposed to a Firefighter Trainee), and successfully passing the twelve month probation period, personnel shall typically be compensated at the Step "B" rate of the Entry Firefighter classification upon recommendation of the Fire Chief and approval of the City Manager or designee.
- 9.02.4 Step "A" of "Firefighter" or "Firefighter Paramedic" represents an incentive adjustment for satisfactory performance and increased effectiveness. The Entry Firefighter shall be eligible for Step "A" of the Firefighter or Firefighter/Paramedic classification after completion of one year at Step "B" of Entry Firefighter and upon recommendation of the Department Head and approval of the City Manager or designee.
- 9.02.5 Step "B" represents an incentive adjustment for satisfactory performance and increased effectiveness. An employee shall be eligible for Step "B" after completion of one year at Step "A" upon recommendation of the Fire Chief and approval of the City Manager or designee
- 9.02.6 Step "C" represents an incentive adjustment for satisfactory performance and increased effectiveness. An employee shall be eligible for Step "C"

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

after completion of one year at Step "B" upon recommendation of the Department Head and approval of the City Manager or designee

9.02.7 Step "D" represents an incentive adjustment for satisfactory performance and increased effectiveness. An employee shall be eligible for Step "D" after completion of one year at Step "C" upon recommendation of the Department Head and approval of the City Manager or designee.

9.02.8 Step "E" represents an incentive adjustment for increasingly satisfactory performance. An employee shall be eligible for Step "E" after completion of one year at Step "D" upon recommendation of the Department Head and approval of the City Manager or designee.

9.02.9 Employees who have demonstrated outstanding ability may be advanced to the next higher step prior to completion of one-year service at the current step upon recommendation of the Department Head and approval of the City Manager. Approval of an early step increase shall not affect the eligibility date for the next step.

9.03 In cases where an individual may be promoted within 45 days of a regular merit increase, the promotion increase will be based on step increase due within 45 days provided that performance merits the increase.

9.04 Salary Following Promotion

Employees receiving a promotion shall receive at least a 5% increase of base pay salary unless limited by the maximum salary range.

9.05 Overpayment/Underpayment Resolution

In the event an employee receives overpayment by the City, the employee shall reimburse the City for the total overpayment, and the City may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the City may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the City Finance Director.

In the event that an employee receives underpayment by the City, the City shall reimburse the employee for the total value of the underpayment. A timeframe of payment shall be agreed upon between the City and the employee. The City shall provide a detailed explanation as to the extent of the underpayment. This explanation shall include but is not limited to: dates of underpayment, details about the amount of underpayment, amount of scheduled platoon shift hours, amount of scheduled platoon hours in pay, amount of overtime hours, amount of overtime hours in pay.

9.06 Reopener on Entry Level Classifications

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

The City is in the process of implementing a new Human Resources (HR) system. The parties agree to meet and confer regarding removing the Entry Firefighter and Entry Firefighter/Paramedic classifications and moving those employees to the Firefighter and Firefighter/Paramedic classifications. The parties shall begin meeting and conferring in July 2025 and any resolution must be ratified by the Union's membership.

SECTION 10.00 – VACATION LEAVE AND CTO

10.01 The purpose of the annual vacation leave is to enable each eligible employee annually to return to his/her work mentally refreshed. All City employees shall be entitled to annual vacation leave with pay beginning at the end of their first six months in the service of the City. However, vacation credits for this probationary period will be granted to each employee from the date of his/her initial appointment.

10.02 Accumulation: Fire Department shift personnel accumulate vacation credits in proportion to other employees so that they receive an equivalent amount of vacation time off when their shift schedule is taken into account.

10.03 The vacation accrual rates set forth in Section 10.00 of the MOU, entitled Vacation Leave and CTO, shall be as follows:

10.03.01 Personnel assigned to a 24 hour shift on a 56 hour work week shall accumulate vacation hours as follows:

- (a) First year through the completion of the fourth year shall earn 4.6153 hours biweekly per year. (120 hours per year)
- (b) Fifth year through the completion of the ninth year shall earn 6.4615 hours biweekly per year. (168 hours per year)
- (c) Tenth year through the completion of the fourteenth year shall earn 8.5153 hours biweekly per year. (224 hours per year)
- (d) Fifteenth year through the completion of the nineteenth year shall earn 9.2307 hours biweekly per year. (240 hours per year)
- (e) Twentieth year and thereafter shall earn 11.0769 hours biweekly per year. (288 hours per year)

10.03.02 Personnel assigned to a 40-hour workweek shall accumulate vacation as follows:

- (a) Employee shall earn vacation credits at the rate of 3.39 hours biweekly for each full two weeks of service. (88 hours per year)
- (b) After completion of the fourth year of service, vacation credits for employees shall be increased to the rate of 4.9231 hours biweekly for each full two weeks of service. (128 hours per year)
- (c) After completion of the ninth year of service, vacation credits for employees shall be increased to the rate of 6.4615 hours biweekly for each full two weeks of service. (168 hours per year)

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- (d) After completion of the fourteenth year of service, vacation credits for employees shall be to the rate of 8.00 hours biweekly for each full two weeks of service. (208 hours per year)
- (e) After completion of the nineteenth year of service, vacation credits for employees shall be increased to the rate of 9.5395 hours biweekly for each full two weeks of service. (248 hours per year)

10.04 Vacation Schedule

- 10.04.1 Vacation selection shall occur by seniority (time of employment) on each platoon.
- 10.04.2 There may not be more than two (2) members on vacation on any scheduled work shift.
- 10.04.3 No vacation selection shall be approved when such selection will cause shift staffing to drop below the established minimum and which will thereby create a need for overtime coverage. This standard shall be applied at the time the vacation shift is requested.
- 10.04.4 Vacation selection shall occur and be concluded by December 31 of each year. Employees may change vacation dates with the approval of the Department.
- 10.04.5 Each round of vacation selection shall include the identification of a single shift or a group of continuous shifts by each member, chosen by order of seniority, until all vacation periods are chosen.
- 10.04.6 In the event an individual cancels a scheduled vacation period or day, notification of the employee's intent to cancel their vacation must occur at least 24 hours prior to the beginning of that leave. Employees who fail to provide such notice at least 24 hours prior to the beginning of that leave cannot report to duty for the shift(s) that they were scheduled for vacation on and their vacation hours will be used for that scheduled vacation period or day. The Battalion Chief shall make every reasonable effort to notify all shift members of the cancellation. Those days shall then be available for the assignment on the basis of seniority, with the most senior member of the shift given first choice to schedule those additional days of vacation.
- 10.04.7 Scheduled vacation shall include all shifts that are selected during the formal annual vacation assignment process. Unscheduled vacation shifts may be approved following the formal process for any remaining shifts where less than two members have approved vacation leave and when such additional vacation shifts will not diminish shift staffing below the established minimum.
- 10.04.8 Seniority (time of employment) shall prevail concerning vacation selection for Sections 10.04.4 and 10.04.7 only at the time of request. Senior personnel may not bump other personnel from a requested day once the day has been scheduled.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

10.05 Vacation Carryover:

In the event an employee's accumulated vacation credit exceeds 480 hours (20 shifts for shift employees) on the last day of the pay period that includes June 1st, City shall pay the employee the value of said excess so that he or she does not carryover vacation amounts in excess of 480 hours from year-to-year.

10.06 Payout Upon Separation: Upon separation, an employee shall be entitled to compensation for all accrued vacation leave.

10.07 Vacation Cashout for Existing Employee's "IRS Constructive Receipt":

Prior to December 23rd each calendar year, an employee may elect in writing, on an "Irrevocable Vacation to Cash-Out Election Form" to be provided by the City, to cashout their vacation hours for the following calendar year or to deposit the vacation cashout for the following calendar year directly into their 457(b) account. To be effective, the employee's written notice must be received by the Director of Human Resources or designee no later than December 23rd. The amount of vacation hours requested to be cashed out in the following calendar year may not exceed 56 hours, provided that those employees with accrued vacation leave balances exceeding 168 hours may elect to cash out a maximum of 112 hours per calendar year. The number of vacation hours must have already been earned before it may be cashed out. The dates available for vacation cash-out, which shall be set forth on the form provided by the City, shall be in March, June and September and December each year.

Example: To request to cash out 56 hours in the year 2020. The form must be submitted to HR by December 23, 2019. The vacation hours requesting to be cashed out in 2020 must be accrued in the year of 2020, these vacation hours cannot be hours that have already been earned in prior calendar years. Employees will need to estimate their accruals to determine when the vacation hours will be available to cash out.

It is understood that an employee using vacation shall always use vacation earned in prior years first before using vacation earned in the current year.

This provision shall have no effect on an employee's right to cash out all his or her accrued vacation at the time of the employee's separation/retirement from City employment.

10.08 Vacation and CTO for 24-hour shift personnel shall be scheduled and taken in at least twelve (12) hour increments. The increment of vacation or CTO used by personnel may be adjusted with prior approval of the Fire Chief.

10.09 Only one employee may be off duty on CTO during any shift. Employees may schedule CTO in advance no more than forty-five (45) days in advance of the requested time off. Employees must have sufficient CTO banked at the time of their request for time off to cover the leave period requested.

CTO shall not be scheduled or allowed when implementation of CTO will create a need for overtime to maintain minimum staffing levels at the time of the request.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

If two or more employees request CTO for the same day, during the same 24 hours period, seniority (date of permanent hire) shall determine who is granted CTO.

The Union and the City agree that these CTO limitations are necessary to avoid undue disruption in the day-to-day operations of the Fire Department.

SECTION 11.00 - SICK LEAVE

11.01 All full-time employees shall be granted paid sick leave credits beginning with date of original employment at the rate of one work day for each calendar month of municipal service. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Sick leave shall not be considered as a benefit which an employee may use.

11.01.1 Sick leave which is required after the employee reports to duty may be initiated as needed but must last for the remainder of the shift. An employee may not leave and return under these circumstances.

11.02 Fire Department shift personnel shall accrue sick leave at the rate of one 24-hour shift per month. Personnel assigned to a 40-hour workweek shall accrue sick leave at the rate of 3.6923 hours for each two full weeks of service. Sick leave accrual shall be unlimited.

11.03 Sick leave usage shall be allowed only in case of actual personal sickness or disability, medical or dental treatment, or for any of the following purposes: (1) diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) for an employee who is a victim of domestic violence, sexual assault, or stalking, to: (A) obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or their child; (B) seek medical attention for injuries caused by crime or abuse; (C) obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse; (D) obtain psychological counseling or mental health services related to an experience of crime or abuse; or (E) participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation. The term "family member" as used in this section shall have the meaning set forth in California Labor Code Section 245.5(c).

