

JULY 1, 2021 – JUNE 30, 2024

LOMA LINDA FIRE MANAGEMENT UNIT



FIRE MANAGEMENT EMPLOYEES AGREEMENT

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AGREEMENT BETWEEN
THE CITY OF LOMA LINDA
AND
LOMA LINDA FIRE MANAGEMENT EMPLOYEES

ARTICLE 1. PREAMBLE

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Loma Linda Fire Management Employees, hereinafter referred to as "Fire Management", and the City of Loma Linda hereinafter referred to as "City," pursuant to California Government Code sections 3500 et seq. The parties recognize that the City’s Personnel Rules and Regulations are applicable to Fire Management. The parties also recognize that the City maintains a City of Loma Linda Fire Department Operation Manual which applies to Fire Department personnel. The reference to certain portions of the Personnel Rules and Regulations, the Fire Department Operation Manual, and other existing policies and procedures is for convenience only. Other existing terms and conditions of employment not referenced herein are applicable.

ARTICLE 2. FIREFIGHTER PROCEDURAL BILL OF RIGHTS ACT

A. Procedure for Minor Discipline

1. Notice of Discipline. Minor discipline shall be implemented in the form of a Notice of Discipline, such as a written reprimand or notice of suspension, and shall set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter violated.
2. Written Response. A firefighter may prepare a written response to the Notice of Discipline, which will accompany the Notice of Discipline in the employee’s personnel file. A firefighter shall have thirty (30) calendar days within which to submit the written response to the Office of the Fire Chief.
3. Informal Administrative Appeal. In addition to the right to submit a written response to a Notice of Discipline, a firefighter is entitled to an informal administrative appeal.
4. Minor Discipline Appeal Procedures. A firefighter who receives a Notice of Discipline under this section may appeal to the Fire Chief. Any such request to appeal must be in writing and received in the Office of the Fire Chief within ten (10) calendar days from the date the Notice of Discipline is served on the firefighter. Thereafter, an informal hearing shall be scheduled before the Fire Chief. In the informal hearing, the Fire Chief shall regulate the course of the proceeding, and shall permit the parties and may permit others to offer written or oral comments on the issues. The Fire Chief may limit the formality of the proceeding or formal use of witnesses, testimony, and evidence.
5. The decision of the Fire Chief shall be in writing and shall be final.

B. Procedure for Major Discipline

1. Notice of Intent to Discipline. Major discipline shall be initiated in the form of a Notice of Intent to Discipline (such as a Notice of Intent to Terminate). The Notice of Intent to Discipline shall include the following:
 - a. The proposed disciplinary action to be taken.
 - b. The proposed effective date of such action.
 - c. A statement of charges against the firefighter, which set forth the acts or omissions that provide the basis for the intended discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter is alleged to have violated.
 - d. The materials upon which the intended action is based in accordance with the requirements set forth in *Skelly v. State Personnel Board*.
 - e. Notice that he or she has the right to respond to the proposed action in writing or verbally at a specified place and time in an informal meeting (i.e., a “Skelly” meeting), which shall be within 10 calendar days of the date that the Notice of Intent to Discipline is served on the firefighter.
2. Right to Respond. Upon receipt of a Notice of Intent to Discipline, the firefighter shall have the right to respond to the Fire Chief or designee in writing or verbally in an informal meeting (i.e., a “Skelly” meeting) prior to the imposition of discipline.
3. Notice of Disciplinary Action. After the receipt of a firefighter’s written or verbal response to the Notice of Intent to Discipline, or after the time to respond has passed, the Fire Chief or designee shall notify the firefighter in writing of the final decision regarding the intended discipline. If the Fire Chief or designee determines to proceed with a form of major discipline, a Notice of Disciplinary Action (such as a Notice of Termination) shall be provided to the firefighter as follows:
 - a. The Notice of Disciplinary Action shall be issued within 30 days of the final decision. The discipline that is imposed shall not be effective sooner than 48 hours after the Notice of Disciplinary Action is provided.
 - b. The Notice of Disciplinary Action shall contain:
 - i. The effective date of such action.
 - ii. A statement of charges against the firefighter, which set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter violated.
 - iii. The materials upon which the action is based.

