

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EL CAJON

AND

**EL CAJON PROFESSIONAL FIREFIGHTERS
LOCAL 4603 (ECPFF)**

July 1, 2015 – June 30, 2017

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 CITY OF EL CAJON
 AND
 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)
 LOCAL 4603**

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ARTICLE 1 - INTENT

Pursuant to the provisions of the Meyers-Milias-Brown Act and the Employer-Employee Relations Procedure of the City of El Cajon, this Memorandum of Understanding, hereinafter referred to as an "MOU", is entered into by the staff of the CITY OF EL CAJON, hereinafter referred to as the "CITY", and the EL CAJON PROFESSIONAL FIREFIGHTERS LOCAL 4603, hereinafter referred to as the "ASSOCIATION", which is to be in effect from July 1, 2015, through June 30, 2017.

The purpose of this MOU is to provide orderly procedures for the administration of employer-employee relations between the CITY and the ASSOCIATION, for the establishment of fair and reasonable wages, hours and other conditions of employment for employees in the classifications of Firefighter, Fire Engineer, Paramedic/Firefighter, Paramedic/Engineer, Fire Captain and Fire Battalion Chief, hereinafter referred to as the "EMPLOYEE(S)" and for the peaceful and equitable resolution of disputes arising thereof.

This MOU has been reached through the process of "Meet and Confer" with the objective of fostering effective cooperation between the CITY, the ASSOCIATION and the EMPLOYEES it represents.

ARTICLE 2 - RECOGNITION

The ASSOCIATION is recognized as the majority representative for EMPLOYEES in the classifications of Firefighter, Paramedic Firefighter, Fire Engineer, Paramedic Engineer, Fire Captain and Fire Battalion Chief.

ARTICLE 3 - COMPENSATION

SECTION A. SALARY

Represented employees shall receive the following salary increases to be reflected in the salary schedules of each classification.

1. 4.0% general increase to all represented classifications effective the first full pay period after July 1, 2015, or the first full pay period after ratification by the City Council, whichever is later.
2. 2.25% general increase to all represented classifications effective the first full pay period after July 1, 2016.
3. For Fire Engineers only, an annual \$500 non-PERSable stipend payable on the last pay day of each June. This stipend shall not be counted as salary for purposes of calculating retirement benefits as described in Article 6, Section E.

TOTAL INCREASES DURING TERM OF MOU:

Firefighter/FFPM	2015	4.0%
	2016	2.25%
Engineer	2015	4.0%
	2016	2.25%
Fire Captain	2015	4.0%
	2016	2.25%
Battalion Chief	2015	4.0%
	2016	2.25%

FIREFIGHTER
(Effective Pay Period Ending July 17, 2015)

Range Step	92.2 A	B	C	D	92.2 E
Hourly Rate (112 hr pp)	\$19.86				\$24.21
Approximate Monthly	\$4,819.36				\$5,874.96
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

FIRE ENGINEER
(Effective Pay Period Ending July 17, 2015)

Range Step	97.7 A	B	C	D	97.7 E
Hourly Rate (112 hr pp)	\$22.76				\$27.73
Approximate Monthly	\$5,523.09				\$6,729.15
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

PARAMEDIC/FIREFIGHTER
(Effective Pay Period Ending July 17, 2015)

Range Step	97.1 A	B	C	D	97.1 E
Hourly Rate (112 hr pp)	\$22.42				\$27.32
Approximate Monthly	\$5,440.59				\$6,629.65
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

PARAMEDIC/ENGINEER
(Effective Pay Period Ending July 17, 2015)

Range Step	102.8 A	B	C	D	102.8 E
Hourly Rate (112 hr pp)	\$25.81				\$31.45
Approximate Monthly	\$6,263.23				\$7,631.87
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

FIRE CAPTAIN
(Effective Pay Period Ending July 17, 2015)

Range Step	103.3 A	B	C	D	103.3 E
Hourly Rate (112 hr pp)	\$26.13				\$31.84
Approximate Monthly	\$6,340.88				\$7,726.51
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

FIRE BATTALION CHIEF
(Effective Pay Period Ending July 17, 2015)

Range Step	109.9 A	B	C	D	109.9 E
Hourly Rate (112 hr pp)	\$30.76				\$37.47
Approximate Monthly	\$7,464.43				\$9,092.72
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

FIREFIGHTER
(Effective First Full Pay Period After July 1, 2016)

Range Step	93.1 A	B	C	D	93.1 E
Hourly Rate (112 hr pp)	\$20.31				\$24.75
Approximate Monthly	\$4,928.56				\$6,006.00
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

FIRE ENGINEER
(Effective First Full Pay Period After July 1, 2016)

Range Step	98.6 A	B	C	D	98.6 E
Hourly Rate (112 hr pp)	\$23.27				\$28.35
Approximate Monthly	\$5,646.85				\$6,879.60
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

PARAMEDIC/FIREFIGHTER
(Effective First Full Pay Period After July 1, 2016)

Range Step	98.0 A	B	C	D	98.0 E
Hourly Rate (112 hr pp)	\$22.92				\$27.93
Approximate Monthly	\$5,561.92				\$6,777.68
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

PARAMEDIC/ENGINEER
(Effective First Full Pay Period After July 1, 2016)

Range Step	103.7 A	B	C	D	103.7 E
Hourly Rate (112 hr pp)	\$26.39				\$32.16
Approximate Monthly	\$6,403.97				\$7,804.16
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

FIRE CAPTAIN
(Effective First Full Pay Period After July 1, 2016)

Range Step	104.2 A	B	C	D	104.2 E
Hourly Rate (112 hr pp)	\$26.72				\$32.55
Approximate Monthly	\$6,484.05				\$7,898.80
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

FIRE BATTALION CHIEF
(Effective First Full Pay Period After July 1, 2016)

Range Step	110.8 A	B	C	D	110.8 E
Hourly Rate (112 hr pp)	\$31.45				\$38.31
Approximate Monthly	\$7,631.87				\$9,296.56
Salary Review	Hire Rate	After 6 months	After 1 year	After 1 year	After 1 year

Each Fire Captain who maintains EMT certification will be compensated an additional \$75 per month as part of base salary. The CITY will continue to provide training on duty and pay all fees. If a Fire Captain fails to qualify for the EMT certificate, he/she will not be subject to discipline for that reason.

SECTION B. NORMAL SALARY ADVANCEMENT FOR FIRE CAPTAINS AND FOR BATTALION CHIEFS.

Fire Captains and Fire Battalion Chiefs shall be eligible for advancement to Step B if they were appointed to Step A. Steps C, D and E are provided for Fire Captains and Fire Battalion Chiefs who are fully qualified, experienced and ordinarily conscientious in their work, therefore, upon completion of at least one year of service in Step B, C, or D, an EMPLOYEE may be advanced to the next highest step.

Advancement to Step B or B “prime” is an incentive adjustment to encourage Fire Captains and Fire Battalion Chiefs to improve their work. Fire Captains and Fire Battalion Chiefs shall be made eligible for this adjustment if they were appointed to Step A or A “prime” and if they have completed six months satisfactory service in Step A or A “prime.”

SECTION C. APPLICATION OF THE COMPENSATION SCHEDULE

The salary range as set forth for each classification shall be applied in accordance with the following:

1. New Appointments

The minimum rate for the class shall generally apply to EMPLOYEES upon original appointment. When circumstances warrant it, however, an original appointment or reinstatement may be made at a rate other than the minimum. The City Manager shall decide each case based in part on the experience and training of each EMPLOYEE involved and according to the needs of the CITY.

2. Advancement Provisions

No salary advancement shall be made so as to exceed any maximum rate established in the compensation schedule for the class to which the advanced EMPLOYEE'S position is allocated. Advancement shall depend upon increased service value of an EMPLOYEE to the CITY as exemplified by the recommendations of their department head, length of service, performance record, special training undertaken, or other pertinent evidence, within the advancement policy established by the compensation schedule. The advancement of an EMPLOYEE, therefore, is one in which actual merit and not time alone governs.

EMPLOYEES shall be recommended for pay increases then only when they clearly deserve advancement as indicated by at least a competent rating on their last performance evaluation, and not simply according to the lapse of a time period.

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics advancement to Step B or B "prime" is an incentive adjustment to encourage these EMPLOYEES to improve their work. These EMPLOYEES shall be made eligible for this adjustment if they were appointed to Step A or A "prime" and if they have completed six months satisfactory service in Step A or A "prime."

3. Pay Increases Other Than Advancement and Promotion

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics the provision governing the granting of pay increases specified above shall apply to all pay increases as well as advancements.

SECTION D. STEP Y

Step Y of a salary range in any class is defined as any rate of pay in excess of the maximum step prescribed for a class. EMPLOYEES at the Y step shall retain the same rate of pay they were receiving immediately prior to being assigned to the Y step. EMPLOYEES may be assigned to Step Y who are reclassified from a class or position in which they acquired regular status to a class or position with a lower salary maximum than their present position, or they may have their salary reduced, whichever, in the opinion of the appointment authority, meets the needs of the CITY. EMPLOYEES with regular status may appeal a salary reduction to the Personnel Commission.

SECTION E. PROMOTION TO ANOTHER CLASS

Upon promotion, "EMPLOYEES" shall receive a five percent increase in pay, subject to the following conditions: The position held by the EMPLOYEE immediately prior to the promotion must have been held under a regular or probationary appointment. EMPLOYEES shall be paid at a rate which is at least as high as they would receive if they were entering the classified service in the class to which they are promoted. No EMPLOYEES who are receiving compensation at the Y rate immediately prior to promotion shall have their salary reduced by reason of such promotion.

