

# Memorandum of Understanding

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*between*

***CITY OF HAYWARD***

*and*

***HAYWARD FIRE CHIEFS' ASSOCIATION***

**July 1, 2024 through June 30, 2029**

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**MEMORANDUM OF UNDERSTANDING****between****CITY OF HAYWARD****and****HAYWARD FIRE CHIEFS' ASSOCIATION**

On the date hereinafter subscribed, authorized representatives of the City of Hayward, herein called "City" and the Hayward Fire Chiefs' Association, herein called the "Association," made and entered into this Memorandum of Understanding ("MOU"). It is understood and agreed that this MOU supersedes and replaces the MOU for the Association entered into on September 16, 2021 by and between the City and the Association.

**1.00 RECOGNITION AND COMPOSITION**

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**1.01 Recognition**

The City recognizes the Association as the majority representative for Fire Management employees.

**1.02 Composition**

The Association shall represent the classification of Deputy Fire Chief and any other classifications of employment which may hereafter be assigned to the Association by the City Manager in accordance with the provisions of the City's Personnel Rules governing unit determination and modification.

The Association compensation shall reflect the greater level of responsibility characteristic of managerial positions. In determining compensation, consideration shall be given to all pertinent factors including these:

- a) Establishing or maintaining appropriate internal relationships among the positions comprising the Association. This shall be accomplished with regard for the comparative "levels" of jobs within the unit as determined through an objective process of job evaluation and also with regard to appropriate relationships with the base compensation provided for related or supportive positions;

- b) Establishing or maintaining a comparative relationship with similar positions in other public agencies of reasonably comparable size in the San Francisco Bay region from which reliable data may be obtained for a representative number of comparable management positions;
- c) Recognizing special expertise, exceptional hours of work, and other distinctive characteristics of management service;
- d) Maintaining salary adjustments in reasonable relationship with the cost-of-living (a recognition that the cost-of-living adjustments for other units affect overall salary interrelationships);
- e) Promoting, recruiting, and retaining qualified Association employees.

Levels of compensation shall be reviewed annually by the City Manager in light of the foregoing considerations and, if appropriate, suitable adjustments made upon consideration of the City Manager's recommendation.

## **2.00 PROBATIONARY PERIOD**

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### **2.01 Appointments Subject to Probationary Period**

All appointments (other than temporary and provisional appointments) to full-time positions in this unit shall be subject to a probationary period. The regular period of probation shall be six (6) months, but longer periods may be specified in individual classification descriptions and shall apply to all positions in the classification. Extension of probationary periods up to a maximum of six (6) months may be approved by the City Manager in individual cases.

### **2.02 Release of Probationer**

During the probationary period, an employee may be released at any time without right of appeal. Written notice of release designating the effective date of such action shall be furnished the probationer.

### **2.03 Release Following Promotion**

Any employee released during the probationary period following promotion shall be reinstated at the former salary step to the employee's former position or a position in the class from which the employee promoted unless the reason for the release is cause for dismissal. If no vacancy exists in this class, the employee with the least amount of time in this class shall be demoted to the most recent class in which said employee has

satisfactorily served. If any employee is caused to be released by such action, such employee shall be placed on a reemployment register for the classification from which released. Any employee who is released during a probationary period following promotion shall retain appeal rights to dismissal from the City but not the right to appeal their release from the position from which they demoted.

## **2.04 Effective Date of Regular Status**

Upon attaining regular status as a full-time employee, the effective date shall revert to the date of initial probationary appointment.

## **3.00 LAYOFFS & RESIGNATIONS**

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### **3.01 Layoffs**

Whenever there is a lack of work or a lack of funds requiring reduction in personnel in a department or division of the City government, the required layoffs shall be made in such job classification(s) set forth in the Classification Plan of the City as the City Manager may designate in accordance with the following procedures:

- A. Employees shall be laid off in inverse order of their length of service within the affected job classification.
  1. Length of service for the purpose of this Section 3.01 shall mean an employee's continuous uninterrupted service within a classification from the effective date of appointment as a probationary or part-time employee in that classification.
  2. An interruption in length of service within a classification shall occur as a result of any one of the following:
    - a. Discharge for cause.
    - b. Voluntary resignation.
    - c. Retirement for service or disability.
    - d. Absence from work for thirty-six (36) consecutive months because of layoff.
    - e. Failure to return from layoff as provided in Section 3.02.
    - f. Failure to return from an approved leave of absence upon the date specified for return at the time said approval was granted.



Provisional and acting appointments to a classification shall not be construed as service in such classification unless such provisional or acting appointment was contiguous with appointment to such classification in a probationary status.

3. Whenever the effective date of appointment to a classification is the same for two (2) or more employees, the original date of hire as a probationary employee with the City shall be used to determine which employee has greater length of service within the classification. The employee with the earlier original date of hire with the City shall be considered to have the greater length of service within the classification in this situation.
- B. Within each affected job classification all provisional employees shall be laid off before probationary employees and all probationary employees shall be laid off before any regular employees provided. Thereafter, if additional reductions in personnel are required, those employees with the least length of service within the affected classification shall be laid off.
- C. As an alternative to layoff, an employee with regular or probationary status who is displaced from their classification in accordance with the procedures provided in paragraphs (A) and (B) of this section shall be allowed to bump to a classification at the same salary level or to a classification at the next lower salary level provided the classification to which the employee bumps is one in which employee has previously served in a regular or probationary status and where the original date of appointment to said classification, as defined in Section 2.04 predates that of at least one (1) employee presently serving therein. As an exception to the foregoing, an employee may bump into a classification in which they have previously served and where the employee's original date of appointment to that classification predates that of at least one (1) employee presently serving therein and where said classification carries a higher salary level only if such higher salary level resulted solely from the application of an equity salary adjustment.
1. Bumping rights afforded an employee pursuant to this section shall include access to those classifications in which employee has previously served but which may since have been re-titled but where, as determined by the City Manager, no substantive changes have been made in the duties or qualifications for the classification(s) in question.
  2. Prior to employees being laid off the Human Resources Department shall furnish to affected employees upon request status registers for all affected classifications within the representation unit. Said lists shall include the names of all present employees who have held these classifications and their appointment dates thereto.

3. An employee eligible to bump into another classification pursuant to this paragraph (C) shall have five (5) calendar days after notice of assignment by the City Manager to a position in that classification in which to accept such assignment. If the affected employee fails to accept such assignment within said five (5) calendar day period, employee shall be laid off. An employee so assigned shall be placed at a salary step in the range for the classification to which the employee bumps which is closest to the employee's former rate of pay but which does not exceed the salary step held by the employee in the classification from which displaced.
- D. Employees scheduled for layoff will be given at least two (2) weeks' advance notice if possible. The City shall attempt, in so far as is possible, to accomplish any contemplated reduction in personnel by attrition rather than by layoff.
- E. In the event employees are scheduled to be laid off, other employees with greater length of service within the same classification may elect to be laid off in lieu of those employees scheduled for such layoff.

### **3.02 Rights of Return**

As position vacancies occur, employees on layoff and those occupying positions to which they have bumped shall be afforded return rights in the order of their length of service in the classification(s) in which such vacancies occur.

- A. An employee shall have ten (10) calendar days from the mailing by certified mail of a notice of return to work to their address of record on file in the Human Resources Department to indicate acceptance of such return and their agreement to report for work as specified in the notice.
- B. Employees in layoff status shall retain all credited sick leave earned but unused at the time of layoff. An employee on layoff shall not earn vacation leave credit while in layoff status. Upon an employee's return from layoff employee shall be credited with proportionate vacation leave for the balance of the calendar year. The amount of such credit shall be based upon continuous uninterrupted service with the City including time spent in layoff status. Use of vacation leave so credited shall be subject to the provisions of this MOU.
- C. Employees who are displaced from their classifications by virtue of layoff shall be placed on a reemployment register for the classification they held at the time the layoff occurred, hereinafter referred to as the "primary" register. They shall also be placed on reemployment registers for classifications previously served in, hereinafter referred to as "secondary" registers. If an employee fails to respond to such notice of return within the

prescribed time period or declines to return from layoff to a secondary register classification, employee's name shall be removed from said secondary register and employee shall no longer be eligible for recall to that classification. If an employee fails to respond to notice of return within the prescribed time period or declines return to the primary register classification, the employee will be considered to have voluntarily resigned from employment with the City.

- D. Full-time employees who have bumped to a part-time position, or who have been recalled from layoff to a part-time position, shall be afforded an opportunity to return to full-time status as position openings become available. Such right of return shall be subject to the "length-of-service" and "service within classification" requirements provided in Sections 3.01 and 3.02 of this MOU.
- E. Employees who request and are granted voluntary demotion to a vacant position in lieu of layoff shall be afforded the same rights of return as employees who have exercised bumping rights.
- F. An employee who, in lieu of layoff, was transferred to another position within the same classification shall be notified of an opening in the employee's previous position and shall be afforded an opportunity to apply for reinstatement to that position.

### **3.03 Resignations**

Any employee wishing to leave the employ of the City in good standing shall file with the department head at least two (2) weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager through the Human Resources Director with a statement by the Department Head as to the resigned employee's service performance. Failure of the employee to submit a written resignation as provided herein shall be entered on the service record of the employee and may be cause for denying future employment with the City.

## **4.00 WORK SCHEDULES**

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### **4.01 Work Week**

The normal workweek for employees shall consist of forty (40) hours during each seven (7) day work period.

#### **4.02 Management Leave**

The Fire Chief is authorized to grant up to eighty (80) hours of Management Leave with pay each year as compensation, in part, to an employee who, in the performance of their duties, is required to work additional hours substantially in excess of the normal forty (40) hour workweek. Additionally, the Fire Chief may, upon request, authorize additional Management Leave.

Employees may cash out up to forty (40) hours of Management Leave each calendar year.

