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OFFICE OF THE CITY CLERK
OAKLAND

CITY OF OAKLAND
AGENDA REPORT

2009 NOV 24 PM 3:49

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Fire Department
DATE: December 8, 2009

SUBJECT: **Resolution Amending the Memorandum of Understanding Between the City of Oakland and The International Association of Firefighters, Local 55, Representing Employees in Representation Unit FQ1, Covering the Period of July 1, 2008 through June 30, 2012**

SUMMARY

The City of Oakland reached an agreement on wages and other terms and conditions of employment with the International Association of Firefighters, Local 55. The Agreement is effective July 1, 2008 through June 30, 2012. This agreement was approved by Council Resolution 82241 C.M.S. on July 28, 2009.

Key provisions include no cost of living increase through June 30, 2011 the date when the salary issue will be re-opened, changing the standard workweek from 52 hours to 56 hours from August 1, 2009 through June 29, 2012, reassignment of staff, changes to City contributions for dental, health and life insurance, freezing a vacant position, and waiving FLSA "In Lieu of Pay" for the duration of the contract period. The net financial impact is a reduction in General Fund spending in the amount of \$19.72 million over the four year contract period.

Approval of this Resolution will amend the agreement such that the language of Article 3 is revised to reflect that the City maximum contribution for health insurance premiums is the Kaiser rate.

FISCAL IMPACT

The negotiated Agreement represents a collaborative effort to effectively maintain a high quality level of fire protection services to the Oakland community, fairly compensate Local 55 members and reduce General Fund spending. It represents concessions that result in a net savings to the General Fund in the amount of \$19.72 million over the four-year contract period.

According to the Finance Department's initial estimate, the City will save \$303,890.28 by reducing the City's contribution from the second highest health premiums to the less expensive Kaiser cap for the period from January 1, 2010 through December 31, 2010. CalPERS regulations require health insurance premiums to run from January – December. Although the MOU will end on June 30, 2012, CalPERS regulations require that Local 55

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bargaining unit members remain covered by the Kaiser cap until December 31, 2012, and the City's savings will continue from January 1, 2009 through December 31, 2012.

Under the amended Article 3: Insurance Programs, the City will have three full years of savings from the reduced health insurance premiums. Because CalPERS determines the Kaiser and other premium rates annually, the City will not know the precise amount of savings until the 2011 and 2012 Kaiser premium rates are established. Based on updated estimates using the current rate, the projected savings may be somewhat less.

BACKGROUND

Local 55 represents approximately 500 employees in the Oakland Fire Department. The classifications represented by the Local 55 are Fire Fighter, Fire Fighter Paramedic, Engineer of Fire Department, Firefighter/Fire Boat Engineer, Fire Fighter/Fire Boat Operator, Fire Investigator, Fire Marshal, Assistant, Lieutenant of Fire Department, Captain of Fire Department, and Battalion Chief.

On July 28, 2009, the City Council adopted Resolution 82241 C.M.S. and approved the July 1, 2008, through June 30, 2012, Memorandum of Understanding between the City of Oakland and International Association of Firefighters, Local 55. The July 28, 2009, Agenda Report included a summary of the City's continued negotiations with Local 55 to resolve the City's contributions toward firefighter health insurance premiums. The July 28, 2009, Agenda Report¹ for Resolution 82241 C.M.S. is *ATTACHMENT A* to this report.

1987 Arbitration Award

Since the 1980's when Local 55 won an interest arbitration award on health insurance, the MOU/CBA has stated, "The City's contribution shall not exceed 100% of the premium cost of the *second most costly PEMCHA health insurance* plan available to City employees in each premium category."

Local 55 agreed as early as May 2008 to accept the Bay Area Kaiser PEMCHA plan as the cap for health insurance as one element of a comprehensive settlement. Moving all Local 55 active employees and retirees to the Kaiser cap would save the City money and accomplish the 2007 goal of moving all City bargaining units to the same health insurance cap. According to costing reports approved by Bill Zenoni and Marcia Meyers and presented to the City Council in May and July 2008, the City could save \$353,444 per year by moving the health cap from the second highest cost health plan to Kaiser.

2007-2008 Negotiations

Negotiations between the City of Oakland and Local 55 began in the spring of 2007. During the early 2007 negotiations, the City Council directed City negotiators to reduce the City's

¹ Although the report is dated July 21, 2009, the City Council acted on the report on July 28, 2009.

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contribution toward health premiums for Local 55 bargaining unit members to the Kaiser cap. Before an agreement could be reached to reduce health premiums, the City requested, and Local 55 agreed, to “roll over” the 2001-2007 MOU through June 30, 2008.

2008-2009 Negotiations

The current Memorandum of Understanding between the City of Oakland and the International Association of Firefighters, Local 55 expired June 30, 2008. During negotiations in April 2008 through July 2008, Local 55 agreed to accept the Bay Area Kaiser PEMCHA (CalPERS) cap as part of a comprehensive settlement. Because of its increasing budget deficit, the City proposed additional concessions, and the negotiations over the July 1, 2008 through June 30, 2012, MOU continued until a Tentative Agreement was approved by the City Council on July 28, 2009.

2009 Health Insurance Negotiations And Tentative Agreement

As noted in the July 28, 2009 Agenda Report (*ATTACHMENT A*), the City’s negotiators continued negotiating with Local 55 to resolve the City’s contributions toward fire retiree health insurance premiums.

KEY ISSUES AND IMPACTS

In July 2009, the City faced a dilemma. To implement the more than \$5M annual savings from moving firefighters from a 52 hour work week to a 56 hour work week, the City had to approve the 2008-2012 MOU during July 2009. At the same time, Local 55 was insisting that the City continue to pay health insurance premiums for retirees at the second highest CalPERS plan. Essentially, Local 55 threatened to delay any implementation of the other cost reduction measures until the City agreed to continue retirees at the more expensive health premium.

CalPERS Ruling

The City negotiating team knew that (1) CalPERS or the Public Employees’ Medical and Hospital Care Act Plan (“PEMHCA”) would not permit the City to pay a higher contribution towards retirees health coverage than the City pays for active employees, and (2) the CalPERS insurance plan could not be changed until January 2010. The City negotiating team convinced Local 55 to sign the July 2009 Tentative Agreement, implement the other cost saving elements, and wait for a legal opinion from CalPERS. While waiting for the CalPERS ruling, the City and Local 55 agreed to temporary language for Section 3.1.5.

As expected, CalPERS Contracts Manager, Office of Employer & Member Health Services, provided the City and Local 55 a ruling that Government Code Section 22892 prohibits the City from paying a higher premium contribution towards retirees health coverage than the City pays for active employees.

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Replace Existing Section 3.1.5 With New Language

After the City and local 55 received the ruling from CalPERS ruling, the negotiating teams signed a Tentative Agreement replacing the temporary language. The Tentative Agreement on ARTICLE 3: INSURANCE PROGRAMS, showing the modifications, additions, and strike-outs, is attached as *ATTACHMENT B*.

The Tentative Agreement retains existing Section 3.1.3 which clearly limits the City's contribution toward the premium cost of coverage in PEMHCA to the "Kaiser Bay Area California PEMHCA health insurance plan." In addition, the Tentative Agreement replaces the temporary Section 3.1.5 with language limiting the City's contribution for retiree health premiums. The new Section 3.1.5 states:

"3.1.5 Retiree Medical Coverage Procedures.

During the open enrollment period prior to a unit member's retirement, PERS' regulations may require the unit member to elect health insurance coverage under Section 3.1.3 of the MOU.

The City shall continue to contribute to retiree medical coverage for each retiree in compliance with Government Code Section 22892. The amount of the City's contribution for retiree medical care shall be increased yearly by either the difference between the current contribution for medical coverage for active members and the City's contribution for retiree medical coverage for the preceding year, or \$100, whichever sum is less."

By agreeing to include the specific language of Sections 3.1.3 and 3.1.5, Local 55 is acknowledging that Government Code Section 22892 does not permit the City to pay a higher contribution toward retirees health coverage than the City pays for active employees.

SUSTAINABLE OPPORTUNITIES

There are no sustainable opportunities identified.

DISABILITY AND SENIOR CITIZEN ACCESS

There are no Americans with Disability Act (ADA) or senior citizen issues associated with this report.

RECOMMENDATION AND RATIONALE.

Staff recommends that the City Council approve the Resolution to amend the Memorandum of Understanding between the City of Oakland and International Association of Firefighters, Local 55, representing the employees in representation unit FQ1, covering the period of July 1, 2008 to June 30, 2012.

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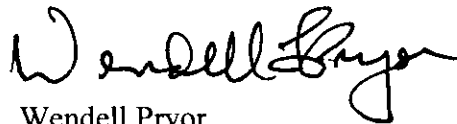
ACTION REQUESTED OF THE CITY COUNCIL

Staff requests that the City Council approve the Resolution to amend the Memorandum of Understanding between the City of Oakland and International Association of Firefighters, Local 55, representing the employees in representation unit FQ1, covering the period of July 1, 2008 to June 30, 2012.

Respectfully Submitted,



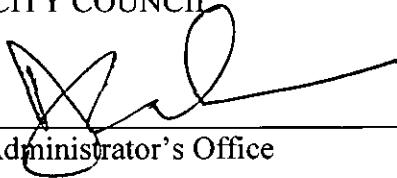
Gerald A. Simon
Fire Chief



Wendell Pryor
Director, Human Resources

Prepared by:
Nina S. Morris, Assistant to the Director
Office of the Fire Chief

APPROVED FOR FORWARDING TO
THE CITY COUNCIL



City Administrator's Office

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December 8, 2009

CITY OF OAKLAND
AGENDA REPORT

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2009 JUL -9 PM 5: 34

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Fire Department
DATE: July 21, 2009

SUBJECT: **Resolution Approving the Memorandum of Understanding Between the City of Oakland and The International Association of Firefighters, Local 55, Representing Employees in Representation Unit FQ1, Covering the Period of July 1, 2008 through June 30, 2012**

SUMMARY

The City of Oakland has reached a tentative agreement on wages and other terms and conditions of employment with the International Association of Firefighters, Local 55. The Agreement is effective July 1, 2008 through June 30, 2012. Key provisions include no cost of living increase through June 30, 2011 at which time the salary issue is re-opened, changing the standard workweek from 52 hours to 56 hours from August 1, 2009 through June 29, 2012, reassignment of staff, changes to City contributions for dental, health and life insurance, freezing a vacant position, and waiving FLSA "In Lieu of Pay" for the duration of the contract period. The net financial impact is a reduction in General Fund spending in the amount of \$19.72 million over the four year contract period.

FISCAL IMPACT

The proposed Agreement results in a net General Fund savings of \$19.72 million over the four year contract period. Details are as follows:

Contract year	2009-2010	2010-2011	2011-2012
Salary Increase	0	0	TBD
<u>Workweek</u> Move to 56 hour work week	\$5.11M	\$5.11M	\$5 M
<u>FLSA</u> Waive FLSA "In Lieu of Pay"	\$.412M	\$.412M	\$.412M
<u>Staffing</u> Re-assign staffing from the Training Division to the Suppression Division	\$.6M	\$.6M	\$.6M
<u>Health Insurance</u>	\$.3M	\$.3M	\$.3M
<u>Assistant Fire Marshall Position</u> Keep vacant	\$.23M	\$.23M	\$.23M
Sub-Total Savings	\$6.74M	\$6.74M	\$6.74M

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<u>Dental Insurance</u> City currently pays \$161 per month	Increase to actual cost of premium (\$0.08M)	Increase to actual cost of premium (\$0.08M)	Increase to actual cost of premium (\$0.08M)
<u>Life Insurance</u> Currently, City contributes \$3.40 per month	Increase amount to \$6.20 per month (\$0.03M)	Increase amount to \$6.20 per month (\$0.03M)	Increase amount to \$6.20 per month (\$0.03M)
<i>Sub-Total Increases</i>	<i>(\$0.23M)</i>	<i>(\$0.23M)</i>	<i>(\$0.23M)</i>
Total Net Impact Over One Year	\$6.64M	\$6.64M	\$6.64M
Total Net Impact Over Four Years			\$19.72 M

BACKGROUND

Local 55 represents approximately 500 employees in the Oakland Fire Department. The classifications represented by Local 55 are Fire Fighter, Fire Fighter Paramedic, Engineer of Fire Department, Firefighter/Fire Boat Engineer, Fire Fighter/Fire Boat Operator, Fire Investigator, Fire Marshal, Assistant, Lieutenant of Fire Department, Captain of Fire Department, and Battalion Chief.

