

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF LOMA LINDA  
AND  
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935**

**ARTICLE 1. PREAMBLE**

This Memorandum of Understanding ("MOU") is made and entered into by and between the Loma Linda Professional Firefighters Local 935, hereinafter referred to as "Union", 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 unit members. The parties also recognize that the City maintains a City of Loma Linda Fire Department Operation Manual which applies to Fire Department personnel including unit members. 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 to unit members.

**ARTICLE 2. RECOGNITION**

The City hereby recognizes Loma Linda Professional Firefighters Local 935 as the exclusive recognized organization for the employees in the classifications of Firefighter, Firefighter Paramedic, Engineer, and Captain, as well as employees in such classes as may be added to this unit hereafter by the City.

**ARTICLE 3. MANAGEMENT RIGHTS**

Except as otherwise provided in a memorandum of understanding adopted by the City Council, or in the personnel rules and regulations, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to the following:

- A. To determine the merits, necessity, or organization of any service or activity provided by law or executive order; the mission of its constituent departments, commissions and boards; budgets and appropriations of funds; and to set municipal fees and charges.
- B. To decide upon and manage all facilities and operations carried on by or on behalf of the City including the locations, methods, means, and employees by which the City's functions are to be conducted.
- C. To establish and change job contents and work methods, techniques, processes and production standards.
- D. To determine the size and composition of the work force and to direct the work force including the hiring, training, evaluation, promotion, demotion, discipline, discharge or transfer of employees.
- E. To determine the layout, machinery, equipment and materials to be used, and to introduce new, improved, adjusted or different methods of operation.
- F. To establish, implement and apply work quality and quantity standards.
- G. To transfer work from one job to another or from one work location or unit to another.
- H. To relieve employees from duty for lack of work, lack of funds or other reasons deemed by management to be in the public interest.

- I. To promote, grant pay increases and otherwise reward employees in accordance with the established pay plan.
- J. To establish and revise job classifications and allocate positions to classifications.
- K. To contract for the performance of City services, construction, maintenance, or any other work with outside public or private entities.
- L. In the event the City decides to contract out for Fire services, the City shall notify and negotiate, upon request, the effects of such decision on the terms and conditions of employment of unit members to the extent such effects are negotiable, prior to the implementation of the City's decision.

The parties recognize that a consolidated command staff exists between the City and the City of Colton. The parties understand and agree that City of Colton supervisors may have involvement in directing the work, evaluation, discipline, etc. of bargaining unit members.

#### **ARTICLE 4. UNION RIGHTS**

##### **A. Meet and Confer**

Except as set forth above under Management Rights, the Union retains the right to engage in the meet and confer process related to mandatory subjects of bargaining including, but not limited to, wages, hours and other terms and conditions of employment.

##### **B. Reasonable Access**

It is agreed that the Union shall have reasonable access to use City facilities for the conduct of general membership, board and committee meetings. The Union agrees that meetings shall not cause undue disruption of City Business by either frequency or duration. The Union shall obtain permission from the Fire Chief or his/her designated representative prior to the Union utilizing City facilities. Employees generally will not be allowed to engage in union activities during work time. If members desire to participate in a Union meeting during working hours, permission must first be received from the Fire Chief or his/her designee.

#### **ARTICLE 5. DUES**

The City shall deduct dues and other premiums biweekly of each Union member and remit to the Union for the duration of this Memorandum of Understanding. The monies deducted shall be amounts that the Union member authorizes in writing for the City to deduct.

The Union agrees to hold harmless and indemnify the City against any such claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Union.

#### **ARTICLE 6. FIREFIGHTER PROCEDURAL BILL OF RIGHTS ACT**

Purpose:

To establish a uniform method of employee discipline and due process requirements that comply with the Firefighters Procedural Bill of Rights Act (Government Code §§ 3250 *et seq.*).

The rights and protections conveyed by the Firefighters Procedural Bill of Rights Act "shall only apply to a firefighter during the events and circumstances involving the performance of his or her official duties." (Government Code § 3262.) Investigations and interrogations shall be conducted in accordance with Government Code section 3253.

## Definitions

- A. “Discipline/Punitive Action.” Any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer for purposes of punishment within the meaning of Government Code section 3251(c.)
- B. “Firefighter.” Any firefighter employed by a public agency, including but not limited to, any firefighter who is a paramedic or emergency medical technician, irrespective of rank. However, “firefighter” does not include an inmate of a state or local correctional agency who performs firefighting or related duties or persons who are subject to Chapter 9.7 of the Government Code (commencing with Section 3300). The Firefighters Procedural Bill of Rights Act does not apply to any employee who has not successfully completed the applicable probationary period. (*Government Code* § 3251(a).)
- C. “Minor Discipline.” Minor discipline is considered punitive action that does not involve termination or suspension without pay for more than 2 days. Examples include, but are not limited to, written reprimands, suspensions without pay of 2 days or less, reduction in pay for 30 days or less, and disciplinary transfers.
- D. “Major Discipline.” Major discipline is considered punitive action that involves termination, disciplinary demotions, pay reductions, suspensions without pay of more than 2 days, and reductions in pay for more than 30 days.

