

Memorandum of Understanding  
between  
City of Oakland  
and  
International Association of Firefighters,  
Local 55



November 1, 2020– December 31, 2023

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE 1: GENERAL PROVISIONS .....	2
1.1 City - Union Relationship. ....	2
1.2 Discrimination Prohibited. ....	2
1.3 Dues Deduction. ....	2
1.4 Bulletin Board Space. ....	2
1.5 Union Security. ....	2
1.6 City Rights. ....	3
ARTICLE 2: DIRECT PAY FOR SERVICES .....	5
2.1 Condition Of Employment. ....	5
2.1.1 Condition Of Employment. ....	5
2.1.2 Firefighter/Paramedic Condition Of Employment. ....	5
2.1.3 Target Solutions. ....	6
2.2 Adjustments For Overpayments. ....	6
2.3 Court Ordered Salary Deductions. ....	7
2.4 Salary Steps. ....	7
2.4.1 From Step 1 to Step 2. ....	7
2.4.2 From Step 2 to Step 3. ....	7
2.4.3 From Step 3 to Step 4. ....	7
2.4.4 Additional Steps. ....	7
2.5 Holidays. ....	8
2.5.1 Designated Holidays. ....	8
2.5.2 Holiday In Lieu Pay. ....	8
2.5.3 Additional Holiday. ....	8
2.6 Uniform Allowance. ....	9
2.6.1 Initial Uniform Allowance. ....	9
2.6.2 Annual Uniform Allowance. ....	9
2.7 Workweek. ....	9
2.8 Premium Pay. ....	10
2.8.1 Emergency Call Back Pay. ....	10
2.8.2 Overtime Pay. ....	10

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
2.8.3	Certification Premiums..... 10
2.8.3.1	Hazardous Materials Pay..... 10
2.8.3.2	Technical Rescue Pay..... 11
2.8.3.3	Aircraft Rescue Firefighting Pay..... 11
2.8.3.4	Water Rescue Pay..... 12
2.8.4	Promoted Paramedic Support Program. .... 12
2.8.4.1	Maximum Number Of Unit Members..... 12
2.8.4.2	Unit Members May Volunteer For Promoted Paramedic Support Program. .... 12
2.8.4.3	Use of Promoted Paramedic Support Program Assignments. .... 13
2.8.4.4	Promoted Paramedic Support Assignments. .... 13
2.8.4.5	City’s Commitment. .... 13
2.8.4.6	Promoted Paramedic Support Pay..... 13
2.8.4.7	Condition Of Participation. .... 13
2.8.4.8	Withdrawal From Promoted Paramedic Support Program. .... 14
2.8.5	Bilingual Pay. .... 14
2.8.5.1	Certification..... 14
2.8.5.2	Arbitrability..... 15
2.8.6	Acting Higher Rank..... 15
2.8.7	Staff Assignments And Special Assignments. .... 15
2.8.7.1	Forty Hour Schedule. .... 15
2.8.7.2	Twenty-Four Hour Schedule..... 16
2.8.8	Standby Pay..... 16
2.8.9	Preceptor Pay..... 16
2.8.10	Mentor Pay. .... 16
2.9	Salary. .... 16
ARTICLE 3:	INSURANCE PROGRAMS..... 18
3.1	Flexible Spending Account..... 18
3.1.1	Cash Payment. .... 18

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
3.1.2 Contribution Toward DCAP Eligible Expenses.....	18
3.1.3 Health Insurance.....	18
3.1.4 Tax Liability For Flexible Spending Benefit.....	19
3.1.5 Retiree Medical Coverage .....	20
3.1.5.1 Retiree Medical Benefit Applicable to Existing Retirees (as of December 31, 2018) and Active Employees Hired on or Before December 31, 2018.....	20
3.1.5.2 Retiree Medical Benefit Applicable to Employees Hired After December 31, 2018. ....	21
3.2 Dental Insurance.....	23
3.3 Life Insurance.....	23
3.4 Deferred Compensation Plan.....	23
3.5 Dependent Care Assistance Program.....	23
3.6 Medical Care Assistance Program.....	23
3.7 Health Reimbursement Arrangement.....	24
ARTICLE 4: PERSONNEL PROVISIONS.....	25
4.0 Entrance Candidate Physical Ability Test.....	25
4.1 Probationary Periods.....	25
4.1.1 Entry Probationary Period.....	25
4.1.2 Promotional Probationary Period.....	25
4.2 Staffing.....	25
4.2.1 Term Of Agreement.....	26
4.2.2 Agreement Supersedes Prior Agreements.....	26
4.2.3 Definition Of Status Quo.....	26
4.2.4 Fire Suppression Staffing.....	26
4.2.5 Investigator (Arson) Staffing.....	28
4.2.6 Chief Officer Staffing.....	28
4.2.7 Firefighter/Paramedic Staffing.....	28



**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
4.2.8 Temporary Suspension of Minimum Staffing .....	28
4.3 Personnel File.....	29
4.4 Acting Higher Rank Assignment.....	29
4.4.1 AHR For Up To Maximum Period For AHR (A List).....	30
4.4.2 Appeals Of Denial Of Requests To Acting Higher Rank.....	31
4.4.3 Miscellaneous.....	32
4.4.4 Maximum Periods For AHR In Each Classification.....	32
4.4.5 Exceptions.....	33
4.5 Community Service.....	33
4.5.1 Public Relations Events.....	33
4.5.2 Labor-Management Committee Review.....	33
4.5.3 Voluntary Community Service.....	34
4.6 Transfer And Assignment.....	34
4.6.1 Change Of Assignment Request Program.....	34
4.6.1.1 Posting Vacancies.....	34
4.6.1.2 Unit Member Submission Of Transfer Requests.....	34
4.6.1.3 Posting Assignments.....	35
4.6.1.4 Effective Date Of Transfers.....	35
4.6.2 Filling Vacancies.....	35
4.6.3 Placing Firefighter Paramedics.....	35
4.6.4 Involuntary Assignment Change For City Needs.....	35
4.6.5 Six Month Period Between Requests.....	36
4.6.6 Assignment With No Requests Received.....	36
4.6.7 Request For Medical Or Disability Reasons.....	36
4.6.8 Transfers To Relief Assignments.....	36
4.6.9 TFN Assignments.....	36
4.7 Voluntary Demotion To Last Permanent Rank.....	37
4.7.1 Notice To Department.....	37
4.7.2 Vacancy.....	37
4.7.3 Sufficient Staffing.....	37

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
4.7.4 EMT Certification. ....	38
4.8 Promotional Procedures. ....	38
4.8.1 Promotional Examination Procedures. ....	38
4.8.1.1 Certification Of Eligibles To Fill Vacancies. ....	38
4.8.2 Effect On City's Personnel Rules. ....	39
4.8.3 Completion Timelines. ....	39
4.8.4 Announcements And Sign-Ups. ....	40
4.8.5 Information On Weights. ....	40
4.8.6 Examination Eligibility. ....	40
4.8.6.1 Firefighter/Paramedic. ....	41
4.8.6.2 Engineer. ....	41
4.8.6.3 Lieutenant. ....	41
4.8.6.4 Captain. ....	41
4.8.6.5 Battalion Chief. ....	42
4.8.6.6 Firefighter/Fireboat Operator And Firefighter/Fireboat Engineer. ....	42
4.8.6.7 Fire Investigator. ....	42
4.8.7 Driver Operator 1A and 1B Classes. ....	43
4.8.8 Impact Of Disciplinary Actions. ....	43
4.8.8.1 Demotions. ....	43
4.8.8.2 Last Chance Agreement. ....	43
4.8.8.3 Impact Of Other Discipline On Promotion. ....	43
4.8.9 Examination Weights. ....	43
4.8.10 Duration Of Eligibility Lists. ....	43
4.8.11 Reading Lists. ....	44
4.8.12 Composition Of Examination. ....	44
4.8.13 Assignment Of Assessors/Raters. ....	44
4.8.14 Acceptable Jurisdictions. ....	45
4.8.15 Objective Portion Of Examination. ....	45
4.8.16 Candidate Orientation Session Prior To Assessment Portion Of Examination. ....	45

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
4.8.17	Conduct Of Examination..... 46
4.8.17.1	Identification Numbers..... 46
4.8.17.2	Confidentiality Agreement..... 46
4.8.17.3	Setting Pass Points..... 46
4.8.18	Answer Sheets To Observer..... 46
4.8.19	Accuracy Of Scoring..... 47
4.8.20	Preserving Of Raters' Scores, Notes, And Audio Tapes..... 47
4.8.21	Examination Observer..... 47
4.8.21.1	Reporting Perceived Irregularities..... 48
4.8.21.2	Observer Behavior And Standards..... 48
4.8.22	Examination Observer Selection..... 49
4.8.23	Position Filled And Vacant..... 49
4.9	Training Company..... 49
4.9.1	Assignment To Training Company..... 49
4.9.2	Single Company..... 50
4.9.3	Training Premium Pay..... 50
4.9.4	Working Cooperatively..... 50
4.10	Fireboat (Station 2) And Airport..... 50
4.10.1	Maintenance Duties..... 50
4.10.2	Change Maintenance Of Fireboat, Reopen Station 2, Add Paramedic At Airport..... 51
ARTICLE 5:	HEALTH AND FITNESS FOR DUTY..... 52
5.1	On-Duty Physical Fitness Periods..... 52
5.2	Health Assistance Programs..... 52
5.2.1	Counseling..... 52
5.2.2	Physical Examinations..... 52
5.2.3	Substance Abuse Treatment Program..... 52
5.2.4	Hepatitis B Inoculation..... 53
5.2.5	Personal Exposure Record..... 53

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
5.3 Physical Examination Services.....	53
5.4 Scheduling Physical Exams.....	55
5.5 Chemical Dependency Prevention Program.....	55
5.5.1 Chemical Dependency Awareness Training.....	56
5.5.2 Chemical Dependency Testing.....	56
5.5.3 Chemical Dependency Prevention Aftercare.....	59
5.5.4 Indemnification.....	59
5.6 Fitness For Duty Testing Exams.....	60
ARTICLE 6: LEAVES OF ABSENCE.....	61
6.1 Sick Leave Accrual And Use.....	61
6.1.1 Annual Earned Sick Leave.....	61
6.1.2 Accumulated Earned Sick Leave.....	61
6.1.3 Use Of Sick Leave.....	61
6.1.4 Retirement Credit For Unused Accumulated Sick Leave.....	61
6.2 Injury And Illness Procedures.....	61
6.2.1 Definitions.....	61
6.2.2 Reporting.....	62
6.2.2.1 Industrial Injuries And Illnesses.....	62
6.2.2.2 Non-Industrial Injuries And Illnesses.....	63
6.2.2.3 Bargaining Unit Member Responsibilities Regarding Reporting.....	63
6.2.2.4 Bargaining Unit Member Responsibilities Related To Returning To Work After An Industrial Injury.....	65
6.2.2.5 Battalion Chief Responsibilities Regarding Industrial Injuries.....	66
6.2.2.6 Administrative Responsibilities Regarding Industrial Injuries And Illnesses.....	67
6.2.3 Non-Industrial Injury Or Illness Procedures.6.....	67
6.2.3.1 Bargaining Unit Member Responsibilities Regarding Non-Industrial Injuries Or Illnesses.....	67
6.2.3.2 Battalion Chief Responsibilities Regarding Non-Industrial Injuries And Illnesses.....	69

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
6.3	Pregnancy Leave And Work During Pregnancy..... 70
6.3.1	Pregnancy Disability Leave..... 70
6.3.2	Approval of Leave Requests. .... 70
6.3.3	Transfer To Non-Hazardous Duty..... 70
6.3.4	Continuation In Non-Hazardous Duty Assignment. .... 71
6.3.5	Rights Retained By Unit Members On Pregnancy Disability Leave. .... 71
6.3.5.1	Station Bidding..... 71
6.3.5.2	Participation In Training And Promotional Exams. .... 71
6.3.5.3	Use Of Accrued Paid Leave. .... 72
6.3.6	Return To Work..... 72
6.3.7	Probationary Unit Member. .... 72
6.4	Family Medical Leave Act/California Family Rights Act..... 72
6.5	Use Of Accrued Paid Leave..... 73
6.6	Unpaid Leave Of Absence After Exhaustion Of Other Leaves..... 73
6.7	Donation Of Vacation Pay To Seriously Ill And Financially Needy City Employees..... 73
6.8	Family Death Leave..... 74
6.8.1	Definition Of Immediate Family..... 74
6.8.2	Special Circumstances..... 74
6.9	Union Business Leave..... 74
6.10	Transitional Work. .... 75
6.10.1	Definitions. .... 75
6.10.2	Limitations..... 76
6.10.3	Use Of Sick Or Vacation Hours. .... 77
6.10.4	Transitional Duty Assignments. .... 77
6.10.5	Procedures. .... 78
6.11	Vacation Leave. .... 79
6.11.1	Eligibility For Earned Vacation Shifts. .... 79
6.11.2	Scheduling Vacation..... 80
6.11.3	Employees Assigned To A Forty Hour Work Week..... 80

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
6.11.5 Separation From City Service. ....	81
6.12 Military Leave.....	81
6.12.1 Paid Military Leave. ....	81
6.12.1.1 Eligibility For Paid Military Leave. ....	81
6.12.1.2 National Guard Service. ....	81
6.12.1.3 Military Pay. ....	81
6.12.1.4 Unscheduled Reserve Drill Periods.....	81
6.12.1.5 City Council Resolution 77044. ....	81
6.12.1.6 Promotional Examinations. ....	82
6.12.2 Unpaid Military Leave. ....	82
6.12.3 Reemployment.....	82
6.12.4 Benefits.....	83
6.12.5 Probationary Unit Members. ....	83
6.12.6 Procedures. ....	83
ARTICLE 7: SAFETY AND PROTECTIVE CLOTHING.....	86
7.1 Personal Protective Equipment. ....	86
7.2 City Responsibilities. ....	86
7.3 Full Turnouts.....	86
7.4 Safety And Health Committee. ....	86
ARTICLE 8: RETIREMENT .....	88
8.1 Police And Fire Retirement System.....	88
8.2 History Of City’s Contract With California Public Employees' Retirement System (CalPERS).....	88
8.3 City’s Three Tier Pension Plans For Active Unit Members. ....	88
8.4 Tier One: Enhanced Safety 3% @ 50 Retirement Program – Unit Members Hired Before July 1, 2011.....	88
8.4.1 3% @ 50 Pension Formula.....	88
8.4.2 Final Compensation Based On Twelve Month Period. ....	88
8.4.3 Required Bargaining Unit Member Contribution.....	88

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
8.5 Tier Two: Safety 3% @ 55 Retirement Program-Unit Members Hired On Or After July 1, 2011. ....	89
8.5.1 3% @ 55 Pension Formula. ....	89
8.5.2 Final Compensation Based On Thirty-Six Months. ....	89
8.5.3 Required Bargaining Unit Member Contribution.....	89
8.6 Tier Three: New Retirement Tier For Safety Bargaining Unit Members Hired On Or After January 1, 2013. ....	90
8.6.1 2% @ 50 – 2.7% @ 57 Pension Formula. ....	90
8.6.2 Final Compensation Based On Three Year Average. ....	90
8.6.3 Required Unit Member Contribution. ....	90
8.7 PERS Optional Benefits.....	91
8.7.1 Military Service Credit. ....	91
8.7.2 Post-Retirement Survivor Allowance.....	91
8.7.3 Post-Retirement Survivor Allowance To Continue After Remarriage. ....	91
8.7.4 Third Level Of 1959 Survivor Benefits.....	91
8.7.5 Credit for Unused Sick Leave. ....	91
8.7.6 Service Credit For Prior Federal Or State Firefighting. ....	91
8.8 Implementation Of Internal Revenue Code Section 414(h)(2). ....	92
8.9 Definition Of Status Quo Ante. ....	92
ARTICLE 9: GRIEVANCE PROCEDURE.....	93
9.1 Definition. ....	93
9.2 Confidentiality And Privacy Rights.....	93
9.2.1 Meetings And Hearing. ....	93
9.2.2 Release Of Arbitration Award.....	93

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
9.3 Procedure.....	93
9.4 Time Limits.....	96
9.5 Consolidation.....	96
9.6 Consolidated Grievance And Interest Arbitration.....	96
9.7 Immediate Dispute Resolution.....	96
9.8 Application Of The Firefighters Procedural Bill Of Rights, Government Code Section 3250, et seq.....	97
9.8.1 Superior Courts’ Initial Jurisdiction.....	97
9.8.2 Firefighter Definitions.....	97
9.8.3 Grievance Definition.....	97
9.8.4 Administrative Appeal.....	97
9.8.5 Unit Member Representation.....	98
9.8.6 Notice of Potential Disciplinary Issues.....	98
9.8.7 Arbitrability.....	98
ARTICLE 10: SPECIAL PROVISIONS.....	99
10.1 Recall To Duty/Responding To Emergencies.....	99
10.2 Firefighter/Paramedic Meetings.....	99
10.3 Side Letters.....	99
10.4 “Alpha” And 5150 Calls.....	99
10.5 Duty To Defend.....	99
ARTICLE 11: COMPLETION OF NEGOTIATIONS.....	100
11.1 Full Understanding.....	100
11.2 Existing Benefits.....	100
11.3 Waiver.....	100
11.4 Modification.....	100
ARTICLE 12: SAVINGS CLAUSE.....	101
ARTICLE 13: TERM OF AGREEMENT.....	102
APPENDIX A BARGAINING NOTES ON 2001 SALARY SURVEY RESULTS.....	104
APPENDIX B CIVIL SERVICE BOARD HEARING OFFICER AGREEMENT.....	106



**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
APPENDIX C DEPARTMENT FAX NUMBERS.....	109
APPENDIX D TRANSITIONAL WORK AGREEMENT.....	110
APPENDIX E MARINE ENGINEER FIREBOAT DAILY CHECKLIST.....	111
APPENDIX F LAST CHANCE AGREEMENT.....	112
APPENDIX G ESSENTIAL JOB FUNCTION ASSESSMENT.....	115
APPENDIX H SALARY SCHEDULE.....	167

**PREAMBLE**

We the undersigned, duly appointed representatives of the City of Oakland (“City”) and of the International Association of Firefighters, Local 55 (“Union”), a recognized employee organization, having met and conferred in good faith in accordance with the Meyers-Miliias-Brown Act, and having agreed on certain recommendations to be submitted to the City Council of the City of Oakland, jointly prepare and execute the following written Memorandum of Understanding.

**ARTICLE 1: GENERAL PROVISIONS**

**1.1 City - Union Relationship.**

City and Union hereby restate their joint commitment to the achievement and maintenance of a relationship built on open communication, which fosters the equitable resolution of the concerns of each party regarding wages, hours, and other terms and conditions of employment. The City recognizes Union as the exclusive representative of employees in bargaining Unit FQ1.

**1.2 Discrimination Prohibited.**

City and Union agree that they shall not discriminate within the meaning of the law.

**1.3 Dues Deduction.**

City shall deduct the amount of Union regular and periodic dues, special assessments, and insurance premiums as may be specified by the Union. Said deduction, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union Offices.

**1.4 Bulletin Board Space.**

City shall provide reasonable space on bulletin boards for official Union notices of a non-controversial nature at each central work area, provided that such notices are approved for posting by the Fire Chief or his designated representative.

**1.5 Union Security.**

**1.5.1 Dues Deduction Authorization.**

Any bargaining unit member may at any time execute a payroll deduction authorization form as furnished by the Union (“Deduction Authorization Form”).

The Union will provide the City with a certification that it has and will maintain an Deduction Authorization Form, signed by the individual from whose salary or wages the deduction or reduction is to be made (“Certification”).

**1.5.2 City’s Obligation.**

The City shall begin deductions in the amount prescribed by the Union (including any Union dues, fees or assessments permitted by law) in the first full payroll period after receipt of written Certification from Union.

**1.5.3 Revocation of Authorization.**

Deductions may be revoked only pursuant to the terms of the employee’s written authorization. The City shall direct employee requests to cancel or change

deductions to the Union and shall rely on information provided by the Union regarding whether deductions for an employee organization were properly canceled or changed.

**1.5.4 Indemnification.**

Consistent with state law, the Union shall defend, indemnify, and hold the City and its officers and employees harmless from/for (a) any and all claims, demands, suits, or any other action arising from any third party, including employees, for deductions made in reliance on Union's Certification regarding a dues deduction authorization and (b) any claims made by an employee for deductions made in reliance on information provided by Union regarding changes or cancellations to the deduction authorization.

**1.5.5 New Employee Orientation.**

The Union will be allowed representatives at all City Fire Department employee orientations where new employees represented by the Union will be attending, consistent with Government Code Sections 3550-3559. The Union representatives shall be allowed at least thirty (30) minutes to make a presentation and answer questions from employees in classifications represented by the Union. The Union may present packets to represented employees at the orientation. The City will use its best efforts to notify the Union thirty (30) days in advance of such orientation sessions.

Except as otherwise provided in this section, and in accordance with S.B. 866 (2018) and A.B. 119 (2017), each quarter of the year (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>), the City shall provide a report with the following information (to the extent that the information is in the City's possession): a written statement of the employee name, job title or classification, bureau, work location, work, home, and personal cellular telephone contact numbers in Telestaff, personal email addresses on file with the City, and home address of all employees in the bargaining unit and the amounts deducted, including accumulated total annual amounts deducted per employee.

**1.6 City Rights.**

Neither the City nor the Union concede or relinquish its rights under Charter Section 910.

The City retains and reserves all the rights, power, authority, duty, responsibility, and obligations conferred on and vested in it by its Charter and by the laws and Constitutions of the State of California and the United States of America. The City reserves its right to determine matters outside the scope of representation. The City reserves its right to propose changes in wages, hours, and other terms and conditions of employment not covered by this Agreement, in accordance with the provisions of Charter Section 910.

Except as limited by Charter Section 910 and by the specific provisions of this Agreement, the City retains all rights, powers, and authority granted to it by law or the Charter, including, but not limited to, the exclusive right to determine the merits, necessity, and organization of any service or activity the City may now or hereafter provide; to determine the City's mission and the missions of its constituent departments, commissions, boards, and employees and to assign work to, direct, and schedule employees; to set standards of service; to determine the methods, means, and personnel by which the City will conduct its operations; to finance City operations and to determine financing methods; to establish and enforce reasonable dress and grooming standards and to determine the style or type of City-issued apparel, equipment, and technology; and to take all actions necessary to carry out its mission and these reserved rights.

## **ARTICLE 2: DIRECT PAY FOR SERVICES**

### **2.1 Condition Of Employment.**

#### **2.1.1 Condition Of Employment.**

As a condition of employment, bargaining unit members shall obtain and maintain either through the Fire Department's on duty training or through unit member selected training programs a valid EMT-B Emergency Medical Technician Certificate that meets the standards of the California Emergency Medical Services Authority and the National Registry of Medical Technicians. If a unit member is offered, in timely manner, the Fire Department on-duty training, but instead opts to obtain EMT-B training through a training program instead of through the Fire Department's on-duty training, the City shall have no obligation to reimburse the unit member for training fees or pay the unit member for the time spent in the training. In addition, bargaining unit members shall comply with any Fire Department continuing education mandates.

In addition, and as a condition of employment, bargaining unit members shall obtain and maintain, through the Fire Department's on duty training, the California Department of Motor Vehicle mandated firefighter endorsement and the driver's license appropriate for the size and configuration of the firefighting equipment operated.

#### **2.1.2 Firefighter/Paramedic Condition Of Employment.**

As a condition of employment, Firefighter/Paramedic unit members shall obtain and maintain (a) a valid EMT-P (paramedic) license/certificate that meets the standards of the California Emergency Medical Services Authority certification and (b) the performance standards established by the Alameda County EMS District, and (c) shall comply with any Fire Department continuing education mandates. In addition, each Firefighter/Paramedic unit member shall comply with all regulations implementing Sections 1797.62 et seq. of the Health and Safety Code.

Although neither the City nor the Union is a party to the Master Contract Between the Alameda County Emergency Medical Services District (EMSD) and the Alameda County Medical Center (ACMC), the Department and each Firefighter/Paramedic shall comply with the terms of the Master Contract and related California law.

At no cost to the Firefighter/Paramedic unit member, the Department shall offer the required coursework, provide the required textbooks, and administer the mandated testing during the regularly scheduled shift. If the Department is unable to offer a required course, the Department shall contract with another public or private agency to provide the required courses. Time spent in this training shall be paid time worked.

Each bargaining unit member shall pay the license renewal fee. When the unit member submits a copy of the cancelled check or proof of payment along with the license, the City shall reimburse the unit member for the full cost of the license renewal fee.

The Department shall give the Union copies of any changes to legal and regulatory standards for controlled substances procedures. Both the Union and the City acknowledge that the Firefighter/Paramedic Program must meet the requirements specified in California laws and regulations, and the Program may be revised as mandated by California law or other applicable regulations.

### **2.1.3 Target Solutions.**

Each unit member remains solely responsible for obtaining and maintaining the appropriate certificate, license, and mandated continuing course work on file with the City. Each unit member remains responsible for submitting a current validated copy of the unit member's certificate and/or license, and/or evidence of completed course work to the Emergency Medical Service Division of the Fire Department. Unit members will be permitted to use Target Solutions or a similar program to enter and track the expiration and due dates for licenses and certificates, including medical health questionnaires, driver's license (with firefighter endorsement), EMT-1 certification, and EMT-P licensure.

The Department will perform the initial input of information into the program. Unit members will be responsible for maintaining the information thereafter.

In the event a unit member violates either the standards of the California Emergency Medical Services Authority and/or the performance standards established by the Alameda County EMS Agency, or if the unit member's license expires, the City may proceed with discipline as long as the City provides the rights described in Section 9.8.

## **2.2 Adjustments For Overpayments.**

In the event the City overpays a unit member, regardless of fault, the City shall recover the overpayment.

In the event a unit member receives a wage overpayment, the City shall give the unit member a written notice. The City's notice will advise the unit member of the amount of the overpayment and request that the unit member either reimburse the City for the full amount of the overpayment or consent to the deduction of the overpayment from the unit member's paychecks. The City's notice shall also advise the unit member of the right not to consent, provided, however, the City may pursue appropriate legal action. In the event a bargaining unit member consents to payroll deductions, the City shall recoup the overpayment by deducting from that bargaining unit member's regular pay check, either the full amount of the overpayment or ten percent (10%) of the bargaining unit member's gross salary, whichever is less, and continue such deductions for as many consecutive pay periods as is necessary until full overpayment is recouped.

### **2.3 Court Ordered Salary Deductions.**

If the City is ordered by a court of competent jurisdiction to garnish the wages of any bargaining unit member or if a court of competent jurisdiction orders the City to make payroll deductions from the wages of the bargaining unit member in favor of the City or a third party, the City shall assess and collect against the bargaining unit member's regular salary \$5.00 per deduction per pay period to compensate the City for the costs of making such court-mandated payroll adjustments.

### **2.4 Salary Steps.**

Bargaining unit members shall advance on the Firefighter salary schedule as follows:

#### **2.4.1 From Step 1 to Step 2.**

To move from Step 1 to Step 2 at the beginning of the seventh month after appointment to the Firefighter classification, a bargaining unit member must be in active service for six (6) months, receive a satisfactory performance appraisal, and pass the Training Division phase check.

#### **2.4.2 From Step 2 to Step 3.**

To move from Step 2 to Step 3 at the beginning of the thirteenth (13) month after appointment to the Firefighter classification, a bargaining unit member must be in active service for twelve (12) months, receive a satisfactory performance appraisal, and pass the Training Division phase check.

#### **2.4.3 From Step 3 to Step 4.**

To move from Step 3 to Step 4 at the beginning of the nineteenth (19) month after appointment to the Firefighter classification, a bargaining unit member must be in active service for eighteen (18) months, receive a satisfactory performance appraisal. Step 4 is equal to a first year Firefighter.

#### **2.4.4 Additional Steps.**

A bargaining unit member shall advance through the remaining steps on the basis of one year's satisfactory service. This will be evidenced by a satisfactory performance appraisal, in such classification without having received a step increase in salary during said year. A salary step increase for a bargaining unit member who is entitled to such increase shall be effective one year from his/her most recent step increase.



## **2.5 Holidays.**

### **2.5.1 Designated Holidays.**

The following days of each year are designated as holidays:

- January 1st.
- The third Monday in January, known as "Martin Luther King Day."
- February 12th, known as "Lincoln Day."
- The third Monday in February, known as "Presidents' Day."
- The last Monday in May.
- July 4th.
- The first Monday in September.
- September 9th, known as "Admission Day."
- November 11th, known as "Veterans' Day."
- The Thursday in November appointed as "Thanksgiving Day."
- December 25th.
- Two (2) floating holidays.

### **2.5.2 Holiday In Lieu Pay.**

In lieu of observing holidays, bargaining unit members shall receive in lieu compensation for holidays without regard for when holidays occur or whether the unit member actually works on a holiday. In lieu holiday compensation shall be paid to 24 hour shift unit members at the rate of 6.27 hours per pay period and to 40 hour per week unit members at the rate of 4.82 hours per pay period. This in-lieu holiday pay meets the definition of special compensation defined in Cal. Code of Regs., Title 2, Section 571, and shall be incorporated into the unit member's compensation reported to CalPERS for retirement purposes. In the event PERS modifies its regulation, the parties agree to meet and negotiate to amend the language of Section 2.6.2.

### **2.5.3 Additional Holiday.**

If and when the City declares an additional holiday, in lieu holiday compensation shall be paid to 24 hour shift employees at the rate of 6.75 hours per pay period and to 40 hour per week employees at the rate of 5.19 hours per pay period.

## **2.6 Uniform Allowance.**

### **2.6.1 Initial Uniform Allowance.**

City agrees to provide to a bargaining unit member covered by this Memorandum at the time of employment, an initial uniform allowance of \$100.

At the time of initial appointment, City will also provide bargaining unit members covered by this Memorandum with a Class A uniform.

### **2.6.2 Annual Uniform Allowance.**

The City shall add an annual uniform allowance of \$708.00 to the first full pay period in July 2021 for each bargaining unit member covered by this Memorandum who has completed his/her first full fiscal year of employment.

The City shall add an annual uniform allowance of \$722.00 to the first full pay period in July 2022 for each bargaining unit member covered by this Memorandum who has completed his/her first full fiscal year of employment.

The City shall add an annual uniform allowance of \$743.00 to the first full pay period in July 2023 for each bargaining unit member covered by this Memorandum who has completed his/her first full fiscal year of employment.

Bargaining unit members who have not completed their first full fiscal year of employment as of the first full pay period in July shall have their uniform allowance prorated. (For example, a bargaining unit member hired on January 1 will receive 50% of the uniform allowance. Similarly, a bargaining unit member hired on April 1 will receive 25% of the uniform allowance.)

In the event that a bargaining unit member separates from City service, for whatever cause (except in the case of death resulting from on-the-job injury), during the fiscal year for which the annual uniform allowance has been paid, the bargaining unit member's final paycheck shall be adjusted on a pro rata basis in relationship to the period of service in the final fiscal year of employment.

Annual Uniform Allowance shall be reported to CalPERS as Special Compensation for unit members to the extent permitted by the Government Code and the Code of Regulations.

## **2.7 Workweek.**

Bargaining unit members assigned to the fire suppression line shall work an average of 52-hours per work week on a six week cycle.

## **2.8 Premium Pay.**

### **2.8.1 Emergency Call Back Pay.**

The City shall pay a unit FQ1 Fire Suppression Command Officer, including the Department Safety Officer and Public Information Officer, who is relieved from duty and subsequently called back to duty, a minimum of four (4) hours of pay at the overtime rate for each such emergency call back. Time worked shall be calculated from the time the unit member is notified by the City and shall terminate when the unit member is relieved from duty. In no event shall the City pay more than twenty-four (24) hours of overtime during each 24-hour period of time.

### **2.8.2 Overtime Pay.**

Fire Department personnel shall be paid time and one-half for all hours worked in excess of their standard workweek.

**2.8.2.1** Overtime is defined as all hours assigned and worked in excess of regularly scheduled hours.

**2.8.2.2** Overtime shall not include hours worked as a result of voluntary trading of shifts between members of the Department

**2.8.2.3** A unit member regularly assigned to a 40 hour work week who works overtime in a 24-hour fire suppression line position shall be compensated for the overtime at the applicable 24-hour suppression line assignment workweek overtime hourly rate.

**2.8.2.4** For purposes of FLSA Overtime, shift employees have a 27-day work period pursuant to the 7k exemption. The FLSA overtime rate shall be calculated based on the regular rate of pay under the Act.

#### **2.8.2.5 Mutual Aid/Strike Team**

Members returning from a mutual aid/strike team deployment of at least two days' duration will be permitted to take the remainder of the shift off on the day they return to Oakland from such assignment.

If the City is entitled to reimbursement for the time off, there will be no deduction from the member's leave banks. Otherwise, the member may use vacation leave to cover the remainder of the shift.

### **2.8.3 Certification Premiums.**

**2.8.3.1 Hazardous Materials Pay.** A bargaining unit member who has completed a Fire Department approved hazardous materials certification program and who, thereafter, maintains current such certification and is permanently

assigned or temporarily assigned to Station 3 shall receive six percent (6%) in addition to his/her regular base rate of pay.

**2.8.3.1.1** If a member accepts a temporary or TFN assignment at another location, the member shall not receive the Hazardous Materials Pay premium while serving in the temporary or TFN assignment.

**2.8.3.1.2** A bargaining unit member who has completed a Fire Department approved hazardous materials certification program and who, thereafter, maintains current such certification and is temporarily assigned to Station 3 by virtue of classified relief, temporary detail, numbered day relief or vacation relief shall receive six percent (6.0%) in addition to their regular base rate of pay while assigned to Station 3.

**2.8.3.2 Technical Rescue Pay.** A bargaining unit member who has completed a Fire Department approved Technical Rescue Certification program and who, thereafter, maintains current such certification and is permanently assigned or temporarily assigned to Station 1 shall receive six percent (6%) in addition to his/her regular base rate of pay.

**2.8.3.2.1** If a member accepts a temporary or TFN assignment at another location, the member shall not receive the Technical Rescue Pay premium while serving in the temporary or TFN assignment.

**2.8.3.2.2** A bargaining unit member who has completed a Fire Department approved Technical Rescue Certification program and who, thereafter, maintains current such certification and is temporarily assigned to Station 1 by virtue of classified relief, temporary detail, numbered day relief or vacation relief shall receive six percent (6.0%) in addition to their regular base rate of pay-while assigned to Station 1.

**2.8.3.3 Aircraft Rescue Firefighting Pay.** (Effective first full pay period in January 2021) A bargaining unit member who has completed a Fire Department approved Aircraft Rescue Firefighting Certification program and who maintains current such certification and is permanently or temporarily assigned to Station 22 shall receive two percent (2%) in addition to their regular base rate of pay.

**2.8.3.3.1** However, if a member accepts a temporary or TFN assignment at another location, the member shall not receive the Aircraft Rescue Firefighting Pay premium while serving in the temporary or TFN assignment.

**2.8.3.3.2** A bargaining unit member who has completed a Fire Department approved Aircraft Rescue Firefighting Certification Program and who, thereafter, maintains current such certification and is temporarily assigned to Station 22 by virtue of classified relief, temporary detail, numbered day relief or vacation

relief shall receive two percent (2.0%) in addition to his/her regular base rate of pay while assigned to Station 22.

**2.8.3.4 Water Rescue Pay.** (Effective the first full pay period in January 2021.) A bargaining unit member who has completed a Fire Department approved water rescue certification program and who, thereafter, maintains current such certification and is permanently assigned or temporarily assigned to the department identified water rescue station shall receive six percent (6%) in addition to his/her regular base rate of pay.

**2.8.3.4.1** If a member accepts a temporary or TFN assignment at another location, the member shall not receive the Water Rescue Pay premium while serving in the temporary position..

**2.8.3.4.2** A bargaining unit member who has completed a Fire Department approved Water Rescue Certification program and who, thereafter, maintains current such certification and is temporarily assigned to the department identified water rescue station by virtue of classified relief, temporary detail, numbered day relief or vacation relief shall receive six percent (6%) in addition to his/her regular base rate of pay-while assigned to the water rescue station.

#### **2.8.4 Promoted Paramedic Support Program.**

The Promoted Paramedic Support Program shall apply to all companies currently rolled out to provide ALS service.

This Promoted Paramedic Support Program is intended to provide enhanced ALS service by supplementing the Firefighter/Paramedic position with extra licensed paramedics in support. This Promoted Paramedic Support Program is not intended to substitute members of the Promoted Paramedic Support Program for the purpose of rolling out additional ALS companies. Additionally, the Promoted Paramedic Support Program will help reduce mandatory overtime in the Firefighter/Paramedic rank by providing a pool of paramedics in higher ranks that are eligible to work overtime in the Firefighter/Paramedic rank.

##### **2.8.4.1 Maximum Number Of Unit Members.**

Depending on paramedic staffing needs, the number of unit members assigned to the Promoted Paramedic Support Program shall not exceed 36 with a maximum of 12 regularly assigned per shift (A, B, C schedule).

##### **2.8.4.2 Unit Members May Volunteer For Promoted Paramedic Support Program.**

Promoted unit members up to the rank of Captain of Fire may volunteer for assignment to the Promoted Paramedic Support Program when openings are available. A promoted unit member assigned to the Promoted Paramedic

Support Program may practice as the primary ALS provider for up to eight (8) hours during times when regularly assigned Firefighter/Paramedics are unavailable. The parties agree to waive “rank for rank” within the “affected” company under the circumstances described in this section.

**2.8.4.3 Use of Promoted Paramedic Support Program Assignments.**

With the exception of voluntary overtime assignments, the use of Paramedic Support Program members, while on regular duty, is limited to the backfill of Firefighter/Paramedic positions for the purpose of maintaining ALS capability on an apparatus. Paramedic Support Program members activated to fill a position may be reassigned to a different station/apparatus for the duration of that activation.

**2.8.4.4 Promoted Paramedic Support Assignments.**

Promoted Paramedic Support assignments are assigned by seniority and in rotation so that work is equitably allocated. An eight hour activation of a Paramedic Support Program member will count as one of the four 8 hour details allowed per the MOU. When activated, Paramedic Support Program members may only work as a paramedic (no “dual role”). Other than for overtime, Paramedic Support Program members will not be used for 24 hour increments.

**2.8.4.5 City’s Commitment.**

The City agrees to hire the budgeted number of Firefighter/Paramedic slots using reasonable efforts. The City agrees there will be no impact/impediment to a Paramedic Support Program member’s ability to transfer station/shift assignments. Each shift (A, B, C) shall have a dedicated number of Paramedic Support Program slots available. Volunteer transfer of station/shift assignment may not guarantee continued participation in the Promoted Paramedic Support Program.

**2.8.4.6 Promoted Paramedic Support Pay.**

Each unit member assigned to the Promoted Paramedic Support Program shall be paid a flat dollar amount equal to four percent (4.0%) above the top step Firefighter's regular base rate of pay for any period the unit member is participating in the Promoted Paramedic Support Program. Promoted Paramedic Support pay shall be incorporated into the unit member's compensation reported to CalPERS.

**2.8.4.7 Condition Of Participation.**

As a condition of participation in the Promoted Paramedic Support Program, unit members shall meet the standards established in Section 2.1.2. For unit members assigned to the Promoted Paramedic Support

Program, the City shall provide the courtesy notice described in Section 2.1.3 and license renewal assistance/on duty training described in Section 2.1.2.

#### **2.8.4.8 Withdrawal From Promoted Paramedic Support Program.**

A promoted unit member who volunteers for and is assigned to the Promoted Paramedic Support Program may withdraw from the program by giving the Fire Chief or designee at least fourteen (14) days written notice.

#### **2.8.5 Bilingual Pay.**

To overcome language barriers and to provide citizens equal access for fire emergency services, the City and Local 55 encourage unit members to use City designated languages during contact with the public. For the purpose of bilingual premium pay, the Fire Chief shall designate at least five non-English languages. In addition, the Fire Chief may designate other non-English languages. To be eligible for bilingual pay, a unit member must be certified and must provide bilingual service as required.

##### **2.8.5.1 Certification.**

A unit member with the ability to communicate with the public effectively in a City or Department designated second language or languages, including sign language, may request Level I Certification.

Unit members certified under the Level I city certification shall be paid \$50 per pay period in addition to his/her base rate of pay.