- iv. Notice that he or she has the right to request an appeal by filing with the Office of the City Manager a Notice of Defense pursuant to Government Code section 11506 within fifteen (15) calendar days of service of the Notice of Disciplinary Action and that failure to do so will constitute a waiver of the firefighter's right to an appeal. The Notice of Disciplinary Action issued shall serve as the Accusation as described in Government Code §11503.
- v. A statement substantially in the following form:

“Unless a written request for a hearing signed by you or on your behalf is delivered or mailed to the Office of the City Manager within fifteen (15) days after the Notice of Disciplinary Action was personally served on you or mailed to you, the Department may proceed with the action without a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled Notice of Defense, or delivering or mailing a notice of defense as provided by Government Code section 11506, to the Office of the City Manager. You may, but need not, be represented by counsel at any or all stages of these proceedings.

If you desire the names and addresses of witnesses or an opportunity to inspect and copy the items mentioned in Government Code section 11507.6 in the possession, custody, or control of the Department, you may contact the Fire Chief.

If you request a hearing, the hearing may be postponed for good cause. If you have good cause, you are obliged to notify the Department or, if an administrative law judge has been assigned to the hearing, the Office of Administrative Hearings, within ten (10) business days after you discover the good cause. Failure to give notice within ten (10) business days will deprive you of a postponement.”

4. Major Discipline Appeal Procedures. The appeal of major discipline shall be in accordance with the procedures set forth herein and Government Code section 11500 et seq. (the “Administrative Procedure Act”). (Government Code § 3254.5.) Any request to appeal (i.e., a Notice of Defense) must be received in the Office of the City Manager within fifteen (15) calendar days of the date that the Notice of Disciplinary Action is served on the firefighter.
5. Pursuant to Government Code section 11512, the hearing shall be presided over by an Administrative Law Judge (“ALJ”) from the Office of Administrative Hearings. The City Manager shall determine whether the ALJ shall hear the case alone or whether the City Manager or his/her designee is to hear the case with the ALJ. (Government Code §§ 11512, 11517.) The parties may stipulate to the use of a hearing officer rather than an ALJ from the Office of Administrative Hearings.
6. The City shall provide a Notice of Hearing to the firefighter at least ten (10) calendar days prior to the hearing, and in accordance with Government Code section 11509.
7. Within thirty (30) days after the case is submitted, the Administrative Law Judge shall prepare a proposed advisory written decision to the City Manager for consideration.

(Government Code § 11517(c) (1).) Within 100 days of receipt by the City Manager of the Administrative Law Judge's proposed decision, the City Manager may take any of the following actions pursuant to Government Code section 11517(c)(2):

- a. Adopt the proposed decision in its entirety.
 - b. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
 - c. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Manager under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
 - d. Reject the proposed decision and refer the case to the same Administrative Law Judge if reasonably available, otherwise to another Administrative Law Judge, to take additional evidence. If the case is referred to an Administrative Law Judge pursuant to this subparagraph, he or she shall prepare a revised proposed decision, based upon the additional evidence and the transcript and other papers that are part of the record of the prior hearing. A copy of the revised proposed decision shall be furnished to each party and his or her attorney as prescribed in this subdivision.
 - e. Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties, the agency may decide the case upon the record without including the transcript.
8. The City Manager's decision will be reduced to writing, served on the parties, and shall be final and binding. The decision is subject to judicial review pursuant to Code of Civil Procedure section 1094.5.

Prior to any interview of an employee involving disciplinary proceedings, or at any point during an interview where disciplinary action becomes a probability, the City shall advise the employee of his/her right to representation.

ARTICLE 3. COMPENSATION

- Effective July 4, 2021 or the first pay period after ratification and adoption of this agreement by the City Council, whichever date is later – 4% across the board salary increase.
- Effective July 1, 2022 – 4 % across the board salary increase.
- Effective July 1, 2023 – 3.5% across the board salary increase.

Effective July 4, 2021, or the first pay period after ratification and adoption of this agreement by the City Council, whichever date is later, members otherwise eligible to advance in the salary step progression to Step 7 or 8 shall be permitted to advance from Step 6 to Step 7, or from Step 7 to Step 8, on their next anniversary date after spending at least one year at the preceding lower step.

Thereafter, Advancement from Step 6 to Step 7 and Step 7 to Step 8 shall be one year.