## Disciplinary Actions and Procedures

- A. Procedure for Minor Discipline
  - 1. Notice of Discipline. Minor discipline shall be implemented in the form of a Notice of Discipline, such as a written reprimand or notice of suspension, and shall set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter violated.
  - 2. Written Response. A firefighter may prepare a written response to the Notice of Discipline, which will accompany the Notice of Discipline in the employee’s personnel file. A firefighter shall have thirty (30) calendar days within which to submit the written response to the Office of the Fire Chief.
  - 3. Informal Administrative Appeal. In addition to the right to submit a written response to a Notice of Discipline, a firefighter is entitled to an informal administrative appeal.
  - 4. Minor Discipline Appeal Procedures. A firefighter who receives a Notice of Discipline under this section may appeal to the Fire Chief. Any such request to appeal must be in writing and received in the Office of the Fire Chief within ten (10) calendar days from the date the Notice of Discipline is served on the firefighter. Thereafter, an informal hearing shall be scheduled before the Fire Chief. In the informal hearing, the Fire Chief shall regulate the course of the proceeding, and shall permit the parties and may permit others to offer written or oral comments on the issues. The Fire Chief may limit the formality of the proceeding or formal use of witnesses, testimony, and evidence.
  - 5. The decision of the Fire Chief shall be in writing and shall be final.
- B. Procedure for Major Discipline
  - 1. Notice of Intent to Discipline. Major discipline shall be initiated in the form of a Notice of Intent to Discipline (such as a Notice of Intent to Terminate). The Notice of Intent to Discipline shall include the following:
    - a. The proposed disciplinary action to be taken.

- b. The proposed effective date of such action.
  - c. A statement of charges against the firefighter, which set forth the acts or omissions that provide the basis for the intended discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter is alleged to have violated.
  - d. The materials upon which the intended action is based in accordance with the requirements set forth in *Skelly v. State Personnel Board*.
  - e. Notice that he or she has the right to respond to the proposed action in writing or verbally at a specified place and time in an informal meeting (i.e., a “Skelly” meeting), which shall be within 10 calendar days of the date that the Notice of Intent to Discipline is served on the firefighter.
2. Right to Respond. Upon receipt of a Notice of Intent to Discipline, the firefighter shall have the right to respond to the Fire Chief or designee in writing or verbally in an informal meeting (i.e., a “Skelly” meeting) prior to the imposition of discipline.
3. Notice of Disciplinary Action. After the receipt of a firefighter’s written or verbal response to the Notice of Intent to Discipline, or after the time to respond has passed, the Fire Chief or designee shall notify the firefighter in writing of the final decision regarding the intended discipline. If the Fire Chief or designee determines to proceed with a form of major discipline, a Notice of Disciplinary Action (such as a Notice of Termination) shall be provided to the firefighter as follows:
- a. The Notice of Disciplinary Action shall be issued within 30 days of the final decision. The discipline that is imposed shall not be effective sooner than 48 hours after the Notice of Disciplinary Action is provided.
  - b. The Notice of Disciplinary Action shall contain:
    - i. The effective date of such action.
    - ii. A statement of charges against the firefighter, which set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter violated.
    - iii. The materials upon which the action is based.
    - iv. Notice that he or she has the right to request an appeal by filing with the Office of the City Manager a Notice of Defense pursuant to Government Code section 11506 within fifteen (15) calendar days of service of the Notice of Disciplinary Action and that failure to do so will constitute a waiver of the firefighter’s right to an appeal. The Notice of Disciplinary Action issued shall serve as the Accusation as described in Government Code §11503.
    - v. A statement substantially in the following form:

“Unless a written request for a hearing signed by you or on your behalf is delivered or mailed to the Office of the City Manager within fifteen (15) days after the Notice of Disciplinary Action was personally served on you or mailed to you, the Department may proceed with the action without a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled Notice of Defense, or delivering or mailing a notice of defense as provided by Government Code section 11506, to the Office of the City Manager. You may, but need not, be represented by counsel at any or all stages of these proceedings.

If you desire the names and addresses of witnesses or an opportunity to inspect and copy the items mentioned in Government Code section 11507.6 in the possession, custody, or control of the Department, you may contact the Fire Chief.

If you request a hearing, the hearing may be postponed for good cause. If you have good cause, you are obliged to notify the Department or, if an administrative law judge has been assigned to the hearing, the Office of Administrative Hearings, within ten (10) business days after you discover the good cause. Failure to give notice within ten (10) business days will deprive you of a postponement.”