The testing procedures for Level I Certification are as follows:

- Unit members will be tested through a computerized testing procedure. There will be a “driver” available to operate the computer for the test-taker, if the test-taker so chooses. The test taker will be informed of this option by letter and at the time he/she takes the test.
- The test is scored on a pass/fail basis.
- A unit member who passes will be certified for the term of their employment. However, the Department may decertify a unit member if the unit member’s duties no longer require bilingual service or the unit member fails to provide bilingual services. The Department shall give the unit member 30 calendar days notice prior to decertifying the unit member.
- A unit member who fails the test is eligible to retake the exam after six (6) months subject to his/her department recommendation.

There is no limit on the number of times a unit member may take the test, subject to department approval.

- A unit member who contests a fail grade will have his/her exam reviewed by a 2nd reviewer. If the 2nd review results in a pass grade, this triggers a 3rd review to break the tie.
- The bilingual computer administered test will be 30 minutes.
- There will not be any penalty (points deducted) for listening to Section 5 of the bilingual computer administered test up to five (5) times.

#### **2.8.5.2 Arbitrability.**

Neither the Department's nor the Director of Personnel Resources Management's substantive evaluation of a unit member's knowledge of and skills in a designated second language shall be subject to the grievance procedure or review by the Civil Service Board or an arbitrator.

#### **2.8.6 Acting Higher Rank.**

A bargaining unit member may be assigned to work out-of-class to an acting position in a higher rank. If the bargaining unit member acts in a higher rank or works out-of-class for four (4) hours or less, the bargaining unit member shall not be entitled to out-of-class compensation. If the bargaining unit member performs the out-of-class assignment for longer than four (4) hours, the bargaining unit member shall be paid at the acting or out-of-class hourly rate of pay for the entire period of the out-of-class assignment.

#### **2.8.7 Staff Assignments And Special Assignments.**

##### **2.8.7.1 Forty Hour Schedule.**

The Chief may assign members to a 40-hour Staff Assignment. Such assignments will normally be filled through an announcement and application process. A bargaining unit member assigned to and serving in a staff assignment with 40 hour work week shall be paid ten percent (10%) in addition to the unit member's regular base rate of pay. An assignment will only qualify for Staff Assignment Pay if the assignment is identified in writing as a Staff Assignment which qualifies for Staff Assignment Pay (e.g., light duty or other temporary 40-hour assignments which are not identified in writing as Staff Assignments will not receive Staff Assignment pay).



### **2.8.7.2 Twenty-Four Hour Schedule.**

The Fire Chief may assign a Training Company to perform special assignments at or for the training division during the 24 hour day. For all hours the bargaining unit member performs the special assignment, the bargaining unit member shall be paid two and one-half percent (2.5%) in addition to the bargaining unit member's regular base rate of pay.

### **2.8.8 Standby Pay.**

**2.8.8.1** The Safety Officer and Assistant Fire Marshal Sworn will be paid \$1.00 for each hour on standby duty up to a maximum of 24 hours per day.

**2.8.8.2** Any other bargaining unit member given a written assignment for standby duty shall be paid at the current minimum wage for the City of Oakland for each hour on standby duty up to a maximum of 24 hours per day.

**2.8.8.3** In the event the bargaining unit member is called out to work during the standby period, the standby pay for that calendar day shall be reduced by the amount of overtime compensation paid for the call out work.

### **2.8.9 Preceptor Pay.**

Preceptors shall be paid \$200 for each full shift that they precept. The \$200 shall be prorated if a preceptor precepts less than a full shift.

### **2.8.10 Mentor Pay.**

For all hours a bargaining unit member performs mentor duties, the bargaining unit member shall be paid two and one-half percent (2.5%) in addition to the bargaining unit member's regular base rate of pay.

## **2.9 Salary.**

### **2.9.1 Wage Increases.**

Wages for represented unit members covered by this Agreement shall be increased by the following:

- Two and one half percent (2.5%) effective the first full pay period following January 1, 2021. To be eligible, a unit member must be a current employee on January 1, 2021;
- One and one half percent (1.5%) effective the first full pay period following July 1, 2021. To be eligible, a unit member must be a current employee on July 1, 2021;
- Two percent (2%) effective the first full pay period following January 1, 2022. To be eligible, a unit member must be a current employee on January 1, 2022;

- One percent (1.0%) effective the first full pay period following July 1, 2022. To be eligible, a unit member must be a current employee on July 1, 2022; and
- Two percent (2.0%) effective the first full pay period in December 2023. To be eligible, a unit member must be a current employee on December 1, 2023.

Equity Adjustment for Engineer of Fire: The City shall increase the pay of Engineer of Fire by two percent (2%). The wage increase shall become effective the first full pay period in January 2021. To be eligible for the equity wage adjustment, a unit member must be a current employee on January 1, 2021.

### **2.9.2 Longevity Pay.**

Bargaining Unit Members with at least eight (8) full years of continuous City Service will receive the following longevity-based lump sum payments effective the first full pay period of July, beginning with July 2019:

- \$1,250.00
- Effective 10/31/2019, this amount shall increase to \$1,300.00
- Effective 10/31/2020, this amount shall increase to \$1,350.00

Eligibility for this payment will be determined based on continuous service as of July 1 preceding the payment date.

## ARTICLE 3: INSURANCE PROGRAMS

### **3.1 Flexible Spending Account.**

The City shall institute a flexible spending account comporting with Internal Revenue Code Section 125 for each active unit member. Active unit members may elect **one** (1) of the following benefits:

#### **3.1.1 Cash Payment.**

If the unit member has provided satisfactory proof of insurance coverage, the unit member may elect a City payment equal to the following: a monthly in lieu payment of \$160.

#### **3.1.2 Contribution Toward DCAP Eligible Expenses.**

If the unit member has provided satisfactory proof of insurance coverage, the unit member may elect a City contribution into the unit member's Dependent Care Assistance Program ("DCAP") (see Section 3.5 below) for Actives' DCAP Eligible Expenses as follows: a monthly payment of \$160.00.

#### **3.1.3 Health Insurance.**

For active unit members enrolled in a Public Employees' Medical and Hospital Care Act Plan (PEMHCA) medical insurance plan, the City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the PEMHCA on behalf of each active employee and qualified retiree.

In addition, the City and unit members shall make the following contributions towards medical premiums:

- **City Contribution:** The City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution, shall not exceed 100% of the premium cost of the Kaiser Region 1 PEMHCA health insurance plan in each premium category minus the mandatory employee contribution below.
- **Mandatory Employee Contribution:** Effective the first full pay period in January 2021, the "mandatory employee contribution" shall be five dollars (\$5.00) per pay period (equivalent to \$10.84 monthly).
- **Additional Employee Contribution:** Unit members who elect a more expensive health plan will pay the additional cost of the health insurance plan plus the Mandatory Employee Contribution.

Examples:

1. Kaiser Family Rate is \$1,998.07/month and unit member is enrolled in Kaiser Family:

City Contribution	\$1,987.23/month
Mandatory Employee Contribution:	\$10.84/month
Additional Employee Contribution:	\$0/month
Total Employee Contribution:	\$10.84/month

2. Kaiser Family Rate is \$1,998.07/month; Blue Shield Trio Family Rate is \$2165.80/month; and unit member is enrolled in Blue Shield Trio Family:

City Contribution	\$1,987.23/month
Mandatory Employee Contribution:	\$10.84/month
Additional Employee Contribution:	\$167.73/month
Total Employee Contribution:	\$178.57/month

**3.1.4 Tax Liability For Flexible Spending Benefit.**

The City intends to comply with Internal Revenue Code Section 125. In the event that any taxes are due, however, each unit member shall be solely and personally responsible for any federal, state, or local tax that may arise out the implementation of the IRS 125 Flexible Spending Benefit.

**3.1.5 Retiree Medical Coverage**

**3.1.5.1 Retiree Medical Benefit Applicable to Existing Retirees (as of December 31, 2018) and Active Employees Hired on or Before December 31, 2018**

**3.1.5.1.1 Eligibility.** This Section applies only to

- A. Individuals already retired from the bargaining unit represented by IAFF and receiving City-paid retiree medical benefits under the PEMHCA as of December 31, 2018; and
- B. Active employees who:
  - i. Were employed by the City of Oakland in the bargaining unit represented by IAFF on December 31, 2018 (i.e. with a hire date on or before December 31, 2018),
  - ii. Remain employed by the City with no break in service from December 31, 2018 until retirement,
  - iii. Retire directly from the City, and
  - iv. participate in the PEMCHA as retiree-annuitants.

**3.1.5.1.2 Retiree Medical Benefit.** For retiree-annuitants who meet the eligibility requirements of Section 3.1.5.1.1, above, the City shall reimburse the retiree for retiree medical premiums up to the following:

Beginning January 1, 2020 and thereafter, the City will reimburse a maximum of the City's 2020 contribution towards the PEMHCA Kaiser Region 1 Two-Party Premium (inclusive of the City's direct PEMHCA contribution), as set forth below:

Pre-Medicare Eligible [Neither Annuitant or Dependent are Medicare Eligible]	\$1,536.98 (including City's direct PEMHCA contribution).
Medicare Eligible [Both Annuitant and Dependent are Medicare Eligible]	\$678.86 (including City's direct PEMHCA contribution)
Combination Eligible	\$1,107.92 (including City's direct PEMHCA contribution).

[Either Annuitant or Dependent (but not both) is Medicare Eligible]	
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**3.1.5.1.3 Vesting.** The retiree health benefit negotiated by the parties and described in this section for existing retirees and for employees with a hire date on or before December 31, 2018 shall be fully vested in the qualified individuals and their eligible surviving beneficiaries. In consideration for the modification of the existing retiree health benefit, the parties intend to and hereby do grant a vested contractual right to a lifetime retiree medical benefit for qualified employees, retirees, and their beneficiaries. This right is independent of any statutory right pursuant to the Government Code via the City’s contract for medical benefits with CalPERS.

**3.1.5.1.4 Continuous Service Requirement.** This benefit requires continuous service from December 31, 2018 until retirement. If an employee separates from employment and is rehired by the City as an employee in a bargaining unit represented by the IAFF, the employee’s “hire date” for purposes of determining retiree health benefit eligibility, including the vesting described above, shall be the date of rehire (i.e., the employee shall be treated as a new hire with a hire date after December 31, 2018 and shall not be eligible for retiree medical benefits pursuant to this section).

**3.1.5.2 Retiree Medical Benefit Applicable to Employees Hired After December 31, 2018.**

**3.1.5.2.1 Eligibility And Retiree Benefit.** For active employees in the bargaining unit represented by IAFF with a hire date on or after January 1, 2019 (including eligible employees who separate from employment and are rehired on or after January 1, 2019) and who retire directly from the City, the City shall provide the statutory minimum PEMHCA retiree medical benefit.

**3.1.5.2.2 Additional Payment And Eligibility.** In addition to Section 3.1.5.2.1, the City shall reimburse retirees who meet all of the

following requirements an additional \$425.40 per month for the purchase of medical coverage:

- Employed by the City of Oakland in the bargaining unit represented by IAFF with a hire date on or after January 1, 2019,
- Retire directly from the City of Oakland with ten (10) or more years of service as an employee in a bargaining unit represented by the IAFF, and
- Participate in the PEMCHA as retiree-annuitants.

**3.1.5.2.3** The ten (10) year vesting service requirement shall not apply to any member that is granted a service-connected disability retirement.

### **3.1.5.3 CalPERS OPEB Trust**

The reductions in retiree medical benefits for IAFF members and retirees negotiated as part of the 2018 contract extension are intended to reduce the City's retiree medical costs. Beginning in 2019 and continuing for the life of the contract, the City will contribute the difference between each year's Pay-As-You-Go retiree medical cost and the 2018 Pay-As-You-Go retiree medical cost (i.e., 2018 PayGo minus current year PayGo) to a Section 115 Trust for the payment of retiree medical benefits for IAFF members.

There will be no payment if the current year Pay-As-You-Go cost exceeds the 2018 Pay-As-You-Go cost. Moreover, in the event the Actuarially Required Contribution (ARC) is less than the difference in Pay-Go amounts, the City will contribute the ARC.

[Example 1: Assume the 2018 Pay-Go amount is \$8.0 Million and the Y-1 Pay-Go amount is \$7.5 Million; the City will contribute \$500,000 into a Section 115 Trust in Y-1.]

[Example 2: Assume the 2018 Pay-Go amount is \$8.0 Million and the Y-2 Pay-Go amount is \$8.5 Million; the City is not obligated to make a contribution into the Section 115 Trust in Y-2.]

[Example 3: Assume the 2018 Pay-Go amount is \$8.0 Million and the Y-3 Pay-Go amount is \$7.5 Million, but the ARC is \$250,000; the City will contribute \$250,000 into a Section 115 Trust in Y-3.]

### **3.2 Dental Insurance.**

**3.2.1** For each represented employee, the City shall contribute \$223.00 per month to the dental plan established by the Oakland Firefighters' Health and Welfare Trust ("OFHWT"). Effective January 1, 2023, that amount shall increase to \$226.00 per month for each represented employee.

**3.2.2** Effective January 1, 2019, the OFHWT will provide the City with the following information on a quarterly basis:

- A. All income and expenditures of the trust during the quarter;
- B. A listing of all individuals covered by the trust and who pays the premium for each of those individuals (e.g., whether the premium is paid by the City);
- C. An accounting of all expenditures made by the trust and the beneficiary of each expenditure (e.g., what services were provided, at what cost, and to whom); and
- D. An accounting of all assets and liabilities of the trust.

### **3.3 Life Insurance.**

Effective July 1, 2008, the City agrees to contribute the amount of \$6.20 per month per bargaining unit member toward the cost of bargaining unit member life insurance coverage.

### **3.4 Deferred Compensation Plan.**

A bargaining unit member may participate in the established City deferred compensation plan.

The Union shall have one voting member on the City's Deferred Compensation Committee.

### **3.5 Dependent Care Assistance Program.**

The City shall maintain a Dependent Care Assistance Program (DCAP) for unit members covered by this Agreement. If in its sole discretion, the City determines that administration of the Program will require the services of an outside entity or contractor, participating unit members shall be responsible for paying their share of the outside contractor's administration fee.

### **3.6 Medical Care Assistance Program.**

The City shall maintain Medical Care Assistance Program (MCAP) for unit members covered by the Agreement. If, in its sole discretion, the City determines that administration of the Program will require the services of an outside entity or contractor, participating unit members shall be responsible for paying their share of the outside contractor's administration fee.



### **3.7 Health Reimbursement Arrangement.**

The City shall offer a Health Reimbursement Arrangement Plan (“HRA”) for all unit members enrolled in the City of Oakland’s medical insurance plan or another employer sponsored group medical insurance plan. Employees enrolled in another employer sponsored group medical insurance plan shall be required to provide proof of eligibility on an annual basis in accordance with the requirements of the Benefits Division of the Department of Human Resources Management.

The HRA will permit qualified withdrawals for both active and separated account holders. Access to reimbursement under the HRA plan shall become effective no later than April 1, 2015, the date the plan becomes active. Funds in a unit member’s HRA plan will be available for reimbursement of eligible medical expenses defined under Internal Revenue Code section 105 and 106. The City and Local 55 agree that the City’s contributions to the HRA plan are available only to active unit members who receive medical coverage through an Affordable Care Act (ACA) compliant medical plan. Participating unit members shall be responsible for paying all member related HRA fees. Further the parties agree that the HRA plan must comply with all applicable current and future Internal Revenue Service (IRS) regulations.

Effective with the first full pay period in July 2019, the City shall contribute a one-time, lump sum, non-recurring, and non-pensionable payment of one thousand dollars (\$1,000.00) into each full time active unit member’s HRA account. To be eligible for this payment, the unit member must have been continuously employed from January 1, 2019 through the contribution date and must be enrolled in the Public Employees' Medical and Hospital Care Act Plan (PEMHCA) medical insurance plan described in Section 3.1.3.

Effective the first full pay period in November 2020, the City shall contribute a one-time lump sum, non-recurring, and non-pensionable payment of one thousand dollars (\$1,000.00) into the HRA Account of Unit Members in Class 1-2019 (approximately 17 members). To be eligible for this payment, the Unit Member in Class 1-2019 must have been continuously employed from January 1, 2020 through the contribution date and must be enrolled in the Public Employees’ Medical and Hospital Care Act (PEMHCA) medical insurance plan as defined in Section 3.1.3.

#### **3.7.1 Excess Vacation.**

On an annual basis, effective each year in the first pay period in June, any employee enrolled in the HRA who has any unused vacation from that year’s vacation draw shall have 100% of their unused vacation from that year deposited into the HRA. This includes any unused vacation due to medical leave or industrial injury or illness.

## **ARTICLE 4: PERSONNEL PROVISIONS**

### **4.0 Entrance Candidate Physical Ability Test.**

The City shall use the Candidate Physical Ability Test (“CPAT”) to qualify applicants for entrance examinations for bargaining unit classifications.

### **4.1 Probationary Periods.**

If a unit member is on leave and is not in active service during any portion of the entry and promotional probationary period, the City shall extend the probationary period for an equivalent period of time. However, any extension of probation based on Military Leave (under section 6.12), Family Death Leave (under Section 6.8), ICF (under Section 6.2.2.1) or protected leave under the Family Medical Leave or California Family Rights Act, may be offset on an hour for hour basis by shift trades and overtime worked during the probationary period up to maximum of seven (7) shifts in the probationary rank. For entry-level probationary periods the employee must have Probationary Firefighter Daily Evaluation Reports signed off for the overtime or traded shifts at the time worked.

#### **4.1.1 Entry Probationary Period.**

The probationary period of a bargaining unit member filling a position from an entrance examination shall be for a period of 18 consecutive months of active service.

#### **4.1.2 Promotional Probationary Period.**

The probationary period of a bargaining unit member filling a position from a promotional examination shall be for a period of six (6) months of active service performing the full duties of the promoted rank. The Fire Chief or designee shall file an approved report of performance at the end of the third and fifth months of employment for each unit member serving a six-month promotional probationary period. Upon a favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the promotional probationary period. In the event of an unfavorable report, the appointing authority shall notify the Personnel Director and the unit member, at least fifteen (15) calendar days in advance, that he/she will be removed from the position no later than the final date of the probationary period.

The City may extend an employee’s promotional probationary period on a one time basis for any reason by three (3) months only upon mutual agreement between the City and the Union.

### **4.2 Staffing.**

On February 20, 2014, the City and Local 55 completed and signed an agreement covering staffing. That February 20, 2014 Staffing Agreement is incorporated into this Section 4.2.

#### **4.2.1 Term Of Agreement.**

This Section 4.2 Staffing Agreement shall become effective on July 1, 2014, and shall remain in effect through June 30, 2037. As part of the parties' comprehensive MOU, the parties agreed to incorporate this Section 4.2 agreement in the comprehensive successor MOU. The parties acknowledge that the 2014 comprehensive successor MOU will terminate before June 30, 2037 and, for that reasons, the parties agree to continue incorporating this Section 4.2: Staffing Agreement in future comprehensive successor MOUs until June 30, 2037.

#### **4.2.2 Agreement Supersedes Prior Agreements.**

The parties agree that specific provisions contained in this Section 4.2 Staffing Agreement shall supersede any previous agreement, whether oral or written, regarding staffing of bargaining unit positions.

#### **4.2.3 Definition Of Status Quo.**

After this Section 4.2 Staffing Agreement terminates on June 30, 2037, the status quo ante for all purposes including any interest arbitration under Charter Section 910 or any state statute shall be defined as the Section 4.2 language in this Agreement.

#### **4.2.4 Fire Suppression Staffing.**

Engines: Twenty-four (24) fire engines shall be regularly and routinely staffed, and deployed daily, with the minimum of one Officer, one Engineer, one Firefighter/Paramedic, and one Firefighter.

Aircraft Rescue Fire Fighting ("ARFF") Fire Station: During the term of this Section 4.2 Agreement and as long as the Port of Oakland contracts with the City for ARFF services, the ARFF Fire Station shall be regularly and routinely staffed, and deployed daily, with the minimum of six (6) unit members or the number of unit members mandated by federal regulations.

Trucks: Four (4) fire trucks shall be regularly and routinely staffed and deployed daily, with the minimum of four (4) unit members per truck (including one officer) and three (3) fire trucks, trucks 1, 2, and 4, shall be regularly and routinely staffed, and deployed daily, with the minimum of five (5) unit members per truck (including one officer).

Staffing shall be measured from 0800 hours (i.e. the Department shall be considered in compliance with these staffing provisions as long as it meets the foregoing requirements at 0800 hours). The Department will not be required to backfill individual vacancies caused when personnel use leave after the start of the shift. However, the Department will make all reasonable efforts to secure backfill, including out bounding through the Telestaff system.

##### **4.2.4.1 Companies And Bargaining Unit Members Out Of Service.**

The Fire Chief or sworn designee retains the discretion to temporarily "detail" or place a maximum of seven (7) companies out of service at any

one time, inclusive of training company described in Section 4.9 for a maximum of nine (9) hours during a twenty-four (24) hour shift. Such “detail” assignments shall not create an opportunity for nor shall the Department be required to backfill the temporarily vacated station assignment with classified relief. Companies on detail that remain in service on the air shall not be included as a company out of service as defined by this Section.

In addition to the seven (7) companies referenced above, the Fire Chief or sworn designee retains the discretion to temporarily “detail” a maximum of five (5) unit members per shift from their normal station assignments for a maximum of eight (8) hours (ten (10) hours for regional training) during a twenty-four (24) hour shift. However, for multi-agency functional exercises (for example, Golden Guardian, Bay-X, Urban Shield and similar exercises), the Chief may detail companies and members for a maximum of twelve (12) hours. Such “detail” assignments shall not create an opportunity for, nor shall the Department be required to backfill the temporarily vacated assignment with classified relief.

The Fire Chief or sworn designee retains the discretion to temporarily detail one (1) company out of service because the company’s equipment, apparatus, or vehicles are being serviced. The one (1) company removed from service because the company’s equipment, apparatus, or vehicles are being serviced is not a “detail” or “a company out of service” and shall not be counted as one of the “maximum of seven (7) companies.”

#### **4.2.4.2 Fire Chief’s Right To Reassign.**

The Fire Chief or designee retains the discretion to temporarily reassign one of the five Firefighters from Truck 1, 2, or 4 (i.e., up to three (3) Firefighters per shift) to other duties as the Fire Chief deems necessary. Such reassignments will be made, without limitation, to increase the Department's coverage and response capability. For the purpose of this Section, “increasing the Department’s coverage and response capability” includes, but is not limited to, covering vacancies in other companies after making reasonable efforts to secure backfill per Section 4.2.4 (and no earlier than 4 hours after the vacancy occurs), responding to known hazards, patrolling at risk areas, performing other operational needs, and providing service in geographic areas where hazards are higher than normal on a given day. In addition, the Department may temporarily reassign one (1) of the five (5) Firefighters from Truck 1, 2, or 4 (i.e., up to three (3) Firefighters per shift) to patrol in the interest of public safety and/or fire prevention on “Red Flag” or “High Hazard Days.” The Department's dispatch procedures shall prescribe appropriate modified response procedures in the event of such reassignment(s). Whenever the Department intends to reassign an individual from Truck 1, 2 or 4, the Department will contact the Local 55 President or Vice President to inform him or her of the reassignment.

#### **4.2.5 Investigator (Arson) Staffing.**

One (1) arson (fire) investigator shall be on-duty each twenty-four (24) hour shift.

#### **4.2.6 Chief Officer Staffing.**

Three (3) supervisory chief officers (Battalion Chiefs) shall be on-duty each twenty-four (24) hour shift.

#### **4.2.7 Firefighter/Paramedic Staffing.**

As a result of the citizens approving Measure N and the service contract with Alameda County, the City has made the decision to provide paramedic service to its citizens and to maintain an advanced life support capability by creating a Firefighter/Paramedic rank and slot on each engine company and assigning one designated Firefighter/Paramedic to each engine company.

The Fire Chief may decide to create additional Firefighter/Paramedic slots and/or transport services. The City will provide the Union with notice and an opportunity to bargain about the impacts of that decision as required by Article 11: Completion of Negotiations.

Currently one of the unit members on truck companies 1 and 3 is a Firefighter/Paramedic slot. The City is not required by this collective bargaining agreement to staff truck companies 1 and 3 with a Firefighter/Paramedic. In the event the City decides to provide BLS instead of ALS service level on truck companies 1 and 3, the incumbent Firefighter/Paramedic shall be eligible for a change of assignment as described in Section 4.6.

During a three (3) year period after the City decides to provide BLS instead of ALS service level on truck companies, any displaced Firefighter/Paramedic shall have a one time, first right to an assignment in a permanent vacant Firefighter/Paramedic slot. In the event that more than one displaced Firefighter/Paramedic requests first-right assignment to the same permanent vacant Firefighter/Paramedic slot, the most senior Firefighter/Paramedic shall have a right to the vacant permanent assignment. The displaced Firefighter/Paramedic shall retain the right of return if the ALS designation is restored.

As provided for the First Responder Advanced Life Support (FRALS) agreement with Alameda County, Firefighter/Paramedic slots may be reserved for all other apparatus if the Fire Chief increases service levels.

#### **4.2.8 Temporary Suspension of Minimum Staffing**

For any year during which this Section 4.2 Staffing Agreement is in effect, if a Severe Financial Event occurs that adversely impacts the General Purpose Fund so as to prevent the City from budgeting for and maintaining the minimum staffing requirements under this Section 4.2, the City Administrator may temporarily

suspend the requirements of this Section 4.2 temporarily reducing the minimum number of fire apparatus regularly and routinely staffed and deployed daily (e.g. apparatus closures and/or rotating apparatus closures).

A “Severe Financial Event” shall be defined as when the General Purpose Fund revenues in the Adopted Budget are less than the current year’s revenues and when layoffs or furloughs are noticed to all of the City’s labor unions due to adverse financial conditions.

This exception shall apply only if the City Administrator submits a report to the City Council explaining the Severe Financial Event, the steps that were taken by the City to avoid the need to temporarily suspend the minimum staffing provisions, and the steps that will be taken by the City in the future to restore the minimum staffing provisions. Such actions must be taken for each fiscal year in which the City fails to meet the requirements of this Section. Additionally, upon the conclusion of a Severe Financial Event or if the definition of Severe Financial Event is no longer met, the temporary suspension of minimum staffing shall terminate.

If staffing must be reduced due to a Severe Financial Event, the City shall meet with IAFF, Local 55 within thirty days, and every thirty days thereafter, after submitting a report to the City Council to discuss returning staffing to the levels set forth in Section 4.2.

#### **4.3 Personnel File.**

Performance appraisals may be considered and submitted as evidence in disciplinary actions, however, oral reprimands and written reprimands shall not be used in disciplinary proceedings if the document is older than four (4) years, provided the bargaining unit member has no other disciplinary action during said four (4) year period. The date the four-year period begins is determined by the most recent date of any disciplinary action in the personnel file. As described in Fire Department policy, an Advice, Counseling and Training (ACT) shall be removed from the file after the following full performance appraisal period.

#### **4.4 Acting Higher Rank Assignment.**

For purposes of filling vacancies in the promoted ranks, the City shall fill such positions on a rank for rank basis. As long as bargaining unit positions are staffed in excess of the minimum number of unit members described in Sections 4.2.2, 4.2.3, and 4.2.4, the City may utilize acting higher rank (AHR) to fill vacancies in the promoted positions on a rank for rank basis.

AHR assignments will be made using the following procedures:

#### **4.4.1 AHR For Up To Maximum Period For AHR (A List).**

##### **4.4.1.1 When A Current Promotional Eligible List Exists:**

- 4.4.1.1.1 Assignments will be made in order using the list from those working on shift that particular day from the rank that is overstaffed. If none of the bargaining unit members working on shift are on the eligibility list for the position to be filled, the B and C lists (below) will be used in succession.
- 4.4.1.1.2 If it is known in advance that an overage will exist for at least five (5) shifts, the first available member will be assigned to AHR regardless of shift assignment from the overstaffed rank.
- 4.4.1.1.3 If members are on more than one (1) eligible list, they may be selective in choosing their AHR assignments and may have their names deferred on other lists.
- 4.4.1.1.4 When a promotional eligibility list expires, acting assignments may continue to be made from that list for a maximum of 120 days at the Fire Chief's discretion. A member assigned to act from an expired list may so act for the maximum period described in Subsection 4.4.7 below for the classification to which he/she is assigned to act. After acting the maximum time, either one shift at a time or the maximum shifts consecutively, the acting member's name will be moved to the bottom of the AHR list, provided he/she meets the requirements in Subsection 4.4.1.3 below.

##### **4.4.1.2 Absence Of A Current Promotional Eligibility List.**

- 4.4.1.2.1 A member desiring to act in the next eligible higher rank must submit a written request on the appropriate form to the Fiscal and Administration Services Division Manager. This request must be received before consideration will be given for AHR.
- 4.4.1.2.2 All requests will be considered and members shall be notified within five (5) working shifts of the status of their request.
- 4.4.1.2.3 All requests to act higher rank must be approved by the member's immediate supervisor and the Fire Chief or designee.

##### **4.4.1.3 AHR Assignment Minimum Qualifications (A List).**

Bargaining unit members with the greatest department seniority who:

(1) Have attained a fully effective or better overall performance appraisal; and

(2) Have on file with the Fire Department Training Division acceptable written evidence of completion of all course requirements (classes) for certification through the office of the State Fire Marshal: Fire Apparatus Driver/Operator (Pump Apparatus), Fire Investigator, Company Officer, Chief Fire Officer; or certifications obtained from the retired certification tracks for each position; and

(3) Are eligible to take the promotional exam;

May be assigned to an Acting Higher Rank position.

**4.4.1.4 AHR For Short-Term Assignments For 24 Hour Shift (B List).**

The department shall also maintain a list of individuals willing to work short term assignments, eligible for promotion for the Rank assignment and who have demonstrated competency in the skills necessary for the acting assignment but who are not on existing promotional list. When no individuals are available to act from an existing promotional list, the Department may utilize individuals on the short term list to fill day-to-day vacancies as they arise.

**4.4.1.5 AHR For Short-Term Assignments For 24 Hour Shift (C List).**

The department shall also maintain a list of individuals willing to work short term assignments, eligible for competing in a promotional examination for the Rank assignment with respect to time in grade only and who have demonstrated competency in the skills necessary for the acting assignment but who are not on existing promotional list. When no individuals are available to act from an existing promotional list, the Department may utilize individuals on the short term list to fill day-to-day vacancies as they arise.

**4.4.1.6 AHR For Short-Term Assignments For 4 Hours Or Less Per Shift (D List).**

Any member off probation may be assigned AHR for 8 hours or less per shift at the discretion of the member's immediate supervisor.

**4.4.2 Appeals Of Denial Of Requests To Acting Higher Rank.**

**4.4.2.1** Members who do not receive the approval of their immediate supervisors will be notified in writing and may file an appeal. That appeal must be made in writing to the Fiscal and Administration Services Division Manager within six (6) calendar days of receipt of a Notice of Disapproval.



4.4.2.2 The Fiscal and Administration Services Division shall form a three-member Oakland Fire Department appeal panel to review the appeal. One member will be selected by the person making the appeal and one member selected by the Fiscal and Administration Services Division Manager. The third member will be selected by the first two members. Members of the panel shall be of at least equal rank to the immediate supervisor's rank. The Appeal Panel shall hold hearings and forward their findings and recommendation within ten (10) days of notification of the appeal.

4.4.2.3 The Appeal Panel's findings and recommendation shall be forwarded to a Review Board of two Deputy Chiefs who will review all appeals and make a recommendation to the Fire Chief.

4.4.2.4 The Fire Chief will make the final decision, subject to the Grievance Procedure in Article 9.

**4.4.3 Miscellaneous.**

4.4.3.1 If a candidate has a below fully effective overall performance appraisal, he/she may ask his/her supervisor for an appraisal if the member feels his/her performance has improved.

4.4.3.2 If a member is disapproved, he/she may be reconsidered upon request after six months from the date of the first request; and, if qualified, goes to the bottom of the list of those who have not acted.

4.4.3.3 Any qualified member who refuses to accept an acting assignment will be removed from the AHR list for six (6) months and will have to reapply after that timeframe.

4.4.3.4 Eligible members unavailable for AHR due to vacations, sickness, injury, or 20-day trades may be passed over, but will maintain their positions on that AHR Eligibility list.

4.4.3.5 In the event a unit member wishes to cancel her/his AHR, the unit member must give notice at least 24 hours prior to the beginning of the scheduled shift.

4.4.3.6 An AHR will automatically be canceled upon establishment of a current Promotional Eligible list.

4.4.3.7 Members who complete their probationary period after an AHR list is established will be placed at the bottom of the list of those members that have not acted if they qualify.

**4.4.4 Maximum Periods For AHR In Each Classification.**

Engineer	28 shifts (2 work cycles)
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Lieutenant	28 shifts (2 work cycles)
Captain	28 shifts (2 work cycles)
Battalion Chief	28 shifts (2 work cycles)
Paramedic	28 shifts (2 work cycles)
Fire Investigator	28 shifts (2 work cycles)
Assistant Fire Marshal	6 Months (subject to extension if there are no qualified/interested candidates)

These maximum periods apply whether or not an eligibility list is in existence.

**4.4.5 Exceptions.**

**4.4.5.1** AHR assignments may be made in the Fire Prevention Bureau without regard to whether any other ranks are overfilled on specified days.

**4.4.5.2** AHR assignments will be used to fill a rank that is unable to be filled with rank for rank relief before mandatory classified relief is imposed. These assignments will not be counted for record keeping purposes in Section 4.4.7.

**4.4.6 Record Keeping.**

On each occasion that an actor works in a rank there will be a record made. At the expiration of an eligible list in which there were actors, there will be no promotions until that rank receives an equal number of overtime shifts to offset the acting shifts. If, at the expiration of a list there are no promotions, those hours will be carried forward to the expiration of the next list.

**4.5 Community Service.**

**4.5.1 Public Relations Events.**

The City and Union recognize that for appropriate public relations purposes, the Fire Chief may temporarily detail a company to attend public relations events in the City of Oakland for, when practical, no more than four (4) hours per event. Public relations events details shall not unreasonably compromise response time or the safety of remaining in-service companies. Whenever possible, companies should remain in service during community events.

**4.5.2 Labor-Management Committee Review.**

The Fire Chief or designee shall determine the level of community service work and which specific community service work shall be completed and the schedule for completion. The Labor-Management Committee shall assist the Fire Chief in

maintaining a Master Calendar for the purpose of providing advance notice of public relations events, training, and coordinating operational efficiencies.

#### **4.5.3 Voluntary Community Service.**

Nothing in this provision shall preclude company officers and crews from voluntarily participating in community events in their first due response area.

#### **4.6 Transfer And Assignment.**

Except for relief assignments, initial assignments, assignments made in accordance with applicable law, or 40 hour/week assignments for a Battalion Chief, all vacancies shall be filled through the Assignment Request Program. For the purposes of this Section, “vacancy” shall mean an open position resulting from promotion, transfer, retirement, separation from service, creation of a new position or death of an incumbent. Vacancies in 40 hour/week assignments for a Battalion Chief shall be filled as described in Section 4.6.1.2. The Department shall fill vacancies before filling routes except in the case of probationary Firefighters.

##### **4.6.1 Change Of Assignment Request Program.**

To meet the Fire Department’s need for organizational stability and occupational training for all sworn unit members, the parties agree to institute a consecutive 120 calendar day change of assignment (“transfer”) request program. The change of assignment request program shall be implemented under the following terms and conditions:

###### **4.6.1.1 Posting Vacancies.**

No later than January 1, May 1, and September 1 of each calendar year, the Fiscal and Administration Services Division shall publish and post on a rank by rank basis and shall include the qualifications for the position in an Administrative Information Bulletin (“A.I.B.”) advertising all available vacancies to all Fire Divisions. If an assignment has been temporarily vacant due to illness or injury for 60 calendar days, the assignment shall be made available for TFN (“Till Further Notice”) bid.

###### **4.6.1.2 Unit Member Submission Of Transfer Requests.**

No later than fifteen (15) calendar days after transfer opportunities are posted and opened for bidding in the Telestaff auction feature, any unit member requesting a transfer shall personally enter his/her selection(s) in the Telestaff system. If a unit member selects more than one transfer opportunity, he/she shall rank his/her choices in order of preference. Members are solely responsible for the proper input and ranking of Telestaff bid requests and bid cutoff dates set forth in the pertinent A.I.B. are controlling. A unit member’s request for transfer shall be considered only if the unit member meets the written A.I.B. requirements.

Unit members shall submit transfer requests using Telestaff unless precluded from doing so due to injury, illness, military leave, family medical leave or other authorized absence. In such situations, members may email their request to a Telestaff Administrator.

A Battalion Chief interested in a vacant 40 hour/week staff position shall submit a letter of interest for the vacant position to the Fire Chief. The Fire Chief shall interview the interested Battalion Chiefs and, at her/his sole discretion, the Fire Chief shall select from the qualified interested Battalion Chiefs.

#### **4.6.1.3 Posting Assignments.**

As shown in Section 4.6.2.1 and no later than February 1, June 1, and October 1, the Fiscal and Administration Services Division shall publish and post the filled vacancies on the Green Assignment Changes.

#### **4.6.1.4 Effective Date Of Transfers.**

Assignment changes (transfers) shall be effective the first complete A, B, C shift cycle beginning or immediately after February 1, June 1, and October 1.

#### **4.6.2 Filling Vacancies.**

All vacancies shall be filled through the electronic staffing system on the basis of seniority within rank, with the senior qualified bargaining unit member having preference except as modified in Subsection 4.6.4 below.

#### **4.6.3 Placing Firefighter Paramedics.**

In the event a unit member must be transferred to permit the Fire Department to assign a Paramedic to each engine company or truck company or fireboat or airport, the least senior unit member in the Firefighter rank on the same shift at the station shall be transferred.

#### **4.6.4 Involuntary Assignment Change For City Needs.**

Transfer of bargaining unit members may be exempt from Section 4.6.2 where special expertise or unsuitability makes the exemption necessary as determined by the Fire Chief. In selecting bargaining unit members for such transfer, the Fire Chief may take into consideration individual capabilities, expertise, training and other qualifications. In considering transfer requests, the Fire Chief may also consider the needs of the community and of the Fire Department.

**4.6.5 Six Month Period Between Requests.**

Bargaining unit members who are transferred at their request in accordance with Subsection 4.6.2 shall not be eligible to submit another transfer request for a period of six (6) months unless permission is granted by the Fire Chief. This policy shall apply to permanent assignments.

**4.6.6 Assignment With No Requests Received.**

When a position is published or posted and no requests are received, the Fire Chief may transfer the least senior qualified bargaining unit member in the appropriate rank from the relief pool (routes and vacation relief) for that shift, subject to the exception noted in Subsection 4.6.4 above. In the event there are no qualified bargaining unit members from the relief pool for the shift on duty, the Fire Chief may transfer the least senior qualified bargaining unit member from the relief pool in the appropriate rank from the remaining two shifts.

**4.6.7 Request For Medical Or Disability Reasons.**

Transfers for medical and/or disability reasons may be exceptions to the foregoing procedures for transfers from fire line positions to staff positions. Transfer requests for medical and/or handicap reasons must so state and must have medical verification attached. The parties agree and understand that the Fire Chief is under a legal obligation to reasonably accommodate such requests and such requests may supersede transfers otherwise available under the provisions of this section.

**4.6.8 Transfers To Relief Assignments.**

Transfers to relief (route and vacation) assignments shall be at the sole discretion of the Fire Chief and shall not be subject to any of the procedures listed in this provision. Except in cases of bargaining unit member unsuitability, no individual permanently assigned to a station will be required to fill a relief assignment.

**4.6.9 TFN Assignments.**

Unit members who remain on temporary or TFN assignments, other than a two-year, 40-hour staff assignment, shall forfeit their permanent assignments after the expiration of one (1) year. At the expiration of one (1) year, the City shall notify the unit member that the unit member must return to his/her permanent assignment unless the unit member waives the right to the permanent assignment in writing.

If a unit member remains in a TFN 40-hour staff assignment for more than two years, the unit member forfeits the unit member's permanent assignment. At the expiration of two (2) years, the City shall notify the unit member that the unit member must return to his/her permanent assignment unless the unit member waives the right to the permanent assignment in writing.