All requests for cash out shall be submitted through Employee Self Service (ESS) Time Entry (Leave Cashout-Management Leave); requests must be processed and paid out on a paycheck date in the respective calendar year. For example, if a request is received for a pay period that ends in December of the respective year but results in a paycheck the following calendar year, this request will not be processed as the payout must occur on a paycheck in the respective calendar year. Payout will be applied to a single bi-weekly payroll and employees will be responsible for all taxes associated with such payout.

All leave granted pursuant to this Section must be used prior to separation of employment; otherwise, it is forfeited.

#### **4.03 Work Performed During Disaster**

Employees who are required to work during a declared civil emergency shall not receive additional compensation for hours worked in excess of their regular workday or workweek. All employees shall have the duty and obligation to perform emergency work upon request of proper authority declaring such emergency.

#### **4.04 Short-Term Absences**

Employees who are absent from work for a portion of the workday or work shift shall under no circumstances suffer any loss of income by reason of such an absence. In the event an employee has exhausted all credited vacation leave, management leave, and accrued compensatory time, a short-term absence as defined above will be covered by advancing management leave the employee would be entitled to use in the following year. If a short-term absence is occasioned by illness or non-occupational injury, and the employee has exhausted all credited sick leave, vacation leave, management leave, and accrued compensatory time, the absence shall be covered by an advance of management leave as herein provided.

The amount of management leave used in advance shall be sufficient to prevent any income loss, and amounts so advanced shall be deducted

from the employee's management leave for the following year. Advances will continue to be made as necessary for the purpose of this section even though they may exceed the amount of management leave the employee is entitled to use in the following year. In such instances, deductions of advanced leave amounts shall be made in subsequent years. Any "negative" management leave balance which may exist upon termination of employment shall be forgiven. For the purpose of this section, management leave shall be provided to those employees who are not otherwise qualified to receive it in order to avoid income loss by reason of short-term absences.

## **5.00 BENEFIT PLANS**

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### **5.01 Medical Insurance**

The City shall continue to contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees, eligible retired employees, and eligible survivors of retired employees. Eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA). Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance those provisions of PEMHCA providing for participation by annuitants.

A. Retirees:

1. For employees retiring between January 1, 2008 and June 30, 2024, the City shall contribute up \$508.30 per month for each active employee, each eligible retired employee, or the eligible survivor of a retired employee who subscribes for coverage.
2. Employees who retire from the City on or after July 1, 2024, are not eligible to receive the retirement benefit as described in 5.01-A above. Employees who retire from the City on or after July 1, 2024, with at least ten (10) years of continuous City service shall instead receive City contribution(s) to a Retiree Medical Trust pursuant to Section 5.13 below.

B.

Effective January 1, 2009, the City shall pay one hundred percent (100%) of the cost of the PERS plan selected by the employee, provided that it does not exceed the cost of the second most costly plan offered under the CalPERS program (currently Blue Shield Health Care). An employee may opt for the costliest plan, provided that the employee pays the differential. The City's maximum contribution for

any employee shall not exceed the cost of the second most costly plan, currently Blue Shield Health Care. Additionally, beginning January 1, 2009, PORAC will be made available as an option, with all costs being borne by the City.

In the event PERS requires a minimum employer payment in excess of the amounts recited above, the City shall pay such additional amounts during the term of this MOU only.

## **5.02 Flexible Benefits Plan**

The City shall continue in effect a Flexible Benefits Plan for each full-time employee in regular or probationary status who is enrolled in one (1) of the CalPERS medical insurance plans offered by the City. The City shall make monthly payments to each employee's Flexible Benefit Plan in an amount which, when combined with contribution amounts specified in Section 5.01 of this resolution is sufficient to pay up to one hundred percent (100%) of the premium required of the employee by reason of enrollment and the enrollment of eligible dependents, if any, in a CalPERS medical insurance plan. Such supplemental payments shall be paid for the remaining term of this MOU only.

In no event shall the sum of the City's contributions pursuant to the provisions of Sections 5.01-B and 5.02 of this MOU exceed the premium rate for the CalPERS medical insurance plan in which the employee is enrolled.

For the purpose of this section, a dependent is defined as a person who satisfies the definition of dependent in the CalPERS medical insurance plan in which the employee is enrolled. Such dependents must also be enrolled in and covered by the plan.

The monies in an employee's Flexible Benefits Plan shall be used only for payment of premium charges for the CalPERS medical insurance program in which the employee is enrolled.

Under the Flexible Benefits Plan the City will not treat the employee's share of premium payments for the CalPERS medical insurance program as compensation subject to income tax withholding unless the Internal Revenue Service (IRS) or the California Franchise Tax Board (FTB) indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

Each employee shall file an election in writing during the month of open enrollment for medical insurance each year as to how the monies in their

Flexible Benefits Plan are to be expended during the ensuing year. Thereafter, no changes to designations so made shall be allowed until the enrollment of the following year, except for bona fide hardship conditions which shall be reviewed and determined by a committee consisting of the Director of Finance and the Director of Human Resources (or their designees), and two (2) persons designated by the employee unit who are members of the representation unit. A simple majority vote of the committee shall be required in order for a change in flexible benefit designation to occur. Decisions of the committee shall be implemented only if they do not contradict applicable provisions of IRS regulations.

Each employee shall be responsible for providing immediate written notification to the Human Resources Director of any change to the number of their dependents which affects the amount of the City's payment to the Flexible Benefits Plan Account. An employee who, by reason of failing to report a change in dependents, receives a City payment greater than the amount to which they are entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to employee's Flexible Benefits Plan Account. Changes to flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Director of Human Resources. No retroactive increases to the City's payments shall be allowed.

### **5.03 Federal or State Health Plan**

If, pursuant to any federal or state law which may become effective subsequent to the effective date of this MOU, the City is required to pay contributions or taxes for hospital, medical, dental care, prescription drug or other health benefits to be provided employees under such federal or state act, the City's obligation to furnish the same benefits under the Hospital Medical-Surgical-Dental Care and Prescription Drug Plans shall be suspended and the contributions agreed to be paid monthly hereunder by the City under Sections 5.01, 5.02, and 5.05 of this MOU shall be reduced each month by the amounts which the City is required to expend during any such month in the form of contributions or taxes to support said federal or state health plan.

If, as a result of such a law, the level of benefits provided by such law for any group of employees or their dependents, is lower in certain categories of services than that provided under Sections 5.01, 5.02, and 5.05, the City shall, to the extent practicable, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under said Sections 5.01, 5.02, and 5.05. The City need only expend for this purpose the actual amount required to achieve parity between the benefits

agreed to be provided under Sections 5.01, 5.02, and 5.05 and the benefits provided under any federal or state plan as supplemented in the manner herein above described.

If the benefits provided under the federal or state act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contribution in pursuance of this section. In the event that the federal or state government enacts a health care program requiring contributions by employees, such employee contribution shall be reimbursed by the City to the amount by which said employee contribution reduces the City contribution required by the terms of this MOU.

#### **5.04 Alternate Benefits**

Employees shall be allowed an opportunity to select certain options as alternatives to those benefits listed in Sections 5.01-C and 5.02 of this MOU. These options shall be available only to those employees for whom no City contribution is made towards premiums for such insurance because the employee is covered under group medical insurance from a source other than the City. The employee may direct that the City's contribution be applied to payment of premiums for group insurance policies held by the employee by reason of professional affiliation, training and/or nature of the position of employment with the City, purchase of past service credits with CalPERS, contribution to the deferred compensation program, or be paid in cash. Cash payments, if any, shall be reported to the IRS and the FTB as compensation subject to income tax withholding. Each employee shall be solely and personally responsible for any tax liability that may arise out of the implementation of the alternate benefits. The monthly alternate benefit amounts to be provided employees are:

Employee Only	Two hundred ten dollars (\$210.00)
Employee & One Dependent	Three hundred eighty dollars (\$380.00)
Employee & Two + Dependents	Five hundred dollars (\$500.00)

For the purpose of this section, the term "dependent" shall mean a dependent eligible for coverage under a CalPERS medical insurance plan if such coverage had otherwise been elected by the employee.

The provisions of this section shall be administered in accordance with regulations issued by the City Manager which shall include, but not be limited to, the method and frequency of reimbursement to employees for the alternate benefits program(s) selected; the frequency with which employees may exercise the option to change alternate benefits programs; and appropriate procedures for the verification of payments made in pursuance of this section.



## **5.05 Dental Insurance**

The City shall purchase dental insurance coverage for full-time employees, other than temporary and provisional employees, and their eligible dependents. The City's contribution towards the purchase of Insurance offered by Delta Dental or a successor plan shall not exceed eighty-eight dollars and sixteen cents (\$88.16) per employee per month, and the City contribution towards purchase of insurance offered by MIDA or a successor plan shall not exceed thirty-three dollars and twenty-eight cents (\$33.28) per month except as provided below.

Benefits under the Delta Dental plan shall include the following: One hundred percent (100%) payment of diagnostic and preventative services; Eighty percent (80%) payment for other basic services, and crowns and cast restorations; Seventy percent (70%) payment for prosthodontics; Fifty percent (50%) payment for orthodontics (adults and children). Deductibles each calendar year shall be twenty-five dollars (\$25) per person with a maximum of seventy-five dollars (\$75) per family. Maximum benefit payments shall be two-thousand dollars (\$2000) per year for each patient except for orthodontics which shall carry a two-thousand dollar (\$2,000) lifetime maximum benefit per patient.

In the event the premium rate charged by the dental insurance carriers is increased such that it exceeds the maximum contribution amounts listed above, the City shall pay the additional amounts on behalf of employees during the term of this MOU only.

The City reserves the right to provide dental care benefits under a plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing dental care benefits for employees or through a program of self-insurance. In the event the City exercises this option the alternate coverage shall be substantially equivalent to the coverage in effect at such time as a change in carriers takes effect.

## **5.06 Life Insurance**

The City shall pay the cost of providing each employee with a group term life insurance policy in the amount of one times (1x) the annual gross salary of the employee. The policy shall include accidental death and dismemberment coverage and the right to conversion at the time of termination of employment to a form of permanent coverage without medical restrictions nor the requirement to demonstrate evidence of insurability.