4. Major Discipline Appeal Procedures. The appeal of major discipline shall be in accordance with the procedures set forth herein and Government Code section 11500 *et seq.* (the “Administrative Procedure Act”). (*Government Code* § 3254.5.) Any request to appeal (i.e., a Notice of Defense) must be received in the Office of the City Manager within fifteen (15) calendar days of the date that the Notice of Disciplinary Action is served on the firefighter.
5. Pursuant to Government Code section 11512, the hearing shall be presided over by an Administrative Law Judge (“ALJ”) from the Office of Administrative Hearings. The City Manager shall determine whether the ALJ shall hear the case alone or whether the City Manager or his/her designee is to hear the case with the ALJ. (*Government Code* §§ 11512, 11517.) The parties may stipulate to the use of a hearing officer rather than an ALJ from the Office of Administrative Hearings.
6. The City shall provide a Notice of Hearing to the firefighter at least ten (10) calendar days prior to the hearing, and in accordance with Government Code section 11509.
7. Within thirty (30) days after the case is submitted, the Administrative Law Judge shall prepare a proposed advisory written decision to the City Manager for consideration. (*Government Code* § 11517(c)(1).) Within 100 days of receipt by the City Manager of the Administrative Law Judge’s proposed decision, the City Manager may take any of the following actions pursuant to Government Code section 11517(c)(2):
  - a. Adopt the proposed decision in its entirety.
  - b. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
  - c. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Manager under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
  - d. Reject the proposed decision and refer the case to the same Administrative Law Judge if reasonably available, otherwise to another Administrative Law Judge, to take additional evidence. If the case is referred to an Administrative Law Judge pursuant to this subparagraph, he or she shall prepare a revised proposed decision, based upon the additional evidence and the transcript and other papers that are part of the record of the prior hearing. A copy of the revised proposed decision shall be furnished to each party and his or her attorney as prescribed in this subdivision.
  - e. Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties, the agency may decide the case upon the record without including the transcript.

8. The City Manager’s decision will be reduced to writing, served on the parties, and shall be final and binding. The decision is subject to judicial review pursuant to Code of Civil Procedure section 1094.5.

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 7. COMPENSATION**

The City agrees to provide bargaining unit members with the following increases to base compensation effective

- 3% July 1, 2017
- 2% July 1, 2018
- 2% July 1, 2019

Effective July 1, 2017 Engineers currently at Pay Grade “Fire 4” will be advanced to Pay Grade “Fire 6” at a step that is commensurate with their current rate of pay (not step). Engineer rank will be considered Pay Grade “Fire 6” for purposes of promotion. Engineers will continue to advance on the “Fire 6” Pay Grade with successful completion of their annual employee evaluation and suggested merit increase by their supervisor.

**ARTICLE 8. SUPPLEMENTAL PAY**

A. Special Certification Pay

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

		Effective July 1, 2016
Firefighter II	1.5%	2.0%
Company Fire Officer	2%	2.5%
Chief Officer	2.5%	3.0%
Executive Fire Officer	3.0%	3.5%

The above certification pay is non-cumulative.

B. Paramedic Incentive

The City will provide a paramedic incentive of \$150 per month for Firefighters, Engineers, and Captains 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

7K Exemption – The City utilizes the statutory “7K” exemption for shift personnel pursuant to the Fair Labor Standards Act (FLSA). 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. Safety employees may not have overtime hours converted to compensatory time.

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 for all unit members.

Probationary firefighters or firefighter/paramedics will not be eligible for voluntary overtime until they have been on shift for three months.

A probationary firefighter or firefighter/paramedic may work voluntary overtime at the discretion of a Chief Officer when there is a clearly defined departmental need.

Force Hiring – To maintain minimum staffing levels, on occasion a person may be force hired. The Department's Force Hire policy will be in effect for all unit members. There may be occasions when the employee up for the force hire, based on the rotational list, cannot be forced hired.

1. The employee is on sick leave or injury leave,
2. The lowest employee is on primary or secondary vacation or holiday,
3. When the employee will be required to work over a 96 hour shift,
4. An employee will be required to report to duty within 96 hours of a previous force hire.

When this occurs, the employee next up on the rotational list will be force hired.

#### D. Staff Premium

To compensate safety member assigned to the 40-hour work schedule vs. the 56-hour work schedule, such member 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 9. HOURS OF WORK**

A. "48/96" Work 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:

<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
A	A	B	B	C	C

Changes to:

<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
B	A	A	B	C	C

C. Shift Trades

Shift trades shall be in accordance with the Department shift trade policy. During the first 3 months of employment with the City of Loma Linda, a newly hired Firefighter, or Firefighter Paramedic shall not engage in shift trades.

D. Staffing

Shift Personnel - The workweek for fire suppression personnel is 56 hours per week averaged on a fiscal year basis.

Non-Shift Personnel - The workweek for non-shift personnel is 40 hours per week averaged on a fiscal year basis.

