

RESOLUTION NO. 077-13

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING SETTING SALARIES AND RELATED BENEFITS FOR THE FIREFIGHTERS AND ENGINEERS UNIT OF THE FIRE DEPARTMENT OF THE CITY OF BAKERSFIELD.

WHEREAS, the Charter of the City of Bakersfield, Section 12, authorizes the City Council to provide for salaries and related benefits for employees of the City; and

WHEREAS, in compliance with the Meyers-Milias-Brown Act of the State of California, the City has met and conferred in good faith with the Bakersfield Firefighter's Labor Organization (BFLO) which represents the City's Firefighters and Engineers; and

WHEREAS, the City's Labor Negotiator and the BFLO have agreed to a Memorandum of Understanding, as attached hereto; and

WHEREAS, the Council has determined that such Memorandum of Understanding complies with the guidelines established by the City Council; and

WHEREAS, the Council has determined that provisions of the attached Memorandum of Understanding shall commence on July 1, 2013, and expire at midnight on June 30, 2015, for all employees of said Unit employed on the date of adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that commencing June 26, 2013, the attached document entitled "Memorandum of Understanding between the Bakersfield Firefighter's Labor Organization, Fire Unit and City of Bakersfield" shall constitute the salary schedule and related benefits for the categories and positions specified therein on the date of adoption of this Resolution, and that the whole of said attachment is hereby incorporated and approved as the Memorandum of Understanding between the City of Bakersfield and the Bakersfield Firefighter's Labor Organization, Fire Unit for the period beginning July 1, 2013, and expiring at midnight, June 30, 2015.

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CITY OF BAKERSFIELD
ORIGINAL

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on JUN 26 2013, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNCILMEMBER, RIVERA, MAXWELL, WEIR, I, SULLIVAN, JOHNSON
COUNCILMEMBER none
COUNCILMEMBER none
COUNCILMEMBER Smith, Hanson

Roberta Gafford
CITY CLERK and EX OFFICIO CLERK of
the Council of the City of Bakersfield

APPROVED JUN 26 2013

[Signature]
HARVEY L. HALL
MAYOR of the City of Bakersfield

APPROVED as to form:

[Signature]
VIRGINIA A. GENNARO
CITY ATTORNEY of the City of Bakersfield

Attachments

CITY OF BAKERSFIELD
ORIGINAL

MEMORANDUM OF UNDERSTANDING

BAKERSFIELD FIREFIGHTERS LABOR ORGANIZATION, IAFF, LOCAL 246

FIREFIGHTERS AND ENGINEERS UNIT

AND

CITY OF BAKERSFIELD

July 1, 2013 - June 30, 2015

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This Memorandum of Understanding has been prepared pursuant to the terms of Code Section 2.76 of the City of Bakersfield, which is hereby incorporated by reference as if fully set forth herein, and has been executed by the Designated Representatives of the City of Bakersfield and the Bakersfield Firefighters Labor Organization, IAFF, LOCAL 246, hereinafter referred to as the ORGANIZATION, on behalf of the employee-members occupying the job classifications as set forth in Exhibit "A" which is attached hereto and made a part hereof.

- 1.01.1 City Council Determination. This Memorandum of Understanding constitutes a joint recommendation between the parties hereto to be submitted to the City Council for the City of Bakersfield for its determination and implementation by one or more resolutions, as the City Council may deem fit and proper. It is agreed that this Memorandum of Understanding is of no force and effect until so acted upon by the City Council of the City of Bakersfield. The Memorandum contains certain recommendations for changes in salaries, fringe benefits and other terms of employment for the employee-members represented by the Organization. However, for convenience and clarity, the parties have also included herein certain provisions already contained in existing ordinances, resolutions, and policies of the City on matters pertaining to employer-employee relations. Therefore, it is the intent of the parties that the recommendations set forth herein should be implemented by the City Council only to the extent necessary to effectuate the changes expressly provided herein.
- 1.01.2 Conflict of Memorandum and Resolution. It is understood and agreed that there exists within the City and the Department, in written form, certain Personnel rules, policies, practices and benefits, generally contained in the City's Civil Service Rules and Regulations, Ordinances, and Fire Department Policies. In the event of proposed changes to said rules and regulations that subsequently effect the terms and conditions of employment of bargaining unit employees, the Organization shall be advised for the purpose of enabling the City and Organization to meet and confer, as soon as possible, with respect to any such proposed changes. With regard to bargaining unit employees only, the City shall not have the right to change said rules and regulations where such change is expressly prohibited by specific provisions of this Memorandum of Understanding without prior negotiations with the Organization. The City does have the right to change said rules and/or regulations as they might affect other employees not covered by this Memorandum without prior meeting and conferring with the Organization.
- 1.01.3 Previous Memorandum. This Memorandum of Understanding replaces the Memorandum of Understanding between the City and Organization scheduled to expire June 30, 2013.

ARTICLE 1.02 RECOGNITION

The Bakersfield Firefighters Labor Organization, IAFF, LOCAL 246, is hereby recognized as the Exclusive Recognized Employee Organization for those employee-members occupying the job

classifications within the Fire Unit as set forth in the City's Employer-Employee Relations Ordinance Supplemental Rules and Regulations.

ARTICLE 1.03 SCOPE OF REPRESENTATION

The Scope of Representation of the Recognized Employee Organization shall include all matters relating to employment conditions and employer-employee relations including (but not limited to) wages, hours and other terms and conditions of employment but excluding the merits, necessity or organization of any service or activity provided by law or executive order.

ARTICLE 1.04 MANAGEMENT AND EMPLOYEE RIGHTS RESERVED

The parties hereto recognize the City has and will retain the exclusive right to manage and direct the performance of City services and the work forces performing such services. The City and Organization agree that nothing in this Memorandum of Understanding shall in any way abridge, restrict or modify the rights and prerogatives of the City and its employment as set forth in Code Section 2.76 and said Section is hereby incorporated by this reference and made a part hereof as though set forth in full.