#### **4.7 Voluntary Demotion To Last Permanent Rank.**

Any bargaining unit member may request a voluntary demotion to his/her last permanent status rank.

In addition, a unit member initially hired by the City in the rank of Firefighter/Paramedic, and who has served a minimum of 10 full years of service for the City in the Firefighter/Paramedic rank may request a permanent voluntary demotion to the Firefighter rank.

Contingent upon the criteria and conditions described in this Section 4.7 and subject to the Fire Chief's or designee's sole and exclusive discretion, the City may grant a request for a voluntary demotion to his/her last permanent status rank. The Fire Chief or designee shall not apply his/her discretion in an arbitrary and capricious manner.

A Bargaining Unit Member's request for a voluntary demotion under this section shall not trigger protections afforded under the Firefighter Procedural Bill of Rights.

A Bargaining Unit Member requesting a voluntary demotion shall comply with the following procedure and conditions:

##### **4.7.1 Notice To Department.**

At least six (6) months prior to the requested voluntary demotion, the unit member shall submit a request for a voluntary demotion to the Chief or designee. If the Department is sufficiently staffed and the other conditions of this Section are met, the Chief may grant the request for a voluntary demotion prior to the end of the six-month period.

##### **4.7.2 Vacancy.**

When a Bargaining Unit Member requests a voluntary demotion as described in this Section, a vacancy must exist in the rank to which he or she seeks to demote. A vacancy does not include any position for which a conditional offer has been made. The Department shall have no duty to create an additional or new position to permit a voluntary demotion.

##### **4.7.3 Sufficient Staffing.**

In the case of a Firefighter/Paramedic seeking a voluntary demotion, the Department must be able to staff a sufficient number of Firefighter/Paramedics to meet the Department's operational needs before the Chief or designee may grant a unit member's request for a voluntary demotion. If Firefighter/Paramedic staffing falls below the operation level set by the Chief, a certified Firefighter/Paramedic must be available before the Chief or designee may grant a unit member's request for a voluntary demotion.

#### **4.7.4 EMT Certification.**

A Firefighter/Paramedic requesting a transfer out of the Firefighter/Paramedic rank must hold or obtain a current Alameda County EMT Certification before Fire Chief or designee may grant a unit member's request for a voluntary demotion.

### **4.8 Promotional Procedures.**

#### **4.8.1 Promotional Examination Procedures.**

The City and the Union agree to promotional examination procedures for the following classifications and ranks: Firefighter/Paramedic, Lieutenant, Engineer, Captain, Battalion Chief, Fire Investigator, Firefighter/Fireboat Operator, and Firefighter/Fireboat Engineer.

Ten (10) calendar days prior to posting a Job Announcement, the City will provide the Union with notice of the Testing Schedule and Test Components, including the following:

- a) The specific examination test selection processes to be used;
- b) The reading list to be used for the examination;
- c) The classes, if any, that will be required to have been completed for purposes of a candidate meeting minimum qualifications to take the examination;
- d) Estimates of the scoring timeline (the parties understand that the scoring timeline will be subject to change based on factors such as the number of exam participants, availability of raters, and number of challenges to questions).

##### **4.8.1.1 Certification Of Eligibles To Fill Vacancies.**

###### Rule of Five:

In the case of certification from a promotional list to fill a position, for which no reinstatement list exists, the Director of Personnel Resource Management shall certify to the appointing authority the first five (5) names necessary to fill such position, and, in the case of certification from such list to fill multiple vacancies, the Director of Personnel Resource Management shall certify a number of names equal to the number of vacancies to be filled and four (4) additional names; provided, however, that a lesser number may be certified when there is not the required number on the eligible list.

###### Multiple Certifications:

No person shall be certified from an eligible list more than six (6) times for the same classification, except at the request of an appointing authority, provided that certification for limited duration shall not be counted as one of such certifications.

**4.8.2 Effect On City's Personnel Rules.**

Existing portions of the City's Personnel Rules directly pertaining to the specific items enumerated in Sections 4.7.1 through 4.7.5 shall not be in effect during the term of this agreement. All other provisions of Personnel Rules and the City Charter pertaining to Civil Service personnel appointments shall be in effect and followed in such appointments.

<b>Years of Service</b>	<b>Points</b>
<b>Pass Probation</b>	<b>0.5</b>
<b>2</b>	<b>1</b>
<b>3</b>	<b>1.5</b>
<b>4</b>	<b>2</b>
<b>5</b>	<b>2.5</b>
<b>6</b>	<b>3</b>
<b>7</b>	<b>3.5</b>
<b>8</b>	<b>4</b>
<b>9</b>	<b>4.5</b>
<b>10+</b>	<b>5</b>

**4.8.3 Completion Timelines.**

Except for Firefighter/Fireboat Operator and Firefighter/Fireboat Engineer all promotional examinations shall be completed and lists posted within two hundred and forty (240) days of expiration or exhausting of such promotional lists. If there is a delay, the City will notify the Union and immediately discuss the matter with the Union. Examinations for Firefighter/Fireboat Operator, Firefighter/Fireboat Engineer, and Assistant Fire Marshal – Sworn shall be conducted on an as-needed basis, and the eligibility list, if any, shall remain active up to four (4) years. When the eligibility list is exhausted or canceled by the Personnel Director pursuant to Civil Service Rule 4.20, the City shall notify the Department and the Union.



#### **4.8.4 Announcements And Sign-Ups.**

Announcements will be posted in all Fire Facilities and a copy mailed to the Union within three (3) days of posting on the City's Employment Opportunities website.

#### **4.8.5 Information On Weights.**

##### **4.8.5.1 Dimensions And Weights.**

Some time prior to the commencement of the examination, the City shall inform all candidates of the examination dimensions, weights assigned to each examination phase and the dimension weights assigned to each examination phase.

##### **4.8.5.2 Multiple Choice.**

The City shall denote on the multiple choice (written) examination booklets the weights of each question.

##### **4.8.5.3 Challenged Multiple Choice.**

Before commencement of Phase II of the examination, the City shall publish the multiple choice items challenged, actions taken on said items, and effects, if any, of said actions on weights.

##### **4.8.5.4 Internal Weights.**

The City will provide internal weights of the exercise(s) for any phase of the examination other than for Phase I. These internal weights will be provided to the observer at the "wrap-up" of assessor training occurring after Phase I.

#### **4.8.6 Examination Eligibility.**

To compete in any promotional examination, a unit member must have served the required period of service in the qualifying classification as of fourteen (14) calendar days prior to the date of the first stage of the exam as listed in the job announcement. A unit member shall not be considered for appointment to the classification until he/she has met the requirements for the classification as set forth below. Acceptable documentation of prerequisite classes for certifications, licenses, or other required documents must be on file with the Fire Department Training Division fourteen (14) calendar days prior to the date of the first exam stage. In the event additional documents are necessary for consideration of appointment, these additional documents must be on file 14 days prior to administrative interview. Promotional lines and periods of service required for eligibility to compete in a promotional examination shall be as follows:

#### **4.8.6.1 Firefighter/Paramedic.**

Upon completion of a probationary period, Firefighters may promote to the rank of Firefighter Paramedic without participating in a competitive examination per the City's Flexible Staffing Policy (Administrative Instruction 592). The unit member must submit a memo (Form 538-8) volunteering for the promotion through his/her chain of command, along with evidence that he or she is in possession of the prerequisites for becoming accredited I Alameda County, and any other information required by Administrative Instruction 592. Unless operational issues preclude the assignment (e.g., the assignment cannot be completed because of staffing), the Department will assign the unit member (in the firefighter slot) to an appropriate engine and accreditor and begin the accreditation process within thirty (30) calendar days after submission of all paperwork.

Once a unit member submits to the Medical Services Division (MSD), an EMT-P License issued by the California Emergency Medical Services Authority and evidence of accreditation by Alameda County Emergency Medical Services at the advanced Paramedic Level, the unit member will be eligible for promotion and within thirty (30) calendar days the Department will submit a personnel requisition request to fill an available vacancy. Appointments to Firefighter/Paramedic will be made in order of application based on submission of full accreditation paperwork to the MSD. In the event two Firefighter/Paramedics submit their accreditation paperwork at the same time, the most senior employee will be appointed first.

#### **4.8.6.2 Engineer.**

Completion of thirty-six (36) months as an Oakland Firefighter and/or Oakland Firefighter/Paramedic and acceptable written evidence of completion of all required courses for certification as Fire Apparatus Driver/Operator Pump Apparatus through the Office of the State Fire Marshal or certification as Fire Apparatus Driver Operator 1.

#### **4.8.6.3 Lieutenant.**

Completion of forty-eight (48) months as an Oakland Firefighter, Firefighter/Paramedic, Engineer, Firefighter/ Fireboat Engineer and/or Fire Investigator, singly or combined; and acceptable written evidence of completion of all required courses (and any prerequisites) for certification as Company Officer through the Office of the State Fire Marshal or certification as Fire Officer.

#### **4.8.6.4 Captain.**

Completion of twenty-four (24) months as an Oakland Lieutenant, and acceptable written evidence of completion of all requirements for

certification as Company Officer through the Office of the State Fire Marshal or certification as Fire Officer.

**4.8.6.5 Battalion Chief.**

Completion of forty-eight (48) months as an Oakland Lieutenant and Oakland Captain combined (with at least twelve (12) consecutive months as Captain) or completion of forty-eight (48) months as a Captain in one of the jurisdictions listed in Section B, Subsection 12, entitled Acceptable Jurisdictions, of this MOU; and acceptable written evidence of completion of all required courses (and any prerequisites) for certification as Chief Officer or Chief Fire Officer through the Office of the State Fire Marshal. In order to be considered for appointment to the rank of Battalion Chief, member must possess at minimum an Associate Degree (any major) or higher from an accredited post-secondary institution.

**4.8.6.6 Firefighter/Fireboat Operator And Firefighter/Fireboat Engineer.**

Completion of forty-eight (48) months as a Firefighter or Firefighter/Paramedic and acceptable written evidence of completion of all requirements for certification as Fireboat Operator and Fireboat Engineer.

**4.8.6.7 Fire Investigator.**

Current sworn Firefighters, Firefighter/Paramedics, Engineers, and Firefighter/Fireboat Engineers shall be eligible to compete for the examination for Fire Investigator provided that they have completed forty-eight (48) months as an Oakland Firefighter, Firefighter/Paramedic, or Engineer. A unit member may not be considered for appointment to the classification of Fire Investigator until he/she has provided acceptable written evidence of completion of the following California State Fire Marshal and P.O.S.T. certified classes:

- Fire Investigation 1A
- Fire Investigation 1B
- Fire Investigation 1C
- P.O.S.T. 832
- P.O.S.T. Firearm Cert.
- S404 Incident Safety Officer

In the event there are insufficient candidates within the Oakland Fire Department, the City may give the examination on an open and promotional basis in order to ensure a sufficient candidate pool.

#### **4.8.7 Driver Operator 1A and 1B Classes.**

The Department will offer each of the Company Officer courses (2A, 2B, 2C, 2D and 2E) at least once every three (3) years.

Bargaining unit members will be permitted to attend these classes on their own time and will be offered a reduced tuition based on the tuition from external candidates. If the tuition from external candidates is sufficient to cover the cost of the class (including trainer salaries), there will be no tuition for bargaining unit members.

The Department will use best efforts to advertise such training to outside agencies.

#### **4.8.8 Impact Of Disciplinary Actions.**

##### **4.8.8.1 Demotions.**

An individual who is demoted must complete a full six (6) month period of service from the date of demotion before being eligible to compete in any promotional examination and may only compete for the next highest eligible rank.

##### **4.8.8.2 Last Chance Agreement.**

An individual on a "Last Chance Agreement" shall be eligible to compete in promotional examinations but shall not be eligible for appointment consideration to a promoted rank until they successfully complete the program in the Agreement.

##### **4.8.8.3 Impact Of Other Discipline On Promotion.**

An individual suspended or fined shall be eligible to compete in promotional examinations but shall not be eligible for appointment consideration to a promoted rank for a six (6) month period from the effective date of suspension or fine.

#### **4.8.9 Examination Weights.**

The weight of dimensions of a promotional examination shall be based on a current job analysis for the classification being examined.

#### **4.8.10 Duration Of Eligibility Lists.**

Eligibility lists established by promotional examinations shall be in effect for a period of twenty-four (24) months. This Section 4.8.10 shall not apply to Firefighter/Fireboat Operator, or Firefighter/Fireboat Engineer. The Fire Investigator eligibility list, if any, shall remain active up to four (4) years.

#### **4.8.11 Reading Lists.**

The Fire Department will publish a recommended list of core reading materials for all ranks. The core reading list may include up to seventeen (17) sources which shall include (a) Oakland specific policies and procedures, and (b) firefighting, supervisory, and management skills relevant to the Oakland Fire Agency. The City shall periodically update the core reading materials for all ranks. Whenever the City modifies the core reading list, the City shall post the modified core reading list for 90 days prior to an examination. Once a final reading list is established for a promotional examination, that list shall be posted simultaneously with the job announcement. This Section 4.8.11 shall not apply to Firefighter/Fireboat Operator, Firefighter/Fireboat Engineer, or Fire Investigator.

#### **4.8.12 Composition Of Examination.**

The City shall utilize current professional standards in determining the composition of an examination.

Department subject matter experts chosen by the City shall reflect, when possible, diversity in terms of years and experience in the Department. Subject matter experts must have a minimum of five (5) years in the rank (or above) being tested. Local 55 may nominate potential subject matter experts for the City's consideration in selecting subject matter experts.

Upon written request from the Union, the City shall provide to the Union the number of subject matter experts, ranks held by them, and the range of their years of experience. Such information will be provided within fourteen (14) days after the last phase of the examination is administered.

#### **4.8.13 Assignment Of Assessors/Raters.**

In the event that multiple assessors or raters are used to rate candidates in an examination for the position of Captain and above, each assessor/rater will observe and score each candidate during some portion of the examination.

Candidates will be assigned in a random fashion to exercises, unless that cannot be done consistent with the preceding paragraph.

It shall be the obligation of both a rater and a candidate to bring to the attention of the City and/or consultant, as soon as either discovers the identity of the other, any knowledge each may have of the other. At that point, the City and/or the consultant shall make a determination if such knowledge shall disqualify the rater from rating the candidate. Any other person or party shall also bring to the attention of the City and/or the consultant any other aspect of the rater's background or connection to one or more candidates indicating possible bias.

This provision shall not constitute a waiver, or alteration, or enlargement of any rights or responsibilities any person or entity may have under law, Civil Service Rules or otherwise.

This Section 4.8.13 shall not apply to Firefighter/Fireboat Operator, Firefighter/Fireboat Engineer, or Fire Investigator.

**4.8.14 Acceptable Jurisdictions.**

The raters in any portions of an examination that involve fire suppression questions or exercises shall be from (metro comparable size, comparable service area etc. departments with service populations comparable in size to any of the following jurisdictions:

ANAHEIM	BERKELEY
FREMONT	FRESNO
ALAMEDA COUNTY	ORANGE COUNTY
LONG BEACH	LOS ANGELES, CITY
LOS ANGELES, COUNTY	PASADENA
RIVERSIDE	SACRAMENTO
SAN BERNARDINO	SAN DIEGO
SAN FRANCISCO	SAN JOSE
CONTRA COSTA COUNTY	STOCKTON
SACRAMENTO METROPOLITAN	

The City shall use best efforts to have only raters from similar size departments.

This Section 4.8.14 shall not apply to Firefighter/Fireboat Operator or Firefighter/Fireboat Engineer.

**4.8.15 Objective Portion Of Examination.**

Some portion of each promotional examination shall be an objective written test. "Objective" means a test that has a predetermined list of correct answers which eliminates subjective opinion or judgment in the scoring process.

**4.8.16 Candidate Orientation Session Prior To Assessment Portion Of Examination.**

Prior to administering the assessment portion of the examination, the City or its consultant shall offer candidates the opportunity to participate in an orientation

session. During the orientation session, the City or its consultant shall describe the assessment process and shall provide detailed instruction on how best to demonstrate the candidates' abilities.

#### **4.8.17 Conduct Of Examination.**

##### **4.8.17.1 Identification Numbers.**

Candidates shall identify themselves by the unit member's ID number (if assigned) on all written examination materials. Candidates who violate this provision shall be disqualified from the examination process.

##### **4.8.17.2 Confidentiality Agreement.**

Candidates shall be required to complete a confidentiality agreement prohibiting candidates from sharing test information until the examination stage is completed. Candidates violating the confidentiality agreement will have their names removed from the eligibility list.

##### **4.8.17.3 Setting Pass Points.**

Consistent with the City's goal of establishing a transparent promotional procedure and upon Union written request to Employee Relations filed within ten (10) days of establishment of the preliminary eligible list, City staff will meet with the Union and its testing consultant to explain the setting of pass points. Such information shall not be distributed to anyone except if required by law.

The City will comply with EEOC Uniform Guidelines on Employee Selection Procedures.

#### **4.8.18 Answer Sheets To Observer.**

Upon completion of administration of the multiple choice examination, the observer shall accompany the City exam representative from the test site to a copy machine. Thereupon, the City shall copy the answer sheets and shall provide copies of the candidates' answer sheets to the observer.

Once the observer is given copies of the answer sheets, he/she shall initial each copy. City will maintain custody of the original answer sheets and the initialed copies. A candidate may compare the initialed copy of his/her answer sheet with his/her original answer sheet after the candidate has completed the key review and before phase two of the examination. At the candidate's request, a designated representative may also make such comparisons of answer sheets within the above stated time frames.

#### **4.8.19 Accuracy Of Scoring.**

Consistent with the City's goal of establishing a transparent promotional procedure, the Union may submit a written request to the Personnel Director within five (5) business days after the establishment of an Eligible List to review the scoring methodology and accuracy of the mechanical scoring of any portion of the examination. The Personnel Director shall meet with the Union within 30 days of the date of the Union's request.

#### **4.8.20 Preserving Of Raters' Scores, Notes, And Audio Tapes.**

To the extent required by law, the City shall continue its practice of preserving raters' score sheets, notes, and a record of appropriate audible portions of the examination. Upon submitting a written request to the Human Resources Director within ten (10) days of receiving notification of the results of the examination, the unit member may obtain the preserved raters' score sheets and listen to the preserved record of appropriate audible portions of the examination.

Raters will normally review the emergency simulation portion of the audio recording prior to final ratings. Failure to review the emergency simulation portion of the audio recording will result in an automatic review by the Director of Human Resource Management (or designee) consistent with the following.

Disputes regarding the raters' scores of a unit member covered under this Agreement may not be grieved under Article 9. However, the union and/or impacted unit member may file a written Complaint if a dispute arises over the raters' score and the objective factors used during the testing process. The complaint shall be filed with the Director of Human Resource Management (or designee) with seven (7) calendar days of receiving the results of the examination. The Complaint must specifically identify the dispute over the objective factor(s). The City shall meet with the Union and/or impacted unit member within five (5) calendar days of the filing of the Complaint in an attempt to resolve the dispute. If the dispute is not resolved, the Director of Human Resource Management (or designee) shall issue a written decision that is binding on all parties.

#### **4.8.21 Examination Observer.**

The Union may elect to designate an observer for each examination, who may be an active or retired Firefighter of equal or higher rank. There may be multiple observers if there are multiple boards. If an observer is selected only that one individual may be utilized for the process, subject to the following conditions:

The observer shall report to the City and Union those examination process irregularities, if any, which appear to discriminate on the basis of race, creed, religion, sex, national origin, age, handicap, or on any basis prohibited by law.



**4.8.21.1 Reporting Perceived Irregularities.**

The observer must first report such perceived irregularities to the examination administrator by the conclusion of the examination phase in which the alleged irregularity occurs. If an irregularity would not otherwise be identifiable except that it reoccurs in a pattern, then the observer must report to the exam administrator by the conclusion of the phase in which the pattern was first identifiable to the observer. If the concern is not resolved by the examination administrator, the observer shall promptly report the concern to the Director of Personnel Resource Management and the President of the Union.

**4.8.21.2 Observer Behavior And Standards.**

If no irregularities are reported by the end of the examination phase, the observer may not raise an issue solely related to that examination phase at any later time.

The observer shall not be concerned with or report the content of an examination.

The observer shall not report on the comparative performance of candidates participating in an examination. The observer shall not discuss the performance of an individual candidate, unless that candidate files a grievance alleging discrimination as defined in Section 1.2. In that case, the City, the Union, and the observer will meet to discuss the observer's observations regarding the candidate's performance.

The observer shall be present in all phases of the examination, including the following: All training of the raters; the examination process itself, except in the case of simultaneous exercises where the observer can physically watch only one exercise without being disruptive; and scoring sessions with the raters.

The observer shall not talk, disrupt, or provide clues to any candidate or rater during the examination process, interrupt proceedings in progress, or otherwise disturb the examination process.

The observer shall at all times protect the confidentiality of the examination content and candidates' performance, except with regard to reports to the parties as provided for in Section 4.8.20.

In any proceeding where the Union and the City are adverse parties, neither the Union nor the City shall call or subpoena the observer to testify or report about the observers perceptions of a candidate's performance.

A copy of this Section 4.8.20 shall be distributed to the observer who is chosen to participate in an examination process.

#### **4.8.22 Examination Observer Selection.**

Observers for promotional examinations should be selected on the basis of the following criteria:

- 4.8.22.1** The selection of an observer may not be limited to members of the Fire Service; however, if an observer is from another Fire Department, the observer should be at least one rank above that of the candidates being examined. For Firefighter/ Fireboat Operator, Firefighter/Fireboat Engineer, and/or Fire Investigator examinations, the observer need not be at least one rank above that of the candidates being examined.
- 4.8.22.2** Prior to the examination, and no later than five (5) business days before the examination, the observer shall be selected by mutual agreement between the Fire Chief or designee and the President of the Union from a list of five (5) names provided by the Union; or the parties may mutually agree to a person not on the list. Failing agreement, the parties shall alternately strike from the list with the first party to strike to be determined by lot.
- 4.8.22.3** The Union shall make every reasonable effort to include minorities and women on the observer list, described above.
- 4.8.22.4** In the event an observer cannot be recruited or must remove himself/herself from the process and a substitute cannot be found at least three (3) business days before the examination, the examination will continue without a replacement or substitute observer. More than one substitute for the same promotional examination shall not be allowed.

#### **4.8.23 Position Filled And Vacant.**

The City agrees to provide a list to the Union on a quarterly basis (July, October, January and April) identifying the number of both filled and unfilled positions in each promotional rank.

### **4.9 Training Company.**

#### **4.9.1 Assignment To Training Company.**

The Fire Chief may make an administrative assignment to establish a “Training Company.” The Training Company may be assigned to the Training Center for up to eight (8) hours per day, plus travel time, to engage in training related activities that enhance operational efficiency in regards to emergency services, including, but not limited to, preparing for training, instructing, evaluating, and maintaining

training equipment. While at the Training Center, the Training Company will be under the supervision of the Director of Training. The Fire Chief, after conferring with Chief Officers, shall designate the Director of Training and the Training Company, to further the training mission of the Fire Department. The Fire Chief or designee shall rotate the company quarterly.

#### **4.9.2 Single Company.**

The Training Company will not be comprised of “details” from multiple companies, but assigned as a single company.

#### **4.9.3 Training Premium Pay.**

Employees assigned to the Training Company shall be entitled to premium pay for hours worked in association with their training assignment, in accordance with Section 2.9.7.2 of this MOU.

#### **4.9.4 Working Cooperatively.**

The Fire Chief and the Union have agreed to work cooperatively to further the mission, goals, training and professionalism of the Fire Department. Training, assignments and detailing of employees is necessary for organizational growth to occur. The Fire Chief and the Union agree that tracking of training, assignments and details is important to assure compliance with the MOU. Toward that end, the Battalion Chief at Battalion 2 shall have primary responsibility for monitoring departmental scheduling, with the assistance of the Training Officer assigned to a 40 hour week.

### **4.10 Fireboat (Station 2) And Airport.**

#### **4.10.1 Maintenance Duties.**

Incumbent Firefighter/Fireboat Operators and Firefighter/Fireboat Engineers shall be detailed to perform the fireboat maintenance. Incumbent Firefighter/Fireboat Operators and Firefighter/Fireboard Engineers shall be detailed to perform fireboat maintenance for at least two hours each day. At least once (1) each week when detailed to perform fireboat maintenance, the incumbents shall spend up to three (3) hours operating the foam pump underway and checking all functions. Once each month, the incumbents shall be detailed to spend up to six (6) hours repacking the pump, servicing batteries, recording all hydrometer readings in the battery log, and testing the bilge alarm. Infrequently, the Fire Chief may temporarily detail incumbent Firefighter/Fireboat Operators and Firefighter/Fireboat Engineers to perform the duties described in Section 4.5.1.

**4.10.2 Change Maintenance Of Fireboat, Reopen Station 2, Add Paramedic At Airport.**

If the City decides to change its current practice of maintaining the fireboat and reopens Station 2, or adds Firefighter/Paramedics at the airport, the City will give the Union notice and opportunity to bargain the impacts of the City's decision by following Section 11.4.

## **ARTICLE 5: HEALTH AND FITNESS FOR DUTY**

### **5.1 On-Duty Physical Fitness Periods.**

Annually, the Fire Chief shall maintain a Master Calendar, which shall include training and drill periods, and fire prevention activities (e.g., commercial and vegetation management inspections), and which shall ensure bargaining unit members up to one and one-half hours per shift of physical fitness during a period that does not interfere with emergency response, training, or fire prevention activities.

### **5.2 Health Assistance Programs.**

#### **5.2.1 Counseling.**

City agrees to pay the annual cost of providing counseling services to bargaining unit members and/or dependents under a program approved by the City. Effective January 1, 2018, City will increase the maximum Employee Assistance Program (EAP) visits to twelve (12) for bargaining unit members. Bargaining unit members' spouse and eligible independents will continue to receive three (3) sessions per incident every 6 months. The City will also work with Local 55 to expand the services available to Sworn Fire Personnel, including but not limited to peer support programs.

#### **5.2.2 Physical Examinations.**

All bargaining unit members shall be required to take an annual physical examination paid for by the City. Such examination may include PSA and shall include chemical dependency testing. Chemical dependency tests administered to unit members shall be conducted according to Federal Department of Transportation standards. The examination will include the basic services described in Package A of Section 5.3 of this Agreement. Additional "package" services will be provided as required for certain designated bargaining unit members as determined by the Fire Department.

Physical examinations shall be scheduled according to Section 5.4 of this Agreement.

In the event that the contract for the physical examination services is put out for bid, the Union shall have one member on the City team responsible for selecting a vendor.

#### **5.2.3 Substance Abuse Treatment Program.**

In the event an inpatient and outpatient treatment is not available through the unit member's health care benefits, the City agrees to provide inpatient and outpatient treatment for alcohol and drug abuse for bargaining unit members. The cost of such services shall be limited to an aggregate life-time benefit of \$30,000 or a maximum

of two counseling programs, whichever is less, per eligible employee. Such treatments must be authorized by the City's Risk Management Division.

All information obtained in the course of examination, rehabilitation, and treatment of bargaining unit members with chemical dependency problems shall be protected as confidential medical information. No data concerning this information or participation in any approved rehabilitation program will be made part of the bargaining unit member's personnel file or will be provided to any party without the written consent of the bargaining unit member except as provided by law.

An individual who voluntarily comes forward to his/her supervisor, the City's Risk Management Division or the Employee Assistance Provider requesting assistance with chemical dependency shall have such request treated confidentially and the bargaining unit member shall not be subject to disciplinary action on the basis of self-identification.

#### **5.2.4 Hepatitis B Inoculation.**

At the bargaining unit member's option and at no cost to the unit member, the City agrees to provide Hepatitis B inoculations to any unit member whose medical plan does not provide such immunization without cost.

Bargaining unit members who have elected to receive Hepatitis B inoculations may request a follow up examination with the City Physician to determine whether or not the inoculations were effective. Such follow up examination shall be conducted at no cost to the unit member.

#### **5.2.5 Personal Exposure Record.**

The City agrees to provide each unit member with annual access to a personal exposure record service. The City shall provide the personal exposure record service through the California Professional Firefighters' Association. The Union shall provide the City with any data collected by the personal exposure record, including the number of bargaining unit members participating in the program, and the number of reports.

### **5.3 Physical Examination Services.**

The City retains the right to modify the precise tests and the City contracted medical service providers described in this Section as long as the tests are directly relevant to unit members' service in the Fire Department.

**Package A:** OFD Physical and Fitness Exam

Health and Fitness Exam

Health Questionnaire

Chemistry 23 Screen CHE23 and CBCw

Vision Titmus/Color Perception

Resting 12-lead EKG

Resting Blood Pressure

Blood Profile: SMA 20, Hemogram, Lipid Screen

Pulmonary Function Test

Audiogram

TB/PPD Skin Test (OSHA Compliant)

Hepatitis C Antibody Screen

Urine Substance Abuse/Drug Screen, with Instant Urine “Quick Test”

**Package B:** OFD Treadmill

Age 40 and over bi-annually or if medically indicated based on criteria.

**Package C:** OFD Treadmill with Cardiologist

Should an abnormality be discovered during any phase of the Package A services which indicates a cardiologist attend the exercise EKG, that firefighter will be tested at a City contracted provider.

**Package D:** Hazardous Material Exam (OSHA Compliant)

Supplemental Health Questionnaire

Heavy Metals (As/Hq/Pb) – Blood

Cholinesterase-Plasma

Cholinesterase RBC – Whole Blood

Hazmat Physical

Hemocult

X-Ray Chest

X-Ray B-Read/Interpretation

**Package E:** Prostate-Specific-Antigen (PSA) and/or Digital Rectal Exam (DRE) should be done annually for men beginning at age 50, unless indicated per race, age and/or family history factors.

Every two years, a NMP22 BladderChek will be made available to members.

City will reimburse members up to \$30 per year for the purchase of Hemastix or FIT Home Test.

In the event the Federal Drug Administration approves the IvyGene blood test, or other similar diagnostic test, for diagnostic purposes, the parties will meet and confer upon written request of one to the other to discuss the use of these tests to replace existing diagnostic tests. Changes will be by mutual agreement only.

#### **5.4 Scheduling Physical Exams.**

The City and the Union agree that the practice for scheduling the physical examination required by Subsection 5.2.2 shall be as follows:

**5.4.1** Each bargaining unit member's physical examination shall be scheduled annually within 300 to 415 days after the bargaining unit member's last physical exam.

**5.4.2** At least one scheduled regular shift prior to any portion of the physical examination, the City shall notify the bargaining unit member, via Telestaff, of the date, time and location for the examination. In addition, the City shall notify the unit member at home or on duty, via the Battalion Chief or designee, of the date, time and location for the examination. For the purpose of physical examination notification, a regular shift shall include prescheduled overtime and shift trades. The physical examination may be completed in one or two sessions. If an additional session is scheduled after the first session, the Department shall notify the bargaining unit member of the date, time and location of the second session.

**5.4.3** For the operational needs of the Department, the Department may reschedule any bargaining unit member's physical exam. After receiving notice of a scheduled physical examination, any bargaining unit member who goes off duty or does not report for the scheduled physical examination for any reason, other than the Department's rescheduling the exam for operational needs, shall be required to report for "for cause" Chemical Dependency Testing under the conditions described in Section 5.5. If the Department reschedules the exam, the bargaining unit member shall not be required to report for "for cause" testing.

#### **5.5 Chemical Dependency Prevention Program.**

City and Union agree that the use and/or being under the influence of alcohol and/or drugs on the job detrimentally affects the work performance, safety, security, and public confidence of bargaining unit members and the health and welfare of the Citizens of Oakland. Therefore, the City and Union agree to the establishment of a Chemical Dependency Prevention Program for the exclusive purpose of the early identification and



referral for treatment of those bargaining unit members with chemical dependency problems. Toward this objective, the components of the Chemical Dependency Program are as follows:

**5.5.1 Chemical Dependency Awareness Training.**

The City shall provide to all sworn bargaining unit members an ongoing training program designed to make them aware of the dangers of chemical dependency and provide them an opportunity to seek assistance, if necessary.

**5.5.2 Chemical Dependency Testing.**

**5.5.2.1** Except as provided for in Subsection 5.2.2, entitled “Physical Examinations,” bargaining unit members will be required to undergo chemical dependency testing only in those circumstances where specific facts become apparent to the supervisor which reasonably lead him/her to conclude that the bargaining unit member is under the influence of alcohol or drugs while on the job.

A bargaining unit member who refuses an order to test or who refuses to test as a part of the annual physical will be subject to termination. "An order to test" includes the requirement that the bargaining unit member sign a limited release form as described in Subsection 5.5.2.2 below.

"An order to test" also includes the requirement that the bargaining unit member provide a blood or urine sample and/or submit to a breath alcohol test when requested to do so by an authorized representative of the City’s contracted occupational medical provider, regardless of whether such representative is a medical doctor and regardless of whether a medical doctor is present.

Nothing herein is intended or understood to abrogate or modify the City of Oakland policy and procedures established by applicable Administrative Instructions.

**5.5.2.2** All testing of bargaining unit members for chemical dependency will be conducted only through methods with proven reliability, with agreed upon forensic standards that include:

- Specimens collected under the direction of medical supervision;
- Patient provides sample in private, except in cases where the medical staff determine the presence of a doctor or nurse is required to insure the sample is from the individual being tested;

- Receiving and testing the specimen for authenticity using various parameters, i.e. temperature, specific gravity, etc.;
- Patients complete appropriate releases giving their consent for the test as well as acknowledging that they are doing so after being fully informed of which tests are being performed.

In "for cause" testing situations only, when possible, and provided it does not interfere with the sample collection, bargaining unit members shall be permitted representation during the sample collection process upon request. Requested representation shall be permitted during any interrogative interviews with the affected bargaining unit member that could lead to a decision by the appointing authority to take adverse action against the bargaining unit member or to require a sample, regardless of whether these interviews occur before or after the sample is taken.

**5.5.2.3** Bargaining unit members will receive testing consistent with the current U.S. Department of Health and Human Services mandatory guidelines for drug testing. The City agrees to administer Urine Substance Abuse/Drug Screen, with Instant Urine "Quick Test."

**5.5.2.4** A controlled chain of custody with testing samples, as follows:

- Samples taken will be sealed, signed by donor and held in a secure area until picked up;
- Custody of sample will be documented as it moves through the testing process.

**5.5.2.5** An individual who voluntarily comes forward to his/her supervisor, the City's Employee Assistance Program requesting assistance with chemical dependency shall have such request treated confidentially and the bargaining unit member shall not be subject to disciplinary action on the basis of their self-identification.

**5.5.2.6** Bargaining unit members whose test results are positive may be required to enter and successfully complete an approved treatment program.

**5.5.2.7** All information obtained in the course of examination, rehabilitation, and treatment of bargaining unit members with chemical dependency problems shall be protected as confidential medical information. No data concerning this information or participation in any approved rehabilitation program will be made part of the bargaining unit member's personnel file or will be provided to any party without the

written consent of the bargaining unit member except as provided by law.

**5.5.2.8** The standards and provisions of Section 5.5.2.4 shall be utilized for the chemical dependency testing conducted during the annual physical examination.

**5.5.2.9** At the Fire Chief's sole discretion, the Fire Chief may agree to place a unit member who tests positive, either through his/her annual physical exam drug screen or for "cause," on a "last chance agreement" contract either with or without imposing discipline up to a two-shift suspension. The parties agree that the only acceptable "last chance agreement" is attached as Appendix F and incorporated into this MOU.

Any disciplinary action will be held in abeyance while a bargaining unit member is successfully participating in an approved rehabilitation program, except as provided herein. "Successfully participating" shall be solely and exclusively the determination of the Employee Assistance Program representative.

The parties agree that during the time that a bargaining unit member is the subject of and signatory to a "last chance agreement" he/she shall have the right to compete in any promotional examination and shall not be precluded from working overtime. If on an eligible list, the unit member shall not be considered for any promotional position until the completion of the approved rehabilitation program." No grievance may be initiated regarding the invocation and imposition of this paragraph except if it is alleged that a clerical error has occurred concerning the applicable dates of the following documents: "last chance agreement," the eligibility list; or the promotional exam.

If the City imposes any disciplinary action for a member's violation of a "last chance agreement," the sole issue on any appeal hearing whether before an arbitrator or the Civil Service Board shall be limited to the question of whether the member violated the last change agreement and it will not be necessary for the City to prove "just cause."

Nothing herein is intended or understood to abrogate or modify the City of Oakland policy and procedures as established by Administrative Instruction 577.

Nothing herein is intended or understood to abrogate or modify the Department's right to take disciplinary action for any cause or reason separate from the incident giving rise to the bargaining unit member's participation in the last chance agreement.

### **5.5.3 Chemical Dependency Prevention Aftercare.**

The success of an individual's rehabilitation from chemical dependency is closely related to the continuation of treatment after initial assistance is provided. To that end, the following guidelines for aftercare are instituted:

- 5.5.3.1** Bargaining unit members returning to work following a chemical rehabilitation program shall participate in a back to work conference with his/her supervisor and the City's Risk Management Division. The conference may be held in one or two sessions (one at the treatment facility, one at the work place); however, all of the above individuals must be present in at least one of the sessions.
- 5.5.3.2** A discharge summary shall be sent by the rehabilitation program to the City's Risk Management Division.
- 5.5.3.3** The aftercare program of the treating facility must be agreed to and followed by the returning unit member.
- 5.5.3.4** Following return to work, the bargaining unit member shall participate in an aftercare program for a period of at least one (1) year. As evidence of compliance, the aftercare agency shall send a quarterly report to the Employee Assistance Program Coordinator.
- 5.5.3.5** After two (2) years of the aftercare program, there shall be a combined meeting of the same people identified above to evaluate the continued progress of recovery.

### **5.5.4 Indemnification.**

The City shall hold the Union harmless and shall fully and promptly reimburse the Union for reasonable legal fees and costs incurred in responding to or defending against any claims or disputes against the Union that are actually filed against the Union or any of its agents in connection with the administration or enforcement of the annual chemical dependency testing.

## **5.6 Fitness For Duty Testing Exams.**

As required by Sections 6.2.2.4.4 and 6.2.3.1.5, the City may require a unit member to pass a return to work fitness for duty exam. For physical examinations, the City may require the unit member to pass a functional capacity exam, and the Essential Function Job Analysis (EFJA) for the unit member position will establish the standard for the functional capacity exam. EFJA's are maintained by the Risk Management Division of Human Resources Management. The parties understand that the tests in Appendix G may change if any unit members' essential functions change for safety reasons as required by law. The City will notify the Union when changes are made to an EFJA for a position in the bargaining unit.

In addition, the City reserves its right under law to require a unit member to successfully pass a fitness for duty exam demonstrating that the unit member can perform the essential functions of the unit member's position with or without reasonable accommodation.

## ARTICLE 6: LEAVES OF ABSENCE

### **6.1 Sick Leave Accrual And Use.**

#### **6.1.1 Annual Earned Sick Leave.**

A bargaining unit member shall earn sick leave at the following rates:

**6.1.1.1** Each bargaining unit member assigned to the 24-hour suppression line work week schedule shall earn sick leave at the rate of 5.54 hours per pay period up to a maximum of 144 hours per calendar year.

**6.1.1.2** Bargaining unit members assigned to a 40 hour per week schedule shall earn sick leave at the rate of 3.69 hours per pay period up to a maximum of 96 hours per calendar year.

#### **6.1.2 Accumulated Earned Sick Leave.**

If a unit member does not use the days of earned sick leave authorized in Subsection 6.1.1, the number of unused days shall be accumulated from year to year up to a maximum of 2,338 hours.

#### **6.1.3 Use Of Sick Leave.**

Bargaining unit members shall use earned and unused accumulated sick leave according to Department Policies. Sick leave shall be used and deducted on an hour-for-hour basis.

#### **6.1.4 Retirement Credit For Unused Accumulated Sick Leave.**

Effective July 1, 2008, for a bargaining unit member who retires with an effective date within four (4) months of separation from the City, the City shall certify to CalPERS, all unused days of sick leave that were accrued by the unit member during the normal course of his/her employment with the City. Pursuant to Government Code Section 20965 and the City's CalPERS contract, 0.004 year of service credit will be granted for each certified unused day of sick leave accrued by the member during the normal course of his/her employment with the City.

Sick leave days shall not be eligible to be "sold back" under any City policy/practice.

