

MEETING DATE: 12/22/08

AGENDA ITEM: Consideration of a Resolution to Extend the Existing Memorandum of Understanding between the City and the Culver City Fire Management Group and Culver City Firefighters Local 1927, AFL-CIO

ATTACHMENTS

	<u>Pages</u>
1. Resolution to Extend the Master Memorandum of Understanding with the Culver City Fire Management Group	1
2. Resolution to Extend the Master Memorandum of Understanding with the Culver City Firefighters Local 1927, AFL-CIO	2
3. Amendment No. 1 to the Culver City Fire Management Group Master Memorandum of Understanding	3 – 16
4. Amendment No. 1 to the Culver City Firefighters Local 1927, AFL-CIO Master Memorandum of Understanding	17 – 30

1 RESOLUTION NO. 2008 R _____

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 CULVER CITY, CALIFORNIA, APPROVING AND ADOPTING
5 AMENDMENT NO. 1 TO THE MEMORANDUM OF
6 UNDERSTANDING BETWEEN THE CITY OF CULVER CITY
7 AND THE CULVER CITY FIRE MANAGEMENT GROUP.

8 WHEREAS, the Culver City Fire Management Group employee
9 representatives and City representatives have met and conferred and executed an
10 Amendment to the current Master Memorandum of Understanding.

11 NOW, THEREFORE, the City Council of the City of Culver City, DOES
12 HEREBY RESOLVE AS FOLLOWS:

13 Amendment No. 1 to the Master Memorandum of Understanding ("MOU") between
14 the City and the Culver City Fire Management Group, a copy of which is attached hereto
15 and made a part hereof, is hereby approved, extending the wages, hours, and other terms
16 and conditions of the current MOU between both parties to December 31, 2010, with the
17 Culver City Fire Management Group having the right to extend the MOU an additional year
18 through December 31, 2011 and the City agreeing to implement the 48/96 Work Schedule
19 on or before July 1, 2009.

20 APPROVED and ADOPTED this ____ day of _____, 2008.

21
22 _____
23 SCOTT MALSIN, MAYOR
24 CITY OF CULVER CITY

25 ATTEST:

26 APPROVED AS TO FORM:

27 _____
28 MARTIN COLE, Asst. City Mgr./ City Clerk

CAROL A. SCHWAB, City Attorney

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WHEREAS, the Culver City Firefighters' Local 1927, AFL-CIO employee representatives and City representatives have met and conferred and executed an Amendment to the current Master Memorandum of Understanding.

Amendment No. 1 to the Master Memorandum of Understanding ("MOU") between the City and the Firefighters' Local 1927, AFL-CIO, a copy of which is attached hereto and made a part hereof, is hereby approved, extending the wages, hours, and other terms and conditions of the current MOU between both parties to December 31, 2010, with the Firefighters having the right to extend the MOU an additional year through December 31, 2011 and the City agreeing to implement the 48/96 Work Schedule on or before July 1, 2009.

SCOTT MALSIN, MAYOR
CITY OF CULVER CITY

CAROL A. SCHWAB, City Attorney

**CITY OF CULVER CITY
AND
CULVER CITY FIRE MANAGEMENT GROUP**

**AMENDMENT NO. 1
to
Master Memorandum of Understanding
Regarding
Extension of M.O.U.
through December 31, 2010
and
Implementation of
the “48/96” Work Schedule**

December 2008

Culver CITY

CULVER CITY – CULVER CITY FIRE MANAGEMENT GROUP MOU AMENDMENT NO. 1

Between
The City of Culver City, California
and
The Culver City Fire Management Group

Regarding
Extension of Fire Management Group MOU through December 31, 2010
and
Implementation of the "48/96" Work Schedule

- This amendment to the current Culver City Fire Management Group Memorandum of Understanding (MOU), dated January 1, 2005 through December 31, 2008, mutually extends the current MOU through December 31, 2010, with:
 - (1) The Culver City Fire Management Group having the option to extend the MOU by one (1) additional year through December 31, 2011; and
 - (2) The City agreeing to implement the "48/96" work schedule for Culver City Fire Management Group on or before July 1, 2009 with daily work schedule changes and policy development for implementation.
- a. The specific changes to the current M.O.U. to implement the amendment on the extension of the MOU and the new "48/96" work schedule are set forth in Attachment "A".
- b. The specific changes to implement the changes to the Fire Department Rules and Regulations to implement on the extension of the M.O.U. and the new "48/96" work schedule are set forth in Attachment "B"

Culver City Fire Management Group



Chris Sellers, President
Fire Management Group

City of Culver City



Jeff Eastman
Fire Chief

EXECUTION OF MOU AMENDMENT NO. 1

In witness whereof, the parties have caused this agreement to be executed this
_____ day of December, 2008.

Jerry Fulwood
City Manager

M.O.U. AMENDMENT NO. 1**I. Changes to Current City-Fire Management Group M.O.U.**

In the implementation of the new "48/96" Work Schedule certain changes to the current M.O.U. are agreed to by the City and the Fire Management Group.