ARTICLE 1.05 HOURS OF WORK

The basic schedule for fire suppression employees who are covered by this Agreement shall average 56 hours per week with no so-called "pay backs" ("D" days) for holiday time in the schedule and with the 24-hour shift being the normal work shift for employees. The shift will start at 0800hrs.

ARTICLE 1.06 SALARY AND WAGES

The salary ranges for the classifications of the unit shall be amended as follows:

1.06.1 General Salary Increase.

- 3.5% effective July 1, 2013

1.06.2 Including the general increase in 1.06.01 above, the City agrees to provide not less than an additional 1% COLA increase above future COLA increases provided to employees represented by SEIU. This provision expires when these additional COLA increases total 6.0% of salary. Employee contributions towards the employee retirement contribution shall be deducted when calculating the 6% (for example a 3.5% COLA concurrent with an employee .5% PERS pickup shall be calculated as a 3% COLA adjustment for the purposes of this section).

1.06.3 Retirement Contributions. The City's contribution towards employees PERS contribution shall be 9% for employees prior to July 1, 1983, four percent (4%) for those hired on or after July 1, 1983, and three percent (3%) for those employees hired

after June 1, 2006. Employees hired on or after July 1, 1983 (including those hired after June 1, 2006), will be eligible to receive the nine percent (9%) payment effective the beginning of their sixth (6th) cumulative year of service. Effective July 1, 2013 all employees hired prior to January 1, 2011 will contribute the amounts set forth above or one-half of one percent (.5%) towards the employee retirement contribution, whichever is greater. Such payments by the City shall be reported as normal contributions and shall be credited to the employees accounts pursuant to the Government Code Section 2615; this PERS pickup is done pursuant to Section 414(H)(2) of the Internal Revenue Code. Employees hired on or after January 1, 2011 but before January 1, 2013 or considered classic employees under Public Employee Pension Reform Act (PEPRA), will pay 100% of their employee PERS contribution. Pursuant to PEPRA, employees hired on or after January 1, 2013 and classified as new employees shall be responsible for one half of the normal cost of the retirement plan.

- 1.06.4 Without either party committing to any changes to current retirement contributions, City and BFLO acknowledge the City's desire to discuss, through the meet and confer process related to a successor agreement, employee's hired prior to January 1, 2011 gradually assuming payment of the employee's retirement contribution.
- 1.06.5 The City shall report those amounts it pays towards the employees PERS contribution (EPMC) to PERS as special compensation. Accordingly, these amounts will then be considered compensation for retirement purposes.
- 1.06.6 Hazardous Materials Pay. Individuals assigned to work as a certified Hazardous Materials Specialist or Hazardous Materials Technician shall receive payment of Seventeen Dollars (\$17) per shift for those shifts actually worked in that capacity. In the event of shift trades, the individuals assigned to work shall receive the Hazmat pay premium, rather than the replacement.
- 1.06.7 Paramedic Pay. Effective July 1, 2013, up to 20 individuals certified as and assuming paramedic duties at the direction of the Department will receive an additional \$170 per month.

ARTICLE 1.07 EDUCATIONAL INCENTIVE PAY

The City shall pay the following amounts to employees meeting the standards set forth below:

- 2.5% of employee's base salary for those fire safety personnel in the Bakersfield Fire Department who have obtained a Fire Science Certificate requiring thirty (30) units and eight (8) years employment or Fire Management Certificate requiring twenty-one (21) units and eight (8) years employment with the department.
- 5% of employee's base salary for those fire safety personnel holding an Associate of Arts or Associate of Science Degree which fulfills all requirements of a Fire Science Certificate and five (5) years employment with the Bakersfield Fire Department (inclusive of the 2.5% above).

Employees with five (5) years of employment will be eligible for the following additional incentives:

- 5% for a Bachelor of Arts or Bachelor of Science Degree from an accredited College or University.
- 5% for a Certified Chief Fire Officer (individuals in the classification of Firefighter, Fire Engineer, or Fire Captain) shall be eligible for this payment if they have completed all of the requirements for Certified Chief Officer except holding a rank necessary to obtain the certification. Once eligible, employees must apply for, obtain and provide to the department the actual certification.

The maximum amount of educational incentive pay is 10%.

ARTICLE 1.08 BILINGUAL PAY

Firefighters/Engineers capable of speaking Spanish shall be eligible to receive an additional Twenty-Five (\$25.00) Dollars per pay period. To be eligible, an employee must; 1) Pass the test demonstrating conversational fluency in Spanish; 2) Pass periodic retests in language skills; 3) Serve as translators as required.

Additional languages may be added by the Fire Chief. Notwithstanding the above, all personnel shall utilize any language skills they possess to the best of their ability in handling their responsibilities. In case of an emergency, all employees will use whatever language skills they possess to assist to the maximum extent possible. During the time of any leave of absence without pay, employees will not be eligible for Bilingual Pay.

ARTICLE 1.09 HEALTH AND WELFARE

The City and Organization have agreed that all future meeting and conferring and decisions regarding the structure of medical/dental insurance coverages shall take place through the Joint

City/Employee Medical Insurance Committee. The Committee shall consist of representatives from each Unit and the City. There shall be a good faith effort to make all decisions by October 31 of each year. Discussions as to the City's contribution toward medical/dental insurance shall continue to be determined through the formal meet and confer process between the City and the individual units.

Medical, Vision and Dental Benefits. The City and employee shall share bi-weekly contributions towards a medical, vision and dental plan for all employees of these Units as follows:

Eligible	Fee Dental Fee Health	HMO Dental HMO Health	Fee Dental HMO Health	HMO Dental Fee Health	Employee Contribution
Employee only	80%	80%	80%	80%	20%
Employee +1	80%	80%	80%	80%	20%
Family	80%	80%	80%	80%	20%

Life Insurance. The City shall continue the base life insurance coverage of Twelve Thousand Dollars (\$12,000).

ARTICLE 1.10 UNIFORM ALLOWANCE

The uniform annual allowance shall be One Thousand and Fifty (\$1,050.00 Dollars earned and paid bi-weekly on a pro-rata basis. During the time of any leave of absence without pay, employees will not be eligible for Uniform Allowance.

