

ARTICLE 27.

MISCELLANEOUS

Section 1.

Should a Fire Fighter be ordered to another station after reporting to her/his assigned or temporary assigned duty station, mileage will be paid to the next station after reporting to her/his assigned or temporary assigned duty station. Mileage will be paid to the next station at the existing City rate per mile, or a minimum of \$2.00, whichever is greater. In order to be reimbursed for mileage expenses, a Fire Fighter so affected must turn in to the Chief each quarter on October 1, January 1, April 1, and July 1, of each calendar year expense vouchers requesting reimbursement for mileage expenses during the preceding quarter, unless the Chief provides a policy for an alternate submission procedure. Failure of an employee to timely file her/his voucher request shall result in the employee's waiver and relinquishment of any entitlement to said reimbursement of mileage expense.

Section 2.

Suspensions. Employees suspended up to a maximum of six (6) working days may, at the employee's discretion, forfeit either accumulated vacation time or holiday leave equal to the suspension. The employee shall have ten (10) calendar days from her/his receipt of notice of the suspension to decide whether or not s/he wishes to forfeit accumulated leave or exercise her/his appeal rights pursuant to Local Government Code Chapter 143. The provisions of this Article shall apply solely to suspensions which are agreed to by the employee, and no appeal to the Commission or to arbitration may be instituted on suspensions where the employee has forfeited accumulated vacation or holiday leave.

Section 3.

Except when workload dictates or in the case of regular alarms or Departmental announcements, all stations shall be on selective call for twenty-four (24) hours per day.

Section 4.

The City shall make a copy of this Agreement available at each station and a copy provided to each Fire Fighter.

Section 5.

The Chief shall have the authority at any time to require a Fire Fighter to submit to psychological evaluation or treatment and/or medical evaluation, at the City's expense, to be performed by a qualified psychologist, psychiatrist, counselor, therapist, or medical doctor chosen by the City. It is understood and agreed that should an employee refuse to submit to a psychological and or medical examination, or refuse to provide the results of such examination, such refusal shall constitute a refusal to obey a command, for which discipline may be imposed. To the extent

allowed by law, the City will indemnify the Union from liability in connection with any disciplinary matters arising under this section.

Section 6.

Effective with the execution of this Agreement, the Chief shall have the right to assign (which assignment shall not be unreasonably withheld), a Fire Fighter to light duty not to exceed one (1) calendar year from the date of the assignment based on the recommendation of a qualified physician. The Chief, in her/his sole discretion, may extend the duration of an employee's light-duty assignment.

Section 7.

After an employee has two (2) uses of emergency leave in a calendar year, for each subsequent use of emergency leave, the Fire Chief shall have the right to deny eligibility for the next voluntary overtime opportunity which would otherwise have been made available to the employee.

Section 8.

In the event of a Fire Fighter death which occurred in the line of duty, the City shall pay \$5,000 over and above the City's life insurance/accidental insurance benefit to the beneficiary to assist with funeral and/or related costs. The City shall issue payment directly to the beneficiary listed on the employee's life insurance within ten (10) working days of receipt of the proper request for said payment.

Section 9.

Employees separating from the Department shall have their pay for accrued vacation leave calculated at base pay plus longevity.

Section 10. Family Leave Provision

All Fire Fighters are eligible to receive up to 160 continuous working hours of Family Leave at 100% of their compensation after the birth or initial placement of a child in connection with adoption or fostering. The leave must be used within the 12 calendar months following the birth or placement of a child.

A. Eligibility:

1. Fire Fighter(s) must be listed on the birth certificate or adoption/foster paperwork as the parent or foster parent.
2. In adoption or foster cases, child must be aged 17 or younger at time of initial placement.
3. Birth or initial placement of a child must take place while the Fire Fighter is a sworn

Fire Fighter employed with the City.

4. Fire Fighter requesting Family Leave must apply for FMLA as outlined in AD 4.20, Family and Medical Leave Act.
5. In some cases, a Fire Fighter may be eligible to utilize 120 hours of Family Leave followed by sick leave pool hours. Family Leave will be considered continuous if the 40 hours of entitlement is taken immediately following the sick leave pool hours and if all Family Leave is taken within 12 months of the birth or initial placement.

B. Amount, Time Frame and Duration

1. A maximum of 160 continuous working hours of leave may be taken once within a rolling 12-month calendar year after the birth of a child or initial placement of a child.
2. A Fire Fighter may elect to use Family Leave prior to, subsequent to or in lieu of any accrued leave.
3. Paid holidays taking place while a Fire Fighter is out on Family Leave do not extend the period; however, the employee will continue to accrue Vacation and Sick Leaves.
4. Family Leave runs concurrently with any FMLA leave entitlement available to the Fire Fighter.
 - a. Requests, which include the dates that the Fire Fighter wishes to use Family Leave, must be received by the SAFD Payroll Manager at least 30 days prior to the date the Fire Fighter expects the birth or new placement of a child (or as soon as possible if the event was not foreseeable).
 - b. The City's Human Resources Director, or designee, whose decision is final, has the right to interpret and deny (or terminate) all Family Leave requests. Leave requests shall not be unreasonably denied.

Date: _____

For the City

For the Association