

BULLETIN

NO: 21-112
DATE: July 2, 2021
TO: All L145 Personnel
FROM: Chris Webber, Assistant Fire Chief, Emergency Operations
SUBJECT: Administrative and Operational Changes in Response to MOU Changes

In the below link you will find the 'Memorandum of Understanding Between City and Local 145 for Fiscal Year 2022' (MOU). Attached is a document that lists the significant modifications to the current MOU and provides a brief explanation. All L145 represented personnel are encouraged to review the new MOU (dated July 1, 2021) available at the link below. All changes and modifications in the new MOU are in **bold** type.

Link: [L145's Memorandum of Understanding](#) (May not be available until the week of July 7, 2021)

Hard copies of the MOU will **not** be delivered to each station as has been done in the past. Electronic copies of the MOU can be accessed on the City of San Diego Website, Vector (Target) Solutions, Station Computer M: Drive and Local 145 Website (may not be available until the week of July 7, 2021).

New pay codes for Specialty Pay to be used in OneSD:

1. Light and Air Pay: 1LAA
2. Unstaffed Aerial Vehicle: 1UAV
3. Shift Commander Pay: 1SCP
4. Emergency Duty Pay: Attendance code programmed into OneSD for eligible employees

Questions regarding the changes should be routed to your Union representative. Any differences or errors between the attached document and the MOU will default to the MOU as the official document.

**MEMORANDUM OF UNDERSTANDING
 BETWEEN CITY AND LOCAL 145 FOR FISCAL YEAR 2022**

Item #	Item	Description
1	<p align="center">Article 2</p> <p align="center">Trades</p>	<ul style="list-style-type: none"> • Effective July 1, 2021, City is no longer responsible for tracking prospective trades between employees. Trades are between employees and not the responsibility of the City. • Trades must still be entered on TeleStaff and all staffing rules still apply. • As of July 1, 2021, all prospective trade entries that have been scheduled in SAP will be removed by Payroll and trades will no longer be entered into OneSD. Personnel will enter “Regular Duty” hours if on a trade off. • If on a trade working, no hours are entered OneSD. All hours of trades (both trade working and trade off) are to be accurately captured on TeleStaff. • If you are “Trade Working Specialty Station” or trade working on a holiday, please email your Payroll clerk to enter appropriate specialty/holiday pays (this is temporary). • FD Management and Local 145 will continue to meet and confer (M&C) on resolution of existing trade balances. Additional information regarding the processing of trades will be distributed following M&C.
2	<p align="center">Article 11</p> <p align="center">Employee Representation</p>	<ul style="list-style-type: none"> • Employees have a right to representation during a Reasonable Accommodation interactive process.
3	<p align="center">Article 17</p> <p align="center">Special Assignment Pay</p>	<ul style="list-style-type: none"> • Added Light & Air and Unstaffed Aerial Vehicle (UAV) to list of specialty stations who receive 5% of base wage. <ul style="list-style-type: none"> ○ UAV pay is limited to the two personnel who are assigned UAV duty each day in Operations and one person on Administrative Assignment. ○ Pay code “1UAV” for Unstaffed Aerial Vehicle ○ Light & Air pay available to the two personnel who are assigned L&A duty each day. ○ Pay code “1LAA” for Light & Air • Added new Shift Commander Premium Pay of 10% for Battalion Chiefs when filling Shift Commander operational role. <ul style="list-style-type: none"> ○ Pay Code “1SCP” • Added new Emergency Duty Pay of 2.5% when filling critical operational needs. <ul style="list-style-type: none"> ○ This pay will apply only to specific personnel as identified by management as having “Emergency Duty” responsibilities.

