

RESOLUTION NO. 93-25

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
AMENDING THE CITY CLASSIFICATION & PAY PLAN,
AND ADOPTING A FIREFIGHTER MEMORANDUM OF AGREEMENT**

WHEREAS, the City of El Paso de Robles has an adopted Classification and Pay Plan as documented in Resolutions 90-160, 90-161, 92-09, & 92-20; and

WHEREAS, amendments to the Classification & Pay Plan are necessary from time-to-time to modify existing, or establish new, classifications due to changes in work requirements; and

WHEREAS, Municipal Code Section 2.40.030(c) provides for amendment to the Classification & Pay Plan by Resolution; and

WHEREAS, Council did establish new public safety/fire positions in the 1992/93 budget, and management did undertake work unit modifications resulting in significant organizational/work changes at the Airport; and

WHEREAS, Pay Plan, and incumbent compensation, amendments are appropriate given significant work modifications in existing classes, and to establish rates of pay for new classes; and

WHEREAS, the City has reached an understanding with Firefighters regarding wages, benefits and other conditions of employment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Paso de Robles to:

SECTION 1. DELETE & ESTABLISH CLASSIFICATIONS, & APPROVE CLASS SPECIFICATIONS, ATTACHED HERETO AS EXHIBITS A & B, WITHIN THE CITY CLASSIFICATION PLAN:

Delete

Establish

Airport Operations Manager

Airport Services Coordinator

-

Firefighter

SECTION 2. APPROVE SALARY RANGE ASSIGNMENTS ATTACHED HERETO AS EXHIBIT C.

SECTION 3. ADOPT NON-REPRESENTED FIREFIGHTER MEMORANDUM OF AGREEMENT ATTACHED HERETO AS EXHIBIT D.

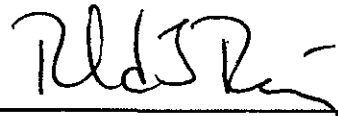
PASSED AND ADOPTED this 2nd day of February, 1993 by the following roll call vote:

AYES:	<u>Heggarty, Macklin, Martin, Picanco, and Iversen</u>
NOES:	<u>None</u>
ABSENT:	<u>None</u>



Christian E. Iversen, Mayor

ATTEST:



Richard J. Ramirez, City Clerk

February 1993

AIRPORT SERVICES COORDINATOR

DEFINITION

Under general supervision of the Director of Public Works, coordinates and performs maintenance and general operation of the Municipal Airport; performs other work as required.

DISTINGUISHING CHARACTERISTICS

This classification is responsible for coordinating the maintenance and operation of the Airport, including facility maintenance, budgeting, and aircraft staging and fee collection.

EXAMPLES OF DUTIES

Develops, organizes, and implements airport maintenance and facility operational procedures.

Drafts and monitors budgets.

Assists in developing aircraft emergency procedures and provides air and ground catastrophe support.

Handles aircraft staging needs and directs parking; coordinates with California Division of Forestry (CDF) and military air operations.

Handles complaints from aircraft owners and assures appropriate action is taken. May handle citizen complaints.

Coordinates work of private contractors; works on facilities and grounds, and farm lease operations

May respond to after hour and emergency calls related to airport.

Operates street sweeper, grader, loader, and other light and heavy equipment in the maintenance of runways and taxiways.

Drafts and implements security procedures.

Maintains various airport related records, logs, etc.

Assists with special events coordination, such as fly-ins and Aero competition.

Assists with monitoring facility compliance with state and federal regulations.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Aircraft handling procedures and terminology
- Operation of aircraft support equipment
- Applicable laws, ordinances, and regulations including FAA procedures
- Modern methods and materials used in maintenance and repair of airport taxiways and runways
- Occupational hazards and precautions
- Standard tools, methods and materials of the carpentry, plumbing, mechanical, cement, electrical and painting trades

Ability to:

- Operate maintenance and emergency equipment
- Respond to emergencies in a calm manner
- Interpret applicable laws, ordinances, regulations and procedures to pilots, military personnel, and the general public
- Handle aircraft parking
- Draft and monitor budget
- Analyze building, runway, taxiway, or lighting system problems; complete minor repairs and monitor major repairs
- Work independently and safely
- Perform manual labor requiring physical strength and endurance
- follow oral and written instructions

EDUCATION AND EXPERIENCE

Any combination of training and experience which is likely to provide the required knowledge and abilities that would be acceptable for employment. A typical background would be:

Education

Equivalent to graduation from an accredited two year college in Business or Aviation studies, or a closely related field.

Experience

Three years maintenance/operations experience in a municipal airport setting including one year operation, budget and maintenance coordination.