Negotiations with Local 55 began in the spring of 2007. In June 2007, the City and Local 55 agreed to "roll over" the 2001-2007 MOU through June 30, 2008. The current Memorandum of Understanding between the City of Oakland and the International Association of Firefighters, Local 55 expired June 30, 2008. The tentative Agreement period is July 1, 2008 through June 30, 2012.

KEY ISSUES AND IMPACTS

This tentative Agreement represents a collaborative effort to effectively maintain a high quality level of services to the Oakland community, fairly compensate Local 55 members and reduce General Fund spending. It represents concessions that result in a net savings to the General Fund in the amount of \$19.72 million over the four year contract period: This is accomplished by no cost of living increase, change in workweek from 52 to 56 hours, waiving FLSA "In Lieu of Pay", re-assignment of staff, freezing a vacant position, and reducing the amount of the City's contribution toward health insurance premiums. The key provisions of the Agreement are detailed below:

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Salary and Work Conditions:

Cost of Living Increases

The tentative Agreement has no cost of living increase for Local 55 members from July 1, 2008 through June 30, 2011. The contract provides that salary negotiations will be reopened in 2011-2012.

Workweek Changes

The Agreement also temporarily changes the weekly work hours from 52 hours to 56 hours with the same monthly pay for the period of July 29, 2009 through June 29, 2012. Local 55 members will return to the 52 hour workweek on the last day of the contract on June 30, 2012.

FLSA

FLSA "In Lieu of Pay" is waived for the contract period under the terms of this agreement.

Staffing Changes

Under the terms of the tentative Agreement the staff at the Training Division will be re-assigned to the Suppression Division. In addition, the vacant Assistant Fire Marshal position will be frozen for the contract period.

No Elimination of Current Paid Positions

The Agreement has a no reduction to current positions provision. This means that positions currently budgeted will not be eliminated for the duration of the contract. This does not preclude eliminating positions that are added after July 1, 2009.

Benefits:

Dental Insurance

The City currently pays \$161 per month for employee dental insurance premiums. This amount is increased in the first year of the contract to \$169.71 and to the actual cost of the insurance for the remainder of the Agreement.

Health Insurance

The City currently pays health insurance premiums at the second highest health plan. Local 55 and the City agreed in principal to reduce this benefit to the Kaiser contribution level, which is the least expensive plan. It has since come to staff's attention that current, pending litigation regarding Government Code Section 22892 (b), may not allow retirees and active members to have different benefit packages. The City will continue discussions with Local 55, in good faith, to resolve this issue.

Life Insurance

The City currently pays \$3.40 per month. This contribution is increased to \$6.20 for the duration of the Agreement.

Retiree Medical Trust

The contract has a re-opener for bargaining over Retiree Medical Trust during contract term of July 1, 2008 through June 30, 2012.

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Memorandum of Understanding

between

City of Oakland

and

International Association of Firefighters

Local 55



July 1, 2008 – June 30, 2012

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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-Milias-Brown Act, and having agreed on certain recommendations to be submitted to the City Council of the City of Oakland, jointly prepare and execute on June 30, 2009¹, 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 Q.

1.2 Discrimination Prohibited.

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

1.2.1 On account of race, creed, religion, sex, national origin, political affiliation, age, sexual orientation, or disability of a member legally qualified to perform the job.

1.2.2 City agrees that no employee shall be discriminated against because of Union membership or activity.

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.

A current employee in Unit Q employed as of July 1, 1998, and any new employee in the Unit, as a condition of continuing employment with the City, shall execute a payroll deduction authorization form as furnished by the Union, and thereby shall become and remain a member in good standing in the Union. New employees shall execute an authorization under this paragraph within 30 calendar days of employment. In the alternative to membership, the employee shall execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular initiation fee and, thereafter, a monthly service fee equal to the regular monthly Union dues; or, in the case of employees who certify that they are members of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction form as furnished by the

Union, and thereby pay sums equal to Union dues, initiation fees, or service fees to only the: (1) International Association of Firefighters' Burn Foundation; (2) Special Olympics; or (3) Muscular Dystrophy Association.

Upon seven (7) days' notice to the City from the Union that an employee described above has failed to maintain the bargaining unit member's membership in good standing or has failed to maintain the bargaining unit member's current service fee payments or has failed to maintain the bargaining unit member's current charitable contribution payments to one of the three (3) charities designated above, then the City shall: (1) counsel the employee regarding the bargaining unit member's obligation under this provision; and (2) inform the employee that further failure to maintain the appropriate payments shall subject the employee to discharge.

Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. As a condition precedent to deducting the service fee or taking any action against an employee for failure to authorize service fee payments, the City must receive certification from the Union that the Union has provided all fee payers with the financial disclosure required by law, including an independently audited financial disclosure of the Union's chargeable expenses. The Union will provide a reasonable, prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

The Union shall indemnify and hold harmless the City, its officers, and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any discharge action resulting from this provision.

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-I 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-I 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.

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 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.

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. (Moved from Article 8)

The City shall pay the license renewal fees for each firefighter/paramedic unit member. Firefighter/paramedics shall submit the required paperwork at least 90 days before their licenses expire. (Moved from Article 8)

2.1.3 Courtesy Notice.

Thirty days prior to the date a unit member's EMT-I certification or EMT-P licensure status expires, the City shall post a courtesy notice on the EMS webpage and send a courtesy notice to each station for posting. Each unit member remains solely responsible for obtaining and maintaining the

appropriate certificate, license, and mandated continuing education. In addition, each unit member shall submit a validated copy of the unit member's certificate and/or license to the Emergency Medical Service Division of the Fire Department.

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 District, the City may proceed with discipline without giving the unit member the courtesy notice described in this section. (See Health & Safety Code 1797.101-1797.219.)

2.2 Adjustments For Overpayments.

In the event a bargaining unit member is erroneously overpaid by the City, regardless of fault, the City shall recoup 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. The City shall not commence recoupment by payroll deductions until it has given the bargaining unit member 30 days written notice of the details of the overpayment, the amount of the overpayment and the schedule for recoupment.

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 \$1.00 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.

A bargaining unit member with six months of satisfactory service, demonstrated by a satisfactory performance appraisal, shall move from Step 1 to Step 2 at the beginning of the seventh month after appointment to the firefighter classification.

2.4.2 From Step 2 to Step 3.

A bargaining unit member with 12 months of satisfactory service, demonstrated by a satisfactory performance appraisal, shall move from

Step 2 to Step 3 at the beginning of the thirteenth (13) month after appointment to the firefighter classification.

2.4.3 From Step 3 to Step 4.

A bargaining unit member with 18 months of satisfactory service, shall move from Step 3 to Step 4 at the beginning of the 19th month after appointment to the firefighter classification. 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, subject to prior approval of the department head. Such holidays are to be taken during the fiscal year in which they are earned.

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 FLSA In Lieu Pay.

2.6.1 The parties agree that unit members' duties necessitate non-traditional hours of work and that it is appropriate for unit members to receive a fixed amount of Fair Labor Standards Act ("FLSA") overtime compensation pursuant to 29 U.S.C. Section 207(f) to compensate unit members for FLSA overtime caused by the unit member working his or her regularly-scheduled tour of duty. In lieu of paying bargaining unit members the overtime caused by the unit member working his or her regularly-scheduled tour of duty, the City shall pay each unit member a flat rate overtime payment whether the unit member actually works overtime or not. In lieu overtime compensation shall be paid to 24 hour shift unit members at the rate of .75 hours per pay period.

2.6.2 The parties agree that Section 2.6.1 will be suspended from July 11, 2009 through June 29, 2012.

2.7 Uniform Allowance.

2.7.1 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.

2.7.2 Annual Uniform Allowance.

The City agrees to provide to a bargaining unit member covered by this Memorandum who has completed his/her first full fiscal year of employment an annual uniform allowance of \$570.00 at the beginning of each fiscal year during the term of this Memorandum.

A new bargaining unit member shall receive the annual uniform allowance at the time of employment; provided, however, that the annual uniform allowance payable at the beginning of the first full fiscal year of

employment shall be prorated on the basis of service from the date of employment up to and immediately preceding the first full fiscal year. 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.

City agrees to issue warrants separate from the bargaining unit member's regular paycheck for the annual uniform allowance.

2.8 Workweek.

Bargaining unit members assigned to the fire suppression line shall work a 52-hour work week.

2.8.1 The parties agree that Section 2.8 will be suspended from July 29, 2009 to June 28, 2012, during which time unit members assigned to the fire suppression line will work a 56-hour work week. Bargaining unit members assigned to the fire suppression line shall return to a 52-hour work week effective June 29, 2012. For payroll administrative purposes, unit members assigned to the fire suppression line will be paid at the 56-hour work week effective August 8, 2009.

2.9 Premium Pay.

2.9.1 Call Back Pay.

Fire suppression Command Officers, including the Department Safety Officer and Public Information Officer, within Bargaining Unit Q who are called back to duty for greater alarm fires shall receive a minimum of four hours' pay when so called, and the time shall commence when such personnel are notified to come back for such duty and shall terminate when they are relieved from such duty.

2.9.2 Overtime Pay.

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

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

2.9.2.2 Overtime shall not include hours worked as a result of voluntary trading of shifts between members of the Department nor overtime caused by the unit member working his or her

regularly-scheduled tour of duty, which is compensated with "FLSA In Lieu Pay" as explained in Section 2.6..

2.9.2.3 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 work week overtime hourly rate..

2.9.2.4 The FLSA overtime rate shall be calculated using the base salary rate, hazardous materials pay, special assignment pay, bilingual pay, paramedic pay for the Pool Personnel, holiday in lieu pay and any other specialty pay required by the FLSA. Specifically excluded in the FLSA overtime rate will be stand-by and call back pay. While bargaining unit members assigned to the fire suppression line are working a 56-hour work week and the FLSA in lieu pay provided under Section 2.6.2 is suspended, employees shall receive the FLSA overtime rate of pay for all hours worked in excess of 204 hours in a 27-day work period.

2.9.3 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 to Station 3 shall receive six percent (6.0%) in addition to his/her regular base rate of 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 temporarily assigned to Station 3 by virtue of classified relief, temporary detail, numbered day relief or vacation relief shall receive \$15.00 per 24 hour shift for such assignment at Station 3.

2.9.4 Promoted Paramedic Support Program.

Effective July 1, 2009, the City and the Union agree to establish a 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 with an extra licensed paramedic 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.

2.9.4.1 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 56 in fiscal years 2009-10 through 2012-13.

At its sole discretion, the City may increase the number of unit members assigned to the Promoted Paramedic Support Program up to 65.

2.9.4.2 Unit Members May Volunteer For Promoted Paramedic Support Program.

Promoted unit members may volunteer for assignment to the Promoted Paramedic Support Program. A promoted unit member assigned to the Promoted Paramedic Support Program may practice as the primary ALS provider for the promoted unit member's company when insufficient Firefighter/Paramedics have volunteered for overtime. The vacancy for the shift may be filled from the Firefighter rank. In the event that mandatory overtime is required in another rank as a result of filling the vacancy from the Firefighter rank, then a Firefighter/Paramedic will be utilized in mandatory overtime and the Promoted Support Paramedic will function in the his/her regular rank (ordinary support role). Local 55 agrees to waive "rank for rank" within the "affected" company under the circumstances described in this section. Local 55 and the City agree to jointly prepare and distribute a letter to all unit members encouraging promoted unit members to volunteer for assignment to the Promoted Paramedic Support Program.

2.9.4.3 City's Commitment.

The City agrees to hire the budgeted number of Firefighter/Paramedic slots using reasonable efforts.

2.9.4.4 Promoted Paramedic Support Pay.

Each unit member assigned to the Promoted Paramedic Support Pilot Program shall be paid a flat dollar amount equal to three percent (3.0%) above the top step firefighter's regular base rate of pay for any period when the unit member is assigned to the Promoted Paramedic Support Program. Promoted Paramedic Support Pay shall be incorporated into the unit member's compensation reported to CalPERS.

2.9.4.5 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.

2.9.4.6 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 sixty (60) days written notice.

