

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

**ARTICLE 1. PREAMBLE**

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

**ARTICLE 2. FIREFIGHTER PROCEDURAL BILL OF RIGHTS ACT**

The City and employees covered by this Agreement shall adhere to the provisions of Government Code Sections 3250 through 3262, known as the Fire Fighters Procedural Bill of Rights Act, and as amended. Prior to any interview of an employee involving disciplinary proceedings, or at any point during an interview where disciplinary action becomes a probability, the City shall advise the employee of his/her right to representation.

**ARTICLE 3. COMPENSATION**

The City agrees to provide bargaining unit members with a 2% increase to base compensation effective July 1, 2016.

**ARTICLE 4. SUPPLEMENTAL PAY**

A. Special Certification Pay

Each bargaining unit member shall receive the following monthly amounts if he/she possesses the requisite certificates:

|                        |      |
|------------------------|------|
| Firefighter II         | 1.5% |
| Company Fire Officer   | 2.0% |
| Chief Officer          | 2.5% |
| Executive Fire Officer | 3.0% |

Effective July 1, 2016:

|                        |      |
|------------------------|------|
| Firefighter II         | 2.0% |
| Company Fire Officer   | 2.5% |
| Chief Officer          | 3.0% |
| Executive Fire Officer | 3.5% |

The above certification pay is non-cumulative.

B. Paramedic Incentive

The City will provide a paramedic incentive of \$150 per month for Fire Management who possess a current and valid paramedic certification. Effective July 1, 2015 the paramedic incentive shall increase to \$250 per month.

Amount to be annualized and equally divided amongst twenty- six(26) payperiods.

C. Overtime – Fire Management assigned to the 56-hour work schedule:

7K Exemption – The City utilizes the statutory “7K” exemption for shift personnel pursuant to the Fair Labor Standards Act. The work period for such employees shall be 24 days in length.

FLSA overtime is calculated at 0.625 hours per 24 hour regularly scheduled work period.

Hours worked in excess of the employee's regularly scheduled hours in a work shift shall be overtime.

Overtime shall be credited in fifteen (15) minute increments with no credit given for time worked which is less than fifteen (15) minutes.

Overtime worked by non-exempt employees in full-time positions shall be paid at time and one-half the employee's regular rate of pay.

For purposes of overtime computations authorized paid leave, sick leave, compensatory time, and holiday time taken shall be counted as hours worked, except that Safety shift employees whose regularly scheduled work shift falls on a holiday shall not have the hours counted as hours worked

Overtime must be authorized in advance by the Fire Chief or his/her designee.

For the purpose of filling overtime, the Department’s Overtime policy will be in effect.

Force Hiring – To maintain minimum staffing levels, on occasion a person may be force hired.

D. Compensatory Time

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

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

E. Administrative Leave

Fire Management shall accrue Administrative Leave as follows:

|                     |                    |
|---------------------|--------------------|
| Fire Marshal        | 70 hrs/fiscal year |
| Fire Division Chief | 70 hrs/fiscal year |
| Fire Chief          | 80 hrs/fiscal year |

#### F. Emergency On-Call/Call Back

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

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

#### G. Extra Duty Pay

Safety management employees working a forty (40) hour work schedule exempt position shall receive straight time pay for duties required outside of their normally assigned duties – i.e. strike team assignment or other assignments where the time is typically reimbursed to the City.

#### H. Staff Premium

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

### ARTICLE 5. HOURS OF WORK

A. “48/96” Work Schedule – Fire Management assigned to the 56-hour work schedule work a 48/96 schedule. Each regular rotation will consist of 48 consecutive hours (comprised of two 24-hour shifts) starting at 0800 and ending at 0759 the following day, which will be followed by 96 hours off-duty, unless recalled to work.

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

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

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

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

Example:

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

Changes to:

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

C. Shift Trades - Shift trades shall be in accordance with the Department shift trade policy. During the first 6 months of employment with the City of Loma Linda, a newly hired Firefighter, or Firefighter Paramedic shall not engage in shift trades.

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

## **ARTICLE 6. UNIFORM ALLOWANCE**

### **A. Newly Hired Employees**

At time of appointment, the City shall provide employees with the following uniform items:

- 3 - Nomex Uniform Shirt and Pant Sets
- 5 - Black T-Shirts
- 1 – Black Long Sleeve T-Shirt
- 1 - Flexfit Style Hat
- 1 - Black Cotton Shorts
- 1 - Black Pullover Work Shirt
- 1 - Black Uniform Belt and Buckle
- 1 - Station Work Safety Boots
- 1 - Name Plate

### **B. Yearly Amount**

Fire Management receive a total of \$800 per year as a uniform allowance. Said allowance shall be in one lump sum prior to the month of August each fiscal year. The uniform allowance will be reported to CalPERS in accordance with CalPERS procedures. Pursuant to IRS regulations, the uniform allowance will be reported as a taxable fringe benefit and subject to standard taxation.