SPECIAL REQUIREMENTS

Possession of a valid California Class C Motor Vehicle Operator's license.

City of el Paso de Robles

January 1993

FIREFIGHTERDefinition

Under general supervision, participate in firefighting, emergency medical aid, rescue, fire prevention activities including: inspections, community hazard inspections, code enforcement; operate and maintain fire equipment, apparatus, and facilities; perform other related duties as required.

Distinguishing Characteristics

This is an entry level classification responsible for responding to emergencies including fire and rescue; administering first aid and emergency medical aid; operating machinery used in fire and rescue; assisting in fire and rescue activities which require strenuous physical exertion.

Typical Duties

Any one position may not include all the duties listed nor do all the listed examples include all tasks which may be found in positions of the class.

Responds to fire alarms; connects and lays hose lines; enters burning building with lines; operates nozzles and plays water stream on fire surfaces; raises, lowers and climbs ladders; makes forcible entry into building when necessary; performs ventilation procedures to drive out smoke and gas

Renders first aid and emergency medical aid

Assists in operations to insure that fire is completely extinguished

Assists in salvage and clean up operations, inspecting and testing

Assists in fire vehicle and apparatus maintenance and repair

Assists in maintenance of clean and orderly conditions in and about fire stations

Inspects business establishments, residences, public buildings, and other buildings

Assists in enforcement of laws and regulations pertaining to fire and hazard prevention

Assists in fire investigation

Assists in the control and cleanup of hazardous spills and releases

Responds to all natural disasters threatening the City

Other related duties as required

Knowledge of

Principles, methods, and procedures of modern firefighting.

Safety practices pertinent to firefighting and rescue activities.

Emergency medical aid, First Aid and CPR procedures and techniques

Ability to

Learn firefighting methods and equipment, and to apply such knowledge to specific situations and to local requirements.

Learn to drive fire equipment carefully and safely in accordance with traffic laws and ordinances.

Learn and apply principles and techniques of fire prevention and inspection, first aid and life support.

Understand the principles of hydraulics.

Perform required maintenance of firefighting equipment.

Think and act quickly and correctly in emergencies.

Understand and carry out oral and written directions.

Establish and maintain cooperative working relationships.

Perform strenuous physical labor under adverse and dangerous conditions involving risk to life and health; climb ladders and work at heights.

Do routine station house maintenance work and to learn a variety of firefighting duties.

Qualifications

Any combination of training and experience which provides the required knowledge and abilities acceptable. A typical way of obtaining the knowledge and abilities is:

Education: Graduation from High School or equivalent. Course work in Fire Science is desirable.

Experience: Employment as a volunteer firefighter or higher in a California Fire Department.

Special requirements:

Possession of Valid California Driver's License (Class B must be obtained within 3 months of employment).

First Aid and CPR certification.

EMT I certification within 6 months of employment.

Sufficient strength, agility, and endurance to undertake strenuous physical labor and emergency rescue operations in dangerous conditions.

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EXHIBIT A:

As adopted by Resolution No. 93-25. February 2, 1993

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF EL PASO DE ROBLES
AND
FIRE PLATOON DUTY PERSONNEL**

1. DEFINITIONS

Fire Platoon Duty personnel.

Fire Platoon Duty personnel are fire personnel hired to perform specific duties on a Fire Department work schedule.

2. WORK PERIOD

Fire Platoon duty personnel shall be scheduled for a twenty-seven (27) day work period and will be assigned 24 hour shifts (9 in 27 schedule). Shifts will start and end at 0800 hours. Fire Platoon duty personnel will work 212 hours per work period and will be paid within the guidelines of the Fair Labor Standards Act (FLSA).

3. WORK SHIFT

The work shift will be twenty-four (24) hours.

4. PAYDAYS

During the term of the MOA the City will pay regular pay checks on a bi-weekly basis. Each pay check will include one half (1/2) of the assigned monthly salary rate in compensation for 102 standard / straight time hours with appropriate adjustments. Regular checks shall be available after 1200 hours on the designated pay days.

5. SALARIES

Position classifications shall be assigned to salary ranges as presented in Appendix 1.

6. EDUCATIONAL REIMBURSEMENT POLICY

The city approved educational reimbursement policy shall continue unchanged for the term of the MOA.

7. OVERTIME

All authorized overtime worked in excess of two-hundred four (204) hours over a twenty-seven (27) day work period shall be compensated at the rate of time and one-half. Overtime of less than twenty (20) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest one-half (1/2) hour.

8. COMPENSATORY TIME OFF (CTO)

The Fire Chief may provide that in lieu of cash payment for any overtime, the employee may be allowed time and one-half off with pay for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and the Fire Chief. Employees may accrue a maximum of eighty (80) hours of CTO time.