2.9.4.7 Program Termination Date.

Unless the City and the Union reach agreement prior to June 30, 2013, the Promoted Paramedic Support Program shall terminate effective July 1, 2013.

2.9.5 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 City 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.

2.9.5.1 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, bilingual pay may be removed when the criteria established in Section 2.9.5 ceases to be met for two consecutive pay periods.
- 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.

2.9.5.2 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.

2.9.6 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 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 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.

2.9.7 Staff Assignments And Special Assignments.

2.9.7.1 Forty Hour Schedule.

A bargaining unit member assigned to and serving in a staff assignment with 40 hour work week shall be paid five percent (5%) in addition to the unit member's regular base rate of pay.

2.9.7.2 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.

2.9.8 Standby Pay.

A bargaining unit member given a written assignment for standby duty shall be paid \$1.00 for each hour on standby duty up to a maximum of 24 hours per day.

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.

2.9.9 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.

2.10 Salary.

Base salaries for unit members shall be the amount reflected in Appendix I, subject to the provisions of Article 11.6.1.

ARTICLE 3: INSURANCE PROGRAMS

This Agreement does not include a description of insurance benefits or Internal Revenue Plans. Unit members must refer to the plan documents for a description of benefits, coverage, and limitation. This Agreement covers the City's and the unit member's obligation to pay for the insurance coverage provided.

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** 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' ~~DE~~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 contribute toward the premium cost of coverage in PEMHCA for employees and dependent coverage. ~~Effective January 1, 2010, the~~ City's contribution shall not exceed 100% of the premium cost of the Kaiser ~~Northern-Bay Area~~ California PEMHCA health insurance plan available to City employees in each premium category. If a unit member chooses to participate in a more expensive PEMHCA plan than the Kaiser ~~Northern-Bay Area~~ California PEMHCA health insurance plan available to City employees, the unit member shall pay the additional cost of the health insurance plan.

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 Procedures.

During the open enrollment period prior to a unit member's retirement, PERS regulations may require the unit member to elect health insurance coverage under Section 3.1.3.

Notwithstanding the provisions of Article 3.1.3 above, the City shall continue to contribute to retiree medical coverage for each retiree that amount pursuant to Government Code Section 22892, subd (c). For purposes of the increases required by subdivision (c), the "current monthly employee contributions" shall be the premium cost of ~~the second most costly~~ for Kaiser Bay Area California PEMCHA health insurance plan available to retirees within the State of the California.

3.2 Dental Insurance.

3.2.1 Effective July 1, 2008, for each represented employee, the City shall contribute \$169.71 per month to the dental plan established by the Oakland Firefighters' Health and Welfare Trust.

3.2.2 Effective July 1, 2009, for each represented employee, the City shall contribute an amount equal to the actual cost of ~~the~~ per month to the dental plan established by the Oakland Firefighters' Health and Welfare Trust ("OFHWT"). The OFHWT shall be required to provide written verification from the carrier of the cost per month annually.

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.

ARTICLE 4: PERSONNEL PROVISIONS

4.1 Probationary Periods.

If a unit member is placed 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.

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 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 five (5) working days in advance, that he/she will be removed from the position no later than the final date of the probationary period.

4.2 Staffing.

4.2.1 Advanced Life Support (ALS) Program.

As a result of the citizens approving Measure N, 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 12: Completion of Negotiations.

4.2.1.1 Procedures For Controlled Substances.

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.

4.2.1.2 Base Hospital Standards And Services.

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.

4.2.1.3 Continuing Education.

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.

4.2.1.4 License Renewal Stipend.

The City shall pay the license renewal fees for each firefighter/paramedic unit member. Firefighter/paramedics shall submit the required paperwork at least 90 days before their licenses expire.

4.2.1.5 Firefighter/Paramedic Meetings.

Firefighter/paramedics 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.

4.2.2 Measure Y Letter Of Agreement.

The City and the Union acknowledge the April 12, 2004, Measure Y Letter of Agreement attached as Appendix F and incorporated into this Agreement. The City and the Union acknowledge that Measure Y was approved by the voters in November 2004.

The Letter of Understanding shall become effective on July 1, 2005, and shall remain in effect until July 1, 2015. During the period between January 1, 2005, and July 1, 2015, the City and the Union agree as follows:

"The City will budget to provide daily deployment of 25 fire engine companies and 7 truck companies and maintain same for 10 years. Staffing per apparatus to remain at status quo (see Section 4.2 of the MOU between the parties)."

The Letter of Understanding shall terminate on July 1, 2015. After the Letter of Understanding terminates on July 1, 2015, the status quo ante for all purposes including any interest arbitration under Charter Section 910 or any state statute shall be defined as the current language of Section 4.2 without the provisions contained in the April 12, 2004, Letter of Understanding attached and incorporated as Appendix F.

Except as provided in Subsections 4.2.1 and 4.2.2 below, the minimum number of unit members per apparatus shall be as follows: (a) engine companies shall have an officer, an engineer, one firefighter/paramedic and one firefighter per engine; (b) truck crews shall have four unit members per truck (including one officer), except that Trucks 2571, 2572, and 2574 shall have five unit members per truck.

Currently one of the five unit members on truck companies 2571 and 2573 is a firefighter/paramedic slot. The City is not required by this collective bargaining agreement to staff truck companies 2571 and 2573 with a firefighter/paramedic. In the event the City decides to provide BLS instead of ALS service level on truck companies 2571 and 2573, the incumbent firefighter/paramedic shall be eligible for a change of assignment as described in Section 4.6. During a three 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.

4.2.3 Fire Chief's Right To Reassign.

The Fire Chief or designee retains the discretion to temporarily reassign one of the five firefighters from Truck 2571, 2572, or 2574 (i.e., three 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 in geographic areas where hazards are higher than normal on a given day and/or to enable the Department to perform heightened inspections in the interest of public safety and/or fire prevention. The Department's dispatch procedures shall prescribe appropriate modified response procedures in the event of such reassignment(s).

4.2.4 Companies And Bargaining Unit Members Out Of Service.

The Fire Chief or his sworn designated representative retains the discretion to temporarily "detail" or place a maximum of seven companies out of service, inclusive of training company described in Section 4.9 for a maximum of nine (9) hours during a 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 companies referenced above, the Fire Chief or his sworn designated representative retains the discretion to temporarily "detail" a maximum of four employees per shift from their normal station assignments for a maximum of eight (8) 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 assignment with classified relief.

The Fire Chief or his sworn designated representative retains the discretion to temporarily place one company out of service because the company's equipment, apparatus, or vehicles are being serviced. The one 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" as those terms are used in Section 4.2.4 and shall not be counted as one of the "maximum of seven companies" in Section 4.2.4.

4.3 Personnel File.

Performance appraisals may be considered and submitted as evidence in disciplinary actions, however, written reprimands shall be expunged from a bargaining unit member's personnel file and verbal reprimands shall be removed from the notation log after four years provided the bargaining unit member has no other disciplinary action during said four year period. The date the four year period begins is determined by the most recent date of any disciplinary action in either the personnel file or the verbal reprimand notation log.

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 When A Current Promotional Eligible List Exists:

- 4.4.1.1** 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 Fire Chief has the discretion to select the individual to fill the position.
- 4.4.1.2** If it is known in advance that an overage will exist for at least five shifts, the first available member will be assigned to AHR regardless of platoon assignment from the overstaffed rank.
- 4.4.1.3** If members are on more than one eligible list, they may be selective in choosing their AHR assignments and may have their names deferred on other lists.
- 4.4.1.4** 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 4.4.5 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 4.4.2.3 below.

4.4.2 Absence Of A Current Promotional Eligibility List.

4.4.2.1 A member desiring to act in the next eligible higher rank must submit a written request on the appropriate form to the Division Manager, Personnel, Safety & Liability or his or her designee. This request must be received before consideration will be given for AHR.

4.4.2.2 All requests will be considered and members shall be notified within five working shifts of the status of their request.

4.4.2.3 Basic qualifications for AHR are:

4.4.2.3.1 Completion of probationary period in present rank and employed as an Oakland Fire Department Firefighter or Firefighter Paramedic for 36 months in order to AHR as an Engineer and for 48 months in order to AHR as a Lieutenant. The unit member must meet all minimum qualifications for taking the promotional exam for the AHR position.

4.4.2.3.2 Fully effective or better overall performance evaluations for the current performance appraisal period before applying for AHR which must be maintained to stay eligible on the AHR list.

4.4.2.3.3 All requests to act higher rank must be approved by the member's immediate supervisor and the Fire Chief.

4.4.2.4 AHR Assignment Priority.

Bargaining unit members with the greatest department seniority who have (1) attained a fully effective or better overall performance appraisal (2) completed the course work to be eligible for testing to the promoted rank, (3) attained the applicable and effective Department certification defined Fire Department policy, and (4) are eligible to take the promotional exam shall be assigned to an acting higher rank position.

4.4.3 Appeals Of Denial Of Requests To Acting Higher Rank.

4.4.3.1 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 Division Manager, Personnel, Safety & Liability within six calendar days of receipt of a Notice of Disapproval.

- 4.4.3.2 The Division Manager, Personnel, Safety & Liability 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 Division Manager, Personnel, Safety & Liability. 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.
- 4.4.3.3 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.
- 4.4.3.4 The Fire Chief will make the final decision, subject to the Grievance Procedure in Article 10.

4.4.4 Miscellaneous.

- 4.4.4.1 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.
- 4.4.4.2 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.
- 4.4.4.3 Any qualified member who refuses to accept an acting assignment will have his/her name placed on the bottom of the AHR list.
- 4.4.4.4 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.
- 4.4.4.5 Members may cancel their request at any time.
- 4.4.4.6 An AHR will automatically be canceled upon establishment of a current Promotional Eligible list.
- 4.4.4.7 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.

4.4.5 Maximum Periods For AHR In Each Classification.

Engineer	28 shifts (2 work cycles)
Lieutenant	28 shifts (2 work cycles)
Captain	28 shifts (2 work cycles)
Battalion Chief	28 shifts (2 work cycles)

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

4.4.6 Exceptions.

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

4.4.6.2 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.

4.4.7 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 hours per event. Public relations events details shall not unreasonably compromise response time or the safety of remaining in-service companies.

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 December 1, April 1, and August 1 of each calendar year, the Fire Department's Division of Personnel shall publish and post on a rank by rank basis and shall include the qualifications for the position in an Administrative Bulletin ("A.I.B.") advertising all available vacancies to all Fire Divisions.

4.6.1.2 Unit Member Submission Of Transfer Requests.

No later than fifteen (15) calendar days after the AIB is published and posted, any unit member requesting a transfer shall personally hand-deliver a request on a Request For Change Of Assignment Form #700-37 to the OFD Administrative Office at 150 Frank H. Ogawa Plaza, Suite 3354 during normal business hours (Monday-Friday, 0900 to 1630 hours). A unit member's request for transfer shall be considered only if the unit member meets the written A.I.B requirements.

If a unit member is on long-term injury or illness leave and is unable to hand-deliver the required form, the unit member may request that the unit member's company officer or Battalion Chief submit the transfer request. Any request submitted by the company officer or Battalion Chief shall be accompanied by the unit member's written and signed statement explaining why the unit member is unable to personally submit the transfer request form and verifying that the company officer or Battalion Chief is authorized to submit the form and receive the date-stamped copy.

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 Effective Date Of Transfers.

As shown in Section 4.6.2.1, assignment changes (transfers) shall be effective on January 1, May 1, or September 1.

4.6.1.4 Posting Assignments.

As shown in Section 4.6.2.1 and no later than January 1, May 1, September 1, the Fire Department's Division of Personnel shall publish and post the filled vacancies on the Green Assignment Changes.

4.6.2 Filling Vacancies.

All vacancies shall be filled from the transfer requests on file in the Department Personnel Office 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. Until January 1, 2013, truck companies may run as ALS companies only when the firefighter/paramedic position is staffed by attrition.

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 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 Processing Change Of Assignment Requests.

Transfer requests shall be submitted and processed according to Department Policy. Upon receipt by the Fire Department Personnel Office, the original copy will be placed on file with a copy sent to the requestor. Copies of any and all transfer requests shall be made available to the Union upon its request.

