

AGREEMENT  
BETWEEN THE CITY OF FULLERTON AND THE  
FULLERTON FIREFIGHTERS' ASSOCIATION,  
FOR THE PERIOD JULY 1, ~~2015~~ 2017 THROUGH JUNE 30, ~~2017~~ 2021

ARTICLE 1: PREAMBLE

This Agreement is made by and entered into between the City of Fullerton (hereinafter referred to as the "City") and the Fullerton Firefighters' Association, International Association of Firefighters, Local 3421, AFL-CIO (hereinafter referred to as the "Association" or "affected employees"). This Agreement is reached as a result of authorized representatives of the City and the Association meeting and conferring in good faith concerning compensation, hours, and other terms and conditions of employment of the affected employees as listed in ~~Appendix~~ **Appendices A1 through A4 and A2**.

Both parties agree that their objective is to promote cooperation, understanding and harmonious relationships between the City and the Association. Should any disagreement arise in the interpretation of this Agreement, an orderly and fair resolution of the differences will be sought without any interruption of or interference with the operation of the Fire Department.

ARTICLE 2: RECOGNITION

The City recognizes the Fullerton Firefighters' Association, International Association of Firefighters, Local 3421, AFL-CIO, as the exclusive bargaining agent for employees in the classifications listed in ~~Appendix~~ **Appendices A1 and A2 through A4**.

This recognition does not preclude or restrict the right of management officials to meet and consult with employees in such job classifications concerning their employment relations with the City.

The Association has the duty to fairly represent all members of the bargaining unit and agrees to assume its responsibilities as the recognized designated representative to represent all affected employees without discrimination, interference, or coercion.

The scope of representation of the Association shall be in accordance with the laws, statutes and ordinances of the State of California and the City of Fullerton.

ARTICLE 3: MANAGEMENT RIGHTS

The City retains all rights of management including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; to contract and subcontract; set standards of services; determine the procedures and

standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such City rights shall not conflict with the express provisions of this Agreement, nor shall the exercise of such rights preclude the filing of grievances concerning the practical consequences of a City rights decision on wages, hours, and other terms and conditions of employment.

#### ARTICLE 4: NON-DISCRIMINATION

Neither the City nor the Association shall interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employees because of lawful Association membership or non-membership activity or status.

#### ARTICLE 5: PEACEFUL PERFORMANCE

- (A) The parties recognize the obligation of the affected employees to continue to faithfully perform their duties for the City in accordance with the highest professional standards.
- (B) No affected employee shall engage in, induce or encourage any concerted action against the City including, but not limited to, strikes, work stoppages, slowdowns, speed-ups, "sick-ins," "sick-outs," or withholding of services to the City.
- (C) The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any concerted action against the City as specified above. In the event of work stoppage as enumerated above, the Association, its officers, agents and representatives shall do everything within their power to end or avert same.

#### ARTICLE 6: IMPASSES

- (A) In the event impasse is declared, the parties agree to mediation by the California State Mediation and Conciliation Service. If a mediation meeting cannot be scheduled within 30 calendar days of the written declaration of impasse, either party may proceed to the next step.

- (B) All mediation proceedings shall be private and kept confidential. The mediator shall make no public recommendations nor take any public position on the issues.

#### ARTICLE 7: TERM – EFFECTIVE DATES

The term of this Agreement shall commence on July 1, ~~2015~~2017, and shall continue in full force and effect through June 30, ~~2017~~2021.

The effective date of each Article is July 1, ~~2015~~2017, unless otherwise indicated.

#### ARTICLE 8: REOPENERS

- (A) The City may reopen negotiations at any time during the term of this Agreement in order to negotiate a transfer of Fire Department duties and/or employees to a Joint Powers Authority. The City may not implement any transfer of Fire Department duties and/or employees to a Joint Powers Authority before October 1, 2016 without the agreement of the Association.
- (B) The City may reopen negotiations on the issue of health insurance benefits **or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements)** in order to avoid ~~or limit taxes or~~ penalties **or taxes** under the Affordable Care Act **(ACA) or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including , but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.** ~~No changes may be implemented pursuant to the reopener described in this paragraph without the agreement of the Association.~~

#### ARTICLE 9: MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all compensation, hours and other terms and conditions of employment within the lawful scope of representation of the Association presently enjoyed by affected employees shall remain in full force and effect during the term of this Agreement.

#### ARTICLE 10: SEPARABILITY

If any part or provision of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, the remaining portions or parts shall continue in full force and effect.

#### ARTICLE 11: CITY REVENUES

The Association shall encourage its members to live and shop in Fullerton in an effort to increase the revenue available to the City.

#### ARTICLE 12: EMPLOYEE RIGHTS

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

#### ARTICLE 13: DUES CHECK-OFF

- (A) Upon receipt of signed authorization from an Association member in a form designated by the City, the regular dues of the Association shall be deducted from the member's pay. All dues collected by the City shall be remitted biweekly to the designated Association Financial Officer. The employee may revoke his/her authorization by submitting a notice in writing to the City and to the Association. Any or all of such payroll deductions are subject to termination by the City Manager upon 24 hours notice for failure by the Association to comply with the provisions of this Agreement. Such termination of payroll deductions shall occur only after the City and the Association have met to attempt to resolve the issues.
- (B) The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member in good standing of the Association is in a nonpay status for an entire pay period, no dues withholding will be made from future earnings to cover that pay period, nor will the member be permitted to deposit with the City the amount which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a nonpay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.
- (C) The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits or other forms of

liability that may arise out of, or by reason of any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article. In addition, the Association, upon presentation of supporting evidence, shall refund to the City any amounts paid to it in error.

#### ARTICLE 14: REASONABLE TIME OFF TO MEET AND CONFER

The Association may select not more than two employee members to attend scheduled meetings with the City on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the City Manager may approve the attendance at such meetings of additional employee representatives with or without loss of compensation. The Association shall, whenever practicable, submit the names of all such employee representatives to the City at least two working days in advance of such meetings. It is further provided:

- (A) That no employee representative shall leave his or her duty or work station or assignment without approval of the Department Head or other authorized City management official.
- (B) That any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

#### ARTICLE 15: ASSOCIATION LEAVE

- (A) Employees represented by the Association may take leave for Association business under the Provisions of this Article. It is envisioned that the leave will primarily be used by the President specifically and other Board members generally. On occasion, leave for Association business may also be used by other FFA members as authorized by the Association President and/or Board of Directors.

This leave is separate from the City-paid leave authorized for Association members in Article 14.

- (B) Requests by Association members for leave from duty shall be made to the department head or designee. Such requests shall be made no later than 1700 hours the day before the date of the requested leave. When the City cannot accommodate a request for leave because of staffing level shortages, the request shall be denied. The City will attempt to backfill for employees who are on

Association leave, but mandatory overtime shall not be used to provide Association leave.

- (C) An employee may request Association leave to attend (including travel time) events that occur during the employee's duty or off-duty hours. The types of events that Association members would attend include, but shall not be limited to, Association meetings, CPFA meetings, schools, seminars, conferences, courses, and community meetings. Association leave shall be granted in four-hour increments.
- (D) The City shall pay 96 hours of Association leave at the time-and-one-half rate taken collectively by all employees during each payroll year.
- (E) Individual employees will not have leave time deducted from their personal leave banks for Association leave.

#### ARTICLE 16: ACCESS TO WORK LOCATIONS

Officers of the Association and its officially designated representatives shall be granted reasonable access to work locations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or the City Manager. Access may be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours without the express approval of the department head or designee.

#### ARTICLE 17: USE OF CITY FACILITIES

- (A) The Association may maintain its offices at Fire Station 6. Association offices may be moved with the permission of the Fire Chief.
- (B) The Association may conduct business or general membership meetings in any fire station after notice is provided and approval is given by the Operations Chief. Requests for meetings must be submitted in writing to the Operations Chief. The City reserves the right to assess reasonable charges for the use of such facilities.
- (C) Association general membership meetings will not be conducted during normal City business hours without the express approval of the department head or

designee. Said meetings will not conflict with or take priority over other previously scheduled Fire Department meetings.

- (D) The use of City equipment other than items normally used in the conduct of business meetings (e.g., desks, chairs, and writing boards) is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.
- (E) The Association may, with the prior approval of the City Manager, use the City mail service for the distribution of a regularly published employee newsletter.

## ARTICLE 18: USE OF BULLETIN BOARDS

- (A) The Association may post notices on the City bulletin boards located at each fire station. All notices shall be on Association stationery, shall be used only to notify employees of matters pertaining to Association affairs, and shall not contain any derogatory, obscene, or inflammatory statements concerning the City, the Department or personnel employed by either entity. Prior to posting any item, the Association shall send a copy to the Fire Chief.
- (B) Any and all costs incident to preparing and posting of Association material shall be borne by the Association. The Association is responsible for posting and removing material on the bulletin boards, and for maintaining same in an orderly, timely and neat fashion.
- (C) The City reserves the right to determine where bulletin boards shall be placed and what portion of them is to be allocated to Association materials.

## ARTICLE 19: SCHEDULE OF BASE SALARY RATES And ALLOCATION OF CLASSES TO SALARY RANGES

- (A) **Effective July 1, 2017, the Schedule of Base Salary Rates and the Allocation of Classes to Salary Ranges shall be as contained in Appendix A1.**

Effective ~~July 4, 2015~~ **July 14, 2018**, all represented employees shall receive a ~~five~~ **one** percent (~~51~~%) base salary increase. As a result of this increase, the Schedule of Base Salary Rates and the Allocation of Classes to Salary Ranges effective ~~July 4, 2015~~ **July 14, 2018** shall be as contained in Appendix ~~A1~~ **A2**.

Effective ~~July 2, 2016~~ **July 13, 2019**, all represented employees shall receive a ~~four~~ **one** percent (~~41~~%) base salary increase. As a result of this increase, the Schedule of Base Salary Rates and the Allocation of Classes to Salary Ranges effective ~~July 2, 2016~~ **July 13, 2019** shall be as contained in Appendix ~~A2~~ **A3**.

**Effective July 11, 2020, all represented employees shall receive a one percent (1%) base salary increase. As a result of this increase, the Schedule of Base Salary Rates and the Allocation of Classes to Salary Ranges effective July 11, 2020 shall be as contained in Appendix A4.**

- (B) The base salary range for Fire Prevention Inspector shall be the same as that of Fire Engineer.
- (C) When an employee is promoted from Firefighter or Fire Engineer, the employee shall be placed at the pay step in the promoted classification that provides the employee closest to, but not less than, a five percent (5%) increase over the sum

of the employee's previous monthly base pay plus an amount equivalent to the biweekly Level 1 Paramedic Pay, regardless whether prior to promotion, the employee was receiving no Paramedic Pay, Level 1 Paramedic Pay, or Level 2 Paramedic Pay. The employee will be entitled, in addition to base pay, to whatever Paramedic Pay is applicable in his/her new position and assignment.

~~Examples: Assuming the following (reflecting pay rates effective July 4, 2015):~~

- ~~• Fire Engineer 6<sup>th</sup> Step.....\$6895/mo~~
- ~~• Paramedic Pay Level 1.....\$ 189/biweekly~~
- ~~• Fire Captain 4<sup>th</sup> Step (\$7288/mo)~~
- ~~• Fire Captain 5<sup>th</sup> Step (\$7652/mo)~~

~~Example 1: Fire Engineer at 6<sup>th</sup> Step receiving no Paramedic Pay promotes to Fire Captain in a non-paramedic assignment. The employee's new base pay must equal or exceed \$7438, [(\$6895 + \$189) x 105%]. The employee's new base pay is 5<sup>th</sup> step Fire Captain and the employee will receive no Paramedic Pay.~~

~~Example 2: Fire Engineer at 6<sup>th</sup> Step receiving Level 2 Paramedic Pay promotes to Fire Captain in a Level 1 paramedic assignment. The employee's new base pay must equal or exceed \$7438, [(\$6895 + \$189) x 105%]. The employee's new base pay is 5<sup>th</sup> step Fire Captain and the employee will receive Level 1 Paramedic Pay.~~

~~Example 3: Fire Engineer at 6<sup>th</sup> Step receiving Level 2 Paramedic Pay promotes to Fire Captain in a Level 2 paramedic assignment. The employee's new base pay must equal or exceed \$7438, [(\$6895 + \$189) x 105%]. The employee's new base pay is 5<sup>th</sup> step Fire Captain and the employee will receive Level 2 Paramedic Pay.~~

Examples: Assuming the following (reflecting pay rates **in** effective **on** July 2, 2016**1, 2017**):

- Fire Engineer 6<sup>th</sup> Step.....\$7170/mo
- Paramedic Pay Level 1.....\$ 196/biweekly
- Fire Captain 4<sup>th</sup> Step (\$7579/mo)
- Fire Captain 5<sup>th</sup> Step (\$7958/mo)

Example 1: Fire Engineer at 6<sup>th</sup> Step receiving no Paramedic Pay promotes to Fire Captain in a non-paramedic assignment. The employee's new base pay must equal or exceed \$7734, [(\$7170 + \$196) x 105%]. The employee's new base pay is 5<sup>th</sup> step Fire Captain and the employee will receive no Paramedic Pay.