9. CONSTANT MANNING

Fire Platoon duty personnel may be required to work at the discretion of management to ensure adequate department manning.

10. EMERGENCY RECALL

If Fire Platoon Duty Personnel are called back in an emergency, they shall be compensated with a minimum of two (2) hours at time and one-half.

11. VACATION

Vacation leave with pay shall be in accordance with the following schedule:

YRS OF SERVICE	VACATION ACCRUAL
0-3 yrs	112 hours
4-5 yrs	134.40 hours
6-7 yrs	156.80 hours
8-9 yrs	179.20 hours
10-11 yrs	201.60 hours
12 & over	224 hours

12. SICK LEAVE

Fire platoon duty personnel are granted and accumulate sick leave at the rate of eleven point one seven (11.17) hours per month.

A. Absence requirements. Sick leave with pay shall be granted by the Fire Chief in the case of a bonafide illness or disability of the employee or in the event of an illness or death of a relative (meaning spouse, parent, child, sister, brother, grandparent, or grandchild and the corresponding relative by marriage.)

B. Bereavement. Absence for bereavement pursuant to section 11.A above, shall not be chargeable to sick leave or other paid leave for one (1) occurrence per year. A maximum leave of thirty three point six (33.6) hours may be allowed where the death and service are within the State of California, and up to 56 hours where the death or service is outside of California. Paid bereavement leave shall be granted for any additional time off and charged to sick leave.

C. Workers Compensation/SDI. Employees receiving temporary payments from either of these programs may use accumulated sick leave, normal vacation and / or CTO in order to maintain, but not exceed his/her regular base pay.

13. HOLIDAYS

Fire platoon duty personnel shall be granted eleven (11) hours holiday pay per month. Holiday pay will be paid at the rate of five point zero seven seven 5.077 hours / pay period.

14. INSURANCE

A. Life Insurance. During the term of the MOA, the City shall pay to the insurance carrier 100% of all employee's premiums payable. All eligible employees shall be covered by a thirty-thousand (30,000) dollar coverage plan with double indemnity.

B. Current Major Medical and Hospitalization Insurance. The City agrees to pay up to three hundred forty-nine and 18/100 dollars(\$349.18) per employee per month towards health insurance coverage.

The City further agrees to modify it's maximum dollar contribution by an amount equal to three-quarters (3/4) of any medical increases becoming effective during the term of this MOA.

C. Dental Coverage. The City agrees to pay a maximum of thirty-one and 24/100 dollars(\$31.24) per month toward the dental coverage.

D. Vision Coverage. The City agrees to pay a maximum of twenty-one and 63/100 dollars (\$21.63) per month toward the vision plan.

15. RETIREMENT

Fire platoon duty personnel are currently under the Public Employees Retirement System (PERS) of the State of California. The contract for PERS is for Safety Employees, the 2/55 formula. The employer pays the employee contribution.

16. PROBATIONARY PERIOD

Fire platoon duty personnel shall complete a twelve month (12) probationary period prior to being granted regular status.

17. WORK SCHEDULE

The work schedule for fire platoon duty personnel shall be two hundred twelve (212) hours per work period, ie., typically fifty-six (56) hours per week. Employee will be paid overtime at the rate of time and one half for all hours worked over two hundred four (204) per work period.

18. UNIFORMS

Fire platoon duty personnel shall wear approved uniforms.

A uniform allowance shall be paid at the annual rate of five-hundred forty dollars (\$540.00) which is for the complete maintenance and replacement of pants, shirts, jackets, belts, and accessories.

Newly hired employees shall be advanced one year's uniform allowance. Annual payments shall commence with the second year of employment. Newly hired employees leaving the City service prior to the completion of their first year shall return all uniform items purchased with the uniform allowance.

The annual payment will be split into two (2) payments. The first payment will be in June with the second in December of each year.

19. MANAGEMENT RIGHTS

In order to ensure that the City shall continue to carry out its public health and safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient service for the citizens of Paso Robles, the City continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights set forth in the City's Personnel Rules and Regulations Ordinance and including but not limited to the following rights:

- A. To manage all City departments and determine policies and procedures and the right to manage the affairs of those departments.
- B. To determine the existence or nonexistence of facts which are the basis of the management decision in compliance with State law.
- C. To determine the necessity, organization, implementation, and termination of any service or activity conducted by the city or other government jurisdictions and to expand or diminish municipal services as needed.
- D. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance of City Rules, Regulations and Ordinances.
- E. To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of municipal services to be provided to the public.
- F. To require performance of other health and safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
- G. To lay off employees of the City because of lack of work or funds or under conditions where continued work would be inefficient or nonproductive or not cost effective, as determined by the City.
- H. To determine and / or change the City facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City operations and services are to be conducted.
- I. To determine the method of financing.
- J. To plan, determine, and manage the City's budget which includes, but is not limited to changes in the number of relocations, and types of operations, processes, and materials to be used in carrying out all City functions and the right to contract or subcontract any work or operations of the municipal services.