### **5.07 Disability Insurance**

The City shall continue in effect, at no cost to the employee, a Long-Term Disability Insurance policy with that provides essentially comparable benefits to those currently provided. This program shall provide disability benefits based upon two-thirds (2/3) of an employee's current gross salary.

### **5.08 Vision Care**

The City shall purchase vision care insurance for employees and eligible dependents. The plan shall require a fifteen dollar (\$15.00) deductible, and shall provide for an eye examination, lenses and frames once per year.

The City's contribution towards the purchase of this insurance shall not exceed twelve dollars and thirteen cents (\$12.13) per employee per month except as provided below. In the event the premium rate charged by the vision care insurance carrier is increased such that it exceeds the maximum contribution amount listed above, the City shall pay the additional amount on behalf of employees for the remaining term of this MOU only.

The City reserves the right to provide vision care benefits under a plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing vision care benefits for employees, or through a program of self insurance. In the event the City exercises this option the alternate coverage shall be substantially equivalent to the coverage in effect at the time this option is exercised.

### **5.09 Medical, Dental, Vision, Flexible and Alternate Benefits for Certain Part-Time Employees**

Employees who are hired in part-time status and full-time employees who voluntarily assume part-time status shall be entitled to participate in group medical, dental, and vision insurance programs, and to receive a payment from the City to be applied to such plans subject to the following conditions:

1. Only those employees hired into positions budgeted for twenty (20) or more hours per week and who consistently work twenty (20) or more hours per week shall be entitled to coverage under group medical and dental plans.
2. The amount of the City's payment for medical insurance shall be proportionate to that amount provided for full time employees in Sections 5.01-C and 5.02 of this MOU based upon the total number of hours worked each month by the part-time employee. For new

employees, the amount of City contribution for medical insurance shall be based upon the employee's estimated work schedule during the first month of coverage. Thereafter, the actual number of hours worked by the employee each month shall be used to determine the amount of City contribution towards medical insurance premiums in the month next following.

3. The City contribution shall be a proportionate amount of the current premium rate for the plan selected, or the amount provided in paragraph 2 above, whichever is the greater.
4. The amount of the City's payment for dental insurance shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 5.05 of this MOU. The calculation of proportionate payments shall be in accordance with the provisions of paragraph 2 of this section.
5. The amount of the City's payment for vision insurance shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 5.08 of this MOU. The calculation of proportionate payments shall be in accordance with the provisions of paragraph 2 of this section.
6. The amount of the City's payment for alternate benefits shall be based upon scheduled hours of work and shall be proportionate to the amounts paid on behalf of full-time employees as specified in Section 5.04 of this Memorandum of Understanding. The calculation of proportionate payments shall be based upon the hours budgeted for the position.

As an exception to the foregoing, those employees who assume part-time status as a result of a City imposed reduction in hours will continue to receive City payment of medical, dental, and vision insurance premiums and will continue to participate in the Flexible Benefits Plan on the same basis as for full time employees.

## **5.10 Retirement Program**

The City will continue to contract with the CalPERS to provide a retirement program for employees. Effective January 1, 2001, the City shall amend its contract with CalPERS to provide bargaining unit employees with the three percent at fifty (3% @ 50) retirement formula, continuing the One-Half (1/2) Survivor Continuance benefit, Third Level 1959 Survivor's Benefits Program, the One (1) Year Highest Compensation Retirement Formula, Repurchase of Military Service Credit, and Continuation of Death Benefit after Remarriage of Survivor.

## 5.11 Deferral of Certain Payments Due on Retirement

An employee who separates from service and is at the time eligible for early, normal, late, or disability retirement under CalPERS may elect, in accordance with this section, to defer receipt of any payments that would normally be made in lieu of unused leave. An election under this section must be made in accordance with the following rules:

- A. The election must be made when the employee notifies the City or CalPERS of the date of retirement but not less than two (2) weeks before the employee's actual date of retirement. It may be changed or revoked, but any election in effect one year before retirement will be applied, regardless of any subsequent attempt to change or revoke it.
- B. The election applies to payments that employees would otherwise receive upon separation from service in lieu of unused sick leave, vacation leave, compensatory leave, or other leave.
- C. The employee may elect to defer all or any portion of the payments specified in subsection B above. The amount deferred may be expressed as a percentage of the total payment or as a dollar amount not to exceed the total payment.
- D. The election must specify a date on which the deferred amount is to be paid. The specified date of payment may be no later than one (1) year after the employee's date of retirement. Only a single date of payment may be specified. The date may be expressed as a fixed date (such as "January 1, 1999") or as date determinable by reference to the date of retirement (such as "twelve (12) months after retirement" or "January 1 following the calendar year of retirement").
- E. If an employee does not separate from service on or before the date of payment specified in subsection D above or is not eligible for retirement under CalPERS at the time of separation from service, the deferral election is automatically revoked. A new election may be made only in accordance with subsection A above.
- F. No interest will be paid on amounts deferred under this section.
- G. Upon the death of a retired employee who has made a deferral election under this section but has not yet received payment, the deferred amount will be paid to the beneficiary determined under the provisions of CalPERS.

## 5.12 Other Post-Employment Benefits (OPEB)

- A. The City and the Association recognize the need to fund retiree medical. As such, beginning with the pay period that includes July 1, 2018, employees represented by the Association shall contribute one percent (1%) of base salary (excluding overtime), to an irrevocable trust to fund the unfunded retiree medical obligations. The contribution made by employees to the trust fund shall be exclusively allocation for the expense of retiree healthcare of its members.
- B. Upon the establishment of a Retiree Medical Trust in accordance with Section 5.13 of this MOU, the employee contribution pursuant to Section 5.12(A) shall be discontinued.
- C. The establishment of a Retiree Medical Trust does not absolve the City from paying employees that retired prior to June 30, 2024, Section 5.01-A(1), or the PEMHCA minimum for employees that retire on or after July 1, 2024, Section 5.01-A(2). Therefore, the Association will not contest the City's use of the OPEB Trust Fund established by Section 5.12, if necessary, to fund the OPEB liabilities for employees outlined in Section 5.01-A(1) and/or the fund PEMHCA minimum for all retirees outlined in Section 5.01-(A)(2).
- D. Since the OPEB Trust Fund, Section 5.12-A, is invested, it will grow over time. Conversely, the establishment of the Retiree Medical Trust will reduce the City's unfunded liability over time and there may be an excess remaining at a future date when all employees outlined in Section 5.01-A(1) are no longer receiving benefits. When the OPEB Trust Fund's value reaches a level where the City can fund all OPEB liabilities from Section 5.01-A(1) and (2) the Association and the City agree to meet and confer to evaluate the equitable dissolution of the OPEB Trust Fund established by Section 5.12-A.

## 5.13 Retiree Medical Trust

- A. Acknowledgement. In accordance with Internal Revenue Code Section 501c and a majority vote of the Association membership, the City acknowledges that the Association has entered into an agreement with the Association Medical Expense Reimbursement Plan of the WSCFF Employee Benefit Trust (hereafter, the "Trust").
- B. Defined Class of Employees Receiving Contributions. "Defined Class" means all full-time employees represented by the Association except employees as described in 5.13-B(1)\_below.
  1. Employees able to demonstrate to the City entitlement to full post-retirement medical benefits through a spouse or previous

employment may make a one-time irrevocable election not to participate in the Trust. Employees entitled to this exemption must notify Human Resources of their refusal to participate within thirty (30) calendar days of Trust implementation or date of hire by the City.

- C. Employee Contribution Amount. The City and the Association agree that the City shall withhold a mandatory contribution amount equivalent to one percent (1%) of the monthly base pay of Step E Deputy Fire Chief (fifty-six (56) hour) per month (i.e., two hundred sixty-seven (\$267.00) for FY2024), plus an additional contribution based on years of service in accordance with Table C-1 below on a pre-tax basis from the pay of every employee in the Defined Class and shall transmit such contributions to the Trust pursuant to the requirements of 5.13-(G) below.

Years of service shall be inclusive of enrollment in CalPERS, United States Forestry Service, United States Military Service, CERL-1937 Act, and/or other municipal pension system.

No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

Employee contributions will be made on a bi-weekly per pay period basis in the amount of one-hundred twenty-three dollars twenty-three cents (\$123.23)\*, plus an additional contribution based on years of service. The Association has determined that the contributions to the plan shall be per pay period as follows:

Table C-1.

Years of Service	Biweekly Employee Contributions (1% of Step E Deputy Fire Chief*)	Additional Biweekly Employee Contribution*	Total Biweekly Employee Contribution*	Total Monthly Employee Contribution*
0-10	\$123.23	-	\$123.23	\$267.00
11-20	\$123.23	\$25.00	\$148.23	\$321.17
21-22	\$123.23	\$50.00	\$173.23	\$375.33
23-24	\$123.23	\$75.00	\$198.23	\$429.50
25-26	\$123.23	\$100.00	\$223.23	\$483.67
27-28	\$123.23	\$125.00	\$248.23	\$537.83
29+	\$123.23	\$150.00	\$273.23	\$592.00

\*This amount shall be adjusted whenever the Step-E Deputy Fire Chief salary is adjusted

- D. Vacation Leave transfer.

1. Annual Vacation Leave Transfer. The City and the Association agree that an employee in the Defined Class, by written election may convert up to one hundred twenty (120) hours of accrued vacation one (1) time per year, and the City shall irrevocably transfer the value of the converted vacation leave to the employee's Trust account on a pre-tax basis subject to the following:
  - a. The value of converted vacation hours shall be based on the employee's straight time hourly rate of pay in effect at the time of the conversion, and
  - b. To be eligible for vacation leave transfer all fifty-six (56) hour employee must have used a minimum of ninety-six (96) hours of paid vacation in the twelve (12) months preceding the submission of the request and have at least forty-eight (48) hours of vacation after the conversion.
  - c. To be eligible for vacation leave transfer all forty (40) hour employees must have used a minimum of eighty (80) hours of paid vacation in the twelve (12) months preceding the submission of the request and have at least forty (40) hours of vacation after the conversion.
  - d. The employee may elect to apply any portion of the value of the converted vacation leave to a qualifying deferred compensation plan up to allowable IRS limits, and
  - e. The employee may not convert accrued vacation leave more than one (1) time per calendar year, and
  - f. No employee in the Defined Class shall have the option to receive a cash payout for the value of the converted vacation leave in lieu of making contributions to the Trust and/or deferred compensation plan.
  