ARTICLE 1.11 HOLIDAYS

All employees covered by this Agreement shall accrue holiday pay at the rate of six and one-half (6.5) shifts per year to be paid as follows: One-half (1/2) for three and one quarter (3.25) shifts on or before December 1 of each year and one-half (1/2) for three and one-quarter (3.25) shifts on or before June 30 of each year. Effective the pay period beginning June 26, 2006, holiday pay shall be earned and paid bi-weekly on a pro-rata basis.

The following holidays will be the only days recognized as non-training days: New Years Day, Easter, Independence Day, Thanksgiving Day and Christmas Day.

Holidays will not be accrued during any leave of absence without pay.

ARTICLE 1.12 JURY DUTY

Employees required to report for jury duty on a scheduled work day shall be granted a leave of absence from their assigned duties until released by the court. While on jury duty, such employees shall receive compensation from the City equal to the difference between their regular salaries and the amount received from the court for jury duty service, less mileage. Employees



released from jury duty must report for work as soon as possible the same day. Employees on jury duty will not have that time deducted from their work hours for the purpose of calculating Fair Labor Standards Act overtime.

ARTICLE 1.13 SICK LEAVE

1.13.1 Employees in the Unit accrue sick leave at the rate of five point six (5.6) shifts per year, with a maximum of fifty-six (56) shifts. An employee who has accrued fifty-six (56) shifts will receive one-half (1/2) of his/her shifts accrued and unused during the year as vacation and the other one-half (1/2) of unused shifts will be paid to the employee no later than the 2nd pay period in January. Sick leave will not accrue during any leave of absence without pay.

Sick leave is defined to mean an absence from duty by any employee because (a) of his/her own illness or injury or exposure to contagious disease which incapacitates such employee from performing his/her duties, or (b) absence from duty for attendance upon a member of his/her immediate family because of illness, injury, death or exposure to contagious disease where the attendance of such employee is definitely required. As used in this section, "immediate family" means husband, wife, child, parent or spouse's parent, or a close relative actually residing in the employee's household. Pregnancy of the employee's spouse in or of itself shall not be grounds for granting sick leave with pay. Illness accompanying pregnancy but not a normal condition thereof and supported by a physician's certificate shall be considered grounds for sick leave with pay. Sick leave absences with pay for attendance upon employee's immediate family shall be limited to not more than five (5) days (two and one-half (2-1/2) shifts) during each fiscal year. Sick leave absences with pay because of death in the employee's immediate family shall not exceed five (5) days (two (2) shifts) for each instance.

1.13.2 Sick Leave Pay-out. The Bakersfield Firefighters Labor Organization, IAFF, Local 246 and the City of Bakersfield mutually acknowledge that the large majority of Unit retirements take place as disability, not service retirements. The parties consider this practice problematic. The parties agree that service retirements, when practical, are preferable and create the possibility of significant savings for the City and the taxpayers. For this reason, the parties agree that individuals retiring with a service retirement shall be entitled to a premium sick leave pay-out. Specifically, individuals shall receive an additional 25% of accrued sick leave at the time of retirement beyond that provided for in City Code Section 2.84.570. This payment shall not be considered gross remuneration for purposes of retirement.

Except as provided below, any employee converting the service retirement to a disability retirement within five (5) years of the date of retirement shall refund this premium sick leave payment to the City. If repayment is required, a reasonable repayment schedule shall be established between the employee and the City. Exceptions to the repayment requirement may be made as follows:

1. No repayment shall be required if an employee dies after retirement and the survivor's allowance is converted to a disability allowance.
2. The City Manager will waive repayment in the event of a catastrophic event resulting in substantial disability from heart attack, stroke or cancer for the employee. Substantial disability is defined as a disability which would have required the retirement of the employee if still in active service.

ARTICLE 1.14 BEREAVEMENT LEAVE

In case of death within the immediate family of an employee, the employee may, upon approval of the department head, use up to two (2) shifts of any accumulated sick leave, vacation leave or compensatory time off due him/her for overtime worked, to attend the funeral or memorial services. Additional time off for travel may be granted upon recommendation of the department head and approval of the City Manager. The immediate family shall consist of spouse, parents, grandparents, brothers, sisters, children, grandchildren, mother-in-law and father-in-law.

Employees electing to charge bereavement leave to either vacation leave or compensatory time off shall receive no reduction in sick leave conversion rights as provided in Article 1.30 below.

ARTICLE 1.15 CATASTROPHIC LEAVE

Unit members shall be permitted to participate in the City's voluntary catastrophic leave program as adopted in the City's Administrative Rules and Regulations.

ARTICLE 1.16 COMPENSATORY TIME

- 1.16.1 Fire personnel on five (5) day per week work schedule may accumulate compensatory time up to sixty (60) hours. Any compensatory time in excess of sixty (60) hours shall be automatically paid if management is unable to schedule time off. The use of compensatory time shall be scheduled through mutual agreement between the employee and management. Management may establish time off for compensatory time in excess of forty (40) hours where mutual agreement cannot be reached. Employees retain the right to cash payment for any compensatory time on the books, subject to budgetary restraints.
- 1.16.2 Requests for compensatory time off shall be submitted no more than thirty (30) days in advance of the time requested off. Once submitted, requests shall be approved or denied within forty-eight (48) hours. Once approved, compensatory time off shall not be canceled, except in cases of emergency.
- 1.16.3 The accrual of compensatory time off for shift personnel has been eliminated.

ARTICLE 1.17 INTENTIONALLY LEFT BLANK

ARTICLE 1.18 VACATION

1.18.1 Vacation Accrual. Fire department safety employees who are required to work on twenty-four hour duty shifts shall accrue vacation leave at the following rates:

1. First four years, 0.180 of a twenty-four hour duty shift biweekly to yield 4.68 twenty-four hour duty shifts annually.
2. Five through fifteen years, 0.270 of a twenty-four hour duty shift biweekly to yield 7.02 twenty-four hour duty shifts annually.
3. Sixteen years or more, 0.360 of a twenty-four hour duty shift biweekly to yield 9.36 twenty-four hour duty shifts annually.