SECTION F. VOLUNTARY DEMOTION

An EMPLOYEE may request a voluntary demotion for any reason. Such voluntary demotion shall require the recommendation of the EMPLOYEE'S Department Head and the approval of the City Manager. Voluntary demotions shall not result in salary increases.

An EMPLOYEE taking such a voluntary demotion shall be placed in the appropriate salary range of the classification to which the EMPLOYEE is taking the voluntary demotion, that would be commensurate with the salary said EMPLOYEE would have been receiving had said EMPLOYEE remained in the old job classification.

Voluntary demotion as a result of an impending layoff shall be in accordance with the provisions of the Layoff Procedure Article.

SECTION G. TRANSFER TO ASSIGNMENT WITHIN THE CLASSIFICATION

When a transfer of assignment is made within a given classification, there shall be no salary increase or decrease because of such transfer.

SECTION H. INEQUITABLE COMPENSATION

If, in the opinion of the City Manager, the application of the provisions of this Article results in compensating EMPLOYEES at an inequitably low rate compared to other EMPLOYEES in the same class, the City Manager may raise such salary to the step deemed most equitable. Such actions shall not be contrary to the general intent and spirit of this Article. If a disagreement arises between a petitioning party and the City Manager as to whether an inequity exists or not, the petitioning party may use the normal appeal and/or grievance procedure as set out in this MOU.

SECTION I. ENTRY-LEVEL SALARY - FIREFIGHTER

The CITY shall retain the right to establish the Entry-level salary for probationary Firefighters at a level deemed appropriate for recruitment purposes.

SECTION J. EMERGENCY MEDICAL TECHNICIAN

All non-paramedic Firefighters and Engineers shall acquire and maintain EMT certification. Each Firefighter and Engineer who maintains certification will be compensated \$75 per month as part of base salary beginning July, 2001. The City will continue to provide training on duty and pay all fees. If an employee attempts but fails to qualify for the EMT certificate he/she will not be subject to disciplinary action for that reason.

SECTION K. REIMBURSEMENT OF EXPENSES IN OBTAINING REQUIRED LICENSES

Fees for permits or licenses that are required as a qualification for a job are not usually reimbursable.

However, the CITY shall reimburse Fire Engineers and Firefighters who meet Department determined guidelines outlined in a policy, for the difference in cost between a Class B driver's license and a Class C driver's license, if any. The CITY will also cover the costs of the physical examination required for Class A or B driver's licenses when such a license is required by the EMPLOYEE'S position classification and the physical examination is performed by the CITY's industrial medical provider. If license regulations change, equivalents will be recognized.

In addition, the CITY shall reimburse Fire Captains who maintain Department required licenses as determined by the Fire Chief in policy.

Fees should be budgeted departmentally. However, any claims not budgeted shall be submitted by the EMPLOYEE through the department head to the Director of Human Resources for disposition. The claim for reimbursement shall include a statement indicating the reason a license or permit is required and receipts for all costs incurred must be attached. The department head shall make a recommendation to approve or deny the claim.

SECTION L. PAYDAYS/EARLY CHECKS

1. Payday

The CITY'S regular paydays shall be every other Friday. Every effort will be made to distribute paychecks at this time. In the event of unforeseeable delays, delivery of paychecks will be made as expeditiously as possible.

2. Early Paychecks

The CITY will attempt to deliver the bi-weekly paychecks to EMPLOYEES after 3:00 p.m. on the Thursday preceding the normal Friday payday. It is mutually recognized, however, that the normal payday will remain as Friday and the CITY is under no contractual liability to assure delivery on any day other than a normal payday.

SECTION M. WORKDAY, WORKWEEK, HOURS, WORK SCHEDULE

1. Workday

a. Workday - Suppression

The workday normally shall consist of twenty-four (24) consecutive, uninterrupted hours including rest and meal breaks for EMPLOYEES assigned to Fire Suppression. Duties performed during breaks and meal periods by the EMPLOYEE are considered to be on duty.

b. Workday - Prevention/Administration

The workday normally shall consist of nine (9) consecutive hours, except for interruptions for two rest breaks and the one (1) hour lunch break.

2. Workweek

- a. For EMPLOYEES assigned to Fire Suppression, the workweek is an average of fifty-six (56) hours.
- b. For EMPLOYEES assigned to Fire Prevention or Administration, the workweek is considered to be forty (40) hours.

3. Hours, Work Schedules

- a. EMPLOYEES assigned to Fire Suppression shall work the twenty-four (24) hour shift, fifty-six (56) hour average week, three (3) platoon work schedule, twenty-four (24) day cycle.
- b. EMPLOYEES assigned to Fire Prevention may be required to alter their normal work schedule, if the workload so requires the change.

ARTICLE 4 - PREMIUM PAY

SECTION A. OVERTIME

- 1. Overtime compensation is payable at 1 1/2 times the EMPLOYEE'S regular rate of pay if previously approved by the Fire Chief or designee. Those EMPLOYEES working Fire Prevention or Administration shall be paid 1 1/2 times the regular rate for all time worked in excess of 40 hours per week. For Fire Suppression, EMPLOYEES shall be paid overtime for all hours worked beyond their regular 24-hour shift, or on a scheduled day off. Overtime compensation shall be payable in cash or compensatory time off, at the election of the EMPLOYEE.
- 2. For purposes of FLSA. overtime pay, all hours in a paid status over 182 hours in a 24-day work cycle for those EMPLOYEES in Fire Suppression and those hours over 40 hours per seven (7) day work cycle for those in Fire Prevention shall be paid at the time and one-half pay rate. All others shall be paid at straight time.
- 3. Suppression Personnel covered under this MOU shall be compensated at 1.5 times the regular rate for hours in excess of the normal work schedule when assigned to support emergency incidents. Compensatory time shall include the entire time of commitment, beginning at the time of initial dispatch from home base to the time of return to home base upon completion of assignment.

For Battalion Chiefs and/or other staff on a scheduled 40-hour work week, compensation shall be payable at 1.5 times the regular rate of pay for hours in excess of the normal work schedule, when assigned to support emergency incidents. Compensatory time shall include the entire time of commitment, beginning at the time of initial dispatch from home base to the time of return to home base upon completion of assignment.

SECTION B. COMPENSATORY TIME

Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics shall be allowed to accumulate a maximum of 36 hours of comp time (one hour of overtime equals one and one-half hours of comp time). Fire Captains and Fire Battalion Chiefs shall be allowed to accumulate a maximum of 72 hours of compensatory time off (one hour of overtime equals one and one-half hours of compensatory time off).

SECTION C. TEMPORARY UPGRADE

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics, EMPLOYEES temporarily assigned to a higher position by the supervisor and who receive department approval shall be compensated 5% for any time in excess of one shift (24 hours) during which they perform such duties. At the conclusion of the assignment, the EMPLOYEE'S salary shall return to the normal rate prescribed for their regular classification. A long-term temporary assignment to a higher position will not exceed three calendar months at one time unless the Fire Chief determines that operational needs require an exception.

For Fire Captains and Fire Battalion Chiefs, EMPLOYEES temporarily assigned to a higher position by his/her supervisor and it is approved by the City Manager then the EMPLOYEE shall be granted a temporary advancement equivalent to a minimum of 5% or to "A" Step of the range to which the EMPLOYEE would be in if promoted to the position. This pay shall be for the period in excess of 80 hours' time during which an EMPLOYEE is required to perform the duties of the higher position. At the conclusion of such assignment, the EMPLOYEE'S salary shall be reduced to the normal rate prescribed for the EMPLOYEE'S classification. Acting status which exceeds six months requires additional City Manager approval.

SECTION D. COURT TIME (For job related subpoena)

1. Following is the overtime procedure when an EMPLOYEE is required to appear before a judicial, legislative or administrative entity with the power of subpoena.
 - a. El Cajon Municipal Court:

In addition to thirty (30) minute travel and preparation time, EMPLOYEES shall receive a minimum of two (2) hours pay, at the normal overtime rate, when they are responding to subpoenas outside of their normal work day or work week.
 - b. Superior Court or other judicial, legislative or administrative entity with the power of subpoena located in downtown San Diego:

In addition to the one (1) hour of travel and preparation time, EMPLOYEES shall receive a minimum of two (2) hours pay, at the overtime rate, when they are responding to subpoenas.
 - c. In those instances where the court appearance is continued into the regularly scheduled shift, the EMPLOYEE shall only be paid court pay for that period prior to

start of said shift including travel time of 1/2 hour. The same applies to the court appearances that extend beyond a regular shift.

SECTION E. CALL-BACK

1. EMPLOYEES who are required to report for regular duty on an unscheduled basis, with less than 24 hours advance notice, are eligible for call-back compensation. This includes compensation for travel time 1/2 hour prior to and 1/2 hour after, in addition to the total hours worked, and shall be paid a minimum of two hours.
2. In those instances where the call continues into the regularly scheduled shift, only the 1/2 hour prior to the call-out will be credited.
3. In addition, the 1/2 hour after the shift will not be credited in those instances where the EMPLOYEE is required to remain on duty after completion of the regularly scheduled shift.

ARTICLE 5 - PERQUISITES

SECTION A. UNIFORM AND EQUIPMENT ALLOWANCE

The annual uniform and equipment allowance shall be \$500.00 per year. Annual payments will be made during the month of July. All employees shall maintain a Class A uniform. The City will purchase the initial Class A (dress) uniform for newly-hired employees upon successful completion of probation.

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics, the uniform and equipment allowance for newly hired EMPLOYEES shall be pro-rated over the twelve-month period from the actual hire date to the following July 1.