Example 2: Fire Engineer at 6<sup>th</sup> Step receiving Level 2 Paramedic Pay promotes to Fire Captain in a Level 1 paramedic assignment. The employee's new base pay must equal or exceed \$7734, [(\$7170 + \$196) x 105%]. The employee's new base pay is 5<sup>th</sup> step Fire Captain and the employee will receive Level 1 Paramedic Pay.

Example 3: Fire Engineer at 6<sup>th</sup> Step receiving Level 2 Paramedic Pay promotes to Fire Captain in a Level 2 paramedic assignment. The employee's new base pay must equal or exceed \$7734, [(\$7170 + \$196) x 105%]. The employee's new base pay is 5<sup>th</sup> step Fire Captain and the employee will receive Level 2 Paramedic Pay.

Thus, a Fire Engineer at 6<sup>th</sup> step, regardless of paramedic assignment prior to promotion, will promote to Fire Captain at 5<sup>th</sup> step.

- (D) Newly hired Firefighters shall be appointed at Range 19, Step "1," and shall remain at Range 19, Step "1" for not less than 26 pay periods. Then, if the employee's performance is deemed satisfactory or better, he/she shall be advanced to Range 20, Step 1. Eligibility for subsequent step increases shall be after 26 pay periods in each step, as well as conformance with all other requirements of the Personnel Rules and Fire Department policies, practices and procedures.
- (E) The discretionary personal leave program for nonsuppression personnel was eliminated effective September 30, 2011 except that discretionary personal leave accumulated and not used by September 30, 2011 will be available for employee use until such time as the employee separates from the City. This discretionary personal leave will have no cash value and its use must be approved by the Fire Chief and not require overtime backfill. Employees on discretionary personal leave will be on paid status.

## ARTICLE 20: INCREMENT PAY

### (A) Paramedic Pay and Training

#### (1) Level 2

An employee who is certified by the Orange County Health Officer and is assigned by the Fire Chief to perform Paramedic duties on a full-time basis shall receive Level 2 Paramedic pay equivalent to an additional 13.50% of top step Firefighter base hourly rate. This Level 2 Paramedic pay shall not continue beyond such date as the employee is reassigned to non-Paramedic duty.

#### (2) Level 1

An employee who is certified by the Orange County Health Officer and assigned by the Fire Chief to reserve Paramedic status shall receive Level 1 Paramedic pay equivalent to an additional 6.75% of top step Firefighter base hourly rate. If the employee works in a Paramedic assignment, he/she shall receive an additional 6.75% (for a total of 13.50%) of top step Firefighter base hourly rate for each hour actually worked in such assignments. This Level 1 Paramedic pay shall not continue beyond such date as the employee is reassigned to non-Paramedic status.

(3) Training

- (a) On-duty Paramedic training shall consist of Recertification training (48 hours every two years) ~~and the audio tape review portion of continuing education,~~ and continuing education provided on a regular basis by the base station hospital.
- (b) All other Paramedic training (e.g., continuing education as described in Title 22, Division 9, Chapter 4 of the California Code of Regulations) shall be the responsibility of the employee on off-duty time. Regardless of the total number of continuing education hours received by any Paramedic, the total number of hours attended off duty will be equal to the County of Orange requirement. Such training shall not be eligible for any overtime pay or for the Education Incentive Pay described in Article 23 of this Agreement. As payment, each Paramedic shall receive an annual bonus of \$500 following his/her Paramedic Certification Anniversary Date when he/she: a) is recertified as a Paramedic by the County of Orange Emergency Medical Services Agency, or b) submits proof of satisfactory progress towards recertification.

(B) Bilingual Pay

- (1) An employee shall be eligible to receive bilingual pay equal to two percent (2%) of top-step Firefighter pay biweekly if the following conditions are met:
  - (a) The employee is required, as part of his/her regular public contact duties, to speak and/or translate by reading/writing one or more languages other than English.
  - (b) The employee must pass a language skills test approved or administered by the City.
- (2) Eligibility for Bilingual Pay is subject to redetermination at any time by the City. The City shall give four months' notice to each affected employee prior to giving a re-qualifying exam.

(C) Training/Disaster Preparedness/Safety Officer Pay

A Fire Captain may be assigned as the Department's Training/Disaster Preparedness/Safety Officer. A Captain so assigned shall receive an additional 10% of his/her base pay. Future selection will be made based on an oral panel interview process with final selection by the Fire Chief.

(D) Hazardous Materials

At such time as an affected employee is assigned to perform hazardous materials duty on a regular or recurring basis, the parties shall meet and confer on the subject of increment pay for such duty.

(E) USAR Pay

An employee shall receive \$15 per shift for any shift worked in a USAR designated position. USAR positions shall be limited to 7 (seven) per shift, as designated by the Chief.

(F) Career Enhancement Pay

(1) Suppression Classifications:

Eligibility for Career Enhancement Pay is established by meeting the requirement for years of service, qualifications for the employee's classification and selected Qualification Track, and completion of Annual Eligibility Maintenance Requirements, if specified below.

An employee must designate a Career Enhancement Qualification Track to follow within his/her classification. Employees may change Qualification Tracks only upon promotion or anniversary date.

Career Enhancement pay at the different Tiers is not cumulative.

(a) Initial Eligibility

An employee shall begin receiving the percentage of base pay specified for the Tier in which he/she qualifies at the first of pay period after the Department receives proofs and certifies he/she meets the eligibility criteria specified for his/her classification. This initial eligibility shall continue until the subsequent anniversary date of the employee's appointment to his/her classification that occurs at least six months after the date of initial eligibility. Thereafter, continued eligibility will be subject to meeting the eligibility maintenance requirements outlined in the following section.

(b) Annual Eligibility Maintenance Requirements

An employee shall be required to meet Annual Eligibility Maintenance Requirements to continue to receive Career Enhancement Pay beyond the initial eligibility period depending upon the Qualification Track he/she designates and is certified as eligible

for by the Department. Annual Eligibility Maintenance Requirements are specified below for each Qualification Track.

An employee must provide proof, in a form acceptable to the Department, of completion of a Maintenance Requirement Class within the period since the last certification of eligibility. Following the initial eligibility period, this proof must be provided to the Department by the employee prior to the anniversary date of the employee's appointment to his/her current classification to maintain eligibility.

An employee who does not meet the Annual Eligibility Maintenance Requirements shall have his/her Career Enhancement Pay suspended until the next anniversary date in his/her classification. After the suspension period of at least one year, the employee must submit proof of meeting Annual Eligibility Maintenance Requirements to regain eligibility.

- (c) Upon promotion to a classification represented by the Association, an employee may maintain eligibility for Career Enhancement Pay provided the employee continues to meet the Annual Eligibility Maintenance Requirements for his/her new classification and designated Qualification Track.
- (d) Tier 1 Career Enhancement Pay shall be equal to 5% of the employee's base pay. To be eligible for this pay, the employee shall have completed 25 years of service with the City of Fullerton in Fire Suppression classifications. In addition, the employee must meet the eligibility requirements specified below for his/her designated Qualification Track and classification. Qualification requirements shall be set forth in Fullerton Fire Department Administrative Operating Procedure #23 or successor procedures.
  - i. An employee in the classification of Fire Captain shall have met the eligibility requirements set forth below in his/her designated Qualification Track:
    - a. California State Fire Marshal (CSFM) Track: Employee shall have successfully obtained his/her California State Chief Officer Certification.  
Annual Eligibility Maintenance Requirements: None.
    - b. Succession Planning Track: Employee shall be determined to be Battalion Chief Qualified by the Department. Annual Eligibility Maintenance Requirements: One CSFM or Department Annual Maintenance Eligibility Requirement class per year related to the next level of qualification.

- c. Truck Crew Track: Employee must be determined to be Truck Captain Qualified by the Department.  
Annual Eligibility Maintenance Requirements: one CSFM or Department Annual Maintenance Eligibility Requirement class per year related to the next level of qualification.
    - d. Pre-2015 Qualified Track: An employee who qualified for and was receiving Tier 1 Captain Career Enhancement Pay prior to January 1, 2015 shall be eligible to continue to receive the pay.  
Annual Eligibility Maintenance Requirements: None.
  - ii. An employee in the classification of Fire Engineer shall have completed one of the following:
    - a. California State Fire Marshal (CSFM) Track: Employee shall have successfully completed and obtained his/her California State Fire Officer Certification.  
Annual Eligibility Maintenance Requirements: None.
    - b. Succession Planning Track: Employee shall be determined to be Captain Qualified by the Department.  
Annual Eligibility Maintenance Requirements: One CSFM or Department Annual Maintenance Eligibility Requirement class per year related to the next level of certification or qualification.
    - c. Truck Crew Track: Employee must be determined to be Truck Engineer Qualified by the Department.  
Annual Eligibility Maintenance Requirements: one CSFM or Department Annual Maintenance Eligibility Requirement class per year related to the next level of qualification.
    - d. Pre-2015 Qualified Track: An employee who qualified for and was receiving Tier 1 Fire Engineer Career Enhancement Pay prior to January 1, 2015 shall be eligible to continue to receive the pay.  
Annual Eligibility Maintenance Requirements: None.
  - iii. An employee in the classification of Firefighter shall have completed one of the following:

- a. California State Fire Marshal (CSFM) Track: An employee who designates this Qualification Track shall qualify in one of the following two options: (1) Employee shall have successfully obtained the California State Fire Marshal Driver Operator 1A and 1B Certificate. Annual Eligibility Maintenance Requirement: one course per year related to the next level of qualification or one course from the Fire Department approved Maintenance Requirement Classes.; or (2) alternatively, an employee shall qualify on this track by having successfully completed and obtained his/her California State Fire Officer Certification. There is no Annual Eligibility Maintenance Requirement for an employee who qualifies by obtaining a California State Fire Officer Certification.
  - b. Succession Planning Track: Employee shall be determined to be Engineer Qualified by the Department. Annual Eligibility Maintenance Requirements: One CSFM, or Department Maintenance Eligibility Requirement class per year related to the next level of certification or qualification.
  - c. Truck Crew Track: Qualified Truck Firefighter Qualification plus one CSFM or Department Maintenance Eligibility Requirement class per year related to the next level of certification or qualification.
  - d. Pre-2015 Qualified Track: An employee who qualified for and was receiving Tier 1 Firefighter Career Enhancement Pay prior to January 1, 2015 shall be eligible to continue to receive the pay.  
Annual Eligibility Maintenance Requirements: None.
- (e) Tier 2 Career Enhancement Pay shall be equal to 2.5% of the employee's base pay. To be eligible for this pay, the employee shall have completed 15 years of service with the City of Fullerton in Fire Suppression classifications. In addition, the employee must meet the eligibility and maintenance requirements specified above for his/her classification and employee-designated CSFM, Succession Planning, or Truck Crew Qualification Track. An employee with at least 20 years of service who had reached eligibility and was receiving Career Enhancement Pay of 2.5% as a Fire Captain prior to January 1, 2015 shall be eligible to receive Tier 2 pay under these provisions if he/she designates the Succession Planning Track or

Truck Crew Track and meets the Annual Eligibility Maintenance Requirements for his/her designated Qualification Track.

(2) Prevention Classifications:

Eligibility for Career Enhancement Pay is established by meeting the requirement for years of service, qualifications for the employee's classification.

Career Enhancement pay at the different Tiers is not cumulative.

- (a) Tier 1 Career Enhancement Pay shall be equal to 5% of the employee's base pay. To be eligible for this pay, the employee shall have completed 25 years of service with the City of Fullerton and shall have obtained his/her Fire Inspector I certification from the International Code Council.
- (b) Tier 2 Career Enhancement Pay shall be equal to 2.5% of the employee's base pay. To be eligible for this pay, the employee shall have completed 20 years of service with the City of Fullerton and shall have obtained his/her Fire Inspector I certification from the International Code Council, and shall have successfully completed the California State Fire Training Public Education 1, and Fire Protection Specialist Prevention 2A, 2B, and 2C.
- (c) Tier 3 Career Enhancement Pay shall be equal to 2.5% of the employee's base pay. To be eligible for this pay, the employee shall have completed 15 years of service with the City of Fullerton and shall have obtained his/her Fire Inspector I certification from the International Code Council, and shall have successfully completed the California State Fire Training Public Education 1, Fire Protection Specialist Prevention 2A, 2B, and 2C, and Fire Instructor 1A and 1B courses."

**(3) The parties agree that negotiations may be reopened during the term of this Agreement on the subject of Career Enhancement Pay. Any changes to this provision during the term of this Agreement are subject to the mutual agreement of the parties.**

- (G) Increment pay shall not continue beyond the date the employee is reassigned from such duty.

