



**CORONA
FIREFIGHTERS
ASSOCIATION
IAFF LOCAL # 3757
Memorandum
Of
Understanding
~~2007 - 2017~~2018-2020**

TABLE OF CONTENTS

ARTICLE I – RECOGNITION:	5
ARTICLE II – REPRESENTATION:	5
Section 2.1 – Classifications	5
Section 2.2 – Committees:	5
2.1.12.2.1 – Committee and Program Selections:	5
2.2.2 – Training Committee:	6
2.1.2.3 – Employment Standards/Qualifications Committee:	6
ARTICLE III – ASSOCIATION ACTIVITIES:	6
Section 3.1 – Copy Machines:	6
Section 3.2 – Meetings:	6
Section 3.3 – Termination:	6
Section 3.4 – Time Bank:	7
ARTICLE IV – BENEFITS:	7
Section 4.1 – Banking Privileges:	7
Section 4.2 – Retirement Healthcare Savings Account and Deferred Compensation:	7
4.2.1 – Retirement Healthcare Savings:	7
4.2.2 – Deferred Compensation Loans:	7
4.2.3 – Deferred Compensation Match for Tier 1 Deputy Fire Chief:	8
Section 4.3 – Section 125 Cafeteria Plan and Flexible Benefit Allowance:	7
4.3.1 – Member Contributions to Section 125 Cafeteria Plan:	8
4.3.2 – Flexible Benefit Allowance for Tier 1 Deputy Fire Chief:	9
Section 4.4 – Insurance:	9
4.4.1 – Short-Term Disability Insurance:	9
4.4.2 – Long-Term Disability Insurance:	10

4.4.3 – Life Insurance & Accidental Death and Dismemberment:	10
8.....	
4.4.4 – Life Insurance – Retiree:	10
8.....	
4.4.5 – Medical Insurance:	10
9.....	
4.4.6 – PORAC Membership Fee:	11
.....	13
4.4.7 – Medical Insurance Opt Out:	12
.....	13
4.4.8 – Retiree Medical Insurance:	12
.....	14
4.4.9 – Retiree Health Alternative:	13
.....	15
4.4.10 – Employee Assistance Program (EAP):	13
.....	15
4.4.11 – Medicare Contribution:	15
Section 4.5 – Deductions:	15
13.....	
Section 4.6 – Public Employees Retirement System (P.E.R.S.):	15
14.....	
Section 4.7 – Tuition Reimbursement:	17
15.....	
4.7.1 – Pre-Approval:	15
.....	18
4.7.2 – Reimbursable Costs:	16
.....	18
4.7.3 – Administration:	16
.....	18
4.7.4 – Procedure:	16
.....	18
4.7.5 – Voluntary Separation from Employment:	16
.....	19
4.7.6 – Certification Classes:	19
Section 4.8 – Safety Shoes:	19
17.....	

ARTICLE V – EXTENSION OF PROBATION PERIOD:	19
ARTICLE VI – HOLIDAYS:	19
ARTICLE VII – LEAVES:	20
Section 7.1 – Annual Leave – Definition:	20
Section 7.2 – Annual Leave Accrual:	21
7.2.1 – Accrual of Annual Leave Hours:	21
7.2.2 – Hours Accumulated During Annual Leave:	21
7.2.3 – Annual Leave During the First Year:	21
7.2.4 – Unpaid Leave:	22
7.2.5 – Maximum Accumulation of Annual Leave:	22
7.2.6 – Annual Leave Usage:	22
7.2.7 – Annual Leave – Workers’ Compensation:	23

7.2.7 — Annual Leave — Workers' Compensation:	20
7.2.8 — Annual Leave — Separation from the	
20City:	23
7.2.9 — Pay in Lieu of Annual Leave (Buy-Back):	
21.....	23
Section 7.3 — Frozen Sick Leave (Former Sick Leave Accounts):	24
7.3.1 — Frozen Sick Leave — Definition:	24
7.3.2 — Use of Frozen Sick Leave Hours:	24
7.3.3 — Frozen Sick Leave — Leave Donation:	22
7.3.4 — Frozen Sick Leave at Retirement:	22
Section 7.4Section 7.3 — Military Leave:	
.....	
22.....	25
Section 7.4 — Executive Leave:	25
ARTICLE VII — PROCEDURES:	
22.....	25
Section 8.1 — Driver's License Physical:	
22.....	25
Section 8.2 — Grievances:	
22.....	25
Section 8.3 — Lay-Off Procedure:	
22.....	25
Section 8.4 — Promotion Policy:	
23.....	26
ARTICLE IX — NON-SMOKING POLICY:	
24.....	27
ARTICLE X — NO-STRIKE CLAUSE:	
24.....	27
ARTICLE XI — OVERTIME:	
24.....	27
ARTICLE XII — SALARY:	
24.....	28
Section 12.1 — Compaction:	
25.....	29
Section 12.2 — Comparable Cities:	
26.....	29
ARTICLE XIII — SPECIAL COMPENSATION:	
26.....	30
Section 13.1 — Acting Pay:	
26.....	30
Section 13.1.1 — Acting Fire Engineer:	
26.....	30
Section 13.1.2 — Acting Captain:	
26Fire Captain:	30

Section 13.1.3 – Acting Battalion Chief:	30
26.....	30
Section 13.1.24 – Acting Fire Marshal:	26
.....	30
Section 13.2—1.5 – Acting 40-Hour Positions:	30
.....	30
Section 13.2 – 40-Hour Positions; Hazardous Materials Assignment Pay:	
..... 26.....	31
Section 13.2.1 – 40-Hour Positions:	31
Section 13.2.1 – Forty Hour Assignments:	26
Section 13.2.2 – Hazardous Materials Assignments:	27
Pay:	31
Section 13.3 – Standby Pay:	
27.....	31
Section 13.4 – Longevity Pay:	27
.....	32
Section 13.4.1 - Association Members Except Deputy Fire Chief:	32
Section 13.4.2 - Deputy Fire Chief:	32
Section 13.5 – Certificate Pay:	
27.....	32
Section 13.6 – Spanish LanguageBilingual Pay:	
.....	
28.....	32
Section 13.7 – Uniform Allowance:	33
Section 13.8 – Working Out of Class:	33
Section 13.9 – City Assigned Vehicle:	33
ARTICLE XIV – PARAMEDIC PROGRAM:	28
.....	33
Section 14.1 –Primary Paramedic and Secondary Paramedic Requirements:	33
Section 14.2 – Secondary Paramedic Pay:	34
Section 14.3 – Duration:	28
.....	34
Section 14.4 – Work Conditions:	34
Section 14.5 – Paramedic CQI Coordinator:	28
Pay:	34
ARTICLE XV – WORK SCHEDULE:	
28.....	35
Section 15.1 – Platoon Re-Assignments:	
29.....	35
Section 15.2 – Assignment for Coverage:	
29.....	35
Section 15.3 – Retirement Impacts:	
29.....	35

Section 15.4 – Planned Position Vacancy:	35
Section 15.5 – Professional Clause:	36
Section 15.6 – Station Transfer / Bid System:	36
Section 15.7 – Minimum Staffing:	36
Section 15.8 – Meals:	36
ARTICLE XVI – PRIOR AND EXISTING CONDITIONS:	37
Section 16.1 – Constitutionality:	37
Section 16.2 – Re-Opener Clause and Continuation of Benefits:	37
Section 16.3 – Term of Agreement:	37
ARTICLE XVII – AGREEMENT TO MAINTAIN A “LIVING DOCUMENT”:	37
ARTICLE XVIII – MANAGEMENT RIGHTS:	38

ARTICLE I – RECOGNITION:

WHEREAS, the City of Corona, California, represented by its Management negotiators (hereinafter referred to as City), and the Corona Firefighters Association IAFF Local 3757, (hereinafter referred to as the Association) have met and conferred in good faith regarding those matters provided for in Section 3500 et al of the California Government Code: and

WHEREAS, the City and the Association, as a result of meetings and discussions, have reached an understanding concerning certain said matters and have prepared a written Memorandum of Understanding (MOU) to the City Council of the City of Corona for its determination.