		<ul style="list-style-type: none"> ○ Attendance code will be programmed into OneSD for eligible employees • Added new Educational Incentive Pay of 1.0% for associates degree and above. Employees can only receive educational incentive pay for one degree at any one time. <ul style="list-style-type: none"> ○ To receive educational incentive pay employee must submit proof of degree and proof of university accreditation to Payroll. ○ This pay is effective January 1, 2022. A request for submissions with be distributed later in the year.
○ 4	Article 18 Business Representatives	<ul style="list-style-type: none"> • Added language stating City will provide Local 145 daily parking passes to conduct business at Fire Headquarters.
5	Article 20 Hours	<ul style="list-style-type: none"> • Moved 96-Hour rule from Article 2. • Added language to reflect when employees return from a deployment and choose to take accrued leave instead of returning to their station, they will receive their base rate of pay for those hours.
6	Article 22 Flexible Benefits Plan	<ul style="list-style-type: none"> • Updated Article to reflect option of changing the plan year of the City's Flexible Benefits from a fiscal year basis to a calendar year basis.
7	Article 24 Compensation	<u>General Wage Increase</u> <ul style="list-style-type: none"> • 2.5% general wage increase effective July 1, 2021 • 5.0% general wage increase effective January 1, 2022 for Battalion Chief, Air Operations Chief, and Assistant Fire Marshal • 1.0% general wage increase effective January 1, 2022 for Firefighter I, II and III, Fire Prevention Inspector I, and Paramedic II
8	Article 27 Term	<ul style="list-style-type: none"> • One-year term, from July 1, 2021 through June 30, 2022.
9	Article 28 Leave Programs	<u>Bereavement Leave:</u> <ul style="list-style-type: none"> • Clarified which family members are covered. • Clarified that miscarriage/stillbirth is eligible for Bereavement Leave.
10	Article 31 Renegotiation	<ul style="list-style-type: none"> • October 1, 2021 - Local 145's request to Meet and Confer • October 1, 2021 - Local 145's non-economic proposals due • October 1, 2021 - City's non-economic proposals due • November 8, 2021 - Meet and Confer over non-economic proposals to begin • December 3, 2021 - Local 145's economic proposals due • December 17, 2021 - City's economic proposals due • January 21, 2022 - Meet and Confer over economic proposals to begin • March 18, 2022 - Local 145's final offers due

		<ul style="list-style-type: none"> • April 5, 2022 – City’s final offers due
11	<p>Article 43</p> <p>Disciplinary Actions and Appeals</p>	<ul style="list-style-type: none"> • Added language that fact-finding questions will be provided to subject employee and representative at the beginning of a fact-finding session. Employees representative may retain a copy of questions at conclusion of the interview. • Effective July 1, 2021, In-Essence Statements will no longer be used in fact-finding investigations.
12	<p>Article 44</p> <p>EMS</p>	<ul style="list-style-type: none"> • Paramedic Premium Pay will be paid to all Department recognized paramedics effective July 1, 2021, medics currently getting Paramedic Specialty Pay (PSP) and BCs will be automatically adjusted. • Rated personnel who are not currently Department recognized paramedics will need to complete the required Department process through the EMS Division on a first-come, first-served basis, prior to receiving Paramedic Premium Pay. • Change to Staffing Manual Section 1.2.A.4. to utilize rated paramedics • Paramedic Specialty Pay (PSP) and Paramedic Temporary Pay (PMT) will be eliminated • Paramedic Training Officers will receive 5% of base wage vs. \$1.52/hour • EMT premium increases from 8.5% to 10% effective January 1, 2022 • <u>Paramedic Training Program</u> <ul style="list-style-type: none"> ○ SDFD will continue its own Paramedic Training Program.
13	<p>Article 45</p> <p>Transportation Incentives</p>	<ul style="list-style-type: none"> • Clarification that to be eligible for subsidized passes or reimbursements under the Transportation Alternative Program (TAP), employees may not participate concurrently in the City’s discounted monthly parking program. • Clarification on transportation incentive eligibility for 56-hour employees • Clarification that employees may only receive one transportation-related benefit in any given month. • Enrollment in transit passes are done through the SAP system no later than the 12th day of the current month for the next month’s pass, with associated fares and fees pre-paid monthly through automatic payroll deductions.
14	<p>Article 47</p> <p>Copies of the Agreement</p>	<ul style="list-style-type: none"> • The City will provide 12 copies to Local 145 at no expense. Fire stations will no longer receive a hard copy.
15	<p>Article 53</p> <p>Health Management Program</p>	<ul style="list-style-type: none"> • Updated article to incorporate Agreement signed by Fire-Rescue Department and Local 145 dated November 24, 2004 with minor changes to reflect current practice which have been agreed to by both Parties.