II. Specific M.O.U. Language Changes

The summary of the M.O.U. changes are as follows:

<u>Article</u>	<u>Section</u>	<u>Subsection</u>	<u>Page</u>	<u>Subject Changes</u>
Two	I	D(2)	10	28-day cycles to <u>24 day cycles</u>
Three	III	C	15	Inclusion of Emergency Recall procedure
Three	IV	A(2,3)	16	72 hours to <u>96 hours</u>
Three	IV	B	17	28 day work period to <u>24 day work period</u>

III. Implementation and Additional Policy Changes

It is understood by the City and the Fire Management Group that additional language and policy changes may be needed to complete the implementation of the new "48/96" Work Schedule on or before July 1, 2009. These changes will be accomplished by mutual agreement of the parties after meet and confer session(s) with the Fire Chief and Fire Management Group representatives.

IV. Language in M.O.U. Amendment No. 1 Shall Prevail

It is understood by the City and the Fire Management Group that should there be any disputes between the current language in the Master M.O.U. and said language changes in M.O.U. Amendment No. 1 the language in M.O.U. No. 1 shall prevail.

V. Extension of M.O.U. – to December 31, 2011

It is understood the Fire Management Group have the option to extend the M.O.U. one (1) additional year through December 31, 2011. The Fire Management Group have agreed to officially notify the City Manager no later than September 15, 2010 as to the decision to extend the M.O.U. one additional year through December 31, 2011 or request to meet and confer with the City for a new M.O.U. to be effective on January 1, 2011.

2. The schedule calendars shall identify:
 - payroll periods,
 - ~~28-day~~ 24-day cycles
 - holidays,
 - firefighter shift schedules, and
 - scheduled hours for each shift in each pay period.
3. The size, number and type of calendar will be determined between the Fire Management Group and the Fire Chief.

II. SALARY ADJUSTMENTS IN ADDITION TO POLICE AND FIRE INITIATIVE ORDINANCE

A. EFFECTIVE WITH THE PAY PERIOD THAT INCLUDES JANUARY 1, 2006

Effective with the pay period that includes January 1, 2006 (December 26, 2005 through January 8, 2006) unit employees shall receive a two percent (2%) salary increase above their hourly salary rate which was effective on December 25, 2005.

B. IN ADDITION TO ANY SALARY ADJUSTMENTS FROM POLICE AND FIRE SALARY INITIATIVE ORDINANCE

The two percent (2%) salary adjustment as set forth in this section shall be in addition to any salary adjustments granted through the Police and Fire Salary Initiative Ordinance.

III. SUPPLEMENTAL COMPENSATION

A. ACTING PAY

1. Any permanent or probationary employee who is required to, and acts and performs duties included within a higher classification and which are broader than the specifications governing such employee's position shall be paid in accordance with the step and salary range appropriate for such higher classification in the event that such acting service extends for a period in excess of eighty (80) consecutive working hours for 40-hour per week employees or five consecutive twenty-four (24) hour working shifts for 56-hour per week employee.

C. EMERGENCY RECALL

1. The City agrees to pay employees at the rate of time and one-half for time worked at Suppression hourly rate on Emergency Recall.
2. "Emergency Recall" is defined as a return to work on an otherwise off-duty day during a declared emergency (Federal, State [i.e., OES] or Local Mayor, Council Member, CAO, Fire Chief or his/her designee):
 - a. by staffing an additional engine company, truck company, rescue unit, or a combination of the units listed (beyond normal on-duty staffing as defined under Subsection I-14 - Work Schedule); or
 - b. for the purpose of assignment to replace on-duty personnel assigned to respond to such emergencies.
3. Assignments to replace an employee during sick leave, vacation, in-lieu (holiday) time, training, education, IOD (Labor Code Section 4850 time), jury duty, bereavement leave, voting leave, military leave, emergency leave, or to perform staff assignments, including attendance at staff meetings, shall not be considered emergency recall, whether or not such vacancy occurs during an emergency.
4. The minimum duration of Emergency Recall for payment shall be four (4) hours, and the maximum duration would end at 0759 hours (end of that shift), except as provided hereafter:
 - b. On-duty employees whose assignment on an emergency response extends into an off duty shift will receive time and one-half for all hours worked on the emergency which occurred during scheduled off duty time.
 - c. Off-duty employees who initially respond to fill in at the station during the scheduled duty days of the member assigned to the emergency shall receive time and one half on the first shift.



IV. CONSTANT STAFFINGA. DEFINITION

"CONSTANT STAFFING" is a concept of employee assignment under which there is one appointed unit employee on each shift (platoon) for each authorized (on duty) position. At any given time under constant staffing, one of the three (3) persons assigned to a position will normally be on duty according to a regular established schedule.

1. The City will observe the principle of "constant staffing," as provided in Divisions 208 and 209 of the Department Rules and Regulations.
2. There shall be three (3) platoons in the Fire Suppression Division (A-Shift, B-Shift, and C-Shift). Each platoon will be regularly scheduled to work no more than ~~seventy-two (72)~~ ninety-six (96) hours in a nine (9) day period. One shift will constitute a twenty-four (24) hour work period.
3. Members shall not be forced to work a period in excess of ~~seventy-two (72)~~ ninety-six (96) hours on platoon duty without a minimum twenty-four (24) hour period off duty, except in an emergency situation as determined by the Fire Chief.
4. Platoon assignments shall be completed and posted by December 1st for the next calendar year.
5. Annual shift assignments shall begin in January of each new calendar year.
6. There shall be a minimum of three (3) appointed sworn Battalion Chief positions for fifty six (56) hour personnel (Suppression).
7. Minimum Standard Fire Department Staffing Schedule: Each on-duty Fire Suppression Platoon will be staffed with eighteen (18) duly appointed sworn safety members.
8. Vacancies will be filled using the Telestaff process and Fire Department Rules and Regulations.
9. The Parties mutually agree that they will meet and confer regarding any proposed significant or permanent changes in

the current work schedule.