ARTICLE 4. SUPPLEMENTAL PAY

A. Special Certification Pay. Each bargaining unit member shall receive the following monthly amounts if he/she possesses the requisite certificates:

Effective July 4, 2021, or the first pay period after ratification and adoption of this agreement by the City Council, whichever date is later:

CHIEF OFFICERS		FIRE MARSHAL	
Chief Officer	3.5%	CSFM - Fire Inspector	3.5%
Executive Fire Officer	4.0%	CSFM - Plan Examiner	4.0%
Advanced Leadership	4.5%	CSFM - Fire Marshal or Advanced Leadership	4.5%

Effective July 1, 2022

CHIEF OFFICERS		FIRE MARSHAL	
Chief Officer	4.0%	CSFM - Fire Inspector	4.0%
Executive Fire Officer	4.5%	CSFM - Plan Examiner	4.5%
Advanced Leadership	5.0%	CSFM - Fire Marshal or Advanced Leadership	5.0%

Effective July 1, 2023

CHIEF OFFICERS		FIRE MARSHAL	
Chief Officer	4.5%	CSFM - Fire Inspector	4.5%
Executive Fire Officer	5.0%	CSFM - Plan Examiner	5.0%
Advanced Leadership	5.5%	CSFM - Fire Marshal or Advanced Leadership	5.5%

- The above certification pay is non-cumulative.
- An employee must achieve lower certification prior to receiving compensation for a higher certification.
- **Approved Advanced Leadership Certification:**
 - Harvard University Senior Executive
 - International Public Safety Leadership and Ethics Institute (California Public Safety Leadership and Ethics Program)
 - LAFD / LAPD Leadership Academy
 - National Fire Academy / FEMA / USFA: Executive Fire Officer
 - Additional leadership programs will be considered if equivalent

B. Compensatory Time. Safety management employees assigned to a non-exempt position may elect to accrue compensatory time at a premium rate, i.e.; time and one-half the employee's regular rate of pay with the following parameters. Exempt employees may elect to accrue compensatory time at straight-time at their base hourly rate

1. Maximum accumulation of 72 hours permitted in employee's account.
2. Use of compensatory time limited to a time when no back-fill of the position is required.

C. Administrative Leave

Fire Management shall accrue Administrative Leave as follows:

Fire Marshal II	70 hrs/fiscal year
Fire Division Chief	70 hrs/fiscal year
Fire Chief	80 hrs/fiscal year

D. Emergency On-Call/Call Back. Safety management employees working on a shift (56 hour) or forty (40) hour week basis, may be required to be on emergency on-call during off-duty hours. On-call duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached; and (2) be able to respond to duty within an hour. While assigned to on- call duty, an employee shall be free to use the time for his or her own purposes.

Assignment of on-call duty and approval of compensation shall be made by the Fire Chief based upon the needs of the department. On-call duty shall be compensated at the rate of one hundred eighty-five dollars (\$185.00) per week. Said compensation is exclusive of any other compensation and shall not count as hours worked.

E. Extra Duty Pay. Fire Management employees shall be compensated at time and one-half for all time worked by the Fire Chief, Division Chief, Battalion Chief and/or Fire Marshal on any assignment, activity, or extra duty which is 100% cost recoverable of wages. Fire Management employees shall be paid at the employee's premium rate and payable to the employee on his/her next regularly scheduled pay period. Back-fill shifts for personnel filling in for staff assigned shall also be compensated at time and one-half at their premium rate.

F. Staff Premium. To compensate non-exempt safety management employees assigned to the 40-hour work schedule vs. the 56-hour work schedule, such employee shall receive a staff premium equal to 7.5% of base hourly rate. (This is to compensate for the loss of CalPERS reportable holiday pay (5%) and FLSA overtime pay (2.5%)). The Staff Premium is CalPERS reportable under the classification of Special Assignment Pay.

G. Overtime. The Fire Marshal I may be required to perform in excess of 40-hours in a 7-day cycle shall receive compensation at the rate at hour-for-hour basis of his/her regular rate of pay.

ARTICLE 5. HOURS OF WORK

A. Work Schedule. Fire Management shall work a schedule as agreed upon by the Fire Chief and City Manager.

For purposes of paid leave, other time off or shift coverage, each 48 hour on-duty period will be considered two consecutive 24-hour shifts, which may be taken off or covered individually.

B. 48/96 Christmas Holiday Schedule Language – in the event that the 48/96 schedule requires a shift (affected shift) to work on both December 24 and December 25, the affected shift will switch scheduled workdays with the preceding shift (relief shift) as follows:.

The entire affected shift will work on December 22 and 25; the entire relief shift will work December 23 and 24.