## ARTICLE 21: OVERTIME PAY – EMPLOYEES ON A 56-HOUR WORK WEEK

### (A) Assignment of Overtime Work

Fire Department Administrative Operational Procedure (A.O.P.) #7 governs overtime scheduling. Any change to this A.O.P shall be made only via the meet-and-confer process. Absent mutual agreement to change this A.O.P., no changes will be made.

(B) Work Period

The work period for employees in Fire Suppression assignments for purposes of 29 USCS Section 207(k) of the FLSA and this Agreement shall be 24 days in length.

(C) Overtime

- (1) Each affected employee who works in excess of 182 hours in a 24-day work period shall receive overtime compensation at the rate of time and one-half of his/her regular rate of pay. ~~This overtime pay for Fire Captains is made pursuant to this Agreement, not the FLSA.~~

Any affected employee who works beyond his/her regularly scheduled hours of work (excluding shift trades) but is not eligible for overtime compensation at time and one-half of his/her regular rate of pay shall receive straight time overtime compensation at his/her base hourly rate of pay therefore.

The regular rate of pay shall include, in addition to base salary, all remuneration required by the FLSA and/or other relevant law to be included in the computation of the regular rate of pay, including but not limited to:

- (a) Education Incentive Pay (but not tuition reimbursement)
- (b) Paramedic Pay
- (c) Bilingual Pay
- (d) Training/Disaster Preparedness/Safety Officer Pay
- (e) USAR Pay

The above paragraphs notwithstanding, an employee who voluntarily works overtime in a lower paying classification shall be paid at the appropriate rate for the top step of the pay range for the classification worked.

- (2) Paid and unpaid leaves of absences shall be included in the total hours worked in determining eligibility for overtime at 1.5 times the regular rate of pay. Paid leaves of absence include, but are not limited to:

- (a) Vacation
- (b) Holiday Leave
- (c) Sick Leave
- (d) Administrative Leave
- (e) Compensatory Time Off
- (f) Jury Duty
- (g) Bereavement Leave
- (h) Military Leave
- (i) Off-duty Court Appearances
- (j) Workers' Compensation Leave

(k) Labor Code 4850 Time

In calculating hours actually worked for overtime at 1.5 times the regular rate of pay, the following time will be excluded:

- (a) Voluntary non-pay time
- (b) Leaves of absence without pay
- (c) Suspensions with and without pay
- (d) Court Standby Duty

(3) Call-Backs and Holdovers

Call-back duty (for other than an ongoing emergency operation) occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift.

(a) Non-emergency Situations

An employee called back to duty shall be credited with a minimum of two hours; work commencing when he/she reports to duty. Any hours worked in excess of two hours shall be credited on an hour-for-hour basis for actual time worked. Travel time shall not be considered hours worked, and shall not be compensated in any manner whatsoever.

(b) Emergency Situations

Irrespective of the above paid leave time exclusions, when an employee is called back or held over beyond his/her regular scheduled shift for the purpose of an ongoing emergency operation, he/she shall be paid overtime compensation at time and one-half his/her hourly rate (base or regular, whichever is appropriate). In an emergency call-back situation, the time the employee spends traveling inbound from his/her home to the work site shall be considered hours worked. An employee called back to duty in an emergency situation shall be credited with a minimum of two hours' work commencing when he/she leaves home for the work site. In determining whether such pay is based on the base rate or the regular rate of pay, the City shall exclude the above enumerated paid leaves of absence and unpaid leaves of absence from the total hours worked.

(4) There shall be no pyramiding of overtime. Hours worked by an employee in any work shift, workweek or work period on which premium rates have once been allowed shall not be used again in any overtime computation.

(E) Overtime Authorization

All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time and waiting for relief as required by the Department are considered as authorized.

An employee's failure to obtain prior written approval or explicit verbal authorization followed by written authorization may result in denial of the overtime request.

(F) Clothes Changing

Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence or work.

Time spent in changing clothes before or after a shift is not considered time worked, and is not compensable in any manner whatsoever.

(G) Shift Trades

(1) The practice of shift trading shall be voluntary on the part of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter, and not due to the Department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay or other extra compensation will be waived by both individuals during the period they work for the other. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the employees involved in the trade. Paybacks are to be completed within one calendar year of the date of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the City be obligated for any further compensation whatsoever to any of the involved employees. The City is not responsible in any manner for hours owed to employees by other employees who leave the employment of the City or are assigned other duties.

A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the Department.

- (2) If one employee fails to appear for the other, the person who "traded in" may be subject to disciplinary action. Additionally, if the City suffers a loss as a result of an employee's failure to report to duty during a shift trade, the employee trading in shall have the following options in making the City whole:
- (a) If the employee trading in was sick, sick leave may be charged in an amount equal to the time used. The City may require a doctor's release in such cases.
  - (b) For unplanned absences where the employee was not sick, his/her vacation account may be charged in an amount equal to the time used.
  - (c) If the employee has insufficient leave hours to cover the unplanned absence, the Fire Chief may, at his discretion, reduce the employee's base pay OR require the employee to make a cash payment OR charge the employee's vacation account. Any option chosen by the Fire Chief shall be in an amount equal to the total time used, and may, at the Fire Chief's discretion, be achieved over several pay periods.

(H) Early Relief

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the City be obligated for any further compensation whatsoever to any of the involved employees. The City is not responsible in any manner for hours owed to the employee by other employees who leave City employment or are assigned other duties.

(I) Training Time

Training time outside normally scheduled work hours shall be compensated pursuant to the Code of Federal Regulations, §553.226, et seq.

(J) Travel Time

Travel time outside normally scheduled work hours shall be compensated pursuant to the Code of Federal Regulations, §785.33, et. seq.

(K) City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. This provision also applies in those situations where the radio must be left on and monitored.

(L) Athletic Activity

The City provides a gym facility for the voluntary use of employees during their off-duty hours. Time spent by employees in working out at the gym facility while off duty, and any other off-duty athletic activity, shall not be considered time worked and shall not be compensated in any manner.

(M) Court Appearance Pay

For off-duty court appearances pursuant to a lawful subpoena relating to events occurring during the course and scope of an employee's employment, an employee shall be credited on an hour-for-hour basis for the time actually spent in court. An employee shall be credited with a minimum of two hours for the court appearance. Where two or more court appearances are required on the same date for different cases, and are separated by a period of at least two hours, a two-hour minimum payment shall apply to each such court appearance.

(N) Court Standby Pay

An off-duty employee may leave a telephone number where he/she may be reached while on court standby. Such time is not considered time worked under the FLSA and will not be compensated, except as set forth below:

(1) If an employee is on standby for the morning session only and is called to appear in court during that morning session, he/she is paid for the appearance time only with a two-hour minimum. If an employee is on morning session standby and is not called to appear, he/she will be paid for two hours of standby time.

(2) If an employee is on standby for the afternoon session only and is called to appear in court during that afternoon session, he/she is paid for the appearance time only, with a two-hour minimum. If an employee is on afternoon session standby only and is not called to appear, he/she will be paid for two hours of afternoon standby time.

- (3) If an employee is on standby for the morning session and is not called to appear until the afternoon session, he/she is paid for court appearance time only, with a four-hour minimum.
- (4) If an employee is on standby for the entire court day and is not called to appear, he/she will be paid for four hours of standby time. If an employee is on standby for the entire court day and is called to appear, he/she is paid for court appearance time only, with a four-hour minimum.

All standby pay shall be paid at the employee's base hourly rate.

This payment is made pursuant to this agreement, not pursuant to the FLSA. Time compensated in the above manner shall not constitute time worked for purposes of the FLSA. Employees do not have the option of taking compensatory time off for court standby.

(O) Payment

The City shall pay all overtime compensation each payday with the exception of the premium 10-hour regularly scheduled overtime which will be paid every other pay period.

(P) Reopener

At such time as the U.S. Department of Labor (or other agency of competent jurisdiction) changes the standard work period for firefighters, this Agreement shall be reopened.

(Q) Cancellation

If the Fair Labor Standards Act is invalidated, set aside or otherwise held inapplicable to local governments, the parties agree to reopen the provisions of Article 21 within 30 calendar days.

## ARTICLE 22: OVERTIME PAY – EMPLOYEES ON A 40-HOUR WORK WEEK

(A) FLSA exempt classifications are designated in Appendix A. All other affected employees are designated non-exempt for purposes of the FLSA.

(B) Work Period

For employees on the standard workweek, the FLSA work period shall be seven days in length commencing at 12:01 A.M. each Saturday. For employees on an alternate work schedule, the City shall adjust the FLSA work period to ensure the

employee's regular schedule does not exceed 40 hours of work in any seven day period.

(C) Time Worked

(1) In determining eligibility for overtime, paid leaves of absence shall be regarded as time worked and shall be included in calculating the total hours worked. Paid leaves of absence include, but are not limited to:

- (a) Vacation
- (b) Holiday Leave
- (c) Sick Leave
- (d) Administrative Leave
- (e) Compensatory Time Off
- (f) Worker's Compensation Leave
- (g) Jury Duty
- (h) Bereavement Leave
- (i) Military Leave
- (j) Off-Duty Court Appearances for City Business

In calculating hours actually worked for overtime purposes, the following time will be excluded:

- (a) Voluntary non-pay time
- (b) Leaves of absence without pay
- (c) Suspensions with and without pay
- (d) Court Standby Duty

(2) There shall be no pyramiding of overtime. Hours worked by an employee in any workday, workweek or payroll period on which premium rates have once been allowed shall not be used again in any other overtime computation.

(D) Payment – Non-Exempt Employees

(1) Each non-exempt employee (including those employed part-time) required to work in excess of 40 hours in a work period shall receive compensation at the premium rate of time and one-half his/her regular rate of pay for the excess hours.

(2) The regular rate of pay shall include increment pay, as set forth in Article 20, in addition to base salary.

(3) In lieu of receiving paid overtime under the above sections, a non-exempt employee may earn compensatory time off on a time and one-half basis.

The City may, at its discretion, pay overtime as provided in (1) above. An employee request for compensatory time shall not be unreasonably denied.

(E) Payment – Exempt Employees

Each exempt employee required to work in excess of 40 hours in a work period shall be paid at his/her straight time base hourly rate or receive compensatory time off at straight time for the excess hours.

(F) Compensatory Time

Should any employee exceed 80 hours of accrued compensatory time, he/she shall be paid for those excess hours at the appropriate overtime rate (regular or base). All compensatory time on the books at the end of each payroll year shall be paid off, unless used by the end of the following March in accordance with established practice.

In addition, the provisions of Article 21, sections (F) – (Q) for employees on a 56-hour work week shall apply to employees on a 40-hour work week.

## ARTICLE 23: EDUCATION PROGRAM

(A) Objective

The education program is designed to encourage employees to continue their development by enrolling in approved courses which will:

- (1) Educate them in new concepts and methods in their occupational field, and prepare them to meet the changing demands of their job.
- (2) Help prepare them for advancement to positions of greater responsibility in the City.

To meet these objectives, the program is made up of two parts:

- (1) Tuition Reimbursement – Reimbursement of fees for tuition, registration and texts for eligible coursework.
- (2) Education Incentive Pay – A fixed or percentage payment based upon units of study in approved majors.

(B) General Guidelines

- (1) The Director of Human Resources or his/her appointed representative shall:

- (a) Review written applications submitted by employees through the Department Head.
  - (b) Grant approval by either certifying the acceptability of majors, courses and expenditures, or suggesting those courses which will qualify the employee for education incentive pay/tuition reimbursement.
  - (c) Consult with Department Heads and school authorities on the development and establishment of criteria and standards.
  - (d) Render a decision on an application for tuition reimbursement or education incentive pay within 60 days from the date the application was received in Human Resources.
- (2) If approval is denied by the Director of Human Resources, the employee may submit a written appeal within 30 days of denial to an Education Review Committee consisting of three members appointed by the City Manager. The decision of this Committee shall be final.

(C) Eligibility

- (1) All affected employees who have passed their initial probation period are eligible to receive tuition reimbursement. Courses must commence after the employee passes the initial probation period; be in excess of the educational standards for the classification (as noted in the class specification); and are not taken to acquire skills, knowledge and abilities which the employee was deemed to have when appointed to the classification. An example of this would be job-related college or university courses when the specification for the classification calls for high school graduation.
- (2) Courses must meet one of the following requirements: 1) be approved by one of the six regional accreditation associations recognized by the Council on Post-Secondary Accreditation; 2) training courses and seminars sponsored by the Orange County Emergency Medical Services Agency, the California Fire Service Education and Training System, and/or the U.S. Fire Administration; or 3) training courses or seminars approved by the Department Head. Credits given for non-classroom assignments, such as life experience, military training, and professional training, are not eligible for tuition reimbursement. These courses will be considered eligible for educational incentive pay when receiving compensation for an approved completed degree.
- (3) Courses must be: 1) related to the employee's current classification; 2) related to a City classification to which the employee may be eligible for

promotion within five years of completion of his/her educational objective; or 3) required for the completion of the pre-approved job-related major. An example of this third requirement would be general education or elective requirements for the major as stated in the school catalog.