All other fire department employees shall accrue vacation leave in the same manner as employees of the miscellaneous departments.

ARTICLE 1.19 PHYSICAL ASSESSMENT PROGRAM

1.19.1 At least once annually, during the calendar year and through the period of this contract, the City will offer each unit employee the opportunity to receive a comprehensive physical assessment and follow-up counseling session. When indicated by initial results, follow-up testing will be performed.

The assessment will measure: cardiovascular fitness, blood pressure, blood composition (cholesterol, etc.), body composition, muscular endurance and flexibility.

Results of the assessment shall be for the individual employees use only. The City will receive composite data to be used in evaluating the need for training seminars, etc. The City will consult with the Organization prior to selecting or changing the service provider.

ARTICLE 1.20 GRIEVANCE PROCEDURES

A. Purpose of the Rule

1. To promote improved employer-employee relationships by establishing grievance procedures on matters for which appeal is not provided by other regulations.
2. To afford employees individually or through recognized employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussion.

3. To provide that grievances shall be settled as near as possible to the point of origin.
 4. To provide that the grievance procedure shall be as informal as possible.
- B. Matters Subject to Grievance Procedure. For the purpose of this rule, a grievance shall be considered as any matter for which appeal is not provided for, or prohibited, in the Personnel Ordinance concerning:
1. A dispute about the interpretation or application of any ordinance, rule or regulation governing personnel practices or working conditions.
 2. A dispute about a decision on wages, hours and other terms and conditions of employment, other than a fundamental management decision.
- C. Informal Grievance Procedure. An employee who has a problem or complaint must first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion he/she does not believe the problem to be satisfactorily resolved, he/she shall have the right to discuss it with supervisor's immediate superior, if any, in the administrative service. Every effort must be made to find an acceptable solution by informal means at the lowest level of supervision. If employee is not in agreement with the decision reached by discussion, he shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her immediate superior. An informal grievance shall not be taken above the department head.
- D. Formal Grievance Procedure. (Levels of review through chain of command.)
1. First Level of Review. A grievance shall be presented in writing to the employee's supervisor, as designated in the administrative rules, who shall render his/her decision and comments in writing and return them to the employee within ten (10) days after receiving the grievance. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within ten (10) days, the employee may present the appeal in writing to his/her supervisor's immediate superior. Failure of the employee to take further action within ten (10) days after receipt of the written decision of his/her supervisor, or within a total of twenty (20) calendar days if no decision is rendered, will constitute a withdrawal of the grievance.
 2. Further Level or Levels of Review as Appropriate. The supervisor receiving the grievance shall review it, render his/her decision and comments in writing, and return them to the employee within ten (10) days after receiving the appeal. If the employee does not agree with the decision, or if no answer has been received within ten (10) days, he may present the appeal in writing to the department head.

Failure of the employee to take further action within ten (10) days if no decision is rendered, will constitute a withdrawal of the grievance.

3. Department Review. The department head receiving the grievance, or his/her designated representative, should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department head shall render his/her decision and comments in writing and return them to the employee within ten (10) days after receiving the appeal. If the employee does not agree with the decision reached or no answer has been received within ten (10) calendar days, he shall have an additional ten (10) days to submit his/her grievance to the City Manager. Failure of the employee to take further action within ten (10) days after receipt of the decision or within a total of twenty (20) days if no decision is rendered, will constitute withdrawal of the grievance.
4. City Manager Review. The City Manager, upon receiving the grievance, or his/her designated representative, should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons, or upon written request by the employee, the City Manager shall hold a hearing with the employee. The City Manager may designate a fact-finding committee or an officer not in the normal line of supervision to advise him concerning the appeal. The City Manager shall respond in writing to the employee within ten (10) calendar days after receiving the grievance.

ARTICLE 1.21 GRIEVANCES - REVIEW

- 1.21.1 Grievances which may be processed through the procedure set forth in 1.20 shall be limited to those which 1.) have not been settled under the provisions set forth in 1.19 and 2.) the determination of which is not vested in either the City Manager, Chief of the Fire Department, Civil Service Commission or City Council by the City Charter. By way of example, disciplinary matters involving suspension of thirty (30) days or less are vested by Charter in the City Manager, and matters involving the expenditure of City funds are vested by Charter in the City Council.

Grievances which are not settled pursuant to the grievance procedure herein shall be resolved in the following manner:

- A. Upon written notice received by either party and within ten (10) days thereof the parties shall each select one representative for the purpose of forming a Review Board. The two representatives selected shall, within seven (7) days, select a third party who shall be a resident of the City of Bakersfield.
- B. The Review Board shall, as soon as practicable, hold hearings on the grievance, said hearing to be held in conformity to normal hearing procedures.

- C. Either the City or the Organization may call any employee as a witness from work if he/she is on duty. Any employee called as a witness by the City shall not be debited for any hours not worked while on such call. Employees called by the Organization may be reimbursed by the Organization for any loss of pay for time off.
- D. The Review Board shall have no power to alter, amend, change, add to or subtract from any of the terms of the Memorandum. The decision of the Board shall be based solely upon the evidence and arguments presented to them by the respective parties in the presence of each other.
- E. Either party may be represented by legal counsel.
- F. The parties shall pay their own expenses except for the third member of the Board whose expenses shall be shared equally.
- G. The decision of the review panel shall be final and binding upon the parties to the dispute.
- H. No decision of the panel shall require the exercise of the legislative authority of the City Council nor shall it contravene any existing City ordinance, the City Charter or State Law. The decision of the panel shall be made in writing within twenty (20) days from the close of the hearing.

1.21.2 Except as otherwise provided herein, notices required pursuant to the provisions of this Resolution or the Act, shall be given by United States mail, postage prepaid, addressed to the recipient by his/her last known address. In lieu of mailed notices required to be given by a recognized employee organization, personal delivery of such notices may be made on the City's Designated Representative. Notice shall be deemed for all purposes to have been given upon physical delivery thereof, or upon its deposit in the custody of said postal service.