These changes will be considered regular work days for the shifts.

Example:

22	23	24	25	26	27
A	A	B	B	C	C

Changes to:

22	23	24	25	26	27
B	A	A	B	C	C

C. Shift Trades. Shift trades shall be in accordance with the Department shift trade policy.

D. 4/10 work schedule. Fire Management assigned to the 40-hour work schedule work four (4) ten (10) hour days, typically Monday – Thursday, 7 a.m. – 5:30 p.m.

ARTICLE 6. UNIFORM ALLOWANCE

A. Newly Hired or Promoted Employees. At time of appointment, the City shall provide employees with the following uniform items:

- 3 – Nomex Uniform Shirt and Pants Set – black
- 2 – 5-11 Polo Shirts – black
- 1 – 5-11 Jacket - black
- 5 – T-shirts – black
- 1 – Long Sleeve T-shirt – black
- 1 – Baseball Style Hat – black
- 1 – Workout Shorts – black
- 1 – Pullover Work Shirt – black
- 1 – Uniform Belt and Buckle

- 1 – Safety Boots
- 1 – Name Plate

*The Fire Marshal uniform shall continue to be blue with silver accessories. The Fire Marshal uniform color may change to black if agreed upon by the Fire Chief and City Manager

- B. Yearly Amount. Fire Management shall receive a total of \$1,000 per year as a uniform allowance. Said allowance shall be in one lump sum prior to the month of August each fiscal year. The uniform allowance will be reported to CalPERS in accordance with CalPERS procedures. Pursuant to IRS regulations, the uniform allowance will be reported as a taxable fringe benefit and subject to standard taxation.
- C. Supply and Maintenance of Uniforms. Fire Management agree to supply and maintain all of their own uniforms and uniform accessories with the exception of their badges, which will continue to be supplied by and remain property of the City. The Fire Management agree to purchase and maintain uniforms in accordance with Fire Department Operational Manual Section 100: Uniform Policy to maintain professional appearance and uniformity. The Association shall maintain an on-hand supply and purchasing system of frequently needed uniform items as listed below:
 - 1. T-shirts with approved Fire Department logo (both short and long sleeved)
 - 2. Workout shorts with approved FD logo
 - 3. Baseball style hat with approved FD logo
 - 4. Sweatpants with approved FD logo

Other incidental items may be ordered by the Association for members Fire Management to purchase on an as-needed basis, but will not be kept in stock, such as:

- a. Approved job shirt with approved FD logo
- b. FD approved belt buckles

D. Uniform Replacement

- 1. The uniform allowance set forth above is intended to compensate employees for the maintenance and replacement of uniforms.
 - 2. The City agrees to purchasing new uniforms for bargaining group members when a change to the approved uniform occurs or an article of clothing is damaged in the course of work.
- E. Duty Boot Allowance. The City provides one pair of station work safety boots for all employees at time of hire or promotion. The City also contributes \$150 toward the purchase of approved wildland firefighting boots. Replacement of approved work safety boots and subsequent contributions toward replacement of approved wildland firefighting boots may be granted at the sole discretion of the Fire Chief or his/her designee.

ARTICLE 7. FRINGE BENEFITS

- A. Cafeteria Plan Contribution. The City shall contribute \$1,700.00 monthly for group medical, dental, vision insurance and deferred compensation program. Any additional contribution necessary to maintain group medical, dental, and vision insurance or deferred compensation shall be borne solely by the employee.

The City will increase its contribution to the cafeteria spending in accordance with the percentage increase in cafeteria costs. The City will increase its contribution to the cafeteria plan by 2.5% effective July 4, 2021, or the first pay period after ratification and adoption of this agreement by the City Council, whichever date is later, and will subsequently increase the benefit in relation to direct cost increase of the weighted average % (sum of City employees per plan times percent increase divided by the sum of City employees) rounded up to the nearest one tenth of a percent (0.01%) each January 1 for the remaining term of the agreement.

B. Retirement

1. Retirement Plan. The City shall maintain its contract for a pension plan with the California Public Employees Retirement System (CalPERS), as originally adopted on December 28, 1970, and amended thereafter.

2. "Classic" Member Contract Options.