NOW, THEREFORE, the City and the Association jointly submit the following:

ARTICLE II – REPRESENTATION:

Section 2.1 – Classifications:

The City recognizes the Corona Firefighters Association IAFF Local 3757 as the exclusive representative of the following classifications, grouped according to their position series:

<u>Firefighter</u>	<u>Position Series* Fire Engineer</u>	<u>Position</u>
<u>Series</u>	<u>Fire Captain Position Series</u>	
<u>Firefighter Trainee</u>	<u>Fire Engineer</u>	<u>Fire Captain</u>
<u>Firefighter</u>	<u>40-Hour Engineer</u>	<u>40-Hour Captain</u>
<u>40-Hour Firefighter</u>		
<u>Firefighter/Paramedic Position Series</u>		
<u>Firefighter/Paramedic Trainee</u>		
<u>Firefighter/Paramedic</u>		
<u>40-Hour Firefighter/Paramedic</u>		
<u>Battalion Chief</u>	<u>Fire Inspector II</u>	<u>Deputy Fire Marshal</u>
<u>Deputy Fire Chief</u>		<u>Fire Marshal</u>
<u>Battalion Chief</u>		

* When an employee within the Firefighter Position Series is promoted to a position in the Firefighter/Paramedic Position Series, it shall be considered to be a “promotion within a position series” for purposes of, and as provided in, Section 4.2(B)(6) of the City’s Personnel Classification and Affordable Care Act Policy (Administrative Policy 01400.801) provided that the employee qualifies as a Secondary Paramedic pursuant to Article XIV of this MOU.

Said classifications constitute all of the City employees represented by the Corona Firefighters Association.

~~Effective November 12, 2016, the classification of Fire Inspector I shall no longer be represented by the Corona Firefighters Association.~~

~~Effective November 10, 2016, the classification of Emergency Services Coordinator shall no longer be represented by the Corona Firefighters Association. [4/5/17 Side Letter]~~

Section 2.12 – Committees:

2.1.12.2.1 – Committee and Program Selection:

The Department will provide a fair and equitable method when choosing employees for Department committees and programs.

2.2.2 – Training Committee:

This Committee shall consist of a training officer (CFA Fire Captain), three (3) members appointed by CFA and three (3) members appointed by the Department.

All members of the Committee shall serve as equals without rank; however, the Training Officer shall preside at all meetings of the Committee.

The purpose of the Committee is to discuss the level and implementation of training programs for the Department and the individuals thereof.

2.1.2.3 – Employment Standards/Qualifications Committee:

The Employment Standards/Qualifications Committee includes a minimum of two (2) members of the Association. The Committee shall comment upon and recommend suggested standards and qualifications for positions within the Department.

ARTICLE III – ASSOCIATION ACTIVITIES:

The City will provide up to two (2) hours per month beginning five (5) months before the end of the current Memorandum of Understanding for a specified seven (7) members of the Association to prepare for meet and confer activities. A list of the seven (7) members shall be provided to the City's Human Resources Department. Additionally, permission for the allocated time shall be requested from the Fire Chief or his representative and such permission shall be granted promptly unless such absence would cause undue interruption of the work.

Section 3.1 – Copy Machines:

The members of the Association will be allowed to use City copy machines for the Association's business, subject to reasonable approval of the Employee Relations Officer.

Section 3.2 – Meetings:

Members of the Association will be allowed the use of City meeting rooms for membership meetings, as available.

The City agrees, upon prior approval by the Fire Department's management, that the Corona Firefighters Association may hold a maximum of one (1) Association meeting per month, not to exceed one (1) hour in length. One (1) station crew will be allowed to join a second station crew for the purpose, subject to emergency conditions as determined by the Fire Department's management.

Section 3.3 – Termination:

The City's Human Resources Department will notify the Association upon the termination of any member of the Association.

Section 3.4 – Time Bank:

The City agrees to establish a "Time Bank" for use by the members of the Association to participate in those activities that are related to wages, hours, and working conditions. Access to the "Time Bank" shall be determined by the Association's Board of Directors. The "Time Bank" shall be funded by relinquishment of Holiday hours (56-hour employees) or Annual Leave hours (40-hour employees) by members of the Association.

The procedure for tracking Time Bank hours will be as follows:

- 1) All hours collected from members will be converted to dollars at that member's current hourly rate and assignment (40-hour or 56-hour) at the time of conversion.
- 2) All hours used will be subtracted from the Time Bank at the member's hourly rate and assignment (40-hour or 56-hour) at the time of use.
- 3) The Association's Time Bank will be based on a dollar value and will be tracked separately on a dedicated spreadsheet. The Association will receive an updated copy of the spreadsheet each pay period.

ARTICLE IV – BENEFITS:

The City will, through its contracted bank, provide the followings benefits as indicated:

Section 4.1 – Banking Privileges:

The City shall provide, through its contracted bank, free checks and checking accounts for all members of the Association. The City shall also provide to any members hired before October 1, 1987 free money orders, cashier's checks, traveler's checks, or a standard-size safe deposit box (1 per Association member).

Section 4.2 – Retirement Healthcare Savings Account and Deferred Compensation:

A.4.2.1 – Retirement Healthcare Savings:

Members hired after July 1, 2000 ~~but prior to March 21, 2018~~, shall receive an annual payment of \$5,000.00, paid in quarterly installments of \$1,250.00, directed to the Retirement Healthcare Savings Account of the employee's choice (either ICMA or Nationwide Retirement Solutions). ~~Members hired after March 21, 2018 shall receive an annual payment of \$2,500.00, paid in quarterly installments of \$625.00, directed to the Retirement Healthcare Savings Account of the employee's choice (either ICMA or Nationwide Retirement Solutions).~~

~~The City shall establish the following terms and conditions by which~~ 4.2.2 – Deferred Compensation Loans:

Association members may take out loans against their Deferred Compensation ~~savings account~~ subject to the following terms and conditions:

- Loans shall be made pursuant to a written, enforceable loan agreement.
- Loans shall be available for all purposes. Loans ~~can range between \$1,000 and~~ shall not exceed the lesser of (i) \$50,000, ~~depending upon plan regulations or~~ (ii) the greater of 1/2 of the employee's account balance or \$10,000. The minimum loan amount available shall be \$1,000.00.
- ~~Participants shall~~ Employees may receive one loan per calendar year and may have only one outstanding loan at a time.
- ~~Loans~~ Loans shall be repaid in substantially equal installments of principal and interest, at least quarterly, over no more than 5 years; provided that loans for a principal residence shall be repaid in substantially equal installments of principal and interest, at least monthly, over no more than 15 years. The City may, in its discretion, suspend the loan repayment period for up to one year for an employee on a leave of absence.
- Loans shall be made at a reasonable interest rate.
- Employees shall repay loans directly to the employee's deferred compensation plan provider. Loans will be in default if any payment is not made within 60 days of the date it is due or as otherwise provided in the loan agreement.
- If there is a default ~~or the loan does not meet the requirements outlined above~~, the outstanding loan balance will be reported as a taxable distribution in addition to the amount of cash distributed from the plan, and may be subject to additional taxes for early withdrawal.