### **6.2 Injury And Illness Procedures.**

#### **6.2.1 Definitions.**

**City Physician:** The physician contracted by the City.

**Industrial Injury:** Any injury arising out of and in the course and scope of an individual's employment with the City.

**Health Care Provider:** The professional who treats a qualified individual with a disability under the California Fair Employment and Housing Act and/or the Americans with Disabilities Act, including physicians, surgeons, psychologists, acupuncturists, chiropractors, nurses or physician's assistants when directly supervised by a physician, physical therapists when providing treatment pursuant to a physician's orders, podiatrists, dentists, optometrists, nurse-midwives, Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts, or clinical social workers.

**Sick Leave:** A period of time taken by a bargaining unit member for the purpose of recuperation from a non-industrial injury or illness. Sworn bargaining unit members are entitled to sick leave as defined in Sections 6.1.1, 6.1.2, and 6.1.3 above.

**Treating Physician:** The health care provider who provides medical care and treatment to the patient for an industrial injury or illness. If the bargaining unit member wishes his or her personal health care provider to serve as the treating physician for an industrial injury or illness, the bargaining unit member must file a physician designation form with the Fire Division Manager. If the bargaining unit member does not file a designation form with the Fire Division Manager, the City Physician shall be deemed to be the treating physician for purposes of industrial injuries. The term "physician" for purposes of industrial injury or illness includes physicians, surgeons, psychologists, acupuncturists, chiropractors, podiatrists, dentists, and optometrists.

**Workers' Compensation Contractor/Third Party Administrator:** The entity contracted by the City that processes and administers all industrial injury claims.

## **6.2.2 Reporting.**

### **6.2.2.1 Industrial Injuries And Illnesses.**

All industrial injuries or illnesses shall be immediately reported to the bargaining unit member's direct supervisor, who will report the injury to the Fire Administration. Prompt reporting is necessary so that members can obtain all necessary authorizations for medical care. In order for the unit member to receive full benefits for an injury, the Third Party Administrator must accept the claim. State law provides that certain conditions are presumed to arise out of and in the course and scope of employment. The City agrees to honor the presumptions specified in and required by the California Labor Code. An individual medically diagnosed with a presumptive condition and unable to work shall be placed on leave pursuant to Labor Code Section 4850. The City reserves the right to challenge such presumptive diagnosis as provided

by law. Pending the outcome of a presumption challenge by the City, the affected individual shall remain on leave pursuant to Labor Code Section 4850.

Bargaining unit members filing Workers' Compensation claims for injuries that are not presumed to arise out of and in the course and scope of employment must qualify as a workers' compensation claim eligible for labor code 4850 benefit payments. A unit member shall receive on-the-job injury/illness leave (ICF) pending compensability determination by the City, so long as the claim is accompanied by a medical certification verifying an industrial causation and an inability to work from the City Physician (including city-designated occupational medicine clinics), a pre-designated physician, or in the event of an on-the-job injury requiring immediate medical care only, an emergency department treating physician. If a claim is determined ineligible for temporary disability benefits in accordance with applicable State Labor Code and WCAB standards, it shall result in disqualification of the unit member's injury/illness for leave under this provision. In that event, on-the-job injury leave previously granted for a disqualified injury/illness will be deducted from the unit member's other accrued paid leave balances (sick leave followed by vacation), or the unit member may reimburse the City in cash. .

**6.2.2.2 Non-Industrial Injuries And Illnesses.**

All non-industrial injuries or illnesses shall be reported to the bargaining unit member's direct supervisor and shall be documented in accordance with this Section pertaining to injuries and illnesses. The direct supervisor is responsible for delivering the documentation to the appropriate personnel at Fire Administration in a timely manner. All medical information concerning bargaining unit members shall be separately and confidentially maintained at the Fire Administration.

**6.2.2.3 Bargaining Unit Member Responsibilities Regarding Reporting.**

**6.2.2.3.1** Whenever a bargaining unit member suffers an industrial injury that requires medical treatment beyond first aid, the bargaining unit member and/or the bargaining unit member's supervisor must complete the following reports:

- |         |  |
|---------|--|
| 400-179 | Supervisor's Occupational Injury Report (immediate supervisor completes) |
| 528-42  | Bargaining Unit Member Statement (bargaining unit member completes)      |



5020	Employer's Report Of Occupational Injury Or Illness (typed and signed by the immediate supervisor, who submits the form for review and approval from the next level supervisor before submitting the form to the Fire Division Manager)
700-33/4-90	On-Duty Injury Report Form Check Off Sheet (immediate supervisor completes)
504-42 (DWC 1)	Bargaining Unit Member's Claim For Worker's Compensation Benefits (bargaining unit member completes part, immediate supervisor completes part)

New forms must be submitted for a reoccurrence of an injury.

- 6.2.2.3.2** All bargaining unit members must report all industrial injuries or illnesses to their immediate supervisor the same shift the injury or illness occurs or reoccurs. If the industrial injury or illness becomes apparent on an off-duty day, the bargaining unit member must call in to the appropriate station and report the incident to their immediate supervisor or a company officer on duty the same day the illness or injury becomes known or apparent.
- 6.2.2.3.3** Whether on or off duty, a bargaining unit member must complete documentation for an industrial injury claim by completing forms 504-42 (DWC 1) and 528-42 by the end of the shift or the same day the illness or injury becomes known or apparent and submit the forms to their immediate supervisor. The bargaining unit member also must document the reoccurrence of all industrial injuries or illnesses previously reported.
- 6.2.2.3.3** Any bargaining unit member who is going to be off-duty due to an industrial injury must contact the City Physician or the bargaining unit member's pre-designated treating physician as soon as it becomes evident that the bargaining unit member will miss any time from work.

- 6.2.2.3.4 A bargaining unit member on industrial injury or illness leave must call Administration at (510) 238-3856 each Wednesday to report their current medical status.
- 6.2.2.3.5 Immediately following all treating physician visits, the bargaining unit member must fax a status slip to the Administrative office, or deliver the form in person.
- 6.2.2.3.7 When a treating physician provides physical restrictions for an injured employee, the Fire Chief or designee may direct the bargaining unit member to a work assignment in accordance with the Transitional Work Policy.

**6.2.2.4 Bargaining Unit Member Responsibilities Related To Returning To Work After An Industrial Injury.**

- 6.2.2.4.1 A bargaining unit member who suffers an industrial injury must obtain a Return-To-Work Release from the City Physician and the bargaining unit member's treating physician, if the bargaining unit member has designated and is being treated by a treating physician, under the following circumstances:
  - The bargaining unit member has lost any time from work due to the industrial injury or illness; or
  - The bargaining unit member visits an emergency facility, even if the bargaining unit member is treated and released to work.
- 6.2.2.4.2 The bargaining unit member or the bargaining unit member's treating health care provider must fax or personally deliver the written return-to-work authorization(s) to Administration. The Fire Chief, the Fire Division Manager, or the Fire Chief's designee must review the paperwork and approve the release to work before the bargaining unit member may return.
- 6.2.2.4.3 After the Fire Chief or a Deputy Chief has cleared a bargaining unit member to return to work, the bargaining unit member shall advise his or her immediate supervisor of the release prior to 7:00 a.m. of the next working shift. Fire Administration will notify the Battalion Chief who will in turn notify the classified relief house and the company officer of the bargaining unit member's change in work status.

**6.2.2.4.4** A sworn member who is off work or performing transitional work for thirty (30) consecutive shifts (three (3) months) or more due to an industrial injury must take the fitness for duty test described in Section 5.6 before the member can return to full duty. The City Physician will determine whether the bargaining unit member has passed the Functional Capacity Test.

**6.2.2.4.5** A sworn member who is off work or performing transitional work for six (6) months or more due to an industrial injury must undergo a skills refresher course particular to their rank developed by the Training Division. The bargaining unit member must take the skills refresher course during scheduled workdays, and is entitled to compensation for the time spent taking the course.

**6.2.2.5 Battalion Chief Responsibilities Regarding Industrial Injuries.**

**6.2.2.5.1** All Battalion Chiefs must notify the Fire Division Manager or designee by phone the same shift that an industrial injury or illness is reported to them.

**6.2.2.5.2** All industrial injuries or illnesses must be documented using the forms specified above, whether the injury or illness is new or a reoccurrence.

**6.2.2.5.3** The immediate supervisor of the injured bargaining unit member must sign injury forms 5020, 504-42 (DWC 1), and 400-179.

**6.2.2.5.4** Supervisors must complete industrial injury and illness reporting forms before the end of the shift on which the injury is reported. Supervisors must submit the completed forms by personal delivery to the Administration offices no later than 5:00 p.m. the next business day after the industrial injury or illness. Forms must be completed as outlined above. It is the responsibility of the Battalion Chief to ensure this deadline is met and the paperwork is properly delivered.

**6.2.2.5.5** All stations must maintain a journal containing the name of the person injured or ill, and the date of the injury or illness. Documentation containing details of the injury or illness, such as its nature, diagnosis, prognosis, and treatment, will be kept in separate and confidential files in the Administrative office of the Department. The Administrative office of the Department shall maintain the

Log and Summary of Occupational Injuries and Illnesses,  
Form Cal/OSHA No. 200, as required by law.

**6.2.2.6 Administrative Responsibilities Regarding Industrial Injuries And Illnesses.**

- 6.2.2.6.1** Department administrative staff will serve as a liaison with the Worker's Compensation Contractor/Third Party Administrator for all workers' compensation claims. The staff person will communicate directly with the Chief, Deputy Chiefs, Personnel Officer, supervisors, the Citywide Worker's Compensation Coordinator, and staff of the Third Party Administrator.
- 6.2.2.6.2** Designated administrative staff will maintain confidential files for all injured personnel containing all medical documentation submitted to the Department.
- 6.2.2.6.3** If a bargaining unit member takes a designated vacation leave and suffers a reoccurrence of an industrial injury during the vacation time, administrative staff cannot change the time to industrial leave and restore vacation until the Third Party Administrator approves the time as compensable under Labor Code Section 4850.
- 6.2.2.6.4** The administrative staff will process industrial injury and illness forms and submit the required forms to the Third Party Administrator within one business day of receiving the forms.
- 6.2.2.6.5** The administrative staff will send an introductory acknowledgment letter to each injured worker within five calendar days after the required forms are submitted to Administration.

**6.2.3 Non-Industrial Injury Or Illness Procedures.6**

**6.2.3.1 Bargaining Unit Member Responsibilities Regarding Non-Industrial Injuries Or Illnesses.**

- 6.2.3.1.1** All bargaining unit members must report all non-industrial injuries or illnesses to their immediate supervisor the same day the injury or illness occurs, unless the bargaining unit member is off duty, in which case the bargaining unit member must call in

by 7:00 a.m. the day of the bargaining unit member's scheduled shift.

- 6.2.3.1.2** If a bargaining unit member has been off duty for one or more shifts with a non-industrial injury (as opposed to illness) the bargaining unit member must submit a release from their treating physician, if the bargaining unit member has designated and is being treated by a treating physician. The Fire Chief, or the Fire Division Manager or designee must review all medical paperwork and authorize the return to work.
- 6.2.3.1.3** A bargaining unit member who is off work for more than one shift but less than fifteen (15) calendar days due to illness must provide a treating physician's authorization to return to work to the bargaining unit member's immediate supervisor prior to returning to work. It is not necessary to have the paperwork reviewed by Administration prior to return to work for an illness lasting less than fifteen (15) calendar days. Any bargaining unit member who is off work for fifteen (15) calendar days or more due to illness must submit a release from the treating physician. The Fire Chief, the Fire Division Manager, or the Fire Chief's designee must review all medical paperwork and authorize the return to work.
- 6.2.3.1.4** A sworn member who is off work for thirty (30) consecutive shifts (three months) or more for either (1) on duty illness or injury; (2) performing transitional work (ADA/FEHA qualified); or, (3) for a non-industrial injury or illness must take the Functional Capacity Test described in Section 5.6 before returning to full duty. The City Physician will determine whether the bargaining unit member has passed the Functional Capacity Test. In addition, a sworn member who is off work for six (6) months or more due to a non-industrial injury or illness must undergo a skills refresher course particular to their rank developed by the Training Division. The refresher course will begin after the bargaining unit member is placed on light duty, consistent with the unit member's limitations, or has passed the Functional Capacity Test. The bargaining unit member must take the Functional

Capacity Test and skills refresher course during scheduled workdays, and is entitled to compensation for the time spent taking the course.

- 6.2.3.1.5 If a scheduled vacation day(s) is missed during a leave for a non-industrial injury or illness, the vacation must be taken within a one (1) year time period from the date of return to full duty. The Fire Chief or his/her designee will grant the vacation leave based on the Department's operational needs.

If the vacation is not taken within the one (1) year time period, the Department will compensate the bargaining unit member for the vacation leave missed.

**6.2.3.2 Battalion Chief Responsibilities Regarding Non-Industrial Injuries And Illnesses.**

- 6.2.3.2.1 All Battalion Chiefs must notify the Fire Division Manager or designee by phone the same shift that they are notified of a non-industrial injury or illness by completing form 538-12.

- 6.2.3.2.2 Documentation containing details of the injury or illness will be kept in the Administrative offices in confidential files.

**6.2.3.3 Administrative Responsibilities Regarding Non-Industrial Injuries And Illnesses.**

- 6.2.3.3.1 A designated Department administrative staff person will serve as a coordinator for tracking and monitoring sick leave. The staff person will communicate directly with the Chief, Deputy Chiefs, Personnel Officer, and supervisors. The staff person will ensure that clear communication and follow-through takes place as necessary. If the sick leave coordinator is absent for an extended period of time, an alternate will be appointed and division supervisors will be notified.

- 6.2.3.3.2 Designated administrative staff will maintain confidential files for all injured personnel containing all medical documentation submitted to the Department.

**6.2.3.3.3** If a bargaining unit member takes a designated vacation leave and becomes seriously ill or industrially injured during the vacation time, the unit member may request that the time be charged to sick leave and not to vacation time. At its discretion, the Fire Department may grant the unit member's request.

**6.2.3.3.4** Administrative staff shall notify ill or injured unit members before benefits are exhausted.

### **6.3 Pregnancy Leave And Work During Pregnancy.**

Bargaining unit members may take pregnancy disability leave under the terms and conditions of City Administrative Instruction Number 567, Family Care and Medical Leave, Pregnancy Disability Leave, and Paid Family Leave, except as modified by this MOU. Copies of City Administrative Instruction Number 567 shall be posted at all bargaining unit member work sites and copies shall be available for unit members at all bargaining unit member work sites.

#### **6.3.1 Pregnancy Disability Leave.**

A bargaining unit member is entitled to up to four (4) months of leave for pregnancy disability. For the first six (6) weeks of the pregnancy disability leave, it shall be presumed that the bargaining unit member is disabled. In order to qualify for pregnancy disability leave in excess of six (6) weeks, the bargaining unit member must be actually disabled by pregnancy, childbirth, or related medical conditions. Four (4) months means the number of days the bargaining unit member would normally work within a four (4) month period, generally 88 work days for civilians or 17 weeks for shift bargaining unit members. Pregnancy disability leave may be taken in a continuous block or on an intermittent basis, when medically advisable. Pregnancy disability leave has no minimum required length of employment for eligibility.

#### **6.3.2 Approval of Leave Requests.**

While the Deputy Chief approves and administers all pregnancy leave requests, the ultimate policy oversight and approval rests with the Fire Chief, who is the City Manager's designee under City A.I. No. 567.

#### **6.3.3 Transfer To Non-Hazardous Duty.**

A pregnant bargaining unit member may request to transfer to a non-hazardous duty assignment within the department by submitting the request to the Personnel Officer with a certification signed by the bargaining unit member's health care provider.

- 6.3.3.1 The bargaining unit member shall be granted time off, with full pay and benefits, until an appropriate assignment can be determined.
- 6.3.3.2 The bargaining unit member shall not lose any benefits including rate of pay, step increases, raises, retirement, sick leave, vacation, medical insurance, or seniority while in a paid status.
- 6.3.3.3 The bargaining unit member shall remain in that non-hazardous assignment until the bargaining unit member is no longer disabled due to pregnancy or related medical condition and her health care provider certifies that she is able to resume the duties of her regular assignment.
- 6.3.3.4 The bargaining unit member shall be entitled to all of the rights and privileges of transitional work provisions set forth in Section 6.10.

**6.3.4 Continuation In Non-Hazardous Duty Assignment.**

At the conclusion of the pregnancy and/or pregnancy disability, the bargaining unit member may request to remain assigned (or be assigned if not previously on non-hazardous duty) to a non-hazardous duty assignment. The request shall be granted if the request is accompanied by medical certification that it is inadvisable for the member to return to hazardous duty or if the member is physically unable to pass a required return to duty test. In all other cases, requests under this Section shall be granted at the discretion of the Fire Chief. The total time a bargaining unit member can be assigned to non-hazardous duty under Section 6.3.3 and Section 6.3.4 shall not exceed one (1) year. Nothing in this Section is intended or understood to abrogate or modify the City of Oakland policy and procedures as established by Administrative Instruction 139.

**6.3.5 Rights Retained By Unit Members On Pregnancy Disability Leave.**

**6.3.5.1 Station Bidding.**

Unit members on pregnancy disability leave and pregnant unit members who have transferred to less strenuous/hazardous duties may participate in station bidding to the same extent as other unit members on disability leave or transitional duty assignments.

**6.3.5.2 Participation In Training And Promotional Exams.**

With a health care provider's certification, eligible unit members who have transferred to less strenuous and/or hazardous assignments may attend any required training, drills, or classes



to ensure continued licensure or certification. They also may participate in a promotional examination with a health care provider's certification that the bargaining unit member may perform the manipulative/physical portion of the promotional examination.

**6.3.5.3 Use Of Accrued Paid Leave.**

During unpaid FMLA/CFRA and/or Pregnancy Disability Leave, the bargaining unit member may use sick leave, vacation leave, long term disability (if eligible), or any combination of the above that best meets the needs of the employee. The City may compel the employee to use all paid leave, except that the employee shall have the right to retain up to 144 hours of accrued sick leave.

**6.3.6 Return To Work.**

**6.3.6.1** As a condition of the bargaining unit member's return to work from pregnancy disability leave or transfer, the bargaining unit member will be required to follow the same procedures that any other bargaining unit member would have to follow for return to work following a non-pregnancy related disability or transitional work assignment. No additional or special return to work requirements shall be imposed for a return from a pregnancy disability related leave or transfer.

**6.3.6.2** Any sworn bargaining unit member off work for a period longer than three months will be required to pass the Section 5.6 fitness for duty test prior to being allowed to return to regular and customary duties.

**6.3.7 Probationary Unit Member.**

In the case of probationary bargaining unit members, their probationary period will be extended for the length of time they are on leave. Upon return to full duty the probationary period will resume at the point at which the leave began.

**6.4 Family Medical Leave Act/California Family Rights Act.**

**6.4.1** Bargaining unit members may take family care and medical leave as prescribed in the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Such rights shall be implemented as set forth in City policies (Instruction Number 567, Family Care and Medical Leave, Pregnancy Disability Leave, and Paid Family Leave), except as modified by this MOU. The Department may not prohibit spouses from taking simultaneous FMLA/CFRA leave. However, consistent with A.I. 567, if both parents/spouses/domestic partners are employed by the City the total combined leave entitlement for the birth, adoption, or foster

care placement of their child is 12 workweeks in a 12-month period. The 12 weeks does not have to be divided evenly between the two parents/spouses/domestic partners.

#### **6.4.2 CFRA (Birth Bonding).**

CFRA leave is available to an eligible bargaining unit member for birth bonding after the birth of a child and upon termination of any pregnancy disability. The CFRA leave period is 12 workweeks and must commence within 12 months of the birth of the child. All medical benefits will continue during the CFRA leave regardless of whether it is paid or unpaid. The Department may also grant CFRA leave if a bargaining unit member continues to be disabled by pregnancy after the exhaustion of pregnancy disability and prior to the birth of the child. The use of CFRA leave during a pregnancy-disability leave shall be granted at the discretion of the Fire Chief.

#### **6.5 Use Of Accrued Paid Leave.**

During unpaid FMLA/CFRA and/or Pregnancy Disability Leave, the bargaining unit member may use sick leave, vacation leave, long term disability (if eligible), family medical leave or any combination of the above that best meets the needs of the employee in accordance with FMLA and/or CFRA. The City may compel the employee to use all paid leave, except that the employee shall have the right to retain up to 144 hours of accrued sick leave.

#### **6.6 Unpaid Leave Of Absence After Exhaustion Of Other Leaves.**

Once a bargaining unit member has exhausted pregnancy disability leave, FMLA leave, CFRA leave, sick leave (except for 144 hours) and vacation time the bargaining unit member may request a leave of absence without pay for family care under Civil Service Rule 8. This must be recommended by the Fire Chief and approved by the Civil Service Board under a request for a Leave of Absence Without Pay for up to one year.

However, as the leave commences, the employee shall be allowed to use one shift of accrued paid leave during each pay cycle to maintain benefits. Leave time shall be deducted at the shift status (8 hours or 24 hours) rate that the employee was on immediately before the leave commences.

#### **6.7 Donation Of Vacation Pay To Seriously Ill And Financially Needy City Employees.**

By complying with the City's Administrative Instruction and Resolution No. 55389 C.M.S., a bargaining unit member may donate the cash value of accrued unused vacation to a seriously ill and financially needy employee who has exhausted his/her paid leave benefits.

## **6.8 Family Death Leave.**

Upon approval of the Fire Chief or designee, a forty (40) hour schedule bargaining unit member may be granted family death leave at his/her regular base pay for a period not to exceed five (5) work days, provided such days are consecutive.

Upon approval of the Fire Chief or designee, a twenty-four (24) hour shift bargaining unit member may be granted family death leave at his/her regular base pay for a period not to exceed two (2) shifts, provided such shifts are taken within a two week period after the death.

Such leave shall not be charged against vacation or sick leave. Although a unit member shall not be eligible for family death leave until the unit member has worked full time for the City for a period of six (6) consecutive months, the Fire Chief or designee may grant the unit member an emergency shift trade for two (2) shifts, provided such shifts are taken within a two (2) week period after the death.

### **6.8.1 Definition Of Immediate Family.**

For purposes of this provision, immediate family shall be defined as mother, father, mother-in-law, father-in-law, husband, wife, domestic partner, grandparents, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, child, step-children, foster children, or any child for whom the bargaining unit member has functioned as a parent, or any relative living in the immediate household of the bargaining unit member.

### **6.8.2 Special Circumstances.**

In special circumstances involving the death of a person who has raised a bargaining unit member in lieu of a natural parent or who has been raised by a bargaining unit member in lieu of the natural parent, the Fire Chief or designee may consider granting family death leave under this provision to the affected unit member. In such cases, the unit member must receive written approval from the Fire Chief or designee prior to departure on such leave.

## **6.9 Union Business Leave.**

With the prior approval of the Fire Chief or designee, unit members designated by the Union may attend meetings, events, seminars, conferences, or conventions at local, state, and national levels. If a designated unit member cannot attend a local, state, or national seminar, conference, or convention in addition to performing the unit member's regular duties because of the time or location of the event, the City shall grant up to 750 working hours of paid leave of absence collectively to Union bargaining unit members during each year of this MOU. Beginning January 1, 2018, this amount shall be increased to 750 working hours in recognition for the use of Union Business Leave to further the interests of the Department.

Union members shall confirm use of Union Business Leave in writing to the Fire Chief or designee and then memorialize in Telestaff.

Hours shall only be deducted from the Union leave bank when the leave has been backfilled.

## **6.10 Transitional Work.**

Bargaining unit members who have sustained an industrial injury or illness that prevents the unit member from performing the full duties of the unit member's position may be eligible for temporary transitional work. A bargaining unit member who is a qualified individual with a disability under the California Fair Employment and Housing Act and/or the Americans with Disabilities Act, may be eligible for temporary transitional work as a reasonable accommodation when such work is available and does not constitute an undue burden for the Department.

### **6.10.1 Definitions.**

**Health Care Provider:** The professional who treats a qualified individual with a disability under the California Fair Employment and Housing Act and/or the Americans with Disabilities Act, including physicians, surgeons, psychologists, acupuncturists, chiropractors, nurses or physician's assistants when directly supervised by a physician, physical therapists when providing treatment pursuant to a physician's orders, podiatrists, dentists, optometrists, nurse-midwives, Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts, or clinical social workers.

**Modified Work:** A change from an original job classification to an alternate one on a temporary basis to allow the injured or disabled worker to perform in that alternate position. It may involve changing the work station or tools, removing tasks that the bargaining unit member cannot perform, reducing the time spent on a particular task (for example, 15 minutes rest for every hour doing data entry on a computer), moving the location of the job to avoid dusts or other exposures, or other changes.

**Transitional Work:** Temporary progressive work assignments to accommodate the physical limitations provided by a treating physician or health care provider to an individual who has sustained an industrial injury or illness or, as a reasonable accommodation, to a qualified individual with a disability eligible for accommodation under the California Fair Employment and Housing Act and/or the Americans with Disabilities Act.

**Treating Physician:** The health care provider who provides medical care and treatment to the patient for an industrial injury or illness. If the bargaining unit member wishes his or her personal health care provider to serve as the treating physician for an industrial injury or illness, the bargaining unit member must file a physician designation form with the Fire Division Manager. If the bargaining unit member does not file a designation form with the Fire Division Manager, the City

Physician shall be deemed to be the treating physician for purposes of industrial injuries. The term “physician” for purposes of industrial injury or illness includes physicians, surgeons, psychologists, acupuncturists, chiropractors, podiatrists, dentists, and optometrists.

## **6.10.2 Limitations.**

- 6.10.2.1** The Department will provide temporary transitional work assignments, where reasonable, for those bargaining unit members with industrial injuries whose treating physician or health care provider has designated physical limitations that prevent the bargaining unit members from assuming full-duty work. Such assignments may be provided on a similar, temporary basis, to bargaining unit members who are qualified individuals with disabilities under the California Fair Employment and Housing Act and/or the Americans with Disabilities Act, when such an assignment would constitute a reasonable accommodation and does not create an undue hardship for the Department.
- 6.10.2.2** Unless transitional work is required as a reasonable accommodation under state or federal law, the program exists at the discretion of the Fire Administration.
- 6.10.2.3** Each bargaining unit member may be placed in a transitional duty assignment for up to six (6) months. The Fire Chief, Fire Division Manager, or the Fire Chief’s designee shall evaluate each assignment to assure that the transitional work assignment is assisting the bargaining unit member to return to full duty assignment. This determination shall be reviewed every sixty (60) days and upon the completion of the six (6) month period of transitional duty, or earlier if warranted, the Fire Chief or the Fire Chief’s designee shall determine whether the assignment will be ended or extended. If the assignment is extended, the bargaining unit member will be reassigned to a new assignment at a different site in the Department. Transitional work assignments and the aggregate of all transitional work assignments shall not exceed one year, except as required as a reasonable accommodation under the law.
- 6.10.2.4** Each bargaining unit member must complete time sheets while on transitional work.
- 6.10.2.5** Probationary bargaining unit members who have an industrial injury or illness or are qualified individuals with disabilities under the California Fair Employment and Housing Act and/or the Americans with Disabilities Act shall be entitled to a transitional work assignment in the same manner as non-probationary employees. While on a transitional work assignment, the probationary period will stop until such time as the bargaining unit member is released to full duty. The bargaining unit

member will resume the probationary period at the point at which the unit member went off full-duty work.

This policy shall not be used to fill full-time vacant sworn or civilian positions in the Fire Department. In addition, this policy shall not be used to replace or augment benefits that have been exhausted under Labor Code Section 4850.

### **6.10.3 Use Of Sick Or Vacation Hours.**

**6.10.3.1** If a bargaining unit member suffers a non-industrial illness or injury while on transitional duty, the unit member must contact the unit member's immediate transitional work supervisor the day of the occurrence or the day the unit member is scheduled to return to work, if the injury occurs while the unit member is off duty, in accordance with the Industrial And Non-Industrial Injury or Illness Policy.

**6.10.3.2** While on transitional duty, the bargaining unit member may use vacation leave that was scheduled prior to the onset of the condition requiring transitional duty. If the unit member wishes to schedule additional vacation time, the unit member must submit a written request to the Fire Division Manager fifteen (15) days prior to the requested date. The Fire Division Manager or designee will review the request and will approve or deny the request within three (3) days. Use of vacation time shall be consistent with any applicable Memorandum of Understanding.

### **6.10.4 Transitional Duty Assignments.**

**6.10.4.1** The Deputy Chief or designee shall identify tasks and projects for the injured, ill, or disabled bargaining unit member within the physical restrictions identified by the treating physician or health care provider. The Department will keep a listing of all potential transitional jobs in a job bank. Examples of such activities are: conducting inspections of security bars or multi-unit residentials, organizing and restocking vehicles, providing public education, acting as a courier, performing data entry, providing company drill support, assuming reception duties, conducting public information research, assuming program development, acting as a site plan coordinator, and other work deemed appropriate by Fire Administration. Transitional work assignments are limited to assignments within the Fire Department.

**6.10.4.2** In addition to the medical restrictions and/or identified functional limitations, when making a transitional work assignment, the Deputy Chief or designee shall consider the needs of the Department, the qualifications of the employee, and the skills required to complete the task or project.

- 6.10.4.3** If at any point during the transitional work assignment the bargaining unit member is physically unable to perform transitional duties, the unit member shall be returned to injured status and re-evaluated by the unit member's treating physician or health care provider, or, in the case of a qualified individual with a disability, shall be considered for an alternate reasonable accommodation, if the accommodation is not unduly burdensome to the Department.
- 6.10.4.4** Bargaining unit members who are medically ready for transitional duty shall receive the first available assignment, provided the Deputy Chief or designee, in consultation with the employee, City Physician, and Equal Employment Office as appropriate, determines that the assignment is suitable for the bargaining unit member.

#### **6.10.5 Procedures.**

- 6.10.5.1** The treating physician or health care provider notifies the Deputy Chief or designee of the medical restrictions of the injured worker, or in the case of a qualified individual with a disability, the City Physician, Equal Employment Office, and Department, as appropriate, determine that the bargaining unit member is eligible for reasonable accommodation.
- 6.10.5.2** The Deputy Chief or designee reviews the job bank to determine if one of the assignments fits the restrictions set by the treating physician or, in the case of a qualified individual with a disability, the functional limitations and need for accommodation determined by the treating health care provider.
- 6.10.5.3** The Deputy Chief or designee notifies the injured bargaining unit member's transitional work supervisor of the bargaining unit member's medical restrictions and/or functional limitations, the approximate length of time that the bargaining unit member will be performing transitional work, and when the bargaining unit member must report to the transitional work assignment.
- 6.10.5.4** The Deputy Chief or designee will contact the bargaining unit member and provide the supervisor's name and assignment location.
- 6.10.5.5** The bargaining unit member reports to the work assignment at the designated time and, if sworn, in uniform.
- 6.10.5.6** The first transitional workday, both the supervisor and the bargaining unit member on transitional duty complete and sign the Transitional Work Agreement and fax a copy to the Deputy Chief or designee.
- 6.10.5.7** Bargaining unit members who are provided with transitional work assignments must advise their transitional work supervisor of all medical appointments that will require their absence from work at least

three (3) days prior to the appointment, unless the need for the appointment is unforeseeable.

**6.10.5.8** A forty (40) hour schedule bargaining unit member should attempt to make all doctor and therapy appointments either before or after work, or, if it is not possible to schedule the appointment before or after work, early in the morning or late in the afternoon, so appointments do not disturb the productivity of the workday.

A twenty-four (24) hour shift bargaining unit member should attempt to make all doctor and therapy appointments either before or after work, or, if it is not possible to schedule the appointment before or after work, early in the morning, so appointments do not disturb the productivity of the workday.

**6.10.5.9** If it is necessary to reschedule a medical appointment for any reason, a bargaining unit member must inform his or her supervisor immediately after doing so.

**6.10.5.10** The supervisor shall sign and submit time cards for the bargaining unit member and submit the timecards to the Department Payroll office by 5:00 p.m. each Wednesday.

**6.10.5.11** In determining whether a bargaining unit member's transitional work schedule is appropriate, commuting distances and times shall not be considered, except as required to be considered as a reasonable accommodation under the law.

**6.10.5.12** The Deputy Chief or designee, in concert with the City Physician and the bargaining unit member's treating physician or health care provider, where applicable, will monitor the employee's progress in the assignment.

## **6.11 Vacation Leave.**

### **6.11.1 Eligibility For Earned Vacation Shifts.**

A bargaining unit member shall be credited with vacation shifts from the date of his/her regular appointment by the City as a member of the Fire Department, on a monthly basis, at the rates described in this subsection. For the purpose of determining the amount of vacation shifts credited, an employment year shall be defined as the period of one (1) year from the anniversary date of such appointment by the City.

**6.11.1.1** From the first through the ninth employment years: seven (7) shifts for members working in fire suppression; fifteen (15) work days for members working on a 40 hour weekly schedule.



- 6.11.1.2 From the 10th through the 14th employment years: nine (9) shifts for members working in fire suppression; twenty (20) work days for members working on a 40 hour weekly schedule.
- 6.11.1.3 From the 15th through the 19th employment years: eleven (11) shifts for members working in fire suppression; twenty-five (25) work days for members working on a 40 hour weekly schedule.
- 6.11.1.4 From the 20th through the 24th employment years: twelve (12) shifts for members working in fire suppression; twenty-seven (27) work days for members working on a forty (40) hour weekly schedule.
- 6.11.1.5 From the 25th employment year and thereafter: thirteen (13) shifts for members working in fire suppression; thirty (30) work days for members working on a forty (40) hour weekly schedule.

**6.11.2 Scheduling Vacation.**

A bargaining unit member shall be permitted to pick vacation at the beginning of each fiscal year in accordance with Department policy. The amount of vacation that the bargaining unit may pick will equal the amount that the bargaining unit member will accrue as of the end of the same fiscal year.

6.11.2.1 **Minimum Vacation Draw.** During the vacation draw, an employee may draw their entire vacation allotment or withhold up to four shifts to be drawn later in the year in accordance with departmental policy.

6.11.2.2 **Vacation Requests Beyond Vacation Draw.** An employee can request from the department to use the remaining four shifts in accordance with policy either separately or consecutively, and if granted, then no vacation leave will be transferred to the HRA that year.

**6.11.3 Employees Assigned To A Forty Hour Work Week.**

Employees scheduled to work a forty (40) hour workweek may use their entire annual vacation accrual less ninety-six (96) hours within the fiscal year in which the vacation time is accrued and may request from the department to use the remaining 96 hours as vacation leave. If granted, then no vacation leave will be transferred to the HRA that year.

**6.11.4 Cash Out Eliminated**

There shall be no cash out of vacation except at the time of separation from employment.

**6.11.5 Separation From City Service.**

In the event that the bargaining unit member separates from the City service, for whatever cause (except in the case of death resulting from on-the-job injury), during the fiscal year for which the vacation has been paid by the City and not yet accrued, the bargaining unit member's final paycheck shall be adjusted on a pro rata basis in relationship to the period of service in the final year of employment.

**6.12 Military Leave.**

**6.12.1 Paid Military Leave.**

**6.12.1.1 Eligibility For Paid Military Leave.**

Any bargaining unit member who has completed one (1) full year of service with the Department, or one (1) full year of service with OFD and *active* military service combined, shall be entitled to receive his or her salary for the first 360 hours of a military leave period, including time going to and returning from military duty. This leave is limited to active duty, monthly training, and annual training periods.

**6.12.1.2 National Guard Service.**

A bargaining unit member who is a member of the *National Guard* shall receive his or her salary for the first 360 hours regardless of length of service.

**6.12.1.3 Military Pay.**

Military pay shall not exceed 360 hours in any one fiscal year.

**6.12.1.4 Unscheduled Reserve Drill Periods.**

A bargaining unit member is not entitled to paid active military leave for periods of inactive military duty such as unscheduled reserve drill periods.

**6.12.1.5 City Council Resolution 77044.**

Notwithstanding the foregoing provisions, City Council Resolution 77044 shall be applicable to bargaining unit members.

**6.12.1.6 Promotional Examinations.**

To the extent the City can practically and reasonably accommodate a bargaining unit member's request, a unit member on military leave may participate in a promotional examination.

**6.12.2 Unpaid Military Leave.**

**6.12.2.1** Any bargaining unit member who has not completed one (1) full year of service with the Department and/or the military and those who have already received 360 hours of paid leave in a calendar year may request an unpaid leave of absence or request to use his or her own accrued leave or vacation, annual or similar leave with pay during military absence.

**6.12.2.2** Unpaid military leave for a member of the *State Military Reserve* may not exceed fifteen (15) calendar days in any one (1) calendar year, including time involved in going to and returning from military duty.

**6.12.3 Reemployment.**

**6.12.3.1** Bargaining unit members whose military service is less than 360 hours must return to work no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of military service and the expiration of eight (8) hours after a period allowing for the safe transportation of the unit member from the place of service to that unit member's residence; or as soon as possible after the expiration of the period above.

**6.12.3.2** Bargaining unit members whose military service is more than 360 hours must make a request in writing for reemployment in accordance with federal law.

**6.12.3.3** The employer shall make all reasonable efforts to accommodate bargaining unit members returning from military service with a disability incurred or aggravated during that service in returning to their proper position. If the disability prevents the bargaining unit member from assuming the position in which the member would have been employed if the continuous employment of such person with the employer had not been interrupted by such service, the member shall be employed in any other position with equivalent seniority, status and pay, the duties of which the disabled individual is qualified to perform or would become qualified to perform with reasonable efforts by the employer. If this is not possible the bargaining unit member shall be afforded those rights provided by law.

#### **6.12.4 Benefits.**

- 6.12.4.1 Military absences shall not affect seniority. Bargaining unit members returning from military duty are entitled to the same seniority and other rights and benefits determined by seniority that they would have had if they had remained continuously employed.
- 6.12.4.2 Military absences do not affect employer contributions to PERS in accordance with PERS regulations. During military absences, the City will continue to make employer contributions to PERS and treat bargaining unit members as not having incurred a break in service for such purpose in accordance with PERS regulations.
- 6.12.4.3 If the bargaining unit member has been employed for at least one (1) year, the unit member will receive the same vacation, sick leave and holiday privileges that the unit member would have received absent military duty upon his/her return.
- 6.12.4.4 With regard to other rights and benefits, bargaining unit members are entitled to the same rights and benefits generally provided to other unit members having similar seniority, status, and pay who are on a furlough or leave of absence. Bargaining unit members may be required to pay the employee cost of such benefits to the extent that other unit members similarly situated are required to do so.
- 6.12.4.5 Bargaining unit members returning from military absence may not be discharged except for cause in accordance with federal law.

#### **6.12.5 Probationary Unit Members.**

- 6.12.5.1 Any probationary unit member who is a member of the reserve corps of the armed forces of the United States or the National Guard or of the Naval Militia is entitled to a temporary military leave for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity.
- 6.12.5.2 All probationary unit members must complete their probationary period upon reinstatement at the Department. However, probationary unit members will be permitted to use up to eight (8) shifts of military leave without any extension of their probationary period. This is in addition to the seven (7) shift offset permitted under Section 4.1 (for a total of 15 shifts or 360 hours).

#### **6.12.6 Procedures.**

- 6.12.6.1 Unless precluded by military necessity or other circumstances rendering written notice impossible or unreasonable, a bargaining unit member who is paid for military leave must submit a request for military leave

with the military orders in writing to the Department Administration at least two (2) weeks prior to the requested period of military leave by completing form No. 700-63/12/2000 entitled, "Request for Military Leave" in triplicate:

Original (white) to Administration (Personnel)

Pink to Battalion Chief or Supervisor

Yellow to the company or work site files

- 6.12.6.2** Unit members shall submit the original with the military orders directly to the Administration Office (Personnel) with the Battalion Chief's signature. After reviewing the original form, the Administration Office (Personnel) will grant or deny the military leave pay request and advise the Battalion Chief/Supervisor and company/work site accordingly.
- 6.12.6.3** Each period of leave requires a separate Request for Military Leave form.
- 6.12.6.4** It is the bargaining unit member's responsibility to ensure that Request for Military Leave form and orders are submitted in a timely manner. Incomplete or late requests will not be considered absent a showing that timely notice is precluded by military necessity or other circumstances rendering proper notice impossible or unreasonable.
- 6.12.6.5** Upon receipt of a Request for Military Leave form and orders, the Personnel Department will verify the bargaining unit member's cumulative military leave hours (year to date) with the Payroll department.
- 6.12.6.6** Military leave may be denied if the cumulative length of absence and of all previous absences from the Department by reason of service in the uniformed services of the United States exceeds five (5) years except as referenced in 38 U.S.C. Sections 4312(c)(1), (2), (3), and (4).
- 6.12.6.7** The Personnel Department shall notify the following parties in writing regarding the disposition of the military leave request:
  - (1) The bargaining unit member
  - (2) The unit member's direct officer/supervisor
  - (3) The unit member's Battalion Chief/supervisor
- 6.12.6.8** The Personnel Department shall be responsible for administering the military leave policy. This shall include maintaining accurate records

of the unit member's military leave hourly balance and all related requests.