11.04 To use sick leave, employees working a 24 hour shift shall call the Duty Chief at Station 1 prior to 7:00 a.m. and request sick leave. Employees assigned to a 40 hour shift shall call the Fire Marshall/Battalion Chief or designee prior to the beginning of the work day. The employee shall in his or her requesting call state:

11.04.1 The nature of the illness;

11.04.2 The expected duration of illness;

11.04.3 Whether the condition is being treated by a physician;

11.04.4 Where the employee may be contacted.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 11.05 Any employee who has been absent for more than two (2) consecutive tours may be required without cause to provide a doctor's certificate if requested by the Fire Chief. The cost of the doctor's certificate, if any, shall be paid by the employee.
- 11.06 A doctor's certificate shall:
- 11.06.1 Be signed by a medical doctor;
 - 11.06.2 State when the employee may return to work;
 - 11.06.3 State the date the employee was examined; and
 - 11.06.4 Indicate that the illness or injury makes the employee unable to work, and/or, if the employee is able to work, specify any limitations on the ability to perform the essential functions of the job.
- 11.07 Personnel assigned to a 40-hour workweek who use more than 40 hours of sick leave shall be requested to submit a doctor's certificate authorizing such leave and indicating the nature of the illness or injury. The cost of the doctor's certificate, if any, shall be paid by the employee.
- 11.08 Unless an illness or injury is compensable under the Worker's Compensation Law, an ill or injured employee will have absent time charged to their available sick leave or accrued vacation pay until a determination is made that the illness or injury is compensable under the Worker's Compensation law. If available sick leave and vacation pay are insufficient or exhausted, absent time will be deemed to be leave without pay pending a determination that the illness or injury is compensable under the Worker's Compensation Law.

For the purposes of Subsection 11.06 only, compensability may be determined by the City Manager or designee upon the prompt filing of a supervisor's report, medical reports, if required and other satisfactory evidence. Any determination hereunder is tentative and without prejudice to the right of the City to contest the claim.

- 11.09 Upon separation from the City (not including retirement), except when an employee is terminated for just cause, the City shall pay the separating employee who has at least five (5) years of service, for unused accrued sick leave. The amount paid shall be equal to 2.5% per year of service for unused accrued sick leave. The payout formula shall be $2.5\% \times \text{years of service} \times \text{highest hourly rate} \times \text{sick leave hours accrued}$. Employees with less than five (5) years of service are not entitled to compensation for unused sick leave under this Section upon separation. Shift personnel shall first have their accrued sick leave converted by a factor of 1 to 3 and hourly rate converted by a factor of 1.4 to 1.
- 11.09.1 Employees hired after January 1, 1995, who are separating from the City with at least five (5) years of service and are not being terminated for just cause shall be paid for unused sick leave, after their sick leave hours have been converted as described in Sections 11.09 using the following formula:
 - 11.09.2 After completion of the fourth year: $0.25\% \text{ per year} \times \text{hourly rate} \times \text{accrued sick leave hours}$.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 11.09.3 After completion of the ninth year: 0.50% per year x hourly rate x accrued sick leave hours.
- 11.09.4 After completion of the fourteenth year: 0.75% per year x hourly rate x accrued sick leave hours.
- 11.09.5 After completion of the nineteenth year: 1.0% per year x hourly rate x accrued sick leave hours.

11.10

Sick leave cash out for Existing Employee's "IRS Constructive Receipt": Prior to December 23rd each calendar year, an employee may elect in writing, on an "Irrevocable Sick leave to Cash-out Election Form" to be provided by the City, to cashout their sick leave for the following calendar year or to deposit the sick leave cashout for the following calendar year directly into their 457(b) account. To be effective, the employee's written notice must be received by the Director of Human Resources or designee no later than December 23rd. Per the aforementioned each calendar year, an employee with five (5) years or more of service may elect to cash out accrued sick leave. The payout shall be in accordance with the formulas outlined in Section 11.09 for personnel hired prior to January 1, 1995 and in Sections 11.09-1 – 11.09.5 for personnel hired after January 1, 1995. The maximum amount shall not exceed 50% of an employee's balance. All personnel shall maintain a balance of at least 240 hours.

SECTION 12.00 - MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 13.00 - LEAVE OF ABSENCE

13.01 The Human Resources Director may grant a permanent employee leave of absence without pay not to exceed one year. Leave shall be considered upon written request of the Employee.

- 13.01.1 In evaluating Employee requests, the Human Resources Director shall consider the recommendation of the Department Head, departmental workload, the best interests of the City, the Employee's duration of employment, the Employee's performance record, and the reason for the leave.
- 13.01.2 Any Permanent Employee with a non-work-related injury or medical condition who has exhausted all sick leave may request a leave of absence with a doctor's certificate. At the City's discretion and expense, the City at any time may require a medical exam at a facility selected by the City.
- 13.01.3 An Employee who is on leave without pay status shall not earn any employment benefits (including, but not limited to, such benefits as vacation leave, medical benefits, sick leave, retirement benefits, credit for

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

time employed or seniority entitlements of any kind) for the period of such status, unless covered by FMLA/CFRA. It is the intent of this Subsection that one on leave without pay status is deemed unemployed for the period of such status in terms of earning benefits.

- 13.01.4 The City Manager may authorize medical benefits for an employee on leave without pay status in extraordinary circumstances and in the interests of the City. Said benefit shall not be granted in routine circumstances.
- 13.02 The Department Head shall have the authority to approve an unpaid leave not to exceed four (4) weeks.
- 13.03 Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position formerly occupied at the time leave was granted, (at the same step of the appropriate pay range), provided the employee does not have any disability or condition at the time of reinstatement which would prevent the employee from performing the duties of the position. Failure on the part of an employee on leave to report to duty on the date and time that leave terminates shall be just cause for discharge.
- 13.04 Nothing herein shall preclude an employee from waiving in writing the right to reinstatement as a condition to approval for a leave of absence. An employee who waives the right may request reinstatement in accordance with the City's Personnel Rules & Regulations.

SECTION 14.00 - JURY LEAVE

- 14.01 An employee, when called to serve on a jury, shall be given leave with pay to do so subject to these conditions:
 - 14.01.1 The employee shall notify the Department Head immediately upon receipt of the notice to serve; and
 - 14.01.2 Any payment received by the employee for serving on the jury shall be remitted to the City, except for mileage allowance and fees collected while on a day off.
 - 14.01.3 Any employee selected for jury duty who has been released from jury duty for the day, and is required to return to jury duty the following day, shall not be required to return to Fire Department duty for the remainder of the shift.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

SECTION 15.00 - FAMILY LEAVE

- 15.01 Employees having available sick leave to their credit may draw upon such sick leave for family medical purposes when a member in the employee's immediate family is involved.
 - 15.01.1 Immediate family is defined to include: mother, mother-in-law, father, father-in-law, spouse, Domestic partner, brother, sister, son, daughter, or grandparent, grandchildren, and adoptive parents and children whether the immediate family is of the employee's or employee's spouse's family.
 - 15.01.2 The use of family leave shall be limited to 72 hours per calendar year, unless a greater amount is required by Labor Code Section 233.
 - 15.01.3 As defined for the purpose of this Section, family medical purposes shall be construed to mean illness, accident, medical appointments or other related occurrences.
 - 15.01.4 For the purposes of Section 11.00, Family Leave usage shall not be viewed or counted as sick leave usage.
- 15.02 Employees may take up to four months unpaid family or medical leave within a 24-month period for the following:
 - 15.02.1 Birth of a child, adoption of a child, serious illness of a child, parent or spouse of an employee as well as the employee.
 - 15.02.2 The City will continue the same contributions towards medical insurance premiums as during active employment during the first four months. After that the employee can elect to continue benefits at his/her own expense for up to an additional 18 months.
 - 15.02.3 Upon return, the employee shall be reinstated to the position formerly occupied at the time leave was granted, (at the same step of the appropriate pay range), provided the employee does not have any disability or condition at the time of reinstatement which would prevent the employee from performing the duties of the position.
- 15.03 Any personnel requesting family leave between 2000 hours and 0800 hours shall be required to take the entire twelve (12) hours as leave. Personnel who have taken family leave may not return to duty later than 2000 hours. These restrictions are subject to exceptions at the discretion of the Fire Chief or his designee.
- 15.04 Each employee shall be allowed to use 72 hours of sick leave per calendar year for the birth or adoption of a child. Paid sick leave is available in connection with maternity leave only when the employee is ill or incapacitated as certified by an appropriate doctor's certificate. The City will follow all applicable requirements under the FMLA and CFRA with respect to maternity leaves. Following the birth of a child, employees may utilize paid CTO and vacation leave balances for at least one calendar month as follows: employees shall first exhaust accrued but unused comp time followed by available vacation balance. Employees shall coordinate with the City's Human Resources Department to ensure HR administrative procedures are observed with respect

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

SECTION 16.00 - COMPASSIONATE LEAVE

- 16.01 The City agrees to provide compassionate leave when death occurs to a member of the employee's immediate family not to exceed one work week (56 hours).
- 16.01.1 Immediate family is defined to include: mother, mother-in-law, father, father-in-law, spouse, domestic partner, brother, sister, son, daughter or grandparent, grandchild and adoptive parents or children whether the immediate family is of the employee's or employee's spouse's family.
 - 16.01.2 Salary paid during this leave is not deducted from any leave balance.
 - 16.01.3 Additional leave may be granted in special circumstances by the City Manager or their designee. An employee taking such additional leave may use vacation leave, CTO, or sick leave. An employee taking such additional leave may request leave donations of time to supplement their leave bank in accordance with the City's Catastrophic Leave Donation Program (Policy No. 3.6.1), however, employees may request leave donations prior to exhausting leave banks.
 - 16.01.4 Compassionate leave, which is required after the employee reports to duty may be initiated as needed, but must last for the remainder of the shift. An employee may not leave and return under these circumstances.
 - 16.01.5 Within one week after an employee's return from compassionate leave, upon request, the employee shall submit some satisfactory proof that a death in the family occurred.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

SECTION 17.00 OVERTIME

17.01 Non-Exempt Classifications

The following classifications are regularly scheduled to work one hundred and ninety two (192) hours in a twenty-four (24) day work period, or forty (40) hours in a seven day period, and are deemed non-exempt from contractual and statutory overtime as set forth in this section:

- Firefighter
- Fire Engineer
- Firefighter/Paramedic
- Fire Engineer/Paramedic
- Fire Captain
- Fire Battalion Chief
- Entry Firefighter
- Entry Firefighter/Paramedic
- Fire Captain 40-hour
- Fire Battalion Chief 40-hour
- Fire Prevention Inspector
- Hazardous Materials Inspector
- Fire Protection Engineer

17.02 Contract Overtime

Bargaining unit members in the non-exempt classifications listed above, shall be paid overtime for the time worked in excess of the employee's regular shift or for hours worked on a regularly scheduled day off. The rate of pay for overtime shall be time and one half the employee's base rate of pay plus all applicable special pays listed in section 17.06 below.

The Local agrees that an employee who works less than eight (8) minutes beyond their normal work hours shall not receive overtime. Overtime shall be based on staffing and service needs as determined by management. Distribution of overtime assignments will be done as equitably as feasible.

It is mutually understood and agreed that the assignment of overtime work by the City is necessary for the provisions of emergency services and as such, the assignment of overtime is at the discretion of the City taking into consideration the needs of the employee.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

Special assignments that require travel for department approved training or other associated non-emergency assignments in which the employee is working a 40 hour work week will be compensated for hours worked, however, any time spent in excess of the employee's regular shift or on a regularly scheduled day off shall be compensated at the overtime rate.

17.03 Statutory Overtime

For the purpose of calculating overtime pursuant to the requirements of the Fair Labor Standards Act ("FLSA"), the City has declared a twenty-four (24) day work period for all bargaining unit classifications eligible for the partial overtime exemption under section 207(k) of the FLSA. The work period commences at 12:01 am and ends at 11:59 pm, twenty four days later. For non-exempt employees regularly assigned to work forty (40) hours in a seven day period, the FLSA 207(k) overtime threshold is hours actually worked in excess of two hundred and twelve (212) in a twenty-eight (28) day work period. The rate of pay for overtime shall be time and one half the employee's base rate of pay plus all applicable special pays listed in section 17.06 below.

