



**CORONA  
FIREFIGHTERS  
ASSOCIATION  
IAFF LOCAL # 3757  
Memorandum  
Of  
Understanding  
2022-2024**

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**CHAPTER 1 – INTRODUCTION**

**ARTICLE 1 – PREAMBLE AND RECOGNITION**

The City of Corona, California, (hereinafter referred to as City), and the Corona Firefighters Association IAFF Local 3757, (hereinafter referred to as the Association) a recognized Association that represents employees (who within this MOU shall be referred to as “Employees” or “Members”) in the classifications listed below have met and conferred in good faith regarding those matters provided for in Section 3500 et seq. of the California Government Code.

The City recognizes the Corona Firefighters Association IAFF Local 3757 as the exclusive representative of the following classifications. For positions in a position series, they are grouped according to their position series:

<u>Firefighter Position Series</u> Firefighter Trainee Firefighter 40-Hour Firefighter	<u>Fire Engineer Position Series</u> Fire Engineer 40-Hour Engineer	<u>Fire Captain Position Series</u> Fire Captain 40-Hour Captain
<u>Firefighter/Paramedic Position Series</u> Firefighter/Paramedic Trainee Firefighter/Paramedic 40-Hour Firefighter/Paramedic		
Battalion Chief 40-Hour Battalion Chief	Fire Inspector I & II	Deputy Fire Marshal
Deputy Fire Chief		Fire Marshal

**ARTICLE 2 – TERM OF THE MEMORANDUM OF UNDERSTANDING**

The City and the Association agree that the term of this Memorandum of Understanding (“MOU”) shall be from January 1, 2022 to December 31, 2024. In the event agreement is not made for a new MOU prior to, June 30, 2024, the provisions of this MOU shall remain in force until the successor MOU is approved.

**CHAPTER 2 – COMPENSATION**

**ARTICLE 3 – COMPENSATION**

Effective the beginning of the pay period following January 1, 2022, the City agrees to increase the base rate of pay for each member of the bargaining unit by five and forty-nine one-hundredths percent (5.49%).

Effective the beginning of the pay period following January 1, 2023, the City agrees to increase the base rate of pay for each member of the bargaining unit by five and forty-nine one-hundredths percent (5.49%).

Effective the beginning of the pay period following January 1, 2024, the City agrees to increase the base rate of pay for each member of the bargaining unit by five and forty-nine one-hundredths percent (5.49%).

Each classification shall be assigned a salary range. An employee may advance annually within the salary range. An employee whose overall performance rating is “Satisfactory” or better shall be advanced a minimum of 5% up to the top of the classification’s range. An employee who does not receive an evaluation within thirty (30) days of their anniversary date (i.e., the date the evaluation is due) will receive their merit increase effective the pay period including the employee’s anniversary date regardless of the evaluation rating on an evaluation received after that date. If the evaluation is provided within thirty (30) days of the employee’s anniversary date, if it is “Satisfactory” or better the merit increase will be effective the pay period including the employee’s

anniversary date. If the overall performance evaluation rating is less than "Satisfactory", the employee will not receive a merit increase.

For any employee who is promoted within the bargaining unit on or after January 1, 2022, to a classification with a higher top of salary range, upon promotion, their anniversary date shall change to the effective date of the promotion.

**Section 3.1 – Compaction**

The parties agree to ensure a difference between the top step salary of certain classifications in the bargaining unit to promote succession planning and to encourage employees to seek promotions within the Fire Department.

The parties agree that the top of the base salary range of the classification of Fire Engineer shall be at least twelve and one half percent (12.5%) higher than the top of the base salary range of the classification of Firefighter.

The parties agree that the top of the base salary range of the classification of Fire Captain shall be at least twenty percent (20%) higher than the top of the base salary range of the classification of Fire Engineer.

The salary range for the classification of Firefighter/Paramedic shall be the same as the salary range for the classification of Fire Engineer.

The parties agree that the top of the base salary range of the classification of Deputy Fire Marshal shall be at least five percent (5%) higher than the top of the base salary range of the highest paid non-supervisory employee whom they supervise.

In evaluating compaction, only the top step of the base salary range will be evaluated, no additional forms of compensation will be considered.

If at any time in the future, the City provides a salary increase to any of the classifications described above that results in any of the top step salary relationships being less than the parties have agreed to maintain, the parties agree that the City will provide a salary increase to the related classification to ensure the above relationships are maintained.

**Section 3.2 – Compensation Survey**

Prior to the start of each labor negotiations for a successor MOU, the City will conduct a total compensation survey to evaluate how Firefighter/Paramedics are paid in the marketplace. The marketplace are the agencies the City will survey. Those agencies are the cities of Arcadia, Brea, Colton, Ontario, Palm Springs, Rancho Cucamonga, Redlands, Rialto, Riverside, and Upland.

The total compensation survey is not binding on the City or the Association. Rather, it will be conducted to provide the parties with information related to how the surveyed agencies compensate the Firefighter/Paramedics. The parties acknowledge that marketplace compensation is a relevant factor in determining appropriate compensation for employees in the unit. However, compensation surveys have limited value as the elements of compensation and survey agencies chosen by the parties are not an exact science as to the best comparators. Rather, they are the parties' agreement on comparison agencies and elements of compensation. Both parties are free to make proposals in their labor negotiations that are not tied to the results of the compensation survey.

The following are the elements of compensation that will be included in the total compensation survey:

1. Salary - Top Step or Top of Range Base Salary.

2. Medicare - The City's payment of the employee's portion of Medicare.
3. Retirement - A reduction from total compensation for the percentage of base salary that employees pay for their retirement. For example, if an employee pays the eight percent (8%) member contribution and 1.5% for cost sharing, the reduction will be 9.5% of base salary.
4. Retirement - Any agency-paid member contributions toward Retirement; and separately, if the agency-paid member contributions is reported to CalPERS as "Special Compensation".
5. Retirement - Any other employer contributions to retirement plans, such as PARS or a 401k.
6. Benefits - The City's contribution to Medical, Dental and Vision Insurance at the family (or employee +2) level.
7. Benefits - The City's cost of life insurance provided to employees in the classification.
8. Deferred Compensation - Deferred Compensation provided to all members of a classification with or without the requirement for an employee to provide a matching or minimum contribution.
9. Longevity Pay - The highest amount available for employees with 10 years of service.
10. Paramedic Pay- Either part of base pay for the classification of Firefighter/Paramedic, or separate Paramedic Pay for agencies that have the pay as a separate pay.
11. Educational Incentive Pay - The pay the City provides for having a Bachelor of Arts or Sciences degree.
12. Uniform Pay - The additional pay provided for, or the cash value of, uniforms provided.
13. Certification Pays - (a) EMS or EMT pay provided to any ranks; (b) Firefighter II Certification for Firefighter and Fire Engineer ranks (c) Fire Officer Certification for Firefighter and Fire Engineer ranks; (d) Company Officer Certification for Fire Captain rank; and (e) Chief Officer for Fire Captain and Fire Battalion Chief ranks.
14. Bilingual Pay - The highest amount paid for bilingual pay.

## **ARTICLE 4 – ADDITIONAL COMPENSATION**

### **Section 4.1 – Acting Pay**

#### **4.1.1 – Acting Fire Engineer**

A Firefighter or a Firefighter/Paramedic assigned to an Acting Fire Engineer position shall be paid an additional five percent (5%) for hours worked as an Acting Fire Engineer.

#### **4.1.2 – Acting Fire Captain**

Any employee assigned to an Acting Fire Captain position shall be paid an additional five percent (5%) for hours worked as an Acting Fire Captain.

#### **4.1.3 – Acting Battalion Chief**

A Fire Captain assigned to an Acting Battalion Chief position shall be paid an additional seventeen and one half percent (17.5%) for hours worked as an Acting Battalion Chief.

**4.1.4 – Acting Fire Marshal**

- A Deputy Fire Marshal assigned to an Acting Fire Marshal position shall be paid an additional five percent (5%) for hours worked as an Acting Fire Marshal.

**4.1.5 – Acting 40-Hour Positions**

- A Firefighter assigned to an Acting 40-Hour Firefighter position shall be paid an additional fifteen percent (15%) for hours worked as an Acting 40-Hour Firefighter
- A Firefighter/Paramedic assigned to an Acting 40-Hour Firefighter/Paramedic position shall be paid an additional fifteen percent (15%) for hours worked as an Acting 40-Hour Firefighter/Paramedic,
- A Fire Engineer assigned to an Acting 40-Hour Fire Engineer position shall be paid an additional fifteen percent (15%) for hours worked as an Acting 40-Hour Fire Engineer,
- A Fire Captain assigned to an Acting 40-Hour Fire Captain position shall be paid an additional fifteen percent (15%) for hours worked as an Acting 40-Hour Fire Captain.

When an employee is injured on duty and is assigned light duty, they shall not receive the additional fifteen percent (15%) provided for in this section.

The percentages included in this section shall include base pay plus the following applicable additional pays: (Longevity, Bilingual, Haz-Mat, Annual Secondary Medic, Paramedic Coordinator CQI, and the 40-hour assignment pay).

**Section 4.2 – Suppression Personnel Assigned to 40-Hour Positions Related to Illness, Injury or Leave**

When an employee regularly assigned to a 56-hour assignment (i.e., suppression personnel) is assigned to a 40-hour assignment due to a non-industrial injury or illness, or is using Annual Leave while absent from duty related to a nonindustrial injury or illness , that employee shall be paid at the equivalent compensation step that the employee would be at for the 56-hour position that corresponds to the employee’s 40-hour position. The equivalent step is determined by moving the employee’s base rate of pay thirty (30) steps down on the City’s salary schedule. For example, a 40-Hour Fire Captain who is paid at compensation step 543 on the City’s salary schedule shall be paid as a Fire Captain at compensation step 513.

**Section 4.3. – Hazardous Materials Assignment Pay**

Employees who are certified with the state of California as Hazardous Materials Technicians or Specialist and are assigned to the Hazardous Materials Unit shall receive additional compensation as follows:

<u>Per Pay Period</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
\$219.19	\$474.92	\$5,699.00

Employees who are eligible for the pay above, shall begin to receive it for the pay period in which they provide notice to the City of receipt of the certification. Employees certified as Hazardous Materials Technicians or Specialists, but not regularly assigned to the Hazardous Materials Unit, shall receive \$50 per day when assigned to assist on a hazardous materials incident or to work on the Hazardous Materials Unit.