B. TWENTY EIGHT (28) TWENTY FOUR (24) DAY WORK PERIOD

The City hereby establishes a ~~twenty eight (28)~~ twenty four (24) day work period.

C. NO EFFECT ON CITY RIGHTS

This entire section is understood by both parties to have no effect on the rights reserved to the City pursuant to Article I, City Rights.

D. HOURS CONVERSION FORMULA

The equivalency conversion formula shall be as set forth below:

FROM:	TO:	EQUIVALENCY FORMULA:
40-hour non-suppression assigned work schedule	56-hour suppression assigned work schedule	$40 \text{ hours} \times 1.4 = 56 \text{ hours}$
56-hour suppression assigned work schedule	40-hour non-suppression assigned work schedule	$56 \text{ hours} \div 1.4 = 40 \text{ hours}$

V. SHIFT CONVERSION

For purposes of clarification the City and the Fire Management Group have converted "shifts" to "hours" throughout the MOU. It is not the intent of the parties to any way modify, increase, or decrease any portion of this MOU due to this conversion.

VI. NON-SUPPRESSION STAFFING – FORTY (40) HOUR ASSIGNMENT

A. MINIMUM THIRTY (30) DAY ADVANCE NOTICE

City agrees that the Fire Chief will give a minimum 30-day advance written notice to unit employees regarding any proposed change in the number, type or functions of forty (40) hour non-suppression sworn positions, and will provide an opportunity to discuss the proposed changes before adding, deleting or modifying such

ATTACHMENT "B"

I. Changes to Fire Department Rules & Regulations

In the implementation of the new "48/96" Work Schedule certain changes to the current Fire Department Rules & Regulations are agreed to by the City and the Fire Management Group

II. Specific Fire Department Rules & Regulations Changes

The summary of the Rules & Regulation changes are as follows:

<u>Division</u>	<u>Section</u>
308	308.05
105	105.15

Attached are copies of the specific language changes in the Fire Department Rules & Regulations with changes highlighted.

DIVISION 308
COMPANY OPERATIONS

- 308.01 Each company shall be responsible for making fire prevention inspections and familiarization within their assigned districts.
- 308.02 Each company shall participate in drills in the station and at the drill tower as scheduled unless excused by the Battalion Chief.
- 308.03 Each company assigned hydrant maintenance shall be responsible for the cleaning, servicing, flow testing, repair and data recording as required.
- 308.04 Each morning, a member of Fire Prevention shall be assigned by the Fire Marshal to make the rounds of all stations to deliver and pick up mail, memos and small items.
- 308.05 The schedule below is intended to be a flexible framework in which the Fire Captain can carry out his responsibilities to achieve Departmental goals.

TIME	ACTIVITY
Monday only:	
0800	Emergency Traffic Tone Test
Monday through Friday:	
0700	Station Alert Test
0700 – 0745	Apparatus and Station Maintenance
0745 – 0830	Wellness
0830 – 0900	Showers
0900 – 0915	Line-up
0930 – 1130	Training/Assigned Activities
1330 –	Fire Inspections/Assigned Activities
Saturday:	
0700	Station Alert Test
0700 – 0745	Apparatus and Station Maintenance
0745 – 0830	Wellness
0830 – 0900	Showers
0900 – 0915	Line-up
0930 – 1130	Service First-Line Apparatus

1330 – Service First-Line Apparatus/Assigned Activities (if needed)

Sunday:

0700	Station Alert Test
0700 – 0745	Apparatus and Station Maintenance
0745 – 0830	Wellness
0830 – 0900	Showers
0900 – 0915	Line-up

0930 – 1130 Service Reserve Apparatus

1330 – Assigned Activities (if needed)

308.06 The Weekly Apparatus Maintenance sheet located in the Apparatus Log Book will be used for the weekly service of both First-line and Reserve Apparatus.

308.07 On the following holidays, the work schedule will be altered to include only those activities necessary for the emergency function and daily maintenance of the Department. The work schedule shall not include training, weekly service, first service day, inspections or drills. If weekly apparatus maintenance falls on a holiday, it shall be the responsibility of the three shift Captains, thru the Battalion Chief, to coordinate the completion of such service prior to the holiday. The following holidays are:

New Year's Eve

*New Year's Day

*Memorial Day

*Independence Day - July 4th

*Labor Day

*Thanksgiving Day

*Friday following Thanksgiving Day

Christmas Eve

*Christmas Day

The Monday following Independence Day, Christmas Day or New Year's Day, if the holiday falls on Sunday.