17.04 Dual Calculation to Determine Statutory Overtime Owed

Notwithstanding the contract overtime provisions outlined above, the City has adopted a dual calculation method whereby it calculates FLSA overtime in accordance with the requirements of the FLSA. This requires the payment of FLSA overtime for all hours actually worked by non-exempt employees in excess of one hundred and eighty two (182) in the twenty-four (24) day work period and for all other non-exempt employees in excess of two hundred and twelve (212) in the twenty-eight (28) day work period. To the extent the City's dual calculation method determines that FLSA overtime owed for the 24 or 28 day work period exceeds the amount of contract overtime paid pursuant to this section for the same 24 or 28 day work period, the difference will be paid to the employee in the following pay period by way of an "FLSA Adjustment".

17.05 In lieu of receiving overtime pay, employees shall be entitled to elect at the time the overtime is worked to receive compensatory time off at the rate of time and one half.

17.06 Regular Rate of Pay for Calculation of Contract and Statutory Overtime

For the purpose of calculating overtime as defined in this section, the following listed special pays and compensation will be added to the employee's base hourly rate of pay to arrive at the employee's overtime rate of pay:

1. Holiday-in-Lieu
2. Longevity
3. Bilingual Pay
4. Hazardous Material
5. Paramedic Incentive
6. Fire Premium Pay
7. Work-out-of-class Pay
8. Special Assignment Pay

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

17.07 Premium Pays

17.07.1 Emergency Call Back:

A minimum of two (2) hours pay or its equivalent in compensatory time off to be taken at the convenience of the City shall be guaranteed for any employee, at the rate of time and one-half the employee's base rate of pay plus all applicable special pays listed in section 17.06 above, who after leaving his/her place of duty is required without prior notice to return for emergency duties.

A minimum of three (3) hours pay or its equivalent in compensatory time off to be taken at the convenience of the City shall be guaranteed for any employee, at the rate of time and one-half the employee's base rate of pay plus all applicable special pays listed in section 17.06 above, who after leaving his/her place of duty is required without prior notice to return for emergency duties between the hours of 2200 and 0500 am.

17.07.2 Emergency Call Back (40-hour workweek personnel):

A minimum of three (3) hours pay or its equivalent in compensatory time off to be taken at the convenience of the City shall be guaranteed for any employee, at the rate of time and one-half the employee's base rate of pay plus all applicable special pays listed in section 17.06 above, who after leaving his/her place of duty is required without prior notice to return for emergency duties.

A minimum of four (4) hours pay or its equivalent in compensatory time off to be taken at the convenience of the City shall be guaranteed for any employee, at the rate of time and one-half the employee's base rate of pay plus all applicable special pays listed in section 17.06 above, who after leaving his/her place of duty is required without prior notice to return for emergency duties between the hours of 2100 and 0600.

17.07.3 Court Testimony: Fire personnel, when required to give court testimony off duty regarding City business shall receive time and one-half the employee's base rate plus all applicable special pays listed in section 17.06 above, which will be paid for the actual time spent in court and including travel time from Station 1.

17.07.4 For the purpose of this Section, overtime payment shall be calculated on an hourly rate derived from the monthly salary being paid to the employee earning the overtime on the date worked.

17.07.5 The overtime rate of pay is defined as base pay plus all special pays listed in section 17.06 above, provided that the employee earning the overtime is entitled to such special pay by the terms and conditions of this Memorandum of Understanding.

17.07.6 The use of leave (sick, vacation, etc.) shall only affect FLSA overtime.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

17.08 Compensatory Time Off

17.08.1 Employees assigned to a 24-hour shift duty may accrue up to 120 hours of compensatory time off (CTO) in lieu of overtime pay, with a maximum carryover of 80 hours per calendar year. CTO may be scheduled, subject to Section 10.09 of this MOU. For 24 hour shift employees, accrued CTO over eighty (80) hours which is not used by the last day of the pay period that includes June 1st, shall be paid off at the current rate applicable in that pay period which includes all applicable special pays identified in section 17.06.

Employees assigned to a 40-hour work schedule may accrue up to 120 hours per year, and may carry over up to 120 hours each calendar year. For 40 hour personnel, accrued CTO over 120 hours which is not used by the last day of the pay period that includes June 1st shall be paid off at the current rate applicable in that pay period which includes all applicable special pays identified in section 17.06.

Personnel may cash out additional CTO (i.e., reduce their CTO balances below the applicable cap – i.e., 80 or 120 hours).

Upon separation/retirement from City employment, the City shall cashout all accrued CTO hours to the employee.

SECTION 18.00 - HOLIDAYS

18.01 The following are the holidays observed by 40-hour and 56-hour employees:

1. January 1 (New Year's Day)
2. Third Monday in January (observation of Martin Luther King Jr.'s birthday)
3. Third Monday in February (observance of President Washington's Birthday)
4. March 31 (Cesar Chavez Day)
5. Last Monday in May (observance of Memorial Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. Thanksgiving Day
10. The Day After Thanksgiving
11. Christmas Eve (to be observed the last working day prior to Christmas)
12. December 25 (Christmas Day)
13. One Floating Holiday for 40-hour personnel.
14. In the event the holiday falls on Sunday the following Monday will be the holiday instead.
15. In the event the holiday falls on Saturday the preceding Friday will be the holiday instead.
16. Any other holiday declared by the City Council as a paid City holiday for City employees.

18.01.1 Personnel assigned to a 4/10 schedule shall be allowed eight (8) hours for any City holiday. The remaining hours of leave shall be taken from the employee's vacation or CTO balance.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 18.02 It shall be the policy of the Fire Department to allow employees who are required to work on recognized City holidays, as defined in Section 18.01, to reduce work activities provided that minimum levels of equipment and facilities maintenance are maintained and emergency response duties are not impaired. This Section shall not apply to special program assignments that may be required to be performed on that day. The intent of this Section is to allow those on-duty employees reasonable enjoyment of the holiday within the context of their duties as public safety employees.
- 18.03 Job classifications of Battalion Chief, Fire Captain, Engineer, Engineer - Paramedic, Firefighter-Paramedic and Firefighter shall be paid six percent (6%) over and above base pay as they are scheduled to work without regard for the above listed holidays.

SECTION 19.00 – TRAINING / TRAINING RELEASE TIME

- 19.01 Intent: It is the intent of the City to recognize the future growth of the City and its employees and to adopt a training policy which will encourage employees to avail themselves of job-related educational opportunities that will advance their knowledge and interests in the direction of their career with the City; and by so doing to improve the municipal service. This is with the realization that such a policy must be within the financial ability of the City, that the work for which an employee was appointed must be given first preference and that the City does not intend to expend training funds for the primary purpose of enabling an employee to secure a position with other agencies or firms;
- 19.02 Responsibility: Responsibility for developing training programs for employees shall be assumed jointly by the City Manager and department head. Such training programs may include college or university courses, lectures, demonstrations, assignment of reading matter or such other devices as may be available;
- 19.03 General Provisions:
- 19.03.1 Preparation for classes is to be on the employee's own time.
 - 19.03.2 Only full-time employees shall be eligible for reimbursement of training costs.
 - 19.03.3 To be eligible for reimbursement, employee must have received advance written recommendation by his department head and approval by the City Manager or designee.
 - 19.03.4 Reimbursement to an employee of the registration cost of such course shall be predicated upon the successful completion of the course by said employee.
 - 19.03.5 Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such training must be submitted by the employee for filing in his/her personnel file.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

19.03.6 Mileage at the then current city schedule from an employee's residence or place of work, whichever is closer, may be paid if:

1. A Training Request is completed; and
2. The Fire Chief approves the Travel Request and mode of transportation (private car, car pool, City car, etc.).

19.04 Education:

19.04.1 The City of Milpitas will provide a tuition reimbursement program for educational activities (which may include educational activities such as lectures, symposiums or seminars), which are job related and approved in advance by the Chief and the Human Resources Director. The amount of the fund shall not exceed the amount budgeted for this purpose. Any eligible employee whose regular assignment is less than full-time is entitled to the benefits of this section on a pro-rata basis (i.e. reimbursement under this Section for an employee who works ½ time would be 50% of the benefit provided to eligible full-time employees under this Section.). Except as provided in section 19.04.2, individual full-time employees are subject to a total reimbursement of \$2,000 (approximately the amount of tuition and registration costs for two semesters/6 units each at San Jose State University) plus books required by the reimbursed course, per fiscal year. Reimbursement is subject to the guidelines outlined in the Tuition Reimbursement S.O.P.

19.04.2 For employees who achieve a degree through an accelerated degree program, the employees may continue to receive reimbursement after achieving their degree, up to a maximum amount of \$10,000. For example, if an employee achieves a degree through an accelerated program in two years, and the degree would otherwise have taken 5 years to achieve, the employee may receive reimbursement for \$2000 each year for five years. In order to be eligible, all of the following requirements must be met:

- (a) The employee must remain employed by the City, and be employed on the last day of the fiscal year during which the employee receives reimbursement.
- (b) In the event employment is terminated, all future payment obligations under this section cease.
- (c) The employee must provide receipts and otherwise meet the terms of the City's tuition reimbursement policy.
- (d) The employee must demonstrate that the accelerated program resulted in achieving a degree, which would otherwise have met the reimbursement requirements.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

19.05 Educational Release Time/Educational Leave

19.05.1 Definitions:

Educational Release Time: When an employee is released from duty to attend an approved training or educational event and returns to duty on the same day of the event.

Educational Leave: When an employee attends an approved training or educational event at a remote location and is not expected to return to duty on the day (or days) of the event.

Assigned Training: Those training and educational events which are intended to address a specific department need and are assigned by the department administration. These events are not governed by the guidelines of this policy. It is understood that these training opportunities can be of benefit to an individual in career development. Therefore every effort will be made to ensure that such opportunities are distributed throughout the department to the extent practical.

19.05.2 In order to ensure return to duty in a timely fashion, educational release time will be granted only for events occurring in Monterey, Santa Cruz, San Mateo, San Francisco, Alameda, Contra Costa, Stanislaus, Solano, San Benito and Santa Clara Counties. It shall be the responsibility of the individual on release time to provide transportation.

19.05.3 Educational release time or educational leave shall only be granted for line personnel when staffing levels are above normal and may be canceled at any time as a result of an unanticipated drop in staffing below normal, or in event of emergency response or critical department business requiring the presence of the individual requesting the release time. Critical department business refers to activities which require the presence of the specific individual and which cannot be rescheduled or carried out by someone else.

19.05.4 The granting of educational release time or educational leave for individuals on staff assignment, or for Fire Prevention Bureau personnel shall be based on the impact such absence from duty will have on assigned duties and service to the public and will not be impacted by shift staffing levels.

19.05.5 Educational release time or educational leave requests may be granted only for approved events which shall include: Certification classes sponsored by the State Fire Marshal's Office (CFSTES), technical fire service workshops sponsored by the State Fire Marshal's Office, California Fire Chiefs' Assn., League of California Cities, or a regularly constituted Fire Agency or agencies or associations which are generally recognized by the Fire Service professional community (e.g., Individual fire department, NFPA, IAFC, IAFF); or for courses presented by a Community College which are directly related to the fire service (including Fire Science and Technology, Emergency Medical Service,

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

Hazardous and Toxic Materials, Emergency Management and Disaster Response, Public Fire and Life Safety Education, Inspection and Code Compliance, Fire Investigation, or Foreign Language courses designed to develop or maintain language skills for field emergency communication). Educational release time or educational leave are not available for such workshops or conventions that are clearly intended for labor issues or purely for social purposes.