## **Section 4.4 – Standby and Call Back (from Standby) Pay – Fire Prevention**

### **4.4.1 – Standby Pay**

Employees in the Fire Prevention Division (Fire Inspector I, Fire Inspector II, Deputy Fire Marshal, and Fire Marshal) may be placed on standby. Being on standby means that an employee is required to promptly return to work after being called and be fit for duty and able to respond. Employees on standby are not permitted to drink alcohol or use any substance that will affect their ability to return to work. Being on standby does not constitute hours worked since employees are off-duty and permitted to engage in personal pursuits. However, since employees on standby are waiting to be engaged to work, the parties agree that employees are entitled to compensation as provided in this Section.

Employees on standby are required to respond to a phone call or text as quickly as possible, generally within a few minutes. Upon responding, the employee will be instructed as to whether they are required to return to work (it is possible that the issue could be resolved by talking to the employee on the phone or using a computer to resolve the issue) and if so, will be informed of the location to which they must respond. Response time will generally be the employee's normal commute time and any additional minimal time necessary to get ready to return to work.

Employees who call in sick for a day while on standby shall not receive standby pay for the day if they are unable to respond to a call for service. Employees will be eligible to receive standby pay on a day they call in sick if at the time they call in, they notify their supervisor that they are able to respond to calls for service after regular scheduled hours.

Employees assigned to standby shall be paid eight (8) hours for each seven (7) day standby period at the "top" step of the salary range to which the employee is assigned. Employees assigned standby for less than seven (7) days shall receive a pro-rated amount of standby pay.

### **4.4.2 – Call Back (from Standby) Pay**

If employees are contacted while on standby and required to respond back to work, they shall receive a minimum of two (2) hours of pay (paid at time and one half), paid portal to portal. As such, the time is measured from the time the employee leaves their residence (or other location closer to the City if they are closer to the City) and returns to their residence (or other location closer to the City if the employee returns to a location closer to the City).

Employees contacted on standby who are not required to return to work will be paid for their actual time worked and will not receive the two-hour minimum.

## **Section 4.5 – Longevity Pay**

In recognition of an employee's length of full-time service to the City, employees who have been employed by the City for the length of time indicated below will receive longevity pay as follows:

- After completion of five years of full-time service two percent (2%) of the employee's base annual salary
- After completion of ten years of full-time service three percent (3%) of the employee's base annual salary
- After completion of fifteen years of full-time service four percent (4%) of the employee's base annual salary
- After completion of twenty years of full-time service five percent (5%) of the employee's base annual salary

Employees will be paid their longevity pay paid biweekly as part of the regular payroll. The amounts above are not cumulative.

**Section 4.6 – Fire Captain Fire Officer Certification Pay**

Fire Captains shall receive a one-time payment of \$400 upon proof of attainment of a California certificate as a Fire Officer from the California State Fire Marshal. Employees who earned the Fire Officer Certification prior to being promoted to Fire Captain, shall receive the one-time \$400 payment upon their promotion to Fire Captain.

**Section 4.7 – Bilingual Pay**

Employees demonstrating the ability to both understand and effectively communicate in a language other than English that the City Manager has determined is necessary for the effective or efficient operation of the Fire Department shall be paid additional compensation as follows:

<u>Per Pay Period</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
\$145.19	\$314.58	\$3,775.00

Employees who are authorized to receive bilingual pay, shall begin to receive it for the pay period in which they have been authorized to receive it. To be eligible to receive bilingual pay, an employee must pass a certification test (which will test verbal skills in the second language) meet the eligibility criteria of verbally utilizing Spanish or any other language determined by the City Manager to be necessary for the effective or efficient operation of the City while performing the duties of their job, demonstrate competence by passing a verbal examination administered by the Human Resources Division and be certified by the Human Resources Division.

Effective January 1, 2022, employees must re-certify every three (3) years to be eligible to receive bilingual pay by passing the re-certification test. Like the initial certification test, the re-certification test will assess that the employee can effectively communicate in a language other than English for the effective or efficient operation of the City while performing the duties of their job. An employee who does not pass a recertification test, will be given the opportunity to re-test three (3) months after not passing. During the period between the first and second recertification test, the employee will continue to receive their bilingual pay. If the employee does not pass the second recertification test, they will lose their bilingual pay. However, an employee will be eligible one year from the date of the second recertification test, to request to qualify for bilingual pay.

**Section 4.8– Working Out of Class**

If a Battalion Chief is working as the Interim or Acting Deputy Chief (because the Deputy Chief class is vacant) or the Deputy Fire Chief is working as the Interim or Acting Fire Chief (because the Fire Chief class is vacant) they shall be paid at the "first" step of the higher classification's salary range or seven and one-half percent (7.5%) more than their current base salary, whichever is greater, for the entire time served in the higher classification, except that in no case shall the salary paid to the employee working out of class be higher than "top" step of the position being worked.

**Section 4.9 – City Assigned Vehicle**

If the City Manager chooses to provide a City vehicle for the exclusive use of a Battalion Chief or Deputy Fire Chief, the City will maintain and provide fuel for the vehicle at the City's facilities. The vehicle shall not be operated by persons other than the assigned employee, except that other employees of the City may use the vehicle for official City business with the consent of the assigned employee. Since Battalion Chiefs and the Deputy Fire Chief remain on-call at all times, the vehicle may be used for personal as well as official business; provided, however, the vehicle shall never be used for personal use outside of the seven

Southern California counties consisting of San Bernardino, Riverside, Orange, Los Angeles, San Diego, Ventura and Santa Barbara.

## **ARTICLE 5 – DEFERRED COMPENSATION**

All employees in the unit may open a deferred compensation account (per IRS Code section 457) and make pre-tax contributions into it up to the maximum permitted by law based on their age. Deferred compensation is employee (not City) funded.

## **ARTICLE 6 – PROMOTIONS**

When an employee within the Firefighter Position Series is promoted to a position in the Firefighter/Paramedic Position Series, it shall be considered to be a “promotion within a position series”. The employee shall receive a base salary increase to a step that provides an increase of at least 12.5% when placed on the salary schedule for Firefighter/Paramedic.

A Firefighter who is promoted to Fire Engineer shall receive a base salary increase to a step that provides an increase of at least 7.5% when placed on the salary schedule for Fire Engineer.

A Firefighter/Paramedic who is promoted to Fire Engineer shall receive a base salary increase to a step that provides an increase of at least 5% when placed on the salary schedule for Fire Engineer, but not above the top step of the salary range for Fire Engineer. Additionally, a Firefighter/Paramedic who is promoted to Fire Engineer will also receive Secondary Paramedic Pay as provided in Section 7.2 so long as that employee otherwise satisfies the applicable requirements of the Paramedic Program as set forth in Article 7.

An employee who is promoted to Fire Captain shall receive a base salary increase to a step that provides an increase of at least 10% above top-step Fire Engineer when placed on the salary schedule for Fire Captain.

A Fire Captain who is promoted to Battalion Chief, shall receive a base salary increase to a step that provides an increase of at least 10% when placed on the salary schedule for Battalion Chief.

A Battalion Chief who is promoted Deputy Fire Chief shall receive a base salary increase to a step that provides an increase of at least 10% when placed on the salary schedule for Deputy Fire Chief.

## **ARTICLE 7 – PARAMEDIC PROGRAM**

### **Section 7.1 – Primary Paramedic and Secondary Paramedic Requirements**

An employee assigned into a classification in the Firefighter/Paramedic Position Series is a “Primary Paramedic”. The classifications in the Firefighter/Paramedic Position Series have their own a separate salary schedule as they are separate classifications and their salary includes compensation for being the Primary Paramedics in the Fire Department.

A Paramedic who is not assigned to a Primary Paramedic position (and only employees at the rank of Firefighter may be assigned as a Primary Paramedic) shall be referred to as a “Secondary Paramedic” (and this may include Firefighters, Fire Engineers, Fire Captains, Fire Battalion Chiefs and the Fire Deputy Chief who have completed paramedic training). In order to qualify for assignment as a Secondary Paramedic, an employee must meet all applicable federal, state and local licensure and certification requirements to qualify as a Paramedic.

The City shall provide and/or pay for all necessary continuing education, certifications, and state and local licensure fees for Primary and Secondary Paramedics.

**Section 7.2 – Secondary Paramedic Pay**

Secondary Paramedics shall receive additional compensation for maintaining their paramedic license as follows:

<u>Per Pay Period</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
\$205.58	\$445.42	\$5,345.00

Employees who are authorized to receive Secondary Paramedic Pay, shall begin to receive it for the pay period in which they have been authorized to receive it.

In addition to the above, a Secondary Paramedic assigned as the Primary Paramedic for one hour or more will receive an additional \$2.58 per hour while so assigned. A temporary assignment for one hour or less will not be compensated.

**Section 7.3 – Paramedic CQI Coordinator Pay**

The Paramedic CQI Coordinator shall receive the following additional compensation for the time assigned as the Coordinator:

<u>Per Pay Period</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
\$230.00	\$498.33	\$5,980.00

The employee assigned as the Paramedic CQI Coordinator shall begin to receive the above pay for the pay period in which they have been assigned as the Coordinator. Assignment as the Paramedic CQI Coordinator shall occur through a competitive process every two years to align with the bi-annual bid.

**ARTICLE 8 – WORK SCHEDULES**

Members of the Unit work either an average of a 56-hour workweek or work a traditional 40-hour workweek.

Those employees assigned to an average of a 56-hour workweek, (i.e., suppression personnel) are subject to the FLSA, Section 7(k) 24-day work period. These employees work the 48/96 work schedule (two shifts on followed by four shifts off). The only exception to the 48-96 work schedule is if the shift schedule for a particular calendar year shows that the same shift (i.e., the A, B, or C shift) would be scheduled to work on December 24th and 25th during that calendar year, the shift scheduled to work on December 23rd will instead work on December 24th, and the shift scheduled to work on December 24th will instead work on December 23rd.

Employees assigned to a non-suppression work schedule will work a regular 40-hour work week.

**Section 8.1 – Platoon Re-Assignments and Shift Changes**

The City will release the platoon re-assignment or shift change list to all members of the Association as soon as possible, and at least fifteen (15) days prior to any implementation. To help employees to ensure that they can get off to attend to personal business, the parties have agreed to Section 9.7 on shift trading.

**Section 8.2 – Assignment for Coverage**

When an employee is covered due to Annual Leave, on-the-job injury / illness, short-term special assignment, training assignment, or an approved absence, it will be with an employee of the same rank. The following exceptions apply:

1. The City may use acting positions (as addressed in Section 4.1) or qualified personnel of a higher rank if the City tries to hire rank for rank but is unable to do so.

2. Long-term situations (e.g., special assignments in excess of one pay period or training assignments in excess of five (5) working days) shall be considered on a case-by-case basis. The City will try to hire rank for rank, but could use acting assignments if necessary.