4.6.8 Cancellation Of Change Of Assignment Request.

Any transfer automatically cancels remaining requests. To voluntarily cancel previous transfer requests, the bargaining unit member shall notify the Division Manager, Personnel, Safety & Liability in writing prior to the close of the advertisement period. A bargaining unit member may not cancel a transfer request after the period of advertisement has closed. Upon receipt by the Division Manager, Personnel, Safety & Liability of the written cancellation notice, the original copy will be placed on file with a copy sent to the requestor. Copies of any and all cancellation requests shall be made available to the Union upon its request.

4.6.9 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.

4.6.10 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.

4.6.11 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 year. At the expiration of one 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 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 From Firefighter/Paramedic To Firefighter.

A firefighter/paramedic may request a voluntary demotion to the firefighter rank contingent upon the following conditions and subject to the Fire Chief's or designee's sole and exclusive discretion.

A request for a voluntary demotion shall not trigger protections afforded under the Firefighter Procedural Bill of Rights.

A firefighter/paramedic requesting a voluntary demotion shall comply with the following procedure:

4.7.1 Notice To Department.

At least six 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 Sufficient Staffing.

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.

4.7.3 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.

4.7.4 Firefighter Vacancy.

When a firefighter/paramedic requests a voluntary demotion to the firefighter rank a firefighter vacancy must exist in the Department. The Department shall have no duty to create an additional or new firefighter position to permit such a firefighter/paramedic to voluntarily demote out of the Firefighter/Paramedic rank.

4.7.5 Return To Firefighter/Paramedic Rank.

At the Fire Chief's sole and exclusive discretion, the Fire Chief may grant a voluntarily demoted unit member's request to return from firefighter/paramedic to a firefighter rank.

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.

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 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 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.

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

4.8.3 Completion Timelines.

Except for Firefighter/Fireboat Operator, Firefighter/Fireboat Engineer, and Fire Investigator, 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 Fire Investigator shall be conducted on an as-needed basis, and completion timelines shall be flexible.

4.8.4 Announcements And Sign-Ups.

Announcements will be posted in all Fire Houses and a copy mailed to IAFF within three (3) days of posting in the Employment Information Office.

An eligible unit member may sign up to take the next examination by filing a completed City of Oakland application within thirty (30) calendar days of posting of the job announcement in the Office of Personnel Resource Management Employment Information Office, 150 Frank Ogawa Plaza; Oakland, California.

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.

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.

Holder of an EMT-P License issued by the California Emergency Medical Services Authority.

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 requirements for certification as Fire Apparatus Driver/Operator I through the Office of the California State Fire Marshal.

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 a unit member may not be considered for appointment to the classification of Lieutenant of Fire until he/she has provided acceptable written evidence of completion of all requirements for certification as Fire Company Officer through the Office of the California State Fire Marshal.

4.8.6.4 Captain,

Completion of twenty-four (24) months as an Oakland Lieutenant, and a unit member may not be considered for appointment to the classification of Captain of Fire until he/she has provided acceptable written evidence of completion of all requirements for certification as Fire Company Officer through the Office of the California State Fire Marshal.

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, acceptable written evidence of completion of all requirements for certification as Fire Company Officer through the Office of the California State Fire Marshal, and a unit member may not be considered for appointment to the classification of Battalion Chief until he/she has provided acceptable written evidence of completion of five (5) Chief Officer (level 2) classes as described below:

Command 2B
Command 2C
Management 2C

Command 2E
Management 2A ~

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 requirement 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 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 Arson Investigator until he/she has provided acceptable written evidence of completion of the following California State Fire Marshall and P.O.S.T. certified classes:

- Fire Investigation 1A
- Fire Investigation 1B
- P.O.S.T 832
- P.O.S.T. Firearm Cert.

Additionally, within one (1) year of appointment to the Fire Investigator classification, a unit member must present acceptable written evidence of completion of the following California State Fire Marshall Certified Classes:

- Fire Investigation 2A
- Fire Investigation 2B

The Oakland Fire Department recognizes that the Fire Investigator 2A and 2B classes are difficult to complete. Therefore unit members appointed to the Fire Investigator classification will be periodically evaluated on their progress in the coursework, and although the Oakland Fire Department will not pay for any cost associated with the individual attending and/or completing the classes, we will make every attempt to assist the individual in their successful completion of the aforementioned coursework. However, a unit member's failure to meet the intent of the LOU will result in the unit member being reverted to their previous position, without the opportunity for appeal.

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 Periods Of Service.

Periods of service shall be determined as of one hundred and twenty (120) days after exhaustion or expiration of the list. However, in the event, the examination date is delayed by mutual agreement, court order or arbitrator's order, eligibility will be determined as of the date of the first stage of the examination. For Firefighter/Fireboat Operator and Firefighter/Fireboat Engineer and Fire Investigator exams, the period of service shall not apply, and periods of service shall be determined as of the date of the first stage of the examination.

4.8.8 Impact Of Disciplinary Actions.

4.8.8.1 Demotions.

An individual demoted must complete a full period of service from the date of demotion, as defined in Section 4.8.7 before being eligible to compete in any promotional examination and may only compete for the next highest 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.

4.8.9 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, Firefighter/Fireboat Engineer, or Fire Investigator.

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 20 books,

shall include Oakland specific policies and procedures, and shall include firefighting, supervisory, and management skills relevant to the Oakland Fire Agency. The City shall periodically update the core reading materials for all ranks. Effective January 1, 2010, whenever the city modifies the core reading list, the city shall post the modified core reading list for 90 days prior to an examination. If a final reading list is established for a promotional examination, that list shall be posted simultaneously with the job announcement. This Section 4.7.11 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 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 for those portions of the examination that do not involve fire suppression questions or exercises.

This Section 4.7.14 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 Conduct Of Examination.

4.8.16.1 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.

4.8.16.2 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.

4.8.16.3 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 posting of the 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.

4.8.16.4 Standard Mean And Deviation

Except when there are fewer than fifteen (15) candidates participating in the final stage, each phase of the test shall be standardized, with the same mean and same standard deviation. Then the scores shall be weighted according to each test component weight and added together. The standardization shall be based on utilizing only those persons who passed the first phase of the exam.

4.8.17 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.

4.8.18 Accuracy Of Scoring.

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

Upon certification of the Eligible List and upon written request by the Union, submitted to the Director of Personnel Resource Management within thirty (30) calendar days of the certification of the Eligible List, the Director of Personnel Resource Management shall meet and review with the Union the scoring methodology and accuracy of the mechanical scoring of any portion of the examination.

4.8.19 Preserving of Raters' Scores And Notes.

To the extent required by law, the City shall continue its practice of preserving raters' score sheets and notes. In addition, the City shall establish an audio recording procedure to preserve a record of appropriate audible portions of the examination.

4.8.20 Examination Observer.

The Union may elect to designate an observer for each examination, who may be an active or retired Department firefighter. 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.

4.8.20.1 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.

4.8.20.2 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.

4.8.21 Examination Observer Selection.

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

- 4.8.21.1 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.
- 4.8.21.2 Prior to the examination, the observer shall be selected by mutual agreement between the Director of Fire Services 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.
- 4.8.21.3 The Union shall make every reasonable effort to include minorities and women on the observer list, described above.
- 4.8.21.4 In the event an observer cannot be recruited or must remove himself/herself from the process and a substitute cannot be found in a timely manner, the examination will continue without a replacement or substitute observer. More than one substitute for the same promotional examination shall not be allowed.

4.8.22 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 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 hours per day, plus travel time to prepare for training, instructing, and evaluating. 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** The Training Company will not be comprised of "details" from multiple companies, but assigned as a single company.
- 4.9.3** 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** 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. The designated scheduling officer will greatly assist the monitoring of MOU compliance.

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 items on the checklist attached to and incorporated into this Agreement as Appendix E. 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 12.4.

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 day of physical fitness.

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.

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, ~~as described in Package C,~~ 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.

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. Treatments must be authorized by the City of Oakland Employee Assistance Program Coordinator.

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 Employee Assistance Program Coordinator or the Claremont Group 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. IAFF 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.

Package A: OFD Physical and Fitness Exam

~~History~~ Health and Physical-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 (FVC, FEV, FEF 35-75)

Strength and Flexibility (push-ups, sit ups, sit and reach, Wingate Arm and Leg)

Personal Fitness Profile:

- *~~Summary and analysis of results by exercise physiologist~~
- *~~Nutrition education and sample eating plan~~
- *~~Aerobic progressions based on last treadmill test~~
- *~~Training guidelines~~
- *~~Phone consultation with exercise physiologist~~

Audiogram

TB/PPD Skin Test (OSHA Compliant)

Hepatitis C Antibody Screen

Urine Drug Screen (DOT Standards)

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 ~~physician~~ cardiologist attend the exercise EKG, that firefighter will be tested at Summit Alta Bates Hospital for an additional fee to Package B.

Package D: Hazardous Material Lab Exam (CBC & UA/OSHA Compliant)

Supplemental Health Questionnaire

Heavy Metals (As/Hg/Pb) – Blood

Cholinesterase-Plasma

Cholinesterase RBC – Whole Blood

Hazmat Physical

Hemoccult

X-Ray Chest

X-Ray B-Read/Interpretation

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

~~Package F:~~ Audiogram

~~Package G:~~ Blood archive: Pacific Toxicology

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 ~~72 hours~~ one scheduled regular shift prior to any portion of the physical examination, the Department shall notify the bargaining unit member of the date, time and location for the examination. 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.

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 testing will receive the Enzyme Multiplied Immunoassay Test (EMIT) consistent with OFD Policy and Procedure #72-001 (Urinalysis And Alcohol Breathalyzer Testing After A Vehicle Accident). If the test is positive, a second test will be used to verify the results. The second test will consist of either a Gas Chromatography or a Mass Spectrometry.

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.

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. The parties agree that the only acceptable "last chance agreement" is attached as Appendix G and incorporated into this MOU.

No bargaining unit member will be subjected to disciplinary action while successfully participating in an approved rehabilitation program, except as modified below. "Successfully participating" shall be solely and exclusively the determination of the Employee Assistance Program representative.

However, 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, but shall not have the right to work overtime. If on an eligible list, the unit member shall not be considered for any promotional position until the expiration of their "last chance agreement." 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 disciplinary action was arbitrary or capricious 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.

- 5.5.2.6 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.

5.5.3 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 Employee Assistance Program Coordinator. 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 Employee Assistance Program Coordinator of the City of Oakland.
- 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 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 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 as set forth in Appendix H. For physical examinations, the City may require the unit member to pass a functional capacity exam, and the Essential Function Job Analysis for the unit member position will establish the standard for the functional capacity exam. The parties understand that the tests in Appendix H may change if any unit members essential functions change for safety reasons as required by law.

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 may use earned and unused accumulated sick leave according to Department Policies. Sick leave shall be used and deducted on an hour-for-hour basis. A unit member on a nonindustrial leave for a single incident may elect to be placed on unpaid leave for long-term disability ("LTD") for a period of up to six months as long as the unit member has 144 hours or less of accumulated earned sick leave as defined by Section 6.1.2.

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 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 Division Manager, Personnel, Safety & Liability. If the bargaining unit member does not file a designation form with the Division Manager, Personnel, Safety & Liability, 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 presumptives specified in and required by the California Labor Code. An individual medically diagnosed with a presumptive condition 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 presumptive challenge by the City, the affected individual shall remain on leave pursuant to Labor Code Section 4850. Bargaining unit members who have injuries that are not presumed to arise out of and in the course and scope of employment will receive sick leave pay until the Third Party Administrator notifies the Department in writing that the bargaining unit member is entitled to compensation under Labor Code Section 4850. Upon receiving notice from the Third Party Administrator that the bargaining unit member is entitled to compensation under Labor Code Section 4850, the City will retroactively reinstate the bargaining unit member's sick leave pay for the portion of leave covered under Labor Code Section 4850.

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 policy 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 Division Manager, Personnel, Safety & Liability) |
| 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.
- 6.2.2.3.4** 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.
- 6.2.2.3.5** 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.
- 6.2.2.3.6** 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 Division Manager, Personnel, Safety & Liability, 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 consecutive shifts (three 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 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.

6.2.2.4.6 If a scheduled vacation day(s) is missed during an industrial injury or illness leave, the vacation must be taken within a one-year period of time 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-year time period, the Department will provide a check to the bargaining unit member for full compensation of the vacation leave missed.