19.05.6 Educational release time is provided in recognition of the scheduling difficulty presented by the shift firefighters' work schedule. It is not intended to relieve the employee of the responsibility to make every reasonable effort to complete her or his personal educational and training goals on her or his own time.

19.05.7 Educational leave is provided to allow fire department employees to attend training sessions and workshops which are held at a remote site and require the employee to travel a great distance to attend. Except as noted below, or as outlined in City procedures or the current M.O.U., the granting of educational leave shall include only the time required to attend and travel to and from the event. Registration, tuition, supplies, meals, lodging, etc. are not included.

19.05.8 The amount of release time or leave per individual shift employee shall be limited as follows:

- One college course per semester or quarter or,
- Four California Fire Academy Certification Courses per year or,
- One approved workshop or seminar of two days or more per year or,
- Two approved workshops or seminars of one day or less per year.

Additional educational efforts shall be the responsibility of the individual to accommodate on their own time or through the use of approved vacation leave or shift trades.

19.05.9 In the event of multiple requests for release time which are for similar periods of time, the release time will be rotated equally between the requesting individuals, beginning with the most senior.

19.05.10 The Department will also sponsor one or more qualified member(s) to attend the bi-annual Redmonds Symposium on Fire Fighter safety. The sponsorship shall include leave time, registration, transportation to and from the conference, meals and lodging. Selection for attendance at such symposium shall be made by the Chief or his/her designee, after receiving a recommendation, if any, from the Local.

19.05.11 Educational leave requests shall be accompanied by the normal City travel request and shall be forwarded for review and approval at least 45 days in advance of the event.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 19.05.12 For purposes of this MOU Section, normal daily staffing levels shall be as defined in Section 21.04.1.
 - 19.05.13 There shall be no out of state travel provided by the City unless it has been approved by the City Council pursuant to applicable resolutions or ordinances.
 - 19.05.14 This policy applies to members of Local 1699, it is not intended to apply to department executive and command staff members. Travel and training rules for management personnel shall be determined exclusively by the Fire Chief and City Manager.
- 19.06 The parties recognize the importance of continuing education and professional development for Local 1699 members. The parties agree to meet and confer on revising Section 19 of this MOU to reflect the shared objective of promoting continued education and professional development. The parties shall begin meeting and conferring in January 2025 and any resolution must be ratified by the membership.

SECTION 20.00 - ATTENDANCE

- 20.01 Employees shall be in attendance at their work in accordance with the provisions of this Memorandum of Understanding regarding hours of work, holidays and leaves.
- 20.01.1 An employee whose absence is not authorized will not receive pay or benefits for the absent period and shall be subject to discipline. Failure on the part of an employee absent without leave to return to duty shall be (without notice) grounds for discharge. It shall be the responsibility of an employee absent without leave to promptly notify the Duty Chief of the reason the employee is absent and of the employee's availability for duty.
 - 20.01.2 An unauthorized absence up to four hours is considered tardy and an unauthorized absence beyond four hours is considered absent without leave. Both are subject to disciplinary action.
 - 20.01.3 An employee who fails to appear for work for two (2) consecutive work tours without proper notice or authorized leave shall be deemed to have abandoned his or her position with the City. (M.O.U. Section 7.04)
- 20.02 Fire Suppression personnel shall work a 3-platoon, 48-hour period, comprised of two consecutive 24-hour shifts. The 24-hour shift shall commence at a designated time and continue through the following day. Each 24-hour shift is considered to be separate for purposes of leave requests. Fire Suppression personnel shall work a 56-hour average workweek. This work schedule shall continue during the term of this agreement unless mutually changed by both parties.
- 20.03 Personnel assigned to a 40 hour work week shall be scheduled in accordance with Section 37.
- 20.04 Upon recommendation of a physician, employees with medical work restrictions may be assigned to light duty (in lieu of Labor Code 4850 Time) on a 40-hour work week at the discretion of the Fire Chief or their designee.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 20.04.1 An employee who elects not to accept light duty assignment will have sick leave deducted on the basis of the employee's 24 hour work schedule in accordance with Section 11.01 of the Memorandum of Understanding.
- 20.04.2 An employee who accepts light duty assignment, and while on light duty assignment, is absent with authorization, shall have leave deducted in accordance with Section 11 of the Memorandum of Understanding.

SECTION 21.00 - STAFFING

- 21.01 The staffing requirements shall be as set forth in this Section 21.01, including subsections.
 - 21.01.1 The City agrees to maintain normal daily staffing at each fire station with one in-service engine company which shall be staffed with at least three (3) personnel, including at least one licensed and accredited paramedic. Each engine company shall normally be comprised of one fire captain, one fire engineer and one firefighter. The truck company shall normally be comprised of one fire Captain, two fire Engineers with Tiller Operator (TO) qualifications and one firefighter with one member being a licensed and accredited paramedic. The Rescue Medic Ambulance company shall normally be comprised of two firefighters with one being a licensed and accredited paramedic. For the purposes of this Section, individual secondary engines, patrol units, water tenders, squads and similar vehicles which are operated in conjunction with the primary engine or truck shall be considered as an integral part of that primary company.
 - 21.01.2 No primary emergency response engine company shall be comprised of fewer than three (3) personnel. No primary emergency response truck company shall be comprised of fewer than four (4) personnel. No primary emergency response rescue medic ambulance company shall be comprised of fewer than two (2) personnel.
 - 21.01.3 Each in-service engine and truck company shall be operated by an Engineer. Each in-service truck company shall be operated by an Engineer with Tiller Operator qualifications. An engineer need not be assigned to operate auxiliary or reserve equipment.
- 21.02 It is understood that for brief periods of time, companies with auxiliary equipment may be split due to emergency deployment.
- 21.03 If relief positions are not existing or unavailable, acting positions may be utilized.
 - 21.03.1 If overtime is required to meet the numerical staffing requirements, the vacant positions will first be offered to the corresponding overtime list.
- 21.04 Staffing Levels
 - 21.04.1 It shall be understood that for the purposes of this MOU, normal shift staffing shall be established at nineteen (19) (18 Firefighters and 1 Battalion Chief) in four stations. The City agrees to maintain 57

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)
(19+19+19) personnel and increase daily ALS staffing to include the truck company and rescue medic ambulance (ALS X 6).

- 21.04.2 When staffing is at the normal level or above, personnel shall be assigned to apparatus as follows:

Battalion 86 – One (1) personnel
Engine 86 - three (3) personnel
Truck 86 four (4) personnel
Rescue Medic Ambulance 86 – two (2) personnel
Engine 87 - three (3) personnel
Engine 88 - three (3) personnel
Engine 89 - three (3) personnel

Any additional personnel: Assignment to be determined by the Fire Chief.

SECTION 22.00 – ACTING OUT OF CLASS

- 22.01 When required, all personnel are subject to and shall accept assignment to act at a higher rank at the discretion of the Department Head. The ranks of Fire Engineer, Fire Captain and Battalion Chief can be filled with out of class personnel in accordance with Procedure 1000. Out of class personnel can be used in lieu of promoted personnel and shall act in the same capacity. Provided, however, that upon ten days prior written notice to the Fire Chief, an employee may elect not to be assigned to a higher rank, specifying the employee's reasons. Thereafter, and except in an emergency, said employee shall not be assigned to, or not be eligible for assignment to act, at a higher rank unless and until the following three requirements are met:

22.01.1 Two calendar years have expired

22.01.2 The employee requests assignment in writing; and

22.01.3 The employee demonstrates that the reasons for his original request no longer apply.

- 22.02 When so assigned, employees will be compensated out of class pay for the period of the assignment to the higher class.

- 22.03 Employees who are required to work in a higher classification on a temporary basis shall receive out of class pay equal to ten (10%) of their basic hourly rate in addition to their regular pay for all hours worked in a higher classification.

SECTION 23.00 - STATION ASSIGNMENT

- 23.01 Current station and platoon assignments are permanent and subject to the following conditions.
- 23.02 Permanent vacancies shall be filled by the Fire Chief. Priority consideration shall be given to:

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 23.02.1 Seniority in Rank.
 - 23.02.2 Employee preferences.
 - 23.02.3 Operational needs and training objectives as determined by the Fire Chief.
 - 23.02.4 Good of the service as defined in 23.03 below.
- 23.03 Administrative platoon or station assignments for the good of the service may be made by the Fire Chief after discussion with individual(s) involved. The Local shall be notified by the Fire Chief prior to the transfer. The good of the service shall include:
- 1. Personality conflicts.
 - 2. Disciplinary.
 - 3. Balancing platoons.
 - 4. Employee request for personal reasons.
- 23.04 In the event an individual is deemed to require special or similar rehabilitation, that individual may be temporarily reassigned to another station assignment, provided that adequate documentation is presented to confirm the need for the special assignment. This documentation shall include identification of specific deficiency(ies) in job performance. The duration of the assignment shall be determined by the Fire Chief with the advice of the affected supervisor and shift Battalion Chief. The Deputy Chief and the Training Battalion Chief shall work collaboratively to develop a work improvement plan regarding any deficiencies in work performance. Specific performance/training objectives shall be identified and provided to the affected employee prior to this assignment.
- 23.05 Personnel may be subject to temporary platoon or station reassignment by the Fire Chief to accommodate long-term vacancies.
- 23.05.1 Every effort will be made and in reasonable time to open the vacant position to volunteers for movement. At least four (4) calendar days prior to the intended date of reassignment, the Fire Chief or their designee shall send an email to all employees which identifies the position of vacancy, the estimated time frame of reassignment, and the date which the employee must respond by. Employees shall be provided at least four (4) calendar days to respond to said email. The Fire Chief shall reassign a volunteer to accommodate the long-term vacancy in accordance with Sections 23.05.2 and 23.05.3 of this MOU so long as the volunteer is qualified for the reassignment.
 - 23.05.2 Temporary reassignments and balancing of platoons will be made based on seniority in rank and the classification of the vacant long-term position with low seniority being transferred after consulting with the individual involved and notification to the Local prior to the transfer.
 - 23.05.3 Persons receiving temporary reassignments or transfers shall return to last previous assignment upon completion of temporary reassignments or transfers.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

23.06 Entry level personnel on probation are assigned at the Fire Chief's discretion.

23.07 All transfer requests shall be subject to the final approval of the Fire Chief.

23.08 Bid Process

23.08.1 Personnel shall be assigned to an individual station and company using the bid process as follows:

23.08.2 Bidding for station and company assignments may be initiated among personnel every two (2) years upon a written request from the Union's Executive Board. By the end of August of each year, the Union will vote to decide if a bid will commence for the following year. If a bid has been so approved, the bid will be held at the end of September of that year.

23.08.3 Bidding shall occur first by rank then by time in grade seniority. The order of bidding shall be Battalion Chiefs (including 40-hour), Captains (including 40-hour), then Engineers and Engineer/Paramedics and then Firefighters and Firefighter/Paramedics. There shall be no exception to the order in which classifications are bid.

23.08.4 The date of the bid should be announced thirty (30) days in advance. All personnel must be available in person or by phone to exercise their option. Any personnel who fails to select a position at this time shall be assigned a position at the discretion of the Fire Chief.