(*City Hall closed)

DIVISION 105

FIRE CAPTAIN

- 105.01 Fire Captains are the only officers whose command is at all times directly under their immediate supervision and control. Consequently, their position is one of utmost importance in the enforcement of discipline and the promotion and maintenance of efficiency; therefore, the Fire Captain will consider it their indispensable duty to be constantly vigilant and, while setting an especially good example, require that their commands measure up to a high standard of Departmental efficiency and morale.
- 105.02 The Fire Captain shall be in control of their respective companies while on duty, and shall cooperate with one another and be responsible for putting into effect uniformly the policy, Rules and Regulations, practices and procedures of the Department.
- 105.03 The Fire Captain shall respond with their companies to alarms and other emergency calls as designated, and be responsible for the performance and safety of their personnel.
- A. When first to arrive, the Fire Captain shall follow the Incident Command System by assuming command and directing operations until the arrival of a superior officer.
- 105.04 The Fire Captain shall make sure that all apparatus under their control be driven at a safe speed for the given condition.
- 105.05 To enable themselves to assume the responsibilities and efficiently discharge their duties, Fire Captains shall familiarize themselves with their districts and the general duties of their respective commands.
- 105.06 The Fire Captain shall use good judgment in the performance of their duties. At fires, the Fire Captain shall be particularly judicious in laying lines, placing ladders, spotting equipment, calling for assistance and performing other operations necessary to the preservation of life and property and the efficient operation of their commands.
- 105.07 The Fire Captain shall train and instruct members of their companies and, by regularly conducted drills, determine that the efficiency and coordination of their commands are maintained at a high standard. Detailed training records shall be kept on all company members.
- 105.08 The Fire Captain shall make periodic fire prevention inspections as directed and keep a comprehensive record thereof. They shall assist in planning and

conducting the citywide fire prevention program.

- 105.09 The Fire Captain shall perform periodic hydrant inspection and service as directed and ensure comprehensive records are maintained according to the policies and procedures established by the Water Supply Officer.
- 105.10 The Fire Captain may, at their discretion, grant the request of one subordinate member to work for another. The Fire Captain shall notify the Battalion Chief when such permission is given and forward the proper paperwork.
- 105.11 The Fire Captain may, with the approval of the Battalion Chief, delegate their authority to a subordinate in order to maintain efficient operation of their company.
- 105.12 In the absence of regular Fire Engineers, or other members assigned to duties requiring particular skills, the Fire Captain shall designate members to act in such position who are fully capable. This relief procedure is to be used for short unscheduled occasions. (209.01c).
- 105.13 The Fire Captain shall not permit members to go off duty until properly relieved or until other arrangements have been authorized by their Battalion Chief.
- 105.14 During the morning of each shift, the Fire Captain will hold a semiformal review of the personnel assigned to that shift. After the inspection of appearance and attire of all personnel, the work schedule for the day will be related to all members, and pertinent orders, memos and bulletins will be read and explained. The Fire Captain shall have the authority to prohibit the use of any uniform, which does not meet the standards required for the service.
- 105.15 The Fire Captain shall be responsible for identifying fatigue or other endurance risk factors and take the necessary steps to ensure the member is fit for duty. This will ensure the safety of our members and prevent potential compromise to the member or the public. Necessary steps may include but are not limited to: providing rest periods for members with minor fatigue issues, consulting with a physician or other appropriate professionals to evaluate the employee with an immediate physical or emotional problem.

The following definitions should be used related to fatigue and other endurance factors:

Endurance Risk Factors: Endurance risk factors are the physiological and psychological factors that influence an individual's ability to perform tasks effectively.

Fatigue: Fatigue is physical or mental weariness that can manifest as physical discomfort, inability to concentrate, impaired judgment and/or difficulty staying awake. Sleep loss and altered rhythms are some of the physiological factors that can affect fatigue.

Circadian Rhythms: Circadian rhythms are an individual's cycles of alertness and performance. They are internally driven and average about 24 hours in length.

Fit for Duty: An individual is considered, in the opinion of supervisory or management personnel, to be operationally ready and fit for duty when he/she is mentally and physically capable of performing assigned tasks appropriately. The individual is alert and capable of immediate response to unanticipated events.

105.16 The Fire Captain shall appoint a desk or station watch or other watch duty when necessary.

105.17 The Fire Captain shall see that all apparatus and Department equipment assigned or stored in quarters is properly cared for and protected.

105.18 When a subordinate under their command commits an infraction of the Rules and Regulations not considered a flagrant offense, the Fire Captain may impose penalties involving extra duty assignments, loss of privileges or other penalties not unusual or excessive for the offense committed. The Fire Captain shall thereupon forward a report containing all details of the case through channels to the Assistant Chief.

105.19 In those stations in which two or more companies are housed, the Battalion Chief will appoint a House Captain. The purpose of this appointment is to make one individual responsible for those matters, which are shared by both companies. Those matters pertaining to individual companies will be handled by the Fire Captains of each company.

105.20 The Battalion Chief will appoint the House Captain using the criteria of seniority as a captain, abilities, interest, etc. The House Captain's general responsibilities will be:

A. Facilities

1. Overall maintenance of building and grounds
2. Sports activities

B. Group activities

1. Station maintenance
2. Hose details

3. Dining policies
4. Mediation of company conflicts

C. Morning roll call

During the morning of each shift, the House Captain, with the assistance of the other company Captain(s), will hold a semiformal review of the personnel assigned to that shift. After the inspection of appearance and attire of all personnel, the work schedule for the day concerning those operations participated in by both companies will be related to all members, and pertinent orders, memos and bulletins will be read and explained.