### **Section 8.3 – Planned Position Vacancy**

The Fire Department recognizes that planned vacancies provide a significant cost savings. The City agrees that under normal conditions the number of planned vacancies will be the equivalent to the staffing of one full Engine Company (four personnel) per shift each day (i.e., each of the three platoons A, B & C shift). These planned vacancies will be achieved through attrition and will be filled with constant staffing by suppression personnel. In the event that the City is required to reduce its workforce in the form of layoffs, priority will be given to retain those positions that are filled over the aforementioned planned vacancy positions.

Effective January 1, 2022, one of the shifts that has a planned position vacancy is eliminated. One of the three (3) platoons will not have a planned position vacancy. The staffing for that platoon will be with budgeted full-time positions.

Effective December 31, 2023, an additional shift that has a planned position vacancy is eliminated. Two of the three (3) platoons will not have a planned position vacancy. The staffing for both platoons will be with budgeted full-time positions.

Effective December 31, 2025, planned position vacancy is eliminated.

### **Section 8.4 – Construction or Trades Work**

The City agrees that no on-duty personnel shall be required to perform tasks that are normally performed by construction or other trade personnel.

### **Section 8.5 – Station Transfer / Bid System**

The City agrees to provide a method for operational staffing utilizing a seniority- based bid system. The “Bid System” Policy shall identify the details of the bid system. This policy shall be reviewed at least annually by the Fire Department Labor/Management Steering Committee with any changes mutually agreed upon by both Fire Department Management and the CFA.

### **Section 8.6 – Minimum Staffing**

- A. The Fire Department will maintain minimum staffing of on-duty personnel as follows. Engine companies (1-Fire Captain, 1-Fire Engineer, 2- Firefighters), which will be four (4) personnel; a minimum of one person will be certified as a Primary Paramedic. Truck/Ladder Companies will also be staffed with four (4) personnel (1-Fire Captain, 1-Fire Engineer, 2- Firefighters, a minimum of one person will be certified as a Primary Paramedic) for a total of 33 shift personnel per shift. All personnel are to be “Sworn Fire Suppression Personnel,” including the one employee who works a suppression shift in the classification of Fire Battalion Chief. Notwithstanding the above in this paragraph, if an Engine Company is staffed with three (3) personnel instead of four (4), the personnel will be 1-Fire Captain, 1-Fire Engineer, 1- Firefighter, a minimum of one person will be certified as a Primary Paramedic, a paramedic squad with two (2) additional personnel (a minimum of one person will be certified as a Primary Paramedic) will be assigned to the same fire station. A maximum of two stations can be staffed with paramedic squads.
- B. This minimum staffing will be adjusted automatically as new fire stations and apparatus are added. A fire station will have a minimum of one company staffed with four (4) personnel.

- C. In the event of a disaster, the staffing is suspended. In the event of an "Emergency Recall," companies may be staffed with any "Sworn Fire Suppression Personnel".
- D. Acting positions as outlined in Section 4.1 of this MOU are part of the minimum staffing.
- E. The City Manager and the Fire Chief reserve the right to adjust these staffing levels on a temporary basis during unusual or emergency circumstances if it is in the best interest of the community and Fire Department.

### **Section 8.7 – Meals**

All employees on each shift at each station shall attend an organized mess at the station for consumption of meals. Employees shall contribute in equal shares for the cost of such meals. The Department shall not be responsible in any manner for the cost of such meals, for the preparation thereof, for the collection of any funds or for any other costs in connection with this Section.

## **ARTICLE 9 – OVERTIME**

### **Section 9.1 - The Defined FLSA Work Period**

The City has adopted the 24-day work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). All classifications in the bargaining unit with the exception of the Fire Inspector I & II, the Deputy Fire Marshal and the Fire Marshal are subject to the work period set up pursuant to Section 7(k).

Notwithstanding the City's adoption of this work period (which is adopted to set forth the City's obligation under the FLSA), the City pays overtime per the provisions of this Article of the MOU.

### **Section 9.2 – Employees Eligible to Receive Overtime**

All employees in this Unit are eligible to receive overtime compensation. Overtime will be distributed in a fair and equitable manner. However, the Deputy Fire Chief (who regularly works a 40-hour schedule) is only eligible to receive overtime compensation if they are working outside of their regular work hours in a suppression capacity (whether as the Deputy Chief or when working down as a Battalion Chief) as addressed below, it will be at the Deputy Fire Chief's 56-hour rate) and, in addition, may receive overtime if approved by the Fire Chief.

Fire Battalion Chiefs are considered exempt employees under the Fair Labor Standards Act. However, they shall be eligible to receive MOU overtime just like the non-exempt employees in the unit.

### **Section 9.3 – Calculation of Overtime**

There are two types of overtime provided by the City, MOU and FLSA overtime.

#### **9.3.1 - FLSA Overtime**

For employees subject to the Section 7(k) work period, FLSA overtime is earned for actually working in excess of 182 hours in the 24-day FLSA work period. For employees who are not subject to the Section 7(k) work period, FLSA overtime is earned by actually working in excess of 40 hours in their defined seven-day FLSA workweek. FLSA overtime is paid at time and one-half the regular rate of pay as required by the FLSA.

### **9.3.2 - MOU Overtime**

MOU overtime is overtime the City has agreed to pay per this MOU. The City shall pay MOU overtime at the rate of time and one-half (1½) for: 1) all hours worked in excess of employees' regularly scheduled hours per shift (which may include use of Annual Leave (including Annual Leave earned from holidays) or Probationary Sick Leave); or 2) for hours worked on a day the employee is not regularly scheduled to work. For employees subject to the Section 7(k) work period, MOU overtime is paid when an employee has earned overtime but has actually worked less than 182 hours in the 24-day FLSA work period. For employees who are not subject to the Section 7(k) work period, MOU overtime is paid when an employee has earned overtime but has actually worked less than 40 hours in their seven-day FLSA workweek.

MOU overtime is calculated in the same manner as FLSA overtime except that the rate at which it is calculated does not include any dollars an employee may receive for the cost of health insurance or from opting out of health insurance.

### **Section 9.4 – 56-Hour (Suppression Rate) and 40-Hour Rates**

This bargaining unit includes employees in classifications assigned to suppression duties who work an average of 56 hours per week as well as employees in classifications that perform numerous functions working a 40-hour workweek. Sometimes employees in classifications regularly assigned a suppression duties (56-hour assignment) are assigned to a 40-hour assignment and sometimes employees regularly assigned a 40-hour assignment will perform suppression work and be assigned to a 56-hour assignment. For all hours worked in a suppression capacity (i.e., a 56-hour assignment) outside of their normally scheduled work schedule, an employee in a 40-hour classification shall paid overtime (at time and one-half) at the 56-hour rate for the employee's classification. For an employee in a 40-hour classification, their 56-hour rate is determined by dividing the hourly rate by 1.4. For an employee in a 56-hour classification, their 40-hour rate is determined by multiplying the hourly rate by 1.4.

### **Section 9.5 – How Employees Are Paid Each Pay Period**

Employees are paid each 14-day pay period. Since the 24-day FLSA work period does not overlap the 14-day pay period, the parties agree that for regularly scheduled hours, employees will be paid 112 hours per paid period plus an additional six (6) hours paid at .5 times each employee's regular rate of pay. An employee who works hours in addition to their regular hours will be paid overtime at time and one-half as described above.

An employee works for any part of a pay period shall receive the additional six (6) hours paid at half time that is paid to employees who work during the pay period.

Employees who are on paid leave (with the exception of leave per Labor Code section 4850, supplemental annual leave for short-term, long-term or total temporary disability or supplemental leave used in conjunction with FMLA/CFRA) for an entire pay period shall be paid their 112 hours for the pay period and shall receive the additional six (6) hours paid at half time that is paid to employees who work during the pay period.

### **Section 9.6 – Shift Exchange/Relief**

An employee may be relieved by any other employee who is qualified to relieve them at any time by utilizing appropriate leave (e.g., Annual Leave). In addition, the parties acknowledge Department of Labor regulation, 29 CFR section 553.225 that provides:

"It is a common practice among employees engaged in fire protection activities to relieve employees on the previous shift prior to (between the hours of 0600 and 0800) the scheduled starting time. Such early relief time may occur pursuant to employee agreement, either expressed or implied. This practice will not

have the effect of increasing the number of compensable hours of work for employees employed under section 7(k) where it is voluntary on the part of the employees and does not result, over a period of time, in their failure to receive proper compensation for all hours actually worked. On the other hand, if the practice is required by the employer, the time involved must be added to the employee's tour of duty and treated as compensable hours of work."

**Section 9.7 – Shift Trading**

The parties agree the provisions below are compliant with the Fair Labor Standards Act. Unit members have the right to trade shifts with their colleagues within the same classification subject to the following conditions:

- a. Both employees agree to the shift trade voluntarily.
- b. The employees trading the shifts shall make appropriate notifications to their supervisors. Supervisors will not unreasonably deny a trade.
- c. The employee whose shift is worked gets credit for the shift.
- d. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
- e. If an employee who agrees to work a shift trade calls in sick, the employee who called in sick will have their Annual Leave reduced.

**Section 9.8 - Accurately Reporting Time Worked**

Employees are required to accurately report all time worked. Employees may not work any time in addition to their regular work hours before or after work without first receiving approval in advance from their supervisor. Thus, all overtime requires advanced approval. In addition, since no supervisor is permitted to require an employee to work overtime without it being reported on their time sheet, if an employee works such time it will be recorded.

Unit members shall record hours worked in one-quarter (1/4) of an hour increments of time. This is illustrated by the following:

0-7 Minutes	=	No additional time should be recorded
8-22 Minutes	=	one quarter of an hour
23-37 Minutes	=	one-half of an hour
38-52 Minutes	=	three quarters of an hour
53 Minutes - 1 hour and 7 Minutes	=	one-hour

**CHAPTER 3 – BENEFITS**

**ARTICLE 10 - TIERS FOR CERTAIN BENEFITS IN THIS CHAPTER**

Some of the benefits in this MOU are provided per a tiered structure based on date of hire. There are four (4) tiers. Whenever there is a reference to a tier in this MOU, the particular tier is defined as follows:

- Tier I – Employees hired before July 1, 2000
- Tier II – Employees hired on or after July 1, 2000 through December 31, 2012 and employees hired on or after January 1, 2013 through March 20, 2018 who are classic members under CalPERS as defined below.

- Tier III – Employees hired on or after January 1, 2013 through March 20, 2018 who are new members under CalPERS as defined below.
- Tier IV – Employees hired on or after March 21, 2018.