6.2.2.5 Battalion Chief Responsibilities Regarding Industrial Injuries.

6.2.2.5.1 All Battalion Chiefs must notify the Division Manager, Personnel, Safety & Liability 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.

6.2.3.1 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 Division Manager, Personnel, Safety & Liability 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, along with Form 600-26, 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 calendar days.

6.2.3.1.4 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 Division Manager, Personnel, Safety & Liability, or the Fire Chief's designee must review all medical paperwork and authorize the return to work.

6.2.3.1.5 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 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 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.

6.2.3.1.6 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 year time period from the date of return to full duty. If the vacation is not taken within the one year time period, the Department will compensate the bargaining unit member for the vacation leave missed. The Fire Chief or his/her designee will grant the vacation leave based on the Department's operational needs.

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

6.2.3.2.1 All Battalion Chiefs must notify the Division Manager, Personnel, Safety & Liability 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 months of leave for pregnancy disability. For the first six 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 weeks, the bargaining unit member must be actually disabled by pregnancy, childbirth, or related medical conditions. Four months means the number

of days the bargaining unit member would normally work within a four 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 10.4 of this MOU.

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 unadvisable 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 the request shall be granted at the

discretion of the Fire Chief. The total time a bargaining unit member can be assigned to non-hazardous duty shall not exceed one year.

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/ CRFA 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. No. 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. 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 Catastrophic Leave Bank.

6.7.1 Definitions

Catastrophic Illness Or Injury: At the Fire Chief's sole discretion, a permanent unit member's industrial or nonindustrial illness or injury may qualify as catastrophic as long as the illness/injury is long-term and totally incapacitating or life threatening.

Paid Leave: Paid leave includes sick leave, Labor Code Section 4850 pay, vacation leave, and any other paid leave.

Recipient: The unit member with a catastrophic illness or injury who requests leave donation from donors.

Donor: A unit member who is donating sick leave at the request of a potential recipient.

6.7.2 Qualification For The Leave.

To qualify for catastrophic leave, a permanent bargaining unit member with a catastrophic illness or injury as defined by Section 6.5.1 of this MOU, must have exhausted all paid leave and must not be receiving disability benefits or workers' compensation payments.

6.7.3 Requests For Donated Leaves.

A bargaining unit member shall submit a request for donated sick leave to the Fire Chief. Along with the request, the bargaining unit member must submit medical verification from a licensed health care provider of the need for the donated leave and of the projected length of the leave. The Fire Chief or designee and the Union President agree not to release information obtained from the medical verification or the licensed health care provider.

6.7.4 Approval Of Catastrophic Leave.

The Fire Chief or designee shall review all requests for catastrophic leave and shall verify that the unit member is permanent, is eligible for catastrophic leave, has exhausted all paid leave, is not on disability benefits or receiving workers' compensation payments, and has submitted the appropriate medical verification. If the Fire Chief or designee approves the request, the Fire Chief shall notify the City Office of Personnel and the President of the Union.

6.7.5 Unit Members' Notification Of The Request.

When the Union receives the Fire Chief's or designee's notice of approval, the Union shall notify all bargaining unit members of the request for donated sick leave. At its option, the Union may use intra-City mail, electronic mail, or the United States Postal Service to notify bargaining unit members.

6.7.6 Donations.

In response to the Union's request for donated sick leave, unit members may voluntarily donate sick leave. The donation must be made on a Fire Department Catastrophic Leave Form and the unit member shall submit the form to the Fire Chief or designee. By signing the donation form, the donor shall acknowledge the transfer of accrued sick leave. The bargaining unit member making the donation may elect to send a copy of the donation form to the Union. A bargaining unit member may donate up to 60 hours of sick leave per recipient unit member's request, as long as the donating bargaining unit member retains at least 144 hours of earned or accumulated sick leave. Retiring unit members may donate sick leave only in response to specific recipient unit member requests and shall not be permitted to make undesignated donations.

6.7.7 Maximum Period Of Leave.

Recipients may remain on catastrophic leave for up to a maximum period of up to nine months.

6.7.8 Family Medical Leave/California Family Rights Act.

To the extent permitted by California law, a unit member's use of catastrophic leave shall run concurrently with use of Family Medical Leave Act and California Family Rights Act.

6.7.9 Use Of Donated Hours.

The City shall utilize donated sick leave in the order donations are received, exhausting all hours donated by one bargaining unit member

before beginning to utilize hours donated by another bargaining unit members. Donated but unused sick leave hours shall be returned to the donor.

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) calendar days.

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.

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.

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 Organization (Union Business) Leave.

With the prior approval of the Fire Chief or designee, unit members designated by the Union may attend 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 576 working hours of paid leave of absence collectively to Union bargaining unit

members during each year of this MOU. Up to 192 working hours of paid leave of absence unused during a year may be carried over for one year only, so that the maximum for that two-year cycle shall be 768 working hours. Each two-year cycle (for example, July 1, 2002, through June 30, 2004) shall be separate and no unused portion shall be carried over to the subsequent two-year cycle. Within 10 days after the unit member uses Union Business Leave under this section, the Union shall confirm use of Union Business Leave in writing to the Fire Chief or designee for accounting purposes.

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 Division Manager, Personnel, Safety & Liability. If the bargaining unit member does not file a designation form with the Division Manager, Personnel, Safety & Liability, 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 is not unduly burdensome to 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 months. The Fire Chief, Division Manager, Personnel, Safety & Liability, 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 60 days and upon the completion of the six 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 firefighters 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 Division Manager, Personnel, Safety & Liability 15 days prior to the requested date. The Division Manager, Personnel, Safety & Liability or designee will review the request and will approve or deny the request within three 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 residential, 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 days prior to the appointment, unless the need for the appointment is unforeseeable.
- 6.10.5.8** The 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.
- 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 Entitlement.

6.11.1.1 A bargaining unit member shall be credited with vacation leave 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 enumerated below. For the purpose of determining the amount of vacation entitlement, an employment year is defined as the period of one year from the anniversary date of such appointment by the City.

6.11.1.1.1 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. 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.

6.11.1.2 From the first through the ninth employment years: seven shifts for members working in fire suppression; fifteen work days for members working on a 40 hour weekly schedule.

6.11.1.3 From the 10th through the 14th employment years: nine shifts for members working in fire suppression; 20 work days for members working on a 40 hour weekly schedule.

6.11.1.4 From the 15th through the 19th employment years: 11 shifts for members working in fire suppression; 25 work days for members working on a 40 hour weekly schedule.

6.11.1.5 From the 20th through the 24th employment years: 12 shifts for members working in fire suppression; 27 work days for members working on a 40 hour weekly schedule.

- 6.11.1.6 From the 25th employment year and thereafter: 13 shifts for members working in fire suppression; 30 work days for members working on a 40 hour weekly schedule.

6.12 Military Leave.

6.12.1 Paid Military Leave.

- 6.12.1.1 Any bargaining unit member who has completed one full year of service with the Department, or one full year of service with OFD and *active* military service combined, shall be entitled to receive his or her salary for the first 300 hours of a military leave period, provided that the ordered duty does not exceed 180 calendar days, including time going to and returning from military duty.
- 6.12.1.2 A bargaining unit member who is a member of the *National Guard* shall receive his or her salary for the first 300 hours regardless of length of service.
- 6.12.1.3 Military pay shall not exceed 300 hours in any one fiscal year.
- 6.12.1.4 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 Notwithstanding the foregoing provisions, City Council Resolution 77044 shall be applicable to bargaining unit members.

6.12.2 Unpaid Military Leave.

- 6.12.2.1 Any bargaining unit member who has not completed one full year of service with the Department and/or the military and those who have already received 300 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 15 calendar days in any one 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 300 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 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 300 hours must make a request in writing for reemployment in accordance with 38 U.S.C. Section 4312.

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. 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.

6.12.4.3 If the bargaining unit member has been employed for at least one 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 38 U.S.C. Section 4316 (c).

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.

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 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 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 Definitions.

The following definitions apply to this Article:

7.1.1 Structure Turnouts ("Full Turnouts").

The complete set of protective clothing provided for use and required to be worn during certain incidents. Structure turnouts consist of: (1) structure helmet; (2) turnout coat with liner; (3) turnout pants with liner; (4) turnout boots; (5) gloves; (6) eye protection (either an SCBA face piece or goggles); (7) Personal Alert Safety System ("PASS"); (8) Two hoods; and (9) Self Contained Breathing Apparatus (for IDLH atmospheres). (Covered by 7.3.1.)

7.1.2 Wildland Turnouts.

The complete set of protective clothing provided for use and required to be worn during wildland fire responses. Wildland turnouts consist of: (1) wildland helmet with shroud; (2) wildland jacket; (3) wildland pants; (4) day boots (lug soled with steel toe and insole); (5) gloves; (6) eye protection (goggles); (7) web belt with fire shelter and canteen; and (8) under-garments for shirt and pants.

7.2 City Responsibilities.

7.2.1 As soon as feasible and no later than June 30, 2010, the City shall provide each firefighter with at least two sets of structure turnouts and one set of wildland turnouts. For unit members requiring large or unusual sizes, the City shall provide a second set of structural turnouts effective August 1, 2008. Prior to June 30, 2010, the City shall provide a pool of structural and wildland turnout gear for common sizes.

7.2.2 City shall repair or replace items of damaged, contaminated, or worn protective clothing.

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

7.2.4 The City shall establish rehabilitation procedures.

7.3 Unit Member Responsibilities.

7.3.1 Suppression personnel shall respond wearing full structure turnouts including hoods when responding to the following incidents: (1) all fires (other than wildland fires) that involve structures; (2) hazardous materials incidents; and (3) mutual aid requests. Upon arrival at the scene of the

incident, the Company Officer shall determine the level of protective clothing that must be worn and is responsible for the safety of all crew members.

7.3.2 Suppression personnel shall respond wearing Wildland Turnouts when responding to vegetation and wildland fire assignments, whether within or outside the City. Upon arrival at the scene of the incident, the Company Officer shall determine the level of protective clothing that must be worn and is responsible for the safety of all crew members.

7.3.3 Unit members shall do the following:

7.3.3.1 Clean and maintain protective clothing according to manufacturers' recommendations and Department policy. Never take turnout clothing home for cleaning. Launder dirty turnouts as soon as practical. Turnouts shall be put on and taken off on the apparatus floor. Wear clean turnout pants and boots around the fire stations if the Company Officer approves such wearing.

7.3.3.2 Exercise reasonable diligence to avoid losing required protective clothing. Immediately report to their supervisor any defective, damaged, or missing protective clothing. If the unit member has not exercised reasonable diligence, and, as a result, the protective clothing is lost or missing, the unit member shall reimburse the Department for the replacement cost of the lost or missing protective clothing.

7.3.3.3 For on-duty personnel, ensure that the required protective clothing is available for use at all times while on duty.

7.3.3.4 For off-duty personnel, secure their protective clothing in lockers or other assigned locations and maintain protective clothing for immediate use in the event the unit member is called back to duty.

7.3.3.5 Use eye protection and Self Contained Breathing Apparatus (SCBA) when performing overhaul, when operating hand or power tools, or at any incident or while performing any task where eye injuries are possible.

7.3.3.6 Wear gloves when performing overhaul, when operating hand or power tools, or at any incident or while performing any task where hand injuries are possible.

7.3.3.7 Maintain structure helmets in the same condition in which the Department originally issued them (for example, the helmets must maintain their reflectors, chin straps, liners, shrouds, and

goggles, to the extent that these items are included as part of the structure helmet).

- 7.3.3.8 Wear the same level of protective clothing as required for suppression personnel operating within the area. This requirement includes all non-suppression personnel, fire investigation personnel, and command officers.
- 7.3.3.9 Never use or wear any article of protective clothing not approved by the Department.
- 7.3.3.10 For purposes of drilling, wear the proper level of protective clothing required by the officer in charge of the drill.
- 7.3.3.11 After certifying that an environment is non-hazardous and all products of combustion or hazard have been removed from the emergency scene, the Incident Commander may authorize the removal of the turnout coat during overhaul operations and for those personnel performing "cleanup" operations or fire investigation (for example hose pick up or equipment cleaning). The minimum level of protection during these operations is turnout pants, a helmet, gloves, boots, and eye protection.
- 7.3.3.12 Use good judgment when removing uniform pants to don protective clothing. Every attempt should be made to avoid offending the general public and other fire department personnel. Department approved physical fitness shorts may be worn under uniform pants for this purpose.
- 7.3.3.13 When responding to an emergency medical assignment from quarters, all company members shall be in uniform attire. The Company Officer shall ensure that personnel wear the level of protective clothing in compliance with the Department Policy and Procedures.