ARTICLE 1.22 RETIREE MEDICAL

Eligibility for and contributions toward retiree medical insurance shall be as set forth in Bakersfield City Council Resolution No. 227-88. (See Exhibit II)

Any employee eligible to receive retiree medical insurance coverage who is eligible for Medicare coverage, whether through the City of Bakersfield, other employers, spouse coverage or for any other reason, shall be required to obtain and utilize such coverage as a condition for receiving coverage under the City's plan.

Employees hired after April 1, 1996 will be eligible for retiree medical under the following conditions:

- a) Participation in the City retiree medical insurance plan will be offered to those employees who retire following twenty (20) years of permanent service or retire due to disability. Such retirees will receive a premium subsidy based upon 3% per year of service up to a maximum of 30 years (90%), of the lower of the HMO or Fee-For-Service single rate. In no case shall a retiree in this class receive more than 90% of their applicable rate structure (i.e. single without Medicare rate, single with Medicare rate, etc.) in subsidies from the City.
- b) Any employee eligible to receive retiree medical insurance coverage who is eligible for Medicare coverage (Part A) whether through the City of Bakersfield, other employers, spouse coverage, or for any other reason, shall be required to obtain and utilize such coverage as a condition for receiving coverage under the City's retiree medical plan.
- c) Employees hired after April 1, 1996, shall not be eligible to receive the 42% Fee-For-Service plan subsidy.
- d) The ICMA Vantage Care Retiree Health Savings Account program (RHSA) will be implemented for all unit employees.

The RHSA will provide for deposit of termination payouts into the employees account. A prospective leave contribution in the form of designated holiday pay contributions will be included. These and other provisions will be as set forth in the agreement between the City and ICMA.

The City assumes no liability for adverse tax rulings by the IRS relative to this program.

Employees hired after May 5, 2006 will not participate in either of the retiree health subsidy programs set forth in this section. In lieu, the City will match up to one (1%) percent annual salary of the employee's annual non-mandatory contributions to their Retirement Health Savings Account commencing the beginning of their sixth (6th) year of employment.

ARTICLE 1.23 NO STRIKE OR LOCKOUT

The City agrees not to engage in any lockouts of the members of the Organization during the term of this Agreement. Participation by any employee in a strike or work stoppage is unlawful and shall subject the employee to disciplinary action, up to and including discharge. No employee organization, its representatives, or members shall engage in, cause, instigate, or encourage, or condone a strike, work stoppage or work slowdown of any kind. If a recognized employee organization, its representatives, or members engage in, cause, instigate, encourage, or condone a strike, work stoppage or slowdown of any kind, in addition to any other lawful remedies or disciplinary action, the City's Designated Representatives may suspend or revoke the recognition granted to such employee organization, may suspend or cancel any or all payroll deductions payable to such organization, and prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations by such organizations.

As used in this Section, "strike or work stoppage" means concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment. Any decision of the City's Designated Representative made under the provisions of this Section may be appealed to the City Council by filing a written Notice of Appeal with the City's Designated Representative, accompanied by a complete statement setting forth all of the grounds upon which the appeal is based. Such Notice of Appeal must be filed within seven (7) days after the affected employee organization first receives notice of the decision upon which its complaint is based, or its complaint will be considered closed and not subject to any other appeal.

ARTICLE 1.24 LIGHT DUTY

When due to injury or illness, whether or not the injury or illness is work related and the employee is unable to perform his/her usual duties, the employee may work in a light duty capacity based on the following conditions:

1. An employee may work light duty only upon approval of the properly appointed City Physician and Fire Chief, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity, nor is a hazard created for other employees.
2. Each applicant for light duty status must be evaluated on a case by case basis.
3. Individuals are not assigned to light duty if there is a chance that doing so might result in liability against the City.
4. It is not possible to list the specific tasks assigned to light duty personnel. Task assignments depend on physical limitations, as well as project needs, which fluctuate on a daily basis. Some individuals might enter run reports into the computer, others might assist in filing, making copies, collating, etc.
5. Employees shall accept light duty assignments, if offered, if their illness/injury is job related.
6. Employees denied a requested light duty assignment will be provided a written explanation, if requested.

Every effort is made to make the light duty assignment a pleasant learning experience for each individual involved.

ARTICLE 1.25 SMOKING REGULATIONS

1.25.1 Employees hired after January 1, 1987, must be non-smokers. Prospective employees shall be required to sign an affidavit indicating that they have not smoked during the twelve (12) month period prior to hiring by the City. Further, they shall agree that they shall not smoke, either on or off duty, during the term of their employment with the City. Violation of the non-smoking agreement shall result in disciplinary action.

1.25.2 The City and Organization have met and conferred on the implementation of smoking regulations for fire stations. The parties have agreed to amend the draft smoking regulations by allowing smoking on the apparatus floor only.

ARTICLE 1.26 RESIDENCY REQUIREMENT

The residency requirement shall be one (1) hour normal driving time from City limits. Normal driving time shall be defined as driving at the posted speed limit, absent any accidents, traffic jams, etc. The Fire Chief will have the authority to waive this requirement in appropriate circumstances.

ARTICLE 1.27 HEPATITIS-B INOCULATIONS

The City shall make available to all Unit employees, Hepatitis-B inoculations. Employees shall receive the inoculations on a voluntary basis.

ARTICLE 1.28 DRUG TESTING

The Organization and City have agreed on a substance abuse policy. Copy is attached as Exhibit I.

ARTICLE 1.29 INTENTIONALLY LEFT BLANK

ARTICLE 1.30 BREATHING APPARATUS

The City shall provide individual breathing apparatus masks for each unit employee engaged in fire suppression activities.

ARTICLE 1.31 TELESTAFF

The Department has adopted Policy 105, implementing the TeleStaff System.