- a. A classic member is defined as an employee who meets the definition of a "classic" member for purposes of retirement pension benefits in accordance with the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.
- b. Classic members shall be eligible for 3% at 55 Formula for Local Safety Members.
- c. Employees shall pay the full nine percent (9%) member contribution via payroll deduction on a pre-tax basis.
- d. 1959 Survivor. Each employee shall pay the employee share required by CalPERS (currently \$2.00 per month) and the City will pay the employer cost.

3. New Member Contract Options.

- a. A new member is defined as an employee who meets the definition of a "new" member for purposes of retirement pension benefits pursuant to the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.

- b. New members shall be eligible for the 2.7% @ 57 Formula for Local Safety Members.
- c. Employees hired on or after January 1, 2013, shall pay 50% member contribution of the normal cost rate for the benefit formula 2.7% at age 57 via payroll deduction on a pre-tax basis (Government Code Section 7522.30). This amount will be adjusted periodically by CalPERS.
- d. 1959 Survivor. Each employee shall pay the employee share required by CalPERS (currently \$2.00 per month) and the City will pay the employer cost.

C. Educational Incentive Benefits

All Fire Management who have completed their one-year probationary period with the City will be eligible to participate in the Education Incentive Program. Monthly remuneration (flat rate) is as follows:

Associates	Bachelors	Masters
3%	5%	7%

Such compensation shall be annualized and equally divided amongst twenty-six (26) pay periods.

- D. Health Club Membership. The City provides LLU Drayson Center memberships so that on-duty personnel may utilize the Center.
- E. Tuition Reimbursement Program. The City agrees to reimburse members up to five thousand dollars (\$5,000) per fiscal year for employee education, training and development. This reimbursement is for coursework, classes or workshops that are job related or in pursuit of a college degree. The employee must receive prior approval from the Fire Chief, City Manager or designee.
- F. Incident Accommodations. In the interest of the health and safety of LLFM employees assigned for extended periods to emergency incidents, the City authorizes the use of motels/hotels and other comparable facilities for sleeping and freshening up. Members may use their Cal Card or submit for reimbursement from the City upon returning from the incident. Members must submit receipts and proof of time spent on incident. With Fire Chief's approval members are approved for reimbursement for 1-day prior to 1-day after the timeframe of incident assignment. LLFM members shall be reimbursed up to \$200 per night to include room rate, taxes and fees and members must utilize the motel/hotel government rate whenever possible.
- G. Medicare. Employees hired by the City on or after April 1, 1986, shall pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick-up" any such contributions.

H. Medical Insurance

1. The City shall provide group medical insurance under the California Public Employees' Medical and Hospital Care Act (PEMHCA).
2. Retiree Medical Contribution. The City's contribution for retirees is determined by the California Public Employees Retirement System (CalPERS) in accordance with Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.
3. Excess Medical. An employee who selects a health insurance plan which costs less than the City's maximum monthly contribution may have the difference placed in his/her deferred compensation account, purchase products available through the City's Cafeteria plan, or receive a cash out. For example, an employee with two or more dependents is entitled to a maximum monthly contribution of \$1,700.00. If he/she has a health insurance plan which costs \$1,073.49 per month, the employee is entitled to \$626.51 per month in excess medical.
4. Waiver of Medical Insurance. An employee may elect to not be covered by a City group medical insurance plan if he/she provides proof of coverage from another group medical insurance source. The City may require proof of coverage at any time.

An eligible employee may elect to have the City's monthly contribution applied to his/her deferred compensation account, the purchase of products offered through the Cafeteria Plan, and/or receive a cash payout.

5. Taxable Income. Any unused portion of the above-referenced contribution may be deposited into a 457(b) Deferred Compensation Plan account or taken as taxable income. Amounts taken as taxable income shall be subject to applicable federal and state wage withholdings. Insurance contributions and amounts taken as taxable income are not reported to CalPERS as they do not qualify as compensation earnable. The total cash out amount is divided between the first two paychecks each month.
- I. Dental Insurance. The City shall continue to provide a dental program for employees and their eligible dependents under the age of 26.
- Each employee is responsible for choosing one of the plans offered by the City during open enrollment. In the event that no choice is made, the employee will be deemed to have chosen no dental insurance coverage.
- J. Vision Insurance. The City shall continue to provide the current vision program for employees and their eligible dependents under the age of 26. In the event that no choice is made during open enrollment, the employee will be deemed to have chosen no vision insurance coverage.
- K. Life Insurance. The City Provides 100% of Premiums for Employee Term Life And AD&D coverage equal to one times the member's annual salary, up to a maximum of \$150,000.