7.4 Full Turnouts.

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

7.5 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 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: Intentionally Left Blank

ARTICLE 9: RETIREMENT

9.1 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).

9.2 California Public Employees' Retirement System (PERS).

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.

9.3 PERS Optional Benefits.

9.3.1 One Year Final Compensation.

The retirement allowance of a PERS member is based on the 12 highest paid consecutive months under the plan (Government Code Section 20042).

9.3.2 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 years of service credit for any continuous active military or merchant marine service prior to employment by the City.

9.3.3 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.

9.3.4 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.

9.3.5 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 9.4.5 above, are required to contribute \$2.00 per month for such coverage.

9.3.6 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.

9.3.7 Service Credit For Prior Federal Or State Firefighting.

Upon notification by Local 55 that its members have ratified this Agreement, Effective July 1, 2009, the City shall begin the process to amend its contract with PERS to adopt the credit for prior public service described in and provided for by Government Code Section 21024.5. The benefit will be effective upon CalPERS' approval.

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

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 4.0% of the employer's contribution.

Except as specifically stated in this Section, 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.

9.5 Implementation Of PERS 3% At 50 Plan.

In 2004, the City amended its contract with the Public Employees' Retirement System (PERS) to provide the 3% at 50 retirement plan for each active bargaining unit member.

ARTICLE 10: GRIEVANCE PROCEDURE.

10.1 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:

10.2 Confidentiality And Privacy Rights.

10.2.1 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.

10.2.2 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. Neither the City nor Union shall release any information not contained in the arbitration decision or that is not a public record, except communications permitted by law.

10.3 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 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 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 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 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 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 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 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 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 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 calendar days of receipt of the grievance or meet with the bargaining unit member and/or assigned Union representative within ten 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 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 E, Section 2, with regard to the following arbitrators:

1. Bonnie Bogue
2. John Kagel
3. Carol Vendrillo
4. Matt Goldberg
5. Luella Nelson
6. Wilma Rader
7. Alexander Cohn
8. Fred D'Orazio

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 E.

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.

10.4 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.

10.5 Consolidation.

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

10.6 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.

10.7 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 10.3 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 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 professional neutral arbitrators, two 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.

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

10.8.1 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.

10.8.2 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.

10.8.3 Grievance Definition.

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

10.8.4 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 10.3, Step 5 and Appendix E of this agreement. The arbitrator or hearing officer shall be responsible for conducting the hearing according to the requirements of the FPBOR.

10.8.5 Unit Member Representation.

Whenever a firefighter is entitled to a representative of his or her choice under Subsection 3453(i) of the Act, the firefighter also has a right to representation by the union under the Meyers-Millias Brown Act ("MMBA"). The MMBA representation may be provided by the same individual, or by a different individual, as decided by the individual firefighter.

10.8.6 Notice of Potential Disciplinary Issues.

The Department and the Union will attempt to inform each other of potential disciplinary issues as soon as practicable.

10.8.7 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 10.8, nothing in the FPBOR shall be subject to the grievance procedure or review by the Civil Service Board or an arbitrator.

ARTICLE 11: SPECIAL PROVISIONS

11.1 Responding To Emergencies.

In major emergencies, the City may require off-duty unit members to report back 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. A Deputy Chief or the Battalion Chief at FDC shall determine the time within which the unit members shall be required to report back to work for each particular emergency.

11.2 Residency Committee.

The Union agrees to participate in a City Residency Committee. The Committee shall meet and generate alternatives and incentives to encourage City safety employees to live in the City of Oakland.

11.3 Sideletters.

All sideletters not attached to or incorporated into this Agreement shall expire on July 1, 2001. Except as described in Article 12, this Agreement constitutes the entire agreement between the Union and the City.

11.4 Code 2 And 5150 Calls.

Except for the airport station, the Department does not respond to code 2, non-life-threatening medical emergencies, or 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 12: Completion of Negotiations.

11.5 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.

11.6 Reopeners

11.6.1 The parties agree that either one may request and require negotiations over salary only, inclusive of specialty pay, for the last year of the contract commencing July 1, 2011.

11.6.2 During the term of the contract, either party may request to meet and confer over a retiree medical trust.

ARTICLE 12: COMPLETION OF NEGOTIATIONS

12.1 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.

12.2 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 12.4 during the term of this Agreement.

12.3 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 10: Grievance Procedure.

12.4 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 13: SAVINGS CLAUSE

- 13.1** 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.
- 13.2** 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 14: 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 become effective on July 1, 2008, and shall remain in effect through June 30, 2012.

CITY OF OAKLAND
A Municipal Corporation

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 55

Gerald Simon
Fire Chief

Charles Garcia
President

Wendell Pryor
Director of Personnel

Christopher E. Platten
Wylie, McBride, Platten & Renner

M. Carol Stevens
Burke, Williams & Sorensen, LLP

Dan Robertson

Timothy L. Davis
Burke, Williams, & Sorensen, LLP

Brad Pieraldi

James Edwards
Deputy Fire Chief

Jim Whitty

James Williams
Deputy Fire Chief

Bruce Nielsen

Vicki Laden
Deputy City Attorney

Emon Usher

Donna Hom
Chief Financial Officer

**SIDE LETTER AGREEMENT TO THE FISCAL YEAR 2008-2012 AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND
AND IAFF, LOCAL 55**

Pursuant to the provisions of the Meyers-Milias-Brown Act, this Side Letter of Agreement is entered into this 30th day of June, 2009 ("Side Letter Agreement"), as an amendment to the fiscal year 2008-2012 Amendment To The Memorandum Of Understanding Between The City of Oakland And IAFF, Local 55, (hereinafter "MOU") entered into between the management representative of the Oakland City Council (hereinafter "City"), and the International Association of Firefighters, Local 55 (hereinafter "Union").

It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral or written, regarding the matters contained herein. Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by the affected employees and contained in the MOU shall remain in full force and effect.

The City and the Union have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and now therefore agree as follows:

Impact Of Extraordinary Fiscal Circumstances

The parties acknowledge negotiating this Agreement during an extraordinarily difficult economic environment. To reach this agreement, the parties made a commitment to work together to solve the financial challenges and meet the needs of the public.

Because this Agreement was negotiated under these unprecedented fiscal conditions, it does not represent an agreement on the definition of the comparable fire agencies or Local 55's correct rank among the comparable fire agencies. The City acknowledges that Local 55 is reserving its arguments about Local 55's correct rank among the comparable fire agencies.

The City values Local 55's and its bargaining unit members' commitment to meeting the needs of the City and the public. During the term of this Agreement, the City agrees not to eliminate any bargaining unit member in active, paid status on the date the City Council approves this Agreement. Consistent with the City Charter, City Personal Rules, and City Policy, the City retains its right to lay off any bargaining unit members hired on or after July 1, 2009. Nothing in this section voids or supersedes the City's right to terminate a bargaining unit member for cause, as described in this Agreement and the City's Personnel Rules.

APPENDIX A

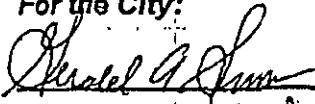
Bargaining Notes On
2001 Salary Survey Methodology

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

SK [unclear]

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) 844-3201498 - 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/Shot _____
- 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]*
 11/26/10 *[Signature]*

APPENDIX F

Letter of Agreement Re: Local 55 Ballot Measure

Letter of Agreement RE: Local 55 Ballot Measure
April 12, 2004

The parties agree as follows:

Local 55 will withdraw from all efforts to obtain voter approval for the fire safety and emergency services minimum protection amendment to the Charter of the City of Oakland

And

City will agree to partner with Local 55 to seek voter approval for a Ballot measure to increase taxing authority for funds for fire services, public safety and violence prevention activities for the November 2004 election.

AND

City Agrees:


If Ballot measure passes in November 2004 election, City will effective January 1, 2005, budget to provide daily deployment of 25 fire engines companies and 7 truck companies and maintain same for 10 years. Staffing per apparatus to remain at status quo (see pg. 16., Article 4 section 4.2. of the MOU between the parties).

If Ballot measure fails in November 2004 election City will effective July 1, 2005, budget to provide daily deployment of 25 engines and 7 trucks companies and maintain same for a total of 10 years, from July 1, 2005 until July 1, 2015. Staffing per apparatus to remain at status quo, (see pg.16., Article 4 section 4.2. of the MOU between the parties.

And

Local 55 will continue to partner with City to provide mentorship for Oakland Youth.

AGREED:


Steven Splendorio, President Local 55, I.A.F.F.


Deborah Edgerly, City Manager, City of Oakland

APPENDIX G

Last Chance Agreement

**AGREEMENT BETWEEN OAKLAND FIRE DEPARTMENT ("Department")
AND LOCAL 55 ("Union")**

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'S SUPERVISOR: _____

WORK UNIT/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) 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 EQP 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 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.
2. I will continue to follow EAP'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 twenty-four (24) months. **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. 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.
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 fact, in another case involving me, that disciplinary action was recommended but held in abeyance pending my completion of this Last Chance Agreement.

11. I further understand that I am being disciplined for the incidents described in this Agreement. This discipline consists of: Not Applicable. I agree that this discipline is appropriate 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

Accepted by the Oakland Fire Department:

OAKLAND FIRE DEPARTMENT

DATE

EMPLOYEE RELATIONS

DATE

The union concurs in the terms and conditions of this Agreement.

UNION REPRESENTATIVE

DATE

Approved as to form

OFFICE OF THE CITY ATTORNEY

DATE

APPENDIX H

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 Franklin H. Ogawa Plaza 3 rd Floor #3354	
City: Oakland	State: CA Zip: 94612
Contact Name: Steve Danziger	Department: Oakland City Fire - Dept. of Workers Compensation
Phone: (510) 238-7823 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 th , 2008
Phone: (510) 893-7463	Email: mhough@vibrantcarehab.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 consumed 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 (5-22 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, l-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 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 unit Repetition Based Determination (multiply reps by 4-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%) ≥ 26 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/note pads, 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.

Rev: 7-2005

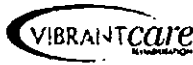
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Essential Functions Job Assessment

Job Functions	Freq *	Essential	Specific Tasks
12.	Select Or	<input type="checkbox"/>	1.
13.	Select Or	<input type="checkbox"/>	1.
14.	Select Or	<input type="checkbox"/>	1.
15.	Select Or	<input type="checkbox"/>	1.
16.	Select Or	<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	HL 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
 Repetition Based Determination (multiply reps by 8-hrs. worked) N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%)
 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
 Repetition Based Determination (multiply reps by 8-hrs. worked) N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%)
 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
 Repetition Based Determination (multiply reps by 8-hrs. worked) N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%)
 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.
Stairing	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.
Gripping	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 handwringling.
Fingering	C	Predominantly when utilizing the computer for report generation. Action is specific to the keyboard and mouse and any handwringling.
	Select One...	
	Select One...	

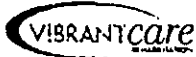
*Frequency performed per shift. N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%)
 Repetition Based Determination (multiply reps by 8-hrs workload) 1 - 4 reps / hr. 5 - 24 reps / hr. ≥ 25 reps / hr.

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/notebooks, 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.