ARTICLE 1.32 INTENTIONALLY LEFT BLANK

ARTICLE 1.33 MINIMUM EDUCATION REQUIREMENTS

The parties have agreed to establish minimum educational requirements as follows:

Fire Engineer:

3 years

- o 3 years as a Firefighter with Bakersfield Fire Department
- o Firefighter II
- o Driver/Operator Certification

Fire Captain:

- o 1 year as an Engineer with Bakersfield Fire Department
- o Fire Officer Certification
- o Captain's Certification
- o Fire Technology Certificate
- o OR
- o 30 semester units towards A.A./A.S. Degree or higher degree

Fire Battalion Chief:

- o 1 year as a Captain with Bakersfield Fire Department
- o Fire Officer Certification
- o Chief Officer Certification
- o A.A./A.S. Degree or higher degree
- o OR
- o 60 semester units towards any degree

All minimum requirements must be met prior to or on the filing date for any promotional examination.

ARTICLE 1.34 PAYROLL

1.34.1 Direct deposit shall be mandatory for all employees.

1.34.2 All payroll changes shall take place at the nearest pay period.

ARTICLE 1.35 DEFERRED COMPENSATION AND SAVINGS PROGRAM

Deferred Compensation. The City agrees to make available to the employees covered by this Agreement a deferred compensation program.

Savings Program. The parties agree to establish a cost savings-sharing program. The procedures for implementing this Plan will be worked out by mutual agreement of the parties.

ARTICLE 1.36 UNION SECURITY

Each employee in the Fire Unit shall, either 1.) become a member of the Organization to the extent of tendering the periodic dues uniformly required for membership, or 2.) pay to the Organization a periodic representational fee. Such representational fee shall be in the amount uniformly established by the Organization's Board of Directors, but in no event shall such representational fee exceed 95% of the amount that an Organization member would pay in dues for the same period.

The Organization shall indemnify the employer and hold it harmless against any and all suits, claims, demands or other liabilities, including the employer's reasonable attorney fees, that may arise out of or by reason of any action taken by the employer for purposes of complying with this Article.

This Article was implemented in accordance with Government Code Section 3502.5 and following a secret ballot election of the bargaining unit employees which was held in June, 1989.

The Organization agrees to adhere to all statutory and judicial requirements relating to Agency shop. Specifically:

Service Fee

- A. Organization agrees to keep an adequate itemized record of its financial transactions and shall make available annually to the City within sixty (60) days after the end of its fiscal year, a written financial statement in the form of a balance sheet and an operating statement certified as to accuracy by BFLO Board and a Certified Public Accountant.
- B. Organization further agrees to hold such disputed fees in their entirety in an Escrow account to be maintained at a specified bank, pending resolution of the dispute pursuant to the Service Fee Complaint procedure.

Service Fee Complaint Procedure

- A. This complaint procedure shall be utilized solely to resolve disputes arising out of the deduction of a Service Fee by the City pursuant to a negotiated agreement.
 - 1. Issues subject to this Complaint Procedure shall be limited to the following:
 - a. That a portion of the Service Fee deduction is being utilized for non-representational activities.
 - b. That the non-member is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organization.

1. In the event that it is determined pursuant to this procedure that such non-member is a member of a religion or body pursuant to this Section, he/she may designate a charitable fund exempt from taxation under Section 501, Paragraph C, Subsection 3 of the Internal Revenue Code chosen from the following:

Any United Way Charity

2. City agrees to deduct and to remit fees so designated in behalf of one of the above charitable organizations to said organization.

B. Any non-member who objects to the deduction of the Service Fee by the Organization shall file a complaint with the Bakersfield Fireman's Labor Organization (BFLO). The complaint shall be in writing and shall specify the reason(s) for the objection to the deduction. The complaint need not be formal but shall clearly state the basis for the objection.

1. An employee who objects to the deduction of the Service Fee shall forward his/her written complaint to the Organization within forty-five (45) calendar days after the fee is initially deducted.
2. Upon receipt of the written complaint the Organization shall place the entire Service Fee deduction into Escrow pending resolution of the dispute and shall request a list of arbitrators from the State Conciliation Service or the American Arbitration Service.

C. Informal Mediation. Notwithstanding Step B, Subsection 2, above; either the Organization or the complainant may request the services of a State Conciliation Service Mediator in a preliminary effort to resolve the dispute prior to arbitration. The Mediator shall be utilized in an advisory capacity only. Following such non-binding informal advisory mediation, if either complainant or Organization is dissatisfied either party may request arbitration.

D. Selection of Arbitrator. The Arbitrator shall be selected by mutual agreement between the Organization and the complainant.

1. Date for Complaint Hearing. The Organization shall contact the selected Arbitrator within ten (10) calendar days from the date of the completion of the Mediation Process, or in the event that Mediation is not utilized, within ten (10) working days of receipt of the complaint. Upon confirmation by the Arbitrator, the Organization will forthwith contact the complainant by Certified Mail indicating the date, time and place of the complaint hearing.

- E. Payment of Costs. In the event that the Organization prevails in said arbitration, the cost of arbitration shall be shared equally between the Organization and complainant. Should complainant prevail, the Organization shall pay the entire cost of the Arbitration.
- F. Effect of Arbitrator's Decision. The decision of the Arbitrator shall be final and binding. Upon receipt of the Arbitrator's decision, fees being held in Escrow shall be disbursed by the Organization in accordance with said decision. In the event that the Organization prevails, the City shall continue to deduct the Service Fees and remit them to the Organization as determined by the Arbitrator.

ARTICLE 1.37 OVERTIME PAY

- 1.37.1 Shift Rate. Employees of the Fire Department assigned to a 24-hour duty shift who work authorized overtime shall be compensated at one and one-half (1-1/2) times the hours of overtime worked. Authorized overtime shall be any time worked over the regular work schedule.
- 1.37.2 Constant Staffing. No individual will be allowed to work more than Ninety-six (96) consecutive hours under the constant staffing program.