Arrangements for such loans must be initiated by the employee and made directly with their deferred compensation ~~provider. Such loans are contingent upon the benefit being offered by the employee's selected deferred compensation plan provider.~~ plan provider.

~~B.~~ 4.2.3 – Deferred Compensation Match for Tier 1 Deputy Fire Chief:

At the end of each quarter, the City shall deposit into the deferred compensation plan account of any ~~Battalion Chief or~~ Deputy Fire Chief hired by the City prior to July 1, 2000 an amount equal to

that deposited by the employee, not to exceed nineteen hundred dollars (\$1,900.00) per year. The match shall be applied to a single provider selected by the employee. ~~[4/5/17 Side Letter]~~

Section 4.3 – Section 125 Cafeteria Plan and Flexible Benefit Allowance:

~~Up until June 30, 2013, the City will provide an annual allowance in the amount of \$~~
~~4.3.1,120.00 (“Flexible Benefit Allowance”), – Member Contributions to active~~
~~Section 125 Cafeteria Plan:~~

~~Active~~ employees that are members of the Corona Firefighters Association IAFF Local # 3757 (“~~Member~~”). ~~This allowance is to be used for the”) may purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan (“Cafeteria Plan”). The Member shall have the opportunity to make an election as to the allocation purchase of the allowance benefits during Open Enrollment for the upcoming plan year. Benefits available under the Cafeteria Plan are as follows:~~

- ~~• Health Dental or vision insurance~~
- ~~• Reimbursement of eligible medical expenses (The maximum that can be allocated to the Health Care Spending Account for the reimbursement of eligible medical expenses will be \$2,500; this is inclusive of any portion of the City-provided annual allowance of \$1,120 that is allocated for such reimbursements)~~
- ~~• Reimbursement of eligible dependent care expenses~~
- ~~• Taxable cash payment~~

Upon conclusion of the Open Enrollment period, the Member’s election shall not be subject to change during the plan year. Any amounts remaining in the reimbursement accounts after the expiration of the reimbursement periods shall be forfeited. Please see the Cafeteria Plan for further details.

~~If a member fails to make an election during Open Enrollment, the 4.3.2 - Flexible Benefit Allowance shall automatically be allocated to the Health Care Spending Account. This default allocation shall not be subject to change.~~

~~Effective July 1, 2013, Association Members will no longer receive this Flexible Benefit Allowance, but may make contributions of their own.~~

~~4.3.1 Tier 1 Battalion Chiefs and~~for Tier 1 Deputy Fire Chief:

The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to active Tier 1 ~~Battalion Chiefs and active Tier 1~~ Deputy Fire Chief. This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan (“Cafeteria Plan”). The employee shall have the opportunity to make an election as to the allocation of the allowance during open enrollment for the upcoming plan year. Benefits available under the Cafeteria Plan are as follows:

- Health, dental or vision insurance

- Reimbursement of eligible medical expenses
- Reimbursement of eligible dependent care expenses
- Taxable cash payment

Upon the conclusion of the open enrollment period, the employee's election shall not be subject to change during the plan year. Any amounts remaining in the reimbursement accounts after the expiration of the reimbursement periods shall be forfeited. Please see the Cafeteria Plan for further details.

If an employee fails to make an election during open enrollment, the allowance shall automatically be allocated to the employee's health care spending account. This default allocation shall not be subject to change.

~~Tier 1 Battalion Chiefs and~~ Tier 1 Deputy Fire Chief hired by the City prior to January 1, 1999 shall continue to receive this allowance if they retire from the City. ~~Tier 1 Battalion Chiefs and~~ Tier 1 Deputy Fire Chief hired by the City after January 1, 1999 will not receive this benefit if they retire from the City. ~~[4/5/17 Side Letter]~~

Section 4.4 – Insurance:

The City provides the following insurance ~~coverage's~~coverages:

4.4.1 – Short-Term Disability Insurance:

The City shall provide a short-term insurance plan to each association member who for reasons of their own medical disability commences an authorized leave of absence. This insurance plan shall contain the following provisions:

- Benefit level shall be 55% of basic monthly earnings less other income benefits.
- 7 day benefit waiting period.
- Monthly maximum benefit of \$10,000.
- 90 day maximum benefit period.
- Ability to utilize annual leave ~~or frozen sick leave~~ to supplement disability payments.

The City may pay for up to 12 weeks of medical insurance premiums for a disabled member who must seek an unpaid leave of absence in compliance with the Family Medical Leave Act [FMLA] or the California Family Rights Act of 1991 (CFRA).

Discretionary Authority: For each of the items in this section, it should be noted that, in making any benefits determination under the policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

4.4.2 – Long-Term Disability Insurance:

The City shall provide a long-term insurance plan to each association member, who for reasons of their own medical disability commences an authorized leave of absence. This insurance plan shall contain the following provisions:

- 66 2/3% of basic monthly earnings
- The maximum monthly benefit (\$10,000.00)
- Elimination Period (Waiting Period): 90 days

Discretionary Authority: For each of the items in this section, it should be noted that, in making any benefits determination under the policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

4.4.3 – Life Insurance & Accidental Death and Dismemberment:

Life and accidental death and dismemberment insurance is provided for Association members equal to five and one-half times the member's annual base earnings with a maximum benefit of \$750,000.

4.4.4 – Life Insurance – Retiree:

The City shall provide a Life Insurance policy in the amount of \$50,000.00 to all employees who retire from the City of Corona. This Life Insurance Policy shall remain in force until the retiree reaches the age of 70.

4.4.5 – Medical Insurance:

A. Tier I Employees: The City agrees to provide a monthly medical insurance allowance ("**Medical Allowance**") to Members hired prior to July 1, 2000 to be used for the purpose of purchasing mandatory health coverage ~~under offered through the CalPERS Health Program as governed by the Public Employees' Medical & Hospital Care Act ("PEMHCA") for the Member and his or her eligible dependents. The Effective the first full pay period following March 21, 2018, the~~ Medical Allowance shall consist of the following: (1) a base contribution rate according to the current CalPERS schedule ("**Base Contribution Rate**"), plus (2) an amount equal to the difference between the Base Contribution Rate and the ~~actual monthly premium for the medical insurance plan selected by the Member during the PEMHCA open enrollment period. The Medical Allowance will be made available through the Cafeteria Plan. Notwithstanding the preceding, the Medical Allowance will be no greater than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). If a Member enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount following amounts, as applicable:~~

- (1) \$601.42 per month for Members electing Employee only coverage;
- (2) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or

- (3) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

- B. Tier II Employees: The City agrees to provide a Medical Allowance to Members hired on or after to July 1, 2000 and to Members hired on or after January 1, 2013 who qualify for the designation of a Classic CalPERS member, to be used for the purpose of purchasing mandatory health coverage ~~underoffered through~~ PEMHCA for the Member and his or her eligible dependents. Effective the first full pay period following March 21, 2018, the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:

- (1) ~~For~~ \$601.42 per month for Members electing Employee only coverage;
(2) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or
(3) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan.