Minimum Assignment

Engine/Truck Company

- 1 - Fire Captain
- 1 - Fire Engineer
- 1 - Firefighter OR Firefighter Paramedic

Paramedic Squad

- 1 - Firefighter Paramedics and one other individual in the same rank or greater.

1. Definitions

HOLIDAYS: Personnel cannot be expected to be forced in on some holidays (see 2). Therefore, if personnel wish to have the listed holidays off they will have to find their own coverage, unless personnel have signed up to work on those holidays in Telestaff. The days off will be given to the most senior personnel by rank that wishes to have that day off. An employee who has taken a given holiday off may not take it two years in succession. The day will be given to the next senior person in that rank desiring that day off.



**HOURS TRACKING:** All overtime related to staffing, training and emergency overtime will be logged in Telestaff. Overtime for department business will not count towards the employee's total hours.

On June 30<sup>th</sup> of each fiscal year, the hours personnel have attained from the previous year will be zeroed out and personnel will be ranked in Telestaff by order of seniority in the Department.

**LONG TERM VACANCIES:** A known vacancy in excess of 10 shifts, created by other than vacations and holidays.

**NEW EMPLOYEES:** New hires will not be eligible for overtime until they have been on shift for three months. After three months, they will be included in Telestaff and be positioned in their respective rank based on the average number of hours for all employees in that rank.

**NON-EMERGENCY STAFFING:** Overtime used to cover for vacancies of line personnel who are off duty for vacations, holidays, sick leave, bereavement leave, injury leave, department business, and planned coverage of equipment for periods of high call loads. This overtime is paid at time and one-half the employee's regular rate of pay.

**PARTIAL SHIFTS:** Partial shifts are to be considered anything less than 24 hours. If on-duty personnel are to be off any amount of time, overtime personnel will be called in for the total time absent. Personnel requesting Vacation or Holiday time off of less than 4 hours must cover his/her own partial shift with appropriate personnel. Personnel requesting Vacation or Holiday time off of 4 hours or more may have the partial shift covered with the normal monthly scheduled staffing provided appropriate personnel are available to work.

**PENALTIES:** If an employee refuses to report for required duty without a valid excuse as outlined in the Loma Linda Fire Department Rules and Regulations, he/she shall be subject to penalties described in those rules and regulations.

If an employee should sign up on the staffing pool list and then refuse the overtime hours, he/she then is credited for those overtime hours without pay in Telestaff. (This will not lower him/her on the overtime force hire list).

**PRIMARY AND SECONDARY VACATION:** Employees may designate any vacation or holiday period as a primary or a secondary vacation or holiday. Each employee is allowed only 1 primary and 1 secondary leave per calendar year. Primary and Secondary leaves shall be covered by force hiring personnel if necessary, however an employee off on Primary or Secondary Leave shall not be subject to being force hired. Primary and Secondary Leaves shall be a minimum of 24 hours.

**REQUIRED STAFFING / FORCE HIRE:** The non-voluntary recall to duty. When personnel leaves cannot be covered by scheduled staffing or the staffing pool, personnel may be required to report to duty. This is to be used only when all means of coverage have been exhausted. The employee at the top of the force hire list is considered force hired. This means that he/she will be required to work the overtime. However, throughout the required duty period that person will be able to try to obtain coverage for the remainder of the overtime requirement.

**SENIORITY:** Time in the Department.

SCHEDULED STAFFING: Overtime to cover vacancies known about prior to the 15<sup>th</sup> of the month preceding the month the vacancies will occur. Employees may sign up in Telestaff at any time; however he/she must sign up by the 15<sup>th</sup> of each month to be eligible for scheduled staffing for the following month. Example: Sign up by March 15<sup>th</sup> to be eligible for April scheduled staffing.

SHIFT: Any 24-hour period beginning at 0800 hours.

STAFFING POOL/MANPOWER POOL: This is for department use only and used to cover for short notice vacancies. It is a voluntary way to sign up to work in case of short notice vacancies other than vacation or holidays. After 1700 hours on any given day this becomes the priority list for that evening or the next day. This list is valid until 0830 the next day. Personnel who sign up for the manpower pool are assuring their availability to work and must accept an assignment when called. Failure to accept an assignment will result in hours being credited to that employee's total. Multiple abuses of the manpower pool could result in disciplinary action.

*EXAMPLE: If you sign up on the staffing pool list for March 2, you place yourself available from 1700 Hours March 1 to 0830 hours March 2.*

UNSCHEDULED STAFFING: Any staffing not covered on the monthly scheduled staffing calendar.