**ARTICLE 11 – HEALTH INSURANCE**

The City contracts with the California Public Employees’ Retirement System (CalPERS) for the provision of medical insurance. All employees in the bargaining unit shall receive the CalPERS statutory minimum (i.e., the amount required under the Public Employees’ Medical and Hospital Care Act (PEMHCA) which is \$149.00 for calendar year 2022 and a yet to be determined amount for subsequent calendar years).

The City contracts to provide Dental Insurance (currently with Delta Dental) with both an HMO and PPO plan option available for employees to choose.

The City contracts to provide Vision Insurance (currently with EyeMed) for employees to choose.

All employees in the bargaining unit shall receive the amounts below for the purchase of health insurance. This includes medical, dental and vision insurance. These amounts include the CalPERS statutory minimum as well as an additional amount provided under the City’s Section 125 Cafeteria Plan.

- (1) \$773.17 per month for Members electing Employee only coverage;
- (2) \$1,546.10 per month for Members electing Employee plus one dependent coverage; or
- (3) \$2,048.39 per month for Members electing Employee plus two or more dependents coverage.

The City’s provision of funds for health insurance is provided through the Cafeteria Plan. If a Member enrolls in health benefits that cost more than provided above, they will be responsible for payment of any additional dollars for the benefits chosen.

**Section 11.1 - Medical Insurance Opt-Out**

Eligible Opt-Out Arrangement: Upon providing reasonable evidence of alternative medical insurance coverage as required by the ACA’s Eligible Opt-Out Arrangement rules (below), employees shall be entitled to the following dollars in the first two pay periods each month in taxable cash, in lieu of the amount provided in Article 11 above:

- (a) \$300.00 (\$600 per month) for Employee + 2 or more dependents
- (b) \$200.00 (\$400 per month) for Employee + 1 dependent
- (c) \$100.00 (\$200 per month) for Employee Only

An employee who opts out will not receive the City’s health insurance contribution Article 11, but those employees who satisfy the Eligible Opt-Out Arrangement rules, will receive the amount in Section 11.1 (a), (b), or (c), as applicable based on an Employees number of dependents (“Opt-Out Amount”) The employee may choose to allocate any portion of the Opt-Out Amount toward dental and/or vision insurance premiums for enrollment in a City dental and/or vision plan, or take the Opt-Out Amount or any portion thereof in taxable cash. If the employee uses any portion of the Opt-Out Amount toward the City’s dental and/or vision insurance, such payment will be pre-tax.

Pursuant to the Affordable Care Act (ACA) Employer Mandate “affordability” determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:

1. Employee must provide reasonable evidence that the employee and each member of the employee’s expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual

market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;

2. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will not have the alternative coverage;
3. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
4. The reasonable evidence will be an attestation signed by the employee, attesting to the above, and must be provided no earlier than a reasonable period of time before each plan year begins.

In order to qualify for this election, the Member must meet all of the following requirements:

1. An employee who opts out of medical insurance must sign a waiver of City offered medical insurance coverage and an agreement to hold the City harmless for any consequences, whatsoever, that result from the waiver of City offered medical insurance coverage; and
2. Sign a statement acknowledging that the Employee and the Employee's eligible dependents will not be allowed to re-enroll in the health insurance coverage offered by the City until the next open enrollment period, and that re-enrollment will be subject to all conditions imposed by the insurance provider at the time of re-enrollment. However, in the event of a COBRA "qualifying event" such would be allowed to re-enroll in health insurance effective the beginning of the following month without having to wait for the next open enrollment period.

If an employee who is currently opting out fails to make an election for opt out during open enrollment, the employee will be enrolled in a medical insurance plan, lowest cost employee only plan coverage. This default allocation shall not be subject to change.

## **ARTICLE 12 - IRS SECTION 125 CAFETERIA PLAN WITH FLEXIBLE SPENDING ACCOUNTS**

Section 125 of the Internal Revenue Code authorizes an employee to reduce taxable income for payment of allowable expenses such as dependent care and medical expenses through flexible spending accounts ("FSAs"). The City has enabled employees to participate in a health care flexible spending account ("Health FSA") (which qualifies as a self-insured medical reimbursement plan under IRC section 105) and a dependent care flexible spending account under IRC section 129 ("Dependent Care FSA"). Employees are not required to participate in either FSA, but the City has provided employees with an opportunity to do so. A unit member who participates in either FSA, may submit claims for eligible medical or eligible dependent care expenses, accordingly, to be paid or reimbursed on a pre-tax basis. The taxable salary of the employee will be reduced by the amount an employee elects to direct to their Health Care FSA and/or Dependent Care FSA, up to the maximum limits permitted by law.

An employee will have the opportunity to make such elections during open enrollment each year.

## **ARTICLE 13 – RETIREE MEDICAL INSURANCE**

- A. Tier I Retirees: For Tier I Retirees the City shall pay a medical insurance premium equal to or less than the monthly premium for the second highest (in cost) PERS family plan at the PERS-designated classification for Riverside County (currently Region 3) and the Medicare Part B cost once enrolled in Medicare (which is done by CalPERS at age 65). The payment for medical is actually deducted from the employee's retirement check and the City then reimburses the employee for the cost.

If a Tier I retiree enrolls in the highest cost medical plan, they will be responsible for payment of the premium between the second highest and highest cost plan.

The City affirms the above Tier 1 Lifetime Health Benefit by agreeing this is a vested benefit that cannot be revoked or negotiated away by future members of management, City Councils, and/or Association representatives. The right to receive the above Tier 1 Lifetime Health Benefit is a vested benefit for each Tier I Retiree.

- B. Tier II, III and IV Retirees: These employees who retire from the City of Corona and enroll in a medical plan offered through PEMHCA shall have the City pay the CalPERS annual statutory minimum (toward their retiree medical benefit). These employees will be responsible for paying the remainder of any premiums for medical plans to which such employees (who will then be retirees) enroll. The City will not reimburse Tier II, III and IV Retirees for premiums paid to Social Security for health insurance through Medicare.

### **Section 13.1 - Retiree Health Alternative**

In lieu of receiving the City's retiree medical benefit in Article 13 above, a Tier I Retiree shall have the option of receiving an annual \$6,000 contribution, at a rate of \$500 per month, paid to a City-provided health care reimbursement plan on behalf of such Tier I Retiree for the purpose of receiving reimbursements of qualifying health care expenses under Sections 105(b) and 213(d) of the Internal Revenue Code.

To receive this benefit, a Tier I Retiree must forfeit participating in any of the health benefit plans available to retirees of the City of Corona for the plan year in which such Tier I Retiree elects to receive the contribution. Tier I Retirees needing to re-enroll as a result of a COBRA "qualifying event" may do so on the first day of the month following that event, while those choosing to re-enroll in the absence of a "qualifying event" may re-enroll during the next open enrollment period, unless the Tier I Retiree has never participate in a CalPERS health plan. Tier II and III Retirees shall not be eligible for this alternative.

### **ARTICLE 14 – RETIREMENT HEALTHCARE SAVINGS ACCOUNT**

Unit members in Tiers II and III shall receive an annual payment of \$5,000.00, paid in quarterly installments of \$1,250.00, directed to the Nationwide Retirement Healthcare Savings Account. Unit members in Tier IV shall receive an annual payment of \$2,500.00, paid in quarterly installments of \$625.00, directed to the Nationwide Retirement Healthcare Savings Account.

### **ARTICLE 15 – SHORT-TERM DISABILITY PLAN**

The City shall provide a short-term disability insurance plan (provided by an outside carrier) to each employee in the unit who, due a medical condition, qualifies for benefits under the plan. This plan shall contain the following provisions:

- Benefit level shall be 55% of base monthly earnings (i.e., each month the employee shall earn 55% of their base hourly rate for all hours scheduled in the month)
- 90-calendar day benefit period (Includes 7-calendar day benefit waiting period before benefits are provided).
- Monthly maximum benefit of \$10,000.00

Employees may use accrued Annual Leave to supplement payments received by the plan. However, employees may not receive more than 100% of their regular wages.

The carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

To the extent that an employee's leave of absence while receiving short-term disability insurance also qualifies as qualifying leave per the Family and Medical Care Leave Act, the California Family Rights Act or per the California Pregnancy Disability Leave, the leave will run concurrently with those Acts and employees will receive the benefits of those Acts.

#### **ARTICLE 16 – LONG-TERM DISABILITY PLAN**

The City shall provide a long-term disability insurance plan (provided by an outside carrier) to each employee in the unit, who, due a medical condition, qualifies for benefits under the plan. This insurance plan shall contain the following provisions:

- Benefit level shall be 66 2/3% of base salary monthly earnings (i.e., each month the employee shall earn 66 2/3% of their base hourly rate for all hours scheduled in the month);
- Monthly maximum benefit of \$10,000.00
- Elimination Period (Waiting period): 90 days
- Employees may use accrued Annual Leave to supplement payments received by the plan. However, employees may not receive more than 100% of their regular wages.
- The carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

#### **ARTICLE 17 – LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLANS**

The City shall provide life insurance coverage for unit members equal to five and one-half times the member's annual basic earnings up to a maximum of \$750,000.

The City shall provide unit members with an accidental death and dismemberment policy in an amount equal up to the member's' (potential) life insurance benefit - five and one-half times the member's annual basic earnings to a maximum of \$750,000.

The carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of both the life insurance and accidental death and dismemberment policy.

##### **Section 17.1– Retiree Life Insurance**

The City shall provide a Life Insurance policy in the amount of \$50,000.00 to all employees who retire from the City. This policy shall remain in force until the retiree reaches the age of 70.

#### **ARTICLE 18 – RETIREMENT**

The City contracts with CalPERS for retirement benefits. The definitions of "new member" and "classic member" are set forth below.

##### **A. For "Classic Member" Employees**

1. Retirement Formula: The City contracts with CalPERS to provide the 3% at 50 retirement formula set forth in California Government Code Section 21362.2.
2. Single Highest Year: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for miscellaneous employees of which "classic member" employees in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS.

3. Payment of Employee/Member Contribution: Classic Members pay nine percent (9%) compensation earnable as their Member Contribution. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
4. Cost Sharing: Classic member employees pay an additional one and one half percent (1.5%) compensation earnable for their retirement contribution as cost sharing in accordance with Government Code section 20516(f).

B. For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7% at 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).
2. Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount is determined by CalPERS each year in its annual valuation. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
4. Cost Sharing – New member employees pay an additional one and one half percent (1.5%) compensation earnable for their retirement contribution as cost sharing in accordance with Government Code section 20516(f).

C. Additional Optional Benefits for All Employees

The following list of optional benefits is listed here in the MOU for the convenience of the parties to reflect what is currently in the City's contract with CalPERS. It is the City's contract with CalPERS and the Public Employees' Retirement Law that determines the application of these benefits to members of the Association.