- (4) Courses should not duplicate training which the employee has already had or which is to be provided in-house unless approval has been granted by the Department Head and the Human Resources Department.
- (5) Courses related to the use of City-approved computer equipment purchased by the employee may be authorized under the tuition reimbursement program if pre-approval is granted before commencement of a non-accredited class.
- (6) Courses cannot be taken on City time. The employee must certify that all courses submitted for approval were taken on the employee's off-duty time.
- (7) To certify eligibility, a fully completed pre-approval form shall be submitted to the Department Head and to the Human Resources Department before the course begins.

(D) Reimbursement

- (1) A tuition reimbursement request form must be submitted within three months of completion of the approved course. A minimum final grade of "C" or its equivalent is required for reimbursement. A pass in a pass/fail course will be considered equivalent to a "C" for reimbursement purposes only. No reimbursement shall be made for audited or incomplete courses.
- (2) Employees shall be reimbursed for tuition and any fees and reading materials required by the academic institution for the eligible courses. Expenses for parking, travel, lodging, meals, transcript fees, materials and any other costs are not reimbursable, except as provided in (G) below.
- (3) Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by California State University, Fullerton, with a maximum of \$2,500 per fiscal year for courses taken during that particular fiscal year. The difference between the City's maximum obligation during any fiscal year and the total amount of actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.
- (4) Employees must submit a bona fide certification of major, fees paid and grade achieved from the attendant institution to have their request for reimbursement considered. These documents must accompany the reimbursement request form in order to be processed.

- (5) Requests for education incentive pay and tuition reimbursement should be submitted on the same form when applying for both.
- (6) Upon termination from employment, employees shall reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who retire due to industrial disability, who are laid off by the City, or who separate as a result of a City/departmental reorganization.

(E) ~~(E)~~ — Education Incentive Pay – Plan 1

Qualifying employees in the classifications of Firefighter, Fire Engineer, and Fire Captain shall be eligible for Education Incentive Pay, Plan 1, upon meeting the following criteria:

- (1) Employee is currently employed full time, with a minimum of one year current, continuous full-time service as an employee of the City.
- (2) Meets the requirements listed under Tuition Reimbursement.
- (3) Any employee who has met all the eligibility requirements may receive incentive compensation under this section for education completed prior to employment with the City.
- (4) The education incentive compensation which an employee is receiving shall be reevaluated whenever there is change of job classification which has higher educational standards. That compensation will cease if the employee has not exceeded the requirements for the new classification.
- (5) Compensation shall be at the rate of \$1.00 per month per unit of approved coursework completed at an accredited institution. The total educational incentive compensation shall not exceed 2.5% of the employee's existing base hourly rate and paramedic increment pay, if any.

The provisions of this paragraph (5) are not available to employees hired on or after July 26, 1997.

Employees who were receiving payments under this provision as of December 31, 1998, shall continue to receive such payments in the dollar amount authorized on that date until such time as they elect to participate in Plan 2 as described in subsection (F) of this Article, and subject to reduction pursuant to the application of subparagraph (4) above.

- (6) Compensation shall be paid to all qualifying employees effective the first day of the pay period following approval.

- (7) Training courses and seminars sponsored by the Orange County Emergency Medical Services Agency, the California Fire Service Education and Training System and the U.S. Fire Administration [see (C)(2) above] are not eligible for Education Incentive Pay.

(F) Education Incentive Pay – Plan 2

Persons who are currently employed full time, and have a minimum of one year current, continuous full-time service as an employee of the City, shall be eligible for Education Incentive Pay - Plan 2 upon meeting the applicable criteria listed under Eligibility [Section (C) above].

Compensation shall be paid to all qualifying employees effective the first day of the pay period following approval.

Degrees resulting from training courses and seminars sponsored by the Orange County Emergency Medical Services Agency, the California Fire Service Education and Training System, and the U.S. Fire Administration [see (C)(2) above] are not eligible for Education Incentive Pay.

- (1) Payment of 3% of base pay (not to exceed 3% of the top step of a Fire Engineer's base pay) shall be awarded to an employee who possesses an Associate (i.e., 2-year) degree.
- (2) Payment of 6% of base pay (not to exceed 6% of the top step of a Fire Engineer's base pay) shall be awarded to an employee who possesses a baccalaureate (i.e., 4-year) degree.
- (3) Compensation shall be awarded for a two-year (3%) or a four-year (6%) degree, but not both concurrently.

(G) California Fire Service Training and Education System

- (1) Coursework taken at the California Fire Academy is eligible for tuition reimbursement and education incentive pay provided the following conditions are met:
  - (a) The employee is otherwise eligible, and the course is approved under the above provisions.
  - (b) The employee is a State-certified Fire Officer I.
  - (c) The coursework is Level 2, 3 or 4 under the California Fire Service Training and Education System.

- (2) In addition to the expenses authorized for reimbursement under (D)(2) above, an employee may be reimbursed (as provided in the City's per diem policy) for the cost of his/her meals and for the actual cost of his/her lodging, provided the employee stays on an Academy campus.

#### ARTICLE 24: UNIFORM ALLOWANCE AND SAFETY GEAR

##### (A) Uniform Allowance

- (1) Each employee required by the City to maintain uniforms shall receive \$20 biweekly for this purpose.
- (2) The uniform allowance shall not be earned or paid during unplanned (e.g., sick leave or leave without pay) absences of ten consecutive shifts or more.
- (3) All current employees as of the date of ratification by City Council of this agreement shall be provided, upon completion of their original probation period, if applicable, one Class A uniform at the shared cost of the City and the Association. Thereafter, City shall provide each new employee, upon completion of his/her original probation period, and all other employees upon promotion from one classification to another within the bargaining unit, one Class A uniform. Maintenance of the uniforms shall be the responsibility of the employee.
- (4) Upon initial hire, an employee shall be provided three long sleeve and three short sleeve T-shirts. Thereafter, the City shall replace a total of three T-shirts per year, either long sleeve or short sleeve or a combination of the two at the employee's option.
- (5) If the City materially changes the type of uniform employees are required to purchase and maintain, either party may reopen this Agreement to discuss the amount of the uniform allowance, provided this option is exercised within one month following the date the change is implemented. If no agreement to change the allowance is reached, the amount of the existing allowance shall continue.

##### (B) Safety Gear

The City will provide and maintain all safety gear required by law, including:

- 2 turnout coats
- 1 pair of leather turnout boots
- 2 pairs of turnout pants
- 2 pairs of suspenders
- 3 pairs of gloves (2 structure, 1 work gloves)

- 1 helmet
- 1 pair of goggles
- 2 hoods
- 1 pair of safety boots
- 1 pair of medical safety glasses
- 1 wildland coat
- 1 pair wildland pants
- 1 pair of wildland boots
- 1 brush helmet**
- 3 pairs of BDU pants\*
- 1 800 MHZ remote microphone
- 1 pair of raingear pants
- 2 raingear jackets (parka and parka lining)
- \*after ratification of the Agreement. 1 pair before ratification

## ARTICLE 25: SURVEYS

In determining what is adequate compensation, the parties shall use as a guideline the compensation provided to comparable employees in the following cities: Anaheim, Brea, Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Laguna Beach, La Habra, Newport Beach, Orange and Santa Ana.

## ARTICLE 26: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

### (A) Benefits

- (1) For unit employees hired as fire safety members before December 23, 2012, the City's contract with CalPERS shall include the following options:
  - (a) 3% at 50 benefit formula (Cal. Gov. Code §21362.2).
  - (b) One-Year Highest Compensation (Cal. Gov. Code §20042).
  - (c) Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624 and 21626).
  - (d) Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code §21574).
  - (e) Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
  - (f) Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).
  
- (2) For unit employees hired as fire safety members on or after December 23, 2012 who are not considered "new members" as defined under the Public Employees' Pension Reform Act of 2013 (PEPRA, Cal. Gov. Code §7522-7522.74), the City's contract with CalPERS shall include the following options:

- (a) 3% at 55 benefit formula (Cal. Gov. Code §21363.1)
  - (b) Final compensation calculated based on the provision of Cal. Gov. Code §20037. Final Compensation shall be based upon the highest average annual compensation earnable during a period of 36 consecutive months.
  - (c) Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624 and 21626).
  - (d) Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code §21574).
  - (e) Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
  - (f) Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).
- (3) For unit employees hired as fire safety members after January 1, 2013 who are “new members” as defined in Cal. Gov. Code §7522.04(f):
- (a) 2.7% @ 57 benefit formula as mandated by PEPRA
  - (b) Final compensation calculated based on the provision of Cal. Gov. Code §7522.32. Final Compensation shall be based upon the highest average annual pensionable compensation earned- during a period of 36 consecutive months.
  - (c) Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624 and 21626).
  - (d) Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code §21574).
  - (e) Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
  - (f) Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).

Changes to the CalPERS contract for miscellaneous members are a function of the meet-and-confer process between the City and other employee organizations, and the City may implement such changes without the Association's agreement. However, the City shall include the Association in any discussions with other bargaining units to change retirement benefits for miscellaneous members.

(B) Employer-Paid Member Contributions

- (1) For employees who are not “new members” as defined under PEPRRA, the City shall pay each affected employee’s CalPERS normal member contribution (as defined in §20677 et seq. of the California Government Code) into each affected employee’s account with CalPERS, pursuant to §20691 of the California Government Code, and include this payment within the employee’s compensation earnable that is reported to CalPERS, pursuant to §20636(c)(4) of the California Government Code.
- (2) This employer-paid member contribution shall not be considered as base salary, and is not taxable income, pursuant to §414(h)(2) of the Internal Revenue Code. However, should any state or federal agency alter the current income tax treatment of such payment, the consequences of such action shall be the sole responsibility of the affected employees, and shall in no way alter any obligation of the City toward such employees.
- (3) As mandated by PEPRRA, each employee meeting the definition of “new member” as defined under §7522.4(f) shall contribute his/her full member contribution of fifty percent (50%) of the normal cost as determined by CalPERS (Cal. Gov. Code §7522.30.) This contribution shall be made by way of payroll deductions.

(C) Cost Sharing

Fire Safety members under the 3% @ 50 benefit formula shall contribute 9.557% of their compensation earnable (as defined in Government Code §20636) and Fire Safety members under the 3%@55 benefit formula shall contribute 9.0% of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate. As previously agreed, the City amended its contract with CalPERS effective December 23, 2012 to implement the provisions of California Government Code Section §20516(a), to provide that the greatest portion possible of the contribution shall be made pursuant to that section, with the balance being made pursuant to Government Code Section §20516(f). In the event of a change in the law or legal determination that any portion of the employee contribution toward the employer rate is not allowable as agreed, the employer-paid member contributions shall be reduced by whatever portion is not allowable and the parties shall meet and confer to determine the appropriate modifications of benefits to offset this change.

**Effective July 14, 2018, the employee cost sharing contribution shall increase by one percent to 10.557% for Fire Safety members under the 3% @ 50 benefit formula and to 10.0% for Fire Safety members under the 3% @ 55 benefit formula.**

Effective July 13, 2019, the employee cost sharing contribution shall increase by one percent to 11.557% for Fire Safety members under the 3% @ 50 benefit formula and to 11.0% for Fire Safety members under the 3% @ 55 benefit formula.

Effective July 11, 2020, the employee cost sharing contribution shall increase by one percent to 12.557% for Fire Safety members under the 3% @ 50 benefit formula and to 12.0% for Fire Safety members under the 3% @ 55 benefit formula.

For Miscellaneous **Classic** employees, the total employee contribution required by Article 26 (C) shall be 7% and shall be similarly accomplished as set forth above.

Effective July 14, 2018, the Miscellaneous **Classic** employee cost sharing contribution shall increase by one percent to 8.0%.

Effective July 13, 2019, the Miscellaneous **Classic** employee cost sharing contribution shall increase by one percent to 9.0%.

Effective July 11, 2020, the Miscellaneous **Classic** employee cost sharing contribution shall increase by one percent to 10.0%.

It is further provided that should legislation be enacted that requires employees pay any portion of the required member contribution, then the City shall take whatever action is necessary to reduce the amount of the employee pick-up of the employer contribution by the amount of the required payment by the employee of the member contribution.

#### ARTICLE 27: SOCIAL SECURITY

In the event the City and its employees are required to participate in the federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

#### ARTICLE 28: MEDICARE

Employees hired by the City on or after April 1, 1986, shall be required to pay the designated employee contribution to participate in the MediCare program and the City shall be under no obligation to pay or "pick up" any such contributions, unless required by law.