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Essential Functions Job Assessment

Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Accommodation:	O	Investigators may work at night or in darkened locations and turn on lights, flashlights and come in from the sunlight. Eyes must adjust to the unit environment.
Perception - Spatial:	O	Must be able to navigate in wide open spaces or in confined spaces, especially in darkened conditions.
Perception - Form:	O	Must identify doors, windows, forms of evidence in unit or darkened conditions as well as in light, confined spaces.
Feeling:	F	Must identify textures, surface temperatures, differentiate objects in poorly lit conditions.
Speaking:	F	Maintains verbal communication to firefighters while on scene as well as speaking with witnesses and while in court during testimony. Investigators are granted arrest authority and may have to carry out verbal instructions to suspects under the arrest mandate/protocols.
	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>		

Employer Information		
Employer: City of Oakland	Job Title: Fire Investigator	Date: 6/5/2008

Work Environment		
Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Weather:	C	Wildland fires will see all day exposure to outdoor elements.
Cold:	C	Exposed to colder weather conditions during the winter while outdoors and from moisture due to water usage during fire suppression.
Heat:	C	Exposed to warmer/hot weather during the summer while outdoors, while attending fire suppression events, during investigations while fire is still burning.
Water Humidity:	C	Investigations are made on scene after suppression has taken place with excessive water intrusion, may have to manage hoses as well to mitigate "flare-ups".
Noise - Very Quiet	N	N/A
Noise - Quiet	O	In office settings or while performing investigations alone in outdoor spaces.
Noise - Moderate	F	Maintaining communication with firefighters, witnesses, in testimony, from radio chatter, vehicle noise while driving.
Noise - Loud	O	Car horns, ambient fire suppression noise from tools, hoses, mechanical equipment.
Noise - Very Loud	O	Sirens - when applicable.
Vibration	F	Using hammers, hatchets, axes, managing hoses, holding onto steering wheels of motor vehicles.
Atmospheric Conditions	N	N/A
Moving Parts	N	N/A
Electrical Shock	F	In moist, indoor environments after water has been used to suppress the fire, they may remain live wires or sockets.
High Places	O	Some investigations take place in taller buildings, on high-lifts, ladders, on the roof of buildings.
Radiant Energy	N	N/A
Explosives	O	Gas lines in homes when exposed to fire may pose a threat of explosion.
Toxic/ Caustic Chemicals	O	Halon, fumes from a fire burning various chemicals, aerosol cans and solvents are used during investigations.

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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 8-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%)	C = Constant (67 - 100%)
Repetition Based Determination (multiply reps. by 8-hrs. worked)		1 - 4 reps / hr.	5 - 24 reps / hr.
Time Used		0-2.5 hours	2.6 - 5.5 hours

Comments

WorkSiteSolutions Representative Information		
Name: Michael Hough, MS, CIE,	Phone: (510) 893-7463	E-Mail: mhough@vibrantcarerehab.com
CSCS		
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 rd 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 th , 2008.
Phone: (510) 893-7483	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/training classes 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.), incubation 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.), Seeger-Bag Splint (8 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

*Frequency performed per shift
 Repetition Based Determination (multiply reps. by #hrs. worked)

N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%)
 1 - 4 reps / hr. 5 - 24 reps / hr. ≥ 25 reps / hr.

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



Employer Information		
Employer: City of Oakland	Job Title: Firefighter - Paramedic	Date: 6/5/2008

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"	IV's, scissors, bandages, splints, Narc box, bottles of bleach, small hand tools, medical supplies, flashlight, shovels, brooms
11-20	C	25+ reps/hr.	0'-80"	Larger tools, hammers, pry hooks, heart rate monitor, inflation kit, larger medical supply bags
21-50	C	25+ reps/hr.	0'-80"	Airway bag, OFD bag, hoses, couplers, large tools, sledge hammers, pry hooks, air movers, chainsaws, circular saws, small children, Absorb-All, smaller ladders
50-100	F	12 reps/hr.	0'-65"	Move smaller adults/children with or without a Sit-Pick or Stair Chair, charged hoses, Jaws-of-life, generators, larger ladders, monitor sprayer, 4-way coupler, large medical bags, large tool chests/boxes, Proser pumpstokes basket (empty)
≥ 101	O	7 reps/hr.	0'-80"	Move adults without or without a Sit-Pick or Stair-Chair, fully charged 200'-500' hose
*Frequency performed per shift Repetition Based Determination (multiply reps by #hrs. worked)				
N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%)				
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'	IV's, Narc box, bottles of bleach, small hand tools, medical supplies, flashlight, shovels, brooms, debris
11-20	F	21 reps/hr.	0'-300'	Larger tools, hammers, pry hooks, heart rate monitor, inflation kit, larger medical supply bags
21-50	F	18 reps/hr.	0'-300'	Airway bag, OFD bag, hoses, couplers, large tools, sledge hammers, pry hooks, air movers, chainsaws, circular saws, small children, Absorb-All, smaller ladders
50-100	F	13 reps/hr.	0'-300'	Smaller adults/children with or without a Sit-Pick or Stair-Chair, charged hoses, Jaws-of-life, generators, larger ladders, monitor sprayer, 4-way coupler, large medical bags, large tool chests/boxes, Proser pumpstokes basket (empty)
≥ 101	F	8 reps/hr.	0'-300'	Move adults with or without a Sit-Pick or Stair-Chair, fully charged 200'-500' hose
*Frequency performed per shift Repetition Based Determination (multiply reps by #hrs. worked)				
N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%)				
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	23 reps/hr.	0'-5'	Push open/close doors (building or truck/engine), storage doors on truck/engine
11-20	F	19 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	F	17 reps/hr.	0'-50'	Push against force of charged hose during spray, push open locked/stuck doors, use door ram, push open/close discharge outlets
50-100	F	8 reps/hr.	0'-50'	Push ladders back into storage racks at back of truck, push open stuck doors, use door ram
≥ 101	O	4 reps/hr.	0'-50'	Push large debris away from doors in buildings, push vehicles in accidents out of street, push open blocked

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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 8-hrs. worked)		1 - 4 reps / hr.	5 - 24 reps / hr.	≥ 25 reps / hr.

Pull Weight (lbs.)	Max Weight Pulled (1RM): 101+		Distance: 0'-300'		Description: See below
	Frequency*	Repetitions/ Time	Distance		
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 - 30	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
31 - 40	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 8-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: Firefighter - Paramedic	Date: 6/5/2008

Other Physical Demands		
Activity	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
Sitting	O	Driving vehicles, in ambulance with injured individuals, taking breaks between hose shifts
Standing	C	To inspect injured individuals, accessing equipment or boxes on vehicles, 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	Performed while carrying supplies or people, moving between injured individuals, to progress through building/fields/outdoor location while suppressing fire, to survey accident/fire location, to climb stairs
Stoop	F	To lean over injured individuals to perform treatment/utilize medical equipment/perfrom inspections of injuries, leaning 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	C	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, to swing axes/hammers/other tools
Crawling	F	To stay under flame and smoke in enclosed locations or getting to injured parties at low levels
Kneeling	F	Inspection of injured parties, utilization of necessary medical equipment, handle fire hoses from a lowered location, to address needs of injured people, to access doors while avoiding flame/smoke
Crouching	F	Inspection of injured individuals, administer care to individuals laying down, lift people or equipment from the ground, 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: Firefighters/Paramedics 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	Retrieving all manner of medical or fire equipment, medical or tool boxes, equipment and bags. 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, pump controls
Grasping	C	Utilization of small hand tools/medical supplies, brass pole while sliding, steering wheel while driving, hose during fire suppression, holding onto various hand tools and equipment, carrying medical and equipment bags
Pinching	F	Administration of needles for IV's/blood draw/drug application, 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 8-hrs. worked) 1 = 4 reps / hr. 5 = 24 reps / hr. 25 = 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 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

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Paramedic Firefighter EFJA 6 5 08.doc

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

		indoor fire locations
Other Hazards	0	Blood-borne pathogens, sewage, hospital waste
*Frequency performed per shift:	N = Not Present (0%)	O = Occasional (1 - 33%)
Repetition Based Determination (multiply reps. by 8-hrs. workday)	1 - 4 reps/hr.	5 - 24 reps/hr.
	F = Frequent (34 - 66%)	C = Constant (67 - 100%)
		≥ 25 reps/hr.

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 (28-84 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



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 rd Floor #3364	
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: srdanziger@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: 07-27-2005 - Amended 7-10-2008
Phone: (707) 694-8741	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: Battalion Chief	
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/Week Yes Lunch and Breaks
<p>Brief Description of Job: To manage a district of eight to ten engine/truck companies supervised by Captains and/or Lieutenants. The Battalion Chief directs emergency operations while on-site. Administers company-wide inspections, pre-fire planning, in-service training, community relations and prepares and approves reports. In addition to above duties, the Battalion Chief must 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 a radio for effective communication.</p> <p>Note: The Battalion Chief is considered managerial by nature. However, the Battalion Chief must assist firefighters in the line of duty as deemed necessary. This analysis is based upon the duties a Battalion Chief 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 Battalion Chief must achieve to when asked to perform the duties of a firefighter effectively. Duties within the station, as a Battalion Chief 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>	
<p>Educational Requirements (Specific Training, Experience, Certification and/or Licensing): 48 months as a Fire Captain and/or Lieutenant (with at least 12 months as a Captain), High School Diploma or GED equivalent, EMT certification, Class C driver's license.</p>	
<p>Dress Code/ Protective Gear: Badge, designated non-fire uniform of dress-white, long-sleeve shirt and blue slacks. In the event of fire suppression: 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 weight-sum of gear is 53 lbs.</p>	



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.), Halligen tool (15 lbs.), shovel (6 lbs.), lock cutters (10 lbs.), pry/crow bar (6-22 lbs.), door/wall "bracer" (8 lbs.), "saws of life" (67 lbs.), jackhammer (55 lbs.), door ram (45 lbs.), chain-saw (29 lbs.), circular cutting saw (25 lbs.), large squeegee (4 lbs.), broom (3 lbs.), safety cones (4lbs. each), water vacuum (11 lbs.), Prosear pump (78 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 (80 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: 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

Physical Demands				
Lift	Max Weight Lifted (1RM): 101+	Repetitions/ Time	Ht. To/ From: 0'-60"	Description: See below
Weight (lbs.)	Frequency	Repetitions/ Time	Height To/ From	Description
0 - 10	F	25+ reps/hr.	0'-60"	small hand tools, medical supplies, flashlight
11 - 20	F	25+ reps/hr.	0'-60"	larger tools, hammers, pry hooks, heart rate monitor, incubation kit, larger medical supply bags
21 - 50	O	10-20 reps/hr.	0'-60"	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.

Physical Demands				
Carry	Max Weight Carried (1RM): 101+	Repetitions/ Time	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, incubation 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, Proseal 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.

Physical Demands				
Push	Max Weight Pushed (1RM): 101+	Repetitions/ Time	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.	0'60'	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.

Physical Demands				
Pull	Max Weight Pulled (1RM): 101+	Repetitions/ Time	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

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Battalion Chief EFJA.doc



Essential Functions Job Assessment



				locked/stuck doors
60 - 100	O	10+ reps/hr.	0'-50'	Pull ladders out of storage racks at back of truck; pull open stuck doors, drag people from fires/accidents
≥ 10†	O	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
*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: 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/repair 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
Handing	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 - 88%) C = Constant (87 - 100%) Repetition Based Determination (multiply reps. by 6-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
<small>*Frequency performed per shift Repetition Based Determination (multiply reps. by # hrs. worked)</small>		
<small>N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%) 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 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
<small>*Frequency performed per shift Repetition Based Determination (multiply reps. by # hrs. worked)</small>		
<small>N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%) 1 - 4 reps/hr. 5 - 24 reps/hr. ≥ 25 reps/hr.</small>		

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, after shock 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
<small>*Frequency performed per shift Repetition Based Determination (multiply reps. by # hrs. worked)</small>		
<small>N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%) 1 - 4 reps/hr. 5 - 24 reps/hr. ≥ 25 reps/hr.</small>		



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 indeterminate 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		Type of Business: Municipal Fire Dept	
Employer: City of Oakland		Department: Public Safety	
Location/ Plant: Oakland		Address: 150 Frank H. Ogawa Plaza 3 rd 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: smdanzlgen@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: 7/12/05
Phone: (510) 893-7483	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 conjunction 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 Office 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 bell 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 (40-88# 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: N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%)
 Repetition Based Determination (multiply reps. by 8-hrs. worked) 1 = 4 reps / hr. 5 = 24 reps / hr. ≥ 25 reps / hr.

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 Or	<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

Physical Demands				
Lift	Max Weight Lifted (1RM): 101+	Repetitions/ Time	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 pyroflex, 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.				

Carry	Max Weight Carried (1RM): 101+	Repetitions/ Time	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'	Hose couplings and assemblies, hammers, pry hooks, heart rate monitor, incubation 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.				

Push	Max Weight Pushed (1RM): 101+	Repetitions/ Time	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.				

Pull	Max Weight Pulled (1RM): 101+	Repetitions/ Time	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

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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.
<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>				



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

*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 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 assess 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.