1. 1959 Survivor's Benefit: The City's contract with CalPERS provides Level 4 coverage under the 1959 Survivor's Benefit per Government Code section 21574. Employees pay the employee premium for this benefit and the employer cost for the difference between the Level 3 and Level 4 survivor benefits.
2. Pre-Retirement Option 2W Benefit: The City's contract with CalPERS provides for Pre-Retirement Optional 2W Benefit as set forth in Government Code Section 21548.
3. Military Service Credit: The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024. The costs are borne by the Member electing to purchase the service credit.
4. Cost of Living Allowance: The City's contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.

5. Retired Death Benefit: The City's contract with CalPERS provides the \$500 Retired Death benefit as set forth in Government Code section 21620.
  6. Two Years Additional Service Credit: The City's contract with CalPERS provides the Additional Service Credit (Golden Handshake) – Two Years Additional Service Credit as set forth in Government Code section 20903.
  7. Two Years Additional Service Credit: The City's contract with CalPERS provides the Public Service" – Layoff Period – as set forth in Government Code section 21022. All associated costs are borne by the member electing to purchase the service credit.
  8. Post Retirement Survivor Allowance: The City's contract with CalPERS provides the Post Retirement Survivor Allowance as set forth in Government Code sections 21624, 21626, and 21628.
  9. Post Retirement Survivor Allowance to Continue After Remarriage: The City's contract with CalPERS provides the Post Retirement Survivor Allowance as set forth in Government Code section 21635.
  10. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor: The City's contract with CalPERS provides the Pre-Retirement Death Benefits to Continue After Remarriage of Survivor as set forth in Government Code sections 21551.
  11. Prior Service: The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.
  12. Local Fire Fighter – The City's contract provides for the benefit in Government Code § 20434 – "Local Fire Fighter" includes any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services.
- D. Definitions of "New Member" and "Classic Member per the Public Employees' Pension Reform Act of 2013 – PEPRA

The parties acknowledge that the PEPRA controls over definitions such as "new member" and "classic member" and put their understanding of the definitions in their MOU for informational purposes so that employees understand their retirement benefits.

New Member

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

- (1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- (2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

- (3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

#### Classic Member

CalPERS refers to all members who do not fit the definition of new member as a classic member.

### **ARTICLE 19 – TUITION REIMBURSEMENT**

The City recognizes the value of an educated workforce and encourages employees to pursue higher education. This section provides reimbursement to unit members for tuition and textbooks for job-related college courses. Employees shall use their off-duty hours in the pursuit of higher education unless otherwise authorized by the Fire Chief.

Subject to satisfaction of all criteria set forth in Section 19.1, for education plans approved in writing by the City after March 21, 2018, the City shall reimburse Members for the costs described in Section 19.2 up to a maximum amount of \$2,500 per employee per fiscal year (“Fiscal Year Maximum”) and a lifetime maximum amount of \$10,000 per employee (“Lifetime Maximum”). For education plans approved in writing by the City on or before March 21, 2018, the Fiscal Year Maximum and the Lifetime Maximum shall not apply.

Notwithstanding anything in this Article 19 to the contrary, the Fiscal Year Maximum and the Lifetime Maximum shall not apply to the education plan for any member of CFA for a Master’s degree in Geospatial Information Technologies that was submitted prior to March 21, 2018 and approved on or before August 29, 2018; all other provisions of this Article 19 shall apply.

#### **Section 19.1 – Pre-Approval**

Unit members must apply for and receive written approval from their supervisor and authorization from the Fire Chief or his designee prior to enrolling in classes. College degrees must be obtained from an institution with full accreditation status granted by an institutional or specialized accrediting body recognized by the U.S. Department of Education or the Council for Higher Education Accreditation.

#### **Section 19.2 – Reimbursable Costs**

The costs eligible for reimbursement are limited to tuition and books (including e-books) required for the course. The time invested in the pursuit of education is the employee’s responsibility unless otherwise authorized by the Fire Chief. Supplies, optional textbooks, mileage on the employee’s car, parking fees, lab fees, student fees, health fees, all other fees and costs are not reimbursable.

#### **Section 19.3 – Procedure**

Subject to the Fiscal Year Maximum and the Lifetime Maximum, the City will reimburse eligible employees for formal education completed through an accredited college or university which leads to an Associates, Bachelors or Master’s Degree in Fire Administration, Fire Engineering, or other job-related majors approved by the Fire Chief. Prior approval must be obtained by completing the College Tuition & Textbook Reimbursement Request available from the Human Resources Department. If seeking a degree, the member must submit a plan indicating the requisite course work leading to the degree that is approved by the educational institution. The request must be forwarded to the Fire Chief for approval.

An employee receiving funds for tuition and books paid for from other sources, including, but not limited to, grants, scholarships, and veteran’s educational benefits, shall first apply [deduct] the amount of those funds to the amount being reimbursed by the City.

Upon satisfactory completion of the course, the employee must attach an official grade report and relevant receipts/bills to the request and submit it to the Human Resources Department for approval. Reimbursement will be made as soon as practical.

Those seeking a degree must attain a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. Those undergraduate courses taken for "credit" will be reimbursed so long as units are accrued at the rate of a "C" grade for undergraduate courses. Classes where the employee receives a grade of pass or fail will not be reimbursed.

City vehicles shall not be authorized for transportation to and from courses unless authorized by the Fire Chief.

#### **Section 19.4 – Voluntary Separation from Employment**

A unit member who voluntarily leaves employment with the City within one year of receiving a reimbursement per this Section shall be required to repay the City for any reimbursement received during the 12 months preceding their separation date.

#### **Section 19.5 – Certification Classes**

The Fiscal Year Maximum and the Lifetime Maximum shall not apply to, and Members will be entitled to full reimbursement for tuition and textbooks for, classes leading to certifications/qualifications from the California Incident Command Certification System or the Office of the California State Fire Marshal as shown on the State Fire Training website.

### **ARTICLE 20 – ADDITIONAL BENEFIT PROVISIONS**

#### **Section 20.1 – PORAC Membership Fee**

The City agrees to reimburse the Association for cost of the Association's PORAC Membership fee.

#### **Section 20.2 – Employee Assistance Program (EAP)**

The City will provide an Employee Assistance Program to all employees free of charge. Employees and their immediate family members shall have direct access to mental health clinicians specializing in public safety. This counseling service will provide immediate 24-hour assistance in crisis situations, as well as counseling and referral services for employees and immediate family members who are experiencing personal, marriage, family, work, substance abuse, or financial problems.

#### **Section 20.3 – Medicare Contribution for Battalion Chief**

The City agrees to pay the employee's portion of the mandatory Medicare Contribution of 1.45% for the Battalion Chiefs.

#### **Section 20.4 – Safety Shoes**

Annually, the City shall provide safety shoes for unit members in the following Fire Prevention positions: Fire Inspector I and II, Deputy Fire Marshal, Fire Marshal. The amount of money allocated to each eligible employee shall be determined by the Safety Manager as part of the annual review.

#### **Section 20.5 – Driver's License Physical**

Fire Engineers, "Acting Fire Engineers," and Fire Captains shall be entitled to be reimbursed for any time spent obtaining the required State Class B or Firefighter Restricted Driver's License including any necessary physical examination.

## CHAPTER 4 – LEAVES OF ABSENCE

### ARTICLE 21 – ANNUAL LEAVE

#### Section 21.1 – Accrual of Annual Leave

Annual leave is compensated absence for employees who are absent from duty because of illness, injury, medical or dental care appointments, personal business, or personal vacation.

Full-time Employees: Each biweekly pay period, Annual Leave hours earned are posted to the account of each employee as follows:

ALL UNIT MEMBERS EXCEPT FOR BATTALION CHIEFS – 56 HOUR ACCRUAL RATES:

<u>Years of Service With the City</u>	<u>Accrual Rate Per Payroll</u>	<u>Annual Accrual</u>
1-5	12.15	316 hours
6-8	13.08	340 hours
9-15	14.46	376 hours
16 +	16.77	436 hours

BATTALION CHIEFS – 56 HOUR ACCRUAL RATES:

<u>Years of Service With the City</u>	<u>Accrual Rate Per Payroll</u>	<u>Annual Accrual</u>
1-5	13.39	348 hours
6-8	14.30	372 hours
9-15	15.69	408 hours
16 +	17.99	468 hours

ALL UNIT MEMBERS (EXCEPT BATTALION CHIEFS AND THE DEPUTY FIRE CHIEF) – 40 HOUR ACCRUAL RATES:

<u>Years of Service With the City</u>	<u>Accrual Rate Per Payroll</u>	<u>Annual Accrual</u>
1-5	7.54	196 hours
6-8	8.15	212 hours
9-15	9.08	236 hours
16 +	10.62	276 hours

BATTALION CHIEF AND DEPUTY FIRE CHIEF – 40 HOUR ACCRUAL RATES:

<u>Years of Service With the City</u>	<u>Accrual Rate Per Payroll</u>	<u>Annual Accrual</u>
1-5	8.31	216.06 hours
6-8	8.92	231.92 hours
9-15	9.84	255.84 hours
16 +	11.38	295.88 hours

#### Section 21.2 – Employees on Initial Probation

For probationary employees employed less than one full year they shall accrue Annual Leave as follows:

During their probationary period, they shall accrue one-half of the Annual Leave at the rate of a 1-5 year full time regular employee as Probationary Sick Leave. They shall accrue the one-half of the Annual Leave at the rate of a 1-5 year full time regular employee as Annual Leave.

When the employee completes one year of service, any hours that the employee has accrued as Probationary Sick Leave shall be rolled into their Annual Leave account and their Probationary Sick Leave account will be eliminated.

At six (6) months, the probationary employee may request up to one week of "Advanced Annual Leave" for vacation purposes with the permission of their supervisor.

If an employee's probation is extended, even though still on probation, once they are employed for one year they will accrue Annual Leave per the chart above as an employee who has completed one year of service.

### **Section 21.3 – Use of Annual Leave**

- a. Employees schedule Annual Leave for themselves by submitting requests to use their Annual Leave. The Fire Chief or designees responsible for approving Annual Leave being requested in advance (as opposed to it being used for illness and injury where advance notice is not possible) shall grant the request if it is operationally feasible (i.e., services can still be provided without the employee) to do so. Selection of vacation (i.e., when employees can use Annual Leave for vacation) shall be made using a process that is fair to the employees. This can include seniority or some other equitable method.
- b. The Fire Chief or designee may require the employee to furnish satisfactory evidence justifying the use of Annual Leave used as sick leave. This may, for example, include a doctor's note.
- c. An employee who files a workers' compensation claim where the question of industrial causation is delayed or the claim is not accepted by the City, may use their Annual Leave for the time they are unable to work because of their injury or illness. If it is later determined that the injury was industrial, Annual Leave used shall be reimbursed to the employee. If the claim is accepted and an employee exhausts leave per Labor Code section 4850 but remains off work, the employee may supplement their total temporary disability payments with Annual Leave to receive up to 100% of their base salary.
- d. Employees may use Annual Leave for the illness of a family member as described in Labor Code section 233 – child, parent, spouse, registered domestic partner, sibling, grandchild or grandparent.