2. Vacation Leave Transfer at Separation. For every employee in the Defined Class, the City shall, upon the employee's separation from the City, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to one hundred percent (100%) of the payments that would otherwise be paid on behalf of the employee for unused vacation leave.

The employee, by written election received by the City no later than thirty (30) days prior to separation, may elect to apply any portion of the value of the vacation leave accrual to a qualifying deferred

compensation plan up to allowable IRS limits. Absent such election, the City shall implement the vacation leave transfer to the employee's Trust account as set forth above.

No employee in the Defined Class shall have the option to receive a cash payout for the value of the accrued vacation leave in lieu of making contributions to the Trust and/or deferred compensation plan.

Employees excluded from Trust contributions in accordance with Section 5.13-B(1) shall receive a cash payout for accrued vacation leave upon separation. Such employees may elect to apply any portion of the cash payout to a qualifying deferred compensation plan up to allowable IRS limits.

- E. Sick Leave Transfer. For every employee in the Defined Class, the City shall, upon the employee's separation from the City, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to one hundred percent (100%) of the payments that would otherwise be paid to or on behalf of the employee for unused sick leave.

The employee, by written election received by the City no later than thirty (30) days prior to separation, may elect to apply any portion of the value of the sick leave accrual pursuant to terms set forth in this section, to a qualifying deferred compensation plan up to allowable IRS limits, or apply accrued sick leave hours to service credit in accordance with the City's agreement with CalPERS. Absent such election, the City shall implement the sick leave transfer to the employee's Trust account as set forth above.

No employee in the Defined Class shall have the option to receive a cash payout for the value of the accrued sick leave in lieu of making contributions to the Trust, deferred compensation plan, or CalPERS service credit.

- F. Employer Contribution Amount. The City and the Association agree that effective July 1, 2024, the City shall, on a pre-tax basis, make the following contribution based on years of service on behalf of every member of the Defined Class.

Years of service shall be inclusive of enrollment in CalPERS, United States Forestry Service, United States Military Service, CERL-1937 Act, and/or other municipal pension system.

1. The City shall contribute a total of five hundred eight dollars and thirty cents (\$508.30) per month (two-hundred thirty-four dollars and sixty cents (\$234.60) per pay period). The City contribution shall be allocated to the employee's Trust account and a City-sponsored 401(a) account in accordance with Table F-1 below:



Table F-1

Years Of Service	City Trust Contribution (Biweekly)	City 401(a) Contribution (Biweekly)	Total City Contribution (Monthly)
Up to 15	\$0	\$234.60	\$508.30
Greater than 15	\$170.39	\$64.21	\$508.30

2. Employees exempted from Trust participation pursuant to Section 5.13-B(1) shall receive five-hundred eight dollars and thirty cents (\$508.30) as a monthly City contribution to the 401(a).
3. The City acknowledges that Trust provisions require participating employees to attain five (5) years of Active Service in the plan to qualify as a Regular Beneficiary, as defined by the plan document. Regular Beneficiaries are entitled to monthly benefits from the Poled Account of the Trust.

In consideration of the elimination of the Supplemental Retirement Benefit pursuant to Section 5.01-A of this MOU, the City shall make a lump sum contribution on behalf of all employees in the Defined Class retiring with less than five (5) years of monthly Trust contributions, for the term of this MOU only, in accordance with the following:

- b) The City lump sum contribution shall be made to the employee's Trust account at retirement.
- c) The amount of the City lump sum payment shall be limited to the minimum amount necessary to provide a retiring employee with only the additional Active Service required for the employee to receive monthly benefits from the Trust as a Regular Beneficiary and provide a Monthly Benefit Level of at least five hundred eight dollars and thirty cents (\$508.30) as calculated on the date that the lump sum payment is made.
- d) The City lump sum contribution shall incorporate an actuarially adjusted Active Service Unit ("ASU") value set forth in *Appendix C – Lump Sum Transfer Conversion Table* of the Trust plan document in effect at the time of retirement.
- e) The City lump sum transfer shall not be inclusive of terminal leave transfers to the Trust pursuant to Sections 5.13-D(2) and 5.13-E of this MOU.
- f) The City acknowledges that a retiring employee has the option to convert the City lump sum transfer to ASUs in order to attain

Regular Beneficiary status, as defined by the Trust or retain the City lump sum transfer in the Individual Employee Account in the Trust and remain as a Limited Beneficiary.

- g) A retiring employee in the Defined Class who has previously received five (5) years of contributions to the Trust and attained Regular Beneficiary status in the Trust shall not be eligible for a City lump sum contribution.
- h) A retiring employee in the Defined Class shall not have the option to receive a cash payout for the value of the City lump sum contribution in lieu of making contributions to the Trust.

G. Remittance of Contributions. The City shall remit the above contributions directly to the Trust for the duration of the MOU effective the first full pay period occurring after approval of this MOU. Those contributions shall be remitted per pay period, in one aggregate payment, either ACH transfer or wire, directly to the custodian of the Trust within thirty (30) days of the date the payment would have been payable to the Employee.

The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth herein.

H. Reporting to the Trust Office. The City shall electronically submit to the Trust Office a report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within fourteen (14) days of receipt of the contribution funds.

The City shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the City has notice of changes to the information.

I. Modification of Employee Contribution and Leave Amounts. The City and the Association agree that the Association has the right, subject to approval of its members according to the Association's internal rules, to prospectively modify the amount of the mandatory employee monthly contribution (Part C), provided the amount of the total recurring contribution meets the plan minimum set forth by the Trust [currently seventy-five dollars (\$75) per month] or the percent of the mandatory employee leave contribution (Parts D, E) during the course of this MOU, so long as the modification is mandatory for all employees. The City shall make every effort to implement any such changes in deduction amounts within two (2) pay-periods following receipt of written notice from the Association of the change.

- J. To the extent authorized by law, all contributions under this Section 5.13 shall be made on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the Trust.
- K. The Association shall indemnify, defend, and hold harmless the City from any claim, complaint, assessment, penalty, or damages asserted by any person or entity, including any state or federal authority, arising out of Association participation in the Trust, including but not limited to fines, fees, or penalties issued by state or federal taxing authority against the City due to Employee payroll deductions or compensation payouts that are directed to the Trust. Responsibility for the maintenance and investment of the Trust funds rests solely with the Trust's Board of Trustees.
- L. The City provides no guarantee to employees regarding the ultimate length of retiree medical benefit payout. Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in value. Nothing contained in this MOU shall constitute a guarantee by the City that assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. All payments, in the form of employee contributions, to the Trust are defined contributions only. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees and the current Plan. The parties understand that the above provisions shall in no way obligate the City to incur any additional costs or obligations beyond those already set forth in this contract.
- M. The City's obligation to provide pre-tax deposits would remain subject to IRS rules as they may be revised in the future. Should the IRS later determine that these contributions are no longer permissible on a pre-tax basis, the City shall cease deducting such amounts from employee compensation.
- N. Participation in the Trust shall be the complete and sole responsibility of the Association. The City shall not be involved in the Trust's design, its administration, or in the benefits paid, nor shall the City have any responsibility for any actions of the Trust or its trustees, or of the Association with respect to the Trust. The City has no fiduciary duty with respect to the Trust.

## 6.00 SALARY ADMINISTRATION

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### 6.01 Salary Administration Policy

The policy governing preparation of a compensation plan shall be that of salary standardization, or like pay for like work.

### 6.02 Salary at Time of Employment

The plan may provide a flat salary rate or a salary range for each classification with a minimum, maximum, and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step on employment except that the City Manager or other appointing authority may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually well qualified.

### 6.03 Eligibility for Advancement in Pay

Employees may be advanced to higher steps as merited by progressive improvement in job skills and work performance. The following time-in-step requirements shall normally apply before an employee gains eligibility for advancement in pay.

Step	Time-in-Step
A	Six (6) months
B	Six (6) months
C	One (1) year
D	One and one half (1.5) years
E	---

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing the duties, advancement may be made prior to completion of the above time-in-step requirements. When a pay range consists of less than five (5) steps, the range shall be established at the higher steps within the above time schedule. In determining time-in-step, it shall begin on the first five (5) days of the period; otherwise, time shall begin on the first day of the next payroll period. Advancement in pay, when approved, shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirements outlined above. If an employee is on leave without pay for more than one (1) month, the period shall be deducted from employee's accumulated time-in-step.

#### **6.04 Attaining Advancement**

An employee must demonstrate that advancement is merited on the basis of job performance. Advancement shall not be made solely because an employee is eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position. Department Heads or the City Manager shall be notified by the Director of Human Resources of an employee's approaching eligibility for step advancements.

#### **6.05 Use of Performance Ratings in Determining Whether Step Advancement is Merited**

Performance ratings shall guide supervisors and Department Heads in determining whether step advancements have been earned and should be recommended to the City Manager.

#### **6.06 Withholding Step Advancements**

Department Heads have the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. Department Heads shall keep their employees informed about their job performance, giving good work its proper recognition and any deficient work all possible guidance and assistance toward improvement. Department Heads shall notify the employee as to the reasons for withholding step advancements prior to submitting such recommendation to the City Manager.

#### **6.07 Change in Pay Upon Promotion**

When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step is equal to or less than their present salary, or they would be eligible for step advancement shortly in their previous position, they may receive the next step in the salary range of the new position which is at least five percent (5%) above their present salary. When no advancement in salary is granted on promotion, employees may be allowed to carry forward time-in-step accumulation.