105.21 Fire Captains shall fill out all NFIRS reports, review EMS reports, and complete other reports required by the Department.

105.22 When a Fire Captain works a vacation, holiday, or trade on a Monday through Thursday, they will do either their own assigned inspections or hydrants, or the inspections or hydrants assigned to the person who is off duty. At any other time they will do the inspections or hydrants assigned to the person who is off duty, (i.e. coverage for IOD, sick leave, school, special assignment, etc.

105.23 Fire Captains shall be responsible for other related duties as assigned by the Fire Chief.

105.24 Probationary Captains shall:

- A. Receive tri-annual (every four months) written and performance examinations.
- B. Probationary examinations require a minimum score of 80%
- C. Receive tri-annual (every four months) written performance review from their immediate supervisor.

105.25 Acting Captains shall:

- A. Wear their normal dark blue work uniform (no bugles).
- B. Be issued an orange, 'Captain's' helmet to ensure accountability and chain of command over their company during emergency incidents.
- C. Acting Captains will not be added to the strike team deployment rotation but may be assigned to a strike team with prior approval from the Fire Chief or his designate.

**CITY OF CULVER CITY
AND
CULVER CITY FIREFIGHTERS
LOCAL 1927, AFL-CIO**

**AMENDMENT NO. 1
to
Master Memorandum of Understanding
Regarding
Extension of M.O.U.
through December 31, 2010
and
Implementation of
the “48/96” Work Schedule**

December 2008

Culver CITY

CULVER CITY – CULVER CITY FIREFIGHTERS LOCAL 1927, AFL-CIO MOU AMENDMENT NO. 1

Between
The City of Culver City, California
and
The Culver City Firefighters Local 1927, AFL-CIO

Regarding
Extension of Firefighters MOU through December 31, 2010
and
Implementation of the "48/96" Work Schedule

- This amendment to the current Culver City Firefighters Memorandum of Understanding (MOU), dated January 1, 2005 through December 31, 2008, mutually extends the current MOU through December 31, 2010, with:
 - (1) The Culver City Firefighters having the option to extend the MOU by one (1) additional year through December 31, 2011; and
 - (2) The City agreeing to implement the "48/96" work schedule for Culver City Firefighters on or before July 1, 2009 with daily work schedule changes and policy development for implementation.
- The specific changes to the current M.O.U. to implement the amendment on the extension of the MOU and the new "48/96" work schedule are set forth in Attachment "A".
- The specific changes to implement the changes to the Fire Department Rules and Regulations to implement on the extension of the M.O.U. and the new "48/96" work schedule are set forth in Attachment "B"

**Culver City Firefighters
Local 1927, AFL-CIO**



Juan Fregoso, President
Culver City Firefighters
Local 1927, AFL-CIO

City of Culver City, California



Jeff Eastman
Fire Chief

EXECUTION OF MOU AMENDMENT NO. 1

In witness whereof, the parties have caused this agreement to be executed this _____ day of December, 2008.

Jerry Fulwood
City Manager

M.O.U. AMENDMENT NO. 1**I. Changes to Current City-Firefighters' M.O.U.**

In the implementation of the new "48/96" Work Schedule certain changes to the current M.O.U. are agreed to by the City and the Firefighters' Local 1927, AFL-CIO.

II. Specific M.O.U. Language Changes

The summary of the M.O.U. changes are as follows:

<u>Article</u>	<u>Section</u>	<u>Subsection</u>	<u>Page</u>	<u>Subject Changes</u>
Two	I	D(2)	10	28-day cycles to <u>24 day cycles</u>
Three	II	2,3	15	72 hours to <u>96 hours</u>
Three	IV	A,C	16	28 day work period to <u>24 day work period</u>
Three	VI	C(4)	19	0759 hours (end of shift) to <u>0659 hours (end of shift)</u>

III. Implementation and Additional Policy Changes

It is understood by the City and the Firefighters' Local 1927, AFL-CIO that additional language and policy changes may be needed to complete the implementation of the new "48/96" Work Schedule on or before July 1, 2009. These changes will be accomplished by mutual agreement of the parties after meet and confer session(s) with the Fire Chief and Firefighter representatives.

IV. Language in M.O.U. Amendment No. 1 Shall Prevail

It is understood by the City and the Firefighters' Local 1927, AFL-CIO that should there be any disputes between the current language in the Master M.O.U. and said language changes in M.O.U. Amendment No. 1 the language in M.O.U. No. 1 shall prevail.

V. Extension of M.O.U. – to December 31, 2011

It is understood the Firefighters' Local 1927, AFL-CIO have the option to extend the M.O.U. one (1) additional year through December 31, 2011. The Firefighters have agreed to officially notify the City Manager no later than September 15, 2010 as to the decision to extend the M.O.U. one additional year through December 31, 2011 or request to meet and confer with the City for a new M.O.U. to be effective on January 1, 2011.

ARTICLE TWO

2. The schedule calendars shall identify:
 - payroll periods,
 - ~~28-day cycles~~ 24-day cycles
 - holidays,
 - firefighter shift schedules, and
 - scheduled hours for each shift in each pay period.
3. The size, number and type of calendar will be determined between the Union and the Fire Chief.