2. Holidays

- a. New Year's Day
- b. Easter
- c. Thanksgiving
- d. Christmas Eve Day
- e. Christmas Day
- f. New Year's Eve Day
- g. Independence Day

3. Staffing Vacancy Preference List

- a. Scheduled Staffing List
  - i. Call back for Battalion Chief  
Choice #1.....Battalion Chief
  - ii. Call back for Captain  
Choice #1.....Captain
  - iii. Call back for Engineer  
Choice #1.....Engineer
  - iv. Call back for Paramedic  
Choice #1.....Paramedic  
Choice #2.....Certified Paramedic in another rank
  - v. Call back for Firefighter  
Choice #1.....Firefighter  
Choice #2.....Firefighter/Paramedic  
Choice #3.....Engineer

4. Unscheduled Call Back Policy

- a. Upon short notice notification that an employee has reported in sick or for some other reason an employee will not be reporting for work, the headquarters Captain shall immediately:
  - i. Refer to Telestaff for available personnel and hour totals. Exception: If it is between 1700 hours the night before and 0830 hours the day the overtime is to be filled, then fill from the manpower pool list first.
  - ii. Refer to the staffing pool list and call back person with lowest hours signed up in the vacant rank. If two or more personnel have the same number of hours, it is then given in order of seniority from most senior to least senior. If unable to fill vacancy from staffing pool then refer to unscheduled staffing force hire list.
- b. Force Hire List Procedure
  - i. The Captain will consult the Telestaff force hire list and determine which employee of the required rank is next to be forced. This employee will be required to report to duty, if necessary.
  - ii. The actual phone call:
  - iii. The employee who will be force hired shall be called first. He/she will be told of the call back and told that he/she will be required to work unless another employee accepts the call back. The force hired employee will be instructed to remain available for a phone call, to either notify him/her that someone else has taken the call back, or that, he/she will have to work.
  - iv. The Captain will then contact in order, all the other employees eligible to work the overtime. If no other employee will work the call back, the Captain will then call the force hired employee and require that the employee report to duty.

There may be occasions when the employee at the top of the force hire list cannot be force hired:

- a) The employee is on sick leave or injury leave,
- b) The lowest employee is on primary or secondary vacation or holiday,
- c) The employee will be required to work over a 96 hour shift, *unless in dire circumstances that would otherwise result in a reduction in essential services to the City as determined by the on-duty Chief Officer.*
- d) The employee will be required to report to duty within 96 hours of a previous force hire, *unless in dire circumstances that would otherwise result in a reduction in essential services to the City as determined by the on-duty Chief Officer.*

When this occurs, the next employee on the list will be force hired.

### Station Coverage Until Call Back Is Secured

Until the call back arrives at the designated station, the employee of the required rank at the station must remain on duty.

### Recall Of The Force Hire Employee

When an employee other than the potential force hire employee accepts an assignment, the force hire employee must be recalled to let him/her know they are no longer subject to call back.

If assigned overtime either by scheduled overtime, staffing pool or force hired, an employee will always have the option of giving the overtime to another person of equal rank. The assigned employee should ask a Captain to remove his/her name from the assigned shift and outboud the created vacancy. The assigned employee is still responsible to work the shift until it is accepted by another employee. It is the sole responsibility of the assigned employee to assure that the shift has been filled.

### 5,      Scheduled Staffing

Personnel will be able to sign up for the next month by the 15th of the previous month. (Example: To schedule overtime staffing for planned vacations for April, personnel will have to sign up for overtime by the 15th of March.)

Personnel will be chosen for overtime based on the number of previously scheduled overtime staffing hours.

### Procedure:

- a. Personnel will access Telestaff via Fire Department or Home computer system. Personnel will highlight the days in which they are available to work and choose the work code "scheduled staffing" on their Telestaff calendar.
- b. Telestaff will assign personnel to the vacant shifts by the 20th of each month for the upcoming month. Personnel can check their Telestaff calendar for assignments.
- c. Once a person has been assigned a shift, he/she is responsible to work that shift. If for some reason a person cannot work an assigned shift, he/she will be responsible for filling the shift via the process described previously.
- d. Once the scheduled overtime has been assigned to a person, it is logged into Telestaff.
- e. Personnel are assigned staffing assignments based on the number of hours logged in Telestaff. If two or more personnel have the same number of hours, the staffing assignment will be given to the most senior person. Employees who are promoted or change rank for any reason will receive the same number of hours as the highest in their newly appointed rank, plus 1 hour.
- f. Unless otherwise indicated by an employee, no employee will be given more than 2 partial overtimes during the monthly staffing scheduling.

6. Hours Tracking

When a person is assigned a shift under Scheduled staffing, Staffing Pool, or force hire, his/her hours will be recorded at the time of the assignment, after the employee has worked it.