23.08.5 The bid process is not subject to arbitration.

23.09 Filling Permanent Vacancies

23.09.1 In the event a vacancy in a permanent position occurs during a bid cycle, the position(s) shall be filled using the following process:

23.09.2 The vacant position shall be announced, in writing, by the Fire Chief and every effort shall be made to fill it by the next FLSA period.

23.09.3 All personnel eligible to fill the vacant position shall have at least two (2) tours to respond in writing of their desire to be considered to fill the vacancy.

23.09.4 At the end of the allotted period, the Fire Chief shall fill the position with the most senior person who applied for the vacancy.

23.09.5 If another vacancy occurs, this process shall continue until all of the available openings have been filled.

23.10 Hazardous Materials Specialists

23.10.1 Station 4 has been designated as the station where hazardous materials personnel in the following classifications are assigned: Fire Captain and Fire Engineer. The bid assignment for hazardous materials personnel shall remain in effect for three (3) years.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

SECTION 24.00 - EXCHANGE OF TIME

- 24.01 The responsibility for repayment of the time exchanged between employees rests entirely with the individuals involved. The City assumes no liability whatsoever. Absence due to illness or failure to report to work is the liability of the sick or offending party.
- 24.01.1 Requests for exchanges of time must be made twenty-four (24) hours in advance and are subject to approval by supervising officers. Approving officers are responsible for the qualifications of relieving personnel. The latter must be qualified and otherwise able to perform all of the regular duties of the person being relieved. Acting status is not considered a regular duty. Individuals exchanging time shall accept all responsibility for the time exchanged.
- 24.01.2 Individual requesting exchange of time is not relieved from duty until his/her relief has advised the shift officer that he/she is ready for duty.
- 24.01.3 Exchange of time shall be done for an equal exchange of hours.
- 24.01.4 An officer may only exchange time with another officer or in accordance with Section 24.01.8.
- 24.01.5 Exchange of time is not allowed for outside employment.
- 24.01.6 Personnel shall not be permitted to exchange time within 48 hours following the use of sick leave.
- 24.01.7 It is understood and agreed that management may with just cause cancel exchange of time.
- 24.01.8 Qualified acting personnel who have satisfied the necessary training requirements may exchange time with personnel of higher rank. Individuals who have successfully completed such training and are qualified to act in a higher rank shall be designated by the Training Officer.
- 24.01.9 Battalion Chiefs may disapprove exchanges of probationers in case of poor performance.
- 24.01.10 Officers exchanging time must leave a clear statement of the goals to be achieved during the exchange. The officer that is filling a position as a result of an exchange will accomplish all objectives unless interrupted by an emergency or with the approval of the Duty Chief.
- 24.02 Probationary Firefighters may exchange time (shift trade) with the approval of their immediate supervisor. The immediate supervisor shall consult with the Fire Chief or designee prior to granting approval for such trades to determine whether the trade will negatively impact the performance or training and development of the requesting probationary firefighter.
- 24.03 In order to reduce overtime expenditures, an officer who is replacing an employee of subordinate rank during an exchange of time may be assigned to any officer

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

position, in any station, regardless of the regular duties of the employee being replaced.

SECTION 25.00 - SAFETY EQUIPMENT

- 25.01 The City shall furnish to all represented employees, and periodically inspect, all safety equipment as specified in the applicable department SOP.
- 25.02 Each employee shall be responsible for the repair and replacement of safety pants, boots and cleaning all safety equipment (cleaning safety pants is compensated through the uniform allowance).
- 25.02.1 Replacement or special cleaning of any safety equipment due to any hazardous material contamination will be the responsibility of the City.
- 25.02.2 All replaced or repaired safety equipment shall be in accordance with Cal OSHA regulations as they relate to protective equipment for structural firefighting.
- 25.02.3 All safety equipment is the property of City and shall only be used for City business.
- 25.02.4 40-hour personnel shall be allowed to wear a shoe/boot that will conform to the orthopedic nature of their feet while in the office or meeting in a non-hazardous environment. Prior to leaving the office for inspections or when hazards will be present, department approved safety boots shall be worn.
- 25.03 In the event that the State, through its OSHA Program, requires the purchase of new, different or additional safety equipment, the City will provide equipment as required by applicable law, or meet and confer with the Local.

SECTION 26.00 - DAMAGED PERSONAL ARTICLES (Watches and Eyeglasses)

The City agrees to repair or replace eyeglasses (including contacts) and watches that become damaged while on duty through no carelessness or neglect on the part of the employee, subject to the following limitations: any compensation for a watch not to exceed \$50.00; any compensation for glasses not to exceed \$150.00; any compensation for contact lenses not to exceed the difference between actual replacement cost and insurance deductible up to a maximum of \$50.00. The employee must apply for any applicable insurance coverage, and the City shall be reimbursed for insurance payouts. The employee shall provide the City with a copy of a receipt for the replaced item in order to receive a reimbursement.

SECTION 27.00 – EMPLOYMENT, INTERNAL AND EXTERNAL

- 27.01 The City will open recruitments in the following order: Internal (promotional) recruitments then open competitive recruitments. The Fire Chief will consider successful candidates from the internal promotional eligible list first and must determine if the

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)
position will be filled internally before reviewing an external list including any successful candidate from that list.

27.02 Employees may engage in other employment or business activity that is not inconsistent, incompatible or in conflict with the Employee's duties and which does not involve time demands that would reduce the Employee's efficiency.

27.03 An Employee's outside employment, activity or enterprise may be prohibited by the Fire Chief if it:

- (a) Involves the use for private gain or advantage of City time, facilities, equipment and supplies; or the badge, uniform, prestige or influence of the City office or employment.
- (b) Involves receipt or acceptance by the Employee of any money or other consideration from anyone other than the City for the performance of an act which the Employee, if not performing such act, would be required or expected to render in the regular course of hours of City employment or as a part of regular duties.
- (c) Involves the performance of an act which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other Employee of the City.
- (d) Involves such time demands as would reduce the Employee's efficiency.

27.04 Employees must notify the Human Resources Director of other employment or business activities in writing, and must receive written approval, prior to engaging in such activities. Unless such notice is impossible or impractical; in such cases notice shall be submitted on the Employee's next working day. Disapproval of other employment may be appealed to the City Manager whose decision shall be final. Other employment shall be kept in the Employee's personnel file and maintained according to Personnel Rules Section 11.00.

SECTION 28.00 - SENIORITY

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

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

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

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 28.02 When the date of employment is the same, time of employment is established by examination score. Examination score will establish badge number.
- 28.02.1 When the date of promotion is the same, seniority concerning time-in-grade is established by the date of hire.
- 28.02.2 When seniority cannot otherwise be determined, time in grade is established by badge number.
- 28.02.3 When individuals are essentially tied in any competitive promotional or special assignment process, time in grade at the immediate lower classification shall determine order of placement on the eligibility list.
- 28.03 Choice of assignments (station, platoon, specialty, etc.) shall occur in order of time in grade from among qualified members.
- 28.04 Vacation selection shall be made in order of time of employment within the selection pool.
- 28.05 Any reduction in rank will result in an employee returning to last held position with retention of seniority previously held in lower rank based on this Section.
- 28.06 In the event of a reduction in force, time of employment shall determine the order of lay-off, within the affected classes, with the least senior member laid off first.

SECTION 29.00 - INCENTIVE PAY

- 29.01. Employees who are not employed as paramedics will be required to obtain and maintain certification as an Emergency Medical Technician (EMT) as a condition of employment. The City shall provide employees who are certified as an EMT a \$200 per month incentive pay which shall be rolled into a percentage of base pay (i.e., \$2,400 per year).
- 29.02 Fire Prevention staff are required to complete the State Fire Marshal Fire Inspector 1 course series for certification or the 40-hour OSHA HazWOPER (Hazardous Materials) course for certification per their individual job requirements. The City shall provide employees who are so certified a \$200 per month incentive pay which shall be rolled into a percentage of base pay (i.e., \$2,400 per year).
- 29.03 Educational release time may be offered for these courses according to Department policy. The City shall accrue no overtime liability for attendance at these courses.
- 29.04 Members are entitled to receive only one of the incentives described in paragraphs 29.01 and 29.02
- 29.05 The longevity provisions for all employees shall be as follows:
- 29.05.1 Effective the first full pay period following the completion of an employee's 9th year of regular, full time service, a longevity incentive of three percent (3% %) over base pay.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 29.05.2 Effective the first pay period following the completion of an employee's 14th year of regular, full time service, an additional two percent (2%) over the previous three percent (3%) longevity incentive for a total increase of five percent (5%) over base pay.
- 29.05.3 Effective the first pay period following the completion of an employee's 19th year of regular, full-time service, an additional two percent (2%) over the previous five percent (5%) longevity incentive for a total increase of seven percent (7%) over base pay.
- 29.05.4 Effective the first pay period following the completion of an employee's 24th year of regular, full-time service, an additional two percent (2%) over the previous seven percent (7%) longevity incentive for a total increase of nine percent (9%) over base pay.
- 29.05.5 Effective the first pay period following the completion of an employee's 25th year of regular, full-time service, an additional two percent (2%) over the previous nine percent (9%) longevity incentive for a total increase of eleven percent (11%) over base pay.
- 29.05.6 Effective the first pay period following the completion of an employee's 26th year of regular, full-time service, an additional four percent (4%) over the previous eleven percent (11%) longevity incentive for a total increase of fifteen percent (15%) over base pay.
- 29.06 Employees assigned to a reimbursable strike team, overhead, or assist-by-hire deployment shall receive a differential of ten percent (10%) of their base salary. The pay differential shall apply from the time of the deployment to the employee's return from deployment. USAR deployments are excluded from this pay differential.
- 29.07 Physical Fitness Program:

The City and Union agree that physical fitness is important and share the goal of increasing the health and fitness of employees. The City shall develop and implement a physical fitness program in collaboration with the Union. The program shall test various components of physical fitness. The City and Union agree to begin meeting and conferring no later than August 1, 2025, over the components and details of the program. Employee participation in the program shall be voluntary. As part of the physical fitness program, employees choosing to participate in the program shall be given one test annually to measure their individual fitness level. Employees shall be provided an opportunity to participate in the test while on duty and without loss of compensation or benefits. The City shall award up to twenty-four (24) hours of vacation leave per year to an employee who participates in the test. The amount of vacation leave so awarded shall depend upon the physical fitness level of the testing employee. The Union and City shall agree on the details of the physical fitness levels and the corresponding amount of vacation leave awarded for successfully meeting each level.

SECTION 30.00 - UNIFORM ALLOWANCE

30.01 All employees shall receive an annual uniform allowance of \$1,000.00 per year. Such allowance shall be paid bi-weekly. In addition, the City shall provide one pair of safety shoes to sworn personnel every two years.

30.01.1 All employees shall equip and maintain uniforms as prescribed by departmental standards.

SECTION 31.00 - RETIREMENT

The City shall contract with the California Public Employees Retirement System (CalPERS) to provide the retirement plans described in this Section 31, including subsections.

31.01 Tier One: 3% at 50 Retirement Plan – Employees Hired Before April 8, 2012

This Section 31.01 shall apply to employees in the bargaining unit hired before April 8, 2012.