SECTION B. EDUCATIONAL INCENTIVE PROGRAM

1. A 2-1/2% salary increase shall be granted to any regular EMPLOYEE who, (1) possesses an Associate of Arts or Associate of Science Degree in Fire Science or related field, and (2) has attained Step "E" of the compensation plan or has 42 months of service as an EMPLOYEE of the CITY with a performance rating of Satisfactory or better. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions in the Fire Department.

OR

2. A 5% salary increase shall be granted to any EMPLOYEE who (1) possesses a Baccalaureate Degree and (2) has attained Step "E" of the compensation plan or has completed a minimum of 42 months of service as an EMPLOYEE of the CITY with a performance rating of Satisfactory or better. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions in the Fire Department.

3. It shall be the personal responsibility of each individual to forward to the Director of Human Resources documents which certify to their eligibility. Additional compensation shall not commence until these documents have been received by the Director of Human Resources.

For purposes of this section, the Associate of Arts, Associate of Science or Baccalaureate Degree must be from an accredited educational institution approved by the Council on Post Secondary Education.

4. The educational incentives described above in Section B (1, 2 & 3) shall not be made available to new employees hired after July 1, 2001. All employees eligible for educational incentives and hired before July 1, 2001 shall continue to receive the incentives.

SECTION C. TRAVEL REIMBURSEMENT

The travel reimbursement allowance will be at the current IRS rate for EMPLOYEES required to use their personal vehicles in the conduct of CITY business. Reimbursement shall be in accordance with current CITY travel allowance policy. Employees acknowledge changes to the City's Travel Policy, Policy # E-4, as revised in June 2011 and that revised policy is in full effect.

No separate meal allowance or reimbursement shall be provided when the event attended provides a meal in the admission price.

SECTION D. TUITION AND BOOK REIMBURSEMENT

1. Tuition and the cost of books actually paid will be refunded to all regular CITY EMPLOYEES with at least a Satisfactory rating on the most recent performance report for professional and technical courses taken in accredited educational institutions provided that:
 - a. The subject matter of the course relates directly to and contributes toward the performance of the EMPLOYEE'S position with the CITY.
 - b. Before receiving reimbursement, the EMPLOYEE shall furnish evidence of completing the course work with a grade of "C" or better in undergraduate work, and a grade of "B" or better in graduate work, except where an average grade of "C" is acceptable for graduation by the educational institution. For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics, book reimbursement will also be made.
 - c. For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics additional seminars or classes are eligible for reimbursement if proof of attendance is submitted. These do not require grades and must be taken on the EMPLOYEE'S own time. Fire classes must be deemed job-related by the shift-training officer to be eligible for reimbursement.

- d. To encourage continuous education and supervisory-management training the CITY will include, within the Tuition Reimbursement Policy, the opportunity for the Fire Captains and Fire Battalion Chiefs to use the allowance to help defer cost of attending relevant seminars, workshops, conferences and classes (not necessarily requiring a grade) which promote professional growth (Administrative Policy E-5). In addition, Fire Captains and Fire Battalion Chiefs may apply this allowance toward related lodging, meals and other travel costs in compliance with the procedure for Travel and Meetings as established in (Administrative Policy E-4)

2. Maximum Reimbursement

The maximum reimbursement for any course or courses shall be \$750 per individual per fiscal year.

3. Administration

The responsibility for administering this plan is placed with the City Manager.

SECTION E. DEFERRED COMPENSATION

1. The CITY agrees to continue to provide an Internal Revenue Code Section 457 Deferred Compensation Plan.
2. The City Manager is designated as the Plan Administrator and may appoint a Deputy Plan Administrator.
3. The CITY shall monitor, administer and account for all funds distributed as deferred compensation, and shall charge no fees of any kind to the EMPLOYEES or against funds deposited on behalf of the EMPLOYEES.
4. When a participant in the Plan becomes eligible to collect all accumulated funds deferred on his/her behalf, the CITY shall disburse funds according to the EMPLOYEE'S participation agreement.
5. A Deferred Compensation Plan Advisory Committee is hereby established. This Committee is advisory to the Plan Administrator. The prime purpose of the Committee is to assist the Plan Administrator in ensuring that the Plan is properly administered and that participants receive good service. Thus the role of the Committee is to receive comments, suggestions and complaints from EMPLOYEES and participants; to evaluate any such input, and in turn, make recommendations to the Plan Administrator.
6. A secondary purpose of the Committee is to review emergency withdrawal requests and recommend a course of action to the Plan Administrator.
7. The Committee membership is comprised of a representative from each EMPLOYEE association and a retired EMPLOYEE Plan participant who is currently receiving periodic payments of deferred compensation, and a management representative. The

EMPLOYEE association representatives would jointly select the retired EMPLOYEE Plan participant. Whereas these are voting members, the Director of Finance would be chairperson of the Committee to facilitate Committee business, but is non-voting.

8. The Committee will meet upon the call of any of its voting members, the meeting to be convened by the chairperson.
9. In the event that the Plan Administrator contemplates changing where and/or how monies in the Deferred Compensation Fund are invested, the Administrator will provide the Committee the opportunity to review the changes and make recommendations pertaining thereto. However, this provision will apply only to changes after June 30, 1984.
10. The City agrees to establish a committee to research ICMA's Retiree Health Savings Plan. The study is to be completed no later than January 2, 2007.

ARTICLE 6 - HEALTH AND WELFARE

SECTION A. MEDICAL INSURANCE

The CITY agrees to continue the CalPERS Health Benefits Program that was adopted on January 1, 1986. From the total allotted under the cafeteria benefit, the CITY agrees to pay to CalPERS the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum toward the cost of any CalPERS health plan which the EMPLOYEE chooses, if any. The EMPLOYEE agrees to be liable for the difference between the total cost of the health plan chosen and the CITY's contribution of the PEMHCA statutory minimum. This benefit shall be part of the Section 125 cafeteria plan.

SECTION B. DENTAL INSURANCE

The CITY agrees to offer the EMPLOYEES choice of two (2) dental insurance plan options. EMPLOYEES may participate in a plan and pay the entire cost thereof.

SECTION C. LIFE INSURANCE

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics the CITY agrees to continue to provide life insurance in the amount of \$25,000 per EMPLOYEE, for which the CITY agrees to pay the cost. For Fire Captains and Fire Battalion Chiefs, the CITY agrees to continue to provide life insurance in the amount of one and one-half times the Employee's annual salary plus \$25,000 per EMPLOYEE, for which the CITY agrees to pay the cost.

SECTION D. CAFETERIA BENEFIT PLAN

The CITY implemented an Internal Revenue Code Section 125 cafeteria plan ("PLAN") on or about August 1, 1989. The PLAN contains provision for employer contribution and EMPLOYEE flexible spending accounts. The PLAN, if practical, shall be written to provide for

all allowable benefits. This MOU shall control which of those benefits are utilized and the dollar amount of any employer contribution.

Whereas the CITY will continue to make available individual term life insurance, such insurance will not be part of the PLAN and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

Each EMPLOYEE who elects coverage from a CalPERS health plan shall have the PEMHCA statutory minimum paid by the CITY to PERS (See Section A of this Article) for that benefit. The remaining cafeteria benefit allowance can be used for other cafeteria selections or as taxable income. (This PEMHCA statutory minimum is the amount which is paid to CalPERS on behalf of retirees electing such insurance.) An EMPLOYEE who elects not to be covered under a CalPERS' health insurance plan may use the total amount of the cafeteria benefit for other eligible benefits.

Effective the first full pay period in January, 2016, the cafeteria benefit allowance shall be \$1,000 per month. Effective the first full pay period in January 2017, the cafeteria benefit allowance will be increased to \$1,050 per month.

In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as "salary reduction" item; i.e., paid with before-tax dollars. If the allowance exceeds the total cost of benefits selected, the difference shall be paid to the EMPLOYEE as cash.

SECTION E. RETIREMENT SYSTEM (PERS)/BENEFIT IMPROVEMENTS

The CITY entered into a contract with the Public Employees' Retirement System, hereinafter referred to as PERS, effective January 1, 1959.

1. Retirement Formula and 1959 Survivor Benefit

- a. The CITY has provided the 2% at age 50 PERS retirement plan with the 1959 Survivor Benefit effective October 5, 1974. In exchange for this benefit, the ASSOCIATION agreed to relinquish all present and/or future rights they may have against the CITY's contributions on their behalf for coverage under the Social Security Act. The CITY implemented the Third level of the 1959 Survivor's Benefit September 2, 1988. For those employees hired on or after August 10, 2010, the City will provide the PERS 3%@55 benefit with the final compensation based on the "Three Years - Career Average".

The CITY put into effect as of the pay period ending March 17, 1989, the following:

One-year Highest Compensation (Section 20024.2) [Except for those subject to section 5 below].

- b. The CITY withdrew from Social Security membership and adopted the Public Safety 2% at age 50 benefit through PERS in 1974. As agreed, the CITY contributes an amount not to exceed 2.5% of the first \$13,200 annual earnings or

\$330 per year to the CITY's deferred compensation plan for ASSOCIATION-represented individuals on the payroll October 1, 1974. Individuals who separated from CITY employment after October 1, 1974, and have been or will be rehired, will not be eligible for this benefit.

- c. Post Retirement Survivor Allowance (Section 21263) was implemented in 1992.
- d. The CITY agrees to enter into an agreement with PERS to provide the 3% at age 50 enhanced retirement benefit pursuant to Government Code Section 21362.2. Said benefit shall be effective June 30, 2002. [Not applicable to those subject to section 5 below].

2. Military Service Credit

- a. The contract with the Public Employees' Retirement System has been amended to allow eligible EMPLOYEES to receive military service credit as outlined in Section 20930.3 of the Public Employees' Retirement Law.
- b. The contract with the Public Employees' Retirement System has been amended to provide that after October 1, 1977, any EMPLOYEE electing to receive military credit toward retirement shall pay the cost of the time credited.