Subject to the limitations set forth below, the excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA, if any ("Medical Difference"), may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference to which an employee is entitled shall be \$950.00 per month. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

- C. Tier III Employees: The City agrees to provide a Medical Allowance to Members hired on or after July 1, 2000, ~~but before~~ January 1, 2013 who do not qualify for the designation of a Classic CalPERS member to be used for the purpose of purchasing mandatory health coverage offered through PEMHCA for the Member and his or her eligible dependents. Effective the first full pay period following March 21, 2018, the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the ~~monthly premium~~ following amounts, as applicable:

- (1) \$601.42 per month for the second highest PERS family plan at the PERS-designated classification Members electing Employee only coverage;
(2) \$1,202.83 per month for Riverside County (currently the "Other Southern California Counties" rate). Members electing Employee plus one dependent coverage; or

- (3) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan. ~~The excess of~~

~~Subject to the limitations set forth below, the Medical Allowance remaining after purchase of mandatory health coverage under PEMHCA~~ Difference, if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference to which an employee is entitled shall be \$950.00 per month. If a Member enrolls in a health plan that costs more expensive plan than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

- ~~(2) For D. Tier IV Employees: The City agrees to provide a Medical Allowance to Members hired on or after January 1, 2013 who qualify~~ March 21, 2018, to be used for the designation purpose of a Classic CalPERS member, effective July 1, 2013 the Medical Allowance shall consist of: purchasing mandatory health coverage offered through PEMHCA for the Member and his or her eligible dependents.

~~(a) (a) Before the Member's "Fifth Reciprocal Benefit Year" (as defined below), Effective March 21, 2018,~~ the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the lowest cost PERS family plan, following amounts, as applicable:

- (1) \$473.46 per month for Members electing Employee only coverage;
(2) \$946.92 per month for Members electing Employee plus one dependent coverage; or
(3) \$946.92 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance. The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA, if any, may NOT be allocated toward the purchase of other Cafeteria Plan benefits ~~or and~~ may NOT be taken as a taxable cash payment, ~~in accordance with the terms of the Cafeteria Plan. If a Member enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the Medical Allowance.~~

(b) From and after the Member's "Fifth ~~Reciprocal~~ Benefit Year" (as defined below), the Medical Allowance for Members hired on or after March 21, 2018 shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). ~~following amounts, as applicable:~~

- (1) \$601.42 per month for Members electing Employee only coverage;
(2) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or

- (3) ~~\$1,563.67 per month for Members electing Employee plus two or more dependents coverage.~~

The Medical Allowance will be made available through the Cafeteria Plan. ~~The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA.~~ Subject to the limitations set forth below, the Medical Difference if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. ~~The maximum Medical Difference to which an employee is entitled shall be \$950.00 per month.~~ If a Member enrolls in a ~~health plan that costs more expensive plan than the Medical Allowance,~~ he or she will be responsible for payment of any premium in excess of the Medical Allowance.

As used ~~herein, in this subsection (b),~~ "Fifth ~~Reciprocal~~ Benefit Year" shall mean the calendar year during which: ~~(i) a Member who does not qualify for the designation of a Classic CalPERS member completes either:~~ (1) five (5) full years of employment as a full-time sworn firefighter with the City; or ~~(2) ii) a Member who qualifies for the designation of a Classic CalPERS member completes~~ five (5) full years of combined employment as a full-time sworn firefighter with the City and/or one or more other organizations. By way of example, if a Member ~~who~~ has not previously worked as a sworn firefighter for another organization and ~~does not qualify for the designation of a Classic CalPERS member~~ is first hired by the City as a full-time sworn fire fighter in July of ~~2013~~2018, the Member's Fifth ~~Reciprocal~~ Benefit Year would be calendar year ~~2018~~2023 (assuming continuous employment). Accordingly, the Member would be eligible to utilize the Medical Allowance calculated in ~~4.4.5(A)(2)(this subsection (b) above when the City's open enrollment occurs in 2017~~2022 for calendar year ~~2018~~2023. Members with combined employment with another agency ~~who qualify for the designation of a Classic CalPERS member~~ shall receive a full month's credit for each month, or portion thereof, worked as a sworn firefighter for the other agency. By way of additional example, therefore, if a Member ~~who qualifies for the designation of a Classic CalPERS member and~~ has previously worked thirteen (13) months as a sworn firefighter for another organization ~~and~~ is first hired by the City as a full-time sworn firefighter in July of ~~2013~~2018, the Member's Fifth ~~Reciprocal~~ Benefit Year would be calendar year ~~2017~~2022 (assuming continuous employment). Accordingly, the Member would be eligible to utilize the Medical Allowance calculated in ~~3.3.4(C)(2)(b) above this subsection (b)~~ when the City's open enrollment occurs in ~~2016~~2021 for calendar year ~~2017~~2022. In order to get credit for employment with another organization, on or before the Member's initial employment date with the City, the Member must provide verifiable written work history as a full-time sworn firefighter in a previous organization.

~~C. Tier III Employees: Effective July 1, 2013, the City agrees to provide a Medical Allowance to Members hired on or after January 1, 2013 who do not qualify for the designation of a Classic CalPERS member to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the Member and his or her eligible dependents.~~

~~(1) The Medical Allowance shall consist of the following:~~

- ~~(a) Before the Member's "Fifth Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the lowest cost PERS family plan. The Medical Allowance will be made available through the Cafeteria Plan. The excess of the Medical Allowance remaining after~~

~~purchase of mandatory health coverage through PEMHCA, if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. If a Member enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the Medical Allowance.~~

~~(b) From and after the Member's "Fifth Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). The Medical Allowance will be made available through the Cafeteria Plan. The excess of the Medical Allowance remaining after purchase of mandatory health coverage under PEMHCA, if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. If a Member enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the Medical Allowance.~~

~~As used herein, "Fifth Benefit Year" shall mean the calendar year during which a Member completes five (5) full years of employment as a full-time sworn firefighter with the City. By way of example, if a Member is first hired by the City as a full-time sworn firefighter in July of 2013, the Member's Fifth Benefit Year would be calendar year 2018 (assuming continuous employment). Accordingly, the Member would be eligible to utilize the Medical Allowance calculated in 3.3.4(C)(2)(b) above when the City's open enrollment occurs in 2017 for calendar year 2018.~~

~~For purposes of this MOU, the term "Base Contribution Rate" shall mean the PEMHCA minimum contribution.~~

4.4.6 – PORAC Membership Fee:

The City agrees to reimburse the Association for cost of the PORAC Membership fee.

4.4.7 – Medical Insurance Opt Out:

Subject to meeting the requirements set forth below, and in lieu of receiving the Medical Allowance, and Medical Difference (if applicable), a Member may elect to receive a monthly allocation to the Cafeteria Plan according to the following schedule, which shall be effective beginning the first full pay period following March 21, 2018:

~~(a- \$770)~~ \$1,000.00 for ~~Family Employee + 2 or more dependents~~

~~(b- \$592)~~ \$750.00 for Employee + 1 dependent

~~(c- \$296)~~ \$450.00 for Employee Only

The amount of the monthly allocation shall be based on the alternative coverage in which the Member is enrolled. Said amount may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. In order to qualify for this election, the Member must meet all of the following requirements:

1. Provide satisfactory written proof of health insurance coverage for the Member and the Member's eligible dependents, if any;
2. Sign a waiver of City offered health insurance coverage and an agreement to hold the City harmless for any consequences, whatsoever, that result from the waiver of City offered health insurance coverage; and
3. Sign a statement acknowledging that the Member and Member's eligible dependents will not be allowed to re-enroll in the health insurance coverage offered by the City until the next open enrollment period, and that re-enrollment will be subject to all conditions imposed by the insurance provider at the time of reenrollment. However, in the event of a HIPAA or COBRA "qualifying event" such Member would be allowed to re-enroll in health insurance effective the beginning of the following month without having to wait for the next open enrollment period.