31.01.1 3% at 50 Pension Formula

The enhanced retirement program commonly referred to as the 3% at Age 50 Plan will be available to bargaining unit employees covered by this Section 31.01 as of the date specified by CalPERS in its contract with the City.

31.01.2 Final Compensation Based On Twelve Month Period

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 31.01 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

31.02 Tier Two: 3% at 55 Retirement Plan – Employees Hired On or After April 8, 2012, and Before January 1, 2013, or Who Qualify For Pension Reciprocity

This Section 31.02 shall apply to employees in the bargaining unit hired on or after April 8, 2012 and before January 1, 2013. In addition, this Section 31.02 shall apply to employees hired on or after January 1, 2013 who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements.

31.02.1 3% at 55 Pension Formula

The retirement program commonly referred to as the 3% at Age 55 Plan will be available to bargaining unit employees covered by this Section 31.02 as of the date specified by CalPERS in its contract with the City.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

31.02.2 Final Compensation Based On Twelve Month Period

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 31.02 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

31.03 Tier Three: Public Employees' Pension Reform Act (PEPRA) Retirement Tier Required For Safety Employees Hired On or After January 1, 2013

This Section 31.03 shall apply to employees in the bargaining unit hired on or after January 1, 2013.

31.03.1 2% at 50 – 2.7% at 57 Pension Formula

As required by Government Code Section 7522.25, the Safety Option Plan 2 (2% @ 50 – 2.7% @ 57) pension formula shall apply to employees covered by this Section 31.03.

31.03.2 Final Compensation Based On 36-Month Period

As required by Government Code Section 7522.32, effective January 1, 2013, for purposes of determining a retirement benefit, final compensation for employees covered by this Section 31.03, shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

31.04 Provisions Applicable to All Tiers

To the extent permitted by law and CalPERS rules and regulations, the provisions of this Section 31.04 shall apply to all eligible employees in the bargaining unit in all three pension tiers.

31.04.1 The benefit under Government Code § 21547.7 – Alternate Death Benefit for Local Fire Members Credited with 20 or More Years of Service. This will become effective pursuant to CalPERS rules and regulations.

31.04.2 The 1959 third-tier Survivor's Benefit and military service buy-back options shall apply to the extent permitted by law and as long as all applicable CalPERS requirements have been satisfied.

31.04.3 Required Pension Cost Contributions

31.04.3.1 Basic Employee Contribution Amount

Each employee shall be responsible for the full "employee contribution" required by CalPERS. For Tier One and Tier Two employees, this employee contribution amount is currently (2014) 9% of PERSable compensation. For Tier Three (PEPRA) employees, this employee contribution amount is fifty percent (50%) of normal costs as required by Government Code Section 7522.04(g).

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

31.04.3.2 Pension Cost Sharing Amount

In addition to the basic employee contribution amount described in Section 31.04.3.1, employees shall pay, through payroll deduction, an additional three percent (3%) of PERSable compensation toward the City's costs of pension benefits.

The cost sharing agreements described above were implemented as authorized by Government Code Section 20516, and reflect the maximum cost-sharing contribution amount authorized by Government Code Section 20516.5(b), as added by the California Public Employees' Pension Reform Act of 2013 (PEPRA). The City implemented a CalPERS contract amendment effective June 28, 2015 that incorporated this cost sharing agreement into the City's CalPERS contract, including any provisions necessary to credit the employee cost sharing contributions to employees' CalPERS accounts.

31.05 To the extent permitted by law, including Internal Revenue Code Section 414(h)(2), employees' pension cost contributions shall be made on a pre-tax basis..

31.06 The City agrees to pay an employee who is retiring an amount equal to 2-1/2% per year of service for unused accrued sick leave. An employee is eligible upon reaching minimum retirement age (but possibly sooner if employee is retiring because of death or disability) with at least 5 years of service. Maximum benefits payable are:

31.06.1 Regular Retirement 100%

31.06.2 Disability Retirement 100%

31.06.3 Death 100%

The pay-out formula will be: 2.5% x years of service x highest hourly rate x sick leave hours accrued. Hours accrued at a 56 hour rate shall not be converted prior to applying this formula. This formula shall apply to employees hired before January 1, 1995.

31.06.4 Employees hired after January 1, 1995 shall be subject to the formula outlined in Sections 11.09.2 – 11.09.5 . Hours accrued at a 56 hour rate shall not be converted prior to applying this formula.

31.07 Retiring Employees - Family Medical Continuation: The City agrees to permit represented retiring employees to pay the cost of continuing a medical plan for family members provided that there shall be no additional cost to the City in permitting the employee to continue medical coverage, except for reasonable administrative costs.

31.08 The City agrees to pay the premiums for employees retiring after January 1, 1990 through December 31, 1994 as long as the retiree maintains enrollment in one of the City health plans. Former employees retired prior to January 1, 1990 may continue health plan membership at their own expense as long as membership has been maintained.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

31.08.1 Retiree medical benefit insurance shall include provisions for employees hired prior to January 1, 1995 and after January 1, 1995 as follows:

31.08.2 Employees hired prior to January 1, 1995 shall be subject to the following provisions with respect to post-retirement medical insurance benefits:

Upon completion of the first through the ninth year of service, and upon retirement, the City shall provide 50% of the lesser amount – either the “retiree cap amount” (defined below), or the actual premium, only as long as the employee remains in one of the City sponsored health care programs.

Upon completion of the tenth year this payment of the retiree's medical insurance shall increase to 100% of lesser amount – either the “retiree cap amount” or the actual premium.

31.08.3 Employees hired after January 1, 1995 shall be subject to the following provisions with respect to post-retirement medical insurance benefits, upon and after CalPERS retirement.

Upon completion of the first through the ninth year of service, and upon retirement, the City shall provide 25% of the lesser amount – either the “retiree cap amount” or the actual premium for the employee only as long as the employee remains in one of the City sponsored health care programs.

Upon completion of the ninth year this payment of the retiree's medical insurance shall increase to 50% of the lesser amount – either the “retiree cap amount” or the actual premium.

Upon completion of the fourteenth year this payment of the retiree's medical insurance shall increase to 75% of the lesser amount – either the “retiree cap amount” or the actual premium.

Upon completion of the nineteenth year this payment of the retiree's medical insurance shall increase to 100% of the lesser amount - either the “retiree cap amount” or the actual premium.

31.08.4 Retiree cap amount: For employees who are otherwise eligible for a health care contribution pursuant to this MOU after retiring from City service, and who retire after February 20, 2007 (City Council Adoption) is approved by the City Council, the following caps apply: the City's contribution is limited to 15% more than the City's single, medical premium contribution for active employees at the Kaiser rate (hereafter the “retiree cap amount”). [For example: If the active employee maximum City contribution for a single plan is \$210/month, the retiree will be eligible for up to $\$210 + 15\% = \$241.50/\text{month}$. If the retiree's plan premium is \$241.50 or less, the City will pay the applicable premium only. If the retiree's plan premium is greater than \$241.50, the City will pay \$241.50 toward the premium and the retiree will be responsible for the remainder.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

SECTION 32.00 – SALARY

- 32.01 July 2024 Salary Schedule Increase: Effective the first full pay period in July 2024 (starting July 14, 2024), a new adjusted salary schedule will be in effect (Appendix A-1). Effective the first full pay period in July 2024 (starting July 14, 2024), following the implementation of the adjusted salary schedule, all salaries shall be increased by nine percent (9%). Salaries are reflected in “Appendix A-2” attached hereto and are hereby incorporated by this reference as though set forth in full herein.
- 32.02 July 2025 Salary Schedule Increase: Effective the first full pay period in July 2025 all salaries shall be increased by five percent (5%). Salaries are reflected in “Appendix A-3” attached hereto and are hereby incorporated by this reference as though set forth in full herein.
- 32.03 July 2026 Salary Schedule Increase: Effective the first full pay period in July 2026 all salaries shall be increased by four percent (4%). Salaries are reflected in “Appendix A-4” attached hereto and are hereby incorporated by this reference as though set forth in full herein.
- 32.04 City and Union representatives will select a third-party expert to conduct a Classification and Compensation Study for all Union-represented classifications (the analysis would include compaction as one component of the analysis) through the City’s RFP process. Subject to Finance staff capacity, the intention is to select the third-party by August of 2025 to complete the study and recommendations by December of 2026. The comparator agencies for said study will be confirmed once the third-party is selected through the RFP process and will include the comparator agencies from the salary survey: Santa Clara County Central Fire Protection District, City of San Jose, City of Mountain View, City of Palo Alto, City of Gilroy, City of Fremont, City of Hayward, and the City of Santa Clara. Additional comparators may be included upon recommendation of the third-party and in agreement between the City and Union. The City shall cover all costs associated with the expert.

SECTION 33.00 - BENEFITS

- 33.01 The City will contribute toward medical benefits, capped at the applicable Kaiser plan rate (i.e., single rate for single employees; two party rate; family rate; etc.). Dependents must meet eligibility requirements under plan terms.
- 33.01.1 Unit members may apply their medical benefit contributions toward health premiums for approved and available health plan providers other than Kaiser. Any additional cost for such coverage will be the responsibility of the member and may be deducted pre-tax from the member's pay check on a monthly basis.
- For the term of this MOU, the City shall continue to provide the current dental insurance plan through Delta Dental, or one with equivalent benefits and geographic availability, and shall continue to pay the full cost of the plan’s monthly premiums.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 33.01.2 The City shall contribute toward a long-term disability program for each eligible full-time employee provided that the premium does not exceed twenty dollars (\$20.00) per month. Such payments shall be made to employees as part of their monthly compensation and shall be subject to taxes and deducted monthly from such compensation.
- 33.02 The City will pay for a vision plan covering each permanent employee and eligible dependents.
- 33.03 The City agrees to provide CalPERS Domestic Partner health coverage.
- 33.04 Employees who are covered as an eligible dependent under another health insurance plan may waive health coverage and receive a total of one hundred and twenty-five dollars (\$125.00) per month towards compensation in a cafeteria plan, as permitted by law. Employees who wish to waive health insurance coverage must complete the City of Milpitas' "Health Insurance Waiver" indicating they agree to abide by the terms and conditions of the waiver.
- 33.05 Trainees shall receive benefits as follows: (1) full medical coverage; (2) uniform allowance; (3) dental coverage; and (4) enrollment in CalPERS. After graduation from the fire academy: (1) holiday in lieu pay; and (2) EMT incentive pay (if certified). Trainees shall not be eligible for floating holidays or other compensation elements not listed in this Section 33.05. Benefits shall accrue on a 56 hour work week basis for 24 hours shift employees, and a standard work day is equivalent to 11.2 hours. Vacation and sick pay shall begin to accrue upon appointment to the trainee position.
- 33.06 The City shall contribute fifty dollars (\$50) per employee per month towards a qualified deferred compensation plan made available by the City (IRC § 457) to be designated by the employee.

SECTION 34.00 - RETIREE DEPENDENT HEALTH CARE FUND

34.01 The Retiree Dependent Health Care Fund

The City will contribute 1% of payroll with benefits to a fund to be used to help pay the medical premiums of dependents of eligible retirees, and dependents of eligible employees who became deceased while still employed (the "Fund"). The City's annual 1% of payroll with benefits contribution shall be recalculated each fiscal year based on the applicable payroll as of the last full pay period in June. The City will annually deposit this amount in the Fund by the end of August.

This Fund will be administered by the City, subject to rules for the fund's administration. The City agrees to implement the dependent fund in accordance to CalPERS rules of eligibility.