## **ARTICLE 7: SAFETY AND PROTECTIVE CLOTHING**

### **7.1 Personal Protective Equipment.**

Oakland Fire Department Policy and Procedure Number 1300.1 prescribes the purpose, definitions, and policy for the use and wear of Department issued Personal Protective Equipment (“PPE”). In the event the Department proposes to change any portion of Policy and Procedure Number 1300.1, and the subject of the change is within the scope of representation, the Department shall provide the Union with notice and opportunity to bargain as required by the MMBA and Section 11.4 of this MOU.

### **7.2 City Responsibilities.**

**7.2.1** The City shall provide each sworn member with at least two (2) complete sets of structure PPE and one (1) set of wildland PPE.

**7.2.2** The City shall provide additional PPE, such as wool Uniform trousers and station boots, consistent with P&P 1300.1.

**7.2.3** The City shall repair or replace items of damaged, contaminated, or worn protective clothing.

**7.2.4** The City shall train all employees to properly use and care for protective clothing.

**7.2.5** The City shall establish rehabilitation procedures.

**7.2.6** Extractors have been purchased and are in the process of being installed for stations 17 & 23. The City agrees to install and maintain at least one (1) and up to two (2) additional extractors per fiscal year for cleaning contaminated turn-outs at all stations, with the exception of Station 22. In the event any station is rebuilt or replaced, such station shall include an extractor. All extractors required to be installed and maintained by this Agreement must be installed, operational and remain in working order.

### **7.3 Full Turnouts.**

The Fire Chief may mandate full turnouts and personal protection equipment.

### **7.4 Safety And Health Committee.**

City and Union agree to cooperate to the fullest in promotion of safety and to establish a joint City/Union Safety Committee. Three bargaining unit members and three employees representing the City shall comprise the Joint Safety Committee. The Safety Coordinator of the Fire Department shall be an ex-officio member of the Joint Safety Committee, but shall have no vote on any recommendations and shall not be present in the room when any vote on any recommendation is taken. The Joint Safety Committee shall meet at least once every sixty (60) days and discuss safety and health conditions of the department, including

safety clothing, equipment and apparatus. All recommendations shall be made in writing to the Fire Chief.



## ARTICLE 8: RETIREMENT

### **8.1 Police And Fire Retirement System.**

Bargaining unit members hired prior to July 1, 1976, and retired prior to July 1, 2001, are members of the Oakland Police and Fire Retirement System (PFRS).

### **8.2 History Of City's Contract With California Public Employees' Retirement System (CalPERS).**

The City shall continue its contract with the Public Employees' Retirement System (PERS) for all active unit members hired on or after July 1, 1976, and all active bargaining unit members hired prior to July 1, 1976, who exercised the option to transfer to PERS and who did not retire prior to the date of the 2001 transfer from PFRS to PERS. In 2001, the City amended its current contract with PERS to include all active bargaining unit members in the PFRS plan who exercised the option to transfer to PERS.

### **8.3 City's Three Tier Pension Plans For Active Unit Members.**

The City shall continue its contract with the Public Employees Retirement System (CalPERS) for all active Local 55 unit members. All retirement benefits for active Local 55 unit members are described in this Article 8.

### **8.4 Tier One: Enhanced Safety 3% @ 50 Retirement Program – Unit Members Hired Before July 1, 2011.**

Effective July 1, 2011, this Section 8.4 (including subsections) shall apply to safety bargaining unit members hired before July 1, 2011.

#### **8.4.1 3% @ 50 Pension Formula.**

The “3% @ 50” enhanced retirement program will be available to bargaining unit members covered by this Section 8.4.

#### **8.4.2 Final Compensation Based On Twelve Month Period.**

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 8.4.1 shall mean the highest twelve consecutive month period as specified in Government Code Section 21362.2.

#### **8.4.3 Required Bargaining Unit Member Contribution.**

Each bargaining unit member covered by this Section 8.4 shall pay through payroll deduction a total of 13.0% of PERSable compensation toward the unit member's normal cost and the City's normal cost of pension benefits. The unit member's total 13.0% contribution of PERSable compensation includes the following elements:

**8.4.3.1 12% Unit Member Contribution.**

Each bargaining unit member covered by this Section 8.4 shall pay, through payroll deduction, 12.0% of PERSable compensation toward the normal cost of pension benefits, the maximum bargaining unit member contribution permitted by Government Code Section 20516.5.

**8.4.3.2 Additional 1% Toward City's Normal Cost.**

In addition, as permitted by Government Code Section 20516, each bargaining unit member covered by this Section 8.4 shall pay, through payroll deductions, an additional 1.0% of PERSable compensation toward the City's normal cost of pension benefits.

**8.5 Tier Two: Safety 3% @ 55 Retirement Program-Unit Members Hired On Or After July 1, 2011.**

Effective July 1, 2011, this Section 8.5 (including subsections) shall apply to bargaining unit members hired on or after July 1, 2011 and on or before December 31, 2012. In addition, this Section 8.5 (including subsections) shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements:

**8.5.1 3% @ 55 Pension Formula.**

The "3% @ 55" retirement program will be available to bargaining unit members covered by this Section 8.5.

**8.5.2 Final Compensation Based On Thirty-Six Months.**

Effective July 1, 2011, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 8.5 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

**8.5.3 Required Bargaining Unit Member Contribution.**

Effective July 1, 2011, each bargaining unit member covered by this Section 8.5 shall pay through payroll deduction a total of 13.0% of PERSable compensation toward the unit member's normal cost and the City's normal cost of pension benefits. The unit member's total 13.0% contribution of PERSable compensation includes the following elements:

**8.5.3.1 12% Unit Member Contribution.**

Each bargaining unit member covered by this Section 8.5 shall pay, through payroll deduction, 12.0% of PERSable compensation toward

the normal cost of pension benefits, the maximum bargaining unit member contribution permitted by Government Code Section 20516.5.

**8.5.3.2 Additional 1% Toward City's Normal Cost.**

In addition, as permitted by Government Code Section 20516, each bargaining unit member covered by this Section 8.5 shall pay, through payroll deductions, an additional 1.0% of PERSable compensation toward the City's normal cost of pension benefits.

**8.6 Tier Three: New Retirement Tier For Safety Bargaining Unit Members Hired On Or After January 1, 2013.**

Effective January 1, 2013, this Section 8.6 (including subsections) shall apply to bargaining unit members who were hired or on after January 1, 2013 and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

**8.6.1 2% @ 50 – 2.7% @ 57 Pension Formula.**

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50, also known as 2.7% @ 57) pension formula shall apply to bargaining unit members covered by this Section 8.6.

**8.6.2 Final Compensation Based On Three Year Average.**

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

**8.6.3 Required Unit Member Contribution.**

As required by Government Code Section 7522.04(g), bargaining unit members covered by this Section 8.6 shall pay, through payroll deductions, fifty percent (50.0%) of normal costs.

In the event that fifty percent (50.0%) of normal costs is less than thirteen (13) percent, each bargaining unit member covered by this Section 8.6 shall pay, through payroll deductions, the 50.0% of normal costs and an additional percentage of PERSable compensation up to a maximum of 13.0% toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

Except as specifically stated in Sections 8.4, 8.5 and 8.6, the City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from CalPERS during the term of this Agreement.

## **8.7 PERS Optional Benefits.**

### **8.7.1 Military Service Credit.**

If a PERS member meets the criteria described in Government Code Section 20903.3, the employee may elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment by the City.

### **8.7.2 Post-Retirement Survivor Allowance.**

Any PERS member employed after September 24, 1993, shall be covered by the *Post-Retirement Survivor Allowance* described in Government Code Sections 21263, 21263.1, and 21263.3.

### **8.7.3 Post-Retirement Survivor Allowance To Continue After Remarriage.**

Any PERS member employed after December 6, 1985, shall be covered by the *Post Retirement Survivor Allowance to Continue After Remarriage* benefit described in Government Code Section 21266.

### **8.7.4 Third Level Of 1959 Survivor Benefits.**

An employee, who is a member of the Public Employees' Retirement System (PERS) and was hired after September 24, 1993, is covered by the PERS 1959 Survivors Program, as set forth in Government Code Sections 21380-21387, including Section 21382.4.

An employee, who is a member of the Public Employees' Retirement System (PERS) and in 1993 or 1994 elected to participate, is covered by the PERS 1959 Survivors Program, as set forth in Government Code Sections 21380-21387, including Section 21382.4.

Employees enrolled in the 1959 Survivor Benefits, as described in the paragraphs of this Section 8.7.1 above, are required to contribute \$2.00 per month for such coverage.

### **8.7.5 Credit for Unused Sick Leave.**

As described in Section 6.1.4 of this Agreement, the City shall offer the credit for unused sick leave option.

### **8.7.6 Service Credit For Prior Federal Or State Firefighting.**

The City has a contract with CalPERS for the credit for prior public service described in and provided for by Government Code Section 21024.5.

**8.8 Implementation Of Internal Revenue Code Section 414(h)(2).**

Except as described in this Article 8, the City shall make the employer contribution to PERS for each unit member and each unit member shall pay his/her own PERS member contribution, with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2). As permitted by Section 414(h)(2) and Government Code Section 20516 each unit member shall pay through payroll deductions that percentage of the employer's contribution above the normal cost that equals 13.0% as described above in Sections 8.4.3, 8.5.3, and 8.6.3.

Except as specifically stated in this Article 8, the City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from PERS.

**8.9 Definition Of Status Quo Ante.**

After this MOU terminates on October 31, 2017, the status quo ante for all purposes, including any interest arbitration under City Charter Section 910 or any state statute shall be defined as the current language of Article 8.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

### **9.1 Definition.**

A grievance is hereby defined as any dispute that involves the interpretation or application of this agreement or disciplinary action taken against an employee, or the application of the Personnel Rules, or the application of departmental rules.

It is the expressed intent of the parties that grievances be resolved at the lowest possible administrative level. Toward this objective, the following steps are prescribed:

### **9.2 Confidentiality And Privacy Rights.**

#### **9.2.1 Meetings And Hearing.**

Except as provided by the City Charter and the City Personnel Rules and unless requested otherwise in writing by the grievant, all meetings and hearings for any disciplinary matter shall be private and confidential, and shall include only the parties, City representatives, and Union representatives, witnesses, and other necessary attendees.

#### **9.2.2 Release Of Arbitration Award.**

The parties agree that written arbitration decisions are public records. If a grievance results in a written arbitration decision and the Union releases the arbitration decision to third parties, the City may disclose any information contained within the arbitration decision to third parties. The City and the Union agree to release only the arbitration award to third parties. The City and the Union agree not to release any information not contained in the arbitration decision or that is not a public record, except communications permitted by law.

### **9.3 Procedure.**

#### **Step 1. (a) Informal Discussion.**

The bargaining unit member or the Union representative may present the grievance orally to the immediate supervisor within ten (10) calendar days from such time as the bargaining unit member or Union should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide his/her response within (10) ten calendar days following the informal discussion.

#### **(b) Formal Submission.**

Should the grievance remain unresolved, the bargaining unit member or Union representative may submit the grievance, in writing, to the Chief, or his or her designated uniformed

representative. The formal submission shall be made within ten (10) calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the ten (10) day period provided for informal discussion. If the grievance is not submitted within these timelines, the grievance shall be considered resolved. The grievance shall state the specific Section of the Memorandum of Understanding, the Personnel Rules, or Departmental Rules alleged to be violated, or the disciplinary action taken, and the proposed solution. The Chief, or his or her designated uniformed representative, shall render a decision in writing to the bargaining unit member and/or Union within ten (10) calendar days of receipt of the formal submission of the grievance. Copies of all written grievances filed by bargaining unit members shall be provided to the Union within a period not to exceed five (5) calendar days. Copies of responses thereto shall also be provided to the Union.

**Step 2. Appeal To Department Head.**

Should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the Deputy Chief's decision, submit the grievance in writing to the Fire Chief. The Fire Chief (or designated sworn uniformed representative) shall respond to the grievance in writing within ten (10) calendar days after receipt of the grievance.

It is understood that nothing shall preclude the Union from presenting a grievance to the Fire Chief if it is deemed that such action is warranted by the nature or circumstances of the grievance.

**Step 3. Bargaining Unit Member Relations Officer - Union Representative.**

Except for a grievance concerning a verbal or written reprimand which may not be appealed beyond Step Two of this procedure, should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the department head response, submit the grievance in writing to the Employee Relations Officer. The Employee Relations Officer, or a designated representative, shall investigate the case and either respond to the grievance in writing within ten (10) calendar days of receipt of the grievance or meet with the bargaining unit member and/or assigned Union representative within ten (10) calendar days of submission and attempt to resolve the dispute.

**Step 4. Conflict Resolution Team Process.**

The City and the Union encourage the grievant and the City to participate in the Joint City-Local 55 conflict resolution process. If mutually requested or agreed upon by the grievant and the City, the conflict resolution team (CRT) shall schedule a conflict resolution meeting. The Union shall appoint two members of the conflict resolution team, the Office of Personnel shall appoint one member of the conflict resolution team, and the Department shall appoint one member. The CRT shall work with the grievant and the City in an attempt to resolve the grievance or disciplinary matter. While the CRT is meeting with the grievant and the City, the Union and the City may agree to extend applicable time limits. The CRT may request the assignment of a mediator from the State Conciliation and Mediation Service.

**Step 5. Civil Service Board - Arbitration.**

Should the grievance remain unresolved, either the City or the Union may, within fourteen (14) calendar days of said meeting submit the grievance to an impartial arbitrator who shall be selected by mutual agreement or, if such agreement is not reached, by following the procedures set forth in Appendix B, Section 2, with regard to the following arbitrators:

1. John Kagel
2. Carol Vendrillo
3. Matt Goldberg
4. Luella Nelson
5. Alexander Cohn
6. Barry Winograd

If the grievance concerns a disciplinary discharge or disciplinary action, the bargaining unit member or Union may elect to submit such grievance to the Civil Service Board, or the Union may elect to submit the grievance to arbitration, but only one such avenue of redress may be selected. Provided, however, that in accordance with the Civil Service Rules, disciplinary action can be appealed to the Civil Service Board only in the case of suspension, fine or discharge. The Civil Service Board may elect to use a Hearing Officer for such appeals as described in Appendix B.



In the event that the bargaining unit member or Union representative elects to submit such grievance to the Civil Service Board, the filing of the written grievance in accordance with Step 1(b) above shall satisfy the requirement of the Personnel Ordinance that the bargaining unit member give notice of intent to appeal a discharge or disciplinary action.

If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules.

**9.4 Time Limits.**

Time limits prescribed in this agreement may be extended by mutual agreement of the parties. Failure by the bargaining unit member or Union to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the limits, unless so modified, shall cause the grievance to move to Step 2 or to Step 3, whichever is the next level.

**9.5 Consolidation.**

Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

**9.6 Consolidated Grievance And Interest Arbitration.**

When a grievance is filed and the following occurs: (1) the matter goes to a grievance arbitration; (2) the arbitrator determines that the dispute in question is not otherwise covered by the Agreement; but (3) the matter is subject to interest arbitration under Charter Section 910, then the arbitrator shall have the same authority as if selected as the neutral arbitrator under the provisions of Charter Section 910. The arbitrator shall conduct "mediation/arbitration" and follow the provisions of Charter Section 910.

**9.7 Immediate Dispute Resolution.**

In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the City's interests, the Union, or a substantial number of members represented by the Union, either the City or the Union may request suspension of the grievance process as described in Section 9.3 of this Article and proceed to immediate resolution discussions with the Fire Chief, the Employee Relations Officer, and a Union representative. Such discussions shall be concluded within forty-five (45) days of the date of the initial request for same and the action which prompted the request for immediate dispute resolution shall be stayed, pending discussion/conclusion.

Should the dispute still not be resolved, it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

An arbitrator to hear such case shall be selected by the parties from a panel of four (4) professional neutral arbitrators, two (2) submitted by each party when proceeding to arbitration pursuant to this Section. The first arbitrator, selected at random, available within a 48 hour period shall be selected.

In any such case the arbitrator shall have no power to add to or to subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules or orders in rendering his/her award. Pending prompt and immediate decision of the arbitrator, the stay of intended action giving rise to the dispute shall continue in effect.

It is expressly understood and agreed that the provisions of this Section shall not be invoked for actions involving individual bargaining unit member disciplinary actions or grievances.

**9.8 Application Of The Firefighters Procedural Bill Of Rights, Government Code Section 3250, et seq.**

**9.8.1 Superior Courts' Initial Jurisdiction.**

Because Section 3260(b) of the Firefighters Procedural Bill of Rights ("FPBOR" or "Act") vest initial jurisdiction in the superior courts regarding any violation of its provisions, the arbitrator's or hearing officer's authority regarding matters covered by the FPBOR shall be limited to compliance with the FPBOR in the context of grievance over discipline. The parties agree that the superior court has initial jurisdiction over the FPBOR except in those instances specifically addressed in this Subsection that are subject to the grievance-arbitration mechanism of this Article.

**9.8.2 Firefighter Definitions.**

These provisions shall not expand the coverage of the FPBOR to any unit member not specifically covered by the definition of firefighter in Section 3251(a) of the Act.

**9.8.3 Grievance Definition.**

The grievance definition of "disciplinary action" shall include the Act's definition of punitive action in Subsection 3251(c).

**9.8.4 Administrative Appeal.**

The "administrative appeal" under Subsections 3254(a) and 3254.5 of the Act shall be provided by the arbitration or by the civil service hearing as specified in Section 9.3, Step 5 and Appendix B of this agreement. The arbitrator or hearing officer shall be responsible for conducting the hearing according to the requirements of the FPBOR.

**9.8.5 Unit Member Representation.**

Whenever a firefighter is entitled to a representative of his or her choice under Subsection 3253(i) of the Act, the firefighter also has a right to representation by the union under the Meyers-Milias Brown Act (“MMBA”). The MMBA representation may be provided by the same individual, or by a different individual, as decided by the individual firefighter.

**9.8.6 Notice of Potential Disciplinary Issues.**

The Department and the Union will attempt to inform each other of potential disciplinary issues as soon as practicable. The City must notify an employee when an investigation against them has been closed with no further action pending.

**9.8.7 Arbitrability.**

The parties have attached a copy of the FPBOR to this document for reference only, and the FPBOR is specifically not incorporated as a contractual obligation. Except as provided for in this Section 9.8, nothing in the FPBOR shall be subject to the grievance procedure or review by the Civil Service Board or an arbitrator.

## **ARTICLE 10: SPECIAL PROVISIONS**

### **10.1 Recall To Duty/Responding To Emergencies.**

In major emergencies or to maintain minimum staffing levels, the City may require off-duty unit members to report to work to relieve on-duty unit members. The City will call off-duty unit members back to work from a “recall list.” Those unit members who most recently reported off-duty shall be called first. The Deputy Chief or Duty Chief shall determine the time within which the unit members shall be required to report back to work.

### **10.2 Firefighter/Paramedic Meetings.**

Firefighter/Paramedic unit members appointed by the Union and EMS management appointed by the Fire Chief shall meet monthly to discuss issues that are mandatory subjects of bargaining and that are not already covered by this agreement. Any issues unresolved after thorough discussion at the Firefighter/Paramedic and management meetings shall be submitted to the negotiation process.

### **10.3 Side Letters.**

All Side Letters not attached to or incorporated into this Agreement shall expire on July 1, 2014. Except as described in Article 10, this Agreement constitutes the entire agreement between the Union and the City.

### **10.4 “Alpha” And 5150 Calls.**

Except for the airport station, the Department does not respond to calls identified at the time of dispatch as “Alpha” (pursuant to Alameda County LEMSA policy/designation of calls, or calls identified at the time of dispatch as 5150 threats of self-harm. If the Department decides to modify the level of service it offers to the public and that modification will change this practice, the City will provide the Union with notice and an opportunity to bargain as required by Article 11: Completion of Negotiations.

### **10.5 Duty To Defend.**

The City and the Union acknowledge that the California Government Code requires the City to provide legal representation and liability coverage for unit members acting within the scope of their duties. The City shall comply with the duties defined by California law.

## **ARTICLE 11: COMPLETION OF NEGOTIATIONS**

### **11.1 Full Understanding.**

The terms and conditions contained in this Agreement represent the full, complete, and entire understanding of the parties of matters within the scope of representation. This Agreement terminates and supersedes all practices, agreements, procedures, traditions, and rules and regulations inconsistent with any matters specifically covered in this Agreement.

### **11.2 Existing Benefits.**

Existing benefits that are within the scope of representation, provided by Fire Department Rule and Regulation, ordinance, or resolution of the City Council, and not covered in this Agreement shall be continued without change unless modified by using the procedure described in Section 11.4 during the term of this Agreement.

### **11.3 Waiver.**

The City and the Union expressly waive the right to meet and negotiate with respect to any subject covered in this Agreement. Although nothing in this Agreement precludes the parties from mutually agreeing to meet and confer or negotiate on any subject within the scope of representation during the term of this Agreement, neither party may require the other party to meet and confer or negotiate on the subject matter covered by this Agreement. This provision shall not apply to matters covered by the provisions entitled "Consolidated Arbitration" in Article 9: Grievance Procedure.

### **11.4 Modification.**

The parties to this Agreement intend that ordinances, resolutions, rules, and regulations enacted or revised by this Agreement shall be administered and observed in good faith. When the Department proposes to change any departmental rule or regulation within the scope of representation, the Department will provide the Union with notice of the proposed change at least seven days prior to implementation of the proposed change. If the proposed change materially impacts any matter within the scope of representation, the parties agree to meet and confer or negotiate over the impact. If no agreement is reached, the parties agree to resolve the matter under Section 910 of the City Charter.

## **ARTICLE 12: SAVINGS CLAUSE**

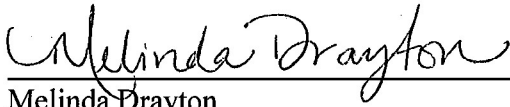
- 12.1** In the event any portion of the Memorandum is declared null and void by superseding federal or state law, the balance of the agreement shall continue in full force and effect, and the parties shall immediately commence negotiations to ensure the superseded portion(s) shall be rewritten to conform as nearly as possible to the original intent.
- 12.2** In the further event that federal or state legislation or regulatory enactment makes available additional employment benefits, or impacts existing employment benefits, the parties shall immediately commence negotiations over application or implementation of such benefits.

**ARTICLE 13: TERM OF AGREEMENT**

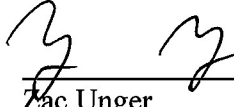
The parties acknowledge that this Memorandum must be presented to and approved by the City of Oakland City Council. This Memorandum shall remain in effect through December 31, 2023.

CITY OF OAKLAND  
A Municipal Corporation

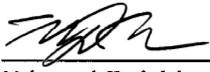
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 55



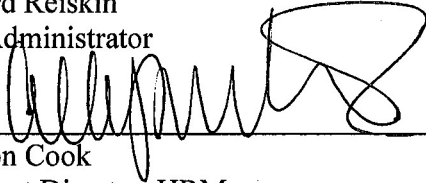
Melinda Drayton  
Interim Oakland Fire Chief



Zac Unger  
President



Edward Reiskin  
City Administrator



Allyson Cook  
Assistant Director, HRM

Approved as to form and legality only:



Oakland City Attorney's Office



**APPENDIX A**

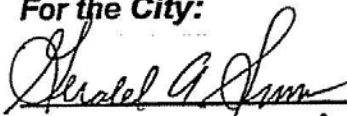
**Bargaining Notes On**  
**2001 Salary Survey Methodology**

The parties agree that the following methodology was used in developing the 2001 fire salary survey, and will be used to conduct the joint compensation survey in December 2005:




1. We surveyed the following 12 agencies: Alameda City, Alameda County, Berkeley, Contra Costa County, Fremont, Hayward, Livermore/Pleasanton, Oakland, Richmond, San Francisco, San Jose, and Union City. Newark's salary information was not used for comparisons.
2. We included the following compensation:
  - Base salary for firefighters at the highest step on the salary schedule.
  - Holiday pay.
  - Education incentives based on the highest amount of incentive pay obtainable, excluding pay for tests, classes, or educational materials.
  - EMT pay.
  - Uniform allowance.
  - Longevity pay.
  - Employer paid member contributions to PERS or applicable plan.
3. We determined compensation amounts effective July 1, 2000, by reviewing each agency's memorandum of understanding that was in effect on July 1, 2000, including the agencies' official salary schedules, where available.

A copy of the 2001 fire salary survey is attached.

**For the City:**

  
\_\_\_\_\_  
M. Carol Stevens  
\_\_\_\_\_  
St. J. S.  
\_\_\_\_\_

**For IAFF, Local 55:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**City of Oakland**  
**Local 55, IAFF**  
Salaries Effective July 1, 2000

CITY	MO SALARY	HOLIDAYS	EDUC	EMT	LONG	UNIFORMS	RET COMP BASIS	ERC P/U	ERC \$	TOTAL
Union City	\$5,440	\$354	\$218	\$60	\$98	\$38	\$6,208	9%	\$559	\$6,766
Fremont	\$5,801	\$287	\$218	\$60	\$104	\$38	\$6,509	(414 H 2)	---	\$6,509
San Francisco	\$5,220	\$313	\$313	\$261	---	---	\$6,107	7.5%	\$392	\$6,499
San Jose	\$5,773	\$334	\$86	\$173	---	\$41	\$6,408	(414 H 2)	---	\$6,408
Richmond	\$4,879	\$261	---	\$122	\$439	\$50	\$5,751	9%	\$518	\$6,268
Hayward	\$5,361	\$309	\$402	\$107	---	\$30	\$6,210	(414 H 2)	---	\$6,210
Oakland	\$5,642	\$340	---	\$169	---	\$38	\$6,189	(414 H 2)	---	\$6,189
Pleasanton	\$4,885	\$366	\$244	\$122	---	\$26	\$5,644	9%	\$508	\$6,152
Berkeley	\$4,835	\$375	---	---	\$852	---	\$6,062	(414 H 2)	---	\$6,062
Alameda	\$5,384	\$269	\$100	\$208	---	\$46	\$6,007	(414 H 2)	---	\$6,007
Contra Costa	\$5,220	\$420	---	---	---	\$50	\$5,690	3.45%	\$196	\$5,886
Alameda Co.	\$5,319	\$324	---	\$173	---	---	\$5,816	(414 H 2)	---	\$5,816
Average w/o Oakland	\$5,283	\$328	\$158	\$117	\$136	\$35	\$6,037	---	\$197	\$6,235
Median	\$5,319	\$324	\$159	\$122	---	\$38	\$6,062	---	---	\$6,201
Oakland: Average	7%	4%				6%	3%			-1%

## **APPENDIX B**

### **Civil Service Board – Hearing Officer Agreement**

The City of Oakland, hereinafter referred to as "City," and the International Association of Firefighters, Local 55, hereinafter referred to as "IAFF," hereby agree that the Civil Service Board may elect to use a Hearing Officer for appeals of suspensions, fines, demotions or disciplinary discharges filed pursuant to Article VI, entitled Grievance Procedure, of the current Memorandum of Understanding between the parties. The parties further agree to the following provisions governing the use of such Hearing Officers:

**1. Hearing Officer Panel.**

Hearing Officers shall be selected from the pool of qualified candidates listed in Section 10.3, Step 5.

**2. Order of Use.**

The Director of Personnel shall establish an ordered list of the Hearing Officers by random. Cases will be assigned to Officers in order on the list.

Both the appellant and the City shall have one preemptory challenge. In the event that such challenges are made, the case will move to the Hearing Officer next in order on the panel list.

If a designated Hearing Officer is not available during the 60 days after the case is assigned, the case will be re-assigned to the panelist next in order. No additional preemptory challenges beyond a party's first one will be allowed.

**3. Conduct of Hearings.**

Hearings will be open to the public unless otherwise requested by the appellant.

Hearings will be tape recorded. Copies of the tape will be available to the appellant, if desired, for a nominal charge. Transcripts of the taped proceedings will be available upon request at the requesting party's expense.

Closing arguments shall be oral; provided, however, that either party may elect to submit a closing brief. Such an election must be made following the presentation of the evidence. Briefs are to be submitted to the Hearing Officer within 20 calendar days of the close of the hearing. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

**4. Hearing Officer Responsibilities.**

Hearing Officers shall be responsible for the conduct of the hearing and shall identify the appeal issue, determine relevant facts, assess the credibility of witnesses, evaluate the evidence and render an advisory decision to the Civil Service Board.

The Hearing Officer shall render a written finding and recommendation to the Civil Service Board within 30 calendar days of the close of the hearing. If briefs are submitted, the recommendation shall be submitted to the Board within 50 calendar days of the close of the hearing.

The Hearing Officer shall provide the Civil Service Board the following documents which shall constitute the official hearing record:

- a. A summation page delineating the case name, issue, brief summary of the case and his/her recommendation.
- b. A complete written report documenting the findings.
- c. Any documentary evidence, written motions and briefs submitted.
- d. The cassette tape(s) of the hearing.

**5. Civil Service Board Responsibilities.**

Upon receipt of a Hearing Officer's recommendation, the Board Secretary shall calendar the case for the next regularly scheduled Civil Service Board meeting.

In reaching a decision, the board shall consider the recommendation and written record and may also consider the cassette tape of the hearing. The Board's decision shall be made in accordance with Ordinance No. 8979, as amended, which requires a majority of a quorum to accept, reject or modify an appeal. Copies of the Board's determination and the recommendation of the Hearing Officer shall be forwarded to the appellant, appellant's attorney, City Attorney's Office and the affected City Department, in writing within ten days of the conclusion of the Board's review of the Hearing Officer's recommendation.

If either party disagrees with the Board's determination or the reasons therefore, it may request the Board to reconsider by filing a written request to the Board and serving such request upon the opposing party within twenty working days of the mailing to them of the Board's decision. Any written request must detail the reasons for the reconsideration. Any opposition to reconsideration must be received by the Board no later than 30 working days following the mailing of the Board's decision. Thereafter, the Board will review the written reasons for reconsideration and opposition thereto and will allow oral argument at its next regularly scheduled meeting following the expiration of the time period allowed for request and opposition to reconsideration. Any final determination following a request for reconsideration shall be mailed in writing to the parties no later than ten working days after the Board acts upon the request for reconsideration.

**6. Costs.**

Costs for the Hearing Officer shall be borne by the City. Costs for transcribing hearing tapes shall be borne by the requesting party. Cost for a copy of the hearing tape shall be borne by the requesting party.

**APPENDIX C**

**Department Fax Numbers**

**OAKLAND FIRE DEPARTMENT**

Administration  
150 Frank Ogawa Plaza, Ste. 3354  
Oakland, California 94612  
(510) 238-3856 - phone  
(510) 238-7924 - fax

**CITY PHYSICIAN**

Concentra Health Services  
384 Embarcadero West  
Oakland, CA 94607  
(510) 465-9565 - phone  
(510) 465-3840 – fax

**THIRD PARTY ADMINISTRATOR**

JT2, Integrated Resources, Inc.  
P.O. Box 70410  
Oakland, California 94612  
(510) 844-3100 - phone  
(510) 844-3201 – fax

**EMPLOYEE ASSISTANCE PROGRAM**

1-800-834-3773

**APPENDIX D**

**Transitional Work Agreement**

**OAKLAND FIRE DEPARTMENT  
TRANSITIONAL WORK AGREEMENT**

The following is an agreement to participate in the Transitional Work Program. This program is available exclusively to employees returning from an accepted job-related injury. As part of this agreement, it is known that the assignments in the Transitional Work Program are temporary in nature as outlined in the policy established by the City of Oakland (shall not exceed 6 months or until restrictions change).

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Transitional Assignment/Tasks: \_\_\_\_\_

\_\_\_\_\_

Restrictions: \_\_\_\_\_

\_\_\_\_\_

Participant's Responsibilities:

**Employee:**

- Work within the physical limitations set by the doctor; that is, perform only those transitional tasks assigned by the coordinator or supervisor.
- Let the supervisor know if I am having difficulty performing any of the assigned tasks.
- Tell the supervisor in advance if I must leave work for a medical appointment.
- Ensure that the supervisor is informed of any changes in restrictions from my treating physician.
- Read and comply with all sections of the Transitional Work sections of the MOU.

**Supervisor/Coordinator:**

- Communicate regularly with the employee regarding his/her progress.
- Monitor changes in restrictions and assign new tasks as appropriate and available.
- Ensure employee works only within the physical restrictions set by the physician.
- Read and comply with all sections of the Transitional Work sections of the MOU.

**We have read, fully understand and agree to this Transitional Work Assignment.**

EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_

SUPERVISOR \_\_\_\_\_ DATE \_\_\_\_\_

RTW COORDINATOR \_\_\_\_\_ DATE \_\_\_\_\_

cc: Employee Supervisor  
RTW Coordinator Third Party Administrator

Revised: October 8, 2001

**APPENDIX E**

**Marine Engineer Fireboat Daily Checklist**

**LEGEND**     ✓ = Satisfactory     S = Serviced     R = Repair Needed

**DAILY**

- 1. Check (Condition/Cleanliness) All Bilges And Compartments \_\_\_\_\_
- 2. Check, Level Of Fresh Water In All Engines \_\_\_\_\_
- 3. Check Valve Configuration – Open/Shut \_\_\_\_\_
- 4. Position Electrical Set-Up Switches \_\_\_\_\_
- 5. Drain Applicable Compressor Reservoirs \_\_\_\_\_
- 6. Check Lube Oil Level In All Engines And Generator \_\_\_\_\_
- 7. Check Steering Fluid Level \_\_\_\_\_
- 8. Clean Engine Room \_\_\_\_\_

**1st Of Month**     Service Batteries, Record All Hydrometer  
Readings In Battery Log, Test Bilge Alarm  
(notify FDC before test) \_\_\_\_\_

**Thursday**     Operate Foam Pump Underway, Check All  
Functions \_\_\_\_\_

**Friday**     Balance Fuel-350 Gallons To Each Rear Tank  
Fuel Valves Always Left In Position To Take  
Suction/Run Engines From Rear Tanks \_\_\_\_\_

Record Fuel Level, FWD \_\_\_\_\_ AFT \_\_\_\_\_ = Total  
\_\_\_\_\_ Order at 800 Gallons (order 400 Gallons)  
= 1200 Gallons On Hand \_\_\_\_\_

Check Domestic Water Supply (tank on boat full  
to capacity) \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Marine Engineer: \_\_\_\_\_ Officer: \_\_\_\_\_

11/26/13 = *[Signature]*  
11/24/03 *[Signature]*



**APPENDIX F**

**LAST CHANCE AGREEMENT**

**AGREEMENT BETWEEN THE CITY OF OAKLAND,  
OAKLAND FIRE DEPARTMENT, IAFF, LOCAL 55 AND EMPLOYEE**

This Last Chance Agreement is designed to help you understand the severity of the issues confronting you and the Oakland Fire Department's desire to help you succeed in resolving those issues.

The Oakland Fire Department could lawfully terminate you for the incidents described in this Agreement, in light of the totality of your work record with the Department. The Department has agreed to enter into this Last Chance Agreement with you as an alternative to termination.

EMPLOYEE NAME: \_\_\_\_\_

EMPLOYEE CLASSIFICATION: \_\_\_\_\_

EMPLOYEE SUPERVISOR: \_\_\_\_\_

WORK ASSIGNMENT: \_\_\_\_\_

NATURE OF THE INCIDENT: \_\_\_\_\_

REHABILITATION/TREATMENT/DISCIPLINE: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

The Oakland Fire Department will enter into this Agreement only if you agree to follow any program of treatment and counseling prescribed for and/or recommended to you by the Employee Assistance Program (EAP)/Substance Abuse Professional (SAP) which has both: (1) a strong chance of enabling you to resolve the issues which led to your conduct in the incidents described above, and (2) a minimal impact on Oakland Fire Department operations. This program may include day, night, or residential treatment or counseling (or some combination of these programs). The Oakland Fire Department will help you and EAP identify work and leave options (including assignment to part-time duties, demotion, or transfer to less demanding assignments, etc.) that will permit you to maximize the benefits of the Program developed by EAP. This program (rehabilitation, treatment, work, and leave proposals) will be put into writing, signed by you and by the Oakland Fire Department representative, and attached to this Agreement.

**YOU MUST COMPLETE EACH COMPONENT OF THIS PROGRAM SUCCESSFULLY WITHIN THE TIME PERIOD DESIGNATED BY THE EAP IN ORDER TO AVOID TERMINATION BY THE OAKLAND FIRE DEPARTMENT.**

## CONSENT TO LAST CHANCE AGREEMENT:

1. I, \_\_\_\_\_, agree to comply with the terms of the Program developed by EAP/SAP and the Oakland Fire Department, a copy of which is attached to this Agreement. I understand that I will be terminated if I fail to complete any component of this Program within the time specified by EAP/SAP.
2. I will continue to follow EAP/SAP's recommendations (including referral to any other agency or medical facility) even after I have returned to work.
3. Nothing in this Agreement precludes the City from disciplining me, up to and including dismissal, for any conduct which is not the subject of this Agreement.
4. I further understand that as a part of this Agreement, I will be subject to return-to-duty and follow-up testing. Follow-up testing including unannounced tests may continue for as long as sixty (60) months, in accordance with the recommendation of the SAP. Any verified positive test result or an alcohol or drug test, at any time I am employed by the City, will be considered failure to comply with a term of this Agreement, for which I will be terminated.
5. I agree to submit to any testing procedure prescribed by the Medical Review Officer for the purpose of detecting the use of alcohol/drugs whenever my employer believes that I may be under the influence of alcohol/drugs. I understand that this testing process may require me to promptly provide a urine sample to the tests. If I refuse to take such a test, my employer will presume I have consumed alcohol and/or drugs, and I shall be terminated immediately.
6. I will sign any appropriate consent form so that my employer and my union may be kept apprised of my progress and cooperation with EAP/SAP. I understand that any information provided by me to my counselor is confidential, but that my counselor may release information to the Medical Review -Officer and the City-designated representative.
7. I understand that it is my responsibility to bear any cost and/or expenses not covered by my employer's benefit package which are necessary to undertake any complete any alcohol/substance abuse program recommended by the EAP/SAP.
8. If I breach this Agreement by failing to complete any of terms, I understand that it will not be necessary for my employer to prove "just cause" under its labor agreement with my union or under the Civil Service Rules. Any appeal hearing rights I may have shall be limited to challenging the truth of the charge that I failed to complete a term of this Agreement.
9. I expressly agree and waive any right to challenge the validity of this Agreement.
10. This Agreement is entered into with the understanding that it is without precedent, and shall not constitute precedent in future cases. It shall not be referred to in any other case or matter involving any other employee. Nothing in this Agreement, however, shall prohibit the City of

Oakland from referring to the Last Chance Agreement and any disciplinary action met, in another case involving me.

11. I further understand that I am being disciplined for the incidents described in this Agreement. This discipline consists of: \_\_\_\_\_ . I agree that this discipline is appropriate<sup>1</sup> and I agree to submit to it as part of this Last Chance Agreement.

12. I understand that I am not entitled to any subsequent last chance agreement at any future point during my employment with the City. Finally, I understand that this is MY LAST CHANCE.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OAKLAND FIRE DEPARTMENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE RELATIONS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNION REPRESENTATIVE

\_\_\_\_\_  
DATE

Approved as to form:

\_\_\_\_\_  
OAKLAND CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
DATE

## APPENDIX G

### Essential Functions Job Assessment



### Essential Functions Job Assessment

Contact Information	
Job Position: Fire Investigator	Type of Business: Fire Suppression/Mitigation
Employer: City of Oakland	Department: Public Safety
Location/ Plant: City of Oakland	
Address: 150 FRrank H. Ogawa Plaza 3 <sup>rd</sup> Floor #3354	
City: Oakland	State: CA Zip: 94612
Contact Name: Steve Danziger	Department: Oakland City Fire - Dept. of Workers Compensation
Phone: (510) 238-7623 Fax: (510) 238-7924	Email: smdanziger@oaklandnet.com
Brief Description of Employer's Business: Public Safety - Fire Prevention and Emergency Response for the City of Oakland, California.	