### **C. Supply and Maintenance of Uniforms**

The City shall provide annually to all bargaining unit members the following:

- 5 T-shirts with approved Fire department Logo (short or long sleeved)
- 1 Baseball style had with approved FD Logo
- 1 pair of workout shorts or sweatpants with approved FD Logo

Fire Management agree to supply and maintain all of their own uniforms and uniform accessories with the exception of their badges, which will continue to be supplied by and remain property of the City. The Fire Management agree to purchase and maintain uniforms in accordance with Fire Department Operational Manual Section 100: Uniform Policy to maintain professional appearance and uniformity. The Association shall maintain an on-hand supply and purchasing system of frequently needed uniform items as listed below:

1. T-shirts with approved Fire Department logo (both short and long sleeved)
2. Workout shorts with approved FD logo
3. Baseball style hat with approved FD logo
4. Sweatpants with approved FD logo

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

1. Approved job shirt with approved FD logo
2. FD approved belt buckles
3. Approved work jacket

D. Uniform Replacement

The uniform allowance set forth above is intended to compensate employees for the maintenance and replacement of uniforms.

E. Duty Boot Allowance

The City provides one pair of station work safety boots for all employees at time of hire. The City also contributes \$150 toward the purchase of approved wildland firefighting boots. Replacement of approved work safety boots and subsequent contributions toward replacement of approved wildland firefighting boots may be granted at the sole discretion of the Fire Chief or his/her designee.

**ARTICLE 7. FRINGE BENEFITS**

A. Employee Insurance and Deferred Compensation Plan

Effective July 1, 2015, the City’s contribution toward the Employee Insurance and Deferred Compensation Program shall be \$1,100 monthly for the purchase of health (CalPERS plans), dental (Delta Dental) and vision (VSP) insurances.

Any unused portion of the above-referenced contribution may be deposited into an ICMA Retirement Corporation 457 Deferred Compensation Plan account or taken as taxable income. Amounts taken as taxable income shall be subject to applicable federal and state wage withholdings. Insurance contributions and amounts taken as taxable income are not reported to CalPERS as they do not qualify as compensation earnable. The total cash out amount is divided between the first two paychecks each month.

B. Retirement

The City contracts with CalPERS to provide for the “3% @ 55” Full and Modified retirement formula.

- Effective July 1, 1991 the CalPERS contract is amended to include Section 20024.2, One-Year Final Compensation.
- Effective July 26, 2004 the CalPERS contract is amended to include the Survivors Continuance Clause, 1959 Level 4 Survivors Benefit (Section 21574 of the California Government Code).
- Each Fire Management pays the full 9% member contribution toward CalPERS, on a pretax basis.

C. Educational Incentive Benefits

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

|                |                                  |                              |
|----------------|----------------------------------|------------------------------|
|                | Intermediate<br>Fire Certificate | Advanced<br>Fire Certificate |
| Chief Officers | \$193                            | \$275                        |

Effective July 1, 2015:

|                |                                  |                              |
|----------------|----------------------------------|------------------------------|
|                | Intermediate<br>Fire Certificate | Advanced<br>Fire Certificate |
| Chief Officers | \$218                            | \$300                        |

Effective July 1, 2016:

|                |                                  |                              |
|----------------|----------------------------------|------------------------------|
|                | Intermediate<br>Fire Certificate | Advanced<br>Fire Certificate |
| Chief Officers | \$243                            | \$325                        |

Such compensation shall be annualized and equally divided amongst twenty-six (26) pay periods. The intent of the parties is to provide Educational Incentive Benefits in the same manner as provided to members of the City of Colton Firefighters Association applicable on the date this MOU is approved, including the process and procedures referenced in the City of Colton Fire Department Operations Manual, Book 1, Chapter 5, Subject 22, "Education Incentive".

#### D. Health Club Membership

The City provides LLU Drayson Center memberships so that on-duty personnel may utilize the Center.

#### E. Tuition Reimbursement Program

Effective July 1, 2015 the City shall reinstate the Tuition Reimbursement Program at \$1,000 per fiscal year maximum, pursuant to the City's Tuition Reimbursement Program Policy.

Effective July 1, 2016 the annual maximum shall increase to \$1,250 for members of the bargaining unit.