ARTICLE 29: HEALTH BENEFITS

- (A) The City shall contract with CalPERS to make available those health insurance benefits provided under the Public Employees Medical and Hospital Care Act (PEMHCA) as set forth in §22751 of the California Government Code. According to the provisions of this Agreement and to the extent required by law, the PERS Health Benefits Plan will be made available to all eligible employees, retirees and their eligible dependents. The PERS Health Benefits Plan shall replace any other health benefits program maintained by the City for employees, retirees and their surviving annuitants.
- (B) Except as provided in Article 30(A), "Optional Benefits," the City shall contribute toward the payment of premiums under the CalPERS Health Benefits Plan on behalf of each eligible active employee, and to the extent required by law, each eligible retiree annuitant of CalPERS, an equal contribution as defined by Government Code §22892.
- (C) The City shall pay the entire CalPERS Health Benefits Plan administrative fee.
- (D) The Association shall pay the entire CalPERS Health Benefits Plan Contingency Reserve Fund Fees.

ARTICLE 30: OPTIONAL BENEFITS

- (A) (1) For coverage for employees hired prior to July 26, 1997:
  - (a) For coverage effective July 1, ~~2015~~**2017**, the City shall pay either the actual premiums or the following monthly amounts, whichever is less, to provide funds for a group of optional benefits for health plans, dental plans, vision plans, and miscellaneous pay (as provided in Article 30):

Plan	Single	2-Party	Family
<b>Health</b>	<b>\$625.10</b>	<b>\$1,236.50</b>	<b>\$1,576.10</b>
<del>Health</del>	<del>\$615.50</del>	<del>\$1,166.50</del>	<del>\$1,482.50</del>
Dental	57.80	115.61	105.08
<b>Vision</b>	<b>9.13</b>	<b>13.18</b>	<b>23.66</b>
<del>Vision</del>	<del>8.95</del>	<del>12.93</del>	<del>23.20</del>
Misc. Pay	32.50	-	-
(PEMHCA)	<del>-122128.00</del>	<del>-122128.00</del>	<del>-122128.00</del>
<b>Total</b>	<b>\$596.53</b>	<b>\$1,237.29</b>	<b>\$1,576.84</b>
<del>Total</del>	<del>\$592.75</del>	<del>\$1,173.04</del>	<del>\$1,488.78</del>

- (b) For coverage effective January 1, ~~2016~~**2018**, the City shall pay either the actual premium or the following monthly amounts, whichever is less, to provide funds for a group of optional benefits for health plans, dental plans, vision plans, and miscellaneous pay (as provided in Article 30):

Plan	Single	2-Party	Family
<b>Health</b>	<b>\$639.10</b>	<b>\$1,265.70</b>	<b>\$1,613.70</b>
<del>Health</del>	<del>\$627.50</del>	<del>\$1,220.00</del>	<del>\$1,556.00</del>
Dental	57.80	115.61	105.08
<b>Vision</b>	<b>9.13</b>	<b>13.18</b>	<b>23.66</b>
<del>Vision</del>	<del>8.95</del>	<del>12.93</del>	<del>23.20</del>
Misc. Pay (PEMHCA)	32.50	-	-
	<del>-125133.00</del>	<del>-125133.00</del>	<del>-125133.00</del>
<b>Total</b>	<b>\$605.53</b>	<b>\$1,261.49</b>	<b>\$1,609.44</b>
<del>Total</del>	<del>\$601.75</del>	<del>\$1,223.54</del>	<del>\$1,559.28</del>

- ~~(c)~~ Effective the first full pay period in March 2016, the City's health insurance contribution limit shall be reduced to an amount equivalent to the 2015 contribution rate plus 40% of the 2016 PORAC rate increase at each level as illustrated below:

<del>Health</del>	<del>\$625.10</del>	<del>\$1,209.30</del>	<del>\$1,541.30</del>
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- ~~(d)~~**(c)** For coverage effective January 1, **2019 and each January 1** thereafter, the health insurance contribution limits shall be adjusted by 40% of the PORAC rate increase at each level.

- ~~(e)~~**(d)** The City shall pay any premium rate increases for coverage for these insurance plans:

Delta Dental Delta Care plan (Prepaid)  
Delta Dental Plus plan (PPO), except employees in the "family" category; and  
VSP Vision Plan.

- ~~(f)~~**(e)** Premium rate increases for an employee in the "family" category of the Delta Dental Plus (PPO) plan shall be divided equally between the City and the employee.

- (2) For coverage- for employees hired on or after July 26, 1997:

- (a) For coverage effective July 1, ~~2015~~**2017**, the City shall pay either the actual premiums or the following monthly amounts, whichever is

less, to provide funds for a group of optional benefits for health plans, dental plans, vision plans, and miscellaneous pay (as provided in Article 30):

Plan	Single	2-Party	Family
<b>Health</b>	<b>\$625.10</b>	<b>\$1,236.50</b>	<b>\$1,576.10</b>
<del>Health</del>	<del>\$615.50</del>	<del>\$1,166.50</del>	<del>\$1,482.50</del>
<b>Dental</b>	<b>16.34</b>	<b>32.67</b>	<b>48.19</b>
<del>Dental</del>	<del>15.86</del>	<del>31.71</del>	<del>46.80</del>
<b>Vision</b>	<b>9.13</b>	<b>13.18</b>	<b>23.66</b>
<del>Vision</del>	<del>8.95</del>	<del>12.93</del>	<del>23.20</del>
<b>Misc. Pay</b>	<b>32.50</b>	<b>-</b>	<b>-</b>
<del>Misc. Pay</del>	<del>32.50</del>	<del>-</del>	<del>-</del>
<b>(PEMHCA)</b>	<b><u>-122128.00</u></b>	<b><u>-122128.00</u></b>	<b><u>-122128.00</u></b>
<del>(PEMHCA)</del>	<del>-122128.00</del>	<del>-122128.00</del>	<del>-122128.00</del>
<b>Total</b>	<b>\$522.57</b>	<b>\$1,154.35</b>	<b>\$1,519.95</b>
<del>Total</del>	<del>\$550.81</del>	<del>\$1,089.14</del>	<del>\$1,430.50</del>

- (b) For coverage effective January 1, ~~2016~~**2018**, the City shall pay either the actual premiums or the following monthly amounts, whichever is less, to provide funds for a group of optional benefits for health plans, dental plans, vision plans, and miscellaneous pay (as provided in Article 30):

Plan	Single	2-Party	Family
<b>Health</b>	<b>\$639.10</b>	<b>\$1,265.70</b>	<b>\$1,613.70</b>
<del>Health</del>	<del>\$627.50</del>	<del>\$1,220.00</del>	<del>\$1,556.00</del>
<b>Dental</b>	<b>16.34</b>	<b>32.67</b>	<b>48.19</b>
<del>Dental</del>	<del>16.34</del>	<del>32.67</del>	<del>48.20</del>
<b>Vision</b>	<b>9.13</b>	<b>13.18</b>	<b>23.66</b>
<del>Vision</del>	<del>8.95</del>	<del>12.93</del>	<del>23.20</del>
<b>(PEMHCA)</b>	<b><u>-125133.00</u></b>	<b><u>-125133.00</u></b>	<b><u>-125133.00</u></b>
<del>(PEMHCA)</del>	<del>-125133.00</del>	<del>-125133.00</del>	<del>-125133.00</del>
<b>Total</b>	<b>\$531.57</b>	<b>\$1,178.55</b>	<b>\$1,552.55</b>
<del>Total</del>	<del>\$527.79</del>	<del>\$1,140.60</del>	<del>\$1,502.40</del>

- ~~(c) Effective the first full pay period in March 2016 the City's health insurance contribution limit shall be reduced to an amount equivalent to the 2015 contribution rate plus 40% of the 2016 PORAC rate increase at each level as illustrated below:~~

<del>Health</del>	<del>\$625.10</del>	<del>\$1,209.30</del>	<del>\$1,541.30</del>
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(c) **For coverage effective January 1, 2019 and each January 1 thereafter, the health insurance contribution limits shall be adjusted by 40% of the PORAC rate increase at each level.**

(d) For those who choose the City's Delta Dental Plus (PPO) dental insurance, the City's contribution shall be limited in each category to the cost of the City's Delta Dental Delta Care (HMO) Plan.

(B) An employee may use funds in any category provided in paragraph (A) above to choose dental benefits from a City sponsored Delta Dental plan for self or designated eligible dependents.

(C) An employee may use funds in any category provided in paragraph (A) above to choose vision benefits from the VSP Vision Plan for self and designated eligible dependents if equivalent vision benefits are not contained in the employee's health plan.

(D) An employee may use funds in any category provided in paragraph (A) to choose health benefits as per Article 29(A) from CalPERS Health Benefits Plans.

(E) A safety employee may use funds from the "single" category provided in Article 30(A) to receive miscellaneous pay for the balance of the unused optional benefits funds, up to \$15 per pay period. A miscellaneous employee may use up to \$30 per pay period. Employees hired on or after July 26, 1997, are not eligible for this benefit.

(F) Married Employee Couples

One member of a married employee couple may elect to "opt out" of the group medical plan on a voluntary basis. The City will then pay the two-party or family premium for the covered spouse, depending on the number of dependents covered. The other spouse will receive \$50.00 per pay period.

(G) Opt Out

This benefit is not applicable to an employee eligible for the "Married Employee Couples" benefit described above.

(1) An employee may "opt out" of the CalPERS medical plan under these conditions:

(a) The employee must sign a document stating his/her desire to waive medical insurance.

(b) The employee must provide proof of other group coverage, which shall be confirmed by the City each year prior to open enrollment.

(c) The employee may only re-enroll during 1) annual open enrollment, or 2) upon loss of coverage in accordance with the underwriting guidelines for the CalPERS health plans. Re-enrollment may be subject to pre-existing conditions, as may be established by a provider.

(2) An employee who has "opted out" of the CalPERS medical plan will then receive a cash payment equal to 50% of the City's reduced cost, not to exceed \$100 per pay period.

(I) Retirees

(1) The City shall pay in behalf of each "retiree" [as described in paragraph (3) below] the amount shown below for employee-only coverage under a City sponsored health plan:

Length of City Employment	Retirement Date	
	On or After January 1, 1998	June 29, 1986 - December 31, 1997
20 cumulative calendar years or more	The same amount actually contributed in behalf of an active employee, depending upon the retiree's date of hire pursuant to Article 30(A), not to exceed the cost of the monthly "Other Southern California Region" premium for the PORAC health plan, <u>less</u> the monthly Minimum Employer Contribution set forth in Government Code §22892.	100% of the employee-only premium, not to exceed the cost of the PORAC "Other Southern California Region" plan, <u>less</u> the monthly Minimum Employer Contribution set forth in Government Code §22892.
10 or more, but less than 20 cumulative calendar years.	50% of the above contribution, not to exceed the cost of the monthly "Other Southern California Region" premium for the PORAC health plan, <u>less</u> the monthly Minimum Employer Contribution set forth in Government	50% of the above premium, not to exceed the cost of the monthly "Other Southern California Region" premium for the PORAC health plan, <u>less</u> the monthly Minimum Employer Contribution set forth in Government

Code §22892.

Code §22892.

Less than 10 years    None

None

- (2) As a condition of eligibility for optional benefits funds, a retired employee must annually certify that he/she is not eligible for similar funds from MediCare or MediCal, has not reached age 65, or is not receiving nor is eligible to receive similar benefits from another employer.
- (3) A "retiree" (as used in this Article) shall mean only those retired employees who receive a CalPERS retirement allowance that has been in effect since the day after official separation from the City.
- (J) A retiree (as defined in this Article) and his/her eligible dependents, may subscribe to a City dental plan by paying the full premium for the coverage chosen.

### ARTICLE 31: LONG-TERM DISABILITY INSURANCE

The City shall reimburse the Association up to \$23.50 per month per employee but no more than the actual premium for a single long term disability policy provided by the California Professional Firefighters Insurance Trust, i.e., the P.Y.I. Plan (formerly the FAST Fund), or another long term disability provider approved by the City prior to request for reimbursement.

### ARTICLE 32: LIFE INSURANCE

The City will provide \$20,000 group term life insurance for all employees. The City shall make additional term life insurance available at the employee's option and at the employee's own cost.

### ARTICLE 33: REIMBURSEMENT ACCOUNT PROGRAM

The City's Reimbursement Account Program shall be made available to all affected employees.

Pursuant to said program, an employee may request that eligible expenses be paid or reimbursed by the City out of his/her account, with the employee's base salary being reduced by the amount of any such payments or reimbursements.

Each employee with a payroll deduction for medical and dental insurance premiums shall have his/her salary reduced by the amount of those deductions, on a before-tax basis.

## ARTICLE 34: SELF INSURANCE/OTHER

The City shall have the right to provide all or any portion of the benefits presently available under any existing dental, vision or long-term disability insurance plan through a self-insurance program or via a contract with a direct provider, however, the election of such option shall not cause affected employees to suffer any loss of benefits or coverage. In the event that the representations made by the Public Employees' Retirement System in its September 28, 1992 letter are incorrect, invalid, or illegal, as determined by the Board of Administration of PERS or PERS staff (pursuant to Government Code §22854) the Legislature, or a court of competent jurisdiction, the City shall have the right to cease coverage in the PERS medical plan pursuant to Government Code §22853. The City will provide notice of 30 days proposed cessation to the Association prior to taking such action, an opportunity for the Association to discuss such action, and will meet and confer on a successor plan.