#### **6.08 Change in Pay Upon Demotion**

When employees are demoted, they shall be placed in a salary step in their new class which is the same as or above the step held prior to demotion providing said demotion is not the result of disciplinary action.

## **6.09 Change in Pay Upon Reclassification**

When a position is reallocated to a classification with a higher pay range and the incumbent employee retains the position, employee shall normally be placed at the first step in the new range. If no increase in pay results, advancement may be made to the next step immediately above the present salary. When recommended by the department head and approved by the City Manager, additional advancement may be granted. If no change in salary is granted, the employee may be allowed to carry forward time-in-step accumulation.

When a position is reallocated to a classification with a lower salary range, the incumbent employee shall not be reduced in pay while they continue to occupy the position. If the employee's current rate is below the maximum step of the new range, the employee shall continue at the present salary and carry forward time-in-step accumulation. If the employee's current rate exceeds the maximum step of the new range, their salary shall be frozen at its current level. When the incumbent leaves the position, a replacement shall normally be hired at the beginning rate.

## **6.10 Acting Pay**

Employees may be assigned to perform the duties of a higher classification on an "acting" basis when in the judgment of the Department Head or Division Head a need exists for work to be performed in such higher classification.

"Acting" assignments shall only be made by the Department Head/Division Head and the employee shall be provided with a written notice assigning employee to the higher classification on an "acting" basis.

Employees assigned in accordance with the foregoing to perform the duties of a higher classification on an "acting" basis for a period of two (2) weeks or more shall receive "acting" pay retroactive to the first day of such assignment. Employees qualifying for "acting" pay shall receive the salary step of the higher classification which represents an increase over the employee's present salary step, or a five percent (5%) increase over the employee's present salary step, whichever is the greater, but shall not exceed the top step of the salary range for the higher class.

## **6.11 Special Assignment Positions**

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager. Selection of employees to said positions and removal therefrom shall be made by the City Manager upon recommendation of the

Department Head. An employee so assigned shall receive a salary increment not to exceed ten percent (10%) of employee's present salary.

## **6.12 Payment of Employees' CalPERS Contributions**

The members of this bargaining group acknowledge the escalating costs of the employee pension benefit and the importance of the employees' sharing the cost of the benefit. For employees hired before January 1, 2013 (or to eligible employees hired after that date who qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c)) shall pay the entire employee rate of pay required by CalPERS. p

## **6.13 Payment of Employers' PERS Contributions**

### **(A) Employees Hired Before January 1, 2013**

The provisions described in this Section A apply only to CalPERS eligible employees hired before January 1, 2013, or to eligible employees hired after that date who qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c), referred to as CalPERS "Classic Members."

The City shall continue to provide CalPERS Classic Members with retirement benefits in accordance with the existing contract with PERS, and all amendments to that contract, including:

1. Section 21362.2 – 3% @ 50 Retirement Formula;
2. Section 20042 – Final Compensation 1 year;
3. Section 20965 – Unused Sick Leave Credit;
4. Section 21547.7 – Alternative Death Benefit for Local Fire Members Credited with 20 or More Years of Service;
5. Section 21573 – 1959 Survivor Benefits Level 3;
6. Section 21329 – 2% Annual Cost-of-Living Allowance Increase;
7. Section 20516 – Member Sharing Cost of Optional Benefit;
8. Section 20903 – Additional Service Credit 2 Years;
9. Section 21551 – Pre Retirement Death Benefit to Continue after Remarriage;
10. Section 21027 – Military Service Credit for Retired Persons;
11. Section 21024 – Military Service Credit for as Public Service;
12. Section 21635 – Post-Retirement Survivor Allowance to Continue after Remarriage;
13. Section 21624/21626 – Post-Retirement Survivor Allowance;
14. Section 21620 – Retired Death Benefit; and
15. Section 20055 – Prior Service.

Employees shall pay fifteen percent (15%) of reportable wages to fund employee pensions. This contribution represents the employee's fifty percent (50%) of normal cost as determined by CalPERS. The balance, if any, of this contribution shall constitute employee payment of a portion of the employer's fifty percent (50%) of normal cost as determined by CalPERS.

The term "normal cost" is defined in section 7522.04(g) of the Government Code as "the portion of the present value of projected benefits under the defined benefit that is attributable to the current year of service, as determined by the public retirement system's actuary according to the most recently completed valuation."

(B) Employees Hired on or After January 1, 2013

This Section B shall apply to CalPERS eligible employees hired on or after January 1, 2013, who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c). Referred to as CalPERS "New Members." The retirement plan for these employees shall be the retirement plan which the City is required to provide for new members pursuant to California Public Employees' Pension Reform Act of 2013.

- i. As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply.
- ii. As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit for these employees, final compensation shall mean the highest average annual pensionable compensation earned during thirty-six (36) consecutive months of service.
- iii. As required by Government code Section 7522.30, employees shall have an initial contribution rate of fifty percent (50%) of the total normal cost rate as defined in Section 7522.04(g).
- iv. Other contracted benefits include:
  1. Section 20965 – Unused Sick Leave Credit;
  2. Section 21547.7 – Alternative Death Benefit for Local Fire Members Credited with 20 or More Years of Service;
  3. Section 21573 – 1959 Survivor Benefits Level 3;
  4. Section 21329 – 2% Annual Cost-of-Living Allowance Increase;
  5. Section 20516 – Member Sharing Cost of Optional Benefit;
  6. Section 20903 – Additional Service Credit 2 Years;
  7. Section 21551 – Pre Retirement Death Benefit to Continue after Remarriage;



8. Section 21027 – Military Service Credit for Retired Persons;
9. Section 21024 – Military Service Credit for as Public Service;
10. Section 21635 – Post-Retirement Survivor Allowance to Continue after Remarriage;
11. Section 21624/21626 – Post-Retirement Survivor Allowance;
12. Section 21620 – Retired Death Benefit; and
13. Section 20055 – Prior Service.

New members shall pay fifteen percent (15%) of reportable wages to fund their pension. This contribution represents not less than the employee's fifty percent (50%) of normal cost as determined by CalPERS. The balance, if any, of this contribution shall constitute employee payment of a portion of the employer's fifty percent (50%) of normal cost as determined by CalPERS. In no event shall the employee contribution be less than fifty percent (50%) of the total normal cost rate, as required by Government Code Section 7522.30.

#### **6.14 Salaries**

The base rate for the classification of Deputy Fire Chief shall be ten percent (10%) greater than the base rate for Fire Training Officer and Fire Marshal.

#### **6.15 Deployment Pay**

To be eligible to receive "deployment pay," an employee must be deployed to an incident or event that: (1) occurs outside of the City and/or the City's contracting jurisdictions; (2) is in response to a mutual aid request in support of any local, state, or federal emergency; and (3) is reimbursable to the City. All three (3) conditions must be met for the incident to be eligible for deployment pay.

Deployment pay is compensation for hours worked beyond an employee's regular work schedule. Deployment pay will be paid at the prevailing reimbursable rate, not to exceed one and one half times (1.5x) the employee's hourly rate (which is determined by dividing the employee's weekly salary by forty (40) hours).

Example: If an employee's regular schedule is a four-ten (4/10) schedule and the employee is assigned to a seven (7) day deployment that begins and ends with the workweek, the employee will receive their regular salary for the week. In addition, the employee will receive fourteen (14) hours of deployment pay on four (4) of the days of the work week and twenty-four (24) hours of deployment pay on three (3) days of the workweek.

## 7.00 HOLIDAYS

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### 7.01 Holidays Observed by the City

The following days shall be holidays for all employees:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- Lincoln's Birthday (February 12)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Admission Day (September 9)
- Indigenous Peoples' Day (second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Friday after Thanksgiving Day (Friday following fourth Thursday in November)
- Half (0.5) Day Christmas Eve (December 24)
- Christmas Day (December 25)
- Half (0.5) Day New Year's Eve (December 31)

If any of said holidays fall on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, it shall be compensated for by equivalent credit to vacation leave. If a holiday falls on an employee's regular day off, or if an employee is scheduled or assigned to work on a holiday, employee shall be entitled to equivalent time off at a later date, and such time shall be credited to the employee's vacation leave. Scheduling or assignment of holiday work must be approved in advance by the City Manager or City Manager's designee. For the purpose of this section, the number of hours comprising a holiday is defined as ten (10) hours for employees on a four-ten (4/10) schedule (four (4), ten (10) hour days per week), and eight (8) hours for all other employees.

Employees shall receive holiday pay as each holiday occurs. Employees shall receive holiday pay for any holidays worked or falling on an employee's regular day off.

## **7.02 Holiday-New Year's Eve**

Employees shall be entitled to time off with holiday pay for the last half (four (4) hours) of their workday on New Year's Eve, except in those years when New Year's Day is observed on a Monday. In the event New Year's Day is observed on a Monday, the City shall in each such year credit each employee with four (4) hours of vacation leave in lieu of the aforementioned holiday.

## **7.03 Holiday-Christmas Eve**

Employees shall be entitled to time off with holiday pay for the last half (four (4) hours) of their workday on Christmas Eve.

In addition to the foregoing, employees shall be allowed an additional four (4) hours off on either one (1) of the workdays specified in Sections 7.02 and 7.03. An equivalent credit to vacation leave will be provided to those employees who are unable to be released on either one (1) of these days.

## **7.04 Holidays for Part-Time Employees**

Part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to four (4) hours pay for each holiday observed for full-time employees. Eligible part-time employees shall receive one-half (0.5) hour of holiday leave for each full hour of leave granted full-time employees for the New Year's Eve and Christmas Eve holidays described in Sections 7.02 and 7.03 of this MOU.