3. Sick Leave Credit

- a. The contract with PERS was amended to include unused sick leave at retirement credit as outlined in Section 20862.8 of the Public Employees' Retirement Law. At retirement, EMPLOYEES will be allowed to select the unused sick leave retirement credit benefits and/or the unused sick leave reimbursement program. This will have no effect on the annual unused sick leave conversion program.

4. No City Paid Employee Contribution

- a. Currently, the EMPLOYEE pays the 9% EMPLOYEE'S share of the retirement cost.

Any State mandated or other increases in the cost of the retirement system resulting from increases in the benefit level of the current plan are subject to future negotiations between the CITY and the ASSOCIATION. Any such cost increases will not automatically be absorbed by the CITY as part of the fully paid plan.

- b. In 1999, the City agreed to adopt PERS Section 20636(c) whereby the Employer Paid Member Contributions are reported to PERS as compensation. Employer Paid Member Contributions are currently 0%.

5. New Members

Employees who qualify as "New Members" as that term is defined by the California Public Employees' Pension Reform Act of 2013 ("PEPRA") shall have the benefits that are required by PEPRA, which include, but are not limited to:

- a. 2.7% @ 57 retirement formula;
- b. 3 year final compensation;
- c. Pay employee contribution equal to 50% of normal cost and no Employer Paid Member Contributions; and
- d. Stricter limits on reportable compensation (referred to as "pensionable" compensation under PEPRA).

SECTION F. PARAMEDIC/EMT CONSIDERATIONS

Effective July, 1999, the new classification of Paramedic/Firefighter will be created as a separate classification. The salary range of the Paramedic/Firefighter classification shall include the current monthly \$450 Paramedic pay and bi-annual \$750 recertification pay. For purposes of future compensation survey comparisons, recertification pay of other agencies will be included.

Paramedic/Firefighters hired prior to 1984 will not be required to maintain Paramedic classification.

SECTION G. MANDATORY MESS

All EMPLOYEES covered by this agreement shall participate in a mandatory meal mess. Such arrangement will be administered by the ASSOCIATION in accordance with applicable laws.

The Fire Department intends to continue the practice of providing meals during major incidents when personnel cannot be released for meal breaks.

ARTICLE 7 - LEAVES - TIME OFF

SECTION A. VACATION

1. Earned Vacation - Full Time

Each EMPLOYEE shall be credited with annual vacation with pay according to their number of months of continuous, uninterrupted, full-time service as follows:

2. Vacation Rate

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics, Fire Shift EMPLOYEES shall receive vacation in lieu of holidays in accordance with Article 7, Section B-1 of this MOU and in addition, be credited with regular vacation per the following schedule:

- a. 6.90 working hours of vacation accrued bi-weekly, from date of hire until completion of the 60th month.

- b. 10.12 working hours of vacation accrued and credited bi-weekly following completion of the 60th month through the 180th month; and
- c. 13.34 working hours of vacation accrued and credited bi-weekly following completion of the 180th month and succeeding months of service.

For Fire Captains and Fire Battalion Chiefs, Fire Shift EMPLOYEES shall receive vacation in lieu of holidays in accordance with Article 7, Section B-1 of this MOU and in addition, be credited with regular vacation per the following schedule:

- a. 9.20 working hours of vacation accrued bi-weekly, from date of hire until completion of the 60th month.
- b. 12.42 working hours of vacation accrued and credited bi-weekly following completion of the 60th month through the 180th month; and
- c. 15.64 working hours of vacation accrued and credited bi-weekly following completion of the 180th month and succeeding months of service.

Holiday credit is identified at 2.30 hours bi weekly and included in the Accruals

3. Vacation Credit Accumulation

In the event an EMPLOYEE does not take all of the vacation to which they are entitled to in any fiscal year, the balance may be accumulated to be taken in a subsequent fiscal year.

a. Maximum Vacation Accumulation

- (i) No employee shall accrue vacation unless his/her balance is below 672 hours. This 672 hour cap shall apply to all employees except those on a 40-hour work schedule. For those employees on a 40-hour per week work schedule, the cap shall be 480 hours.
- (ii) Employees can only exceed cap if there is a documented denial of use within preceding 12 months. The cap will then be extended by the amount denied for one year from date of denial.

b. Unused Vacation at Separation

Regular EMPLOYEES who separate from the CITY, whether voluntarily or involuntarily, shall be paid for all of the unused vacation time.

4. Vacation Schedules

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics an EMPLOYEE may take vacation leave during the calendar year provided said EMPLOYEE provides notice and the leave request is in accordance with Department policies and procedures and the proper leave request has been submitted and approved

by the Fire Chief or designee. Schedules of annual vacations shall be established in a Fire Department policy.

For Fire Captains and Fire Battalion Chiefs the EMPLOYEE selects vacation based on seniority and approved by the Fire Chief or designee based on the needs of the department. Schedules of annual vacations shall be established in a Fire Department policy. EMPLOYEES shall be limited to taking vacation in the amount of three (3) times the annual accrual at any one time.

5. Vacation Usage

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics requests to take more than two times the annual vacation in any one year will not normally be considered. If extenuating circumstances exist, such requests must have the approval of the City Manager. All newly hired employees shall be eligible for vacation immediately once they accrue a balance of leave time and otherwise satisfy the requirements to use vacation.

6. Time Exchange

Time Exchanges will be allowed in accordance with appropriate Fire Department policy.

7. Vacation Cash Conversion

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics any EMPLOYEE who has used a minimum of 112 hours vacation during the preceding calendar year (ex. February 1 through January 31) may cash in a minimum of 60 hours to a maximum of 240 hours of accrued unused vacation days during the following month.

If eligible Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics attach proof that 112 hours of vacation has been taken within the prescribed period, payment will be made within 10 City Hall working days from the last day of the request period. If the form is submitted without proof, the request will be processed as soon as reasonably possible thereafter.

Conversion of vacation to cash shall be calculated at the employee's current regular compensation rate.

For conversions of 112 to 240 hours, the employee must maintain a balance of at least 112 hours.

8. Catastrophic Leave

- a. This program allows one or more EMPLOYEES to donate vacation for use by another who, due to extensive or catastrophic illness or injury, has exhausted paid leave and is subsequently facing financial hardship. Each request will be considered on a case-by-case basis.

- b. Requests by an EMPLOYEE(S) to donate vacation and/or compensatory time are submitted for approval to the Director of Human Resources. After considering all issues and consultation with concerned parties, the Director of Human Resources will make a determination. Any request denied by the Director of Human Resources may be appealed to the City Manager.
- 1) Program is administered City-wide allowing hours to cross departments and EMPLOYEE bargaining groups. Management EMPLOYEES may also participate.
 - 2) Receiving EMPLOYEE must have exhausted all earned leave (sick leave, compensatory time and vacation/ vacation-in-lieu) and will/has entered leave without pay status.
 - 3) EMPLOYEE(S) donating time must transfer a minimum of eight hours and in whole hour increments thereafter.
 - 4) Donated hours are considered a gift to the recipient and irrevocable. Therefore, recipient is not required to "pay back" any hours received.
 - 5) Hours transferred will have an hour-for-hour value with no regard to dollar value of donor v. recipient.
 - 6) Unused hours will remain in the "fund" for future use to be determined by the Director of Human Resources.
 - 7) Once donated leave benefits become payable, temporary recovery may occur resulting in a future period(s) of disability. Approval procedures should not be necessary if periods of disability are separated by temporary recovery of 90 days or less.
 - 8) EMPLOYEES wishing to donate vacation hours must maintain a minimum vacation balance of 112 hours (after donation).
 - 9) Donated hours shall be coordinated with other available benefits but may not result in the recipient EMPLOYEE receiving more than his/her regular salary.

SECTION B. HOLIDAYS

In the event that the City Council grants a one-time additional holiday(s) to personnel not covered by this MOU, then the EMPLOYEES covered by this MOU shall be credited immediately with 8 hours (12 hours for Suppression) of vacation for each holiday.

1. Vacation in Lieu of Holidays

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics, EMPLOYEES who are required to work on a rotating shift schedule and/or whose assignment normally requires them to work holidays and who do not receive overtime or compensatory time off shall receive, in addition to the vacation specified in Article 7,

Section A, forty-nine and one-tenth (49.1) hours (1.88 hours accrued bi-weekly) of additional vacation in lieu of holidays. EMPLOYEES covered under this section shall receive additional in lieu hours for any holiday proclaimed by the President of the United States or the Governor of the State of California and granted by the City Council to personnel not governed under this section.

- a. Leave granted under this section shall be taken in accordance with Article 7. As of July 1st of each year, in addition to the vacation maximum outlined in Article 7, EMPLOYEES may not exceed a maximum balance of 60 hours in lieu time.

For Fire Captains and Fire Battalion Chiefs EMPLOYEES covered under this section shall receive additional in lieu hours for any holiday proclaimed by the President of the United States or the Governor of the State of California and granted by the City Council to personnel not governed under this section.