ARTICLE 1.38 MINIMUM CALLBACK

Fire Suppression personnel in the unit called back to work after being released shall be entitled to a minimum of two (2) hours of pay. Such minimum time shall not be applicable for employees standing by for relief of other regular shift of workers on a normal shift-to-shift basis unless the employee is required to stand by for more than one (1) hour, in which case the two (2) hour minimum applies. Such callback time shall be paid at the rate of time and one-half (1-1/2) in cases of callback for shift work or other non-emergency work. Double time shall be paid for callbacks for fires, fire watches, staffing reserve fire apparatus during fires, and other emergency situations such as windstorms, earthquakes, rescue and flood except that the payment for all office of emergency services mutual aid overtime shall be at the one and one-half (1-1/2) time rate.

ARTICLE 1.39 INTENTIONALLY LEFT BLANK

ARTICLE 1.40 INTENTIONALLY LEFT BLANK

ARTICLE 1.41 AVAILABILITY OF DATA

The City will make available to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in this rule and Government Code Section 6250-62-60. Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable. Information which shall be made available to employee organizations



includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source. Nothing in this rule shall be construed to require disclosure of records that are:

1. Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles unless authorization by the individual employee is obtained.
2. Working papers or memoranda which are not retained in the ordinary course of business or any public records available which clearly outweigh the public interest served by disclosure of the record.
3. Records pertaining to litigation to which the City is a party, or to claims or appeals which have not been settled.
4. Nothing in this rule shall be construed as requiring the City to do programming or assemble data in a manner other than usually done by the agency.

ARTICLE 1.42 HIGHER JOB CLASSIFICATION AND LONGEVITY PAY

A. Bidding and Promotions. The parties agree that the past practice on bidding and the filling of vacancies shall continue, providing that all actual vacancies shall be filled within two (2) weeks of the occurrence of the actual vacancy. Effective immediately, employees assigned to the training function shall have the right to either, 1) return to their prior assignment, or 2) to bid positions while assigned to training to which they would move to upon completion of the training assignment.

B. Longevity Pay

1. All employees covered by this Agreement hired prior to April 10, 1989, who have completed fifteen (15) years of seniority with the City, shall receive additional pay that is equal to but not more than that amount of educational incentive pay that those employees covered by this Agreement receive who qualify for incentive pay based upon an Associate Arts degree in Fire Science and/or Bachelor of Arts degree. No employee shall be permitted to pyramid the fifteen (15) years seniority and the AA and/or BA degree incentive pay. However, the payment of this longevity pay shall in no way eliminate any other pay the employee is entitled.
2. Employees hired after April 10, 1989, shall not be eligible to receive longevity pay.

ARTICLE 1.43 LEAVES OF ABSENCE

1. Leave of absence without pay. Leaves of absence without pay, up to a period of six (6) months, may be granted to an employee upon the recommendation of the department head with the approval of the City Manager.

No leave of absence shall be granted to allow an employee to accept other employment on a trial basis. Leaves of absence for periods of time longer than six (6) months must be approved by the City Council. Employees on authorized leave of absence without pay shall not accrue vacation, holiday or sick leave benefits during such leave.

2. Unauthorized leave of absence. Unauthorized leave of absence shall be considered to be without pay and reductions in the employee's pay shall be made accordingly. Unauthorized leave of absence for more than two (2) consecutive working shifts shall result in automatic termination of employee unless the employee can demonstrate that such absence was due to circumstances beyond his/her control.
3. Military leave of absence. Military leave shall be granted in accordance with the provisions of State and Federal laws. All employees entitled to military leave shall give the department concerned an opportunity, within the limits of military regulations, to determine when such leave shall be taken.
4. Community Service leave of absence. Leave of absence with pay, not to exceed one (1) full working day, may be granted an employee upon the recommendation of the department head and the approval of the City Manager, if such leave is determined to provide a community service and is in the best interests of the City.
5. Discretion of the City Council. The City Council may, at its discretion, upon good cause shown, grant leaves of absence other than as provided for herein.

ARTICLE 1.44 IMPROVEMENT IN QUALITY OF SERVICE

It is the intent of the parties to improve the quality of service that the fire department provides the citizens of Bakersfield. It is agreed that the Employer and the Organization shall implement such steps that are necessary to bring about such improvements.

ARTICLE 1.45 MAINTENANCE OF BENEFITS

Except as specifically provided herein, the Organization hereby expressly waives any right to request any improvements or changes in the wages, hours or other terms and conditions of employment in for the employee-members represented by the Organization which would take effect prior to January 1, 2006, and the City of Bakersfield, through its representatives, shall not be required to meet and confer as to any such request.

The parties recognize that there are existing ordinances, resolutions and policies relating to benefits and other terms and conditions of employment and the same are not affected by this Agreement except as recommended herein.

ARTICLE 1.46 VALIDITY OF MEMORANDUM

1.46.1 Should any portion of this Memorandum, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. The parties hereto mutually agree, during the term of this Memorandum, not to seek to meet and confer for the purpose of modifying any provision contained in this Memorandum unless the parties mutually agree in writing to do so. Should the parties mutually agree in writing to meet and confer during the term of this Memorandum, neither party shall be obligated to add to, subtract from, or otherwise modify the terms herein, but if it is the desire of both parties to institute such changes, such changes shall not be precluded by this or any other provision of this Memorandum. Nothing contained in this Memorandum shall be interpreted to preclude the parties from meeting and conferring during the term hereof with respect to the interpretation and/or application of provisions of the Memorandum, the City's Personnel Resolution, Salary and Compensation Plan, or the provisions of the City of Bakersfield Code which deal with personnel matters, insofar as these documents affect the employee represented by the Organization under the terms of this Memorandum of Understanding.

1.46.2 The City shall not make changes on other matters within the Scope of Representation but not included in this Memorandum until it has first given reasonable prior notice to and met and conferred with the Organization.

ARTICLE 1.47 ACCESS TO PREMISES

Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the Organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or the City's Designated Representative. Access shall be granted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during work hours. If the attendance at a station exceeds the personnel on duty, the Organization shall gain approval for the meeting from the officer in charge of the Bakersfield Fire Department.