WorkSiteSolutions Representative Information	
Name: Michael Hough, MS, CIE, CSCS	Date: June 5 <sup>th</sup> , 2008
Phone: (510) 893-7463	Email: mhough@vibrantcarerehab.com
Company: VibrantCare Rehabilitation	Title: Director of Industrial Rehabilitation
Address: 1814 Franklin Street #905	
City: Oakland	State: CA Zip: 94612

Job Description	
Job Title: Fire Investigator	
Classification: <input type="checkbox"/> Sedentary (up to 10-lbs.) <input type="checkbox"/> Light (11 to 20-lbs.) <input checked="" type="checkbox"/> Medium (21 to 50-lbs.) <input type="checkbox"/> Heavy (51 to 100-lbs.) <input type="checkbox"/> Very Heavy (≥101-lbs.)	
Job Performed: <input type="checkbox"/> Part of Team <input type="checkbox"/> Rotation Basis <input type="checkbox"/> Assembly Line <input checked="" type="checkbox"/> Alone	
Max Weight Handled: 41-lbs. Employment Hours: 24 Hrs. Worked/ Day 52 Hrs. Worked/ Wk. As required: Lunch and Breaks	
Brief Description of Job: Employee is responsible for the inspection, investigation and resolution to all fires that occur within the city of Oakland. Job requires inspection of any and all buildings, vehicles, structures, wildlands and surrounding materials consumes or involved in any fire situation. Position works in conjunction with OPD, ATF and Alameda Arson Investigation as deemed necessary. Position may require court appearances. Employees carry firearms and are granted arrest privileges as deemed necessary through the course of investigation.	
Educational Requirements (Specific Training, Experience, Certification and/or Licensing): High School Diploma or GED equivalent, EMT certification, Class C driver's license.	
Dress Code/ Protective Gear: Dress casual when not on a scene (jeans, t-shirt, boots, light jacket). Onsite structural: turnout pants, turnout boots, heavy jacket, gloves, helmet, mask and air tank. Jumpsuit and steel-toe boots in less involved environments. Wildland fires: Nomex pants, Nomex long sleeve shirt, lighter gloves, plastic safety-helmet/face shield, breather mask. Dress Blues when participating in formal events.	
Tools / Equipment / Weight Required: Helmet (4 lbs.), air tank (varies, but averages 20 lbs. for steel tank), digital camera (SLR model is roughly 2 lbs.), flashlights (heaviest is 10 lbs.), lights (5 lbs.), hammer/hatchet (2-4 lbs.), crowbar (6-22 lbs.), shovel (avg. 6 lbs.), spade (avg. 6 lbs.), pikes (avg. 9 lbs.), axe (9 lbs.). The following tools are < 1 lb.: wrenches, spanners, screwdrivers, scoops, garden claws, socket wrenches, small prybars, whisk brushes, pliers, hand saw, scissors, t-squares, vice grips, razor knife.	
Additional Job Information: Fire investigators are former firefighters. However, they are not expected to assume the role of a firefighter. As such, the duties contained within this report do not reflect those of a firefighter. Additionally, Fire Investigators are required to carry firearms as deemed necessary and are granted to the authority to carry out arrest orders pursuant to City law.	



## Essential Functions Job Assessment

Employer Information			
Employer: City of Oakland		Job Title: Fire Investigator	Date: 6/5/2008
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.			
Job Functions	Freq *	Essential	Specific Tasks
1. Sitting	C	<input checked="" type="checkbox"/>	1. Investigators can spend up to six hours sitting at a computer, performed while driving or riding in vehicles.
2. Standing	F	<input checked="" type="checkbox"/>	1. While taking pictures of investigation scenes either indoors or outdoors, while using tools on structures, taking notes, using hoses.
3. Walking	F	<input checked="" type="checkbox"/>	1. Performed more frequently in wildland situations. Investigators must walk an entire scene on uneven ground, up/down stairs.
4. Climbing	O	<input checked="" type="checkbox"/>	1. Up and down stairs and ladders.
5. Grasping	F	<input checked="" type="checkbox"/>	1. Holding all assortment of tools, managing camera, driving a vehicle, holding evidence cans, flashlights and toolboxes. On rare occasions, Fire Investigators may be required to handle and discharge their standard issue firearms as deemed necessary.
6. Fingering	C	<input checked="" type="checkbox"/>	1. Predominantly when utilizing the computer for report generation. Action is specific to the keyboard and mouse and any handwriting.
7. Visual Acuity	F	<input checked="" type="checkbox"/>	1. Essential for evidence collection, utilizing a magnifying glass, reading computer screen/books/notepads, taking notes.
8. Lifting	F	<input checked="" type="checkbox"/>	1. Water bottles, camera, camera box, film (as necessary), all assortments of hand tools, hammers, hatchets, shovels, pikes, file pads, file box, flashlights, evidence cans, wildland equipment box, heavier cans of evidence, turnout pants, turnout boots, jacket.
9. Carrying	F	<input checked="" type="checkbox"/>	1. Water bottles, camera, camera box, film (as necessary), all assortments of hand tools, hammers, hatchets, shovels, pikes, file pads, file box, flashlights, evidence cans, wildland equipment box, heavier cans of evidence, turnout pants, turnout boots, jacket.
10. Reaching (Forward)	F	<input checked="" type="checkbox"/>	1. Assumed while driving, using hand tools, shovels, spades, prybars, hoses, evidence collection.
11. Driving	F	<input checked="" type="checkbox"/>	1. Between scenes and offices throughout the city. Investigators utilize city provided vehicles.



## Essential Functions Job Assessment

Job Functions	Freq *	Essential	Specific Tasks
12.	Select On	<input type="checkbox"/>	1.
13.	Select On	<input type="checkbox"/>	1.
14.	Select On	<input type="checkbox"/>	1.
15.	Select On	<input type="checkbox"/>	1.
16.	Select On	<input type="checkbox"/>	1.



# Essential Functions Job Assessment

Employer Information		
Employer: City of Oakland	Job Title: Fire Investigator	Date: 6/5/2008

Physical Demands				
Lift	Max Weight Lifted (1RM): 41 lbs	Ht. To/ From: 0"-72"+	Description: Refer to individual descriptions below.	
Weight (lbs.)	Frequency*	Repetitions/ Time	Height To/ From	Description
0 - 10	F	5-24 reps/hr.	0"-72"+	Water bottles, camera, camera box, film (as necessary), all assortments of hand tools, hammers, hatchets, shovels, pikes, file pads, file box, flashlights, evidence cans.
11 - 20	F	5-24 reps/hr.	0"-72"+	Wildland equipment box, heavier cans of evidence, turnout pants, turnout boots, jacket.
21 - 50	O	1-4 reps/hr.	0"-72"+	Tool box, steel air tank, turnout boots/pants/jacket in a bundle, charged hose.
50 - 100	N	N/A	N/A	N/A
≥ 101	N	N/A	N/A	N/A
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 - 4 reps / hr. 5 - 24 reps / hr. ≥ 25 reps / hr.				

Carry				
Weight (lbs.)	Max Weight Carried (1RM): 41 lbs.	Distance: 1'-200'+	Description: Refer to individual descriptions below.	
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 - 10	F	5-24 reps/hr.	1'-200'+	Water bottles, camera, camera box, film (as necessary), all assortments of hand tools, hammers, hatchets, shovels, pikes, file pads, file box, flashlights, evidence cans.
11 - 20	F	5-24 reps/hr.	1'-200'+	Wildland equipment box, heavier cans of evidence, turnout pants, turnout boots, jacket.
21 - 50	O	1-4 reps/hr.	1'-200'+	Tool box, steel air tank, turnout boots/pants/jacket in a bundle, charged hose.
50 - 100	N	N/A	N/A	N/A
≥ 101	N	N/A	N/A	N/A
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 - 4 reps / hr. 5 - 24 reps / hr. ≥ 25 reps / hr.				

Push				
Weight (lbs.)	Max Weight Pushed (1RM): 45 psi	Distance: 1'-200'+	Description: Refer to individual descriptions below.	
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 - 10	O	1-4 reps/hr.	1'-200'+	Push open/close doors (building or truck/engine/car), storage doors on truck/engine/car, moving debris during investigation.
11 - 20	O	1-4 reps/hr.	1'-200'+	Moving/dragging smaller hoses or charged hoses, pushing open stuck doors while on scene, pushing larger debris away, pushing on prybars.
21 - 50	O	1-4 reps/hr.	1'-200'+	Moving/dragging larger hoses or charged hoses, pushing open stuck doors while on scene, pushing larger debris away, pushing on prybars.
50 - 100	N	N/A	N/A	N/A
≥ 101	N	N/A	N/A	N/A
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 - 4 reps / hr. 5 - 24 reps / hr. ≥ 25 reps / hr.				

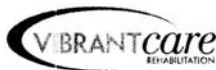
Pull				
Weight (lbs.)	Max Weight Pulled (1RM): 45 psi	Distance: 1'-200'+	Description: Refer to individual descriptions below.	
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 - 10	O	1-4 reps/hr.	1'-200'+	Pull open/close doors (building or truck/engine/car), storage doors on truck/engine/car, moving debris during



## Essential Functions Job Assessment

				investigation.
11 – 20	O	1-4 reps/hr.	1'-200'+	Moving/dragging smaller hoses or charged hoses, pulling open stuck doors while on scene, pulling larger debris away, pulling on prybars.
21 – 50	O	1-4 reps/hr.	1'-200'+	Moving/dragging larger hoses or charged hoses, pulling open stuck doors while on scene, pulling larger debris away, pulling on prybars.
50 – 100	N	N/A	N/A	N/A
≥ 101	N	N/A	N/A	N/A
*Frequency performed per shift:      N = Not Present (0%)    O = Occasional (1 – 33%)      F = Frequent (34 – 66%)      C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked)    1 – 4 reps / hr.      5 – 24 reps / hr.      ≥ 25 reps / hr.				





## Essential Functions Job Assessment

Employer Information		
Employer: City of Oakland	Job Title: Fire Investigator	Date: 6/5/2008

Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Sitting	C	Investigators can spend up to six hours sitting at a computer, performed while driving or riding in vehicles.
Standing	F	While taking pictures of investigation scenes either indoors or outdoors, while using tools on structures, taking notes, using hoses.
Walking	F	Performed more frequently in wildland situations. Investigators must walk an entire scene on uneven ground, up/down stairs.
Stoop	O	During evidence collection, taking pictures at lowered items, accessing files.
Balancing	C	While standing or walking at any investigation scene, on ladders/stairs, uneven ground.
Twisting	F	Neck: performed while driving, examining scenes, taking pictures. Trunk: while lifting objects and transferring them from the car/engine/vehicle, using axes./shovels.
Crawling	O	Will have to access crawlspaces, attics, searching for evidence at ground level.
Kneeling	O	Performed while taking pictures, collecting evidence, taking notes, for stability while using a hose, using hand tools at lower heights.
Crouching	O	Required while lifting objects, taking pictures, collecting evidence, taking notes, using hand tools at lower heights.
Climbing	O	Up and down stairs and ladders.
Driving	O	Between scenes and offices throughout the city. Investigators utilize city provided vehicles.
Forward Reaching	F	Assumed while driving, using hand tools, shovels, spades, prybars, hoses, evidence collection.
Overhead Reaching	O	Performed while collecting evidence, climbing ladders, getting into high spaces such as attics, using tools overhead.
Operating Controls	F	On digital cameras, fire extinguishers, radios, motor vehicle controls.
Grasping	F	Holding all assortment of tools, managing camera, driving a vehicle, holding evidence cans, flashlights and toolboxes. On rare occasions, Fire Investigators may be required to handle as well as discharge their issued firearm as deemed necessary.
Pinching	O	Utilized with smaller hand tools, delicate evidence collection, flipping toggles or switches on any vehicle controls.
Handling	F	Managing file boxes, equipment boxes, flashlights, evidence cans, cameras, fire extinguishers, hoses, all hand tools and handwriting.
Fingering	C	Predominantly when utilizing the computer for report generation. Action is specific to the keyboard and mouse and any handwriting.
	Select One...	
	Select One...	
<small>*Frequency performed per shift:                      N = Not Present (0%)    O = Occasional (1 – 33%)                      F = Frequent (34 – 66%)                      C = Constant (67 – 100%)            Repetition Based Determination (multiply reps. by #-hrs. worked)    1 – 4 reps./hr.                      5 – 24 reps./hr.                      ≥ 25 reps./hr.</small>		

Sensory Requirements		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Vision – Far:	F	Required while driving a vehicle, surveying open wildland scenes, reading signs or placards at a distance.
Vision – Near:	C	Essential for evidence collection, utilizing a magnifying glass, reading computer screen/books/notepads, taking notes.
Depth Perception:	F	Utilized for driving motor vehicles and observing investigation scenes or evidence collection.
Color Discrimination:	F	To identify traffic controls and signs, identify discoloration in materials from fire damage, reviewing icons on a computer screen or digital camera controls.
Field	O	While surveying larger, open investigation scenes as well as when operating a motor vehicle.

Rev: 12-2005

Page 6 of 8

Fire Investigator EFJA 6 5 08.doc





## Essential Functions Job Assessment

Other Hazards	O	Smoke inhalation, exposure to unknown fumes or gases.		
*Frequency performed per shift:	N = Not Present (0%)	O = Occasional (1 – 33%)	F = Frequent (34 – 66%)	C = Constant (67 – 100%)
Repetition Based Determination (multiply reps. by #-hrs. worked)		1 – 4 reps / hr.	5 – 24 reps / hr.	≥ 25 reps / hr.

Tools/Equipment				
Tools/Equipment	Weight (lbs.)	Frequency		Essential (Y or N)
*Frequency performed per shift:	N = Not Present (0%)	O = Occasional (1 – 33%)	F = Frequent (34 – 66%)	C = Constant (67 – 100%)
Repetition Based Determination (multiply reps. by #-hrs. worked)		1 – 4 reps / hr.	5 – 24 reps / hr.	≥ 25 reps / hr.
Time Eased		0-2.5 hours	2.5 – 5.5 hours	> 5.5 hours

Comments

WorkSiteSolutions Representative Information		
Name: Michael Hough, MS, CIE, CSCS	Phone: (510) 893-7463	E-Mail: mhough@vibrantcare rehab.com
Signature: _____	Date: _____	



## Essential Functions Job Assessment



Contact Information	
Employee: N/A	Select One... N/A
Employer: City of Oakland	Type of Business: Fire Prevention
Location/ Plant: Oakland	Department: Public Safety
Address: 150 Frank Ogawa Plaza 3 <sup>rd</sup> Floor #3354	
City: Oakland	State: CA Zip: 94612
Contact Name: Steven Danziger	Department: Oakland City Fire Work Comp.
Phone: (510) 238-7623 Fax: (510) 238-7924	Email: smdanziger@oaklandnet.com
Brief Description of Employer's Business: Public Safety - Fire Prevention and Emergency Response for the City of Oakland, California.	

WorkStrategies™ Representative Information	
Name: Michael Hough, MS, CIE, CSCS	Date: June 5 <sup>th</sup> , 2008
Phone: (510) 893-7463	Email: mhough@vibrantcarerehab.com
Company: VibrantCare Rehabilitation	Title: Director of Industrial Rehabilitation
Address: 1814 Franklin Street #905	
City: Oakland	State: CA Zip: 94612

Job Description	
Job Title: Firefighter - Paramedic	
Classification:	<input type="checkbox"/> Sedentary (up to 10-lbs.) <input type="checkbox"/> Light (11 to 20-lbs.) <input type="checkbox"/> Medium (21 to 50-lbs.) <input type="checkbox"/> Heavy (51 to 100-lbs.) <input checked="" type="checkbox"/> Very Heavy (≥101-lbs.)
Job Performed:	<input checked="" type="checkbox"/> Part of Team <input checked="" type="checkbox"/> Rotation Basis <input type="checkbox"/> Assembly Line <input type="checkbox"/> Alone
Max Weight Handled: 101+-lbs.	Employment Hours: 24 on/48 off Hrs. Worked/ Day             Up to 52 Hrs. Worked/ Wk.             Yes Lunch and Breaks
Brief Description of Job: Primary duties are to serve and act as a firefighter, which includes: To perform firefighting activities including, but not exclusive to, fire prevention utilizing all related tools/equipment/vehicles, promote fire prevention through inspection/programs, respond/mitigate hazardous materials incidents, maintain tools/equipment/vehicles, participate in drills/trainingclasses and operate radio for effective communication.	
The Paramedic position includes the following additional responsibilities: perform defibrillation, synchronized cardioversion, visually inspect patient airways (and perform the removal of obstructions), perform pulmonary ventilation, institute IV's (catheters, saline locks, needles and other cannulae), obtain and evaluate blood samples, perform Valsalva maneuvers as required, administer approved medications.	
Educational Requirements (Specific Training, Experience, Certification and/or Licensing): High School Diploma or GED equivalent, EMT & Paramedic certifications/licensure (PEPP, PALS, ACLS, PHTLS, ITLS desired), Class C driver's license, ability to speak Spanish, Cantonese, Mandarin and/or Vietnamese highly desirable.	
Dress Code/ Protective Gear: Turn-out boots, turn-out pants, fire jacket, gloves and/or rubber gloves, air tank with attachment apparatus, air mask, helmet, axe belt with axe, fire retardant hood, equipment belt, jacket mounted flashlight. Total weight-sum of gear is 53 lbs.	
Tools / Equipment / Weight Required: Medical bag (32 lbs.), inubation kit (18 lbs.), heart-rate monitor (14 lbs.), "drug" box (28 lbs.), bags of Absorb-all (35 lbs.), "Narc" box (8 lbs.), 1-gallon bottles of bleach (9 lbs.), Airway bag (24 lbs.), LifePak Defibrillator (23 lbs.), OFD Bag (includes Trauma bags, IV's, OB Kits, bandages, small splints, scissors, tape, chest seals - 32 lbs.), backboards (adult and pediatric - will exceed 101 lbs. with patient strapped to board), Kendrick Extraction Device (11 lbs.), Saeger-Bag Splint (6 lbs.)	
Additional Job Information: Employees are given 1.5 hours everyday to exercise with free weights, strength machines and cardiovascular equipment. This activity is not required, but encouraged.	



## Essential Functions Job Assessment



Employer Information			
Employer: City of Oakland		Job Title: Firefighter - Paramedic	Date: 6/5/2008
<small>*Frequency performed per shift:      N = Not Present (0%)    O = Occasional (1 – 33%)    F = Frequent (34 – 66%)    C = Constant (67 – 100%)            Repetition Based Determination (multiply reps. by #-hrs. worked)    1 – 4 reps./hr.    5 – 24 reps./hr.    ≥ 25 reps./hr.</small>			
Job Functions	Freq *	Essential	Specific Tasks
1. Lifting	C	<input checked="" type="checkbox"/>	1. Lifting tools, tool boxes, hoses, ladders, various equipment, people
2. Carrying	F	<input checked="" type="checkbox"/>	1. Carrying tools, equipment, equipment/tool boxes/bags, people
3. Pulling	F	<input checked="" type="checkbox"/>	1. Hoses, dragging people, wrenches/tools to open/close hydrants and other valves,
4. Climbing	F	<input checked="" type="checkbox"/>	1. Ladders (up to 10 stories), stairs, steps on trucks/engines, hills, poles, fences/walls
5. Grasping	C	<input checked="" type="checkbox"/>	1. All manner of tools/equipment, hoses, steering wheel, people (in rescue), truck/engine doors and handles, sliding pole
6. Crawling	F	<input checked="" type="checkbox"/>	1. To stay below the level of smoke/fire when performing other duties of firefighting
7. Standing	C	<input checked="" type="checkbox"/>	1. To operate valve controls on truck, operating charged hose for suppression, balancing on ladder(s)
8. Reaching - Forward/Overhead	F	<input checked="" type="checkbox"/>	1. Retrieving all manner of tools, tool boxes, equipment and bags. Utilizing tools/hoses to suppress fires, climbing on ladders and trucks, pull objects/people from various locations
9. Balancing	F	<input checked="" type="checkbox"/>	1. On ladders, uneven ground, hills, stairs, scaffolds, beams. Movement with over 50 lbs. of equipment attached to person
10. Pushing	F	<input checked="" type="checkbox"/>	1. To push building doors open, vehicle doors closed, open/close valves with tools, using door rams
11. Twisting (back/neck)	C	<input checked="" type="checkbox"/>	1. To manage charged hoses, swing axes, hammers and other implements, twisting at the neck to survey immediate location/environment, utilize jaws of life and motorized saws
12. Exposure to Heat	C	<input checked="" type="checkbox"/>	1. Fire exposure is inherent in fire suppression
13. Speaking	C	<input checked="" type="checkbox"/>	1. Constant communication is required to inform other employees of location, status and special needs in a chaotic environment



## Essential Functions Job Assessment



Job Functions	Freq *	Essential	Specific Tasks
14. Color Discrimination	F	<input checked="" type="checkbox"/>	1. To identify the difference between smoke and fire, identify multicolored wires, color-coding of placards.
15. Walking	F	<input checked="" type="checkbox"/>	To climb stairs, pathways, hillsides, to advance on fires, survey fire/accident locations
16. Driving	F	<input checked="" type="checkbox"/>	1. Firefighters at any time may be called upon to operate city fire department vehicles to respond to emergencies or to travel between offices. Adverse traffic conditions can increase drive time.



## Essential Functions Job Assessment



			doors	
*Frequency performed per shift:	N = Not Present (0%)	O = Occasional (1 – 33%)	F = Frequent (34 – 66%)	C = Constant (67 – 100%)
Repetition Based Determination (multiply reps. by #-hrs. worked)		1 – 4 reps / hr.	5 – 24 reps / hr.	≥ 25 reps / hr.

<b>Pull</b>	Max Weight Pulled (1RM): 101+	Distance: 0'-300'	Description: See below	
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	F	24 reps/hr.	0'-300'	Pull open/close doors (building or truck/engine), storage doors on truck/engine
11 – 20	F	22 reps/hr.	0'-300'	Pull open/close discharge outlet and hydrants, pull against smaller charged hose during spray, pull open/close larger doors
21 – 50	F	19 reps/hr.	0'-300'	Pull against charged hose from truck/engine, pull open locked/stuck doors, use door ram, pull open/close discharge outlets
50 – 100	F	16 reps/hr.	0'-50'	Pull small adults/children on EMS Carryall, pull ladders out of storage racks at back of truck, pull open stuck doors, use door ram, drag people from fires/accidents
≥ 101	F	10 reps/hr.	0'-25'	Pull adults on EMS Carryall, pull large debris away from doors in buildings, pull open blocked doors, drag people/objects from fire/accidents, pull 300' charged hose to fire locations

\*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.





## Essential Functions Job Assessment



Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
		use most "swinging" tools like axes/sledge hammers, pry hooks, effectively gauge distances while walking on narrow beams/scaffolds/ladders
Color Discrimination:	C	To identify the difference between smoke and flame, discriminate color of wiring, color-coding of specific placards
Field:	C	To survey large, wide-open areas or assess location in buildings, to see location of other firefighters
Accommodation:	C	To crawl through smaller locations, climb over walls, squeeze through smaller passages all while facing excessive heat and/or cold.
Perception – Spatial:	C	To coordinate movements in all types of locations with equipment (wearing tanks and masks can impair vision)
Perception – Form:	C	To identify people, signs or equipment in chaotic/vision-obstructed situations
Feeling:	F	To sense excessive heat behind doors/walls, to check for pulse or other vital signs on victims, feel for loose boards/walls
Speaking:	C	Must keep constant communication with other firefighters to coordinate movements/strategy in chaotic environment both indoors and outdoors
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		

Work Environment		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Weather:	C	Exposure to all 4 seasons in outdoor locations depending upon nature of emergency call.
Cold	F	Exposure to cold conditions during winter
Heat:	C	Heat from summer time temperature in addition to heat exposure from flame during fire suppression.
Wet/ Humidity:	C	Utilizes water as primary suppressant for fire, exposure to rain is seasonal
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		

Employer Information		
Employer: City of Oakland	Job Title: Firefighter - Paramedic	Date: 6/5/2008

Work Environment (cont'd)		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Noise – Very Quiet	O	At night while sleeping in firehouse.
Noise – Quiet	O	In firehouse during downtime with little activity taking place.
Noise – Moderate	C	Ambient noise from fire and its effects on various materials, hoses emit sound when spraying, trucks/engines
Noise – Loud	C	Potential for yelling, ambient sounds commensurate with destruction from fire/explosion
Noise – Very Loud	F	Sirens, chainsaws, circular saws, explosions, air horns
Vibration	F	Controlling hose during fire suppression, driving or as a passenger on trucks/engines, aftershock from explosions
Atmospheric Conditions	N	N/A
Moving Parts	O	Chainsaw blades, circular saw blades, jaws-of-life, air movers, mechanical ladder
Electrical Shock	O	Potential for shock with building electrical systems and exposure to water in enclosed environments
High Places	F	On ladders (12'-40'), high-lift ladder (up to 10 stories), building rooftops
Radiant Energy	C	Exposure through fire and destruction of electrical systems caused from fire damage
Explosives	O	Gasoline, petroleum based chemicals, flammable materials
Toxic/ Caustic Chemicals	F	Halon, burning materials give off toxic smoke/fumes, spilled chemicals present in some



## Essential Functions Job Assessment



Other Hazards	O	indoor fire locations Blood-borne pathogens, sewage, hospital waste
<small>*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)          Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.</small>		

### Comments

This analysis is based upon the duties a firefighter will assume when in the line of duty. Calls for fire suppression and emergency response will occur at indeterminable times at unknown frequencies. This report represents the highest level of function that a firefighter must adhere to to perform the duties effectively. Duties within the station are considered to be in a controlled environment (cooking, cleaning, etc.) with physical demands falling below what is required as a firefighter. As a firefighter-paramedic, the following additional equipment may be used in the line of duty for fire suppression: straps (< 1 lb.), spanner wrench (2 lbs), gas shut-off wrench (5 lbs.), axe (9 lbs.), apparatus flashlight (10 lbs.), medical bag (32 lbs.), incubation kit (18 lbs.), heart-rate monitor (14 lbs.), "drug" box (28 lbs.), various sized sledge hammers (from 10-25 lbs.), pry hooks (14 lbs.), Halligan tool (15 lbs.), shovel (6 lbs.), lock cutters (10 lbs.), pry/crow bar (6-22 lbs.), door/wall "bracer" (8 lbs.), "jaws of life" (67 lbs.), jackhammer (55 lbs.), door ram (45 lbs.), chain-saw (29 lbs.), circular cutting saw (25 lbs.), large squee-gee (4 lbs.), broom (3 lbs.), safety cones (4lbs. each), water vacuum (11 lbs.), Proser pump (76 lbs.), generators (22-68 lbs. with fuel), 12'-40' ladders (26-64 lbs.), 100'-500' hoses (40-98 lbs - uncharged), bags of Absorb-All (35 lbs.), Monitor sprayer (80 lbs.), blowers (45-60 lbs.), Stokes basket (60 lbs.), 4-way coupler (57 lbs.), fire extinguishers (15-32 lbs.)

### WorkStrategies™ Representative Information

Name: Michael Hough, MS, CIE, Phone: (510) 893-7463 E-Mail: mhough@vibrantcarerehab.com  
 CSCS

Signed: \_\_\_\_\_





## Essential Functions Job Assessment



### Job Description

Tools / Equipment / Weight Required: straps (< 1-5 lbs.), spanner wrench (2-5 lbs), axe (9 lbs.), apparatus flashlight (10 lbs.), medical bag (32 lbs.), intubation kit (18 lbs.), heart-rate monitor (14 lbs.), "drug" box (28 lbs.), various sized sledge hammers (from 10-25 lbs.), pry hooks (14 lbs.), Halligan tool (15 lbs.), shovel (6 lbs.), lock cutters (10 lbs.), pry/crow bar (6-22 lbs.), door/wall "bracer" (8 lbs.), "jaws of life" (67 lbs.), jackhammer (55 lbs.), door ram (45 lbs.), chain-saw (29 lbs.), circular cutting saw (25 lbs.), large squee-gee (4 lbs.), broom (3 lbs.), safety cones (4lbs. each), water vacuum (11 lbs.), Proser pump (76 lbs.), generators (22-68 lbs. with fuel), 12'-40' ladders (26-64 lbs.), 100'-500' hoses (40-98 lbs - uncharged), bags of Absorb-All (35 lbs.), Monitor sprayer (80 lbs.), blowers (45-60 lbs.), Stokes basket (60 lbs.), 4-way coupler (57 lbs.) fire extinguishers (15-32 lbs.)

Additional Job Information: Employees are given 1.5 hours everyday to exercise with free weights, strength machines and cardio-vascular equipment. This activity is not required, but encouraged.





## Essential Functions Job Assessment



Employer Information			
Employer: City of Oakland		Job Title: Battalion Chief	Date: 7/27/2005
*Frequency performed per shift Repetition Based Determination (multiply reps. by #hrs. worked)		N = Not Present (0%) O = Occasional (1 – 33%) 1 – 4 reps / hr.	F = Frequent (34 – 66%) 5 – 24 reps / hr. C = Constant (67 – 100%) ≥ 25 reps / hr.
Job Functions	Freq *	Essential	Specific Tasks
1. Lifting	F	<input checked="" type="checkbox"/>	1. Lifting tools, tool boxes, hoses, ladders, various equipment, people
2. Carrying	F	<input checked="" type="checkbox"/>	1. Carrying tools, equipment, equipment/tool boxes/bags, people
3. Pulling	F	<input checked="" type="checkbox"/>	1. Hoses, dragging people, wrenches/tools to open/close hydrants and other valves, opening/closing desk and file drawers, opening/closing doors to buildings/cars/vehicles
4. Climbing	O	<input checked="" type="checkbox"/>	1. Ladders (up to 10 stories), stairs, steps on trucks/engines, hills, poles, fences/walls
5. Grasping	F	<input checked="" type="checkbox"/>	1. All manner of tools/equipment, hoses, steering wheel, people (in rescue), truck/engine doors and handles, holding various writing implements
6. Crawling	O	<input type="checkbox"/>	1. To stay below the level of smoke/fire when performing other duties of firefighting
7. Standing	C	<input checked="" type="checkbox"/>	1. To operate valve controls on truck, operating charged hose for suppression, balancing on ladder(s), surveying staff onsite
8. Reaching - Forward/Overhead	F	<input checked="" type="checkbox"/>	1. Retrieving all manner of tools, tool boxes, equipment and bags. Utilizing tools/hoses to suppress fires, climbing on ladders and trucks, pull objects/people from various locations, retrieving office supplies, utilizing the computer keyboard and mouse peripherals
9. Balancing	F	<input checked="" type="checkbox"/>	1. Required for basic standing and walking in addition to ladders, uneven ground, hills, stairs, scaffolds, beams. Movement with over 50 lbs. of equipment attached to person
10. Pushing	F	<input checked="" type="checkbox"/>	1. To push building doors open, close vehicle doors
11. Twisting (back/neck)	F	<input type="checkbox"/>	1. To manage charged hoses, twisting at the neck to survey immediate location/environment
12. Exposure to Heat	O	<input checked="" type="checkbox"/>	1. Fire exposure is inherent in fire suppression

## Essential Functions Job Assessment



Job Functions	Freq *	Essential	Specific Tasks
13. Speaking	C	<input checked="" type="checkbox"/>	1. Constant communication is required to inform other employees of location, status and special needs in a chaotic environment
14. Color Discrimination	C	<input checked="" type="checkbox"/>	1. To identify the difference between smoke and fire, identify multicolored wires, color-coding of placards.
15. Walking	F	<input checked="" type="checkbox"/>	To climb stairs, pathways, hillsides, to advance on fires, survey fire/accident locations
16. Sitting/Driving	C	<input checked="" type="checkbox"/>	1. To drive special BC response vehicle (large SUV) and perform administrative duties at computer desk. Battalion Chiefs at any time may be called upon to operate city fire department vehicles to respond to emergencies or to travel between offices. Adverse traffic conditions can increase drive time.

## Essential Functions Job Assessment



### Employer Information

Employer: City of Oakland	Job Title: Battalion Chief	Date: 7/27/2005
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### Physical Demands

Lift	Max Weight Lifted (1RM): 101+		Ht. To/ From: 0"-80"	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Height To/ From	Description
0 – 10	F	25+ reps/hr.	0"-80"	small hand tools, medical supplies, flashlight
11 – 20	F	25+ reps/hr.	0"-80"	larger tools, hammers, pry hooks, heart rate monitor, inubation kit, larger medical supply bags
21 – 50	O	10-20 reps/hr.	0"-80"	hoses, couplers, large tools, air movers, small children, Absorb-All, smaller ladders
50 – 100	O	1-4 reps/hr.	0"-65"	Smaller adults/children, charged hoses, larger ladders, 4-way coupler, large medical bags, large tool chests/boxes
≥ 101	O	1-4 reps/hr.	0"-60"	Adults, fully charged 200'-500' hose

\*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.

Carry	Max Weight Carried (1RM): 101+		Distance: 0'-300'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	F	25+ reps/hr.	0'-300'	small hand tools, medical supplies, flashlight, shovels
11 – 20	F	21 reps/hr.	0'-300'	larger tools, heart rate monitor, inubation kit, larger medical supply bags
21 – 50	O	18 reps/hr.	0-300'	hoses, couplers, large tools, sledge hammers, air movers, small children, Absorb-All, smaller ladders
50 – 100	O	13 reps/hr.	0-300'	Smaller adults/children, charged hoses, larger ladders, large medical bags, large tool chests/boxes, Proser pumpstokes basket (empty)
≥ 101	O	6 reps/hr.	0'-300'	adults, fully charged 200'-500' hose

\*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.

Push	Max Weight Pushed (1RM): 101+		Distance: 0'-50'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	F	20+ reps/hr.	0'-5'	Push open/close doors (building or truck/engine), storage doors on truck/engine, desk or file cabinet drawers
11 – 20	O	20+ reps/hr.	0'-15'	Push against smaller charged hose during spray, push open/close larger doors
21 – 50	O	1-4 reps/hr.	0'-50'	Push against force of charged hose during spray, push open locked/stuck doors
50 – 100	O	1-4 reps/hr.	0'50'	Push ladders back into storage racks at back of truck, push open stuck doors
≥ 101	O	1-4 reps/hr.	0'-50'	Push large debris away from doors in buildings, push vehicles in accidents out of street, push open blocked doors

\*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.

Pull	Max Weight Pulled (1RM): 101+		Distance: 0'-300'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	F	20+ reps/hr.	0'-300'	Pull open/close doors (building or truck/engine), storage doors on truck/engine
11 – 20	O	20+ reps/hr.	0'-300'	Pull open/close discharge outlet and hydrants, pull against smaller charged hose during spray, pull open/close larger doors
21 – 50	O	20+ reps/hr.	0'-300'	Pull against charged hose from truck/engine, pull open





## Essential Functions Job Assessment



Employer Information		
Employer: City of Oakland	Job Title: Battalion Chief	Date: 7/27/2005
Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Sitting	C	Sitting at desk to utilize computer/phone/report books, driving vehicles, taking breaks between hose shifts
Standing	C	To communicate during meetings with staff/public presentations, to control hoses during suppression, to utilize tools to open walls/doors, to utilize equipment on the truck (including pumps), to survey location of fire/accident
Walking	F	To progress through building/fields/outdoor location while suppressing fire, to survey accident/fire location, to climb stairs
Stoop	F	To lean over vehicles/railings/ladders, control hoses while spraying, operate controls on trucks/engine, open close doors/hydrants/valves
Balancing	F	On ladders, stairs, steps, beams, scaffolds, truck/engine steps, uneven pavement, hillsides
Twisting	F	At the neck to survey current location or drive vehicle, at the back to pull hose from the truck, to relay equipment to and from locations
Crawling	O	To stay under flame and smoke in enclosed locations
Kneeling	O	To handle fire hoses from a lowered location, to address needs of injured people, to access doors while avoiding flame/smoke
Crouching	O	To handle fire hoses from a lowered location, to address needs of injured people, to access doors while avoiding flame/smoke
Climbing	O	Ladders (up to 10 stories on the high-lift), smaller ladders from 12'-40' tall, stairs (upwards of 40 stories depending on situation)
Balancing	F	DRIVING: Battalion Chiefs at any time may be called upon to operate city fire department vehicles to respond to emergencies or to travel between offices. Adverse traffic conditions can increase drive time
Reaching	F	Utilizing tools/hoses to suppress fires, climbing on ladders and trucks, pull objects/people from various locations, utilizing keyboards and mousing for data entry. Reaching is broken down into 2 categories: Overhead (performed occasionally) and Forward (performed frequently).
Operating Controls	O	Turns knobs, lifting levers, operating driving controls on trucks/engines
Grasping	F	Steering wheel while driving, hose during fire suppression, holding onto various hand tools and equipment, carrying medical and equipment bags
Pinching	F	To open levers on storage doors of trucks/engines, affixing clamps on clothing
Handling	O	Small hand tools, smaller couplers, small children
Fingering	F	Hooking clasps together on pants, boots, jacket, switches on flashlights, cb controls, pump controls, utilizing a computer keyboard
<small>*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)            Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.</small>		
Sensory Requirements		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Vision – Far:	C	To see far distances while suppressing outdoor fires, driving truck/engines, see up/down in tall buildings
Vision – Near:	C	To view computer screen/keyboard, access log books, review reports/paperwork, to view gauges/meters on tanks and pump controls, to see placards and signs in close-up in smoke-obscured locations, read map and blueprints
Depth Perception:	C	For using hoses to spray water on fire, determining distance to doors/ladders, to effectively use most "swinging" tools like axes/sledge hammers, pry hooks, effectively gauge distances while walking on narrow beams/scaffolds/ladders
Color Discrimination:	C	To identify the difference between smoke and flame, discriminate color of wiring, color-coding of specific placards

## Essential Functions Job Assessment



Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Field:	C	To survey large, wide-open areas or assess location in buildings, to see location of other firefighters
Accommodation:	O	To crawl through smaller locations, climb over walls, squeeze through smaller passages all while facing excessive heat and/or cold.
Perception – Spatial:	C	To coordinate movements in all types of locations with equipment (wearing tanks and masks can impair vision)
Perception – Form:	C	To identify people, signs or equipment in chaotic/vision-obstructed situations
Feeling:	C	To sense excessive heat behind doors/walls, to check for pulse or other vital signs on victims, feel for loose boards/walls
Speaking:	C	Must keep constant communication with other firefighters to coordinate movements/strategy in chaotic environment both indoors and outdoors
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		

Work Environment		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Weather:	C	Exposure to all 4 seasons in outdoor locations depending upon nature of emergency call.
Cold:	F	Exposure to cold conditions during winter
Heat:	C	Heat from summer time temperature in addition to heat exposure from flame during fire suppression.
Wet/ Humidity:	C	Utilizes water as primary suppressant for fire, exposure to rain is seasonal
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		

Employer Information		
Employer: City of Oakland	Job Title: Battalion Chief	Date: 7/27/2005

Work Environment (cont'd)		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Noise – Very Quiet	O	At night while sleeping in firehouse.
Noise – Quiet	O	In firehouse during downtime with little activity taking place, in office while reviewing/generating reports.
Noise – Moderate	C	Ambient noise from fire and its effects on various materials, hoses emit sound when spraying, trucks/engines
Noise – Loud	C	Potential for yelling, ambient sounds commensurate with destruction from fire/explosion
Noise – Very Loud	F	Sirens, chainsaws, circular saws, explosions, air horns
Vibration	O	Controlling hose during fire suppression, driving or as a passenger on trucks/engines, aftershock from explosions
Atmospheric Conditions	N	N/A
Moving Parts	O	Chainsaw blades, circular saw blades, jaws-of-life, air movers, mechanical ladder
Electrical Shock	O	Potential for shock with building electrical systems and exposure to water in enclosed environments
High Places	O	On ladders (12'-40'), high-lift ladder (up to 10 stories), building rooftops
Radiant Energy	C	Exposure through fire and destruction of electrical systems caused from fire damage
Explosives	O	Gasoline, petroleum based chemicals, flammable materials
Toxic/ Caustic Chemicals	O	Halon, burning materials give off toxic smoke/fumes, spilled chemicals present in some indoor fire locations
Other Hazards	O	Blood-borne pathogens, sewage, hospital waste
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		



## Essential Functions Job Assessment



### Comments

This analysis is based upon the duties a Battalion Chief will assume when in the line of duty. Calls for fire suppression and emergency response will occur at indeterminable times at unknown frequencies. This report represents the highest level of function that a Battalion Chief must adhere to when asked to perform these fire suppression duties effectively. Duties within the station are considered to be in a controlled environment (reporting, managerial duties, etc.) with physical demands falling below what is required as a firefighter. These duties are considered essential to the management of staff in and out of crisis situations and can be utilized as part of a modified return to work program.