## **7.05 National Days of Mourning**

When a day of mourning is proclaimed by the President of the United States and the Governor of the State of California, and said day of mourning is observed by the City, the following procedures shall apply:

- a. Those employees who are released from work on a day of mourning will be compensated in full for the day.
- b. Those employees required to work on a day of mourning, and those whose day off falls on such a day, will receive an equivalent credit to vacation leave for those hours worked during the normal shift.
- c. The Fire Chief shall be responsible for determining which employees may be released on a day of mourning. Every effort shall be made to release as many employees as possible consistent with operating requirements so as to minimize the crediting of vacation hours.

The provisions of this section shall apply only to those full-time and part-time employees who are otherwise entitled to receive vacation and holiday benefits.

## **8.00 VACATIONS**

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### **8.01 Vacation Leave Policy**

Vacation leave is a right; however, the use of same shall be approved by the Department Head or City Manager taking into account the desires and seniority of employees and, more particularly, the workload requirements of the department. Employees shall take vacation leave regularly each year and shall be encouraged to take vacation at least one (1) full week at a time. In order to give effect to this policy and to realize the greatest benefit from vacation leave for both employee and the City, limitations shall be placed upon the amount of unused vacation leave an employee is allowed to accumulate.

### **8.02 Vacation Benefits for Certain Part-Time Employees**

Only those employees hired into positions budgeted for twenty (20) hours or more per week and who consistently work twenty (20) or more hours per week shall be eligible for vacation leave. Leave shall be accrued at half (0.5) the rate of full-time employees.

No vacation shall be granted during the first six (6) months of service. When an employee begins the seventh month of continuous, satisfactory service, vacation leave credits earned from the original date of hire pursuant to the above schedule shall be credited for use.

### **8.03 Vacation Accrual**

Employees will accrue vacation benefits each payroll period based upon the number of hours employee is entitled. Full time vacation accrual rates are as follows:

- a. First year of service: 3.85 hours per payroll period.
- b. Five years of service: 6.15 hours per payroll period.
- c. Fifteen years of service: 7.7 hours per payroll period.

Vacation leave shall continue to be earned during other authorized leaves with pay. When a holiday falls during an employee's absence on vacation leave, it shall not be deducted from employee's accrued leave. Leave time earned but unused at date of termination shall be added to final pay.

The maximum vacation accrual cap shall be twice the annual allowance plus forty (40) hours. The vacation accrual cap shall be maintained on a continuous per pay period basis. For any pay period in which an employee's vacation leave balance exceeds the maximum accrual allowance, no additional vacation leave will be earned until the employee's leave balance falls below the maximum accrual.

An employee will accrue at the next highest benefit level on the employee's corresponding anniversary date. Vacation leave can be accrued but shall not be granted during the first six (6) months of service.

No employee shall be allowed to maintain a balance of unused vacation leave in excess of the maximum vacation accrual cap. Exceptions may be permitted on approval of the Department Head and the City Manager. In granting such exceptions, the City Manager may specify a time within which such excess vacation leave must be used. Failure to use such excess vacation leave within the time specified by the City Manager shall cause no additional vacation leave to accrue. It shall be the responsibility of each employee to ensure the full use of vacation leave credits received by scheduling the necessary time off each year.

## **8.04 Vacation Leave Transfer**

Employees may transfer up to one-hundred and twenty (120) hours of accrued vacation leave each calendar year as set forth herein. All vacation leave transfer requests will be paid directly into the employee's Trust account or qualified deferred compensation plan on behalf of the employee in accordance with Section 5.13 of this MOU.

All requests for vacation leave transfer shall be submitted through Employee Self-Service (ESS) by completing the Request for Leave Cash Out Form.

To be eligible for vacation leave transfer all fifty-six (56) hour employees must have used a minimum of ninety-six (96) hours of vacation in the twelve (12) months preceding submission of the request and have at least forty-eight (48) hours of vacation leave remaining after the transfer.

To be eligible for vacation leave transfer all forty (40) hour employees must have used a minimum of eighty (80) hours paid vacation in the twelve (12) months preceding submission of the request and have at least forty (40) hours of vacation leave remaining after the transfer.

Employees excluded from Trust contributions in accordance with Section 5.13-B(1) shall receive a cash payout or transfer into a qualified deferred compensation plan for accrued vacation leave in lieu of transfer to the Trust.

Employees who intend to transfer/cash out vacation leave shall submit an irrevocable request to do so in the calendar year preceding the year in which the transfer/cash out is to be processed. For leave transfer/cash out between July 1, 2024 and December 31, 2024 only, requests for cash out/transfer may be received and processed through December 1, 2024.

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## **9.00 SICK LEAVE**

### **9.01 Sick Leave Policy**

Sick leave shall be allowed in case of actual sickness of the employee. Use of sick leave shall be approved by the employee's supervisor.

A maximum of six (6) days of an employee's sick leave allowance may be used each calendar year in the event of illness on the part of a family member regardless of residence. Use of sick leave for this purpose is intended to apply in serious and unforeseen conditions where the presence of the employee in the home is required.

A certificate from an attending physician stating nature and extent of the family member's illness may be required in cases of suspected abuse of this provision. Authorization to use additional sick leave for family illness beyond the five (5) days maximum may be granted by the City Manager when, in the City Manager's judgment, circumstances warrant the same. Employees may use not more than four hours of sick leave for the purpose of consulting with a physician concerning a serious illness or injury of a member of the employee's immediate family.

### **9.02 Sick Leave Allowance**

After completing three (3) months of continuous, full-time satisfactory service, full-time employees other than temporary and provisional employees shall accrue 3.96 hours of sick leave credit per payroll period. There shall be no limit on the number of unused hours of sick leave which may be accumulated by an employee.

Temporary or part-time employees who do not qualify for sick leave under the provisions of this MOU may be entitled to sick leave in accordance with Administrative Rule 2.46, Paid Sick Leave.

Sick leave records shall be maintained on an hourly basis. Sick leave shall be taken in periods of no less than one (1) hour. No sick leave shall be earned during leaves of absence without pay. An employee unable to return to work after a further period allowed on sick leave without pay may be retired for disability or separated.

### **9.03 Sick Leave Notice and Certification**

In order to receive compensation while absent on sick leave, employees or someone on their behalf shall notify the immediate supervisor prior to or within two (2) hours after the time set for reporting to work. Department Heads may waive this requirement upon presentation of a reasonable excuse by the employee. Employees shall file a personal affidavit or physician's cause of absence. After five (5) working days' absence, the appointing authority may require a physician's certificate. If employees become ill while on vacation, periods of illness may be charged to sick leave upon presentation of a doctor's certificate stating the nature and extent of the illness. In case of frequent use of sick leave employees may be requested to file physician's statements for each illness, regardless of duration. Employees may also be required to take an examination by a physician designated by the City and to authorize consultation with their own physician concerning their illness. Sick leave shall not be granted for absences caused by intoxication or excessive use of alcoholic beverages.

### **9.04 Sick Leave Records**

Sick leave records shall be maintained on a calendar year basis by the Human Resources Director. During January of each year employees shall have their records credited in advance with the annual allowance. After an absence is approved as sick leave, it shall be deducted from an employee's leave balance. If at time of separation an employee owes the City for unearned sick leave, the actual time shall be deducted from final pay. Upon separation of an employee, any sick leave allowance for which payment has not been made shall be canceled, and shall not be restored if a former employee is reinstated.

### **9.05 Medical and Dental Appointments**

Whenever possible, employees shall make appointments for medical, dental, and similar purposes on Saturdays or other non-workdays. If this is not possible, sick leave may be used for these purposes for a minimum period of one hour and should not exceed four hours except in unusual circumstances.

## **9.06 Payment for Unused Sick Leave**

Any employee leaving the employment of the City in good standing after having completed twenty (20) years of continuous service, or upon retirement from the City for service or disability, or upon termination of employment by reason of death shall receive payment for a portion of that sick leave earned but unused at the time of separation. The amount of this payment shall be equivalent to one percent (1%) of sick leave earned but unused at the time of separation times the number of whole years of continuous employment times an employee's hourly rate of pay at the time of separation. The sick leave pay out rate shall include nine percent (9%) CalPERS pickup for purpose of calculation.

For the purpose of this computation, the hourly rate of pay for an employee who works a forty (40) hour week shall be the employee's annual salary divided by two thousand eighty (2080) hours. Payment of unused sick leave for part-time employees shall be based upon the hourly rate of pay in effect at the time of separation.

In lieu of payment for unused sick leave, the employee may receive credit for unused sick leave in accordance with Government Code Section 20965. In the event any unused sick leave is not applied to credit with CalPERS, the balance that is not used for these purposes shall be treated in accordance with the provisions set forth herein.

That portion of an employee's sick leave balance for which payment is not provided shall be canceled and shall not be restored if said employee is reinstated.

## **9.07 Sick Leave Benefits for Part-Time Employees**

Part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to accrue sick leave benefits each payroll period based upon the total number of hours for which the employee was compensated in the payroll period. The amount of sick leave so accrued shall be proportionate to that earned by full-time employees in the same payroll period. The full-time sick leave accrual rate is three and seven tenths (3.7) hours per payroll period. The use of sick leave so earned shall be subject to the provisions of Sections 9.01 through 9.05 of this MOU.

## **9.08 Catastrophic Injury/Illness Time Bank**

Existing Fire Department procedure for making vacation leave donations for Catastrophic Leave within the Fire Department shall continue for the term of this MOU; vacation leave donations from Association unit members to non-Fire Department employees shall be processed as follows:



Upon approval of the City Manager or designee, a time bank may be established for the benefit of an employee who is incapacitated by a catastrophic illness or injury. The intent of this program is to assist catastrophically ill or injured employees who have exhausted all available paid accruals to maintain paid status as long as possible. Catastrophic injury or illness is defined as a medically certified, severe and disabling non-industrial condition resulting in an employee's inability to work. Employees may submit requests to donate earned vacation and/or compensatory time on a voluntary basis subject to the conditions listed below.