Pursuant to IRS regulations, the cost to provide the life insurance above \$50,000 is a taxable fringe benefit. Additional voluntary life insurance for the member and qualifying dependents is available at the member's cost.

- L. Long-Term Disability. The City provides 100% of the premiums for long-term disability insurance with the California Association of Professional Firefighters (CAPF). Benefits are for non-work related injury or illness. After the required 30 calendar day waiting period, the City agrees to provide cafeteria plan allowance for an additional 3 months. (This is a total of 4 months of continued cafeteria plan allowance).
- M. Deferred Compensation. Employees are eligible to voluntarily participate in a 457(b) deferred compensation plan as provided for in State and Federal Tax codes. Employees may contribute to the plan in accordance with plan provisions and subject to plan maximums.
- N. Flexible Spending Account. The City will offer Flexible Spending Accounts (FSA) to all unit employees. An FSA allows an employee to make pre-tax deductions for qualifying medical, dental, vision and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service code.

ARTICLE 8. HOLIDAYS

A. Holiday Pay. Full time safety employees working twenty-four (24) hour shifts shall receive twelve (12) hours of pay at their 56-hour hourly pay rate for each scheduled holiday and such pay shall be six (6) hours of their 56-hour hourly pay rate for one-half day holidays. The amount of compensation associated with the nine (9) 12-hour and two (2) 6-hour holidays (one hundred twenty [120] 6 hours) shall be equally divided amongst twenty-six (26) pay periods. The other two (2) holidays shall be available for employee use as Floating Holidays.

B. Annual Holidays

The following days shall be recognized as holidays, and regular full-time employees:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

1. Observance of Holidays. When a holiday falls on a Sunday the next day shall be observed as the holiday. When a holiday falls on a Friday, Saturday or other scheduled day off, it shall be converted to a floating holiday.
2. Exceptions. Christmas Eve and New Year's Eve are paid days off only when they fall on a Monday, Tuesday, Wednesday, or Thursday and do not convert to floaters if they fall on Friday, Saturday or Sunday.
3. The hour value of a holiday shall be equivalent to the scheduled workday.
4. Floating Holiday. In addition to the above, two floating holiday per fiscal year may be earned.
5. In the event that an employee does not take paid time off for floating holidays, the employee shall be paid at their current pay rate for accumulated floating holiday time at the end each fiscal year.

ARTICLE 9. LEAVES

- A. Paid Leave. Paid Leave is time off with pay for vacation, personal business, short term illness or disability due to non-work related injuries, pregnancy or other reasons requiring the employee's absence from work. Paid leave is posted biweekly and is available for use after ninety (90) days of full-time employment.

1. Accrual - Fire Management assigned to the 56-hour work schedule

Years of Continuous Service	Hours Accrued per Month	Maximum Hours Permitted in Employee's Account
1 month – 5 years	16	312
6 – 10	21	432
11	22	456
12	23	480
13	24	504
14	25	528
15 +	26	552

2. Accrual – Fire Management assigned to the 40-hour work schedule

Years of Continuous Service	Hours Accrued per Month	Maximum Hours Permitted in Employee's Account
1 month – 5 years	10.67	208
6 – 10	14	288
11	14.66	304
12	15.33	320
13	16	336

14	16.66	352
15 +	17.33	368

Fire Management continue to accrue hours in excess of the “Maximum Hours Permitted in Employee’s Account” for three (3) month periods at the end of which they will be paid at their base hourly rates (56-hour hourly rate for those assigned to the 56-hour work schedule and 40- hour hourly rate for those assigned to the 40-hour work schedule) for any hours in excess of the Maximum.

3. Paid Leave Usage

- a. Employees may not take paid leave during their first ninety (90) days of service.
- b. Paid leave shall be taken at a time determined by the Fire Chief or his/her designee with due regard for the wishes of the employee and particular regard for needs of the service.
- c. An employee shall request to take paid leave, for other than their personal illness or injury or illness or injury of the employee’s child, parent, spouse, or domestic partner, to their supervisor at least two (2) calendar days prior to the intended start of the leave.
- d. With the exception of employees serving an original probationary period, employees working on a shift basis must take a minimum seventy-two (72) hours in each anniversary period.
- e. An employee's paid leave account will not be affected by municipal holidays that occur while the employee is absent on paid leave.