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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

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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>		

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Exposure To	Frequency*	Comments: (Distance, Sustained Time, Examples, etc.)
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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

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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 8-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 rd Floor #3354	
City: Oakland	State: CA Zip: 94612
Contact Name: Steven Danziger	Department: Oakland City Fire Dept.
Phone: (510) 238-7623	Fax: (510) 238-7824
Email: smdzanizer@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: r.garcia@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/ Wk. 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 indeterminate 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.	



Essential Functions Job Assessment



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.), 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" (9 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 (28-64 lbs.); 100'-500' hoses (40-88 lbs.- uncharged), bags of Absorb-All (35 lbs.), Monitor sprayer (80 lbs.), blowers (45-80 lbs.), Stokes' basket (80 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 Lieutenant	Date: 3/25/2007
*Frequency performed per shift		N = Not Present (0%)	O = Occasional (1 - 33%)
Repetition Based Determination (multiply reps. by 8-hrs. worked)		1 - 4 reps / hr.	5 - 24 reps / hr.
		F = Frequent (34 - 68%)	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.
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 inform other employees of location, status and special needs in a chaotic environment

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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

Physical Demands				
Lift	Max Weight Lined (1RM): 101+	Repetitions/ Time	Ht. To/ From: 0°-80°	Description: See below
Weight (lbs.)	Frequency		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				
Weight (lbs.)	Max Weight Carried (1RM): 101+	Repetitions/ Time	Distance: 0'-300'	Description: See below
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, Proseal 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				
Weight (lbs.)	Max Weight Pushed (1RM): 101+	Repetitions/ Time	Distance: 0'-50'	Description: See below
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				
Weight (lbs.)	Max Weight Pulled (1RM): 101+	Repetitions/ Time	Distance: 0'-300'	Description: See below
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

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Essential Functions Job Assessment



50 - 100	F	10+ reps/hr.	0-50'	locked/stuck doors 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 fires/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/folds/outdoor location while suppressing fire, to survey accident/fire location, to climb stairs
Scoop	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, 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
Handing	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 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
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)

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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.
Water/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

WorkStrategies™ Representative Information
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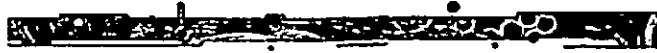
Name: Russel Garcia	Phone: (916) 806-0331	E-Mail: rugarcia@vibrantcarerehab.com
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Signed: _____



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 rd Floor #3354	
City: Oakland	State: CA Zip: 94612
Contact Name: Steven Danziger	Department: Oakland City Fire Work Comp.
Phone: (510) 238-7823 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	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/ Yes Lunch and Breaks Vw.
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.	
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/training classes and operate radios for effective communication.	
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 indeterminate 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.	
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 jacket, gloves, air tank with attachment apparatus, air mask, helmet, fire retardant hood, equipment belt, jacket mounted flashlight. Total weight-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.), 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 (8-22 lbs.), door/wall "bracer" (8 lbs.), "jaws of life" (87 lbs.), jackhammer (55 lbs.), door ram (45 lbs.), chain-saw (29 lbs.), circular cutting saw (25 lbs.), large squeegee (4 lbs.), broom (3 lbs.), safety cones (4 lbs. 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 (45-80 lbs.), Stokes basket (80 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 Captain	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 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	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

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 - 60	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				
Weight (lbs.)	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				
Weight (lbs.)	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				
Weight (lbs.)	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

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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 8 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
Scoop	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, 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	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 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
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.

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 Repetition Based Determination (multiply reps. by # hrs. worked)		
N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%) 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 Repetition Based Determination (multiply reps. by # hrs. worked)		
N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%) 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, after shock 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 Repetition Based Determination (multiply reps. by # hrs. worked)		
N = Not Present (0%) O = Occasional (1 - 33%) F = Frequent (34 - 66%) C = Constant (67 - 100%) 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 indeterminate 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. Those 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) 894-8741 E-Mail: mhough@hq.novacare.com

Signed: _____

APPENDIX I

Salary Appendix

Rep Unit FQ1

Job Class Title	Step	01-JUL-08	01-JUL-09	01-JUL-10	01-JUL-11
<u>Battalion Chief</u>	<u>None</u>	<u>\$12,748.02</u>	<u>\$12,748.02</u>	<u>\$12,748.02</u>	<u></u>
Fire Marshall, Assistant	None	\$11,421.63	\$11,421.63	\$11,421.63	
Captain of Fire	None	\$10,598.79	\$10,598.79	\$10,598.79	
Lieutenant of Fire	None	\$ 9,803.57	\$ 9,803.57	\$ 9,803.57	
Fire Boat Operator	None	\$ 9,803.57	\$ 9,803.57	\$ 9,803.57	
Fire Boat Engineer	None	\$ 9,803.57	\$ 9,803.57	\$ 9,803.57	
Investigator	None	\$ 9,653.11	\$ 9,653.11	\$ 9,653.11	
Engineer of Fire	None	\$ 9,163.40	\$ 9,163.40	\$ 9,163.40	

Job Class Title	Step	01-JUL-08	01-JUL-09	01-JUL-10	01-JUL-11
Firefighter Paramedic	1	\$ 7,659.55	\$ 7,659.55	\$7,659.55	
	2	\$ 8,070.14	\$ 8,070.14	\$8,070.14	
	3	\$ 8,468.09	\$ 8,468.09	\$8,468.09	
	4	\$ 8,734.36	\$ 8,734.36	\$8,734.36	
	5	\$ 9,009.10	\$ 9,009.10	\$9,009.10	
	6	\$ 9,256.67	\$ 9,256.67	\$9,256.67	
Firefighter	1	\$ 6,395.50	\$ 6,395.50	\$6,395.50	
	2	\$ 6,816.14	\$ 6,816.14	\$6,816.14	
	3	\$ 7,227.55	\$ 7,227.55	\$7,227.55	
	4	\$ 7,625.18	\$ 7,625.18	\$7,625.18	
	5	\$ 7,892.28	\$ 7,892.28	\$7,892.28	
	6	\$ 8,165.55	\$ 8,165.55	\$8,165.55	
	7	\$ 8,415.77	\$ 8,415.77	\$8,415.77	

DRAFT

Approved as to Form and Legality
OFFICE OF THE CITY CLERK
OAKLAND
Oakland City Attorney's Office

2009 JUL -9 PM 5:34

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 55, REPRESENTING EMPLOYEES IN REPRESENTATION UNIT FQ1, COVERING THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2012

WHEREAS, the Memorandum of Understanding to be entered into between the City of Oakland and the International Association of Firefighters, Local 55, has been presented to the City Council for determination pursuant to Section 3505.1 of the Government Code of the State California; and

WHEREAS, the terms and conditions contained in said Memorandum of Understanding are in the best interests of the City, now, therefore; be it

RESOLVED: That said Agreement be, and is, hereby approved; and, be it

FURTHER RESOLVED: That the provisions of said Memorandum of Understanding are effective as of July 1, 2008

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, AND PRESIDENT BRUNNER

NOES -

ABSENT -

ABSTENTION -

ATTEST:

LATONDA SIMMONS
City Clerk and Clerk of the Council of
the City of Oakland, California

**City of Oakland
And
IAFF, Local 55 Negotiations
TENTATIVE AGREEMENT**

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 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 contribute toward the premium cost of coverage in PEMHCA for employees and dependent coverage. Effective January 1, 2010, the City's contribution shall not exceed 100% of the premium cost of the Kaiser Bay Area California PEMHCA health insurance plan available to City employees in each premium category. If a unit member chooses to participate in a more expensive PEMHCA plan than the Kaiser Bay Area California PEMHCA health insurance plan available to City employees, the unit member shall pay the additional cost of the health insurance plan.

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 Procedures.

During the open enrollment period prior to a unit member's retirement, PERS' regulations may require the unit member to elect health insurance coverage under Section 3.1.3 of the MOU.

The City shall continue to contribute to retiree medical coverage for each retiree in compliance with Government Code Section 22892. The amount of the City's contribution for retiree medical care shall be increased yearly by either the difference between the current contribution for medical coverage for active members and the City's contribution for retiree medical coverage for the preceding year, or \$100, whichever sum is less.

~~During the open enrollment period prior to a unit member's retirement, PERS regulations may require the unit member to elect health insurance coverage under Section 3.1.3.~~

~~Notwithstanding the provisions of Article 3.1.3 above, the City shall continue to contribute to retiree medical coverage for each retiree that amount pursuant to Government Code Section 22892, subd (e). For purposes of the increases required by subdivision (e), the "current monthly employee contributions" shall be the premium cost for the second highest PEMCHA health insurance plan available to retirees within the State of the California.~~

~~3.1.5.1 If there is any legal impediment to the implementation of the provisions of 3.1.3 or 3.1.5 or PERS determine that it will not implement these provisions, then the parties will promptly meet and confer over language providing annuitants with retiree medical premium contributions of equal value to the monthly amount required under government Code Section 22892, subd (e), for the second highest PEMCHA premium. The parties expressly acknowledge that such meet and confer will involve Local 55 providing cost savings from salary and/or benefits to the City during the term of this Agreement that are the amount equal to the cost savings achieved by lowering the health insurance for active employees from the second highest plan to the Kaiser Bay Area California plan effective July 1, 2000. The parties further agree that they will initiate meet and confer no later than five (5) calendar days after notification from PERS that it will not implement the provisions of 3.1.3 or 3.1.5.~~

3.2 Dental Insurance.

3.2.1 Effective July 1, 2008, for each represented employee, the City shall contribute \$169.71 per month to the dental plan established by the Oakland Firefighters' Health and Welfare Trust.

3.2.2 Effective July 1, 2009, for each represented employee, the City shall contribute an amount equal to the actual cost per month to the dental plan established by the Oakland Firefighters' Health and Welfare Trust ("OFHWT"). The OFHWT shall be required to provide written verification from the carrier of the cost per month annually.

3.3 Life Insurance.

Effective July 1, 2008, the City agrees to contribute the amount of \$8.20 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.

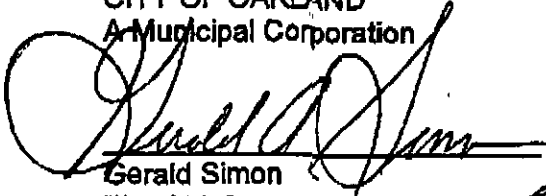
3.5 Dependent Care Assistance Program.

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.

CITY OF OAKLAND
A Municipal Corporation

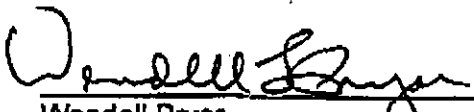


Gerald Simon
Fire Chief

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 55



Charles Garcia
President



Wendell Pryor
Director of Personnel



Christopher E. Platten
Wylie, McBride, Platten & Renner

M. Carol Stevens

M. Carol Stevens

Dan Robertson

Dan Robertson

James D. Edwards

James Edwards
Deputy Fire Chief

Jim Whitty

Jim Whitty

James Williams

James Williams
Deputy Fire Chief

Bruce Nielsen

Bruce Nielsen

Vicki Laden

Vicki Laden
Deputy City Attorney

Emon Usher

Emon Usher

Brad Pieraldi

Brad Pieraldi

2009 NOV 24 PM 3:49

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 55, REPRESENTING EMPLOYEES IN REPRESENTATION UNIT FQ1, COVERING THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2012 TO REVISE THE LANGUAGE OF ARTICLE 3: HEALTH INSURANCE PREMIUMS

WHEREAS, the Memorandum of Understanding to be amended between the City of Oakland and the International Association of Firefighters, Local 55, was presented to the City Council for determination pursuant to Section 3505.1 of the Government Code of the State California on July 28, 2009; and

WHEREAS, the amended Article 3: Insurance Programs, was presented to the City Council for determination pursuant to Section 3505.1 of the Government Code of the State California; and

WHEREAS, the terms and conditions contained in amended Article 3: Insurance Programs of said Memorandum of Understanding are in the best interests of the City, now, therefore; be it

RESOLVED: That Article 3: Insurance Programs of said Agreement be, and is, hereby amended; and, be it

FURTHER RESOLVED: That this amendment of Article 3: Insurance Programs of said Memorandum of Understanding shall be effective as of December 8, 2009.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, AND
PRESIDENT BRUNNER

NOES -

ABSENT -

ABSTENTION -

ATTEST:

LATONDA SIMMONS
City Clerk and Clerk of the Council of
the City of Oakland, California