- A. Employees initially eligible to receive leave contributions must have exhausted all other leave balances available including earned vacation, earned sick leave and accrued compensatory time.
- B. State and federal income tax on the value of leave donated shall be deducted from the recipient employee's pay at the time of crediting.
- C. Leave hours that are credited as sick leave to the recipient, shall not be reversible.
- D. Hours requested to be donated shall be kept in a pledge status until used, shall be credited on a monthly basis as sick leave, and shall be subject to the provisions of this MOU regarding the use and payment of same. Donations shall be credited in the following order:
  - 1. From donors whose vacation accruals are at or within sixteen (16) hours of the maximum allowed for their classification: then
  - 2. From other donors in random order, to be determined on a draw basis by the Human Resources Department.
  - 3. Donation requests shall be credited in the order specified above in subsequent month(s).
- E. Donated leave time shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's straight time hourly rate of pay. Recipient employees shall not be credited with no more than one hundred percent (100%) of their normally scheduled hours for any given pay period.
- F. Donating employees may not reduce their balance of earned vacation below eighty (80) hours by reason of such donations.
- G. Recipient employees shall be credited with up to forty (40) hours of donated time upon return to work, provided that sufficient hours remain

in pledge status during the pay period immediately preceding the return-to-work date. All undonated, pledged hours exceeding forty (40) shall be returned to the respective donors.

- H. In the event of the death of the recipient, their designated beneficiary shall receive payment for hours credited as donated. Hours remaining in pledge status are not subject to payout to the beneficiary and shall be returned to the donor(s).

## **9.09 Parental Leave**

A new parent may use up to forty (40) hours earned sick leave upon the birth of a child or when a child begins residence with an employee who has commenced adoption proceedings with full intent to adopt.

## **10.00 MISCELLANEOUS LEAVES**

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### **10.01 Bereavement and Reproductive Loss Leave**

All full-time employees other than temporary and provisional employees shall be granted bereavement and reproductive loss leave for not more than five (5) workdays, three (3) workdays of which shall be with pay, upon a reproductive loss or the death of a close relative or a domestic partner. Reproductive loss events include failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Close relatives are defined as child, children-in-law, spouse, parent, parent-in-law, stepparent, grandparent, grandchild, sibling, sibling-in-law, someone else related by blood or in a family like relationship ("designated person"), and domestic partner registered with the City in a manner prescribed by the Human Resources Department.

When additional time is desired, and upon a supervisor's review and approval, all full-time employees may be allowed to take accumulated vacation leave or compensatory time due off.

When requesting such leave, employees may be required to certify to the Department Head or a designated representative that the conditions for granting bereavement or reproductive loss leave has been satisfied.

All full-time employees are allowed a maximum of twenty (20) days for reproductive loss in a twelve (12) month period if multiple events of reproductive loss occur. Full-time employees may utilize the initial three (3) paid workdays plus two (2) unpaid workdays for an initial event. The remaining seventeen (17) allowable reproductive loss days are unpaid. Reproductive loss leave must be taken within three (3) months of the event or end of CFRA/FMLA or other protected leave, if used.

Employees may use available paid leave balances during periods of allowed but unpaid bereavement and reproductive loss leave.

### **10.02 Jury Leave**

An employee summoned to jury duty shall inform their supervisor and, if required to serve, may be absent from duty with full pay. Any jury fees received by an employee shall be remitted to the City.

### **10.03 Military Leave**

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give their department head and the City Manager an opportunity, within the limits of military requirements, to determine when such leave shall be taken.

### **10.04 Disability Leave**

For employee injury or disability falling within the provisions of the state Workers' Compensation Disability Act, disability compensation at the rate allowed under said act shall be the basic remuneration during the employee's period of disability. In the case of full-time employees other than temporary and provisional employees, additional compensation equal to the difference between said employee's regular pay and the disability compensation allowance shall be granted for not to exceed one (1) year for any one (1) period of incapacity. In the event a waiting period is required before an employee's disability compensation allowance is payable, the employee's regular pay shall be provided during said waiting period in the manner described above.

No State or Federal income taxes shall be withheld from temporary disability benefits paid pursuant to this section, but an employee shall be required to file with the City an affidavit listing exemptions claimed for the employee's actual number of dependents.

### **10.05 Leave of Absence**

The City Manager or designee, upon written request of a full-time employee other than temporary or provisional employees, may grant for the good of the service, a leave of absence without pay for a maximum period of one year.

Leaves hereby authorized shall include educational leaves, parental leaves, and leave for any other purpose promoting the good of the service. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time leave was granted. Failure of the employee to

report promptly at the expiration of or within a reasonable time after notice to return to duty shall terminate employee's right to be reinstated. Part-time employees are eligible for leaves of absence on a pro-rata basis (e.g., half-time employees are eligible for one-half (0.5) the leave of absence duration of a full-time employee).

## **10.06 Family and Medical Leave**

City Administrative Rule 2.45, which establishes procedures for the requesting and granting of leaves of absence under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) is hereby incorporated in, and made a part of, this MOU.

## **11.00 DISPUTES**

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### **11.01 Definition**

A grievance is any dispute which involves the interpretation or application of any provisions of this MOU or disciplinary actions.

### **11.02 Dispute Resolution Procedure**

Grievances that constitute a violation of this MOU shall be processed in the following manner:

1. The grievance shall be presented either by the employee or by an authorized representative to the designated supervisor of the employee within seven (7) calendar days after the occurrence of the event causing the grievance.
2. The designated supervisor shall have seven (7) calendar days from receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized representative to the Fire Chief or to such representative as the Fire Chief may designate.
3. The Fire Chief or a designated representative shall have seven (7) calendar days from receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized representative to the City Manager or to such representative as the City Manager may designate. The City Manager/designee will provide a written response to the grievant within fourteen (14) days.

4. If the grievant is not satisfied with the response of the City Manager, the grievant may, within ten (10) days, appeal to the Personnel and Affirmative Action Board pursuant to Sec. 18.20 of the Personnel rules by filing a written request of appeal with the Human Resources Director.

As an alternative to filing an appeal with the Personnel Commission, the grievant may, within ten (10) days of the City Manager's determination, agree to request conciliation through the California State Mediation and Conciliation Service. Requests for conciliation services must be filed with the Director of Human Resources. If conciliation services are invoked, the conciliator shall attempt to find a mutually acceptable resolution of the grievance. The conciliator shall not issue any public statement of fact or opinion on the issue, nor shall conciliation or settlement positions of either party be made public or introduced into any other grievance level. The conciliator will attempt to submit a written recommendation to the parties within ten (10) days.

5. The City Manager will render a written decision to all parties within 30 calendar days after receiving the recommendation of the Personnel Commission or conciliator. The decision of the City Manager is final.

### **11.03 Procedure to Appeal Disciplinary Action**

Any member who wishes to appeal a disciplinary action may invoke procedures specified in Sec. 11.30 of the City's Personnel Rules.

## **12.00 MISCELLANEOUS ALLOWANCES**

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### **12.01 Fire Education Incentive Program**

Employees eligible to participate in this program are those in the classifications covered by this MOU.

#### **A. Qualification Requirements.**

1. Candidates must complete a minimum of fifty (50) hours of approved study and training during each qualification period as defined below.
  - a) Employees shall be eligible for additional compensation as defined in Section 4(a) on July 1 providing, they have completed necessary program requirements between January 1 and June 30 during the preceding twelve (12) months. Recertification as required shall take place during the following twelve (12) month period.

- b) Employees shall be eligible for additional compensation as defined in Section 4(a) on January 1 providing, they have completed necessary program requirements between July 1 and December 31 during the preceding twelve (12) months. Recertification as required shall take place during the following twelve (12) month period.
2. Approved Study and Training.
- (a) Credit will be provided for approved study and training in accredited outside training programs (defined below) provided courses taken do not substantially duplicate the in-service training provided by the Hayward Fire Department.
- (b) Candidates may take courses in accredited public or private schools, colleges, or universities if the courses are identified as courses that would improve their efficiency, knowledge, or competency in the performance of their duties.
- (c) Candidates may receive credit for participation in California Fire Training Courses offered by the state Department of Education Fire Training Program. Credit for participation in these courses shall be on the basis of one (1) hour of credit for each hour of classroom study.
- (d) Enrollment in correspondence courses and educational television courses may be approved providing such courses are acceptable for credit towards a baccalaureate degree by a college or university with maximum accreditation from the Western Association of Schools and Colleges. Such courses must also be consistent with the general aims and requirements of the program.
- (e) Four (4) or more units of approved public school, college, or university work shall be equivalent to fifty (50) hours of classroom study. Credit for special classroom study or training obtained by participation in state Fire Training Courses or other approved sources may be combined with college enrollment to obtain the required fifty (50) hours only upon approval of the Fire Chief.
- (f) Candidates who wish to enroll in an outside school, college, or university must submit, in advance of enrollment, a report to the Fire Chief for approval showing the name of the school, the subject, the number of credits or units, the name of the instructor, and the class schedule. Candidates who wish to appeal the decision of the Fire Chief with respect to the suitability of intended training or course work, may do so by fully stating

their position in writing to the Program Review Committee whose decision shall be final.

- (g) Candidates attending outside schools, colleges, or universities will be required to complete the selected course of study with a minimum grade of "C" or its equivalent. Transcripts or other official notification from the institution shall be furnished to the Fire Chief. For non-graded courses or training programs, a certificate of completion together with evidence of satisfactory attendance shall be required.

3. Teaching.

- (a) Candidates who hold a valid California teaching credential or who have completed the requirements for the teaching credential may secure credit by teaching without compensation in an accredited fire service training program or school.

B. Additional Compensation.

1. Employees completing fifty (50) hours of approved study or training during the appropriate qualification period shall receive additional compensation of two and one half percent (2.5%) above the salary step currently held. Said compensation shall be paid for a twelve (12) month period as defined in Section A above.
2. A candidate who obtains an Associate Degree in Fire Science or an appropriately related field as determined by the Program Review Committee shall be entitled to additional compensation of two and one half percent (2.5%) above the salary step currently held. This additional compensation shall be considered "permanent" and not subject to re-qualification requirements. Credit under this section will be allowed for approved state Fire Training Courses successfully completed by employees on the basis of eighteen (18) hours of classroom study being equivalent to one (1) "quarter" unit of academic work (equivalent quarter unit).