If a member who is currently Opting Out fails to make an election for Opt Out during Open Enrollment, the employee will be enrolled in a health insurance plan, employee only coverage, as determined by the City. This default allocation shall not be subject to change.

4.4.8 – Retiree Medical Insurance:

- (A) Tier I Retirees: The City agrees to provide a monthly medical insurance premium payment ("**Premium Payment**") to Members hired prior to July 1, 2000 who retire from the City of Corona under the CalPERS system ("**Tier I Retiree**") for the purpose of purchasing health coverage under PEMCHA for the Tier I Retiree and his or her eligible dependents. The Premium Payment shall be payable in the following form: (1) Base Contribution Rate payable to CalPERS, and (2) a reimbursement to the Tier I Retiree of the monthly premium for the medical insurance plan actually paid by the Tier I Retiree ("**Reimbursement**"). The Reimbursement shall include reimbursement for premiums paid to Social Security for health insurance through Medicare once a year at the end of the year. Notwithstanding the preceding, Tier I Retirees that retire on or after January 1, 2005 shall only be entitled to a Premium Payment which is equal to or less than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate) and the Medicare reimbursement. If a retiree enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount.

The City affirms Tier I Lifetime Health Benefits. To provide a mechanism that assures Tier I lifetime health benefits for employee and retiree medical insurance premium contributions, an agreement was signed by each Tier I member and placed into the employee personnel file. The City also agrees that Tier I lifetime health benefits will not be revoked or negotiated away by future members of management, union representatives or City Councils.

- (B) Tier II, III and ~~IIII~~ Retirees: Members hired on or after July 1, 2000, who retire from the City of Corona under the CalPERS system ("**Tier II, III and ~~IIII~~ Retiree**"), shall be entitled to a partial payment of the premium for the health insurance plan in which they are enrolled payable by the City of Corona to CalPERS in the amount equal to the Base Contribution Rate only. Tier II, III and ~~IIII~~ Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of said Base Contribution Rate. The City will not reimburse Tier II Retirees for premiums paid to Social Security for health insurance through Medicare.

4.4.9 – Retiree Health Alternative:

In lieu of receiving the Premium Payment, a Tier I Retiree shall have the option of receiving an annual \$6,000 contribution, at a rate of \$500 per month, paid to a City-provided health care reimbursement plan on behalf of such Tier I Retiree for the purpose of receiving reimbursements of qualifying health care expenses under Sections 105(b) and 213(d) of the Internal Revenue Code. To receive this benefit, a Tier I Retiree must forfeit participating in any of the health benefit plans available to retirees of the City of Corona for the plan year in which such Tier I Retiree elects to receive the contribution. Tier I Retirees needing to re-enroll as a result of a COBRA or HIPPA “qualifying event” may do so on the first day of the month following that event, while those choosing to re-enroll in the absence of a HIPPA “qualifying event” may re-enroll during the next open enrollment period, unless the Tier I Retiree has never participate in a CalPERS health plan. Tier II and III Retirees shall not be eligible for this alternative.

4.4.10 – Employee Assistance Program (EAP):

The City will provide an Employee Assistance Program to all employees free of charge. Employees and their immediate family members shall have direct access to mental health clinicians specializing in public safety. This counseling service will provide immediate 24-hour assistance in crisis situations, as well as counseling and referral services for employees and immediate family members who are experiencing personal, marriage, family, work, substance abuse, or financial problems.

4.4.11 Medicare Contribution:

The City agrees to pay the employee’s portion of the mandatory Medicare Contribution of 1.45% for the Battalion Chiefs. ~~[4/5/17 Side Letter]~~

Section 4.5 – Deductions:

If authorized in writing by a member of the Association by un-revoked assignment on file with the Human Resources Department, the City will deduct from the member’s bi-weekly wages a sum equal to the member’s dues or service charge and insurance premiums. The amount to be deducted shall be certified to the Human Resources Department thirty (30) days prior to the effective date by the exclusive representative. No deductions will be made when the salary, after taxes, retirement, garnishments or other deductions authorized by the member or required by law, is insufficient to pay said dues, etc. The exclusive representative agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under this provision.

Section 4.6 – Public Employees Retirement System (P.E.R.S.):

Tier I and II Employees - The City has amended its contract with PERS to convert members of the Association to Employee-Paid Member Contributions (EPMC). Employees will pay their own member contributions from this new base rate and defer state and federal taxes on their member contributions

(which will be handled through payroll deduction and forwarded to PERS by the City). This program, under Internal Revenue Code Section 414 (h) (2), allows the employee's contributions to be treated as employer contributions for federal and state tax purposes. The amount reported to the IRS is the base salary less the member contributions. Federal and state taxes on the amount of contributions are postponed until distribution either through a retirement allowance or a lump sum payment (refund). All supplemental pay that is based upon the employees' salary, such as overtime, will be computed on the employee's original gross salary (base pay including the member contributions).

The City will continue to make all mandated Employer-Paid Employer Contributions (EPEC), including any increase in such contributions. Notwithstanding the foregoing, effective October 19, 2013, Tier I and Tier II employees shall pay one and one-half percent (1.5%) towards the City's employer CalPERS costs.

As used herein, Tier I and Tier II employees or members shall mean employees who ~~does~~do not qualify as Tier III or "new members" as discussed below.

The City will bear the expense associated with having employees credited with full prior City service accrued before the City contracted with PERS as opposed to the half-service credit such employees now have.

The City has contracted with PERS to provide the following benefits to members of the Association:

1. 3% @ age 50 PERS benefit (Government Code § 21362.2)
2. Third level of 1959 Survivor's Benefit (Government Code § 21573)
Effective September 1, 2007, the City will authorize an increase of the PERS 1959 Survivor Benefit from Level Three to Level Four (Government Code § 21574) with the difference in costs to be paid by the Association member.
3. Final compensation determined by "Highest Single Year of Service," (Government Code § 20042)
4. Medical contribution for retirees, as detailed in MOU Section ~~4.5-54.8~~4.8 (Government Code § 22892)
5. Post-Retirement Survivor allowance, (Government Code § 21624, 21626, and 21628)
6. Military Service Credit as Public Service (Government Code § 21024)

(Any and all associated costs are borne by the Member electing to purchase the service credit).
7. "Local Fire Fighter" – Various Including Emergency Medical Services ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code § 20434).
8. Pre-Retirement Option 2W Death Benefit (Government Code § 21548).
9. Employee Sharing Cost of Additional Benefits - Permits the City to share the cost of retirement benefits with employees. The increased member contributions will be credited to each

member's account as normal contributions. (Amendment in process as of 10-16-13.) (Government Code 20516).

ADDITIONAL NOTE:

The City agrees to explore the feasibility of implementing a PERS contract amendment allowing Association members to purchase Federal Firefighter time (pursuant to Assembly Bill 3033), contingent on PERS contractual requirements.

Tier III Employees - 2.7% at age 57 CalPERS Benefit Formula- Local Safety Member, applicable to "New Members" defined as those employees hired on or after January 1, 2013, who have never been a member of any public retirement system prior to January 1, 2013, or who were members of any other public retirement system prior to January 1, 2013, that were not subject to reciprocity; or were members prior to the effective date and had a break in service in excess of six months unless previously employed by the City if the remained CalPERS members.

Member Contribution Rates: New Members are required to pay for a portion of the cost of the 2.7% at 57 retirement formula. This mandatory employee contribution is not a fixed amount. Rather, it will be set by CalPERS based on the following formula. The mandatory employee contribution will be equal to the greater of fifty (50%) percent of the total normal costs attributable to the 2.7% at 57 benefit plan, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees. The City will inform New Members of the actual mandatory employee contribution when CalPERS informs the City of the rate. This mandatory employee contribution will be deducted from the New Member's paycheck.