- 34.02 Initial Funding: The City's initial contribution to the Fund will be pro-rated to the first pay period after February 20, 2007 (City Council Adoption).

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 34.03 City's Financial Obligation Limited to 1%. In no case will the City be required to place funds in the Fund above the 1% of payroll and benefits as specified in this MOU.
- 34.04 Contributions From the Fund Toward Retiree Dependent Premiums: Contributions from the Fund toward the medical premiums covering dependents of retirees and eligible surviving dependents of deceased employees shall be limited as follows:
- 34.04.1 100% for permanent IAFF employees hired prior to January 1, 1995, and retired or deceased while employed on or after February 20, 2007. (Council's adoption of MOU), who have at least ten (10) years of full-time or equivalent service with the City of Milpitas.
 - 34.04.2 50% for permanent IAFF employees hired prior to January 1, 1995, and retired or deceased while employed on or after February 20, 2007 (Council's adoption of MOU), who have at least five (5), but less than ten (10) years of full-time or equivalent service with the City of Milpitas.
 - 34.04.3 For permanent IAFF employees hired on or after January 1, 1995, and retired or deceased while employed on or after February 20, 2007 (Council's adoption of MOU), who have at least five (5) years of full-time or equivalent service with the City of Milpitas:
 - (i) 25% for retirees with less than nine (9) years of service;
 - (ii) 50% for retirees upon completion of nine full (9) years of service;
 - (iii) 75% for retirees upon completion of fourteen full (14) years of service;
 - (iv) 100% for retirees upon completion of nineteen full (19) years of service.
 - 34.04.4 Any payments from the Fund to eligible dependents of IAFF employees who became deceased while employed prior to the adoption of MOU shall be made prospectively only.

SECTION 35.00 - NO DISCRIMINATION

- 35.01 The City of Milpitas will not discriminate in employment practice in regard to race, color, ancestry, national origin, religious creed, sex, sexual preference, age, medical condition (cured or rehabilitated cancer), physical handicap, marital status, or political opinion or affiliation or local activity, or any other reason protected by law, unless such factor shall be a bona fide occupational qualification for the position, or such action is required to comply with federal or state law.
- 35.02 The Local shall not restrict its membership in regard to race, color, ancestry, national origin, religious creed, sex, sexual preference, age, medical condition (cured or rehabilitated cancer), physical handicap, marital status, or political opinion or affiliation or local activity, or any other reason protected by law, unless such factor

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

shall be a bona fide occupational qualification for the position, or such action is required to comply with federal or state law.

SECTION 36.00 - NO STRIKE

The Local, on its own behalf and on behalf of the unit employees it represents, agrees that during the term of this MOU, and throughout all periods when there is any effort or procedure underway to arrive at a successor Agreement, and during any period when the law prohibits strike activity, there will be no strike, work stoppage, concerted unauthorized absences, slow-down, or refusal to cross picket lines of any sort; and that the Local will not directly or indirectly encourage or condone such actions by unit employees, and will promptly undertake all possible steps to cause any such actions to cease.

Any bargaining unit member violating this provision shall be subject to disciplinary action, up to and including termination of employment.

This provision may be specifically enforced in any court of competent jurisdiction.

The parties agree that notwithstanding the no strike provision of the existing MOU, firefighters may, with the approval of the Fire Chief, shop for food items outside of their district in order to avoid crossing a picket line.

SECTION 37.00 - HAZARDOUS MATERIALS SPECIALIST

37.01 Except as provided herein (see, e.g., MOU § 21.04.3), there shall be a special incentive pay equal to 6% of an individual's base salary for each member assigned to the Hazardous Materials focus assignment and who has received certification as a Hazardous Materials Specialist, with the exception of Firefighter/Paramedic and Fire Engineer/Paramedic who receive a 12% differential incentive. The Fire Chief may amend this requirement for qualification for incentive pay in the event State and Federal standards for this activity are changed.

37.02 There shall be at least two (2) Hazardous Material Specialists on duty at all times. Any deviation from this Section shall be approved by the Fire Chief prior to implementation.

SECTION 38.00 - MISCELLANEOUS

38.01 All shift relief overtime shall be paid at the 24-hour rate.

38.02 Light Duty (Pregnancy): City agrees to temporarily transfer a pregnant employee to a less strenuous and less hazardous assignment for the duration of her pregnancy upon her request and upon the written recommendation of her physician (and physician's release of the employee to work) upon the following conditions:

38.02.1 That the temporary assignment may be in any department of the City.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 38.02.2 That the duties to be performed in said temporary assignment shall be those designated by the Fire Chief or their designee, provided that the duties shall be consistent with the written recommendations of the employee's physician.
- 38.02.3 Said employee shall not be increased or reduced in pay or benefit by virtue of said temporary transfer.
- 38.03 Special Assignment: At the City's discretion, special assignments may be made to Fire Prevention, Training, and administrative functions to provide special services without permanent appointments or promotions. Special assignments in each category requires minimum training, experience, and education. It is agreed that assignments which carry additional compensation (i.e., "special assignments") will be open to all qualified employees. The City and Local agree to discuss the method of selection.

It is also agreed that the City will meet and confer with the Local regarding compensation for special assignments.

 - 38.03.1 Special assignment pay of ten percent (10%) above base pay shall apply to employees assigned to Battalion Chief 40 Hours or Fire Captain 40 Hour indefinitely or as a temporary short-term or long-term appointment under Rule 7.05 of the personnel rules. The ten percent (10%) special assignment pay shall be pensionable compensation. The employee assigned to the Battalion Chief 40 Hours or Fire Captain 40 Hour role shall receive City-designated paid holidays as time off.
 - 38.03.2 Transfer from a Special Assignment: The City may transfer an employee from a special assignment even though said transfer will result in a loss of pay, benefits or privileges. No such transfer shall be made:
 - 38.03.3 Without reasonable notice (as the circumstances permit) to such employee.
 - 38.03.4 The employee's written objections, if any, are considered by the Department Head before the transfer is final.
 - 38.03.5 Such transfers shall not be for disciplinary purposes, and the City shall not be required to comply with pre-disciplinary or disciplinary procedures in connection therewith.
- 38.04 Stress Reduction: The City will continue a program that will include in-house motivational meetings and voluntary stress assessments for those wishing to participate. Off-duty participation shall be at an individual's choice and not subject to overtime payment. The City agrees to maintain, repair or replace physical fitness equipment during the term of this agreement.
- 38.05 Safety Committee: A Safety Committee under the direction of the Fire Chief will be established to examine and make recommendation(s) related to the health and safety of Fire personnel during station work, training, physical fitness, and emergency operations.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 38.06 Annual Firefighter Physicals: The City will provide a comprehensive occupational medical physical on an annual basis following NFPA Standard 1582 (2013) and/or IAFF/IAFC Joint Labor Management Wellness-Fitness Initiative.
- 38.07 Bilingual Allowance: The City agrees to pay a premium of 2.5% of firefighter base pay for employees with bilingual skills who are assigned in writing to utilize their bilingual skills in departmental duties. The specific selection of positions which will receive bilingual pay and the languages which will qualify for bilingual pay shall be made by the City upon the request of the employee.
- 38.08 VDT Glasses: The City will reimburse an employee up to a maximum of \$150 per calendar year for eyeglasses when prescribed by a physician for use at a video display terminal (VDT) provided they are not covered by the employee's health plan.
- 38.09 Safety Glasses: The City shall reimburse up to \$225 per employee per calendar year towards the purchase of safety prescription eyeglasses provided that they are not covered by the employee's health plan. Replacement costs may be covered upon approval of the City Manager or his/her designee if there has been a significant change in the employee's prescription or damage occurred as a result of a work-related incident. The employee shall provide the City with a copy of a receipt for the replaced item in order to receive a reimbursement
- 38.10 The City shall provide and launder blankets, sheets, pillows (pillows provided only) pillow slips and bath towels for showers to Fire personnel for use while on duty.
- 38.11 Used linen is turned in after four shifts and clean linen issued when employees return from days-off. Two issued blankets are cleaned once each fiscal year as needed.
- 38.12 Provision of utensils, dishes, portable appliances, pots, pans, soaps, and laundering of dish towels for kitchen use shall be the responsibility of the City.

SECTION 39.00 - 40 HOUR WORKWEEK

- 39.01 40 hour workweek: Shift employees temporarily assigned to a 40 hour workweek shall maintain the same benefits (leave accrual and holiday pay) as those individuals assigned to 24-hour shifts.
- 39.02 On or about December 1 of each year the Department Head will circulate a vacation roster for the forthcoming year. Employees are encouraged to indicate vacation choices. On or about January 1 of each calendar year the Department Head will post an approved vacation calendar for the year. Approval will be granted after the supervisor and Department Head give consideration to the employee's wishes and the needs of the City. Employees may change vacation dates with the approval of the Department Head.
- 39.03 40-hour workweek personnel shall have the option of working four 10-hour workdays (4/10) or five 8-hour workdays (5/8) at the discretion of the Fire Chief or their designee.

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

- 39.04 Change in Regular Assignment: When the regular assignment of a member (24 hour shift employee) is changed from a 56 hour to a 40 hour work week, or from a 40 hour to a 56 hour work week, accrual rates for vacation and sick leave shall be changed to the appropriate rate on the effective date of the change.
- 39.04.1 All original hours accrued at the previous rate shall remain in a separate leave bank and may be taken as leave according to department policy.
- 39.04.2 All hours subsequently accrued at the new rate shall be placed in a separate leave bank and may be taken as leave according to department policy.
- 39.04.3 Where accrued sick and vacation leave is converted to cash it shall be paid at the current hourly rate for the affected classification from the applicable leave banks listed in Sections 39.04.1 and 39.04.2.
- 39.05.4 Employees who choose to cash out vacation leave from their 56 hour leave bank will be converted to cash at the accrual rate earned.

SECTION 40.00 - TRAINEE CLASSIFICATION

- 40.01 The classification of Trainee shall be established which will precede the classification of Firefighter in the personnel system.
- 40.02 Individuals who are selected to fill a vacant entry-level Firefighter position shall be appointed to a probationary position as Firefighter Trainee or Firefighter Paramedic Trainee until the successful completion of the basic fire academy. The Trainee classification shall receive salary and health insurance, and other applicable benefits approved by the City Manager.
- 40.03 Upon successful completion of the basic fire academy, a Trainee shall be elevated to probationary status as a Firefighter and shall be entitled to the full package of benefits and accruals relating to that classification.
- 40.04 Exchange of time privileges for the classification of Trainee are contained in Section 24.02.
- 40.05 Salary compensation for the classification of Trainee is contained in Section 9.02.1.
- 40.06 Individuals who are appointed to the Trainee classification and who possess substantial experience as a Firefighter with another agency, may be appointed at or above the A step in the salary schedule by the Fire Chief, in recognition of the value of that experience.
- 40.07 Upon successful completion of the basic fire academy, a Trainee will begin a twelve month evaluation period. The first day of the evaluation period will be the first day performing as an Entry Firefighter, which will also be the annual date for merit increases, unless there has been a change in employment status to include promotion, demotion, unprotected unpaid leave etc...