II. SUPPLEMENTAL COMPENSATION

A. ACTING PAY

1. Any permanent or probationary employee who is required to, and acts and performs duties included within a higher classification and which are broader than the specifications governing such employee's position shall be paid in accordance with the step and salary range appropriate for such higher classification in the event that such acting service extends for a period in excess of eighty (80) consecutive working hours for 40-hour per week employees or five consecutive twenty-four (24) hour working shifts for 56-hour per week employee
2. Employees receiving acting pay as set forth above shall continue to receive the benefits associated with his/her permanent position and *not* the benefits associated with the acting position.

III. SPECIAL ASSIGNMENT PAYS

A. PARAMEDIC ASSIGNMENT PAY

Firefighters certified as Paramedics shall receive a minimum of their respective Firefighter 56-hour base salary plus an additional fifteen percent (15%) bonus during such assignment.

B. 40-HOUR WORK ASSIGNMENT PAY

1. Any unit employee assigned to any of the Firefighter 40-hour appointed work assignments shall be compensated as follows:

ARTICLE THREE

1. The City will observe the principle of "constant staffing," as provided in Divisions 208 and 209 of the Department Rules and Regulations.
2. There shall be three (3) platoons in the Fire Suppression Division (A-Shift, B-Shift, and C-Shift). Each platoon will be regularly scheduled to work no more than ~~seventy-two (72)~~ ninety-six (96) hours in a nine (9) day period. One shift will constitute a twenty-four (24) hour work period.
3. Members shall not be forced to work a period in excess of ~~seventy-two (72)~~ ninety-six (96) hours on platoon duty without a minimum twenty-four (24) hour period off duty, except in an emergency situation as determined by the Fire Chief.
4. Platoon assignments shall be completed and posted by December 1st for the next calendar year.
5. Annual shift assignments shall begin in January of each new calendar year.
6. There shall be a minimum of fifty-one (51) sworn positions for 56-hour personnel (Suppression), as follows:
 - Twelve (12) duly appointed Fire Captains
 - Twelve (12) duly appointed Fire Engineers
 - Twenty-seven (27) duly appointed Firefighters in which a minimum of fifteen (15) are assigned as Paramedics
7. Minimum Standard Fire Department Staffing Schedule: Each on-duty Fire Suppression Platoon will be staffed with seventeen (17) duly appointed sworn safety members, not including ranks of Battalion Chief or above.
8. Vacancies will be filled using the Telestaff process and Fire Department Rules and Regulations.
9. The standard staffing level shall be as follows:
 - a. Each Fire Suppression Company shall be commanded and supervised by a duly appointed Fire Captain
 - b. Each Piece of motorized fire apparatus shall be driven and operated by a duly appointed Fire Engineer.
 - c. Three (3) pieces of fire apparatus shall be staffed by at least one (1) duly appointed Firefighter or Firefighter/Paramedic.
 - d. One (1) piece of apparatus shall be staffed by two (2) duly appointed firefighters or firefighter/paramedics.

ARTICLE THREE

- e. Motorized fire apparatus shall consist of three (3) engines and one (1) truck.
 - f. Rescue ambulances shall consist of two (2) rescue ambulance/paramedic units and shall be staffed by two (2) firefighter/paramedics per unit.
10. The work schedule as defined in Division 308.05 of the Rules and Regulations may seem extremely structural, indicating to the minute the company activities for each day. The intent, however, is for the schedule to be a flexible framework in which the Fire Captain can carry out his/her responsibilities to achieve Departmental Goals.
11. The Parties mutually agree that they will meet and confer regarding any proposed significant or permanent changes in the current work schedule.

III. SHIFT CONVERSION

For purposes of clarification the City and the Union have converted "shifts" to "hours" throughout the MOU. It is not the intent of the parties to any way modify, increase, or decrease any portion of this MOU due to this conversion.

IV. CONSTANT STAFFING/OVERTIME

A. ~~28-DAY~~ 24-DAY WORK PERIOD

The City hereby establishes a ~~28-day~~ 24-day work period.

B. NO EFFECT ON CITY RIGHTS

This entire section is understood by both parties to have no on the rights reserved to the City pursuant to Article I, City Rights.

C. CONSTANT STAFFING OR OVERTIME PAID AT TIME AND ONE HALF – HOURS WORKED IN EXCESS OF 212

Members assigned to Suppression duty, who are required and/or authorized to work constant staffing or overtime in such assignment, shall be paid at the rate of time-and-one-half (1.5 x hours worked) at the employees' regular rate of pay for all hours worked in excess of 212 in a ~~28-day~~ 24-day work period.

ARTICLE THREE

perform staff assignments, including attendance at staff meetings, shall not be considered emergency recall, whether or not such vacancy occurs during an emergency.

4. The minimum duration of Emergency Recall for payment shall be four (4) hours, and the maximum duration would end at 0759 ~~0659~~ hours (end of that shift), except as provided hereafter.
 - a. On-duty employees whose assignment on an emergency response extends into an off duty shift will receive time and one-half for all hours worked on the emergency which occurred during scheduled off duty time.
 - b. Off-duty employees who initially respond to fill in at the station during the scheduled duty days of the member assigned to the emergency shall receive time and one half on the first shift.