Employer Contribution Rates: The City will continue to make all mandated Employer-Paid Employer Contributions (EPEC), including any increase in such contributions. Notwithstanding the foregoing, effective October 19, 2013, New Members shall pay one and one-half percent (1.5%) towards the City's employer CalPERS costs.

Pensionable Compensation Limit: As of January 2, 2013, the compensation of New Members reported to CalPERS to be used in calculating retirement benefits will be capped at \$136,440 an amount that will be subject to annual adjustment by CalPERS.

Final Compensation Formula: Final Compensation will be determined using the highest three (3) year average of pensionable compensation.

1. Third level of 1959 Survivor Benefit
2. Medical contribution for retirees, as detailed in MOU Section 4.4.8
3. Post- Retirement Survivor Allowance
4. Military Service Credit as Public Service

Section 4.7 – Tuition Reimbursement:

The City of Corona recognizes the value of an educated workforce and encourages employees to pursue the goal of higher education. The City has adopted a plan to provide financial reimbursement for tuition

and textbooks for job-related college courses. It is a plan wherein the City participates with the employee in financing specific job-related courses. Employees are to use their off-duty hours in the pursuit of higher education unless otherwise authorized by the Fire Chief.

Subject to satisfaction of all criteria set forth in this Section 4.7, for education plans approved in writing by the City after March 21, 2018, the City shall reimburse Members for the costs described in Section 4.7.2 up to a maximum amount of \$2,500 per employee per fiscal year ("Fiscal Year Maximum") and a lifetime maximum amount of \$10,000 per employee ("Lifetime Maximum"). For education plans approved in writing by the City on or before March 21, 2018, the Fiscal Year Maximum and the Lifetime Maximum shall not apply.

4.7.1 – Pre-Approval:

Association members must apply for and receive written approval from their supervisor and authorization from the Fire Chief or his designee prior to enrolling in classes. College degrees must be obtained from an institution with full accreditation status granted by an institutional or specialized accrediting body recognized by the U.S. Department of Education or the Council for Higher Education Accreditation.

4.7.2 – Reimbursable Costs:

The costs eligible for reimbursement are limited to tuition and books. The time invested in the pursuit of education is the employee's responsibility unless otherwise authorized by the Fire Chief. The City shall not be responsible for any compensation or reimbursement not delineated in this policy.

4.7.3 – Administration:

This policy will be administered by the Human Resources Department.

4.7.4 – Procedure:

~~1. All Association members covered by this MOU will be entitled to full reimbursement for tuition and textbooks for classes leading to Certifications from the Office of the California State Fire Marshal as shown on the CSFM Website and all classes leading to a~~Subject to the Fiscal Year Maximum and the Lifetime Maximum, the City will reimburse eligible employees for formal education completed through an accredited college or university which leads to an Associates, Bachelors or Masters Degree in Fire Administration, Fire Engineering, or other job-related majors approved by the Fire Chief. Prior approval must be obtained by completing the College Tuition & Textbook Reimbursement Request available from the Human Resources Department Division. If seeking a degree, the member must submit a plan indicating the requisite course work leading to the degree that is approved by the educational institution. The request must be forwarded to the Fire Chief for approval.

2. Only those employees currently employed will be reimbursed under this policy.

3. An employee receiving funds for tuition and books paid for from other sources, including, but not limited to: grants, scholarships, and veteran's educational benefits, shall first apply [deduct] the amount of those funds to the amount being reimbursed by the City. Supplies, optional

textbooks, parking fees, lab fees, student fees, health fees, and all other fees are not reimbursable under this policy.

4. Upon satisfactory completion of the course, the employee must attach an official grade report and relevant receipts/bills to the request and submit it to the Human Resources Department for approval. Reimbursement will be made as soon as practical following receipt to the receipt to the request in the Finance ~~Department~~Division.

5. Those seeking a degree must attain a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. Those undergraduate courses taken for "credit" will be reimbursed so long as units are accrued at the rate of a "C" grade for undergraduate courses.

6. City vehicles will not be authorized for transportation to and from courses unless authorized by the Fire Chief. Additionally, there will be no reimbursement for mileage accumulated on an employee's personal vehicle for transportation to and from these courses.

4.7.5 – Voluntary Separation from Employment:

An employee who voluntarily leaves employment with the City of Corona within one year of receiving reimbursement under this policy shall be required to repay the City for all amounts received for tuition reimbursement during the 12 months preceding the employee's separation date.

4.7.6 – Certification Classes:

The Fiscal Year Maximum and the Lifetime Maximum shall not apply to, and Members will be entitled to full reimbursement for tuition and textbooks for, classes leading to certifications/qualifications from the California Incident Command Certification System or the Office of the California State Fire Marshal as shown on the State Fire Training website.

Section 4.8 – Safety Shoes:

The City shall provide safety shoes for the Association members in the following Fire Prevention positions: Fire Inspector I, ~~Fire Inspector II~~, Deputy Fire Marshal, ~~Emergency Services Coordinator, and EMS Nurse / Educator~~Fire Marshal.

ARTICLE V – EXTENSION OF PROBATION PERIOD:

The City agrees to modify its one-year probation for members who are on leave without pay during this period. Per Municipal Code Section 2.40.080, the probationary period shall be extended for the number of days that a member is on approved unpaid leave of absence or unable to work due to an on-the-job injury.

Per Municipal Code Section 2.40.080, a six (6) month extension to the probationary period may be granted to an employee at the discretion of the Fire Chief and the Human Resources Department.

ARTICLE VI – HOLIDAYS:

The following days will be recognized by the City as Holidays for members of the Association:

1. January 1st – New Year's Day
2. The third Monday in January – Martin Luther King, Jr. Day
3. The third Monday in February – President's Day
4. The last Monday in May – Memorial Day
5. July 4th – Independence Day
6. The first Monday in September – Labor Day
7. November 11th – Veteran's Day
8. The fourth Thursday in November – Thanksgiving Day
9. The Friday immediately after Thanksgiving Day
10. December 24th – Christmas Eve
11. December 25th – Christmas Day
12. December 31st – New Year's Eve
13. Every day appointed by the President, Governor, or Mayor, with the consent of the City Council, except for every day on which an election is held throughout the state.

Each suppression member of the Association and Battalion Chiefs will be compensated twelve (12) hours per Holiday at the member's regular hourly rate. The City shall disburse this compensation on the pay check for that period in which the Holiday falls.

~~All suppression CFA members have agreed to a reduction of the number of Holiday hours compensated from twelve (12) hours to six (6) hours per Holiday, effective July 1, 2011, through June 30, 2013. The number of hours compensated per Holiday shall return to twelve (12) hours per Holiday beginning July 1, 2013, and as part of any continuation of this contract beyond June 30, 2015. The City shall return the amount of Holiday hours provided to suppression CFA members to twelve (12) hours per Holiday in any year in which any other City of Corona employee association receives a net increase in base salary or benefits (excluding items previously deferred), during these same years.~~

Forty-hour members shall be compensated by having the Holiday off with regular compensation according to their work schedule.

Forty-hour Association members who work a Holiday that falls on a regularly scheduled non-work day shall be compensated at time and one-half for hours actually worked on the holidays designated in this section. Association members who work a Holiday that falls on a regularly scheduled non-work day shall be compensated at time and one-half for hours actually worked on the holidays designated in this section and shall accrue ten (10) hours of Annual Leave. Hours worked at time and one-half will be considered in addition to the Association member's regular hours.