A medical advisory committee, to include representatives of the four major employee organizations, shall be established. The committee shall meet with City representatives at least four times per year. This committee's functions shall include analysis of plan coverage and cost containment opportunities, the review of alternative approaches to medical insurance, and communications to and from employees for the purpose of providing reasonably priced medical care. Committee recommendations shall be developed with a view toward including them in this Agreement.

## ARTICLE 35: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985

The City may cause employees who are allowed to remain on a City-approved health or dental insurance plan following separation from employment pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) to be charged for such coverage the maximum rate permissible by law (presently 102% of the premium for an active employee).

## ARTICLE 36: HOLIDAYS

(A) Employees on a 56-hour shift schedule shall receive the following paid holidays of 11.2 hours each at the straight time rate in addition to their regular pay:

- (1) January 1, New Year's Day
- (2) The third Monday in February, Presidents' Day
- (3) The last Monday in May, Memorial Day
- (4) July 4, Independence Day
- (5) The first Monday in September, Labor Day
- (6) November 11, Veteran's Day
- (7) Thanksgiving Day
- (8) The Friday following Thanksgiving Day

- (9) December 24, Christmas Eve (if a Saturday or Sunday, the following Tuesday shall be observed)
- (10) December 25, Christmas Day
- (11) December 31, New Year's Eve

Employees on a 40-hour schedule shall be off work and shall receive eight hours straight time pay for each of the holidays listed above.

- (B) No other day shall be such a holiday unless it is a nonrecurring holiday designated specifically by the President of the United States and the Governor of California, or either of them, and approved by the City Council.

- (C) There shall be no holiday pay in the following situations: 1) when an employee is absent on unpaid leave the day/shift before and after a holiday; or, 2) following an unplanned absence (e.g., sick leave) of ten consecutive shifts or more. If an employee returns to active duty following such an absence, the "lost" holiday pay shall be paid to the employee. This paragraph shall not apply to industrial injury leaves.

- (D) Employees on a 56-hour work week

- (1) As an alternative to receiving holiday pay as the holidays occur, an employee who works without regard to holidays (i.e., those on a 56-hour work week) may elect, to defer receipt of holiday pay until the **end** of each payroll year.

- (2) Each employee who defers cash payment for holidays shall accrue holiday leave on a biweekly basis. **Such accrued leave shall be available for use by the employee for authorized paid time off in lieu of vacation leave;** ~~this leave shall be added to the employee's existing vacation balance. The employee's vacation balance shall then be reduced by the number of hours actually absent from work for vacation or holiday purposes.~~ At the end of each payroll year, such employee ~~may elect to~~**shall** convert ~~up to 123.2 hours of vacation~~ **any accrued holiday leave balance** into **either** a cash payment ~~for holidays~~ at the base hourly rate then in effect **or into vacation leave if such conversion does not cause the employee to exceed his/her vacation accumulation limit as specified in Article 37.** ~~This election will be made at the beginning of each payroll year.~~

- (E) Employees on a 40-hour work week (Except as provided in Article 44: Work Schedule: Non Suppression Employees)

- (1) When a holiday falls on a Saturday, an employee on a traditional Monday - Friday schedule, in lieu of that holiday, shall be permitted an absence from work with eight hours pay on the Friday immediately before said holiday.

- (2) When a holiday falls on a Sunday, such employee, in lieu of pay for that holiday, shall be permitted an absence from work with eight hours pay on the Monday immediately following the holiday.
- (3) For all employees with a workweek other than Monday through Friday, when a holiday falls on an employee's regular shift off, such employee, in lieu of that holiday, shall be permitted a corresponding absence from work immediately preceding or following the holiday, as designated by his/her Department Head. If an employee's regular work schedule precludes such absence from work in order to provide the usual continuous services of his/her department, the employee shall be compensated in the form of compensatory time of eight hours to be used in accordance with existing holiday comp time payoff policies.
- (4) An employee who does not regularly work on a holiday which falls within his/her regularly scheduled workweek shall be compensated at the rate of time and one-half his/her base hourly rate for services performed on a holiday, in addition to holiday pay.
- (5) When an employee is absent from work under circumstances which entitle him/her to receive sick leave benefits for any of said holidays, there shall be no double payment. Instead, he/she shall be paid the holiday benefit hereunder, and shall not be charged or paid for the sick leave benefits for such time that he/she received holiday pay.

ARTICLE 37: VACATION

(A) Except as provided in (D) below, affected employees shall earn, with the right to take or be paid for if not taken, vacation absences based on the following tables:

(1) For 24-hour shift personnel:

	Number of Hours	
	Annually	Biweekly
Until the 10th Anniversary*	192	7.39
After the 10th Anniversary	204	7.85
After the 11th Anniversary	216	8.31
After the 12th Anniversary	228	8.77
After the 13th Anniversary	240	9.23
After the 14th Anniversary	252	9.69
After the 20th Anniversary	264	10.15

\*Employees newly hired by the City on or after July 7, 1990, shall earn 144 vacation hours annually (5.54 biweekly) until the 5th anniversary, but thereafter in accordance with the above schedule.

(2) For other than 24-hour shift personnel:

Until the 5th Anniversary	104	4.00
From the 5th to the 10th Anniversary	120	4.62
After the 10th Anniversary	128	4.93
After the 11th Anniversary	136	5.24
After the 12th Anniversary	144	5.54
After the 13th Anniversary	152	5.85
After the 14th Anniversary	160	6.16

(B) Vacation credits shall accrue each pay period in which the employee has worked at least one full regular workday. Employees absent on vacation shall receive vacation credits, but employees absent on sick leave or unpaid leave of absence for an entire pay period shall not receive vacation credit for that pay period.

(C) Usage

(1) First Vacation. A new employee's first vacation may not be taken until he/she has successfully completed his/her initial probation period with the City.

(2) Employees hired on or after October 1, 1981 shall be eligible to earn and accumulate, but not be paid for or to use vacation credits until successful completion of their initial probation period with the City.

(3) Department Head Approval. No vacation absence with pay may be taken without approval by the Department Head or designee. The Department Head shall schedule and approve vacation for his/her employees as requested or at such other time as will achieve the most efficient functioning of his/her department and to avoid any loss of vacation by reason of the accumulation limit provided herein.

(4) Vacation may not be used when an employee is absent for personal medical reasons and has sick leave available.

(5) An employee may not use vacation in conjunction with separation.

(D) Accumulation Limit

An employee may accumulate vacation credits up to twice his/her annual allowance. Vacation does not accrue beyond that point with the following exceptions:

(1) When any written request by an employee to take a vacation is refused or not acted upon by the Department Head and the employee is not allowed

other vacation time off to prevent a loss of vacation credits the employee shall then be paid at the straight time salary rate then in effect not only for the time worked, but also for the vacation time that would have been credited to him/her for so working were it not for said accumulation limit. This payment shall continue until such time as the employee is permitted to take a vacation.

- (2) An employee may also exceed his/her vacation limit due to scheduling conflicts, as defined by department management. Notwithstanding year-end payoffs for vacation, and minimum required usage of vacation each year, if an employee exceeds the vacation accumulation limit, the employee will be paid for the vacation in excess of the maximum on a schedule compatible with the current payroll system.
- (3) An employee on industrial injury/illness leave shall be permitted to exceed the vacation limit for the period he/she is unable to return to work. The employee shall be paid off for the hours in excess of the vacation limit until he/she is able to return to work and reduce his/her vacation balance below the maximum.

(E) Conversion

At the end of each payroll year, a 24-hour shift employee may convert up to 72 hours of unused vacation time into cash or deferred compensation, payable at the base hourly rate in effect at the time of conversion. An eight-hour shift employee may convert up to 40 hours. Such conversions shall be made concurrently with the optional conversion of sick leave program.

- (F) Fire Department S.O.P. #41 governs the selection of vacation schedules. Any changes to this S.O.P. shall be made only via the meet-and-confer process. Absent mutual agreement to change this S.O.P., no changes will be made.

(G) Separation From Employment

Any employee, except one on his/her initial probation period with the City, who separates from employment by resignation, layoff, or otherwise, shall then be paid for the balance of his/her accumulated vacation credits, at the base hourly rate in effect on the date of separation. If the separation is by the employee's death, the balance will be paid to the employee's designee or, if none, to the employee's estate.

## ARTICLE 38: SICK LEAVE

- (A) (1) All regular full-time employees shall earn and accumulate sick leave in accordance with the following table:

Regular Workweek	Regular Working Day Equivalent	Biweekly Accrual Rate
56 hours	12 hours	5.17 hours
40 hours	8 hours	3.69 hours

- (2) For sick leave credits to accrue during a pay period, the employee must have worked at least one full regular workday that pay period. An employee absent on vacation shall receive sick leave credit, but an employee absent on sick leave or unpaid leave of absence for an entire pay period shall not receive sick leave credit that pay period.

(B) Sick Leave Usage

Sick leave is provided so that employees will not suffer financially because of inability to work due to bona fide illness or injury. An employee shall be allowed to use his/her accumulated sick leave for the following reasons:

- (1) Absences relating to the health of the employee:
- (a) Personal illness or physical incapacity which does not result from service-connected illness or injury. The sole exception to the above is that sick leave may be used to supplement workers' compensation temporary disability benefits so that an employee will receive full salary between the expiration of Labor Code §4850 benefits and the start of benefits under the long-term disability insurance program. This exception shall be applied retroactively only when the employee has returned to work for a minimum of 30 working days;
  - (b) Medical or dental appointments;
  - (c) Forced quarantine of the employee in accordance with community health regulations;
- (2) Absences relating to the health of the employee's family:
- (a) Health conditions of or medical or dental appointments for the employee's spouse, parent, children, stepchildren, brother, sister, mother-in-law, father-in-law, and others as required by law in a total amount not to exceed 48 hours in a payroll year for 40-hour per week employees and 96 hours in a payroll year for 56-hour per week employees.

- (b) The care of an employee's newborn child/children or the placement with an employee of a son or daughter for adoption or foster care, within the first 12 months after birth or placement. Employees may use up to 96 hours for 40-hour per week employees and up to 144 hours for 56-hour per week employees.
- (c) The serious health condition of a family member which qualifies under the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA). Employees may use up to 480 hours of accrued sick leave for 40-hour per week employees and up to 672 hours of accrued sick leave for 56-hour per week employees provided that the employee has submitted all necessary documentation to the Human Resources Department certifying the condition qualifies for the Family and Medical Leave Act.

In no event shall the total time taken pursuant to 2a, 2b, and 2c exceed 480 hours for 40-hour per week employees and up to 672 hours for 56-hour per week employees in any 12-month period. This maximum limit of 480 hours or 672 hours shall be reduced by any time taken pursuant to the employee's own Family and Medical Leave Act qualifying condition(s) within such rolling 12-month period except as otherwise required by law.

(C) Approval of Sick Leave

- (1) Sick leave may be taken only when an employee has sick leave credits. The first sick leave with pay may not be taken until the employee has completed his/her 89<sup>th</sup> day of employment with the City of Fullerton. No payment for sick leave shall be made without the approval of the Department Head.
- (2) Prior to resuming work after taking more than two consecutive 24-hour shifts of sick leave, a 56-hour per week employee shall submit a physician's written release stating that the employee was off work for a covered reason and that he/she is able to perform his/her normal job duties. Employees on a 40-hour workweek shall submit this release after taking three or more consecutive shifts of sick leave.

If the absence of three or more consecutive shifts is for family illness (see B2 above) the employee shall submit certification from the attending physician of the family member's medical condition during the length of absence for which paid leave is requested. The physician's certification shall verify that the family member had an illness, injury or medical procedure during the period of time for which paid leave is requested. However, the certification shall not be required to include a diagnosis or description of the injury or treatment.

(D) Bereavement Leave

The death of a member of the employee's immediate family shall entitle the affected employee to be absent for three working days (for 24-hour shift employees, two 24-hour shifts), and such absence shall not be charged to sick leave. Two days of sick leave (for 24-hour shift personnel, one 24-hour shift) per incident shall also be available for bereavement purposes, and the City Manager may authorize up to an additional five days (for 24-hour shift personnel, up to two 24-hour days) of sick leave usage for bereavement purposes when appropriate.

"Immediate family" means the employee's spouse, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-parent, legal guardian, and others as required by law.

(E) Annual Optional Conversion of Sick Leave

A person who has been regularly employed by the City for the full preceding payroll year shall be allowed to convert a fixed percentage of the unused portion of sick leave credits earned during that period in accordance with the following:

- (1) An employee who uses two shifts or less of sick leave during the preceding payroll year may convert either
  - (a) Up to 60% to cash or a deferred compensation contribution under the City's plan, or
  - (b) Up to 30% to vacation and up to 30% to either cash or deferred compensation.
- (2) All other employees may convert either
  - (a) Up to 50% to cash or deferred compensation; or
  - (b) Up to 25% to vacation and up to 25% to either cash or deferred compensation.