### **Section 21.4 – Cash Out or the Conversion of the Value of Annual Leave**

There are three situations described below when an employee may have their Annual Leave cashed out or converted to deferred compensation or their Retirement Health Savings Account (RHS) by the City. All Annual Leave cashed out or converted to deferred compensation or RHS in this section will be valued at each employee's base hourly rate of pay plus the percentage of each employee's Longevity Pay as provided in section 4.5 of this MOU.

#### **21.4.1 - Maximum Accrual of Annual Leave – Conversion Above 1125 or 730 Hours to RHS**

On the last day of the last pay period that ends in each calendar year, if an employee has accrued more than 1125 hours (for employees assigned to a 56-hour assignment) or 730 hours (for employees assigned to a 40 hour assignment) of Annual Leave, the Annual Leave hours in excess of these amounts will be converted to the monetary equivalent as described in Section 21.4 and placed in the Retirement Healthcare Savings Account on the employee's behalf.

For employees who have informed the City that they will be retiring at the end of the calendar year, they will have the option to allow the hours described above (either 1125 or 730) to be converted to the RHS or have the hours above (either 1125 or 730) subject to section 21.4.2.

#### **21.4.2 - Separation from the City**

Employees separating from the City have the following options regarding their accrued Annual Leave.

1. Employees can be paid (as taxable wages) for their accrued Annual Leave (and if employed less than one-year sick leave) as described in Section 21.4.
2. Employees may make an irrevocable election prior to the first day of the month of separation to contribute accrued Annual Leave to the employee's account provided under the City's 457(b) deferred compensation plan. Contributions of Annual Leave to the 457(b) plan may not cause the employee to exceed the maximum annual deferral limitation for the year in which the contribution is made. If an employee chooses this option, any accrued Annual Leave that exceeds the maximum annual deferral limitations will be paid to the employee as a taxable cash payment.
3. Employees may also receive any amount of the value of their accrued Annual Leave as taxable cash with the remainder going into their deferred compensation account, up to the maximum amount permitted under the IRS Code.

#### **21.4.3 - Annual Leave Cash Out**

For Fiscal Year 21-22 employees will be able to cash out leave as provided for in the parties' prior MOU. For the period of July 1, 2022 through December 31, 2022, employees may make an irrevocable election (by June 15, 2022) to cash out up to 80 hours of Annual Leave that will be earned between July 1, 2022 and December 31, 2022. The employee can elect to receive the cash out one week after the pay day for the pay period that includes December 1.

On or before the pay period which includes December 15 (the first year being 2022) of each calendar year, an employee may make an irrevocable election to cash out Annual Leave that will be earned in the following calendar year up to the following maximum cash out: 216 hours for employees assigned to a 56-hour assignment and up to 160 hours for employees assigned to a 40-hour assignment. The employee can elect to receive the cash out in the week after the payday for the pay period that includes December 1.

In addition to the above, any employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Chief Talent Officer for a payoff of accrued flex leave. The amount of Annual Leave which may be cashed out is limited to the amount necessary to meet the emergency. If there is an unforeseen emergency, an employee can cash out Annual Leave earlier in the year than described above.

#### **21.4.4 - Donating Annual Leave**

All employees may donate Annual Leave to their fellow employees per requirements of the City's Voluntary Donation of Annual Leave Policy.

## ARTICLE 22 – HOLIDAYS

The following days will be recognized by the City as Holidays for members of the Unit:

1. January 1st – New Year’s Day
2. The third Monday in January – Martin Luther King, Jr. Day
3. The third Monday in February – President’s Day
4. The last Monday in May – Memorial Day
5. June 19th - Juneteenth
6. July 4th – Independence Day
7. The first Monday in September – Labor Day
8. November 11th – Veteran’s Day
9. The fourth Thursday in November – Thanksgiving Day
10. The Friday immediately after Thanksgiving Day
11. December 24th – Christmas Eve
12. December 25th – Christmas Day
13. December 31st – New Year’s Eve
14. Every day appointed by the President, Governor, or Mayor, with the consent of the City Council, except for every day on which an election is held throughout the state.

Employees assigned to a suppression schedule (i.e., an average of 56 hours per week) and Battalion Chiefs (assigned to suppression) shall be paid twelve (12) hours for each holiday at the member’s base hourly rate plus the following applicable additional pays: (Longevity, Bilingual, Haz-Mat, Annual Secondary Medic, Paramedic Coordinator CQI, and the 40-hour assignment pay) paid on the pay day following the holiday.

With the exception of the Deputy Fire Chief, employees assigned to a 40-hour schedule shall be compensated for holidays as follows:

1. For those employees whose regular work shift falls on the holiday (e.g., for President’s Day for employees who work on Mondays), who observe the holiday by not working, shall be paid their regular work hours.
2. If these employees work on the holiday, they shall receive time and one-half for all time worked on the holiday. This is in addition to holiday pay for the number of hours of their regular shift on that day.
3. If these employees work on a holiday that is not a regularly scheduled workday (e.g., the Friday after Thanksgiving for employees not scheduled to work on Fridays) they shall receive time and one half (1.5) for the hours worked on the holiday as well as ten (10) hours of Annual Leave which shall accrue to their Annual Leave bank. If they work a suppression shift (24-hour shift) on the holiday, they will be paid at time and one-half (the suppression rate) for the shift, and will receive ten (10 hours) of Annual Leave.

The Deputy Fire Chief shall observe the holiday (if it occurs on their regular workday) and shall be paid their regular work hours. If the Deputy Chief works the holiday, they will be paid their regular work hours, and accrue eight (8) hours of Annual Leave. If the holiday occurs on a day that is not a regularly scheduled workday, they shall accrue eight (8) hours of Annual Leave.

### **ARTICLE 23 – COMPASSIONATE LEAVE**

Compassionate Leave: Paid leave may be granted to a regular employee in the case of death in their family. For the purposes of clarification, family is defined as: spouse, parents (natural, adopted or step), legal guardians, siblings, children (natural, adopted or step), grandparents, grandchildren, current in-laws (brother, sister, mother, father, son, daughter or grandparents).

Employees who are regularly scheduled to work forty (40) hours per week are eligible for up to forty (40) hours of paid compassionate leave. Employees who are regularly scheduled to work an average of fifty-six (56) hours per week (i.e., a suppression schedule) are eligible for up to sixty (60) hours of paid compassionate leave.

### **ARTICLE 24 – MILITARY LEAVE**

Employees are entitled to military leave benefits as provided by both State and Federal law. In addition, as provided for in City Resolution #2001-130, an employee who is involuntarily called to active duty shall be paid the difference between their monthly salary from the City (just prior to being involuntarily called to active duty) and their military pay until release from active duty.

### **ARTICLE 25 – EXECUTIVE LEAVE**

The Deputy Fire Chief who is exempt from overtime under the Fair Labor Standards Act (FLSA) shall have the ability to use Executive Leave.

#### **Section 25.1 - Accrual of Executive Leave**

The Deputy Fire Chief receives twenty-seven (27) hours of Executive Leave per quarter (July 1 – September 30, October 1 – December 31, January 1 – March 31 and April 1 – June 30) based on a fiscal year. As permitted by Labor Code section 227.3, although no amount of Executive Leave ever has cash value, up to eighty (80) hours of Executive Leave that has been accrued, but unused, as of the last payroll period of any fiscal year shall carry over to the next fiscal year. Any such hours in excess of shall eighty (80) not carry over to the next fiscal year.

An employee who becomes eligible for Executive Leave in the middle of a quarter (i.e., they are hired or promoted into the classification of Deputy Fire Chief in the middle of a quarter) shall earn 4.16 hours of Executive Leave per pay period until the end of the quarter. At the beginning of the next quarter, they shall accrue 27 hours of Executive Leave.

#### **Section 25.2 - Use of Executive Leave**

- A. Executive Leave must be used in one (1) hour increments. The Deputy Fire Chief must request and obtain approval from the Fire Chief to use Executive Leave as they would request Annual Leave. Requests will be approved if the department's schedule can accommodate the request.
- B. The Deputy Fire Chief shall only use Executive Leave hours that have been previously accrued during the fiscal year. The Deputy Fire Chief shall not be permitted to have a negative balance in their Executive Leave hour balance or use Executive Leave they have not yet accrued.
- C. Executive Leave cannot be donated to another employee.

- D. The Deputy Fire Chief cannot use unused Executive Leave upon separation from employment or retirement, in order to extend the employee's date of separation or date of retirement.

**ARTICLE 26 - JURY DUTY AND WITNESS LEAVE**

**Section 26.1 – Jury Duty**

1. An employee who is called for jury duty shall be compensated (as though they were working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. Employees are required to provide documentation to Human Resources that they are on jury duty and once completed, provide documentation from the court that they have completed their jury duty service. This documentation is necessary for employees to receive pay for jury duty.
2. If an employee is required to be absent from work to report for jury duty, the employee will follow department policy.
3. An employee on jury duty must return to work after the jury service is done for the day.

**Section 26.2 – Witness Leave**

Any employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a manner related to City business shall be allowed time off without loss of pay (or overtime if off duty) to perform such duties. All fees to which the employee is entitled by law for such services shall be paid (less transportation allowance, if any) to the City. Per California Labor Code Section 230(b), an employee shall be allowed time off without pay (unless approved Annual Leave is used) to appear at a matter outside the scope of their employment in which the employee is a party.

**CHAPTER 5– EMPLOYER-EMPLOYEE RELATIONS**

**ARTICLE 27 – ASSOCIATION REPRESENTATIVES AND ACTIVITIES**

**Section 27.1 – Preparation for Negotiations for a Successor MOU**

Beginning five months prior to the expiration of this MOU, up to seven CFA members will be permitted to use up to two (2) hours per month to prepare for negotiations for a successor MOU. A list of the seven (7) members shall be provided to the City's Human Resources Department. Permission to use the time shall be requested from the Fire Chief or his representative and such permission shall be granted promptly unless an employee's absence would cause undue interruption of the work.

**Section 27.2 – Copy Machines and Meetings**

The members of the Association will be allowed to use City copy machines for the Association's business, subject to reasonable approval of the City Manager.

Members of the Association will be allowed the use of City meeting rooms for membership meetings, as available.