16	<p align="center">Article 55</p> <p align="center">Total Compensation Survey</p>	<ul style="list-style-type: none"> • Due to one-year term of MOU, no total compensation survey will be completed. Added list of cities agreed to by both Parties for future surveys. <i>(This language was moved from Article 24.)</i>
17	<p align="center">Article 56</p> <p align="center">Side Letters</p>	<ul style="list-style-type: none"> • The current MOU as printed will represent all agreements between Local 145 and City. • Effective July 1, 2021, any additional agreements must be made in writing between Local 145 and City, with the approval of the Mayor or their designee and the President or their designee of Local 145.
18	<p align="center">Article 57</p> <p align="center">Random Drug and Alcohol Testing</p>	<ul style="list-style-type: none"> • Employees will be tested for alcohol by way of breathalyzer and for specific drugs via urinalysis. • Updated list of drugs to be tested based on industry standards. • Employees to be notified of alcohol/drug test within one and a half hours of start of shift. • Updated levels for alcohol testing (0.02 vs. 0.04). • Independent Testing – employee may request independent testing, at their expense, if drug results are positive. The request must be made by the employee to the Personnel Department within 5 calendar days of receipt of the notice of the positive drug test results.
19	<p align="center">Article 58</p> <p align="center">Leave Sharing Plans</p>	<p><u>Catastrophic Leave Plan</u></p> <ul style="list-style-type: none"> • An employee who receives donated Catastrophic Leave hours may either take the donated Catastrophic Leave as compensated time off or may request to receive a cash payment via SAP. • If cashed out, the employee may take up to the amount of Catastrophic Leave hours available at the time the employee processes their request in SAP. • If taken as compensated time off, the employee may take up to 80 hours (40-hour employees) or up to 112 (56-hour employees) per pay period until the donated leave has been exhausted. <p><u>Child Care Annual Leave Exchange</u></p> <ul style="list-style-type: none"> • The transferred annual leave hours under the Child Care Annual Leave Exchange do not count towards the employee's maximum accumulation of annual leave that is provided under Personnel Manual, Index Code I-2. <p><u>Leave Sharing Plans</u></p> <ul style="list-style-type: none"> • Any unused annual leave received through the City's Leave Sharing Plans (Catastrophic/Medical/Child Care) will be paid out upon the employee's separation from the City.

20	<p align="center">Article 69</p> <p align="center">New Employee Orientation</p>	<ul style="list-style-type: none"> Added language in compliance with the CA Government Code section 3557 regarding Local 145's access to the City's New Employee Orientations, whether the orientation occurs in-person, online, or via any virtual platform.
21	<p align="center">Article 72</p> <p align="center">Flexible Work Arrangements</p> <p align="center">(New Article)</p>	<ul style="list-style-type: none"> Added language regarding the ability for some positions, excluding Operations, to have a flexible work arrangement such as an alternative work schedule.
22	<p align="center">Article 73</p> <p align="center">Adjustment of Hours and Leave Balances Based on Work Schedules</p> <p align="center">(New Article)</p>	<ul style="list-style-type: none"> Defined leave types that require adjustment of hours and leave balances for employees who move between straight day and operational assignments. No action required by employees.
23	<p align="center">Article 74</p> <p align="center">Employee Contact Information</p> <p align="center">(New Article)</p>	<ul style="list-style-type: none"> Added a new Article regarding employee contact information in compliance with Government Code section 3558. Employees are required to update any changes to their contact information that is on file with the City through the Employee Self-Service (ESS) portal in SAP within 14 days of such change. Employees may also opt-out of disclosing information to their REO through the ESS portal, in accordance with Government Code section 6254.3(c).
24	<p align="center">Other</p>	<ul style="list-style-type: none"> <i>(Language not included in the MOU)</i> FLSA Compliance Changes – The City will calculate overtime compensation due under 1) the MOU (without application of a Regular Rate Multiplier for FPB credits) and 2) under the established DOL FLSA rules, and then pay the employees the higher of the two amounts. When employees receive compensatory time, the overtime premium, as determined by the methodology described in the previous sentence, will be paid to them when earned. The base hour will then accrue to their compensatory time bucket. The base hour will be available to use for leave, or to be cashed out throughout the calendar year in which it was earned. Any remaining balance in the compensatory time bucket as of the first pay period in December, will be cashed out on the last pay day of the calendar year. Added copy of language for Appendix B and Appendix C. Updated Vehicle Incident Administrative Regulation (AR 75.12), Discipline Matrix for Public Safety, and Fire Department Instructions