Deputy Fire Chief shall observe the Holiday or shall accrue eight (8) hours of Annual Leave if the Holiday falls on a regularly scheduled non-work day. Deputy Fire Chief shall be compensated for the Holiday and accrue eight (8) hours of Annual Leave if the Deputy Fire Chief works on a Holiday.

The City will account for Holiday usage in accordance with the following:

A Holiday for pay purposes is the actual hours regularly scheduled to be worked on that Holiday. If a Holiday falls on a regularly scheduled day off, the amount of time will be considered accumulated Annual Leave to be used in accordance with Article VII Section 7.2.6 of this MOU.

ARTICLE VII – LEAVES:

Section 7.1 – Annual Leave – Definition:

Annual leave is compensated absence, which replaces former Vacation and Sick Leave plans, for those eligible employees who are absent from duty because of illness, injury, medical or dental care appointments, personal business, or personal vacation. Special reference to workers compensation is noted in Section 7.2.~~40-7.~~

Section 7.2 – Annual Leave Accrual:

7.2.1 – Accrual of Annual Leave Hours:

Full-time Employees: Each biweekly pay period, prorated Annual Leave hours earned are posted to the account of each eligible employee based on the hours worked during each pay period. Employees shall accrue Annual Leave based on the following formula:

ALL ASSOCIATION PERSONNEL – 56 HOUR ACCRUAL RATES:

Years of Service	Accrual Rate Per Payroll	Annual Accrual
1-5	12.15	316 hours
6-8	13.08	340 hours
9-15	14.46	376 hours
16 +	16.77	436 hours

ALL ASSOCIATION PERSONNEL (EXCEPT DEPUTY FIRE CHIEF) – 40 HOUR ACCRUAL RATES:

Years of Service	Accrual Rate Per Payroll	Annual Accrual
1-5	7.54	196 hours
6-8	8.15	212 hours

9-15	9.08	236 hours
16 +	10.62	276 hours

DEPUTY FIRE CHIEF – 40 HOUR ACCRUAL RATES:

Years of Service	Accrual Rate Per Payroll	Annual Accrual
PROBATIONARY	4.15	107.90 hours
1-5	8.31	216.06 hours
6-8	8.92	231.92 hours
9-15	9.84	255.84 hours
16 +	11.38	295.88 hours

[4/5/17 Side Letter]

7.2.2 – Hours Accumulated During Annual Leave:

Total Annual Leave granted may not exceed the amount posted to an employee's account as of the last day worked preceding leave. Annual Leave credits will continue to be added to the employee's account while the employee is on leave.

7.2.3 – Annual Leave During the First Year:

Probationary employees employed less than 1 full year shall accrue Probationary Sick Leave at one-half the rate of that of a 1-5 year full time regular employee. Such accrued time may be used for illness or medical reasons for the member or the member's immediate family. After six (6) months, an employee may use up to one week of "Advanced Annual Leave" for vacation purposes with the permission of his or her supervisor.

Holiday Leave hours earned during the first year of employment are available to be used for any purpose.

Notwithstanding the above, upon completion of probation and obtaining status of a full time regular employee, an employee shall have credited to his/her Annual Leave account all unused accrued hours at the 1-5 year employee rate.

7.2.4 – Unpaid Leave:

Annual Leave hours are not accrued during periods of Unpaid Leave.

7.2.5 – Maximum Accumulation of Annual Leave:

As of December 31 of each year an employee shall be allowed a maximum number of hours in his or her Annual Leave account as outlined below.

Work Schedule
Account Balance

Maximum Annual Leave

56-Hour Assignment

1125 Hours

40-Hour Assignment

730 Hours

The dollar value of any excess Annual Leave remaining in an employee's account at the end of each calendar year shall be contributed at the employee's base rate of pay to the Retirement Healthcare Savings Account of the employee's choice (either ICMA or ~~National~~ Deferred Nationwide). [6/21/17 Side Letter]

7.2.6 – Annual Leave Usage:

The Fire Chief is responsible for arranging leave schedules so that adequate personnel are available to carry on necessary work.

When practicable, employees should be permitted to schedule Annual Leave at times most acceptable to the employee. The use of such time should be arranged according to seniority or some other equitable method.

~~The minimum Annual Leave to be taken each year by Association members is outlined below:~~

<u>Work Schedule</u>	<u>Minimum Annual Leave To Be Taken</u>
56-Hour Assignment	96 Hours
40-Hour Assignment	40 Hours

~~For members on 56-hour assignments, the 96 hours of Annual Leave shall be covered utilizing the "buddy system" of Annual Leave opposites. For employees on a 40-hour assignment, the minimum~~

~~Annual Leave is to be taken each year unless a deferral is authorized by the Fire Chief.~~

Employees desiring to use Annual Leave Time, which has not been previously scheduled, for illness or family emergency, shall report to the department to obtain authorization for the absence. The Fire Chief or designate may require the employee to furnish satisfactory evidence justifying any such request.

Medical examination by the City's examining physician may be requested by the Fire Chief, with the approval of the Human Resources Department after prolonged, serious or repetitious illness, injury or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Human Resources Department based upon medical information supplied by the employee's physician and/or the City's examining physician. [6/21/17 Side Letter]

7.2.7 – Annual Leave – Workers' Compensation:

An employee who is compelled to be absent from duty on account of injuries arising out of and in the course of employment shall receive full compensation during the first forty (40) hours of such absence to which he/she would have been entitled to if on duty.

An employee who is absent from duty because of an alleged industrial injury or illness which is disputed by the City may use accumulated Annual Leave. If it is later determined that the injury was industrial in nature, leave credits shall be reimbursed to the employee's Annual Leave account in accordance with Section 4850 of the California Labor Code.

In the event that the LC4850 time is exhausted in an accepted Worker's Compensation claim, the disabled employee may use his/her available Annual Leave to supplement the Total Temporary Disability payments made according to the Labor Code.

7.2.8 – Annual Leave – Separation from the City:

(A-) Employees separating from the City service shall receive payment for 100% of accrued Annual Leave calculated at the employee's hourly base pay rate as of the date of separation. Alternatively, an employee separating from City service for any reason (including retirement) may make an irrevocable advance election before the first day of the month of separation to contribute accrued Annual Leave remaining at separation to the employee's account provided under the City's 457(b) deferred compensation plan. Contributions of Annual Leave to the 457(b) plan may not cause the employee to exceed the maximum annual deferral limitation for the year in which the contribution is made (\$18,000 for 2017, plus catch-up contributions of \$6,000 for employees age 50 or older). If an employee elects to contribute Annual Leave to the 457(b) plan, any Annual Leave that exceeds the maximum annual deferral limitations will be paid to the employee as a taxable cash payment.

(B-) If retiring, the Deputy Fire Chief and Battalion Chiefs have the additional option of delaying the date of retirement as the method of receiving accrued but unused Annual Leave. ~~[6/21/17 Side Letter]~~

7.2.9 – Pay in Lieu of Annual Leave (Buy-Back):

Buy-Back Guidelines: Members may make an advance irrevocable election each year to buy back Annual Leave that will be accrued in the following 12 month period (commencing with the first full pay period of the fiscal year and ending with the last full pay period of that fiscal year) ("Buy-Back Period") by submitting an Annual Leave Buy-Back Request form during the last 15 days of June. Annual Leave buy back payments will be calculated at the employee's base rate of pay as of the last full pay period of the Buy-Back Period, except that for members of the Association who are on assignment with a minimum duration of two years, assignment pay shall be included in the calculation. ~~—Frozen Sick Leave accounts are not available for buy-back.~~ Notwithstanding anything in this MOU to the contrary, effective March 21, 2018, an employee's base rate of pay for purposes of Sections 7.2.5, 7.2.8 and 7.2.9 shall not include Acting Pay (Section 13.1), Hazardous Materials Assignment Pay (Section 13.2.2), Standby Pay (Section 13.3), Certificate Pay (Section 13.5), Bilingual Pay (Section 13.6), Uniform Pay (Section 13.7), Working Out of Class Pay (Section 13.8), Secondary Paramedic Pay (Section 14.2), or Paramedic CQI Coordinator Pay (Section 14.5).