4. Pay for Unused Paid Leave

Upon termination an employee will be paid at his/her base hourly rate for all unused hours in his/her paid leave bank. Such payment shall not be construed as extending the employee's period of employment.

5. Credit for Prior Service

If a person was employed with another government agency immediately prior to his/her appointment to a City position, full or partial credit may be allowed by the City Manager for that service time in establishing the employee's accrual rate.

C. Sick Leave

1. Accrual - Fire Management assigned to the 56-hour work schedule

Hours Accrued per Month	Maximum Hours Permitted in Employee's Account
10	516

2. Accrual - Fire Management assigned to the 40-hour work schedule

Hours Accrued per Month	Maximum Hours Permitted in Employee's Account
7	344

3. Usage

Sick leave may be used by an employee under the following guidelines:

- a. Medical verification may be required for an employee absence beyond 48 hours of sick leave for those assigned to the 56-hour work schedule and beyond 30 hours of sick leave for those assigned to the 40-hour work schedule.
- b. In any given calendar year, an employee may use up to the amount of sick leave accrued in a six-month period to attend to an illness of a child, parent, spouse, or domestic partner of the employee.
- c. If leave abuse is suspected, then the City reserves the right to request medical verification for any absence. Pay for Unused Sick Leave

4. Pay for Unused Sick Leave

- i. For those assigned to the 56-hour work schedule - an employee who has in excess of 516 hours of unused sick leave may be paid at his/her base hourly rate for a maximum of 120 hours of unused sick leave in excess of the 516 hours.
- ii. For those assigned to the 40-hour work schedule – an employee who has in excess of 344 hours of unused sick leave may be paid at his/her base hourly rate for a maximum of 84 hours of unused sick leave in excess of the 344 hours.(b) Upon termination, safety employees working a twenty four (24) shift will be paid for one-third (1/3) of unused sick leave up to 516 hours and for no more than 120 hours of any excess over 516 hours. Those working a 40-hour work schedule will be paid for one-third (1/3) of unused sick leave up to 344 hours and for no more than 84 hours of excess over 344 hours. A payment for unused sick leave shall not be construed as extending the employee's period of employment.
- iii. Upon termination, safety employees working a twenty four (24) shift will be paid for one-third (1/3) of unused sick leave up to 516 hours and for no more than 120

hours of any excess over 516 hours. Those working a 40-hour work schedule will be paid for one-third (1/3) of unused sick leave up to 344 hours and for no more than 84 hours of excess over 344 hours. A payment for unused sick leave shall not be construed as extending the employee's period of employment.

5. Sick Leave Transfer. Sick Leave Transfers shall be allowed upon City Manager or his/her designee approval to donate paid leave on a dollar for dollar basis to employees who have been forced to be absent from work due to a qualifying medical condition under FMLA beyond the coverage of their accumulated sick days.

D. Bereavement Leave. Any unit member may be granted a maximum of two (2) twenty-four hours shifts with pay, to be used in the event of a death in their immediate family. For purposes of this section, "immediate family", is defined as the employee's spouse or the employee's or spouse's grandparent, parent, brother, sister, child or other relatives who are members of the employee's household.

E. Family Medical Leave

1. Family Medical Leave shall be granted in accordance with the California Rights Act of 1991 and the Family and Medical Leave Act of 1993, and any modified provisions and interpreted regulations for those respective statutes. For information concerning FMLA or CFRA, contact the Human Resources Department.

2. Employees may use up to half of their annual sick leave accruals per calendar year for sickness within the employee's immediate family in accordance with California Labor Code Section 233 (KinCare leave).

(a) Immediate family for this provision includes spouse, children (biological, foster, adopted, stepchild, or legal ward), or parent (biological, foster, adoptive, stepparent, or legal guardian) for purposes of family sick leave usage as defined in Labor Code Section 233.

(b) If applicable, leave taken pursuant to this provision will be counted concurrently with other family leaves.

(c) Employees must inform their supervisor when requesting the leave that the leave is being taken pursuant to this provision ("KinCare" leave).

(d) This provision may be changed if any changes are made to Labor Code Section 233.

F. Leave of Absence without Pay. The City Manager may grant an employee a leave of absence without pay for a period not to exceed six months. A leave for a period longer than six months may be approved by the City Council, but in no event shall a leave exceed one year, with the exception of military leave. Upon expiration of an approved leave, the employee shall be reinstated in a position in the class held at the time leave was granted. Failure of an employee on leave to report to work at its expiration shall be cause

for discharge. An employee on leave in excess of two weeks shall not be entitled to receive or accrue employee benefits.