- 2. EMPLOYEES who receive vacation in lieu of holidays and are separated from service, either voluntarily or involuntarily, with less than twelve months continuous service, shall be granted all vacation in lieu of holidays earned, computed on the basis of actual number of holidays which occurred during their term of service.
- 3. The holidays of the CITY, with respect to every regular and every probationary EMPLOYEE, except as otherwise provided by the Article, shall be:
 - a. New Year’s Day
 - b. Washington’s Birthday
 - c. Memorial Day
 - d. Independence Day – July 4
 - e. Labor Day
 - f. Veterans Day
 - g. Thanksgiving Day
 - h. Friday following Thanksgiving
 - i. Christmas Day
 - j. and every day proclaimed as a public holiday

SECTION C. SICK LEAVE

- 1. Sick leave with pay shall be granted to all EMPLOYEES covered by this MOU in accordance with this section. Sick leave shall not be considered as a right which an EMPLOYEE may use at his/her discretion, but shall be allowed only in case of necessity and actual personal sickness or disability or (2) to attend to an illness or injury, including time for scheduled doctor or dentist appointment, of a person who is in the relationships to the employee as described in the California Labor Code §233, which currently includes:

Child	Parent	Spouse
Grand Child	Foster Child	Adopted Child
Step Child	Legal Ward	Child of Domestic Partner
Step Parent	Legal Guardian	Adoptive Parent
Foster Parent	Sibling	Parent-in-Law
Grand Parent	Registered Domestic Partner	Child of Person Standing in Loco Parentis

Abuse of sick leave privileges, as with all Rules, may be grounds for disciplinary action. EMPLOYEES should notify the Fire Department at least 1/2 hour prior to a start of said scheduled shift, if they will be off due to injury or illness.

a. Compensation Procedure

Employees covered by this MOU and assigned to fire suppression that are unable to perform their duties due to non-work-related personal injury or illness documented by a medical professional for 90 calendar days or more will, upon completing that 90th day, have one-half of their sick leave used during the injury/illness restored to their leave banks. Only the employee's own sick leave will be subject to restoration after the 90th day. Donated and/or catastrophic leave will not be subject to restoration.

Additionally, after the 90th calendar day, sick leave will be charged at one-half of the amount actually used.

b. Certificate of Absence

In cases of suspected abuse, chronic sick leave use, modified duty assignments, or at the discretion of the City Manager, a physician's certificate may be required regardless of the length of absence.

c. Sick Leave Earning Rate

All EMPLOYEES who are paid at a bi-weekly rate shall accrue sick leave at the rate of 5.52 hours (3.68 hours for 40 hour employees) per bi-weekly pay period. All such sick leave which is unused may be accumulated.

d. Sick Leave Conversion Privileges

Any EMPLOYEE who has taken 72 hours sick leave (40 hours for 40 hour employees) or less during the calendar year ending December 30 of each year shall be entitled to either convert up to 60 hours of unused sick leave to vacation or receive a cash payment for up to 36 hours, based upon the current compensation rate on an hour-for-hour basis.

For Firefighters, Fire Engineers, Paramedic/Firefighters and Fire Engineer/Paramedics in no event may an EMPLOYEE select a combination of two options or reduce the accumulated sick leave balance below 288 hours.

For Fire Captains and Fire Battalion Chiefs in no event may an EMPLOYEE select a combination of two options or reduce the accumulated sick leave balance below 288 hours (192 hours for 40 hour employees.).

No pro-rations shall be made for EMPLOYEES terminating on or before December 30 of the fiscal year.

e. Reimbursement of Unused or Unconverted Sick Leave Upon Separation

After 10 years of continuous (uninterrupted) CITY service and upon voluntary separation under satisfactory conditions (as determined by the City Manager), an EMPLOYEE shall be eligible to receive a cash payment equivalent to 25% of all unused sick leave, less the total number of hours converted to either cash, vacation, or a combination thereof as set forth in Article 7, Section (C) (1) (e). Such reimbursement is to be computed upon the EMPLOYEE'S final compensation rate.

[e.g. 600 (balance of sick leave hours on the books after conversion and use) x .25 = 150. 150 - 400 (hours converted previously) = -0-]

f. Unused Sick Leave at Retirement for Health Insurance Premiums.

FOR EMPLOYEES HIRED BY THE CITY PRIOR TO JULY 1, 2013 ONLY:

Upon retirement from City employment for service or disability, an employee may elect to use unused sick leave at its dollar value at retirement (hourly base rate plus any regularly recurring biweekly premium pay, i.e., educational incentives) to pay health insurance premiums in retirement according to the following schedule:

10 through 14 years of service: 25% of the sick leave balance at retirement;

15 through 19 years of service: 50% of the sick leave balance at retirement;

20 + years of service: 75% of the sick leave balance at retirement.

This benefit will be in addition to the PEMHCA statutory amount the City currently contributes to the Public Employees' Retirement System for retiree health insurance benefits. The supplemental benefits described above shall be used to pay health insurance premiums for the retiree and dependents, if applicable. However, if the employee is deceased before the funds are exhausted, the supplemental benefits shall cease and the remaining funds shall be the City's property.

The City elects to self-administer this plan at this time. The City will pay the annualized dollar equivalent of the Kaiser two-party health insurance premium once per year in January of each year.

In order to be eligible for this benefit, the employee must be retired with CalPERS no more than 120 days from his/her separation date with the City.

This benefit may be used in combination with service credit for unused sick leave as described in Article 6 – HEALTH AND WELFARE, SECTION E. RETIREMENT SYSTEM (PERS)/BENEFIT IMPROVEMENTS, 3. Sick Leave Credit.

2. Bereavement Leave

No more than 36 hours special leave with pay may be granted to a regular or regular-probationary EMPLOYEE in order to discharge the customary obligations arising from the death of a relative who is a member of EMPLOYEE'S household or a parent, step-parent, grandparent, sibling or child of the EMPLOYEE OR EMPLOYEE'S spouse/domestic partner (not required to be a member of the household). Requests for such leave must be approved by the City Manager or designee supported by such facts as may be required.

3. Compulsory Sick Leave

a. If, in the opinion of the City Manager, any EMPLOYEES are incapacitated for work due to illness, such EMPLOYEES may be required to submit themselves to a physician designated by the appointing authority for examination at the CITY'S expense. If the EMPLOYEES object to being examined by the designated physician, they may request one change of physician. If the report of the physician shows the EMPLOYEES to be in an unfit condition to perform their duties, the City Manager shall have the right to compel such EMPLOYEES to take the sufficient leave of absence to fit themselves for such work. Verification of such fitness shall be made by a physician designated by the CITY and all expenses incurred in securing such verification shall be at the EMPLOYEES' expense. Accrued sick leave shall be used for such absences or, when no such accrued leave exists or has been exhausted, EMPLOYEES may be granted leave without pay, the total of which shall not exceed one year. For good cause, EMPLOYEES may request extensions of this time in increments of not more than one month.

The object of this rule is to protect the CITY'S interest in having a safe and effective work force and in assisting EMPLOYEES in achieving a level of fitness to perform their duties.

b. EMPLOYEES whose performance is adversely affected by the use of alcoholic beverages, chemical substances (illicit drugs) or prescribed or unprescribed medications, may be subject to the provisions above. EMPLOYEES whose medication may alter their behavior so as to cause a potential safety problem (e.g. related to operating equipment or restrictions on being on ladders, at heights or in confined areas) must report the use of medication to their supervisor for modifying their work assignment temporarily. Abuse or failure to report could lead to discipline.

c. Any application of this section which results in action by the CITY adverse to an EMPLOYEE or EMPLOYEE'S continued employment may be appealed to the Personnel Commission.

4. Family Care and/or Medical Leave

EMPLOYEES shall be granted family care leave or medical leave as applicable for any of the following reasons:

- a. to care for a newborn child of the EMPLOYEE within 12 months of the birth; or
- b. to care for a newly adopted child or a child placed in foster care with the employee within 12 months of the placement; or
- c. to care for a spouse, child or parent of the employee with a serious health condition; or
- d. because of a serious health condition which causes the employee to be unable to perform his/her duties.

Child is defined as a biological, adopted or foster child; a stepchild; a legal ward; or the child of a person for whom the employee is standing in loco parentis, who is under age 18 or an adult dependent child. Parent is defined as a biological, foster, or adoptive parent, a stepparent or legal guardian.

In order to be eligible for such leave, employees must have at least 12 months continuous service with the City at the time leave is to commence. Unpaid leaves of absence shall be excluded as time worked in calculating the 12 months of service. Eligible employees may take up to 12 work weeks of leave during any 12-month period. Under certain circumstances, family or medical leave may be taken intermittently or on a reduced leave schedule. In this event, the City reserves the right to temporarily transfer the employee to a position that better accommodates recurring periods of leave.

Employees taking family care or medical leaves of absence shall exhaust all accrued sick, vacation or compensatory time off as appropriate prior to entering a leave without pay status. The City shall continue its contribution to the cafeteria benefit plan for the duration of an approved family care/medical leave of absence. Employees returning from such approved leave shall return with no less seniority for purposes of layoff, recall, promotion, job assignment and such seniority related benefits as vacation.

Employees requesting family care/medical leave shall do so, in writing, at least 30 days prior to the date such leave is to commence. If the need for such leave is not foreseeable, written notice shall be made within five (5) working days from learning of the need for leave. In cases of a foreseeable need for family care leave for the planned medical treatment or supervision of a child, parent or spouse with a serious health condition, the City reserves the right to require that the employee consult with the City regarding the scheduling of the treatment or supervision so as to minimize disruptions to City operations. Before approving leave under these circumstances, the City may require certification of the serious condition from the health care provider of the individual requiring care.

Employees taking approved family care/medical leave shall be reinstated to the same or comparable position on the date agreed to at the beginning of the leave or within 30 days after the City receives notice from the employee of his/her readiness to return. A written guarantee of reinstatement shall be granted upon request.

All employees are required to report to Human Resources that (1) If an employee has a reasonable belief that he/she has a serious medical condition, they shall report that fact to Human Resources but shall not provide further details beyond "serious medical condition"; (2) the expected commencement and duration of leave for the serious medical condition as stated by a qualified physician's prognosis; and (3) documentation by a medical provider of the employee's work restrictions upon return to work, if any. This reporting requirement applies regardless of the type of leave taken.