For purposes of this paragraph (E) only, the cash conversion shall be at a rate which includes the employee's base hourly rate plus any paramedic pay in effect at the time of conversion. Paramedic pay includes only Level 2 (13.5%) or Level 1 (6.75%) and does not include the potential additional 6.75% described in Article 20(A)(2). No other form of compensation shall be included.

(F) Payment For Unused Sick Leave Upon Separation

Except as provided in this subparagraph, no payment shall be granted to an employee for accrued sick leave at the time of separation.

Employees regularly (i.e., non-hourly) appointed on or before July 16, 1984, and employed continuously thereafter, and those appointed after that date who are killed in the line of duty and qualify under the federal Public Safety Officers' Benefits Act of 1976 ("eligible employees", for purposes of this subparagraph only) are entitled to payment for unused sick leave upon separation as follows:

- (1) If an eligible employee separates due to retirement or death, 50% of the unused sick leave credits accumulated will be paid to the employee or, in the case of the employee's death, to the employee's designee or, if none, to the employee's estate. Payment will be at the base hourly rate in effect at the time of separation.
- (2) An eligible employee who separates after ten years of continuous service for any reason other than death or retirement shall be paid for 50% of the unused balance of all accumulated sick leave credits in excess of 120 days, to be paid at the base hourly rate in effect at the time of separation.

#### ARTICLE 39: CONVERSION OF LEAVE BALANCES

When an employee is reassigned from a 56-hour position to a 40-hour position, the employee's vacation and sick leave balances shall be reduced to a 40-hour workweek equivalent because the employee's hourly rate will have increased. Similarly, when an employee is reassigned from a 40-hour position to a 56-hour position, the employee's vacation and sick leave balances shall be increased to a 56-hour work equivalent because the employee's hourly rate will have decreased.

#### ARTICLE 40: WORKERS' COMPENSATION PROGRAM

- (A) Fire safety employees shall have all of the benefits conferred upon them by the laws of the State of California with respect to job-incurred illness or injury.
- (B) Miscellaneous Employees - Supplemental Pay
  - (1) Unless employment is terminated, any regular full-time employee absent due to illness or injury resulting from his/her City employment, for which the employee received temporary disability payments under California Workers' Compensation laws, shall be paid his/her full salary only for the first 2,080 cumulative hours of each absence. This salary payment period shall not extend beyond the date the said temporary disability payments are terminated. The employee's salary shall be reduced by the total amount the

employee receives as temporary disability payments, and such supplemental pay shall not be charged against his/her sick leave credits.

Persons employed on a 3/4-time basis shall receive a cumulative total of 780 hours, and persons employed on a half-time basis shall receive a cumulative total of 520 hours.

- (2) A full-time employee who suffers a temporary disability as a result of what is interpreted under state Workers' Compensation laws as a separate illness or injury, regardless of whether the illness or injury is to the same or a different part of the body, shall be entitled to an additional 1,040 hours cumulative time of supplemental pay (pro rata time if a part-time employee) for each such separate illness or injury.
  - (3) Once the employee has exhausted all of the benefits described in subparagraphs (1) and (2) above, the employee shall be entitled, at his/her request, to use any unused sick leave credits to pay the difference between his/her full salary and any amounts paid him/her under said Workers' Compensation laws until his/her accumulated sick leave credits are exhausted.
  - (4) Employees on injured-on-duty status shall charge absences for doctor, therapy or follow-up visits which occur after July 24, 1995, to injury-on-duty leave – i.e., the supplemental pay program described in this Article.
  - (5) The City may deny supplemental pay during the first three days of temporary disability leave to any employee who, in management's opinion, abuses sick leave. In such circumstances, the employee may elect to use sick leave, vacation or leave without pay. The grievance procedure in such cases shall end with the City Manager.
- (C) The anniversary date of any employee who is absent from work as a result of an illness or an injury, either of which were induced by or arose from the performance of duties in the course of his/her employment, shall not be affected as long as he/she is receiving an amount equal to his/her full pay, and during such time he/she shall continue to accrue vacation and sick leave benefits in the same manner as though he/she were not absent.
- (D) Employees shall return to the City all City-funded payments whose value exceeds the employee's regular base salary.

#### ARTICLE 41: JURY DUTY

When an employee is duly summoned to jury duty, he/she shall receive her/his regular pay for any regularly scheduled working hours spent in actual performance of such

service. If the employee receives \$50 or more for such service, the employee shall remit to the City all fees and allowances payable for such service, less reimbursements from the court for meals, travel or lodging.

Employees who have the option to request call-in juror status shall exercise that option.

## ARTICLE 42: STAFFING

(A) The minimum staffing requirements of the Department shall be ~~25-24~~ sworn fire suppression personnel per platoon. **The parties agree that upon implementation of this agreement, the City will move to four-person flexible staffing of five (5) engines and one (1) truck. Flexible staffing for the purposes of this agreement shall mean that the companies may assign any paramedic to escort a patient to the hospital by hospital and the remaining Truck or Engine crew members shall be immediately put back into service as either a PAU or BLS truck or engine company until such time as the 4<sup>th</sup> member of the company comes back from patient transition of care duties.** ~~consisting of (a) one three-person engine company, with such company being comprised of one Fire Captain, one Fire Engineer and one Firefighter; (b) two three-person engine companies, with each such company being comprised of one Fire Captain, one Fire Engineer, and one Firefighter, any one of which will be a certified paramedic; (c) three four-person engine companies, comprised of one Fire Captain, one Fire Engineer and two Firefighters, any two of which will be certified paramedics; and (d) one four-person truck company, comprised of one Fire Captain, one Fire Engineer and two Firefighters.~~ Any change from current deployment of personnel and equipment as set forth above shall be subject to the meet and confer process with express understanding that the City retains the right to unilateral implementation absent mutual agreement. ~~Not~~ **withstanding** ~~withstanding~~ the City's ability to unilaterally modify the deployment of personnel and equipment after fully satisfying its obligation to the meet and confer process including the applicable impasse procedure, the parties expressly agree that the following shall remain unchanged:

(1) There shall be ~~seven-six (76)~~ Captains, ~~seven-six (76)~~ Engineers, and ~~eleven-twelve (112)~~ Firefighters per platoon. **Any staffing reduction necessary to attain these levels shall be accomplished through attrition. New appointments to Fire Captain shall be delayed until such time as the number of employees in the Fire Captain classification falls below 18. New appointments to Fire Engineer shall be delayed until such time as the number of employees in the Fire Engineer classification falls below 18 and the number of employees in the Fire Captain classification is 18 or less.**

(2) All paramedic engines **and paramedic trucks (if established)** will be staffed with two paramedics, paramedic assessment engines/**trucks** will be

staffed with one paramedic. ~~and truck companies will be staffed with four personnel;~~

(3) There will be a minimum of ~~eight~~ **ten (810)** certified paramedics per platoon. ~~;~~ ~~and~~

~~(4) Each platoon will include a minimum of one truck staffed by one (1) Captain, one (1) Engineer and two (2) Firefighters.~~

~~(B) In order to secure said minimum level of staffing, the City shall cause there to be at least the following number of full-time regular employees in each of the following classifications: 21 Fire Captains and 21 Fire Engineers and one Training/Disaster Preparedness/Safety Officer Captain subject to City's right and sole discretion to reclassify to a Chief Officer position outside of the bargaining unit. Any staffing reduction necessary to attain these levels shall be accomplished only by attrition.~~

~~(B)~~ **(CB)** In the event the City **increases staffing above that which is mentioned above, the City shall notify authorized representatives of the Association of such intended action. The increase in staffing can be deployed at the City's discretion.** ~~desires to staff any apparatus over and above that which is presently in use, the City shall notify authorized representatives of the Association of such intended action. That notification shall include the manner in which the City contemplates causing said new equipment to be staffed. In the event the Association believes that such intended action will affect the safety or workload of affected employees, it shall so advise the City, whereupon the City and the Association shall meet and confer in good faith prior to such intended action being implemented.~~

~~(B)~~ **(BC)** If there is a substantial change to the job duties of suppression employees which results in increased City revenues, this Agreement shall be reopened.

#### ARTICLE 43: WORK SCHEDULE: SUPPRESSION EMPLOYEES

The average workweek of all fire suppression employees shall be 56 hours based on a three-platoon schedule, with 121.33 annual 24-hour shifts being worked or treated as having been worked because of lawful absence due to sick leave, vacation, holidays, disability leave or otherwise. The precise schedule shall be determined by the administration of the Fire Department following discussions with representatives of the Association.

Suppression employees shall work on a 48/96 schedule.

#### ARTICLE 44: WORK SCHEDULE: NON-SUPPRESSION EMPLOYEES

- (A) Time Worked - Each full-time non-suppression employee shall work or be on approved leave 40 hours during each FLSA work period, and 80 hours during each City pay period. Part-time employees shall work between 20-39 hours per FLSA work period. Employees shall work such additional time as may, from time to time, be required in the judgment of the City to serve the citizens of the City.
- (B) Work Schedules - The actual schedule worked by an employee is subject to change or adjustment according to the City's business needs.
- (1) An employee's schedule may be changed at any time by the City with 14 days' notice, except that any change in the work schedule for the year-end holidays (i.e., Winter Closure) shall be announced before Thanksgiving.
  - (2) During an urgent situation (as determined by the Department Head or his/her designee), the City may direct the employee to temporarily work a different schedule on a 12-hour notice.
  - (3) An employee who believes that hardship will result from his/her assignment to a particular schedule may appeal to the Department Head.
- (C) For employees on a 9/80 schedule, all existing personnel policies, rules and regulations shall continue to apply, except as provided below. If any conflict or problem results from applying these exceptions, the existing policies, rules and regulations as described elsewhere in this Agreement shall prevail.
- (1) Paid Leave  

Employees shall continue to accrue vacation and sick leave in accordance with the current accrual rates. When vacation or sick leave is used, the employee shall be charged based on actual time taken, calculated hour-for-hour.
  - (2) Employees Working With Regard To Holidays
    - (a) An employee on a 9/80 work schedule shall receive a paid holiday of nine hours for each holiday that falls or is observed on his/her regularly scheduled nine-hour workday, or eight hours if the holiday falls or is observed on his/her regularly scheduled eight-hour workday.
    - (b) When a holiday falls on the City's regular Friday closure day, an employee on a synchronized 9/80 schedule shall receive the day off but will not receive any holiday pay or additional time off for that day.

- (c) When a holiday falls on his/her regularly scheduled day off, rather than the City's closure Friday, an employee on an unsynchronized 9/80 schedule shall receive the day off but will not receive any holiday pay or additional time off for that day.
- (d) When a holiday (defined in Article 36) falls on a Saturday following a 9/80 closure day, an employee on a 9/80 work schedule, in lieu of said holiday, shall be permitted an absence from work with nine hours pay if taken on a regularly scheduled nine-hour workday, or eight hours pay if taken on a regularly scheduled eight-hour workday. Such absence shall be taken on any regular workday between the Monday immediately following the holiday and the second working Friday in December of that calendar year. The specific day off is subject to approval of the department head.

If the Saturday holiday does not follow a 9/80 Friday closure, such employees shall be permitted an absence from work with eight hours pay on that Friday.

(3) Overtime

Implementation of an alternate work schedule does not create any additional overtime obligation under this Agreement or the FLSA.

(4) Training Conference Leave

- (a) When an employee attends a seminar, conference or training which requires less time than normally worked (e.g., an employee whose shift is nine hours attends a training seminar of eight hours duration) the additional time away from the City shall be charged to the employee's vacation or comp time account or to unpaid leave if no paid leave is available. Alternatively, the employee and his/her supervisor may make a schedule adjustment to ensure no compensation is lost. Travel time shall be compensated pursuant to §785.33, et seq., of the Code of Federal Regulations.
- (b) When an employee is scheduled to attend a conference or training program Monday through Friday, his/her work hours will be 8:00 a.m. to 5:00 p.m., Monday through Friday, so there is no issue that he/she is eligible for overtime while attending the conference or training.

(5) Military Leave

An employee granted military leave shall not be granted overtime when such leave extends beyond the employee's regularly scheduled workdays per week to his/her regular day off.

(6) Jury Duty

An employee granted jury duty leave shall not be granted overtime when such leave extends beyond the employee's regularly scheduled workdays per week to his/her regular day off.

(7) Injury on Duty

While an employee is on injury on duty status, his/her work hours will be 8:00 a.m. to 5:00 p.m., Monday through Friday, so there is no issue that he/she is eligible for overtime while receiving treatment or keeping doctor's appointments.

(8) Employees shall be encouraged to schedule all medical and dental appointments and all other personal business on the employee's regular day off.

#### ARTICLE 45: PAY PERIODS/PAY DAYS

The City shall utilize the biweekly pay system. Pay periods shall begin at 12:01 A.M. every other Saturday, and end at midnight on the second Friday (i.e., 14 days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception to this is that when Friday is a City holiday, the payday shall fall on the preceding business day.

Each affected employee shall participate in the City's direct deposit payroll program.