### WorkStrategies™ Representative Information

Name: Michael Hough      Phone: (707) 694-6741      E-Mail: mhough@hq.novacare.com

Signed: \_\_\_\_\_





City of Oakland

# Essential Functions Job Assessment



## Contact Information

Job Position: Fire Engineer		
Employer: City of Oakland	Type of Business: Municipal Fire Dept	
Location/ Plant: Oakland	Department: Public Safety	
Address: 150 Frank H. Ogawa Plaza 3 <sup>rd</sup> Floor #3354		
City: Oakland	State: CA	Zip: 94612
Contact Name: Steve Danziger	Title: Oakland City Fire Work Comp.	
Phone: 510-238-7623	Fax: 510-238-7924	Email: smdanziger@oaklandnet.com
Brief Description of Employer's Business: Public Safety-Fire Prevention and Emergency Response for the City of Oakland		

## WorkStrategies™ Representative Information

Name: Russell Garcia BS, C.S.C.S.	Date: 7/12/06
Phone: (510) 893-7463	Email: rugarcia@hq.novacare.com
Company: NovaCare Rehabilitation	Title: Work Strategies Specialist
Address: 1814 Franklin Street #905	
City: Oakland	State: CA Zip: 94612

## Job Description

Job Title: Fire Engineer					
Classification:	<input type="checkbox"/> Sedentary (up to 10-lbs.)	<input type="checkbox"/> Light (11 to 20-lbs.)	<input type="checkbox"/> Medium (21 to 50-lbs.)	<input type="checkbox"/> Heavy (51 to 100-lbs.)	<input checked="" type="checkbox"/> Very Heavy (≥101-lbs.)
Job Performed:	<input checked="" type="checkbox"/> Part of Team	<input checked="" type="checkbox"/> Rotation Basis	<input type="checkbox"/> Assembly Line	<input checked="" type="checkbox"/> Alone	
Max Weight Handled: 101+-lbs.	Employment Hours:	24 on/48 off Hrs. Worked/ Day	Up to 52 Hrs. Worked/ Wk.	yes Lunch and Breaks	
Brief Description of Job: Under general direction of a Lieutenant or Captain, the Engineer of Fire drives apparatus in emergency and non-emergency situations; operates fire engine pumps; directs and assists in the laying of the hose; configures valves, connections, and auxiliary pumping equipment; works in conjunctions with other engineers during the tandem operations; maintains apparatus in proper condition; maintains detailed knowledge of topography, street conditions, and water supply to perform required duties; performs firefighter duties when pump is not in operation at a fire; and performs related duties as assigned. (See Firefighter EFJA)					
Educational Requirements (Specific Training, Experience, Certification and/or Licensing): High School Diploma or GED equivalent, EMT certification, Class C driver's license, Class B drivers license including air-brakes. Minimum 36 months as Oakland Firefighter. Certification as Fire Apparatus Driver/Operator 1A and 1B through Offices of the California State Fire Marshal.					
Dress Code/ Protective Gear: Turn-out boots, turn-out pants, fire jacket, gloves, self contained breathing apparatus with facepiece (SCBA), helmet, axe belt with axe, fire retardant hood, equipment belt, jacket mounted flashlight. Total weight-sum of gear is 53 lbs.					
Tools / Equipment / Weight Required: Turnouts (approx 50#), Hummit (25#), Fire hose (1 3/4", 2.5", 3", 5") 100-500' hoses (40-98# uncharged), 4-way coupler (57 lbs.) fire extinguishers (15-32 lbs.), Hose extensions (3-5") 15-34#, Locking cap and cheater bar for hydrants (9#), Manifold (12#), GMS (17#), hose clamp (10#), Gated Y (11#), Hose coupling assemblies (3-15#), Spanner wrench (2#).					
Additional Job Information: To perform firefighting activities including, but not exclusive to, fire prevention utilizing all related tools/equipment/vehicles, perform emergency medical aid, promote fire prevention through inspection/programs, respond/mitigate hazardous materials incidents, maintain tools/equipment/vehicles, participate in drills/training classes and operate radio for effective communication. Employees are given 1.5 hours everyday to exercise with free weights, strength machines and cardio-vascular equipment. This activity is not required, but encouraged.					



City of Oakland

# Essential Functions Job Assessment



Employer Information		
Employer: City of Oakland	Job Title: Fire Engineer	Date: 7/12/2006

*Frequency performed per shift Repetition Based Determination (multiply reps. by #-hrs. worked)	N = Not Present (0%) 1 – 4 reps./ hr.	O = Occasional (1 – 33%) 5 – 24 reps./ hr.	F = Frequent (34 – 66%) 5 – 24 reps./ hr.	C = Constant (67 – 100%) ≥ 25 reps./ hr.
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Job Functions	Freq *	Essential	Specific Tasks
1. Lifting	C	<input checked="" type="checkbox"/>	1. Lifting tools, tool boxes, hoses, ladders, various equipment, people
2. Carrying	F	<input checked="" type="checkbox"/>	1. Carrying tools, equipment, equipment/tool boxes/bags, people.
3. Stoop	C	<input checked="" type="checkbox"/>	1. To inspect fire engine (fluids, status of rig), tools, equipment storage, retrieval of tools or equipment from compartments, inspection of O2 packs in Engine.
4. Pulling	F	<input checked="" type="checkbox"/>	1. Hoses, dragging people, wrenches/tools to open/close hydrants and other valves.
5. Climbing	F	<input checked="" type="checkbox"/>	1. In/out of engine, to inspect hoses on top of engine, Spray assembly on top of engine, equipment on top of engine.
6. Grasping	C	<input checked="" type="checkbox"/>	1. All manner of tools/equipment, hoses, steering wheel, people (in rescue), truck/engine doors and handles, sliding pole
7. Standing	C	<input checked="" type="checkbox"/>	1. To operate valve controls on truck, operating charged hose for suppression, balancing on ladder(s)
8. Reaching - Forward/Overhead	F	<input checked="" type="checkbox"/>	1. Retrieving all manner of tools, tool boxes, equipment and bags. Utilizing tools/hoses to suppress fires, climbing on ladders and trucks, pull objects/people from various locations
9. Balancing	O	<input checked="" type="checkbox"/>	1. Uneven ground, hills, back of truck for retrieval of hoses.
10. Pushing	F	<input checked="" type="checkbox"/>	1. Vehicle doors closed, open/close valves with tools, assisting in fire duties.
11. Twisting (back/neck)	C	<input checked="" type="checkbox"/>	1. To manage charged hoses, twisting at the neck to survey immediate location/environment, while driving in traffic congested areas.
12. Exposure to Heat	F	<input checked="" type="checkbox"/>	1. Fire exposure is inherent in fire suppression
13. Speaking	C	<input checked="" type="checkbox"/>	1. Constant communication is required to inform other employees of location, status and special needs in a chaotic environment.
14. Color Discrimination	F	<input checked="" type="checkbox"/>	1. To identify the difference between smoke and fire, identify multicolored wires, color-coding of placards, hoses, pressure gauges.
15. Walking	F	<input checked="" type="checkbox"/>	1. To climb stairs, pathways, hillsides, to advance on fires, survey fire/accident locations



City of Oakland

# Essential Functions Job Assessment



Job Functions	Freq *	Essential	Specific Tasks
16.	Select On	<input type="checkbox"/>	1.



City of Oakland

# Essential Functions Job Assessment



## Employer Information

Employer: City of Oakland	Job Title: Fire Engineer	Date: 7/12/2006
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## Physical Demands

<b>Lift</b>	Max Weight Lifted (1RM): 101+		Ht. To/ From: 0-80"	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Height To/ From	Description
0 – 10	C	15-25 reps/hr	0-80"	Small hand tools, medical supplies, small hose coupling made of pyrolite, hose clamp.
11 – 20	C	15-25 reps/hr	0-80"	Cheater bars, 5" hose extensions, Manifolds, GMS apparatus.
21 – 50	F	15-20 reps/hr	0-80"	Hose extensions, rolled hoses, Hummit turnouts, O2 bottles.
50 – 100	F	10-12 reps/hr	0-65"	5"rolled hose, small ladders, rolled hose, smaller charged hoses.
≥ 101	O	5-10reps/hr	0-60"	Adults, fully charges fire hoses while at fire scene.
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.				

<b>Carry</b>	Max Weight Carried (1RM): 101+		Distance: 0-300'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	C	25+reps/hr	0-300'	Small hand tools, medical supplies, small hose couplings, hose-clamp
11 – 20	F	10-20reps/hr	0-300'	House couplings and assemblies, hammers, pry hooks, heart rate monitor, inubation kit, larger medical supply bags (on medical calls), hose heads.
21 – 50	F	5-20reps/hr	0-300'	Hose extensions, rolled hoses, Hummit turnouts, O2 bottles.
50 – 100	O	1-7reps/hr	0-300'	5"rolled hose, rolled hose, small ladders, smaller charged hoses.
≥ 101	O	1-7reps/hr	0-300'	Adults, fully charges fire hoses while at fire scene.
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.				

<b>Push</b>	Max Weight Pushed (1RM): 101+		Distance: 0-50'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	F	5-15reps/hr.	0-5'	Engine doors, compartment doors, hose into storage, small hand tools, medical supplies.
11 – 20	F	5-20reps/hr	0-15'	Push open/close discharge outlet and hydrants, push against smaller charged hose during spray, push open/close larger doors
21 – 50	F	5-20reps/hr	0-50'	Push against force of charged hose during spray, push open locked/stuck doors, push open/close discharge outlets
50 – 100	F	1-10reps/hr	0-50'	Push ladders back into storage racks at back of truck, push open stuck door, push 5" charged hoses if necessary.
≥ 101	O	1-4reps/hr	0-50'	Push large objects at fire scenes, vehicles in accidents out of street.
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.				

<b>Pull</b>	Max Weight Pulled (1RM): 101+		Distance: 0-300'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	F	1-24reps/hr	0-300'	Pull open/close doors (building or truck/engine), storage doors on truck/engine
11 – 20	F	1-20reps/hr	0-300'	Pull open/close discharge outlet and hydrants, pull against

Rev: 7-2005

Page 4 of 8

Fire Engineer EFJA.doc





City of Oakland

# Essential Functions Job Assessment



				smaller charged hose during spray, pull open/close larger doors
21 – 50	F	0-19reps/hr	0-300'	Pull against charged hose from truck/engine, pull open locked/stuck doors, pull open/close discharge outlets
50 – 100	F	0-15reps/hr	0-50'	Pull ladders out of storage racks at back of truck, pull charged hoses, assist at scene of fire with objects/people.
≥ 101	F	0-10reps/hr	0-25'	Pull larger charged hoses, assist at scene of fire objects/people.
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.				



City of Oakland

# Essential Functions Job Assessment



Employer Information		
Employer: City of Oakland	Job Title: Fire Engineer	Date: 7/12/2006

Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Sitting	C	Constantly sitting while driving.
Standing	C	To control hoses during fire suppression, while assembling hose couplings, to utilize controls for pressure in hoses, to survey location of fire equipment.
Walking	F	To progress through buildings/fields/outdoor locations while suppressing fire, to survey accident/fire locations, to climb stairs.
Stoop	F	To lean over while inspecting vehicle/railings/ladders/hoses, operate controls on engine, open/close doors/hydrants/valves.
Balancing	F	On engine/truck steps, uneven pavement, hillsides
Twisting	C	At neck while driving vehicle, to survey locations, at the back to pull hose from the truck, to relay equipment to and from locations.
Crawling	O	To stay under flame/smoke levels if acting as firefighter.
Kneeling	F	To handle fire hoses from a lowered location, to address the needs of injured people, to inspect the lugnuts of vehicle in precheck.
Crouching	O	To handle fire hoses from a lowered location, to address the needs of injured people.
Climbing	O	Into and out of Engine, to inspect hose on the engine, to inspect nozzle on top of engine.
Balancing	F	On engine/truck steps, uneven pavement, hillsides
Reaching	F	Retrieving all manners of tools, into compartments, utilizing tools/hoses, climbing into/out of engine, climbing on engine, pull objects/people from locations.
Operating Controls	F	Turn knobs, lifting of levers, operating controls on Engine, pump controls
Grasping	C	Brass pole while sliding, steering wheel while driving, hose utilization, holding onto various tools while assembling valves and equipment, carrying medical/equipment bags.
Pinching	F	To open levers on storage doors of trucks/engines, to pull lugnut caps off of lugnuts during precheck.
Handling	F	Small tools, smaller couplers, small children.
Fingering	F	Hooking clasps together on pants, boots, jacket, switches on flashlights, cb controls, pump controls
<small>*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)            Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps./hr. 5 – 24 reps./hr. ≥ 25 reps./hr.</small>		

Sensory Requirements		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Vision – Far:	C	To observe large scenes while at accidents or fires, driving engine, see up/down at tall buildings.
Vision – Near:	C	To view gauges/meters on engine, pump controls, to see placards and signs in close-up, to read maps and blueprints.
Depth Perception:	C	Determining distance to and from hydrants, determining length of hose necessary for fire suppression.
Color Discrimination:	C	To determine difference between smoke and flame, discriminate colors of wires and hoses, color coding of specific placards on hazards or equipment.
Field:	C	To survey large, wide-open areas or asses location of buildings, to see location of firefighters.
Accommodation:	O	To inspect radiator and front components of Engine while cab is raised for precheck inspection.
Perception – Spatial:	C	To coordinate movements in all types of locations while laying out hose or equipment.
Perception – Form:	C	To identify people, signs or equipment in chaotic/vision obstructed situations.
Feeling:	F	To sense differences in hose pressures, brittleness of wires and hoses in precheck on engine.

Rev: 7-2005

Page 6 of 8

Fire Engineer EFJA.doc



City of Oakland

# Essential Functions Job Assessment



Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Speaking:	C	Must keep in constant communication with firefighters/lieutenant to coordinate movement/strategy in chaotic environments.
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.		

Work Environment		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Weather:	C	Exposure to all 4 seasons in outdoor locations depending on nature of emergency call.
Cold:	F	Exposure to cold conditions during winter months.
Heat:	C	Heat from summer time temperatures in addition to heat from exposure to flame during fire suppression.
Wet/ Humidity:	C	Utilizes water as primary suppressant for fire, exposure to rain is seasonal.
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.		

Employer Information		
Employer: City of Oakland	Job Title: Fire Engineer	Date: 7/12/2006

Work Environment (cont'd)		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Noise – Very Quiet	O	At night while sleeping in firehouse.
Noise – Quiet	O	In firehouse during downtime with little activity taking place.
Noise – Moderate	F	Ambient noise from fire and it's affects on various materials, hoses emit sound when spraying, truck/engine noise.
Noise – Loud	F	Ambient sounds commensurate with destruction from fire/explosion.
Noise – Very Loud	F	Sirens, explosions, air-horns
Vibration	F	Controlling hose during fire suppression, driving engine, aftershock from explosions.
Atmospheric Conditions	N	n/a
Moving Parts	F	Hydraulic lift for engine cab, hydraulic lift for ladder, various equipment.
Electrical Shock	O	Exposure to downed power lines and water, while inspecting wires on engine.
High Places	O	When acting as firefighter on ladders (12'-40'), high-lift ladder (up to 10 stories), building rooftop.
Radiant Energy	C	Exposure to heat from fire and destruction of electrical systems caused from fire damage.
Explosives	O	Gasoline, petroleum based chemicals, cleaning chemicals, flammable materials.
Toxic/ Caustic Chemicals	F	Halon, burning materials give off toxic smoke/fumes, spilled chemicals present in some accidents.
Other Hazards	O	Blood-borne pathogens, sewage, hospital waste.
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.		

Tools/Equipment			
Tools/Equipment	Weight (lbs.)	Frequency	Essential (Y or N)
Spanner wrench	2#	O	Y
Gas shut-off wrench	5#	O	Y
Halligan tool	15#	O	Y
12'-24' ladder	26-45#	O	Y
100'-500' hose	40-98#	F	Y
4-way coupler	57#	O	Y
Fire extinguishers	15-32#	O	Y
Hummit	25#	O	Y





City of Oakland

# Essential Functions Job Assessment



Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Speaking:	C	Must keep in constant communication with firefighters/lieutenant to coordinate movement/strategy in chaotic environments.
<small>*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)            Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.</small>		

Work Environment		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Weather:	C	Exposure to all 4 seasons in outdoor locations depending on nature of emergency call.
Cold:	F	Exposure to cold conditions during winter months.
Heat:	C	Heat from summer time temperatures in addition to heat from exposure to flame during fire suppression.
Wet/ Humidity:	C	Utilizes water as primary suppressant for fire, exposure to rain is seasonal.
<small>*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)            Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.</small>		

Employer Information		
Employer: City of Oakland	Job Title: Fire Engineer	Date: 7/12/2006

Work Environment (cont'd)		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Noise – Very Quiet	O	At night while sleeping in firehouse.
Noise – Quiet	O	In firehouse during downtime with little activity taking place.
Noise – Moderate	F	Ambient noise from fire and it's affects on various materials, hoses emit sound when spraying, truck/engine noise.
Noise – Loud	F	Ambient sounds commensurate with destruction from fire/explosion.
Noise – Very Loud	F	Sirens, explosions, air-horns
Vibration	F	Controlling hose during fire suppression, driving engine, aftershock from explosions.
Atmospheric Conditions	N	n/a
Moving Parts	F	Hydraulic lift for engine cab, hydraulic lift for ladder, various equipment.
Electrical Shock	O	Exposure to downed power lines and water, while inspecting wires on engine.
High Places	O	When acting as firefighter on ladders (12'-40'), high-lift ladder (up to 10 stories), building rooftop.
Radiant Energy	C	Exposure to heat from fire and destruction of electrical systems caused from fire damage.
Explosives	O	Gasoline, petroleum based chemicals, cleaning chemicals, flammable materials.
Toxic/ Caustic Chemicals	F	Halon, burning materials give off toxic smoke/fumes, spilled chemicals present in some accidents.
Other Hazards	O	Blood-borne pathogens, sewage, hospital waste.
<small>*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)            Repetition Based Determination (multiply reps. by #-hrs. worked) 1 – 4 reps./ hr. 5 – 24 reps./ hr. ≥ 25 reps./ hr.</small>		

Tools/Equipment			
Tools/Equipment	Weight (lbs.)	Frequency	Essential (Y or N)
Spanner wrench	2#	O	Y
Gas shut-off wrench	5#	O	Y
Halligan tool	15#	O	Y
12'-24' ladder	26-45#	O	Y
100'-500' hose	40-98#	F	Y
4-way coupler	57#	O	Y
Fire extinguishers	15-32#	O	Y
Hummit	25#	O	Y



City of Oakland

# Essential Functions Job Assessment



GMS	17#	F	Y
Hose extensions	15-35#	O	Y
Locking cap tool	4#	O	Y
Cheater bar	5#	O	Y
Manifold	12#	F	Y
Hose clamp	10#	O	Y
Gated-Y	11#	O	Y
Turnouts	50#	O	Y
*Frequency performed per shift: N = Not Present (0%)    O = Occasional (1 – 33%)    F = Frequent (34 – 66%)    C = Constant (67 – 100%)			
Repetition Based Determination (multiply reps. by #-hrs. worked)    1 – 4 reps./ hr.    5 – 24 reps./ hr.    ≥ 25 reps./ hr.			
Time Based    0-2.5 hours    2.5 – 5.5 hours    > 5.5 hours			

### Comments

Frequency of use for equipment is dependent upon the amount of calls a particular firehouse handles in a working shift. Some houses handle extensively more calls (medical and fire related) than other houses and this will affect the amount of times an engineer will use a tool or if an engineer will use a tool. Engineers will have more involvement in calls when the houses are lower in staffing.

### WorkStrategies™ Representative Information

Name: Russell Garcia BS, C.S.C.S    Phone: (510) 893-7463    E-Mail: rugarcia@hq.novacare.com

Signature: \_\_\_\_\_    Date: \_\_\_\_\_



## Essential Functions Job Assessment



Contact Information	
Employee: N/A	Select One... N/A
Employer: City of Oakland	Type of Business: Municipal Fire Department
Location/ Plant: Oakland	Department: Public Safety
Address: 150 Frank Ogawa Plaza 3 <sup>rd</sup> Floor #3354	
City: Oakland	State: CA Zip: 94612
Contact Name: Steven Danziger	Department: Oakland City Fire Dept.
Phone: (510) 238-7623 Fax: (510) 238-7924	Email: smdanziger@oaklandnet.com
Brief Description of Employer's Business: Public Safety - Fire Prevention and Emergency Response for the City of Oakland, California.	
WorkStrategies™ Representative Information	
Name: Russell Garcia, CSCS	Date: 3/25/07
Phone: (707) 694-6741	Email: rugarcia@vibrantcarerehab.com
Company: VibrantCare Rehabilitation	Title: Industrial Rehabilitation Specialist
Address: 1814 Franklin Street #905	
City: Oakland	State: CA Zip: 94612
Job Description	
Job Title: Fire Lieutenant - Firefighter	
Classification:	<input type="checkbox"/> Sedentary (up to 10-lbs.) <input type="checkbox"/> Light (11 to 20-lbs.) <input type="checkbox"/> Medium (21 to 50-lbs.) <input type="checkbox"/> Heavy (51 to 100-lbs.) <input checked="" type="checkbox"/> Very Heavy (≥101-lbs.)
Job Performed:	<input checked="" type="checkbox"/> Part of Team <input checked="" type="checkbox"/> Rotation Basis <input type="checkbox"/> Assembly Line <input type="checkbox"/> Alone
Max Weight Handled: 101+lbs.	Employment Hours: 24 on/48 off Hrs. Worked/ Day            Up to 56 Hrs. Worked/ Vwk.            Yes Lunch and Breaks
<p>Brief Description of Job: The fire lieutenant is responsible for maintaining supervisory control of four to eight fire fighters within a fire house or while on scene at medical emergencies, car fires, structural fires or hazardous materials scenarios or other emergency incidents. A Lieutenant will answer and respond to all orders provided by a Captain or Battalion Chief either on scene or in house. In addition, Lieutenants provide training supervision to their staff, complete performance evaluations, maintain incident journals, log incident reports, delegate tasks for daily completion to the assigned crew.</p> <p>In addition, Lieutenants will perform standard firefighting activities including, but not exclusive to, fire prevention utilizing all related tools/equipment/vehicles, perform emergency medical aid, promote fire prevention through inspection/programs, respond/mitigate hazardous materials incidents, maintain tools/equipment/vehicles, participate in drills/training classes and operate radios for effective communication.</p> <p>Note: A Lieutenant is considered supervisory by nature. However, the Lieutenant must assist firefighters in the line of duty as deemed necessary. This analysis is based upon the duties a Lieutenant will assume when in the line of duty acting as a firefighter. Calls for fire suppression and emergency response will occur at indeterminable times at unknown frequencies. This report represents the highest level of function that a Lieutenant must adhere to when asked to perform the duties of a firefighter effectively. Duties within the station as a Lieutenant are considered to be in a controlled environment (meetings, phone calls, computer interface, report review, etc.) with physical demands falling below that of what is required to assist firefighters in the line of duty.</p>	
Educational Requirements (Specific Training, Experience, Certification and/or Licensing): High School Diploma or GED equivalent, EMT certification, Class C driver's license.	
Dress Code/ Protective Gear: Turn-out boots, turn-out pants, fire coat, gloves, SCBA (self contained breathing apparatus) and face piece, helmet, fire retardant hood, equipment belt, jacket mounted flashlight. Total weight-sum of gear is approximately 53 lbs.	



### Job Description

Tools / Equipment / Weight Required: straps (< 1 lb.), spanner wrench (2 lbs), gas shut-off wrench (5 lbs.), axe (9 lbs.), apparatus flashlight (10 lbs.), medical bag (32 lbs.), inubation kit (18 lbs.), heart-rate monitor (14 lbs.), "drug" box (28 lbs.), various sized sledge hammers (from 10-25 lbs.), pry hooks (14 lbs.), Halligan tool (15 lbs.), shovel (6 lbs.), lock cutters (10 lbs.), pry/crow bar (6-22 lbs.), door/wall "bracer" (8 lbs.), "jaws of life" (67 lbs.), jackhammer (55 lbs.), door ram (45 lbs.), chain-saw (29 lbs.), circular cutting saw (25 lbs.), large squee-gee (4 lbs.), broom (3 lbs.), safety cones (4lbs. each), water vaccuum (11 lbs.), Proser pump (76 lbs.), generators (22-68 lbs. with fuel), 12'-40' ladders (26-64 lbs.), 100'-500' hoses (40-98 lbs - uncharged), bags of Absorb-All (35 lbs.), Monitor sprayer (80 lbs.), blowers (45-60 lbs.), Stokes basket (60 lbs.), 4-way coupler (57 lbs.)fire extinguishers (15-32 lbs.)

Additional Job Information: Employees are given 1.5 hours everyday to exercise with free weights, strength machines and cardio-vascular equipment. This activity is not required, but encouraged.



## Essential Functions Job Assessment



Employer Information			
Employer: City of Oakland		Job Title: Fire Lieutenant	Date: 3/25/2007
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.			
Job Functions	Freq *	Essential	Specific Tasks
1. Lifting	F	<input checked="" type="checkbox"/>	1. Lifting tools, tool boxes, hoses, ladders, various equipment, people
2. Carrying	F	<input checked="" type="checkbox"/>	1. Carrying tools, equipment, equipment/tool boxes/bags, people
3. Pulling	F	<input checked="" type="checkbox"/>	1. Hoses, dragging people, wrenches/tools to open/close hydrants and other valves,
4. Climbing	F	<input checked="" type="checkbox"/>	1. Ladders (up to 10 stories), stairs, steps on trucks/engines, hills, poles, fences/walls
5. Grasping	F	<input checked="" type="checkbox"/>	1. All manner of tools/equipment, hoses, steering wheel, people (in rescue), truck/engine doors and handles, holding various writing implements
6. Crawling	F	<input checked="" type="checkbox"/>	1. To stay below the level of smoke/fire when performing other duties of firefighting
7. Standing	F	<input checked="" type="checkbox"/>	1. To operate valve controls on truck, operating charged hose for suppression, balancing on ladder(s), surveying staff onsite
8. Reaching - Forward/Overhead	F	<input checked="" type="checkbox"/>	1. Retrieving all manner of tools, tool boxes, equipment and bags. Utilizing tools/hoses to suppress fires, climbing on ladders and trucks, pull objects/people from various locations, performing training demonstrations, retrieving office supplies
9. Balancing	F	<input checked="" type="checkbox"/>	1. On ladders, uneven ground, hills, stairs, scaffolds, beams. Movement with over 50 lbs. of equipment attached to person
10. Pushing	F	<input checked="" type="checkbox"/>	1. To push building doors open, close vehicle doors
11. Twisting (back/neck)	F	<input checked="" type="checkbox"/>	1. To manage charged hoses, twisting at the neck to survey immediate location/environment
12. Exposure to Heat	C	<input checked="" type="checkbox"/>	1. Fire exposure is inherent in fire suppression
13. Speaking	C	<input checked="" type="checkbox"/>	1. Constant communication is required to in form other employees of location, status and special needs in a chaotic environment





## Essential Functions Job Assessment



Job Functions	Freq *	Essential	Specific Tasks
14. Color Discrimination	C	<input checked="" type="checkbox"/>	1. To identify the difference between smoke and fire, identify multicolored wires, color-coding of placards.
15. Walking	F	<input checked="" type="checkbox"/>	To climb stairs, pathways, hillsides, to advance on fires, survey fire/accident locations
16. Sitting	C	<input checked="" type="checkbox"/>	1. Required to drive and perform administrative duties at computer desk.

## Essential Functions Job Assessment



### Employer Information

Employer: City of Oakland	Job Title: Fire Lieutenant	Date: 3/25/2007
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### Physical Demands

Lift	Max Weight Lifted (1RM): 101+		Ht. To/ From: 0"-80"	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Height To/ From	Description
0 – 10	C	25+ reps/hr.	0"-80"	Small hand tools, medical supplies, flashlight
11 – 20	C	25+ reps/hr.	0"-80"	Larger tools, hammers, pry hooks, heart rate monitor, incubation kit, larger medical supply bags
21 – 50	F	10-20 reps/hr.	0"-80"	Hoses, large tools, air movers, small children, Absorb-All, smaller ladders
50 – 100	O	1-4 reps/hr.	0"-65"	Smaller adults/children, charged hoses, larger ladders, 4-way coupler, large medical bags, large tool chests/boxes
≥ 101	O	1-4 reps/hr.	0"-60"	Adults, fully charged 200'-500' hose

\*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.

Carry	Max Weight Carried (1RM): 101+		Distance: 0'-300'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	C	25+ reps/hr.	0'-300'	Small hand tools, medical supplies, flashlight, shovels
11 – 20	F	20+ reps/hr.	0'-300'	Larger tools, heart rate monitor, incubation kit, larger medical supply bags
21 – 50	F	10+ reps/hr.	0-300'	Hoses, couplers, large tools, sledge hammers, air movers, small children, Absorb-All, smaller ladders
50 – 100	O	1-4 reps/hr.	0-300'	Smaller adults/children, charged hoses, larger ladders, large medical bags, large tool chests/boxes, Proser pumpstokes basket (empty)
≥ 101	O	1-4 reps/hr.	0'-300'	adults, fully charged 200'-500' hose

\*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.

Push	Max Weight Pushed (1RM): 101+		Distance: 0'-50'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	F	20+ reps/hr.	0'-5'	Push open/close doors (building or truck/engine), storage doors on truck/engine
11 – 20	F	20+ reps/hr.	0'-15'	Push open/close discharge outlet and hydrants, push against smaller charged hose during spray, push open/close larger doors
21 – 50	O	1-4 reps/hr.	0'-50'	Push against force of charged hose during spray, push open locked/stuck doors
50 – 100	O	1-4 reps/hr.	0'50'	Push ladders back into storage racks at back of truck, push open stuck doors
≥ 101	O	1-4 reps/hr.	0'-50'	Push large debris away from doors in buildings, push vehicles in accidents out of street, push open blocked doors

\*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.

Pull	Max Weight Pulled (1RM): 101+		Distance: 0'-300'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	F	20+ reps/hr.	0'-300'	Pull open/close doors (building or truck/engine), storage doors on truck/engine
11 – 20	F	20+ reps/hr.	0'-300'	Pull against smaller charged hose during spray, pull open/close larger doors
21 – 50	F	20+ reps/hr.	0'-300'	Pull against charged hose from truck/engine, pull open



## Essential Functions Job Assessment



				locked/stuck doors
50 – 100	F	10+ reps/hr.	0'-50'	Pull ladders out of storage racks at back of truck, pull open stuck doors, drag people from fires/accidents
≥ 101	F	10+ reps/hr.	0'-25'	Pull large debris away from doors in buildings, pull open blocked doors, drag people/objects from fire/accidents, pull 300' charged hose to fire locations
<small>*Frequency performed per shift:      N = Not Present (0%)    O = Occasional (1 – 33%)      F = Frequent (34 – 66%)      C = Constant (67 – 100%)            Repetition Based Determination (multiply reps. by #-hrs. worked)    1 – 4 reps / hr.      5 – 24 reps / hr.      ≥ 25 reps / hr.</small>				

## Essential Functions Job Assessment



Employer Information		
Employer: City of Oakland	Job Title: Fire Lieutenant	Date: 3/25/07

Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Sitting	C	Driving vehicles, taking breaks between hose shifts
Standing	F	To control hoses during suppression, to utilize tools to open walls/doors, to utilize equipment on the truck (including pumps), to survey location of fire/accident
Walking	F	to progress through building/fields/outdoor location while suppressing fire, to survey accident/fire location, to climb stairs
Stoop	F	To lean over vehicles/railings/ladders, control hoses while spraying, operate controls on trucks/engine, open close doors/hydrants/valves
Balancing	F	On ladders, stairs, steps, beams, scaffolds, truck/engine steps, uneven pavement, hillsides
Twisting	F	At the neck to survey current location or drive vehicle, at the back to pull hose from the truck, to relay equipment to and from locations
Crawling	F	To stay under flame and smoke in enclosed locations
Kneeling	F	To handle fire hoses from a lowered location, to address needs of injured people, to access doors while avoiding flame/smoke
Crouching	F	To handle fire hoses from a lowered location, to address needs of injured people, to access doors while avoiding flame/smoke
Climbing	F	Ladders (up to 10 stories on the high-lift), smaller ladders from 12'-40' tall, stairs (upwards of 40 stories depending on situation)
Balancing	F	On ladders, stairs, steps, beams, scaffolds, truck/engine steps, uneven pavement, hillsides
Reaching	F	Utilizing tools/hoses to suppress fires, climbing on ladders and trucks, pull objects/people from various locations
Operating Controls	F	Turns knobs, lifting levers, operating driving controls on trucks/engines
Grasping	C	Steering wheel while driving, hoese during fire suppression, holding onto various hand tools and equipment, carrying medical and equipment bags
Pinching	F	To open levers on storage doors of trucks/engines, affixing clamps on clothing
Handling	F	Small hand tools, smaller couplers, small children
Fingering	F	Hooking clasps together on pants, boots, jacket, switches on flashlights, cb controls, pump controls

\*Frequency performed per shift      N = Not Present (0%)      O = Occasional (1 – 33%)      F = Frequent (34 – 66%)      C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked)      1 – 4 reps / hr.      5 – 24 reps / hr.      ≥ 25 reps / hr.

Sensory Requirements		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Vision – Far:	C	To see far distances while suppressing outdoor fires, driving truck/engines, see up/down in tall buildings
Vision – Near:	C	To view guages/meters on tanks and pump controls, to see placards and signs in close-up in smoke-obsured locations, read map and blueprints
Depth Perception:	C	For using hoses to spray water on fire, determing distance to doors/ladders, to effectively use most "swinging" tools like axes/sledge hammers, pry hooks, effectively guage distances while walking on narrow beams/scaffolds/ladders
Color Discrimination:	C	To identify the difference between smoke and flame, discriminate color of wiring, color-coding of specific placards
Field:	C	To survey large, wide-open areas or assess location in buildings, to see location of other firefighters
Accommodation:	O	To crawl through smaller locations, climb over walls, ssqueeze through smaller passages all while facing excessive heat and/or cold.
Perception – Spatial:	C	To coordinate movements in all types of locations with equipment (wearing tanks and masks can impair vision)



## Essential Functions Job Assessment



Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Perception – Form:	C	To identify people, signs or equipment in chaotic/vision-obstructed situations
Feeling:	C	To sense excessive heat behind doors/walls, to check for pulse or other vital signs on victims, feel for loose boards/walls
Speaking:	C	Must keep constant communication with other firefighters to coordinate movements/strategy in chaotic environment both indoors and outdoors
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		

Work Environment		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Weather:	C	Exposure to all 4 seasons in outdoor locations depending upon nature of emergency call.
Cold:	F	Exposure to cold conditions during winter
Heat:	C	Heat from summer time temperature in addition to heat exposure from flame during fire suppression.
Wet/ Humidity:	C	Utilizes water as primary suppressant for fire, exposure to rain is seasonal
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		

Employer Information		
Employer: City of Oakland	Job Title: Fire Lieutenant	Date: 3/25/2007

Work Environment (cont'd)		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Noise – Very Quiet	O	At night while sleeping in firehouse.
Noise – Quiet	O	In firehouse during downtime with little activity taking place.
Noise – Moderate	C	Ambient noise from fire and its effects on various materials, hoses emit sound when spraying, trucks/engines
Noise – Loud	C	Potential for yelling, ambient sounds commensurate with destruction from fire/explosion
Noise – Very Loud	F	Sirens, chainsaws, circular saws, explosions, air horns
Vibration	F	Controlling hose during fire suppression, driving or as a passenger on trucks/engines, aftershock from explosions
Atmospheric Conditions	N	N/A
Moving Parts	O	Chainsaw blades, circular saw blades, jaws-of-life, air movers, mechanical ladder
Electrical Shock	O	Potential for shock with building electrical systems and exposure to water in enclosed environments
High Places	O	On ladders (12'-40'), high-lift ladder (up to 10 stories), building rooftops
Radiant Energy	C	Exposure through fire and destruction of electrical systems caused from fire damage
Explosives	O	Gasoline, petroleum based chemicals, flammable materials
Toxic/ Caustic Chemicals	F	Halon, burning materials give off toxic smoke/fumes, spilled chemicals present in some indoor fire locations
Other Hazards	O	Blood-borne pathogens, sewage, hospital waste
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		

Comments
This analysis is based upon the duties a Fire Lieutenant will assume when in the line of duty. Calls for fire suppression and emergency response will occur at indeterminable times at unknown frequencies. This report represents the highest level of function that a Fire Lieutenant must adhere to when asked to perform these duties effectively. Duties within the station are considered to be in a controlled environment (reporting, managerial duties, etc.) with physical demands falling below what is required as a firefighter. These duties are considered essential to the management of staff in and out of crisis situations and can be used as part of a modified return to work program. Revised 3/25/07



## Essential Functions Job Assessment



Comments		
<b>WorkStrategies™ Representative Information</b>		
Name: Russell Garcia	Phone: (916) 806-0331	E-Mail: rugarcia@vibrantcarerehab.com

Signed: \_\_\_\_\_



## Essential Functions Job Assessment



Contact Information	
Employee: N/A	Select One... N/A
Employer: City of Oakland	Type of Business: Fire Prevention
Location/ Plant: Oakland	Department: Public Safety
Address: 150 Frank Ogawa Plaza 3 <sup>rd</sup> Floor #3354	
City: Oakland	State: CA Zip: 94612
Contact Name: Steven Danziger	Department: Oakland City Fire Work Comp.
Phone: (510) 238-7623 Fax: (510) 238-7924	Email: smdzaniger@oaklandnet.com
Brief Description of Employer's Business: Public Safety - Fire Prevention and Emergency Response for the City of Oakland, California.	

WorkStrategies™ Representative Information	
Name: Michael Hough	Date: 10-06-2005 - Amended 7-10-2006
Phone: (707) 694-6741	Email: mhough@hq.novacare.com
Company: NovaCare Rehabilitation	Title: Director of WorkStrategies
Address: 1814 Franklin Street #905	
City: Oakland	State: CA Zip: 94612

Job Description	
Job Title: Fire Captain - Firefighter	
Classification:	<input type="checkbox"/> Sedentary (up to 10-lbs.) <input type="checkbox"/> Light (11 to 20-lbs.) <input type="checkbox"/> Medium (21 to 50-lbs.) <input type="checkbox"/> Heavy (51 to 100-lbs.) <input checked="" type="checkbox"/> Very Heavy (≥101-lbs.)
Job Performed:	<input checked="" type="checkbox"/> Part of Team <input checked="" type="checkbox"/> Rotation Basis <input type="checkbox"/> Assembly Line <input type="checkbox"/> Alone
Max Weight Handled: 101+ lbs.	Employment Hours: 24 on/48 off Hrs. Worked/ Day            Up to 56 Hrs. Worked/ Wk.            Yes Lunch and Breaks
<p>Brief Description of Job: The fire captain is responsible for maintaining managerial control of four to eight fire fighters and up to 4 Lieutenants within a fire house or while on scene at medical emergencies, car fires, structural fires or hazardous materials clean-up scenarios. A Captain will answer and respond to all orders provided by a Battalion Chief either on on scene or in house. In addition, Captain's provide training to their staff, complete performance evaluations, maintain incident journals, log accident reports delegate tasks for daily completion to the assigned crew.</p> <p>In addition, Captain's will perform standard firefighting activities including, but not exclusive to, fire prevention utilizing all related tools/equipment/vehicles, perform emergency medical aid, promote fire prevention through inspection/programs, respond/mitigate hazardous materials incidents, maintain tools/equipment/vehicles, participate in drills/trainingclasses and operate radios for effective communication.</p> <p>Note: A Captain is considered managerial by nature. However, the Captain must assist firefighters in the line of duty as deemed necessary. This analysis is based upon the duties a Captain will assume when in the line of duty acting as a firefighter. Calls for fire suppression and emergency response will occur at indeterminable times at unknown frequencies. This report represents the highest level of function that a Captain must adhere to when asked to perform the duties of a firefighter effectively. Duties within the station as a Captain are considered to be in a controlled environment (meetings, phone calls, computer interface, report review, etc.) with physical demands falling below that of what is required to assist firefighters in the line of duty.</p>	
<b>Educational Requirements</b> (Specific Training, Experience, Certification and/or Licensing): High School Diploma or GED equivalent, EMT certification, Class C driver's license.	
<b>Dress Code/ Protective Gear:</b> Turn-out boots, turn-out pants, fire jacket, gloves, air tank with attachment apparatus, air mask, helmet, fire retardant hood, equipment belt, jacket mounted flashlight. Total wight-sum of gear is 53 lbs.	