SECTION D. MILITARY LEAVE

Any employee who is or becomes a member of the Armed Services, Militia or Organized Reserves of California or the United States shall be entitled to the leaves of absence and employment rights and privileges provided by USERRA and the Military and Veterans Code of the State of California.

SECTION E. JURY AND WITNESS LEAVE

Every EMPLOYEE shall be entitled to be absent from duty with the CITY when called to serve as a trial juror or as a witness called by a subpoena before a court of law. Under such circumstances, the EMPLOYEE shall be paid the difference between their full salary and any payment received by them, except travel pay, for such duty. If jury service or witness time is less than a full work day, the EMPLOYEE is expected to return to work, unless a justification is provided.

SECTION F. LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant a regular or probationary EMPLOYEE leave of absence without pay or accrual of seniority or benefits, for a period not to exceed one year. No such leave shall be granted except upon written request of the EMPLOYEE, setting forth the reason for the request, and approval shall be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the EMPLOYEE shall be reinstated in the position held at the time leave was granted. Failure on the part of an EMPLOYEE on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

EMPLOYEES making use of this provision who return to duty in one year or less shall return with the seniority status for benefits and working conditions which he/she held prior to the leave. An EMPLOYEE may choose to remain in any group insurance plans by agreeing to pay the full cost, while on a leave of absence.

SECTION G. WORKERS' COMPENSATION LEAVE

All compensation received in accordance with the provisions of the Labor Code and Workers' Compensation Laws of the State of California shall be deemed to be included in any compensation due from the CITY by virtue of any grant for sick leave with pay.

ARTICLE 8 - LAYOFF

SECTION A. PURPOSE

To provide a means by which EMPLOYEES are to be demoted or laid off when a reduction in force is necessitated by a lack of work, lack of funds or abolishment of a position.

Prior to a layoff due to a reduction in force necessitated by financial emergency, the City Council may choose to adopt other alternatives which are legally available to avoid layoffs. Prior to any action being taken, written notice shall be given to the EMPLOYEE'S association.

SECTION B. DETERMINATION

1. The City Council shall determine, on the basis of the needs of the CITY, as recommended by the City Manager, which department and classifications shall be subject to layoff in the event a reduction in force is necessitated by lack of funds.
2. In the event a reduction in force is necessitated by a lack of work or the abolishment of positions, the City Manager shall determine which department or classifications shall be subject to layoff based upon the needs of the CITY.

SECTION C. REDUCTION IN FORCE - DEMOTION

Except as otherwise provided, whenever there is a reduction in work force, the City Manager shall first demote to a vacancy, if any, in a lower class for which the EMPLOYEE with the greatest length of seniority in the affected series shall be demoted first. Whenever two or more EMPLOYEES have identical seniority status, the EMPLOYEE with the lowest performance as determined by the City Manager shall be demoted first. All persons so demoted shall have their names placed on the classification reinstatement eligible list.

SECTION D. ORDER OF REDUCTION IN FORCE

In a reduction in force situation, the following order of layoffs shall be follows: (a) Part-time and provisional EMPLOYEES in the affected classification series; (b) Limited term EMPLOYEES in reverse order of their classification seniority in the affected class series; (c) CITY probationary EMPLOYEES in reverse order of their classification seniority in the affected class series; (d) Should there be a need for further reduction, regular EMPLOYEES in the affected classification series shall be involuntarily demoted in reverse order of their classification seniority; (e) Should a reduction in force still be necessary, regular

EMPLOYEES shall be laid off in reverse order of their seniority in the affected class series. Any EMPLOYEE so laid off will be given ten (10) working days' notice in writing from the City Manager.

SECTION E. DETERMINING ORDER OF LAYOFF AND DEMOTION FOR EMPLOYEE WITH IDENTICAL SENIORITY

Should two or more EMPLOYEES have identical classification seniority, the order of layoff and demotion will be determined by length of continuous service in the affected series. Whenever two or more EMPLOYEES have identical service in the affected series, the order of layoff and demotion shall be determined by the City Manager on the basis of performance.

SECTION F. ORDER AND METHOD OF DEMOTION PURSUANT TO A REDUCTION IN FORCE--BUMPING

When required, due to reduction in force, EMPLOYEES shall be demoted in the following manner:

1. EMPLOYEES who are involuntarily demoted, who have held permanent status in a lower classification shall have the right to bump EMPLOYEES in a lower classification with less classification seniority. For this purpose, classification seniority shall include the seniority the EMPLOYEE had in any higher classification in the affected class series as well as the seniority the EMPLOYEE has in the lower classification that the EMPLOYEE is demoted to.
2. EMPLOYEES who have not actually held status in a lower classification shall be allowed to demote to a vacant position or to a position held by a CITY probationary EMPLOYEE in such lower class. They will also be allowed to demote to a lower class if they meet or exceed the employment standards of the lower class and the skills, knowledge, abilities and typical tasks are similar to the class they are being demoted from. However, an EMPLOYEE may not bump to a lower classification they have not previously held where the knowledge, skills, abilities and typical tasks are not similar or related to the higher classification. Bumping to a lower classification in the class series will be allowed even though the EMPLOYEE had not previously held a position in the lower classification if the classification has been created or added to the class series following the EMPLOYEE'S promotion to a higher position in the affected class series, or if a new entry level position was created following the EMPLOYEE'S date of hire. Bumping to a newly created classification that the EMPLOYEE meets or exceeds the qualifications for that classification.

SECTION G. REINSTATEMENT OF EMPLOYEES DEMOTED AS A RESULT OF A REDUCTION IN FORCE

EMPLOYEES who are demoted as a result of a reduction in force shall have their names placed on a classification reinstatement list, in the order of their classification seniority. Vacant positions within a classification series shall first be offered to EMPLOYEES on this list.

SECTION H. REEMPLOYMENT OF EMPLOYEES LAID OFF AS A RESULT OF A REDUCTION IN FORCE

EMPLOYEES who are laid off and who held regular CITY status at the time of layoff shall have their names placed on a reemployment list for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their seniority in the affected class series. Vacant positions in such classifications will be offered to eligibles on the Reemployment List who qualify for such vacancies prior to an open or promotional recruitment.

SECTION I. DURATION OF REINSTATEMENT AND REEMPLOYMENT LIST

The eligibility of individuals on the Reinstatement and Reemployment Lists shall extend for a period of two years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from either the Reemployment or Reinstatement List.

SECTION J. RESTORATION OF BENEFITS UPON REEMPLOYMENT FOLLOWING A REDUCTION IN FORCE

Upon reemployment following a reduction in force, an individual will have the following benefits restored:

1. Prior sick leave accruals unless the EMPLOYEE elected cash payment at the time of layoff.
2. Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.
3. Upon reemployment, the EMPLOYEE shall be paid at the same step of the salary range currently in effect for the classification the EMPLOYEE held immediately prior to layoff. If the EMPLOYEE chooses to be reemployed in a classification which has a salary range lower than the classification from which the EMPLOYEE was laid off, then the salary placement will be made at a point either equivalent to the EMPLOYEE'S salary range and step immediately prior to layoff, or if the maximum of salary range of the position to which the EMPLOYEE is to be reemployed is less than the salary currently in effect for the classification, the EMPLOYEE will receive the maximum of the salary range for the classification in which the EMPLOYEE is reemployed.
4. All benefits EMPLOYEES are eligible to receive, including the deferred compensation benefit, if they were receiving it prior to layoff.

SECTION K. QUARTERLY PERFORMANCE REPORTS

Quarterly performance reports will be required to be completed during the first year of reemployment on any EMPLOYEE appointed from a reemployment list or classification reinstatement list.

SECTION L. PAYOFF OF ACCRUALS UPON LAYOFF

Laid off EMPLOYEES are to be paid for all accrued holidays, vacation and non-exempt overtime when separated as a result of a layoff. The sick leave accruals of such EMPLOYEE will remain on the books and will be reinstated if they are reappointed unless the EMPLOYEE is eligible for, and elects to participate in, the sick leave reimbursement program for termination.

SECTION M. RETIREMENT CONTRIBUTION

Upon layoff, the EMPLOYEE may elect to either withdraw his/her retirement contribution or leave the money in the retirement system. Prior to reemployment, however, if the retirement funds have been withdrawn, they must be redeposited in accordance with arrangements satisfactory to the Public Employees' Retirement System.

SECTION N. NON-DISCRIMINATION IN REDUCTION IN FORCE

Layoffs and demotions which result from a reduction in force shall be made without regard to an EMPLOYEE'S race, color, religious creed, ancestry, national origin, marital status, sex, age (over 40), medical condition (Cancer), or disability (including HIV or AIDS).

ARTICLE 9 - GRIEVANCE PROCEDURE

SECTION A. PURPOSE

1. To promote improved employer-EMPLOYEE relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To assure fair and equitable treatment of all EMPLOYEES and promote harmonious relations among EMPLOYEES, supervisors and management.
3. To encourage the settlement of disagreements informally at the EMPLOYEE-supervisor level and provide an orderly procedure to handle grievances throughout the several supervisory levels where necessary.
4. To provide that appeals shall be conducted as informally as possible.
5. To resolve grievances as quickly as possible and correct, if possible, the cause of grievance; thereby reducing the number of grievances and future similar complaints.

SECTION B. REVIEWABLE GRIEVANCES

To be reviewable under this procedure, a grievance must:

1. Concern matters or incidents that have occurred.
2. Result from an act or omission by management regarding working conditions or other aspects of employer-EMPLOYEE relations over which the head of the department or the City has control.

3. Arise out of a specific situation, act or acts complained of as being unfair which result in an inequity or damage to the EMPLOYEE.
4. Specify the relief sought, which relief must be within the power of the head of the department or the City Manager to grant in whole or in part.
5. Or be in violation of this MOU.