A maximum substitution of thirty (30) "equivalent quarter units" will be allowed in qualifying for the compensation allowed by this section. Candidates who have completed ninety (90) quarter units or more of academic work with thirty (30) units in Fire Science, but who do not possess an Associate Degree, may apply to the Fire Chief for the additional compensation authorized by this section. The Fire Chief may either approve such request or refer it to the Program Review Committee for determination. The decision of the Program Review Committee shall be final.

3. A candidate who obtains a Bachelor's Degree shall be entitled to additional compensation of five percent (5%) above the salary step currently held provided said degree was obtained during the course of employment in the Hayward Fire Department. Compensation

shall be provided under this section to candidates who obtained a Bachelor's Degree prior to employment provided that they hold a Fire Science Certificate, or its equivalent, as determined by the Program Review Committee. For the purpose of this section, the work required for a Fire Science Certificate shall be the program requirements currently in effect at Chabot College, Hayward. Candidates who have completed two hundred (200) quarter units or more of academic work with thirty (30) units in Fire Science, but who do not possess a Bachelor's Degree, may apply to the Fire Chief for the additional compensation authorized by this section. The Fire Chief may either approve such request or refer it to the Program Review Committee for determination. The decision of the Program Review Committee shall be final.

4. Employees who qualify for additional compensation under paragraphs B2 and B3 above may obtain an additional two and one half (2.5) salary increase without the need to continue their work in the program as set forth in paragraph B1.
  5. Employees who qualify for additional compensation under B3 above and who have completed two hundred and forty (240) hours of additional education calculated at a maximum of forty-eight (48) hours per year shall be entitled to additional permanent compensation of seven and one half percent (7.5%) above the salary step currently held without the need to continue work in the program as required in B3 above.
  6. In no event shall any employee receive an Education Incentive Premium in excess of seven and one-half percent (7.5%) by reason of their participation in this program.
  7. The City will report all of the above outlined educational incentives in Section 12.01 Fire Education Incentive Program to CalPERS as special compensation.
- C. Program Review Committee. A Program Review Committee consisting of the City Manager, Fire Chief, Director of Human Resources, or their designated alternates, and two representatives of the Association eligible to participate in the Program shall assist in its administration. The committee shall resolve questions of eligibility, hear appeals from candidates with respect to acceptability of course work or training programs, and decide any other questions which may arise in the administration of the program and (or) interpretation of this section. A quorum of three (3) voting members shall be required, and decisions of the committee shall be by majority vote of those in attendance.
- D. General Instructions.
1. Each course of study, training, or teaching assignment must be approved in advance by the Fire Chief.



2. All time spent in qualifying for the program shall be off-duty time and shall entail no cost to the City, nor shall compensation be received from any other source. Benefits allowed an employee under the "GI Bill" shall not be precluded by this section.
3. No credit will be given for seminars, workshops, or mandatory training programs.

## **12.02 Uniform Allowance**

An annual uniform allowance of four hundred eighty dollars (\$480.00) shall be paid in equal increments on a per pay period basis (eighteen dollars and forty-six cents (\$18.46) per pay period).

In cases where items of uniform are severely or irreparably damaged in the line of duty, provision is made for direct reimbursement on a pro-rated basis for replacement items.

## **12.03 Longevity Pay**

Members of the Association who complete fifteen (15) years of service as an employee of the City shall receive a two percent (2%) longevity pay premium on the fifteenth (15<sup>th</sup>) anniversary, and an additional one percent (1%) longevity pay premium on each succeeding anniversary up to and including the member's twenty-fifth (25<sup>th</sup>) anniversary.

## **13.00 MISCELLANEOUS PROVISIONS**

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### **13.01 Notification of Address**

All employees, including those on leave of absence, shall keep the Director of Human Resources informed as to their current home address at all times, no later than ten (10) days after such change of address.

### **13.02 Restrictions on Outside Work**

Gainful employment outside an employee's regular City position shall be considered a privilege subject to regulation and not a right. No employee shall engage in a gainful occupation outside their City position which is incompatible with employee's City employment or which is of such a nature as to interfere with satisfactory discharge of the employee's regular duties. Any employee who wishes to engage in or accept such employment may do so after having first obtained written approval of the City Manager or a designated representative. Violation of this section shall be cause for disciplinary action.

### **13.03 Employee Health and Medical Examinations**

When in the judgment of the Department Head and the City Manager, an employee's health or physical condition may have an adverse effect on the performance of duties or affect the safety or health of fellow employees, the employee may be required to undergo a medical examination at City expense.

On the basis of authoritative medical advice, the City Manager shall determine whether an employee is physically incapacitated for the duties of the position and may take whatever action they deem appropriate. The determination and resultant action may be the subject of appeal to the Personnel Commission for its review and recommendation.

Those employees designated by the City Manager shall also undergo, at City expense, routine medical examinations. The frequency of these examinations and the examining physician shall also be designated by the City Manager.

### **13.04 Conversion of Compensatory Time**

Promoted employees shall have the option to be fully or partially paid off for accrued compensatory time at the rate of the classification held immediately prior to promotion or retain compensatory time for future use on an hour for hour basis. The value of time so retained shall be paid at the employee's current hourly rate so there will be no reduction in an employee's earnings for compensatory time used after promotion.

### **13.05 Americans with Disabilities Act (ADA)**

The City and the Association recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the work place because of a disability. If by reason of the aforesaid requirement, the City contemplates actions to provide reasonable accommodation to an individual employee in compliance with ADA which are in potential conflict with any provision of this MOU, the Association will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the City.

### **13.06 Emergency Medical Technician (EMT) Certification**

- a. Emergency medical service is a core service of the Fire Department. As such, the training and development of the staff who delivers such services are also a priority. The City shall provide and maintain training that meets all current Alameda County standards.

- b. Participation in the EMT program shall be voluntary for all existing, sworn members of the Association. Sworn employees hired after December 1, 1991 shall be required to secure an EMT-IFS, EMT-D, and those enhancements described below as a condition of employment with the Fire Department. All costs associated with such certificate shall be borne by the City. Time allotted for such training shall be provided on duty unless alternative scheduling is agreed to by the employee and the Fire Chief.
- c. Members of the bargaining unit certified as Emergency Medical Technician who have less than twenty (20) years of service shall continue to receive EMT premium pay of two percent (2%) above the salary step currently held. For members of the bargaining unit who complete twenty (20) years of service as an employee of the City of Hayward on or after January 1, 2006, the EMT premium pay of two percent (2%) above the salary step currently held shall be incremented by an additional two percent (2%) on the member's twentieth (20<sup>th</sup>) anniversary and an additional one percent (1%) on each succeeding anniversary to and including the member's thirtieth (30<sup>th</sup>) year anniversary. Members of the bargaining unit with more than twenty (20) years of service as of January 1, 2006, shall receive EMT premium pay in the amount they would have been receiving if this schedule had been in effect on the date of their twentieth (20<sup>th</sup>) year anniversary and thereafter.
- d. If the EMT-IFS program adopts the enhancements of intubation, anti-shock trousers or EMT-D it shall be at the Department's discretion to implement such enhancements without the necessity to meet and confer over the addition of these services in regard to salaries, benefits or working conditions.
- e. Existing employees who participate in the defibrillation program but are not certified as an EMT-IFS shall not be eligible for compensation, but may participate in the program.

### **13.07 Emergency Medical Technician Paramedic Certification (E.M.T.P.)**

- a. Emergency medical service is a core service of the Fire Department. As such, the training and development of the staff who delivers such services are also a priority. The City shall provide and maintain training that meets all current Alameda County E.M.S. District standards.
- b. Participation in the E.M.T.P. program shall be voluntary for all existing, sworn members of the Association. Sworn employees in the classification of Firefighter hired after April 1, 1996 shall be required to secure E.M.T.P. certification as a condition of employment with the Fire

Department. All costs associated with such certification shall be borne by the City. For certification training which cannot be accomplished on duty, the employee shall receive one and one half (1.5) their straight time hourly rate for all hours spent in training as well as for travel time to and from their duty station. Time allotted for such training shall be provided on duty unless alternative scheduling is agreed to by the employee and the Fire Chief.

- c. If at such time as the City becomes a transport provider, those employees hired after April 1, 1996 working in the classification of Firefighter, may be required to staff said ambulances. Staffing of Department ambulances by those employees can be implemented without the necessity to meet and confer over the addition of this service in regard to salaries and benefits.
- d. All employees who possess a valid E.M.T.P. certification from Alameda County E.M.S. District shall receive the premium pay provided to employees who are certified as Emergency Medical Technician and shall also receive additional premium pay of eight percent (8%) above the salary step currently held.

### 13.08 Duration

This MOU is intended to provide authorization for salaries, benefits and other terms and conditions of employment for the period of July 1, 2024 through June 30, 2029.

#### HAYWARD FIRE CHIEFS' ASSOCIATION:

DocuSigned by:  
*Scott Anderson*  
ECC2C7037D09480...  
Scott Anderson, Deputy Fire Chief

DocuSigned by:  
*Eric Vollmer*  
4F72575154EF4F1...  
Eric Vollmer, Deputy Fire Chief

#### CITY OF HAYWARD:

DocuSigned by:  
*Ian Tesson*  
B2B069E037D8441...  
Ian Tesson, Deputy Director of Human Resources

DocuSigned by:  
*Brittney Frye*  
308A1828D322448...  
Brittney Frye, Director of Human Resources

DocuSigned by:  
*Regina Youngblood*  
66EEB4C7B72D44A...  
Regina Youngblood, Assistant City Manager

DocuSigned by:  
*Dustin Claussen*  
87DE996A10944AE...  
Dustin Claussen, Interim City Manager

Made and entered into this 23rd day of August, 2024