### Job Description

Tools / Equipment / Weight Required: straps (< 1 lb.), spanner wrench (2 lbs), gas shut-off wrench (5 lbs.), axe (9 lbs.), apparatus flashlight (10 lbs.), medical bag (32 lbs.), inubation kit (18 lbs.), heart-rate monitor (14 lbs.), "drug" box (28 lbs.), various sized sledge hammers (from 10-25 lbs.), pry hooks (14 lbs.), Halligan tool (15 lbs.), shovel (6 lbs.), lock cutters (10 lbs.), pry/crow bar (6-22 lbs.), door/wall "bracer" (8 lbs.), "jaws of life" (67 lbs.), jackhammer (55 lbs.), door ram (45 lbs.), chain-saw (29 lbs.), circular cutting saw (25 lbs.), large squee-gee (4 lbs.), broom (3 lbs.), safety cones (4lbs. each), water vacuum (11 lbs.), Proser pump (76 lbs.), generators (22-68 lbs. with fuel), 12'-40' ladders (26-64 lbs.), 100'-500' hoses (40-98 lbs - uncharged), bags of Absorb-All (35 lbs.), Monitor sprayer (80 lbs.), blowers (45-60 lbs.), Stokes basket (60 lbs.), 4-way coupler (57 lbs.) fire extinguishers (15-32 lbs.)

Additional Job Information: Employees are given 1.5 hours everyday to exercise with free weights, strength machines and cardiovascular equipment. This activity is not required, but encouraged.



## Essential Functions Job Assessment



Employer Information			
Employer: City of Oakland		Job Title: Fire Captian	Date: 10/6/2005
<small>*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)            Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.</small>			
Job Functions	Freq *	Essential	Specific Tasks
1. Lifting	F	<input checked="" type="checkbox"/>	1. Lifting tools, tool boxes, hoses, ladders, various equipment, people
2. Carrying	F	<input checked="" type="checkbox"/>	1. Carrying tools, equipment, equipment/tool boxes/bags, people
3. Pulling	F	<input checked="" type="checkbox"/>	1. Hoses, dragging people, wrenches/tools to open/close hydrants and other valves,
4. Climbing	F	<input checked="" type="checkbox"/>	1. Ladders (up to 10 stories), stairs, steps on trucks/engines, hills, poles, fences/walls
5. Grasping	F	<input checked="" type="checkbox"/>	1. All manner of tools/equipment, hoses, steering wheel, people (in rescue), truck/engine doors and handles, holding various writing implements
6. Crawling	F	<input checked="" type="checkbox"/>	1. To stay below the level of smoke/fire when performing other duties of firefighting
7. Standing	C	<input checked="" type="checkbox"/>	1. To operate valve controls on truck, operating charged hose for suppression, balancing on ladder(s), surveying staff onsite
8. Reaching - Forward/Overhead	F	<input checked="" type="checkbox"/>	1. Retrieving all manner of tools, tool boxes, equipment and bags. Utilizing tools/hoses to suppress fires, climbing on ladders and trucks, pull objects/people from various locations, performing training demonstrations, retrieving office supplies
9. Balancing	F	<input checked="" type="checkbox"/>	1. On ladders, uneven ground, hills, stairs, scaffolds, beams. Movement with over 50 lbs. of equipment attached to person
10. Pushing	F	<input checked="" type="checkbox"/>	1. To push building doors open, close vehicle doors
11. Twisting (back/neck)	F	<input checked="" type="checkbox"/>	1. To manage charged hoses, twisting at the neck to survey immediate location/environment
12. Exposure to Heat	C	<input checked="" type="checkbox"/>	1. Fire exposure is inherent in fire suppression
13. Speaking	C	<input checked="" type="checkbox"/>	1. Constant communication is required to in form other employees of location, status and special needs in a chaotic environment



## Essential Functions Job Assessment



Job Functions	Freq *	Essential	Specific Tasks
14. Color Discrimination	C	<input checked="" type="checkbox"/>	1. To identify the difference between smoke and fire, identify multicolored wires, color-coding of placards.
15. Walking	F	<input checked="" type="checkbox"/>	To climb stairs, pathways, hillsides, to advance on fires, survey fire/accident locations
16. Sitting/Driving	C	<input checked="" type="checkbox"/>	1. Required to drive and perform administrative duties at computer desk. Additionally, Fire Captains at any time may be called upon to operate city fire department vehicles to respond to emergencies or to travel between offices. Adverse traffic conditions can increase drive time.

## Essential Functions Job Assessment



### Employer Information

Employer: City of Oakland	Job Title: Fire Captain	Date: 10/6/2005
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### Physical Demands

Lift	Max Weight Lifted (1RM): 101+		Ht. To/ From: 0"-80"	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Height To/ From	Description
0 – 10	C	25+ reps/hr.	0"-80"	Small hand tools, medical supplies, flashlight
11 – 20	C	25+ reps/hr.	0"-80"	Larger tools, hammers, pry hooks, heart rate monitor, inubation kit, larger medical supply bags
21 – 50	F	10-20 reps/hr.	0"-80"	Hoses, large tools, air movers, small children, Absorb-All, smaller ladders
50 – 100	O	1-4 reps/hr.	0"-65"	Smaller adults/children, charged hoses, larger ladders, 4-way coupler, large medical bags, large tool chests/boxes
≥ 101	O	1-4 reps/hr.	0"-60"	Adults, fully charged 200'-500' hose

\*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.

Carry	Max Weight Carried (1RM): 101+		Distance: 0'-300'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	C	25+ reps/hr.	0'-300'	Small hand tools, medical supplies, flashlight, shovels
11 – 20	F	20+ reps/hr.	0'-300'	Larger tools, heart rate monitor, inubation kit, larger medical supply bags
21 – 50	F	10+ reps/hr.	0-300'	Hoses, couplers, large tools, sledge hammers, air movers, small children, Absorb-All, smaller ladders
50 – 100	O	1-4 reps/hr.	0-300'	Smaller adults/children, charged hoses, larger ladders, large medical bags, large tool chests/boxes, Proser pumpstokes basket (empty)
≥ 101	O	1-4 reps/hr.	0'-300'	adults, fully charged 200'-500' hose

\*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.

Push	Max Weight Pushed (1RM): 101+		Distance: 0'-50'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	F	20+ reps/hr.	0'-5'	Push open/close doors (building or truck/engine), storage doors on truck/engine
11 – 20	F	20+ reps/hr.	0'-15'	Push open/close discharge outlet and hydrants, push against smaller charged hose during spray, push open/close larger doors
21 – 50	O	1-4 reps/hr.	0'-50'	Push against force of charged hose during spray, push open locked/stuck doors
50 – 100	O	1-4 reps/hr.	0'50'	Push ladders back into storage racks at back of truck, push open stuck doors
≥ 101	O	1-4 reps/hr.	0'-50'	Push large debris away from doors in buildings, push vehicles in accidents out of street, push open blocked doors

\*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.

Pull	Max Weight Pulled (1RM): 101+		Distance: 0'-300'	Description: See below
Weight (lbs.)	Frequency*	Repetitions/ Time	Distance	Description
0 – 10	F	20+ reps/hr.	0'-300'	Pull open/close doors (building or truck/engine), storage doors on truck/engine
11 – 20	F	20+ reps/hr.	0'-300'	Pull against smaller charged hose during spray, pull open/close larger doors
21 – 50	F	20+ reps/hr.	0'-300'	Pull against charged hose from truck/engine, pull open



## Essential Functions Job Assessment



				locked/stuck doors
50 – 100	F	10+ reps/hr.	0'-50'	Pull ladders out of storage racks at back of truck, pull open stuck doors, drag people from fires/accidents
≥ 101	F	10+ reps/hr.	0'-25'	Pull large debris away from doors in buildings, pull open blocked doors, drag people/objects from fire/accidents, pull 300' charged hose to fire locations
<small>*Frequency performed per shift:      N = Not Present (0%)    O = Occasional (1 – 33%)      F = Frequent (34 – 66%)      C = Constant (67 – 100%)            Repetition Based Determination (multiply reps. by #-hrs. worked)    1 – 4 reps / hr.      5 – 24 reps / hr.      ≥ 25 reps / hr.</small>				

## Essential Functions Job Assessment



Employer Information		
Employer: City of Oakland	Job Title: Fire Captain	Date: 10/6/2005

Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Sitting	C	Driving vehicles, taking breaks between hose shifts
Standing	C	To control hoses during suppression, to utilize tools to open walls/doors, to utilize equipment on the truck (including pumps), to survey location of fire/accident
Walking	C	to progress through building/fields/outdoor location while suppressing fire, to survey accident/fire location, to climb stairs
Stoop	F	To lean over vehicles/railings/ladders, control hoses while spraying, operate controls on trucks/engine, open close doors/hydrants/valves
Balancing	F	On ladders, stairs, steps, beams, scaffolds, truck/engine steps, uneven pavement, hillsides
Twisting	F	At the neck to survey current location or drive vehicle, at the back to pull hose from the truck, to relay equipment to and from locations
Crawling	F	To stay under flame and smoke in enclosed locations
Kneeling	F	To handle fire hoses from a lowered location, to address needs of injured people, to access doors while avoiding flame/smoke
Crouching	F	To handle fire hoses from a lowered location, to address needs of injured people, to access doors while avoiding flame/smoke
Climbing	F	Ladders (up to 10 stories on the high-lift), smaller ladders from 12'-40' tall, stairs (upwards of 40 stories depending on situation)
Balancing	F	DRIVING: Captains at any time may be called upon to operate city fire department vehicles to respond to emergencies or to travel between offices. Adverse traffic conditions can increase drive time.
Reaching	F	Utilizing tools/hoses to suppress fires, climbing on ladders and trucks, pull objects/people from various locations
Operating Controls	F	Turns knobs, lifting levers, operating driving controls on trucks/engines
Grasping	C	Steering wheel while driving, hoese during fire suppression, holding onto various hand tools and equipment, carrying medical and equipment bags
Pinching	F	To open levers on storage doors of trucks/engines, affixing clamps on clothing
Handling	F	Small hand tools, smaller couplers, small children
Fingering	F	Hooking clasps together on pants, boots, jacket, switches on flashlights, cb controls, pump controls

\*Frequency performed per shift      N = Not Present (0%)    O = Occasional (1 – 33%)      F = Frequent (34 – 66%)      C = Constant (67 – 100%)  
 Repetition Based Determination (multiply reps. by #hrs. worked)      1 – 4 reps / hr.      5 – 24 reps / hr.      ≥ 25 reps / hr.

Sensory Requirements		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Vision – Far:	C	To see far distances while suppressing outdoor fires, driving truck/engines, see up/down in tall buildings
Vision – Near:	C	To view guages/meters on tanks and pump controls, to see placards and signs in close-up in smoke-obsured locations, read map and blueprints
Depth Perception:	C	For using hoses to spray water on fire, determining distance to doors/ladders, to effectively use most "swinging" tools like axes/sledge hammers, pry hooks, effectively guage distances while walking on narrow beams/scaffolds/ladders
Color Discrimination:	C	To identify the difference between smoke and flame, discriminate color of wiring, color-coding of specific placards
Field:	C	To survey large, wide-open areas or assess location in buildings, to see location of other firefighters
Accommodation:	O	To crawl through smaller locations, climb over walls, ssqueeze through smaller passages all while facing excessive heat and/or cold.



## Essential Functions Job Assessment



Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Perception – Spatial:	C	To coordinate movements in all types of locations with equipment (wearing tanks and masks can impair vision)
Perception – Form:	C	To identify people, signs or equipment in chaotic/vision-obstructed situations
Feeling:	C	To sense excessive heat behind doors/walls, to check for pulse or other vital signs on victims, feel for loose boards/walls
Speaking:	C	Must keep constant communication with other firefighters to coordinate movements/strategy in chaotic environment both indoors and outdoors
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		

Work Environment		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Weather:	C	Exposure to all 4 seasons in outdoor locations depending upon nature of emergency call.
Cold:	F	Exposure to cold conditions during winter
Heat:	C	Heat from summer time temperature in addition to heat exposure from flame during fire suppression.
Wet/ Humidity:	C	Utilizes water as primary suppressant for fire, exposure to rain is seasonal
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		

Employer Information		
Employer: City of Oakland	Job Title: Fire Captain	Date: 10/6/2005

Work Environment (cont'd)		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Noise – Very Quiet	O	At night while sleeping in firehouse.
Noise – Quiet	O	In firehouse during downtime with little activity taking place.
Noise – Moderate	C	Ambient noise from fire and its effects on various materials, hoses emit sound when spraying, trucks/engines
Noise – Loud	C	Potential for yelling, ambient sounds commensurate with destruction from fire/explosion
Noise – Very Loud	F	Sirens, chainsaws, circular saws, explosions, air horns
Vibration	F	Controlling hose during fire suppression, driving or as a passenger on trucks/engines, aftershock from explosions
Atmospheric Conditions	N	N/A
Moving Parts	O	Chainsaw blades, circular saw blades, jaws-of-life, air movers, mechanical ladder
Electrical Shock	O	Potential for shock with building electrical systems and exposure to water in enclosed environments
High Places	O	On ladders (12'-40'), high-lift ladder (up to 10 stories), building rooftops
Radiant Energy	C	Exposure through fire and destruction of electrical systems caused from fire damage
Explosives	O	Gasoline, petroleum based chemicals, flammable materials
Toxic/ Caustic Chemicals	F	Halon, burning materials give off toxic smoke/fumes, spilled chemicals present in some indoor fire locations
Other Hazards	O	Blood-borne pathogens, sewage, hospital waste
*Frequency performed per shift: N = Not Present (0%) O = Occasional (1 – 33%) F = Frequent (34 – 66%) C = Constant (67 – 100%) Repetition Based Determination (multiply reps. by #hrs. worked) 1 – 4 reps / hr. 5 – 24 reps / hr. ≥ 25 reps / hr.		



## Essential Functions Job Assessment



### Comments

This analysis is based upon the duties a Fire Captain will assume when in the line of duty. Calls for fire suppression and emergency response will occur at indeterminable times at unknown frequencies. This report represents the highest level of function that a Fire Captain must adhere to when asked to perform these duties effectively. Duties within the station are considered to be in a controlled environment (reporting, managerial duties, etc.) with physical demands falling below what is required as a firefighter. These duties are considered essential to the management of staff in and out of crisis situations and can be used as part of a modified return to work program.

### WorkStrategies™ Representative Information

Name: Michael Hough      Phone: (707) 694-6741      E-Mail: mhough@hq.novacare.com

Signed: \_\_\_\_\_

**APPENDIX H-2**  
**SALARY SCHEDULE**

REP Unit FQ1

<b>Job Class Title</b>	<b>Step</b>	<b>First Pay Period Jan 2021</b>
Battalion Chief	1	\$15,300.92
Captain of Fire Department	1	\$12,721.30
Engineer of Fire Department	1	\$11,218.42
Fire Fighter	1	\$7,676.26
Fire Fighter	2	\$8,181.12
Fire Fighter	3	\$8,674.93
Fire Fighter	4	\$9,152.18
Fire Fighter	5	\$9,472.78
Fire Fighter	6	\$9,800.77
Fire Fighter	7	\$10,101.10
Fire Fighter Paramedic	1	\$9,193.44
Fire Fighter Paramedic	2	\$9,686.25
Fire Fighter Paramedic	3	\$10,163.89
Fire Fighter Paramedic	4	\$10,483.49
Fire Fighter Paramedic	5	\$10,813.25
Fire Fighter Paramedic	6	\$11,110.40
Fire Fighter, Relief	1	\$10,101.10
Fire Fighter/Fire Boat Engineer	1	\$11,766.82
Fire Fighter/Fire Boat Operator	1	\$11,766.82
Fire Investigation Coordinator	1	\$12,297.49
Fire Investigator	1	\$11,586.22
Fire Marshall, Assistant	1	\$13,708.91
Inspector, Fire Prevention Bureau	1	\$11,250.90
Lieutenant of Fire Department	1	\$11,766.82
Lieutenant, Fire Prevention Bureau	1	\$12,297.49



**APPENDIX H-1**  
**SALARY SCHEDULE**

REP Unit FQ1

<b>Job Class Title</b>	<b>Step</b>	<b>First Pay Period July 2021</b>
Battalion Chief	1	\$15,530.43
Captain of Fire Department	1	\$12,912.12
Engineer of Fire Department	1	\$11,386.69
Fire Fighter	1	\$7,791.40
Fire Fighter	2	\$8,303.84
Fire Fighter	3	\$8,805.05
Fire Fighter	4	\$9,289.46
Fire Fighter	5	\$9,614.87
Fire Fighter	6	\$9,947.78
Fire Fighter	7	\$10,252.62
Fire Fighter Paramedic	1	\$9,331.34
Fire Fighter Paramedic	2	\$9,831.54
Fire Fighter Paramedic	3	\$10,316.35
Fire Fighter Paramedic	4	\$10,640.74
Fire Fighter Paramedic	5	\$10,975.45
Fire Fighter Paramedic	6	\$11,277.05
Fire Fighter, Relief	1	\$10,252.62
Fire Fighter/Fire Boat Engineer	1	\$11,943.32
Fire Fighter/Fire Boat Operator	1	\$11,943.32
Fire Investigation Coordinator	1	\$12,481.95
Fire Investigator	1	\$11,760.01
Fire Marshall, Assistant	1	\$13,914.54
Inspector, Fire Prevention Bureau	1	\$11,419.66
Lieutenant of Fire Department	1	\$11,943.32
Lieutenant, Fire Prevention Bureau	1	\$12,481.95

**APPENDIX H-3**  
**SALARY SCHEDULE**

REP Unit FQ1

<b>Job Class Title</b>	<b>Step</b>	<b>First Pay Period Jan 2022</b>
Battalion Chief	1	\$15,841.04
Captain of Fire Department	1	\$13,170.36
Engineer of Fire Department	1	\$11,614.43
Fire Fighter	1	\$7,947.23
Fire Fighter	2	\$8,469.91
Fire Fighter	3	\$8,981.15
Fire Fighter	4	\$9,475.25
Fire Fighter	5	\$9,807.17
Fire Fighter	6	\$10,146.74
Fire Fighter	7	\$10,457.67
Fire Fighter Paramedic	1	\$9,517.97
Fire Fighter Paramedic	2	\$10,028.17
Fire Fighter Paramedic	3	\$10,522.68
Fire Fighter Paramedic	4	\$10,853.56
Fire Fighter Paramedic	5	\$11,194.96
Fire Fighter Paramedic	6	\$11,502.59
Fire Fighter, Relief	1	\$10,457.67
Fire Fighter/Fire Boat Engineer	1	\$12,182.19
Fire Fighter/Fire Boat Operator	1	\$12,182.19
Fire Investigation Coordinator	1	\$12,731.59
Fire Investigator	1	\$11,995.22
Fire Marshall, Assistant	1	\$14,192.83
Inspector, Fire Prevention Bureau	1	\$11,648.05
Lieutenant of Fire Department	1	\$12,182.19
Lieutenant, Fire Prevention Bureau	1	\$12,731.59

**APPENDIX H-3**  
**SALARY SCHEDULE**

REP Unit FQ1

<b>Job Class Title</b>	<b>Step</b>	<b>First Pay Period July 2022</b>
Battalion Chief	1	\$15,999.45
Captain of Fire Department	1	\$13,302.06
Engineer of Fire Department	1	\$11,730.57
Fire Fighter	1	\$8,026.70
Fire Fighter	2	\$8,554.61
Fire Fighter	3	\$9,070.96
Fire Fighter	4	\$9,570.01
Fire Fighter	5	\$9,905.24
Fire Fighter	6	\$10,248.21
Fire Fighter	7	\$10,562.25
Fire Fighter Paramedic	1	\$9,613.15
Fire Fighter Paramedic	2	\$10,128.46
Fire Fighter Paramedic	3	\$10,627.91
Fire Fighter Paramedic	4	\$10,962.09
Fire Fighter Paramedic	5	\$11,306.91
Fire Fighter Paramedic	6	\$11,617.62
Fire Fighter, Relief	1	\$10,562.25
Fire Fighter/Fire Boat Engineer	1	\$12,304.01
Fire Fighter/Fire Boat Operator	1	\$12,304.01
Fire Investigation Coordinator	1	\$12,858.91
Fire Investigator	1	\$12,115.17
Fire Marshall, Assistant	1	\$14,334.76
Inspector, Fire Prevention Bureau	1	\$11,764.53
Lieutenant of Fire Department	1	\$12,304.01
Lieutenant, Fire Prevention Bureau	1	\$12,858.91

**APPENDIX H-3**  
**SALARY SCHEDULE**

REP Unit FQ1

<b>Job Class Title</b>	<b>Step</b>	<b>First Pay Period Dec. 2023</b>
Battalion Chief	1	\$16,319.44
Captain of Fire Department	1	\$13,568.10
Engineer of Fire Department	1	\$11,965.18
Fire Fighter	1	\$8,187.24
Fire Fighter	2	\$8,725.71
Fire Fighter	3	\$9,252.38
Fire Fighter	4	\$9,761.41
Fire Fighter	5	\$10,103.34
Fire Fighter	6	\$10,453.17
Fire Fighter	7	\$10,773.49
Fire Fighter Paramedic	1	\$9,805.41
Fire Fighter Paramedic	2	\$10,331.02
Fire Fighter Paramedic	3	\$10,840.46
Fire Fighter Paramedic	4	\$11,181.34
Fire Fighter Paramedic	5	\$11,533.04
Fire Fighter Paramedic	6	\$11,849.97
Fire Fighter, Relief	1	\$10,773.49
Fire Fighter/Fire Boat Engineer	1	\$12,550.09
Fire Fighter/Fire Boat Operator	1	\$12,550.09
Fire Investigation Coordinator	1	\$13,116.09
Fire Investigator	1	\$12,357.47
Fire Marshall, Assistant	1	\$14,621.45
Inspector, Fire Prevention Bureau	1	\$11,999.82
Lieutenant of Fire Department	1	\$12,550.09
Lieutenant, Fire Prevention Bureau	1	\$13,116.09

## INDEX

<u>2% @ 50 – 2.7% @ 57 Pension Formula.</u>	90	<u>Battalion Chief Responsibilities Regarding</u>	
<u>3% @ 50 Pension Formula.</u>	88	<u>Industrial Injuries.</u>	66
<u>3.0% @ 55 Pension Formula.</u>	89	<u>Battalion Chief Responsibilities Regarding</u>	
<u>Absence Of A Current Promotional</u>		<u>Non-Industrial Injuries And Illnesses.</u>	69
<u>Eligibility List.</u>	30	<u>Battalion Chief.</u>	42
<u>Acceptable Jurisdictions.</u>	45	<u>Benefits.</u>	83
<u>Accumulated Earned Sick Leave.</u>	61	<u>Bilingual Pay.</u>	14
<u>Accuracy Of Scoring.</u>	47	<u>Bulletin Board Space.</u>	2
<u>Acting Higher Rank Assignment.</u>	29	<u>Candidate Orientation Session Prior To</u>	
<u>Acting Higher Rank.</u>	15	<u>Assessment Portion Of Examination.</u>	45
<u>Additional Holiday.</u>	8	<u>Captain.</u>	41
<u>Adjustments For Overpayments.</u>	6	<u>Cash Out.</u>	80
<u>Administrative Appeal.</u>	97	<u>Cash Payment.</u>	18
<u>Administrative Responsibilities Regarding</u>		<u>Certification Of Eligibles To Fill Vacancies.</u>	
<u>Industrial Injuries And Illnesses.</u>	67	.....	38
<u>Administrative Responsibilities Regarding</u>		<u>Certification.</u>	14
<u>Non-Industrial Injuries And Illnesses.</u>	69	<u>CFRA (Birth Bonding).</u>	73
<u>Agreement Supersedes Prior Agreements.</u>	26	<u>Challenged Multiple Choice.</u>	40
<u>AHR Assignment Minimum Qualifications.</u>		<u>Change Maintenance of Fireboat, Reopen</u>	
.....	30	<u>Station 2, Add Paramedic at Airport.</u>	51
<u>Aircraft Rescue Firefighting Pay</u>	11	<u>Change Of Assignment Request Program.</u>	34
<u>Announcements And Sign-Ups.</u>	40	<u>Chemical Dependency Awareness Training.</u>	
<u>Annual Earned Sick Leave.</u>	61	.....	56
<u>Annual Uniform Allowance.</u>	9	<u>Chemical Dependency Prevention Aftercare.</u>	
<u>Answer Sheets To Observer.</u>	46	.....	59
<u>Appeals Of Denial Of Requests To Acting</u>		<u>Chemical Dependency Prevention Program.</u>	
<u>Higher Rank.</u>	31	.....	55
<u>Application Of The Firefighters Procedural</u>		<u>Chemical Dependency Testing.</u>	56
<u>Bill Of Rights, Government Code Section</u>		<u>Chief Officer Staffing.</u>	28
<u>3250, et seq.</u>	97	<u>City - Union Relationship.</u>	2
<u>Approval of Leave Requests.</u>	70	<u>City Council Resolution 77044.</u>	81
<u>Arbitrability.</u>	15, 98	<u>City Responsibilities.</u>	86
<u>Assignment Of Assessors/Raters.</u>	44	<u>City's Commitment.</u>	13
<u>Assignment To Training Company.</u>	49	<u>City's Three Tier Pension Plans For Active</u>	
<u>Assignment With No Requests Received.</u>	36	<u>Unit Members.</u>	88
<u>Bargaining Unit Member Responsibilities</u>		<u>Code 2 Medical And 5150 Calls.</u>	99
<u>Regarding Non-Industrial Injuries Or</u>		<u>Community Service.</u>	33
<u>Illnesses.</u>	67	<u>Companies And Bargaining Unit Members</u>	
<u>Bargaining Unit Member Responsibilities</u>		<u>Out Of Service.</u>	26
<u>Regarding Reporting.</u>	63	<u>Completion of Negotiations.</u>	100
<u>Bargaining Unit Member Responsibilities</u>		<u>Completion Timelines.</u>	39
<u>Related To Returning To Work After An</u>		<u>Composition Of Examination.</u>	44
<u>Industrial Injury.</u>	65	<u>Condition Of Employment.</u>	5

<u>Condition Of Participation</u> .....	13	<u>Exceptions</u> .....	33
<u>Conduct Of Examination</u> .....	46	<u>Existing Benefits</u> .....	100
<u>Confidentiality Agreement</u> .....	46	<u>Family Death Leave</u> .....	74
<u>Confidentiality And Privacy Rights</u> .....	93	<u>Family Medical Leave Act/California</u>	
<u>Consolidated Grievance And Interest</u>		<u>Family Rights Act</u> .....	72
<u>Arbitration</u> .....	96	<u>Filling Vacancies</u> .....	35
<u>Consolidation</u> .....	96	<u>Final Compensation Based On Thirty-Six</u>	
<u>Continuation In Non-Hazardous Duty</u>		<u>Months</u> .....	89
<u>Assignment</u> .....	71	<u>Final Compensation Based On Three Year</u>	
<u>Contribution Toward DCAP Eligible</u>		<u>Average</u> .....	90
<u>Expenses</u> .....	18	<u>Final Compensation Based On Twelve</u>	
<u>Counseling</u> .....	52	<u>Month Period</u> .....	88
<u>Court Ordered Salary Deductions</u> .....	7	<u>Fire Chief’s Right To Reassign</u> .....	27
<u>Credit for Unused Sick Leave</u> .....	91	<u>Fire Investigator</u> .....	42
<u>Deferred Compensation Plan</u> .....	23	<u>Fire Suppression Staffing</u> .....	26
<u>Definition Of Immediate Family</u> .....	74	<u>Fireboat (Station 2) And Airport</u> .....	50
<u>Definition Of Status Quo Ante</u> .....	92	<u>Firefighter Definitions</u> .....	97
<u>Definition Of Status Quo</u> .....	26	<u>Firefighter Vacancy</u> .....	37
<u>Definition</u> .....	93	<u>Firefighter/Fireboat Operator And</u>	
<u>Definitions</u> .....	61, 75	<u>Firefighter/Fireboat Engineer</u> .....	42
<u>Demotions</u> .....	43	<u>Firefighter/Paramedic Condition Of</u>	
<u>Dental Insurance</u> .....	23	<u>Employment</u> .....	5
<u>Dependent Care Assistance Program</u> .....	23	<u>Firefighter/Paramedic Meetings</u> .....	99
<u>Designated Holidays</u> .....	8	<u>Firefighter/Paramedic Staffing</u> .....	28
<u>Dimensions And Weights</u> .....	40	<u>Firefighter/Paramedic</u> .....	41
<u>Direct Pay For Services</u> .....	5	<u>Fitness For Duty Testing Exams</u> .....	60
<u>Discrimination Prohibited</u> .....	2	<u>Flexible Spending Account</u> .....	18
<u>Donation of Vacation Pay To Seriously Ill</u>		<u>Forty Hour Schedule</u> .....	15
<u>and Financially Needy City Employees</u> .....	73	<u>Full Turnouts</u> .....	86
<u>Dues Deduction</u> .....	2	<u>Full Understanding</u> .....	100
<u>Duration Of Eligibility Lists</u> .....	43	<u>General Provisions</u> .....	2
<u>Duty To Defend</u> .....	99	<u>Grievance Definition</u> .....	97
<u>Effect on City’s Personnel Rules</u> .....	39	<u>Grievance Procedure</u> .....	93
<u>Effective Date Of Transfers</u> .....	35	<u>Hazardous Materials Pay</u> .....	10
<u>Eligibility For Earned Vacation Shifts</u> .....	79	<u>Health And Fitness For Duty</u> .....	52
<u>Eligibility For Paid Military Leave</u> .....	81	<u>Health Assistance Programs</u> .....	52
<u>Emergency Call Back Pay</u> .....	10	<u>Health Insurance</u> .....	18
<u>EMT Certification</u> .....	38	<u>Health Reimbursement Arrangement</u> .....	24
<u>Engineer</u> .....	41	<u>Hepatitis B Inoculation</u> .....	53
<u>Entrance Candidate Physical Ability Test</u> .....	25	<u>History of City’s Contract With California</u>	
<u>Entry Probationary Period</u> .....	25	<u>Public Employees’ Retirement System</u>	
<u>Equity Adjustment</u> .....	17	<u>(CalPERS)</u> .....	88
<u>Examination Eligibility</u> .....	40	<u>Holiday In Lieu Pay</u> .....	8
<u>Examination Observer Selection</u> .....	49	<u>Holidays</u> .....	8
<u>Examination Observer</u> .....	47	<u>Identification Numbers</u> .....	46
<u>Examination Weights</u> .....	43	<u>Immediate Dispute Resolution</u> .....	96

<u>Impact Of Disciplinary Actions</u> .....	43	<u>Participation In Training And Promotional</u>	
<u>Impact of Other Discipline on Promotion</u> .....	43	<u>Exams</u> .....	71
<u>Implementation Of Internal Revenue Code</u>		<u>PERS Optional Benefits</u> .....	91
<u>Section 414(h)(2)</u> .....	92	<u>Personal Exposure Record</u> .....	53
<u>Indemnification</u> .....	59	<u>Personal Protective Equipment</u> .....	86
<u>Industrial Injuries And Illnesses</u> .....	62	<u>Personnel File</u> .....	29
<u>Information On Weights</u> .....	40	<u>Personnel Provisions</u> .....	25
<u>Initial Uniform Allowance</u> .....	9	<u>Physical Examination Services</u> .....	53
<u>Injury And Illness Procedures</u> .....	61	<u>Physical Examinations</u> .....	52
<u>Insurance Programs</u> .....	18	<u>Placing Firefighter Paramedics</u> .....	35
<u>Internal Weights</u> .....	40	<u>Police And Fire Retirement System</u> .....	88
<u>Investigator (Arson) Staffing</u> .....	28	<u>Position Filled And Vacant</u> .....	49
<u>Involuntary Assignment Change For City</u>		<u>Posting Assignments</u> .....	35
<u>Needs</u> .....	35	<u>Posting Vacancies</u> .....	34
<u>Labor-Management Committee Review</u> ...	33	<u>Post-Retirement Survivor Allowance To</u>	
<u>Last Chance Agreement</u> .....	43	<u>Continue After Remarriage</u> .....	91
<u>Leaves of Absence</u> .....	61	<u>Post-Retirement Survivor Allowance</u> .....	91
<u>Lieutenant</u> .....	41	<u>Preceptor Pay</u> .....	16
<u>Life Insurance</u> .....	23	<u>Pregnancy Disability Leave</u> .....	70
<u>Limitations</u> .....	76	<u>Pregnancy Leave And Work During</u>	
<u>Longevity Pay</u> .....	17	<u>Pregnancy</u> .....	70
<u>Maintenance Duties</u> .....	50	<u>Premium Pay</u> .....	10
<u>Maximum Number of Unit Members</u> .....	12	<u>Preserving of Raters' Scores, Notes, And</u>	
<u>Maximum Periods For AHR In Each</u>		<u>Audio Tapes</u> .....	47
<u>Classification</u> .....	32	<u>Probationary Periods</u> .....	25
<u>Medical Care Assistance Program</u> .....	23	<u>Probationary Unit Member</u> .....	72
<u>Meetings And Hearing</u> .....	93	<u>Probationary Unit Members</u> .....	83
<u>Mentor Pay</u> .....	16	<u>Procedure</u> .....	93
<u>Military Leave</u> .....	81	<u>Procedures</u> .....	78, 83
<u>Military Pay</u> .....	81	<u>Promoted Paramedic Support Assignments</u>	
<u>Military Service Credit</u> .....	91	.....	13
<u>Miscellaneous</u> .....	32	<u>Promoted Paramedic Support Pay</u> .....	13
<u>Modification</u> .....	100	<u>Promoted Paramedic Support Program</u> .....	12
<u>Multiple Choice</u> .....	40	<u>Promotional Examination Procedures</u> .....	38
<u>National Guard Service</u> .....	81	<u>Promotional Examinations</u> .....	82
<u>Non-Industrial Injuries And Illnesses</u> .....	63	<u>Promotional Probationary Period</u> .....	25
<u>Non-Industrial Injury Or Illness Procedures</u>		<u>Promotional Procedures</u> .....	38
.....	67	<u>Public Relations Events</u> .....	33
<u>Notice of Potential Disciplinary Issues</u> .....	98	<u>Reading Lists</u> .....	44
<u>Notice To Department</u> .....	37	<u>Recall To Duty/Responding To</u>	
<u>Objective Portion Of Examination</u> .....	45	<u>Emergencies</u> .....	99
<u>Observer Behavior And Standards</u> .....	48	<u>Record Keeping</u> .....	33
<u>On-Duty Physical Fitness Periods</u> .....	52	<u>Reemployment</u> .....	82
<u>Overtime Pay</u> .....	10	<u>Release Of Arbitration Award</u> .....	93
<u>Paid Military Leave</u> .....	81	<u>Reporting Perceived Irregularities</u> .....	48
		<u>Reporting</u> .....	62

<u>Request For Medical Or Disability Reasons.</u>	28
.....	36
<u>Required Bargaining Unit Member</u>	
<u>Contribution.</u>	88, 89
<u>Required Unit Member Contribution.</u>	90
<u>Retiree Medical Coverage.</u>	20
<u>Retirement.</u>	88
<u>Retirement Credit For Unused Accumulated</u>	
<u>Sick Leave.</u>	61
<u>Return To Work.</u>	72
<u>Rights Retained By Unit Members on</u>	
<u>Pregnancy Disability Leave.</u>	71
<u>Safety And Health Committee.</u>	86
<u>Safety And Protective Clothing</u>	86
<u>Salary Steps</u>	
<u>Additional Steps.</u>	7
From Step 1 to Step 2.	7
From Step 2 to Step 3.	7
From Step 3 to Step 4.	7
<u>Salary Steps.</u>	7
<u>Salary.</u>	16
<u>Savings Clause</u>	101
<u>Scheduling Physical Exams.</u>	55
<u>Scheduling Vacation.</u>	80
<u>Separation From City Service.</u>	81
<u>Service Credit For Prior Federal Or State</u>	
<u>Firefighting.</u>	91
<u>Setting Pass Points.</u>	46
<u>Sick Leave Accrual And Use.</u>	61
<u>Sideletters.</u>	99
<u>Single Company.</u>	50
<u>Six Month Period Between Requests.</u>	36
<u>Special Circumstances.</u>	74
<u>Special Provisions</u>	99
<u>Staff Assignments And Special</u>	
<u>Assignments.</u>	15
<u>Staffing.</u>	25
<u>Standby Pay.</u>	16
<u>Station Bidding.</u>	71
<u>Substance Abuse Treatment Program.</u>	52
<u>Sufficient Staffing.</u>	37
<u>Superior Courts' Initial Jurisdiction.</u>	97
<u>Target Solutions.</u>	6
<u>Tax Liability For Flexible Spending Benefit.</u>	19
.....	11
<u>Technical Rescus Pay</u>	11
<u>Temporary Suspension of Staffing</u>	28
<u>Term of Agreement.</u>	102
<u>Term Of Agreement.</u>	26
<u>TFN Assignments.</u>	36
<u>Third Level Of 1959 Survivor Benefits.</u>	91
<u>Tier One: Enhanced Safety 3.0% @ 50</u>	
<u>Retirement Program – Unit Members</u>	
<u>Hired Before July 1, 2011.</u>	88
<u>Tier Three: New Retirement Tier For Safety</u>	
<u>Bargaining Unit Members Hired On Or</u>	
<u>After January 1, 2013.</u>	90
<u>Tier Two: Safety 3.0% @ 55 Retirement</u>	
<u>Program-Unit Members Hired On Or</u>	
<u>After July 1, 2011.</u>	89
<u>Time Limits.</u>	96
<u>Training Company.</u>	49
<u>Training Premium Pay.</u>	50
<u>Transfer And Assignment.</u>	34
<u>Transfer To Non-Hazardous Duty.</u>	70
<u>Transfers To Relief Assignments.</u>	36
<u>Transitional Duty Assignments.</u>	77
<u>Transitional Work.</u>	75
<u>Trust</u>	22
<u>Twenty-Four Hour Schedule.</u>	16
<u>Uniform Allowance.</u>	9
<u>Union Business Leave.</u>	74
<u>Union Security</u>	2
<u>Union Security.</u>	3
<u>Unit Member Representation.</u>	98
<u>Unit Member Submission Of Transfer</u>	
<u>Requests.</u>	34
<u>Unit Members May Volunteer For Promoted</u>	
<u>Paramedic Support Program.</u>	12
<u>Unpaid Leave Of Absence After Exhaustion</u>	
<u>Of Other Leaves.</u>	73
<u>Unpaid Military Leave.</u>	82
<u>Unscheduled Reserve Drill Periods.</u>	81
<u>Use Of Accrued Paid Leave.</u>	72, 73
<u>Use of Promoted Paramedic Support</u>	
<u>Program Assignments.</u>	13
<u>Use Of Sick Leave.</u>	61
<u>Use Of Sick Or Vacation Hours.</u>	77
<u>Vacation Leave.</u>	79
<u>Voluntary Community Service.</u>	34
<u>Voluntary Demotion To Last Permanent</u>	
<u>Rank.</u>	37



Waiver..... 100  
Water Rescue Pay ..... 12  
When A Current Promotional Eligible List  
Exists:..... 30

Withdrawal From Promoted Paramedic  
Support Program. ..... 14  
Working Cooperatively..... 50  
Workweek. ..... 9