The City agrees, upon prior approval by the Fire Chief, that the Association may hold a maximum of one (1) Association meeting per month, not to exceed one (1) hour in length. One (1) station crew will be allowed to join a second station crew for the purpose, subject to emergency conditions as determined by the Fire Department's management, i.e., if there is an emergency call, employees may need to leave the meeting to address the call.

### **Section 27.3 – Time Bank**

The City shall establish a “Time Bank” for use by the members of the Association to participate in those activities that are related to wages, hours, and working conditions. To use the Time Bank, employees must receive approval from the Association’s Board of Directors.

The “Time Bank” shall be funded by relinquishment of Holiday hours (56-hour employees have eight (8) hours of Holiday Leave deducted to fund the Time Bank – four (4) hours for Memorial Day and four (4) hours for Labor Day) or Annual Leave hours (40-hour employees have seven (7) hours of Annual Leave deducted to fund the Time Bank – three (3) hours for Memorial Day and four (4) hours for Labor Day) by members of the Unit.

The following is the procedure for tracking Time Bank hours:

- 1) All hours collected from members are converted to dollars at that member’s current hourly rate and assignment (40-hour or 56-hour) at the time of conversion.
- 2) All hours used are subtracted from the Time Bank at the hourly rate and assignment (40- hour or 56-hour) of the member using the Time Bank hours at the time of use.
- 3) Since Time Bank hours are converted to dollars, the dollar value of the Time Bank will be tracked separately on a spreadsheet by the City and provided to the Association who will receive an updated spreadsheet each pay period. The value of the donated hours are the possession of the Association.
- 4) An employee who uses the Time Bank shall use the appropriate Time Bank payroll code in recording their time.

### **Section 27.4 – Investigating Grievances**

Members of the Association’s Board of Directors and its officers, not to exceed three (3), may be allowed reasonable time away (one at a time) from their City duties to expeditiously investigate and assist in the process of grievances without loss of pay. A list of those three (3) shall be kept current by the Association and provided to the Chief Talent Officer. Since this is time performing duties related to grievances while on duty, if there is a call for service requiring the employee to respond, the employee will be required to respond to that call.

### **Section 27.5 – Committees**

#### **27.5.1 – Committee Selection**

The Department will provide a fair and equitable method when choosing employees for Department committees and programs. Every Fire Department committee will have one representative chosen by the CFA Board of Directors. This requirement may be waived by the CFA Board of Directors.

### **Section 27.6 – Deductions for Association Dues and Insurance Premiums**

The City will deduct dues from members of the Association and will remit it to the Association. It is the Association’s responsibility to inform the City’s Human Resources Department as to which members of the bargaining unit are members of the Association. The Association shall inform the Human Resources Department in writing of any changes in the membership status of any Association members. The City will notify the Association when an employee is hired into a classification represented by the Association or a current employee transfers into a classification represented by the Association.

The City will also deduct the amount each employee has authorized for insurance premiums.

No deductions will be made when the salary, after taxes, retirement, garnishments or other deductions authorized by the member or required by law, is insufficient to pay the dues, etc. The Association agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Section.

## **ARTICLE 28 – MANAGEMENT RIGHTS**

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects subject to this MOU.

The City Manager and Fire Chief have and will continue to retain exclusive decision-making authority on matters not specifically and expressly modified by specific provisions of this Memorandum of Understanding, and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure.

The exclusive rights of the City shall include, but not be limited to: the right to determine the organization of the City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operation; to establish and effect administrative regulations and Employment Rules and Regulations consistent with law and the specific provisions of this MOU to direct its employees; to take disciplinary action for just cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to determine whether goods or services shall be made, purchased, or contracted for; to determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.

## **ARTICLE 29 – PROBATIONARY PERIOD**

### **Section 29.1 – Length of Probationary Period**

The probationary period for all positions in the bargaining unit shall be one year. Employees on their initial probationary period are at-will employees. If an employee passes their probationary period, they shall become regular employees. If an employee is rejected from probation, they are not entitled to due process to challenge the decision to reject them from probation.

Employees promoted to a higher classification within CFA (this does not include movement within one of the four Position Series) shall be subject to a six-month probationary period. If an employee is rejected from probation having previously passed probation in the classification from which they promoted, they shall be entitled to return to their prior position.

### **Section 29.2 – Extension of Probation**

An employee's probationary period can be extended for three reasons:

- 1) The employee was on a leave of absence without pay for any workdays during probation. The employee's probationary period shall be extended for the number of workdays the employee was on the leave of absence without pay.
- 2) The employee was unable to work due to an industrially caused injury or illness. The employee's probationary period shall be extended for the number of workdays the employee was unable to work due to the industrially caused injury or illness.
- 3) Based on the discretion of Fire Chief with the approval of the Human Resources Department, the employee's probationary period may be extended up to six (6) months in three-month increments. If this decision is made, the City will inform the probationary employee in writing that their probation

has been extended prior to any extension and will inform the employee of the new date upon which their probationary period will end.

### **ARTICLE 30 – LAYOFF PROCEDURE**

If the City determines that layoffs are necessary, the following procedures shall be followed:

1. Layoffs for the following classifications shall be based on seniority (i.e., time in service) for all job classifications held: All Fire Fighters, Firefighter/Paramedics, 40-Hour Firefighters, 40-Hour Firefighter/Paramedics, Firefighter Trainees, Firefighter/Paramedic Trainee, Fire Engineers, 40-Hour Engineers, Fire Captains, 40-Hour Captains, Battalion Chiefs, and Deputy Fire Chief shall be considered as one job classification and seniority within the unit shall be based on the principle of 'the last hired full time / permanent employee shall be the first full time / permanent employee to be laid off regardless of their rank.. Specialty positions shall have no bearing on the layoff order. An employee in one of these classifications who is laid off shall have the right to bump to a lower classification that they held in which they hold more overall seniority (in all classifications in this unit) than the employee being bumped.
2. Layoffs for any classifications not identified in paragraph 1 above shall be based on seniority in the particular classification. If such an employee is subject to layoff, they have the right to bump into a lower level previous classification held if their seniority in their current and lower level previous class is more than the seniority of an employee currently in that lower level class.
3. If two or more employees have the same hire date, then their numerical Academy score will be used to determine their seniority. The lower their score, the lower their seniority.
4. If the City determines that demotions are necessary to rebalance the work force after layoffs have occurred, the employee who was promoted last to the rank where the demotion needs to occur shall be demoted first. If two or more employees were promoted to the rank in question on the same date, the numerical score on the employee's most recent employment or promotional exam will be used to determine their seniority. The lower their score ranking, the lower the seniority.
5. When an employee is demoted to a lower rank due to layoffs, that employee's seniority in that rank shall be based on their original promotion or hire date to that rank.
6. Any employee laid off or demoted to a lower rank due to layoffs will be put onto a recall list for use within the first two (2) years from the layoff date. Within that two (2) year period, employees on this list shall be re-promoted or recalled to their former position as soon as a vacancy or new position becomes available. The employees shall be recalled or re-promoted based on the last employee laid off/demoted shall be the first to be recalled or re-promoted.
7. Employees notified of a recall shall have up to 14 days to return to work. An employee who is offered to be recalled who is unable to report to work with fourteen (14) days shall no longer be eligible to be recalled.
8. Once an employee is re-promoted or recalled, their seniority shall be based on their original hire/promotion date.
9. For purposes of determining an employee's seniority in a classification, time spent in the classification as a "provisional" promotee" (i.e., when an employee has been temporarily been promoted to a classification) shall count as time in that classification.
10. If an employee is laid off, their Annual Leave shall be paid off as it would be paid off at separation.
11. Employees who are laid off shall be offered a position off the recall list (which expires in two years) before

the City can implement another Firefighter Apprentice Program.

## **ARTICLE 31 - DISCIPLINE**

### **Section 31.1 - Disciplinary Actions Defined**

1. Oral/Written Warning - The use of an oral or written warning shall be used as a tool by supervisors to address performance problems or minor instances of misconduct and may be initiated at any time. Only if it qualifies as punitive action under the Firefighter Procedural Bill of Rights Act, will the employee be entitled to an administrative appeal per the informal process below. The supervisor or manager will review with the employee both the specific deficiencies in question and the City's standards. The cause(s) of the deficiency will be identified along with specific improvement needed. The employee should be advised of the action that will be taken should they fail to achieve the improvement outlined within the time period specified. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. Once the performance evaluation is completed for the year, all items in the file should be referenced in the performance evaluation if appropriate, and discarded at the end of the performance year.
2. Written Reprimand - A Written Reprimand generally is appropriate to correct instances of more serious circumstances or employee misconduct which do not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a Written Reprimand is to put the employee on notice that the City will take other disciplinary action unless immediate, real and consistent improvement in performance is demonstrated. Any decision to issue a Written Reprimand should be reviewed by the Human Resources Department. The supervisor or manager issuing the Written Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action. A copy of the Written Reprimand will be placed in the employee's official personnel file.
3. Suspension - Suspension is the temporary removal of employees from their duties without pay.
4. Reduction in Pay - A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in Pay.
5. Demotion - Demotion is the movement of an employee from the current classification to a new classification having a lower salary range.
6. Discharge - A discharge is a termination from employment.

### **Section 31.2 – Pre-Disciplinary Procedure**

If an employee is to be suspended, receive a reduction in pay, be demoted or discharged, the employee shall:

1. Receive written notice of the intended action at least seven (7) calendar days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.
2. Receive copies of any known materials, reports or other documents upon which the intended action is based.
3. Be accorded the right to respond in writing within a reasonable period of time to the intended charges.

4. Be accorded the right to meet within a reasonable period of time with the Fire Chief or designee who has the authority to modify or eliminate the intended disciplinary action.
5. Be given the written decision of the Fire Chief or designee prior to the effective date of the disciplinary action.

### **Section 31.3 - Disciplinary Appeals Procedure**

The following appeals procedures are adopted by the parties pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act.

1. Definitions
  - a. The term “employee” means an employee who is considered a firefighter under Government Code § 3251(a) as well as any firefighter who is a peace officer pursuant to Penal Code § 830.37. This includes all employees who are in this Unit.
  - b. The term “punitive action” means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”
2. Formal Appeals Procedures – For Punitive Action Causing a Loss of Pay Not Covered by the Informal Hearing Process
  - a. An employee shall be entitled to an appeal hearing before an Administrative Law Judge assigned from the Office of Administrative Hearings which shall be conducted in accordance with Chapter 5 (commencing with § 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.
  - b. Notice of Discipline as Accusation - The final notice of discipline which may be issued at the conclusion of the pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, *et seq.*
    - (1) Pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.
    - (2) The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, *et seq.* A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter concurrently with the notice of discipline.
  - c. Administrative Law Judge - Pursuant to Government Code § 11512, the appeal will be heard by an administrative law judge
  - d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the administrative law judge, a hearing shall be conducted at City Hall or in another City facility at a time to be determined by administrative law judge with the input of the representatives of both the City and employee.
  - e. Notice of the Hearing - A notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
  - f. The burdens of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.