- K. To determine the size and composition of the City's work force, assign work to employees of the City in accordance with requirements determined by the City and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby and overtime, and other work assignments, except as otherwise limited by this agreement, or subsequent agreements.
- L. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith.
- M. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications, and to reallocate and reclassify employees in accordance with City Rules and Regulations.
- N. To determine the issues of public policy and the overall goals and objectives of the City and to take necessary action to achieve the goals and objectives of the City.
- O. To hire, transfer intra or inter Department / Division, promote, reduce in pay grade, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons in accordance with Department and / or City Rules, Regulations and Ordinances.
- P. To determine policies, procedures, and standards for recruiting, selecting, training and promoting employees.
- Q. To establish, implement, and / or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and standards of conduct, safety, health, and order, and to require compliance therewith.
- R. To maintain order and efficiency in City facilities and operation.
- S. To restrict the activity of an employee organization on City facilities except as set forth in this agreement and / or Federal or State law.
- T. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.

20. GRIEVANCE PROCEDURE

A. GRIEVANCE PROCEDURE

The Grievance Procedure affords employees a systematic means of obtaining consideration of concerns or problems, provides settlement as near as possible to the point of origin, and appeals are as informal as possible.

B. **MATTERS SUBJECT TO GRIEVANCE**

Any employee, and only an employee, may file a grievance regarding matters of alleged violation of these Rules, alleged improper treatment of an employee, or decisions affecting an employee's employment. However, disciplinary matters and / or matters previously appealed through the appropriate Memorandum of Agreement (MOA) grievance procedure, are not subject to this procedure.

C. **GRIEVANCE PROCEDURE**

Step One

An attempt must be made to adjust all grievances on an informal basis between the employee and the immediate supervisor.

Step Two

If the grievance is not satisfactorily adjusted within five (5) working days after the complaint has been voiced, the grievance may be submitted in writing by the employee to the employee's immediate supervisor within ten (10) working days after the occurrence of the incident. The supervisor must meet with the employee within five (5) working days after receipt of the grievance. The supervisor must deliver his / her answer in writing to the employee within five (5) working days after said meeting.

Step Three

If the grievance is not satisfactorily adjusted at the second step, the employee may submit in writing to the Department Manager within five (5) working days after the immediate supervisor's answer is received. The Department Manager must meet within five (5) days and subsequently deliver his / her answer in writing to the employee within five (5) working days after receipt.

Step Four

If the grievance is not satisfactorily adjusted at the third step, the employee may submit in writing to the City Manager within five (5) working days after the Department Manager's answer is received. The City Manager must deliver his / her answer in writing to the employee within fifteen (15) working days after receipt. The City Manager's determination is final.

Grievance appeals, and / or the circumstances or allegations which prompted them, are not subject to additional action under any other grievance or disciplinary appeal procedures.

D. **CONDUCT OF GRIEVANCE PROCEDURE**

- D.1 Time limits specified above may be extended by written mutual agreement of the employee and the reviewer concerned.
- D.2 The employee may request the assistance of another person of his / her own choosing in preparing and presenting his / her appeal to any level of review.
- D.3 The employee and his / her representative may be privileged to use a reasonable amount of work time as determined by the appropriate Department Manager or supervisor in conferring about and presenting the appeal.
- D.4 Employee is assured freedom from reprisal for using the grievance procedure.

APPENDIX 1

PASO ROBLES FIRE PLATOON DUTY PERSONNEL


SALARY RANGES 12/01/92- 9/30/93

	<u>MONTHLY SALARY</u>				
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIREFIGHTER Range 195	2259	2398	2546	2702	2868

Advancement from Step 1 to Step 2 is available following six (6) months of satisfactory service. Subsequent steps eligible annually thereafter; merit step adjustments 3 - 5 may be considered if a worker has performed "above average" or better for at least 12 consecutive months prior to merit step adjustment consideration.

December 11, 1992

I have read, understand and agree with the attached Memorandum of Agreement between the City of El Paso de Robles and the non-represented classification of Fire Platoon Duty Personnel.

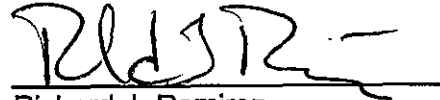


Kevin N. Taylor
Firefighter

City Approval:



Daniel P. Lemons
Firefighter



Richard J. Ramirez
City Manager