D. FORCED HIRE CONSTANT STAFFING OR OVERTIME

1. It is understood and agreed that the City will observe the procedural steps for recalling employees for non-emergency staffing as detailed in of the Fire Department Rules and Regulations and Telestaff.
2. In the event no volunteers are available, and an employee is mandatorily recalled to work, when he/she would otherwise be off duty, he/she shall be paid at time and one-half for all hours worked until relieved, but not less than four (4) hours at time and one-half for this non-extension of duty.
3. Four (4) hour minimum does not apply to extension of duty as defined in Article Three, Section VI.A.

E. NON-SUPPRESSION (40-HOUR SCHEDULE) COMPENSATORY TIME

1. Employees assigned to a 40-hour schedule may accrue overtime as compensatory time off.

ATTACHMENT "B"

I. Changes to Fire Department Rules & Regulations

In the implementation of the new "48/96" Work Schedule certain changes to the current Fire Department Rules & Regulations are agreed to by the City and the Firefighters' Local 1927

II. Specific Fire Department Rules & Regulations Changes

The summary of the Rules & Regulation changes are as follows:

<u>Division</u>	<u>Section</u>
308	308.05
105	105.15

Attached are copies of the specific language changes in the Fire Department Rules & Regulations with changes highlighted.

DIVISION 308

COMPANY OPERATIONS

- 308.01 Each company shall be responsible for making fire prevention inspections and familiarization within their assigned districts.
- 308.02 Each company shall participate in drills in the station and at the drill tower as scheduled unless excused by the Battalion Chief.
- 308.03 Each company assigned hydrant maintenance shall be responsible for the cleaning, servicing, flow testing, repair and data recording as required.
- 308.04 Each morning, a member of Fire Prevention shall be assigned by the Fire Marshal to make the rounds of all stations to deliver and pick up mail, memos and small items.
- 308.05 The schedule below is intended to be a flexible framework in which the Fire Captain can carry out his responsibilities to achieve Departmental goals.

TIME	ACTIVITY
Monday only:	
0800	Emergency Traffic Tone Test
Monday through Friday:	
0700	Station Alert Test
0700 – 0745	Apparatus and Station Maintenance
0745 – 0830	Wellness
0830 – 0900	Showers
0900 – 0915	Line-up
0930 – 1130	Training/Assigned Activities
1330 –	Fire Inspections/Assigned Activities
Saturday:	
0700	Station Alert Test
0700 – 0745	Apparatus and Station Maintenance
0745 – 0830	Wellness
0830 – 0900	Showers
0900 – 0915	Line-up
0930 – 1130	Service First-Line Apparatus

1330 – Service First-Line Apparatus/Assigned Activities (if needed)

Sunday:

0700	Station Alert Test
0700 – 0745	Apparatus and Station Maintenance
0745 – 0830	Wellness
0830 – 0900	Showers
0900 – 0915	Line-up

0930 – 1130 Service Reserve Apparatus

1330 – Assigned Activities (if needed)

308.06 The Weekly Apparatus Maintenance sheet located in the Apparatus Log Book will be used for the weekly service of both First-line and Reserve Apparatus.

308.07 On the following holidays, the work schedule will be altered to include only those activities necessary for the emergency function and daily maintenance of the Department. The work schedule shall not include training, weekly service, first service day, inspections or drills. If weekly apparatus maintenance falls on a holiday, it shall be the responsibility of the three shift Captains, thru the Battalion Chief, to coordinate the completion of such service prior to the holiday. The following holidays are:

New Year's Eve

*New Year's Day

*Memorial Day

*Independence Day - July 4th

*Labor Day

*Thanksgiving Day

*Friday following Thanksgiving Day

Christmas Eve

*Christmas Day

The Monday following Independence Day, Christmas Day or New Year's Day, if the holiday falls on Sunday.

(*City Hall closed)

DIVISION 105

FIRE CAPTAIN

- 105.01 Fire Captains are the only officers whose command is at all times directly under their immediate supervision and control. Consequently, their position is one of utmost importance in the enforcement of discipline and the promotion and maintenance of efficiency; therefore, the Fire Captain will consider it their indispensable duty to be constantly vigilant and, while setting an especially good example, require that their commands measure up to a high standard of Departmental efficiency and morale.
- 105.02 The Fire Captain shall be in control of their respective companies while on duty, and shall cooperate with one another and be responsible for putting into effect uniformly the policy, Rules and Regulations, practices and procedures of the Department.
- 105.03 The Fire Captain shall respond with their companies to alarms and other emergency calls as designated, and be responsible for the performance and safety of their personnel.
- A. When first to arrive, the Fire Captain shall follow the Incident Command System by assuming command and directing operations until the arrival of a superior officer.
- 105.04 The Fire Captain shall make sure that all apparatus under their control be driven at a safe speed for the given condition.
- 105.05 To enable themselves to assume the responsibilities and efficiently discharge their duties, Fire Captains shall familiarize themselves with their districts and the general duties of their respective commands.
- 105.06 The Fire Captain shall use good judgment in the performance of their duties. At fires, the Fire Captain shall be particularly judicious in laying lines, placing ladders, spotting equipment, calling for assistance and performing other operations necessary to the preservation of life and property and the efficient operation of their commands.
- 105.07 The Fire Captain shall train and instruct members of their companies and, by regularly conducted drills, determine that the efficiency and coordination of their commands are maintained at a high standard. Detailed training records shall be kept on all company members.
- 105.08 The Fire Captain shall make periodic fire prevention inspections as directed and keep a comprehensive record thereof. They shall assist in planning and

conducting the citywide fire prevention program.