SECTION C. NON-REVIEWABLE GRIEVANCES

A grievance is not reviewable under this procedure if it requires the modification of a policy established by law, or is a matter which is reviewable under some other administrative procedure and/or personnel rule such as:

1. Applications for changes in title, job classification or salary.
2. Appeals from formal disciplinary proceeding.
3. Appeals arising out of merit system examinations.
4. Appeals from work performance evaluations.

SECTION D. INFORMAL GRIEVANCE PROCEDURE

An EMPLOYEE who has a problem or complaint should first try to get it settled through discussion with the immediate supervisor without undue delay. If, after this discussion, the EMPLOYEE does not believe the problem has been satisfactorily resolved, the EMPLOYEE shall have the right to discuss it with the supervisor's immediate supervisor, if any. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the EMPLOYEE is not in agreement with the decision reached by discussion, the EMPLOYEE shall have the right to file a formal grievance in writing within ten days after receiving the informal decision of the immediate superior. An informal grievance shall not be taken above the City Manager.

SECTION E. SPECIAL PROVISIONS OF THE FORMAL GRIEVANCE PROCEDURE

1. Filing of Grievances

Grievances may be filed by an individual EMPLOYEE, a group of EMPLOYEES, or ASSOCIATION on behalf of one or more EMPLOYEES if said EMPLOYEE(S) so request.

2. Procedure for Presentation

In presenting a grievance, the EMPLOYEE shall follow the sequence and procedure outlined.

3. Prompt Presentation

The EMPLOYEE shall discuss the grievance with the immediate supervisor promptly after the act or omission of management causing the grievance.

4. Prescribed Form

The formal written grievance shall be submitted on a form prescribed by the City Manager for this purpose. Supervisors and the Human Resources Office shall maintain an adequate supply of such forms.

5. Statement of Grievance

The grievance shall contain a statement of:

- (a) The specific situation, act or acts complained of as being unfair;
- (b) the inequity or damage suffered by the employee; and
- (c) the relief sought.

6. EMPLOYEE Representation

The EMPLOYEE may choose a representative at any step after the first step of the procedure; i.e., at any step after formal discussion with the immediate supervisor. No person hearing a grievance need recognize more than one representative for any EMPLOYEE at any one time unless so desired.

7. Handled During Working Hours

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

8. Extension of Time

The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

9. Consolidation of Grievances

If the grievance involves a group of EMPLOYEES or if a number of EMPLOYEES file separate grievances on the same matter, the grievances shall be handled as a single grievance.

10. Settlement

Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.

11. Reprisal

The grievance procedure is intended to assure a grieving EMPLOYEE the right to present a grievance without fear of disciplinary action or reprisal from the supervisor, superior or department head, provided the provisions of this grievance procedure are observed.

SECTION F. FORMAL GRIEVANCE PROCEDURE STEPS

1. First Level of Review

The appeal shall be presented in writing to the EMPLOYEE'S immediate supervisor, who shall render a decision and comments in writing and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the supervisor's decision, or if no answer has been received within 15 calendar days, the EMPLOYEE may present the appeal in writing to the supervisor's immediate superior. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the written decision of the supervisor, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

2. Further Level or Levels of Review as Appropriate

The supervisor receiving the appeal shall review it, render the decision and comments in writing, and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the decision, or if no answer has been received within 15 calendar days, the appeal may be presented in writing to the department head. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the decision, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

3. Department Review

The department head receiving the appeal or the designated representative, shall discuss the grievance with the EMPLOYEE, representative, if any, and with other appropriate persons. The department head shall render a decision and comments in writing and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the decision reached, or if no answer has been received within 15 calendar days, the appeal may be presented in writing to the City Manager. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the decision, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

4. City Manager Review

The City Manager or designated representative shall discuss the grievance with the EMPLOYEE, their representative, if any, and with other appropriate persons. The City Manager may designate a fact-finding committee, or officer not in the normal line of

supervision, or Personnel Commission to advise concerning the appeal. The City Manager shall render a decision in writing to the EMPLOYEE within 20 calendar days after receiving the appeal.

ARTICLE 10 - SUGGESTION AWARD PROGRAM

SECTION A. PURPOSE

The purpose of a Suggestion Award Program is to develop increased efficiency of governmental operations in the CITY by providing recognition to EMPLOYEES for submission of original and constructive suggestions. Such a program stimulates imaginative and inventive thinking among EMPLOYEES which can eliminate duplication, waste or safety hazards, reduce costs or accidents, improve service, methods or equipment or save time, staffing level, money, materials or space.

SECTION B. SUGGESTION AWARD PROGRAM

A copy of said program is available in its entirety in the Human Resources Department.

ARTICLE 11 - OUTSIDE EMPLOYMENT

SECTION A. GENERAL STATEMENT

When a person accepts employment with the CITY, it is assumed that this employment is to be that person's primary vocational responsibility. Any other employment, regardless of form, where personal services are rendered or goods or property are sold for financial business gain, is considered outside employment and is subject to the provisions set forth in this section.

SECTION B. APPLICATION FOR OUTSIDE EMPLOYMENT

1. Outside Employment Statement

An EMPLOYEE who wishes to engage in outside employment must file an Outside Employment Statement with the Director of Human Resources. All Outside Employment statements on file in the Human Resources Department will be annually reviewed by the City Manager in accordance with the guidelines in Section C.

2. Acceptable Statements

The Outside Employment Statement will be given to the City Manager who will make the determination concerning the acceptability of the request. The EMPLOYEE will receive a copy of the completed Outside Employment Statement and the original will be placed in the EMPLOYEE'S personnel jacket.

3. Failure to Submit Statement

If the CITY discovers that an EMPLOYEE is engaged in outside employment and has not submitted an Outside Employment Statement, the EMPLOYEE may be subject to disciplinary action including termination as determined by the City Manager.

SECTION C. GUIDELINES FOR APPROVING OUTSIDE EMPLOYMENT

Outside employment will be reviewed on the basis of its compatibility with the continued satisfactory performance of an EMPLOYEE'S official CITY duties. Review of Outside Employment Statements will be based on the following criteria:

1. Does the Outside Employment involve the use of CITY time, facilities, equipment and supplies, or the prestige or influence of one's CITY office or employment?
2. Does the EMPLOYEE'S department control, inspect, review, audit or enforce the Outside Employment?
3. Does the Outside Employment involve the acceptance of money or other consideration from an agency or individual(s) other than the CITY for the performance of an act which the EMPLOYEE would be required to render while acting in an official capacity as a CITY EMPLOYEE?
4. Is the EMPLOYEE utilizing CITY information not normally available to the public in the performance of outside employment?
5. Is the position in any way inconsistent, incompatible or in conflict with assigned duties?
6. Does the Outside Employment interfere with the scheduling of work hours and/or emergency call-out?
7. Would the Outside Employment aggravate any physical disability or infirmity of the EMPLOYEE (as indicated by sick leave record and/or physical or mental stress of the outside work?)?
8. The EMPLOYEE will not be allowed, under any circumstance, to use his/her CITY title when engaged in Outside Employment.

SECTION D. REVOCAATION

The CITY may revoke any prior approval of Outside Employment for any reason where any act or behavior of the EMPLOYEE during his/her performance of outside work detrimentally reflects upon a department or the CITY in general. Written notice stating the reason for revocation and the effective date shall be given to the EMPLOYEE. A copy of this notice will be placed in the EMPLOYEE'S personnel jacket.

SECTION E. WORKERS' COMPENSATION

Workers' Compensation claims resulting from injuries or illnesses sustained during the course of Outside Employment shall be determined by State Law.

SECTION F. UNAUTHORIZED OUTSIDE EMPLOYMENT

Unauthorized outside employment may result in disciplinary action, up to and including dismissal.

ARTICLE 12 - EMPLOYEE RIGHTS

SECTION A

EMPLOYEES of the City shall have the right to form, join and participate in the activities of EMPLOYEE organizations of their own choosing for the purpose of representation on all matters of employer-EMPLOYEE relations including, but not limited to wages, hours, and other terms and conditions of employment. EMPLOYEES of the City also shall have the right to refuse to join or participate in the activities of EMPLOYEE organizations and shall have the right to represent themselves individually in their employment relations with the City. No EMPLOYEE shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any EMPLOYEE organization because of his/her exercise of these rights.

SECTION B. DISCIPLINE

The CITY may only discipline an EMPLOYEE for just cause. In the case of disciplinary action involving a reprimand, suspension, demotion, or discharge, the EMPLOYEE shall be given notice of the action to be taken, the evidence or materials upon which the action is based, and an opportunity to respond to the imposing authority either orally or in writing within fifteen (15) calendar days of the notice of the action. The above process will occur prior to the imposition of the discipline. In the event of extraordinary circumstances, the CITY may suspend an EMPLOYEE without pay, pending investigation, in said event the EMPLOYEE shall still have a right to the above hearing.

ARTICLE 13 - CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its EMPLOYEES; take disciplinary action; relieve its EMPLOYEES from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

In exercising the above rights, the CITY shall comply with all applicable provision(s) of this MOU.

Driver's License Checks

Driver's License information, under the DMV Pull Notice Program, shall be used to determine the status of employees' driver's licenses. This is for the protection of the integrity of the

CITY's liability insurance and the safety of EMPLOYEES and citizens. Any adverse actions taken would include appropriate appeal rights.

Drug-free Workplace Act of 1988

The ASSOCIATION agrees to support a drug-free workplace as required by the Federal Regulations passed in 1988. For further details, refer to the appropriate City Council Resolution or contact the Human Resources Department.