G. Blood Donation and Inoculation Leave.

1. With the prior approval of the appointing authority and upon submitting proof of donation, regular or promotional probationary employees donating blood without receiving compensation for such donation may be granted four (4) hours off with pay for each donation. With prior approval, regular or promotional probationary employees may be granted two (2) hours off with pay for annual inoculations.
2. Accumulation. Blood donation and inoculation leave hours shall cumulatively be capped at 40 hours.
3. Blood Donation and Inoculation Pay on Separation. No payment shall be granted to an employee for accrued blood donation or inoculation leaves at the time of separation.

H. Civic Responsibility Leave

1. Jury Duty. Absence from work because of required jury duty will be considered an excused absence with pay. To receive his/her full salary the employee must turn in to the Finance Department the court issued statement of attendance and pay received for jury service excluding reimbursement for travel expenses.
2. Witness Appearance. Absence from work due to an employee being called as a witness in a public office malfeasance suit related to the City will be considered an excused absence with pay.
3. Voting
 - (a) Polls are open from 7:00 a.m. to 8:00 p.m. each election day. If an employee is scheduled to be at work during that time and they do not have sufficient time outside of working hours to vote at a statewide election, California law allows such employee to take up to two hours off to vote, without losing any pay.
 - (b) Employees may take as much time as they need to vote, but only two hours of that time will be paid.
 - (c) Employees time off for voting can be only at the beginning or end of your regular work shift, whichever allows the most free time for voting and the least time off from your regular working shift, unless you make another arrangement with your employer.
 - (d) If three working days before the election the employee thinks they will need time off to vote, they must notify their employer at least two working days prior to the election.

- (e) This provision may be changed if any changes are made to California Elections Code Section 14001.
- 4. Salary during Temporary Military Leave. Payment of employees on temporary military leave is governed by Section 395.1 of the Military and Veterans Code of the State of California. The time when leave is taken shall be subject to the department head's discretion subject to applicable military regulations.
- I. Leave for Work Related Injury. Unit members shall receive industrial accident leave according to the provisions of Section 4850 of the California Labor Code.
- J. Mandatory Medical Leave. The Fire Chief or his/her designee may require an employee to submit to a medical examination when in his/her opinion the employee is incapacitated for work due to illness or injury. The physician shall be designated by the appointing authority or the employee may request a physician of his/her own choice. If the physician's report indicates that the employee is unfit for duty, the employee shall take a leave of absence, if so directed by the appointing authority, until such physical condition is corrected and verified by a physician approved by the City. Such verification and related expense by the employee's own physician shall be the employee's responsibility. Any verification and related expense by the City's physician shall be the City's responsibility.

COMPENSATION PLAN
FIRE MANAGEMENT EMPLOYEES

JULY 1, 2021

<u>Position Title</u>	<u>Pay Grade</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Fire Marshal I	FIRE 8	\$90,343.4900	\$118,256.6600
Fire Battalion Chief	FIRE 12	\$109,813.0600	\$143,741.7200
Fire Marshal II	FIRE 12	\$109,813.0600	\$143,741.7200
Fire Division Chief	FIRE 14	\$121,068.9000	\$158,475.2400
Fire Chief	33	\$158,633.9300	\$212,711.1900

JULY 1, 2022

<u>Position Title</u>	<u>Pay Grade</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Fire Marshal I	FIRE 8	\$93,957.2200	\$122,986.9200
Fire Battalion Chief	FIRE 12	\$114,205.5800	\$149,491.3600
Fire Marshal II	FIRE 12	\$114,205.5800	\$149,491.3600
Fire Division Chief	FIRE 14	\$125,911.6500	\$164,814.2200
Fire Chief	33	\$164,979.2300	\$221,219.5400

JULY 1, 2023

<u>Position Title</u>	<u>Pay Grade</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Fire Marshal I	FIRE 8	\$97,245.7400	\$127,291.5000
Fire Battalion Chief	FIRE 12	\$118,202.8100	\$154,723.6200
Fire Marshal II	FIRE 12	\$118,202.8100	\$154,723.6200
Fire Division Chief	FIRE 14	\$130,318.6000	\$170,582.7900
Fire Chief	33	\$170,753.5400	\$228,962.2900