The payroll year begins on the first day of the biweekly pay period that is paid in a new calendar year, and ends on the last day of the pay period that is paid within the same calendar year.

## ARTICLE 46: VENDING MACHINES

The Association may use City property and utilities to provide vending machines for use by affected employees, and the Association shall receive the profits therefrom. The City retains the right to approve any changes in location or number of vending machines.

The Association shall hold the City harmless from the existence of any and all such vending machines and from the use and operation thereof; from the consumption of any product dispensed thereby; and from any malfunction, personal injury, property damage or accidents resulting from the existence, use or operation thereof.

## ARTICLE 47: USE OF TOBACCO

In addition to the policy set forth in City directives, affected employees shall not use tobacco products in any form inside or on City buildings, structures, facilities, vehicles, or in plain view of the public at any time.

## ARTICLE 48: SUBSTANCE ABUSE

- (A) It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of coworkers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.
- (B) It is in the best interest of the City, the Association, affected employees and the public to ensure that affected employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the use of any illegal substance or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely.
- (C) The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City and the Association to refer employees who have such problems to this counseling service for assistance.
- (D) The City may compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense.
- (E) The parties shall continue discussions on this subject, to include changes and/or additions to the testing program, within the context of the medical advisory committee described above, to establish:

- (1) Additional conditions under which the City may test for substance abuse;
  - (2) Additional testing practices and procedural safeguards;-
  - (3) Appropriate rehabilitation and/or discipline measures for identified abusers.
- (F) The Firefighters' Association supports random testing for substance abuse and strongly encourages all employee units to do the same. The Association will participate in a random testing program at such time as it applies to the Fire Department management staff and the City's Executive employees.

#### ARTICLE 49: LAYOFFS

If the City decides layoffs are necessary, the parties shall meet-and-confer to discuss alternatives to layoffs.

#### ARTICLE 50: GRIEVANCES AND DISCIPLINARY APPEALS

- (A) Purpose: To provide a means by which employee grievances may be considered, discussed and resolved at the closest possible level to the point of origin.
- (B) A grievance is any dispute concerning the interpretation or application of the Employer-Employee Relations Resolution, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights decision on wages, hours and other terms and conditions of employment.

Grievances shall be waived for all purposes if not presented to the supervisor within 14 calendar days from the date the aggrieved employee knew, or by reasonable diligence could have known, of the occurrence of the act or omission on which the grievance is based.

Grievances shall be presented in accordance with the procedures set forth below. The affected employee may process the grievance with or without his/her recognized employee organization representative.

- (C) Informal procedure: An employee with a grievance shall first discuss it with his/her immediate supervisor without delay. If the problem is not answered to the employee's satisfaction, he/she shall have the right to discuss the grievance with the supervisor's immediate superior. Every effort shall be made to resolve the problem in this manner.
- (D) Formal procedure: If informal efforts have not been successful in resolving the grievance, the employee may utilize this formal procedure by submitting an appeal

in writing within seven calendar days of the response given in the informal procedure.

To the best of the employee's ability, the written appeal shall contain a full explanation of the issue(s) in dispute as well as a proposed remedy.

- (1) First level of appeal: The appeal shall be submitted to the employee's immediate supervisor who shall consult with his/her superior and render a decision and comments in writing within seven calendar days of receipt of the appeal.
- (2) Second level of appeal: If the employee does not agree with the decision, or if no answer has been received within seven calendar days, he/she may present the appeal in writing to the Department Head. Failure of the employee to take further action within 14 calendar days after receipt of the first level decision, or within a total of 14 calendar days if no decision is rendered, will bar further consideration.
- (3) Department review: Upon receipt of the appeal, the Department Head should discuss the grievance with the employee, his/her representative, if any, the supervisor and with the Director of Human Resources. The Department Head shall render his/her decision and comments in writing and return them to the employee within seven calendar days after receiving or hearing the appeal, whichever occurs later. If the employee does not agree with the decision reached, or if no answer has been received within eight calendar days, he/she may present the appeal in writing to the City Manager. Failure of the employee to take further action within seven calendar days after receipt of the decision, or within a total of 14 calendar days if no decision is rendered, will bar further consideration of the appeal.
- (4) City Manager review: The City Manager shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate a committee or officer not in the employee's normal line of supervision to advise him/her concerning the appeal. The City Manager shall render a decision in writing to the employee within 14 calendar days after receiving or hearing the appeal, whichever occurs later.
- (5) Grievance Mediation - This procedure is available after the City Manager level of the grievance procedure is completed.
  - (a) If either party is not satisfied with the City Manager's decision it may, within 14 calendar days following receipt of the City Manager's decision, submit a written request to the other party for mediation of the dispute. Mediation shall be voluntary by both the City and the grievant.

- (b) Grievance mediation is a supplement to, and not a substitute for, the steps of the grievance procedure outlined in this Article. Any deadlines for the grievance procedure shall be waived to permit the grievance to proceed to arbitration should mediation be unsuccessful.
  - (c) If the parties agree to mediation, a request shall be submitted to the California State Mediation and Conciliation Service (CSMCS) in writing. If the CSMCS is unable to serve in a timely manner, the parties shall agree on another mediator. Any costs of the mediator or the mediation process shall be divided equally between the City and the Association.
  - (d) The function of the mediator shall be to attempt to assist the parties to achieve a mutually satisfactory resolution of the dispute. The mediator has no authority to compel resolution of the grievance.
  - (e) Proceedings before the mediator shall be informal and the Rules of Evidence shall not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes are confidential and their content shall not be revealed. Nothing said or done by the parties or the mediator during the grievance mediation session can be attributed to the other party in any subsequent arbitration, court or government agency proceeding.
  - (f) The mediator may conduct the conference utilizing all of the customary techniques associated with mediation, including the use of separate caucuses.
  - (g) In the event that no settlement is reached during the mediation process, the mediator may provide the parties, either in separate or joint session, with an oral advisory opinion unless both parties agree that no such opinion is necessary.
  - (h) If either party does not accept the mediator's opinion, the matter may then proceed to arbitration in the manner and form provided in this Article. Such arbitration hearings will be held as if the grievance mediation had not taken place. The mediator may not serve as the arbitrator.
  - (i) If a satisfactory resolution of the dispute is achieved by means of this mediation process, the parties shall sign a written statement to that effect and thus waive the right of either party to any further appeal.
- (6) Arbitration - if either party so requests, a professional arbitrator shall hear the grievance on its merits for the purpose of attempting to resolve the

dispute in a satisfactory manner. Such requests for arbitration must be filed in writing with the Director of Human Resources within 14 calendar days following receipt of the City Manager's written decision. Failure to do so will bar consideration by an arbitrator. Selection of the arbitrator shall be in accordance with procedures acceptable to both parties.

The above paragraph shall not diminish the City Council's authority to review the arbitration award.

The City Council shall have the right to refuse arbitration if, in its judgment, the issue to be submitted to arbitration has recently been reviewed by a professional arbitrator for Fullerton.

- (7) The arbitrator, after hearing all pertinent evidence and testimony, shall make his/her recommendations to the City Manager and the parties involved. Then, if either party is still in disagreement, it may request that the City Council decide the matter. Such requests must be filed in writing with the Director of Human Resources within 30 calendar days from the date of the arbitrator's recommendations. Failure to do so will bar Council consideration of the arbitrator's recommendations.

The arbitrator shall limit his/her findings and recommendations strictly to the interpretation or application of this Agreement or of Rules and Regulations governing personnel practices or working conditions, or the practicable consequences of a City rights decision on wages, hours and other terms and conditions of employment, and shall make no recommendation:

- (a) Contrary, or inconsistent with or modifying or varying in any way the provisions of the Employer-Employee Relations Resolution.
- (b) Inconsistent with the City's duties, responsibilities, or obligations as provided by law.
- (c) Recommending any wage increase or decrease.
- (d) Recommending the payment of back wages for more than 14 calendar days prior to the date the aggrieved employee knew, or by reasonable diligence could have known, of the occurrence of the act or omission on which the grievance is based.

The arbitrator shall make no recommendation reversing, overruling, or otherwise modifying any City decision or omission except after finding (1) the City decision violated some express provision of the Resolution, or (2) the City decision or omission was, under the circumstances, arbitrary, capricious, discriminatory or otherwise unreasonable.

- (8) The City Council shall be guided by the arbitrator's recommendations in reaching its decision. The Council shall act upon the arbitrator's recommendations within 63 calendar days of the Director of Human Resource's receipt of a request for it to do so. The City shall notify the employee of the Council's action by first class mail. Such notice shall be postmarked no later than seven calendar days after the Council action.

(E) Conduct of Grievance Procedure:

- (1) The time limits specified above may be extended to a specified date by mutual agreement of the parties concerned. Unless so extended, failure to timely process a grievance shall bar further processing of such grievance.
- (2) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
- (3) The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in conferring about and presenting the appeal. However, no employee shall be absent him/herself without first being excused by his/her supervisor.
- (4) Employees shall be assured freedom from reprisal for using the grievance procedure.
- (5) The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of this Agreement.
- (6) With the exception of the arbitrator, administrative and court reporter appearance fees and the costs of transcriptions, the expenses of arbitration shall be borne equally by the City and the Association. With regard to the arbitrator, administrative and court reporter appearance fees and the costs of transcriptions, the City shall pay these expenses if the arbitrator sustains the grievance; however, if the arbitrator denies the grievance, the Association shall pay these expenses. In the event there is no prevailing party, the parties shall bear these specific expenses equally.

(F) Appeals from Disciplinary Action

- (1) When an employee seeks to appeal disciplinary action (following the provision of all procedural safeguards required to be provided prior to the imposition of discipline), he/she shall initiate the formal Grievance Procedure by filing a written grievance at the level of the authority which has effectively imposed the discipline. This appeal must be received by said

authority within 14 calendar days after the employee's receipt of the document which imposes such discipline.

- (2) Should an employee wish to appeal the consequences of disciplinary action beyond the City Manager stage, he/she shall submit his/her written request for arbitration to the Director of Human Resources within 14 calendar days following receipt of the City Manager's written decision. Failure of the employee to so act will bar further consideration of the grievance.

#### ARTICLE 51: AMBULANCE PERSONNEL HOUSING

At its sole discretion, the City may enter into agreement with a private ambulance provider to allow ambulance personnel assigned to respond to calls within the City to be housed at up to three (3) Fullerton Fire Department stations. The City shall use any revenue arising from such agreement to provide paramedic schooling opportunities for Association members. To the extent that there are fewer firefighter paramedics in the City than agreed to by the parties in the Operations and Procedures Manual, the revenues derived from housing ambulance personnel shall be used to send firefighters to paramedic school. To the extent that there are sufficient paramedics (considering reasonably anticipated vacancies), the revenue may be used to provide paramedic schooling to existing paramedics. Additionally, the City shall make or require the private ambulance provider to make reasonable modifications to any stations in which ambulance personnel are to be housed to minimize the impact of such additional personnel on the living and working conditions of Association members.

#### ARTICLE 52: DMV PHYSICALS

The parties agree that physical examinations required to renew the California Firefighter Restricted Class C Driver License will be made available to employees requiring such examinations on-duty and at City expense. The City shall have sole discretion to determine where and when the examinations shall occur.

#### ARTICLE 53: CHANGES TO PERSONNEL RULES

The City's Personnel Rules (currently contained in Resolution No. 8485) shall be modified as follows, for employees appointed to classifications other than Firefighter, Fire Engineer, or Fire Captain on or after ratification of this Agreement by City Council:

##### Section 12 A: Probationary Period – Duration

Original:	12 months
Promotional:	6 months
Lateral:	N/A

Rehire: 3 months  
Extension #1: 2 months  
Extension #2: 2 months  
Maximum: 16 months

Section 15 C: Advancement of Base Salary Step

A newly appointed employee may be increased to the next step upon successful completion of the probation period.

DATED: February \_\_\_\_, ~~2016~~2018

FOR THE FULLERTON FIREFIGHTERS'  
ASSOCIATION:

FOR THE CITY OF FULLERTON:

\_\_\_\_\_  
JONATHAN FUGITT  
PRESIDENT

\_\_\_\_\_  
GRETCHEN R. BEATTY  
DIRECTOR OF HUMAN RESOURCES

\_\_\_\_\_  
DANIEL LANCASTER  
VICE PRESIDENT

\_\_\_\_\_  
~~JULIA JAMES~~ KRISTE SALDANA  
~~DIRECTOR OF ADMINISTRATIVE~~  
~~SERVICES~~ FISCAL SERVICES  
MANAGER

\_\_\_\_\_  
BRIAN SEYMOUR  
COMMITTEE MEMBER

\_\_\_\_\_  
~~ADAM LOESER~~  
~~DEPUTY CHIEF OPERATIONS~~

\_\_\_\_\_  
WADE FISHER  
COMMITTEE MEMBER

\_\_\_\_\_  
LORI REESE

COMMITTEE MEMBER

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BRANDON BENTO  
COMMITTEE MEMBER