- g. The proposed decision of the administrative law judge shall be in writing. Copies of the proposed decision shall be delivered to the parties by registered mail and accompanied by a proof of service.
- h. Following receipt of the proposed decision, the City Council, or any designee (e.g., the City Manager) to the extent authorized by law, may take any of the actions set forth in Government Code § 11517(c)(2) A through E.

### 3. Appeals Procedures Informal Process

The Informal Hearing Procedure, as opposed to the formal procedures, will be used for disciplinary action imposed on an employee that does not involve termination from employment, demotion, suspension without pay for more than two (2) shifts for employees working a 56-hour suppression schedule or three (3) working days for employees working a 40-hour administrative schedule, or where the practical financial effect of the discipline equates to a two shift suspension or less for employees working a 56-hour suppression schedule or three (3) working days or less for employees working a 40-hour administrative schedule.

#### a. Appeal to the Fire Chief or Designee

- (1) An employee who receives notice of a punitive action shall be entitled to appeal the action to the Fire Chief prior to the effective date of the punitive action. The appeal is an opportunity for the employee to present written material and arguments why a punitive action should not occur or offer alternatives to the action.
- (2) Notice of Appeal: Within seven (7) calendar days of receipt by an employee of notification of a punitive action, the employee shall notify the Fire Chief in writing that they intend to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal. Nothing in this section shall limit the right of the Department to institute disciplinary action, notwithstanding that an appeal may be pending.
- (3) Hearing Officer: The Fire Chief or designee shall act as the hearing officer. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or designee shall serve as the hearing officer. The hearing shall take place within thirty (30) calendar days of the date the employee was notified about the punitive action (e.g. received a written reprimand) or such other time as may be agreeable by the parties.

#### b. Burden of Proof: The City shall bear the burden of proof at the hearing.

The Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that punitive action was reasonable under the circumstances.

#### c. Conduct of Hearing:

- (1) The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude evidence which is incompetent, not relevant or cumulative, or the presentation of which will otherwise consume undue time. The rules of privilege shall be observed.
- (2) The parties may present arguments through documents and statements.

- (3) If the punitive action being appealed is a counseling memo or written reprimand, the parties will not be entitled to confront and cross-examine witnesses.
  - (4) Following the presentation of written material and statements, the involved parties may submit closing arguments orally or in writing for consideration by the hearing officer.
  - (5) Representation: The firefighter may be represented by an Association representative or attorney of their choice.
- d. Decision:
- After the hearing, a decision will be submitted in writing within thirty (30) calendar days and provided to the employee. The decision shall advise the employee that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.5.
- e. Decision to Impose Discipline:
- If, after the hearing, a decision is rendered which imposes discipline, pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

## **ARTICLE 32 - GRIEVANCE PROCEDURE**

The Grievance Procedure is established to provide a consistent process for the fair and expeditious resolution of grievances.

### **A. Definition of a Grievance**

A Grievance an allegation by one or more an employee or the CFA that there has been a misinterpretation, misapplication or violation of the MOU.

### **B. Steps in the Grievance Process**

#### **1. Step One (Immediate Supervisor) – Informal Resolution If Filed By Employee**

- a. An employee(s) who believes that they have grievance related to their rights under the MOU must present the grievance to their immediate supervisor, orally. If the Association is the grievant, it shall submit the grievance at step 2 as provided below in step 2.
- b. The grievance must be presented to the supervisor within five (5) workdays of the occurrence giving rise to the grievance or the time within which the grievant knew or should have known of the occurrence. Employees may present grievances informally at step 1 without a CFA representative.
- c. The supervisor will investigate the employee's alleged grievance, and attempt to resolve it and respond to the employee within three (3) of the employee's workdays.

#### **2. Step Two (Department) – Employee or Association**

- a. If the grievant is an employee and is not satisfied that the grievance was resolved at step 1 the employee or their representative shall present the grievance in writing to the Fire Chief within five (5) workdays of the response from the supervisor at step 1. If the supervisor (at step 1) does not respond to the employee within three (3) of the employee's workdays, the employee must present their grievance within eight (8) workdays of the meeting with their supervisor.

- b. The grievance must state the Article and Section of the MOU alleged to be violated and provide as much narrative as possible as to why the employee believes their rights (under the MOU) have been violated. If the Association is the grievant, the written grievance must be submitted within five (5) workdays of the date of the occurrence giving rise to the grievance or the time within which the Association knew or should have known of the occurrence.
  - c. Within seven (7) calendar days of the submission of the grievance, the Fire Chief, or designee, shall meet with the grievant and the grievant's representative, if any. Within seven (7) days of the meeting, the Fire Chief or designee shall provide a written decision regarding the grievance and send it to the grievant.
3. Step Three - Chief Talent Officer
- a. If the grievant is not satisfied that the grievance was resolved at step 2, the employee or their representative shall present the grievance in writing to the Chief Talent Officer within five (5) workdays of the response from the Fire Chief at step 2.
  - b. Within ten (10) calendar days of the presentation of the grievance at step 3, the Chief Talent Officer and, if necessary, other City representatives, will meet with the grievant and the grievant's representatives to discuss the grievance. The meeting will take place during regular City Hall business hours at a mutually agreeable time.
  - c. If the grievance is not resolved at the meeting at step 3, the Chief Talent Officer shall, within ten (10) calendar days provide a written decision regarding the grievance and send it to the grievant.
4. Step Four - City Manager
- a. If the grievant is not satisfied that the grievance was resolved at step 3, the employee or their representative shall present the grievance in writing to the City Manager within five (5) workdays of the response from the Department Head at step 3.
  - b. Within ten (10) calendar days of the presentation of the grievance at step 4, the City Manager or their designee and, if necessary, other City representatives, will meet with the grievant and the grievant's representatives to discuss the grievance. The meeting will take place during regular City Hall business hours at a mutually agreeable time.
  - c. If the grievance is not resolved at the meeting at step 4, the City Manager or their designee shall, within ten (10) calendar days provide a written decision regarding the grievance and send it to the grievant.
5. Step Five (City Council)
- a. If the grievance has not been resolved in the foregoing steps, the grievant or the grievant's representative shall advise the City Manager in writing within fifteen calendar days following receipt of his disposition and advise the City Clerk that the matter is being referred to the City Council.
  - b. The City Clerk will set the matter for hearing before City Council or its Hearing Officer (if a hearing officer is selected, the City will consult with the association regarding the selection of the hearing officer) not less than ten or more than thirty calendar days with representatives of the union.
  - c. The decision of the City Council will be forwarded to the grievant within ten days of the conclusion of the hearing.

C. Rules regarding the Grievance Procedure

1. No employee shall be subject to any adverse actions or consequences filing of a grievance in good faith.
2. An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure.
3. Grievances must be filed as described in the steps. Unless there is an agreement in writing to extend any of the time timelines, if the grievance is not timely filed, it shall be deemed to be either untimely or abandoned and no grievance shall be deemed to exist.
4. Grievances involving the same or similar issues may be consolidated for presentation at the discretion of the City.
5. Any grievance may be withdrawn by the grievant at any time.
6. Any step or steps in this grievance procedure can be waived by agreement between the grievant and the City Manager or their designee.
7. This grievance procedure is the sole and exclusive method for alleging a violation, misinterpretation or misapplication of any provision of this MOU.

**ARTICLE 33 – FITNESS FOR DUTY EXAMINATIONS**

An employee may be required to participate in a fitness for duty medical examination with City physician if a determination is made that the examination is job-related and consistent with business necessity. The examination may only be requested by the Fire Chief, with the approval of the Human Resources Department. Such an examination will only be required if it is determined based on objective evidence that the employee is having difficulty performing their job.

**ARTICLE 34 – NO-STRIKE/CONCERTED ACTIVITIES**

The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted public safety services.

During the term of the MOU and the completion of labor negotiations, or until either party declares impasse and extensions thereto mutually agreed upon for the purpose of negotiating a successor MOU, or any other reason mutually agreed upon, no employee of the Unit shall engage in any form of concerted action to withhold service from the City. In the event of any interruption of work, the Association agrees to immediately advise all of its members to not participate.

A strike is never permitted since members of the unit are not permitted to strike per the law.

**ARTICLE 35 – NON-SMOKING OR USE OF TOBACCO PRODUCTS**

Employees are prohibited from smoking tobacco products or vaping in City facilities and vehicles at any time.

**ARTICLE 36 – ENTIRE AGREEMENT AND SEVERABILITY**

**Section 36.1 - Entire Agreement**

This MOU supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes

collective bargaining for its term unless otherwise expressly provided herein.

The City and the CFA, for the duration of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter covered in this MOU, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. The parties acknowledge that there may be terms and conditions of employment not specifically included in this MOU, that may qualify as a past practice. If such past practices exist, they cannot be changed without completing the meet and confer process. This section does not waive the right to bargain over any subject or matter not covered in this MOU which is a mandatory subject of bargaining.

**Section 36.2 - Severability**

If any provision of this MOU is deemed by a court of competent jurisdiction to be illegal or otherwise unenforceable, the remaining provisions of this MOU shall remain in full force and effect. In the event of such invalidation, the City and the Association shall meet and confer in good faith concerning such invalidation.

**ARTICLE 37 – NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, sexual orientation, medical condition, gender, gender identity, gender expression, color, sex, age, disability, national origin, ancestry, or any other protected classification recognized by the law.

**FOR THE CITY OF CORONA**

DocuSigned by: <i>Angela Rivera</i> 34926F621C634BF...	12/20/2021
Angela Rivera Chief Talent Officer	_____
	Date
DocuSigned by: <i>Kim Sitton</i> AE6AA49B0BD44E7...	12/20/2021
Kim Sitton Finance Director	_____
	Date
DocuSigned by: <i>Peter Brown</i> 39F1B2F7AD604D5...	12/20/2021
Peter J. Brown Chief Labor Negotiator	_____
	Date

**FOR THE CORONA FIREFIGHTERS ASSOCIATION**

DocuSigned by: <i>Irevor Walsh</i> 2A7C4972E8A6440...	12/8/2021
Irevor Walsh President, CFA	_____
	Date
DocuSigned by: <i>Matthew Fortine</i> 6869E9214F7B449...	12/8/2021
Matt Fortine Secretary Treasurer, CFA	_____
	Date