ARTICLE 1.48 BULLETIN BOARDS

Recognized employee organizations may use City bulletin boards for conduct of their business and social events under the following conditions:

1. All materials must receive the approval of the department head in charge of the departmental bulletin board. (In some situations, particularly where larger employee organizations are involved, centralized approval by the City Manager or his/her designated representative may be more appropriate.)
2. All materials must be dated and must identify the organization that published them.
3. The actual posting of materials will be done by the City as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after publication date. Materials which the department head considers objectionable will not be posted, provided, however, the department head shall first discuss this denial with the City Manager.
4. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' materials.
5. An employee organization that does not abide by these rules may forfeit its right to have materials posted on City bulletin boards. The parties agree that the City will allow the installation of message boards provided by the Organization at each fire station. The size and location of such boards are subject to the approval of the Fire Chief. Message boards may be utilized by the Organization and all department employees; however, nothing shall be posted of a defamatory nature.

ARTICLE 1.49 EAP PROGRAM

The Organization will work with the department to resolve concerns regarding the confidentiality of the EAP Program.

ARTICLE 1.50 EARLY RELEASES

Unit employees may, subject to approval of the on-duty Captain, arrange for early release up to two (2) hours prior to the scheduled end of their work shift. Release shall be contingent upon the employee's replacement arriving to assume duty responsibility and completion of paperwork documenting the early release. Prior department approval is not required for early release.

Compensation for early release is the responsibility of the involved employees, pursuant to procedures utilized for shift trades.

ARTICLE 1.51 INTENTIONALLY LEFT BLANK

1.51.2 NON-DISCRIMINATION LANGUAGE:

The City and the Union agree that there shall be no discrimination of any kind on the basis of race, creed, color, religion, national origin, sex, sexual orientation, disability, age, political affiliation, legitimate Union activity, or lack of Union activity, or any other basis prohibited by applicable federal and state law against any employee or applicant for employment. In addition, the Union shall cooperate with the City to the extent authorized by federal and state laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

ARTICLE 1.52 STRIKE TEAM RESPONSES/PERSONNEL ASSIGNED

1.52.1 Once annually, the Department will designate the stations/equipment to be utilized for strike team responses.

1.52.2 On duty personnel assigned to the selected apparatus shall be the first selected.

ARTICLE 1.53 HAZARDOUS MATERIALS

The City and Union have agreed that, effective with the full implementation of constant staffing, only individuals possessing the requisite hazardous materials certifications or other qualifications as determined by the Fire Chief, shall be allowed to bid to work the hazardous materials stations.

ARTICLE 1.54 RETIREMENT

1.54.1 Tier one: The City maintains in place for represented employees, hired prior to January 1, 2011, the 3% at 50 retirement program with the following options:

1. One Year Final Compensation.
2. Post Retirement Survivor Allowance.
3. 1959 Survivor Benefits – 4th level.
4. Military Service Credit as Prior Service.
5. Option 2 Death Benefit

1.54.2 Tier two: Employees hired on or after January 1, 2011 but before January 1, 2013 or employees classified as "classic" members under the Public Employees Pension Reform Act (PEPRA) will be covered by the 2% @50 retirement formula and the 36 highest consecutive month's final compensation provision. Other plan options will be as set forth in 1.54.1 above.

- 1.54.3 Tier Three: For employees hired on or after January 1, 2013 and classified as "new" members of CalPERS under PEPPRA, the City shall maintain a contract with CalPERS for the provision of a 2.7% @ 57 (highest 36 months) retirement benefit formula. Other plan options will be as set for under 1.54.1 above.
- 1.54.4 Employer paid member contribution to PERS to be considered specialty pay and thus eligible to be used in retirement calculations.

ARTICLE 1.55 DISCIPLINE (FIREFIGHTERS BILL OF RIGHTS)

The City will comply with the requirements of the Firefighters Bill of Rights. The City and Organization agree to commence a monthly committee process to agree on policies and procedures to implement FFBOR no later than August 2013. Agreed upon policies and procedures shall be incorporated into a side letter agreement which will remain in effect until necessary Civil Service Rules and Municipal Code modifications are put in place.

ARTICLE 1.56 REOPENER

The City and Union agree to reopener negotiations on the subjects of salary and payment of the employee retirement contribution only for the period commencing July 1, 2014.

ARTICLE 1.57 TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2013 and shall remain in full force and effect until June 30, 2015 or until a new Agreement has been executed. Proposals for the contract period beginning July 1, 2015, shall be submitted by March 1, 2015, and negotiations shall commence on or before April 1, 2015, unless the parties mutually agree otherwise. This Memorandum is entered into and effective upon ratification and acceptance by the City Council of the City of Bakersfield.

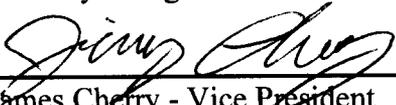
ARTICLE 1.58 MEMBERS ONLY

It is agreed that the terms and conditions of this Agreement shall apply only to the members of the Organization employed in the classification set forth in Exhibit "A."

FOR THE ORGANIZATION:



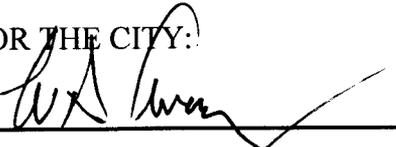
 Anthony Galagaza - President



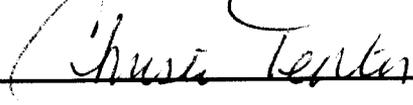
 James Cheffy - Vice President



FOR THE CITY:

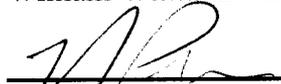




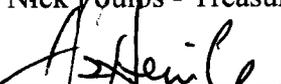




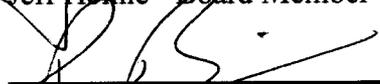
William Williams - Secretary



Nick Foulps - Treasurer



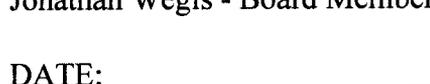
Jeff Heinle - Board Member



Paul Briones - Board Member



Jonathan Wegis - Board Member

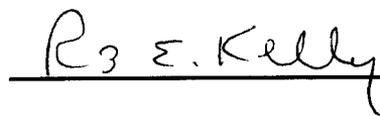


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