### **ARTICLE 8. HOLIDAYS**

#### A. Holiday Pay

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

#### B. Annual Holidays

The annual holidays shall be:

|  |  |
|--|--|
| January 1 - New Year's Day               | November 11 - Veterans Day   |
| 3rd Monday in January – MLK Day          | 4th Thursday in November - Thanksgiving Day  |
| 3rd Monday in February - President's Day | December 24 – Christmas Eve (1/2 day or 6 hours)   |
| Last Monday in May - Memorial Day        | December 25 – Christmas Day  |
| July 4 - Independence Day                | December 31– New Year's Eve (1/2 day or 6 hours)   |
| 1st Monday in September - Labor Day      | Two (2) days selected by the employee – Floating<br>Holidays, with the approval of the Fire Chief or his/her<br>designee |

**ARTICLE 9. LEAVES**

**A. Paid Leave**

Paid Leave is time off with pay for vacation, personal business, short term illness or disability due to non-work related injuries, pregnancy or other reasons requiring the employee's absence from work. Paid leave is posted biweekly and is available for use after ninety (90) days of full-time employment. Employees who take paid leave are responsible for securing coverage for the employees' assigned shift(s). This requirement will no longer apply once an automated staffing system is put in place by the City.

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

Full-time safety employees working twenty-four (24) hour shifts shall accrue paid leave in accordance with the following:

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

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

| Years of Continuous Service | Hours Accrued per Month | Maximum Hours Permitted In Employee's Account |
|-----------------------------|-------------------------|---|
| 1 Month - 5 years           | 10.67                   | 208   |
| 6 – 10                      | 14                      | 288   |
| 11                          | 14.66                   | 304   |
| 12                          | 15.33                   | 320   |
| 13                          | 16                      | 336   |
| 14                          | 16.66                   | 352   |
| 15 +                        | 17.33                   | 368   |

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

3. Paid Leave Usage\

- (a) Employees may not take paid leave during their first three (3) months of service.
- (b) Paid leave shall be taken at a time determined by the Fire Chief or his/her designee with due regard for the wishes of the employee and particular regard for needs of the service.
- (c) Unless otherwise approved by the employee’s supervisor, an employee shall submit a request to take paid leave, for other than their personal illness or injury or illness or injury of the employee’s child,

parent, spouse, or domestic partner, to their supervisor at least two (2) calendar days prior to the intended start of the leave.

(d) With the exception of employees serving an original probationary period, employees working on a shift basis must take a minimum seventy-two (72) hours in each anniversary period.

(e) An employee's paid leave account will not be affected by municipal holidays that occur while the employee is absent on paid leave.

4. Pay for Unused Paid Leave

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

5. Credit for Prior Service

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

B. Sick Leave

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

Full time safety employees working twenty-four (24) hour shifts shall accrue sick leave in accordance with the following:

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

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

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

3. Sick Leave Usage

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

(a) Medical verification may be required for an employee absence beyond 48 hours of sick leave for those assigned to the 56-hour work schedule and beyond 30 hours of sick leave for those assigned to the 40-hour work schedule.

(b) In any given calendar year, an employee may use up to the amount of sick leave accrued in a six-month period to attend to an illness of a child, parent, spouse, or domestic partner of the employee.



(c) If leave abuse is suspected, then the City reserves the right to request medical verification for any absence.

4. Pay for Unused Sick Leave

(a) Annually

1. For those assigned to the 56-hour work schedule - an employee who has in excess of 516 hours of unused sick leave may be paid at his/her base hourly rate for a maximum of 120 hours of unused sick leave in excess of the 516 hours.

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

(b) Upon termination, safety employees working a twenty four (24) shift will be paid for one-third (1/3) of unused sick leave up to 516 hours and for no more than 120 hours of any excess over 516 hours. Those working a 40-hour work schedule will be paid for one-third (1/3) of unused sick leave up to 344 hours and for no more than 84 hours of excess over 344 hours. A payment for unused sick leave shall not be construed as extending the employee's period of employment.

COMPENSATION PLAN  
 FIRE MANAGEMENT EMPLOYEES  
 JULY 1, 2015

| <u>POSITION TITLE</u> | <u>PAY GRADE</u> | <u>Annual Minimum</u> | <u>Annual Maximum</u> |
|-----------------------|------------------|-----------------------|-----------------------|
| FIRE BATTALION CHIEF  | FIRE 12          | \$96,601.29           | \$126,447.93          |
| FIRE DIVISION CHIEF   | FIRE 14          | \$106,502.92          | \$139,408.83          |
| FIRE CHIEF            | 33               | \$138,867.69          | \$186,206.76          |

COMPENSATION PLAN  
 FIRE MANAGEMENT EMPLOYEES  
 JULY 1, 2016

| <u>POSITION TITLE</u> | <u>PAY GRADE</u> | <u>Annual Minimum</u> | <u>Annual Maximum</u> |
|-----------------------|------------------|-----------------------|-----------------------|
| FIRE BATTALION CHIEF  | FIRE 12          | \$98,533.31           | \$128,976.89          |
| FIRE DIVISION CHIEF   | FIRE 14          | \$108,632.98          | \$142,197.01          |
| FIRE CHIEF            | 33               | \$141,645.04          | \$189,930.89          |