ARTICLE 14 - MAINTENANCE OF BENEFITS

The status of all existing benefits and conditions of employment now enjoyed by classifications represented by ASSOCIATION shall not be deemed affected by this MOU, except as specifically modified by provisions hereof or by actions taken in implementation thereof.

The CITY and ASSOCIATION hereby expressly waive any right to request any improvements or other changes in the wages, hours, or other conditions of employment of EMPLOYEES in the ASSOCIATION covered by this MOU. Neither the CITY nor the ASSOCIATION shall be required to "Meet and Confer" as to any such request unless by mutual consent of both parties. The right of ASSOCIATION and the CITY to "Meet and Confer" on the interpretation of application of this MOU is excluded in the waiver described above.

ARTICLE 15 - FEDERAL - STATE LAWS

It is understood and agreed that this MOU is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect. Modifications to such sections will be made within a reasonable period of time via the "Meet and Confer" process.

The City and the ASSOCIATION agree that they are subject to the Americans With Disabilities Act (ADA).

ARTICLE 16 – NON-DISCRIMINATION

The ASSOCIATION accepts and supports the official CITY policy of Affirmative Action as outlined in City Council Policy A-17 or successor resolutions providing equal opportunities on the basis of merit and avoiding discriminating practices against any employee because of race, color, religious creed, ancestry, national origin, marital status, sex, age (over 40), medical condition (Cancer), or disability (including HIV or AIDS).

ARTICLE 17 - CURRENT PRACTICES

It is understood that existing ordinances, resolutions and City Council and Administrative Policies of the CITY, past ASSOCIATION MOU, Personnel Rules, and Fire Department Rules

and Regulations in effect, cover matters pertaining to employer-employee relations including, but not limited to, wages, salaries, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions, City Council and Administrative policies, past ASSOCIATION MOU, Personnel Rules, and Fire Department Rules and Regulations, including the Employer-Employee Relations Resolution are hereby incorporated herein by this reference and made part hereof as though set forth in full, and except as provided herein, shall remain in full force and effect during the term thereof.

ARTICLE 18 - INDIVIDUAL PERSONNEL FILES

SECTION A. TRAFFIC ACCIDENTS

The CITY and the ASSOCIATION do hereby agree to purge the personnel records of EMPLOYEES of all letters of reprimand relating to the EMPLOYEE'S traffic accidents each year. Purging will be at the request of the EMPLOYEE to the City Manager after a full year of accident-free driving.

SECTION B. DISCIPLINARY ACTION

In addition, upon request of the EMPLOYEE to the City Manager, the CITY will purge disciplinary actions that do not relate to workers' compensation or unresolved liability claims and are more than three (3) years old, provided that no similar disciplinary actions have been imposed on said EMPLOYEE.

ARTICLE 19 - ASSOCIATION RIGHTS

SECTION A. ASSOCIATION RIGHTS

The CITY recognizes the right of the ASSOCIATION to govern its internal affairs.

SECTION B. DUES DEDUCTION

Upon the receipt of a written request and authorization from an EMPLOYEE for deduction of ASSOCIATION "dues", the CITY shall withhold such dues and deductions from the salary of the EMPLOYEE on a bi-weekly payroll basis and remit the withholdings to the ASSOCIATION in a timely manner. The CITY shall continue to withhold such deductions until the EMPLOYEE files a written statement with the CITY withdrawing authorization for the continued withholding of the deductions, giving at least 30 days advance notice.

SECTION C. BULLETIN BOARD

The ASSOCIATION shall have sole and exclusive use of a specific bulletin board space, clearly marked and identified as such, of approximately 4 feet by 8 feet in dimension, located in each fire station. The Fire Chief and the ASSOCIATION shall designate the authorized bulletin board space and said space shall be the only space which is authorized for the posting of ASSOCIATION business. Material placed on the bulletin board shall be at the discretion of the ASSOCIATION with the understanding that materials so posted shall only be for legitimate communications with members. Said postings shall not be offensive to good taste, defamatory, or involve support or opposition to candidates for political office within the CITY government. The ASSOCIATION shall be responsible for maintaining the space

provided in an orderly condition and shall promptly remove outdated materials.

SECTION D. EMPLOYEE REPRESENTATION

The EMPLOYEE shall be allowed to designate a representative to assist said EMPLOYEE in:

1. Preparing and presenting grievances.
2. Preparing and processing material for Disciplinary Hearing.
3. Preparing and presenting material for any legitimate Employer-Employee relations matter for which representation is granted pursuant to existing law.

SECTION E. SAFETY COMMITTEE REPRESENTATION

The ASSOCIATION shall have a member serve on the Safety Committee in accordance with City Council Policy A-9, Safety Committee.

SECTION F. DIRECT DEPOSIT OF PAYROLL CHECKS

The CITY has implemented a direct deposit program whereby an EMPLOYEE'S total net payroll check will be electronically deposited into the EMPLOYEE'S designated bank or credit union account. Each EMPLOYEE participating will be provided earnings, withholding and deduction information comparable to that contained within the normal payroll check.

The CITY will make every reasonable effort to assure that the direct deposits will be made so that funds will be deposited into the EMPLOYEE'S account no later than the end of the normal payday. In the event of delays or other unforeseen circumstances, the CITY retains the right to cancel the direct deposit process and revert to the normal payroll check procedure.

The CITY will absorb the normal cost of this direct deposit service. Service costs incurred over the normal routine services due to error to special handling requests by the EMPLOYEE, shall be paid by the EMPLOYEE.

ARTICLE 20 - MODIFIED DUTY

SECTION A. PRIORITY

A priority for modified duty shall be given to EMPLOYEES who are injured on duty and eligible to receive workers' compensation benefits. If available, other EMPLOYEES may request modified duty.

SECTION B. MEDICAL RELEASE

EMPLOYEES recommended for modified duty must bring a written statement from a physician stating the medical reasons for modification, the prognosis for recovery and specific restrictions required. This must be presented to the Fire Chief as soon as possible after the physician recommends said EMPLOYEE for modified duty. The recommended length of time is left to the discretion of the treating physician.

SECTION C. JOB DESCRIPTION

A general job description shall be provided to the physician to determine the modifications. A supervisor may be asked to provide relevant supplemental information and possible alternative assignments.

SECTION D. RETURN TO DUTY

An EMPLOYEE on modified duty shall notify the Fire Chief as soon as he/she is available for full duty and shall provide the department with a physician's release from modified duty stating the date of return to work and any remaining modifications needed.

SECTION E. AVAILABLE WORK

The CITY shall provide modified duty as long as work is available and the EMPLOYEE is productive.

SECTION F. MEDICAL UPDATES

The CITY retains the right to require periodic medical updates from the EMPLOYEE's treating physician and the right to send an EMPLOYEE for an evaluation at CITY expense, if the amount of modified duty appears to be excessive.

SECTION G. REFUSAL OF LIGHT DUTY

EMPLOYEES eligible for modified duty who refuse it shall receive no workers' compensation benefits but may exhaust eligible leave balances.

ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM

The CITY agrees to continue funding an EMPLOYEE Assistance Program for Safety employees.

ARTICLE 22 - TERMS AND RENEGOTIATION

SECTION A. GENERAL

This MOU shall become effective only after the ratification by members of the ASSOCIATION and the adoption by the City Council of the CITY and continue in effect through June 30, 2017.

Should either party to this MOU desire to "Meet and Confer" on a successor MOU, which party shall serve upon the other a written request for such "Meet and Confer", on or about March 1, 2017, and the "Meet and Confer" process should commence on or about April 1, 2017.

SECTION B. RE-OPENER RE: CONTRACT AMBULANCE SERVICES

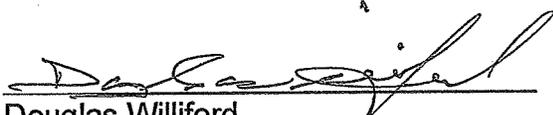
The CITY or the ECPFF may re-open this MOU to negotiate the subject of contracting part or all of the ambulance services currently provided by employees represented by this bargaining group.

SECTION C. RE-OPENER FOR CHANGES TO AFFORDABLE CARE ACT (ACA)

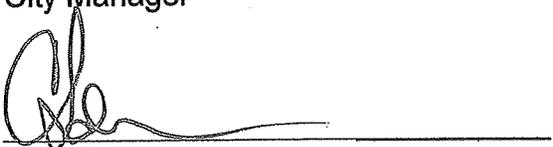
The CITY may re-open this MOU to negotiate the subject of benefits provided in this MOU in relation to the Affordable Care Act or its impacts.

This MOU is entered into by the following representatives of the CITY and the ASSOCIATION, to become effective upon execution by the respective parties and adoption by the El Cajon City Council.

For the City:



Douglas Williford
City Manager

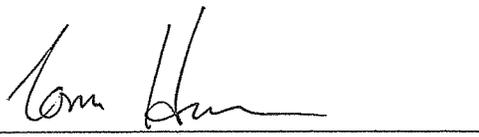


Clay Schoen
Director of Finance

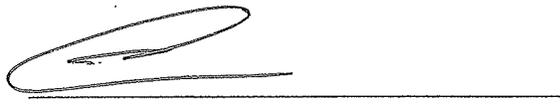


Jim Lynch
Director of Human Resources

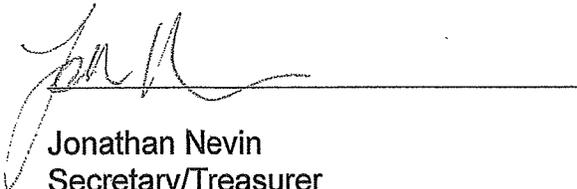
For the Association:



Tom Hama
President
ECPFF Local 4603



Rob Laatsch
Vice President
ECPFF Local 4603



Jonathan Nevin
Secretary/Treasurer
ECPFF Local 4603