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

SECTION 41.00 - LIGHT DUTY

- 41.01 Members who are unable to perform the full scope of their assigned duties as a result of illness or injury shall be offered the opportunity for a temporary modified work assignment. Such assignment shall occur only with the written approval of a qualified medical doctor. The City may require the approval of the designated City physician.
- 41.02 Modified work assignments shall not be offered to employees who suffer from communicable diseases which could expose others in the workplace or to employees who have reached a permanent level of disability which will preclude that employee from returning to his or her regular assignment.


SECTION 42.00 - PARAMEDIC PROGRAM

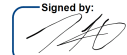
This Section describes the first responder paramedic program in place in the City of Milpitas. If this City desires to implement a tertiary level transport component (e.g., AMR, S.T.A.R., Car concept) of the Santa Clara County EMS System, the City will notify the Local, and meet and confer concerning those subjects that are within the scope of representation.

- 42.01 Paramedic Incentive: Licensed paramedics accredited by the Milpitas Fire Department and the County of Santa Clara who are employed as Firefighter/Paramedics or Fire Engineer/Paramedics shall receive a 12% differential incentive pay. The City agrees to provide the 12% paramedic incentive pay to the 18 licensed and accredited paramedics who were hired as Firefighter/Paramedics or Fire Engineer/Paramedics if they remain licensed and accredited, and serve as Firefighter/Paramedics, Fire Engineer/Paramedics, or Fire Engineers (including through future promotions). The City is not required to provide the paramedic incentive to any other employees not employed as Firefighter/Paramedics or Fire Engineer/Paramedics. Firefighter/Paramedics or Fire Engineer/Paramedics that have a Hazardous Materials focus assignment shall not receive 6% Hazardous Materials incentive pay.
- 42.02 The City shall continue to provide continuing education benefits for all paramedic positions.

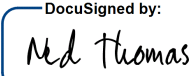
Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)


FOR IAFF, LOCAL 1699:

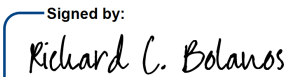
APPROVED: 
Fire Captain Gabriel Borland
President, IAFF Local 1699

APPROVED: 
Fire Captain Jerrell Hardy
Vice President, IAFF Local 1699

FOR THE CITY:

APPROVED: 
Ned Thomas
City Manager

APPROVED: 
Kelli Parmley
Director, Human Resources

APPROVED: 
Richard Bolanos, Partner
Liebert Cassidy Whitmore

Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)

Appendix A-1: Salary Schedules
Adjusted Salary Schedule
Effective First Pay Period July 2024

	A	B	C	D	E
1 Fire Battalion Chief	158,882.62				222,435.72
2 Fire Battalion Chief - 40 Hour	158,882.62				222,435.72
3 Fire Captain	139,049.56	146,002.04	153,302.14	160,967.25	169,015.61
4 Fire Captain - 40	139,049.56	146,002.04	153,302.14	160,967.25	169,015.61
5 Fire Prevention Inspector	140,405.98	147,426.28	154,797.59	162,537.47	170,664.35
6 Fire Protection Engineer	140,405.98	147,426.28	154,797.59	162,537.47	170,664.35
7 Hazardous Materials Inspector	140,405.98	147,426.28	154,797.59	162,537.47	170,664.35
8 Fire Engineer/EMT	122,614.18	128,744.89	135,182.13	141,941.24	149,038.30
9 Fire Engineer/Paramedic	137,328.10	144,194.51	151,404.23	158,974.44	166,923.16
10 Firefighter/EMT Trainee - 40	101,007.14	-	-	-	-
11 Entry Firefighter/EMT - 40	106,057.50	111,360.37			
12 Entry Firefighter/EMT - 56	106,057.50	111,360.37			
13 Firefighter/EMT	116,928.39	122,774.81	128,913.55	135,359.23	142,127.19
14 FF/Paramedic Trainee-56	113,128.00	-	-	-	-
15 Entry Firefighter/Paramedic-40	118,784.40	124,723.62			
16 Entry Firefighter/Paramedic-56	118,784.40	124,723.62			
17 Firefighter/Paramedic	130,959.80	137,507.79	144,383.18	151,602.34	159,182.45
18 Entry Level Fire Inspector	91,585.52	96,164.80	100,973.04	106,021.69	111,322.77
19 FF/Paramedic Trainee - 40	113,128.00	-	-	-	-
20 Fire Engineer/EMT - 40	122,614.18	128,744.89	135,182.13	141,941.24	149,038.30
21 Firefighter/EMT - 40	116,928.39	122,774.81	128,913.55	135,359.23	142,127.19

Appendix A-2: Salary Schedules
Salary Schedule
Effective First Pay Period July 2024 (9%)

	FY24-25 Effective 1st full period - 7/14/2024	9%			
	A	B	C	D	E
1 Fire Battalion Chief	173,182.06	-	-	-	242,454.93
2 Fire Battalion Chief - 40 Hour	173,182.06	-	-	-	242,454.93
3 Fire Captain	151,564.02	159,142.22	167,099.33	175,454.30	184,227.01
4 Fire Captain - 40	151,564.02	159,142.22	167,099.33	175,454.30	184,227.01
5 Fire Prevention Inspector	153,042.52	160,694.65	168,729.37	177,165.84	186,024.14
6 Fire Protection Engineer	153,042.52	160,694.65	168,729.37	177,165.84	186,024.14
7 Hazardous Materials Inspector	153,042.52	160,694.65	168,729.37	177,165.84	186,024.14
8 Fire Engineer/EMT	133,649.46	140,331.93	147,348.52	154,715.95	162,451.75
9 Fire Engineer/Paramedic	149,687.63	157,172.02	165,030.61	173,282.14	181,946.24
10 Firefighter/EMT Trainee - 40	110,097.78	-	-	-	-
11 Entry Firefighter/EMT - 40	115,602.67	121,382.81	-	-	-
12 Entry Firefighter/EMT - 56	115,602.67	121,382.81	-	-	-
13 Firefighter/EMT	127,451.95	133,824.54	140,515.77	147,541.56	154,918.64
14 Firefighter/Paramedic Trainee	123,309.52	-	-	-	-
15 Entry Firefighter/Paramedic-40	129,474.99	135,948.74	-	-	-
16 Entry Firefighter/Paramedic-56	129,474.99	135,948.74	-	-	-
17 Firefighter/Paramedic	142,746.18	149,883.49	157,377.67	165,246.55	173,508.87
18 Entry Level Fire Inspector	99,828.22	104,819.63	110,060.61	115,563.64	121,341.82
19 FF/Paramedic Trainee - 40	123,309.52	-	-	-	-
20 Fire Engineer/EMT - 40	133,649.46	140,331.93	147,348.52	154,715.95	162,451.75
21 Firefighter/EMT - 40	127,451.95	133,824.54	140,515.77	147,541.56	154,918.64

*Memorandum of Understanding between the City of Milpitas and IAFF Local 1699 (07/01/2024– 06/20/2027)***Appendix A-3: Salary Schedules****Salary Schedule****Effective First Pay Period July 2025 (5%)**

	FY25-26 Effective 1st full period	5%				
	A	B	C	D	E	
1 Fire Battalion Chief	181,841.16	-	-	-	254,577.68	
2 Fire Battalion Chief - 40 Hour	181,841.16	-	-	-	254,577.68	
3 Fire Captain	159,142.22	167,099.33	175,454.30	184,227.02	193,438.36	
4 Fire Captain - 40	159,142.22	167,099.33	175,454.30	184,227.02	193,438.36	
5 Fire Prevention Inspector	160,694.65	168,729.38	177,165.84	186,024.13	195,325.35	
6 Fire Protection Engineer	160,694.65	168,729.38	177,165.84	186,024.13	195,325.35	
7 Hazardous Materials Inspector	160,694.65	168,729.38	177,165.84	186,024.13	195,325.35	
8 Fire Engineer/EMT	140,331.93	147,348.53	154,715.95	162,451.75	170,574.34	
9 Fire Engineer/Paramedic	157,172.01	165,030.62	173,282.14	181,946.25	191,043.55	
10 Firefighter/EMT Trainee - 40	115,602.67	-	-	-	-	
11 Entry Firefighter/EMT - 40	121,382.80	127,451.95	-	-	-	
12 Entry Firefighter/EMT - 56	121,382.80	127,451.95	-	-	-	
13 Firefighter/EMT	133,824.55	140,515.77	147,541.56	154,918.64	162,664.57	
14 Firefighter/Paramedic Trainee	129,475.00	-	-	-	-	
15 Entry Firefighter/Paramedic-40	135,948.74	142,746.18	-	-	-	
16 Entry Firefighter/Paramedic-56	135,948.74	142,746.18	-	-	-	
17 Firefighter/Paramedic	149,883.49	157,377.66	165,246.55	173,508.88	182,184.31	
18 Entry Level Fire Inspector	104,819.63	110,060.61	115,563.64	121,341.82	127,408.91	
19 FF/Paramedic Trainee - 40	129,475.00	-	-	-	-	
20 Fire Engineer/EMT - 40	140,331.93	147,348.53	154,715.95	162,451.75	170,574.34	
21 Firefighter/EMT - 40	133,824.55	140,515.77	147,541.56	154,918.64	162,664.57	

Appendix A-4: Salary Schedules**Salary Schedule****Effective First Pay Period July 2026 (4%)**

	FY26-27 Effective 1st full period	4%				
	A	B	C	D	E	
1 Fire Battalion Chief	189,114.81	-	-	-	264,760.79	
2 Fire Battalion Chief - 40 Hour	189,114.81	-	-	-	264,760.79	
3 Fire Captain	165,507.91	173,783.30	182,472.47	191,596.10	201,175.89	
4 Fire Captain - 40	165,507.91	173,783.30	182,472.47	191,596.10	201,175.89	
5 Fire Prevention Inspector	167,122.44	175,478.56	184,252.47	193,465.10	203,138.36	
6 Fire Protection Engineer	167,122.44	175,478.56	184,252.47	193,465.10	203,138.36	
7 Hazardous Materials Inspector	167,122.44	175,478.56	184,252.47	193,465.10	203,138.36	
8 Fire Engineer/EMT	145,945.21	153,242.47	160,904.59	168,949.82	177,397.31	
9 Fire Engineer/Paramedic	163,458.89	171,631.84	180,213.43	189,224.10	198,685.29	
10 Firefighter/EMT Trainee - 40	120,226.78	-	-	-	-	
11 Entry Firefighter/EMT - 40	126,238.11	132,550.03	-	-	-	
12 Entry Firefighter/EMT - 56	126,238.11	132,550.03	-	-	-	
13 Firefighter/EMT	139,177.53	146,136.40	153,443.22	161,115.39	169,171.15	
14 Firefighter/Paramedic Trainee	134,654.00	-	-	-	-	
15 Entry Firefighter/Paramedic-40	141,386.69	148,456.03	-	-	-	
16 Entry Firefighter/Paramedic-56	141,386.69	148,456.03	-	-	-	
17 Firefighter/Paramedic	155,878.83	163,672.77	171,856.41	180,449.24	189,471.68	
18 Entry Level Fire Inspector	109,012.42	114,463.03	120,186.19	126,195.49	132,505.27	
19 FF/Paramedic Trainee - 40	134,654.00	-	-	-	-	
20 Fire Engineer/EMT - 40	145,945.21	153,242.47	160,904.59	168,949.82	177,397.31	
21 Firefighter/EMT - 40	139,177.53	146,136.40	153,443.22	161,115.39	169,171.15	

Note: The City and the Union agree to strike the Entry Level Fire Inspector classification from the current list of classifications on record in Human Resources and in the Salary Schedule