**ARTICLE 10. 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 - Blue T-Shirts
- 1 - Blue Long Sleeve T-Shirt
- 1 - Flexfit Style Hat
- 1 - Blue Cotton Shorts
- 1 - Blue Pullover Work Shirt
- 1 - Black Uniform Belt and Buckle
- 1 - Station Work Safety Boots
- 1 - Name Plate

B. Yearly Amount

Members receive a total of \$1000 per year as a uniform allowance. Said allowance shall be equally divided amongst twenty- six (26) pay periods. 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

Members 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 members 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 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 11. FRINGE BENEFITS**

A. Employee Insurance and Deferred Compensation Plan

The City's contribution toward the Employee Insurance and Deferred Compensation Program for the purchase of health (CalPERS plans), dental (Delta Dental) and vision (VSP) insurances shall be:

- \$1,300 per month commencing on July 1, 2017
- \$1,500 per month commencing on July 1, 2018
- \$1,700 per month commencing on July 1, 2019

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 member pays the full 9% member contribution toward CalPERS, on a pre-tax basis.

C. Retiree Medical Contribution

Pursuant to the Public Employees' Medical and Hospital Care Act Program, the City will contribute the statutory minimum towards the payment of medical insurance premiums for members who retire from the City of Loma Linda. The amount is adjusted annually by the CalPERS board to reflect any change in the medical care component of the Consumer Price Index.

D. Social Security/Medicare

Full-time safety members do not participate in Social Security; however, they do contribute 1.45% of their taxable earnings to Medicare.

E. Educational Incentive Benefits

All bargaining unit members 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 Fire Certificate		Advanced Fire Certificate		
		<u>7-1-15</u>	<u>7-1-16</u>	<u>7-1-15</u>	<u>7-1-16</u>	
Firefighter	\$120	\$145	\$170	\$187	\$212	\$237
Fire Engineer	\$132	\$157	\$182	\$200	\$225	\$250
Fire Captain	\$165	\$190	\$215	\$248	\$273	\$298

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".

F. Life Insurance

The City provides 100% of premiums for employee term life and AD&D coverage equal to one times the member's annual salary, up to a maximum of \$150,000. Pursuant to IRS regulations, the cost to provide the life insurance above \$50,000 is a taxable fringe benefit. Additional voluntary life insurance for the member and qualifying dependents is available at the member's cost.

G. Long-Term Disability

The City provides 100% of the premiums for long-term disability insurance with the California Association of Professional Firefighters (CAPF). Benefits are for non-work related injury or illness. After the required 30 calendar day waiting period, the City agrees to provide cafeteria plan allowance for an additional 3 months. (This is a total of 4 months of continued cafeteria plan allowance).

H. Health Club Membership

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

I. Employee Assistance Program

The City provides 100% of the premium for an Employee Assistance Program available through UNUM's Work-Life Balance Program.

J. Dependent Care/Unreimbursed Medical Expense Program

Available through the City's plan with Aflac, the plan enables participants to set aside pre-tax dollars for reimbursement of eligible dependent care expenses or eligible unreimbursed medical expenses.

K. Training Time

Attendance at training activities will be administered in accordance with the Fair Labor Standards Act. For example, mandatory training required by the Department is compensable while voluntary training that occurs off-duty by an independent trainer is not compensable.

L. Tuition Reimbursement Program

Commencing on July 1, 2017, the City Tuition Reimbursement Program will be set at \$2,000 per fiscal year maximum, for class work leading to a baccalaureate or advanced degree, pursuant to the City's Tuition Reimbursement Program Policy.

M. A.M. Workout (eff. 7/1/15)

The period between 0830 and 1000 hours shall be allotted to the employee each day for optional physical training (PT) provided no department, station or joint agency training is scheduled for that period and provided that no department activity, demonstration or community activity has been scheduled during that period. This period of 1 ½ hours shall be used by the employee for PT and shall include the morning break period. The employee shall be in uniform and ready for scheduled activities at 1000 hours. However, should the PT period be interrupted by an emergency or other activity, the PT period may, per guidelines set forth by the Fire Chief, continue upon return. The supervisor shall be responsible to assure that department activities and response readiness take priority over PT; occasionally PT may not occur due to scheduling conflicts or emergency call volume.

The employee shall be allowed to report to work in appropriate PT clothing unless there are scheduled activities which would require the employee to report in uniform.

The PT period may be declined, at the option of an employee. The employee shall then be responsible for duties as designated by his supervisor.

**ARTICLE 12. 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] 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  
3<sup>rd</sup> Monday in January – MLK Day  
3<sup>rd</sup> Monday in February - President's Day  
Last Monday in May - Memorial Day  
July 4 - Independence Day  
1<sup>st</sup> Monday in September - Labor Day

November 11 - Veterans Day  
4<sup>th</sup> Thursday in November - Thanksgiving Day  
December 24 – Christmas Eve (1/2 day or 6 hours)  
December 25 – Christmas Day  
December 31– New Year's Eve (1/2 day or 6 hours)  
Two (2) days selected by the employee – Floating Holidays, with the approval of the Fire Chief or his/her designee



**ARTICLE 13. 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.

1. Accrual

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

<u>Years of Continuous Service</u>	<u>Hours Accrued per Month</u>	<u>Maximum Hours Permitted In Employee's Account</u>
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

When the credited hours reach the, "Maximum Hours Permitted In Employee's Account", accrual stops until the credited amount is below the maximum.