- 105.09 The Fire Captain shall perform periodic hydrant inspection and service as directed and ensure comprehensive records are maintained according to the policies and procedures established by the Water Supply Officer.
- 105.10 The Fire Captain may, at their discretion, grant the request of one subordinate member to work for another. The Fire Captain shall notify the Battalion Chief when such permission is given and forward the proper paperwork.
- 105.11 The Fire Captain may, with the approval of the Battalion Chief, delegate their authority to a subordinate in order to maintain efficient operation of their company.
- 105.12 In the absence of regular Fire Engineers, or other members assigned to duties requiring particular skills, the Fire Captain shall designate members to act in such position who are fully capable. This relief procedure is to be used for short unscheduled occasions. (209.01c).
- 105.13 The Fire Captain shall not permit members to go off duty until properly relieved or until other arrangements have been authorized by their Battalion Chief.
- 105.14 During the morning of each shift, the Fire Captain will hold a semiformal review of the personnel assigned to that shift. After the inspection of appearance and attire of all personnel, the work schedule for the day will be related to all members, and pertinent orders, memos and bulletins will be read and explained. The Fire Captain shall have the authority to prohibit the use of any uniform, which does not meet the standards required for the service.
- 105.15 The Fire Captain shall be responsible for identifying fatigue or other endurance risk factors and take the necessary steps to ensure the member is fit for duty. This will ensure the safety of our members and prevent potential compromise to the member or the public. Necessary steps may include but are not limited to: providing rest periods for members with minor fatigue issues, consulting with a physician or other appropriate professionals to evaluate the employee with an immediate physical or emotional problem.

The following definitions should be used related to fatigue and other endurance factors:

Endurance Risk Factors: Endurance risk factors are the physiological and psychological factors that influence an individual's ability to perform tasks effectively.

Fatigue: Fatigue is physical or mental weariness that can manifest as physical discomfort, inability to concentrate, impaired judgment and/or difficulty staying awake. Sleep loss and altered rhythms are some of the physiological factors that can affect fatigue.

Circadian Rhythms: Circadian rhythms are an individual's cycles of alertness and performance. They are internally driven and average about 24 hours in length.

Fit for Duty: An individual is considered, in the opinion of supervisory or management personnel, to be operationally ready and fit for duty when he/she is mentally and physically capable of performing assigned tasks appropriately. The individual is alert and capable of immediate response to unanticipated events.

105.16 The Fire Captain shall appoint a desk or station watch or other watch duty when necessary.

105.17 The Fire Captain shall see that all apparatus and Department equipment assigned or stored in quarters is properly cared for and protected.

105.18 When a subordinate under their command commits an infraction of the Rules and Regulations not considered a flagrant offense, the Fire Captain may impose penalties involving extra duty assignments, loss of privileges or other penalties not unusual or excessive for the offense committed. The Fire Captain shall thereupon forward a report containing all details of the case through channels to the Assistant Chief.

105.19 In those stations in which two or more companies are housed, the Battalion Chief will appoint a House Captain. The purpose of this appointment is to make one individual responsible for those matters, which are shared by both companies. Those matters pertaining to individual companies will be handled by the Fire Captains of each company.

105.20 The Battalion Chief will appoint the House Captain using the criteria of seniority as a captain, abilities, interest, etc. The House Captain's general responsibilities will be:

A. Facilities

1. Overall maintenance of building and grounds
2. Sports activities

B. Group activities

1. Station maintenance
2. Hose details

3. Dining policies
4. Mediation of company conflicts

C. Morning roll call

During the morning of each shift, the House Captain, with the assistance of the other company Captain(s), will hold a semiformal review of the personnel assigned to that shift. After the inspection of appearance and attire of all personnel, the work schedule for the day concerning those operations participated in by both companies will be related to all members, and pertinent orders, memos and bulletins will be read and explained.

105.21 Fire Captains shall fill out all NFIRS reports, review EMS reports, and complete other reports required by the Department.

105.22 When a Fire Captain works a vacation, holiday, or trade on a Monday through Thursday, they will do either their own assigned inspections or hydrants, or the inspections or hydrants assigned to the person who is off duty. At any other time they will do the inspections or hydrants assigned to the person who is off duty, (i.e. coverage for IOD, sick leave, school, special assignment, etc.

105.23 Fire Captains shall be responsible for other related duties as assigned by the Fire Chief.

105.24 Probationary Captains shall:

- A. Receive tri-annual (every four months) written and performance examinations.
- B. Probationary examinations require a minimum score of 80%
- C. Receive tri-annual (every four months) written performance review from their immediate supervisor.

105.25 Acting Captains shall:

- A. Wear their normal dark blue work uniform (no bugles).
- B. Be issued an orange, 'Captain's' helmet to ensure accountability and chain of command over their company during emergency incidents.
- C. Acting Captains will not be added to the strike team deployment rotation but may be assigned to a strike team with prior approval from the Fire Chief or his designate.