2. 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.

3. 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.

4. 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

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

<u>Hours Accrued per Month in Employee's Account</u>	<u>Maximum Hours Permitted of Continuous Service</u>
10	516

2. 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.

(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.

3. Pay for Unused Sick Leave

(a) Annually, 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.

(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. A payment for unused sick leave shall not be construed as extending the employee's period of employment.

C. Bereavement Leave

Any unit member may be granted a maximum of 2 twenty-four hours shifts with pay, to be used in the event of a death in their immediate family. For purposes of this section, "immediate family", is defined as the employee's spouse or the employee's or spouse's grandparent, parent, brother, sister, child or other relatives who are members of the employee's household.

D. Family Medical Leave

An employee who has been employed by the City for at least 12 months and who has been paid for at least 1250 hours during the 12-month period immediately preceding the commencement of

leave shall be entitled to a leave or leaves of absence without pay, with right to return to the position, for the purpose of the birth or adoption of a child and/or due to the employee or his/her child, spouse/domestic partner or parent suffering from a serious health condition, as required by the Family Medical Leave Act of 1993 and California Family Rights Act.

E. Leave of Absence without Pay

The City Manager may grant an employee a leave of absence without pay for a period not to exceed six months. A leave for a period longer than six months may be approved by the City Council, but in no event shall a leave exceed one year, with the exception of military leave. Upon expiration of an approved leave, the employee shall be reinstated in a position in the class held at the time leave was granted. Failure of an employee on leave to report to work at its expiration shall be cause for discharge. An employee on leave in excess of two weeks shall not be entitled to receive or accrue employee benefits.

F. Blood Donation

With the prior approval of the appointing authority and upon submitting proof of donation, regular or promotional probationary employees donating blood without receiving compensation for such donation may be granted four (4) hours off with pay for each donation.

G. Civic Responsibility Leave

1. Jury Duty

Absence from work because of required jury duty will be considered an excused absence with pay. To receive his/her full salary the employee must turn in to the Finance Department the court issued statement of attendance and pay received for jury service excluding reimbursement for travel expenses.

2. Witness Appearance

Absence from work due to an employee being called as a witness in a public office malfeasance suit related to the City will be considered an excused absence with pay.

3. Voting

If an employee does not have sufficient time outside regular work hours within which to vote at general, direct primary, or presidential primary elections, s/he may take off such working time as will enable him/her to vote. The scheduling of the time shall be subject to approval of the department head. A maximum of two (2) hours with pay may be taken.

4. Salary during Temporary Military Leave

Payment of employees on temporary military leave is governed by Section 395.1 of the Military and Veterans Code of the State of California. The time when leave is taken shall be subject to the department head's discretion subject to applicable military regulations.

H. Leave for Work Related Injury

Unit members shall be afforded all rights pursuant to state workers compensation laws.

I. Mandatory Medical Leave

The Fire Chief or his/her designee may require an employee to submit to a medical examination when in his/her opinion the employee is incapacitated for work due to illness or injury. The physician shall be designated by the appointing authority or the employee may request a physician of his/her own choice. If the physician's report indicates that the employee is unfit for duty, the employee shall take a leave of absence, if so directed by the appointing authority, until such physical condition is corrected and verified by a physician approved by the City. Such verification and related expense by the employee's own physician shall be the employee's responsibility. Any verification and related expense by the City's physician shall be the City's responsibility.

J. Union Bank

The Paid Leave Hours may be donated by the bargaining unit employees on a dollar for dollar basis.

The union bank will be available for Union leadership to utilize as needed for Union related activities.

Time will be tracked similarly to all other pay codes.

**ARTICLE 14. LAYOFF**

1. Purpose

The public interest may require the elimination, curtailment or reorganization of a public service which in turn may require the layoff of one or more employees. The layoff procedure is intended to minimize the impact of staff reductions on City services and ensure that employees are treated fairly in the processing of layoffs.

2. Procedure

(a) When a position is to be abolished the names of all employees occupying positions in the affected class shall be listed in reverse order of their lengths of continuous City service; i.e., those having the least seniority will be listed first. For purposes of this section, time served on a military leave of absence shall be considered City service. In selecting persons to be laid off those employees at the top of the list shall be laid off first. When employees have equal seniority, performance shall determine who shall be laid off. Deviation from this procedure is permitted when it can be clearly demonstrated that an employee possesses special skills and knowledge necessary to the efficient operation of City services. In this event the employee may be retained over employees having more seniority provided that none of those having more seniority possess the requisite skills and knowledge.

(b) A promotional probationary employee, probationary employee, or regular employee subject to layoff under these provisions may request demotion to a position in a lower public safety class in lieu of layoff, provided the employee is qualified for the lower class. If the employee makes such request, employees occupying positions in the affected class shall be listed in reverse order of their lengths of continuous City service; i.e., those having the least seniority will be listed first. The employee subject to layoff shall have his/her name placed among the other names on the list. For purposes of this section, time served on a military leave of absence shall be considered City Service. In selecting persons to be laid off those employees at the top of the list shall be laid off first.

When employees have equal seniority, performance shall determine who shall be laid off. Deviation from this procedure is permitted when it can be clearly demonstrated that an employee possesses special skills and knowledge necessary to the efficient operation of City services. In this event the employee may be retained over employees having more seniority provided that none of those having more seniority possess the requisite skills and knowledge.

3. The names of laid off employees shall be listed on a re-employment list in the reverse order of their dates of layoff for a period of 24 months. Under no circumstances shall a new employee be hired or promoted into a position where a layoff occurred until the previous laid-off employee is first offered their previous position. In order to be eligible for rehire, an individual on the reemployment list must meet the minimum qualifications for the position.

#### **ARTICLE 15. OFF-DUTY EMPLOYMENT**

Consistent with the City's Off-Duty Employment Policy, no union member shall engage in any employment, activity, or enterprise for compensation of any kind or character which is inconsistent, incompatible, or in conflict with his duties as an officer or employee of the City. All requirements and procedures set forth in the City's Off-Duty Employment Policy are applicable to unit members.

#### **ARTICLE 16. MODIFIED DUTY POLICY**

The City has established a Modified Duty Program for Work Related Injuries as a means of establishing procedures for a uniform response and handling of work related injuries. The City's Modified Duty Program for Work Related Injuries applies to unit members.

#### **ARTICLE 17. GROOMING STANDARDS - BODY ART AND TATTOO STANDARDS**

The existing grooming and body art/tattoo standards set forth in the Fire Department Operational Manual are applicable to bargaining unit members.

#### **ARTICLE 18. WAIVER CLAUSE**

Except as stated in other portions of this MOU, the City and Union, for the life of this MOU, each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU. However, they may meet by mutual agreement or as required by the Government Code.

#### **ARTICLE 19. PRODUCTIVITY**

The City and Union shall work together in the interest of providing the highest possible level of service to the public; maintaining and improving the efficiency of all municipal operations; conserving materials, equipment and supplies; and improving staff productivity through the continuing development of required work knowledge and skills.

#### **ARTICLE 20. CONCLUSION OF AGREEMENT**

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment; and it is mutually agreed that this Memorandum of Understanding shall be effective upon ratification of the City Council up through the period ending June 30, 2017.

This Memorandum of Understanding contains all the covenants, stipulations, and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours, and other terms and

conditions of employment not covered in this Memorandum of Understanding are covered by existing ordinances, resolutions, policies and practices of the City. Provisions of this Memorandum of Understanding apply only to employees represented by the Union.

**ARTICLE 21. CITY COUNCIL DETERMINATION**

This Memorandum of Understanding shall be presented to the Loma Linda City Council for its consideration and ratification.

**LOMA LINDA PROFESSIONAL  
FIREFIGHTERS LOCAL 935**

**CITY OF LOMA LINDA**

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

DATED \_\_\_\_\_

DATED \_\_\_\_\_

**APPENDIX "A"**

**CITY OF LOMA LINDA  
TABLE OF POSITIONS CLASSIFICATIONS  
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935**

Firefighter  
Firefighter Paramedic  
Engineer  
Captain

**APPENDIX “B”**

**COMPENSATION PLAN  
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935  
JULY 1, 2017**

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
FIREFIGHTER-EMT	FIRE 1	\$59,338.70	\$77,672.42
FIREFIGHTER/PARAMEDIC	FIRE 4	\$68,691.97	\$89,915.55
FIRE ENGINEER	FIRE 6	\$75,732.90	\$99,131.91
FIRE CAPTAIN	FIRE 8	\$83,495.53	\$109,292.92

**COMPENSATION PLAN  
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935  
JULY 1, 2018**

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
FIREFIGHTER-EMT	FIRE 1	\$60,525.48	\$79,225.88
FIREFIGHTER/PARAMEDIC	FIRE 4	\$70,065.81	\$91,713.86
FIRE ENGINEER	FIRE 6	\$77,247.56	\$101,114.54
FIRE CAPTAIN	FIRE 8	\$85,165.44	\$111,478.78

**COMPENSATION PLAN  
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935  
JULY 1, 2019**

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
FIREFIGHTER-EMT	FIRE 1	\$61,735.99	\$80,810.40
FIREFIGHTER/PARAMEDIC	FIRE 4	\$71,467.13	\$93,548.14
FIRE ENGINEER	FIRE 6	\$78,792.51	\$103,136.83
FIRE CAPTAIN	FIRE 8	\$86,868.75	\$113,708.35