Upon the employee's submission of an Annual Leave Buy-Back Request, the City will buy back Annual Leave after the close of the Buy-Back Period from the employee's account -subject to the following criteria:

<u>Annual Leave Used</u> <u>Maximum During The</u> <u>Buy-Back</u> <u>Buy-Back Period</u>	<u>Min. Annual</u> <u>Leave Remaining</u> <u>After Buy-Back</u>	
96 Hours Hours (56-hour workweek)	144 Hours	216
40 Hours Hours (40-hour workweek)	80 Hours	120

In addition to the above, the Deputy Fire Chief may also request that the City buy back Annual Leave from the employee's account according to the following schedule:

<u>Annual Leave Used</u> <u>Maximum During The</u> <u>Buy-Back</u> <u>Buy-Back Period</u>	<u>Min. Annual</u> <u>Leave Remaining</u> <u>After Buy-Back</u>	
60 Hours Hours (40-hour workweek)	80 Hours	140
80 Hours Hours (40-hour workweek)	80 Hours	160

Note: If a member is out on extended Military Leave, the City will buy back up to 216 hours without the usual requirement that the employee have used Annual Leave Hours during the Buy-Back Period. Payment shall be made on the Friday after the pay day for the last full pay period of the Buy-Back Period. If an employee does not meet the requirements for a buy-back as outlined above as of the end of the Buy-Back Period, no buy-back payment will be made, provided that an employee meeting the requirements for a lower buy-back amount than elected by the employee will have his or her election automatically adjusted and will receive the corresponding lower buyback payment. For example, if an employee on a 56-hour workweek schedule submits an Annual Leave Buy-Back Request to buy back 216 hours of Annual Leave, but only has 140 hours of Annual Leave remaining after the buy-back, the employee's election will be automatically adjusted to request a buy-back of 212 hours. Employees may not elect to buy back Annual Leave that has accrued during a previous Buy-Back Period. Employees must submit a new Annual Leave Buy-Back Request for each Buy-Back Period and failure to submit an Annual Leave Buy-Back Request will result in the employee being prohibited from buying back Annual Leave for that Buy-Back Period. The City will endeavor to implement, on or before July 1, 2018, a process that allows Employees to make an advance irrevocable election twice per year to buy back Annual Leave that will accrue after the election provided that the City's computer and software technology can accommodate an automated electronic method for processing Annual Leave Buy Back Request forms, as determined by the City Manager. If the City's computer and software technology can accommodate an electronic method, the City and the Association shall meet and confer in good faith to negotiate a side letter or other agreement to implement the twice per year buy-back process, including, without limitation, the time for submission of Annual Leave

Buy Back Request forms and the minimum criteria that an Employee must satisfy to buy back Annual Leave. If the City's computer and software technology cannot accommodate an automated electronic method for processing Annual Leave Buy Back Request forms, the City shall provide notice to the Association on or before June 1, 2018. ~~[6/21/17 Side Letter]~~

~~Section 7.3—Frozen Sick Leave (Former Sick Leave Accounts):~~

~~The following guidelines apply to Association members who have Frozen Sick Leave account balances.~~

~~7.3.1—Frozen Sick Leave—Definition:~~

~~Frozen Sick Leave is former Sick Leave account balances that have been frozen and are held in a separate account. Frozen Sick Leave is not to be added to active Annual Leave, but is held constant until retirement.~~

~~7.3.2—Use of Frozen Sick Leave Hours:~~

~~Association Members Except Deputy Fire Chief and Battalion Chiefs:~~

~~The City agrees to allow the members of the Association to use hours from their bank of Frozen Sick Leave for an illness or injury which results in the member being off “sick” for more than eighty (80) consecutive hours, for those on 40-hour assignments; or five (5) shifts for those on suppression duty. Members shall have written confirmation from their physician for that time beyond the 80th hour or 5th shift, whichever is appropriate. The Frozen Sick Leave hours may then be used only for time which is in excess of 80 hours or five shifts as stated above.~~

~~Members may access and use their Frozen Sick Leave accounts as outlined above only when their Annual Leave balance has fallen to the levels listed below:~~

<u>Work Schedule</u>	<u>Annual Leave Account Balance</u>
56-Hour Assignment	144 Hours
40-Hour Assignment	80 Hours

~~Battalion Chiefs:~~

~~Battalion Chiefs may use Frozen Sick Leave for a verified “on-the-job” injury, without restriction and irrespective of the number of hours remaining in the employee’s Annual Leave account. In the case of any other illness or injury, Battalion Chiefs may use their Frozen Sick Leave under any of the following conditions:~~

- ~~• The Battalion Chief’s Annual Leave balance is reduced to 144 hours; or~~
- ~~• The Battalion Chief has written confirmation from a physician and has been off “sick” for at least five (5) consecutive shifts, in which event the Battalion Chief may use Frozen Sick Leave for those days beyond the fifth (5th) shift that the Battalion Chief misses work irrespective of the number of hours remaining in the Battalion Chief’s Annual Leave account; or~~
- ~~• The Battalion Chief has used at least 144 hours of Annual Leave within the preceding 12-month period and has obtained written confirmation from a physician of an illness, in which~~

~~event Frozen Sick Leave may be used for the entire time that the Battalion Chief is off "sick".~~

~~Deputy Fire Chief:~~

~~The Deputy Fire Chief may use Frozen Sick Leave for a verified "on-the-job" injury, without restriction and irrespective of the number of hours remaining in the employee's Annual Leave account. In the case of any other illness or injury, the Deputy Fire Chief may use their Frozen Sick Leave under any of the following conditions:~~

- ~~• The Deputy Fire Chief's Annual Leave balance is reduced to 80 hours; or~~
- ~~• The Deputy Fire Chief has written confirmation from a physician and has been off "sick" for at least four (4) consecutive workdays or forty (40) hours, in which event the Deputy Fire Chief may use Frozen Sick Leave for those days beyond the 4th consecutive workday or the 40th hour that the Deputy Fire Chief misses work irrespective of the number of hours remaining in the Deputy Fire Chief's Annual Leave account; or~~
- ~~• The Deputy Fire Chief has used at least 75 hours of Annual Leave within the preceding 12-month period and has obtained written confirmation from a physician of an illness, in which event Frozen Sick Leave may be used for the entire time that the Deputy Fire Chief is off "sick".~~

~~7.3.3 — Frozen Sick Leave — Leave Donation:~~

~~Frozen Sick Leave may not be used to donate hours to other City employees.~~

~~7.3.4 — Frozen Sick Leave at Retirement:~~

~~Members of the Association who retire, retire due to disability, or are deceased prior to retirement, after a minimum of fifteen (15) years of regular employment, will be paid three percent (3%) of the unused Frozen Sick Leave for each year of service. Payment shall be calculated at the employee's hourly rate at the time of payment. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.~~

~~An employee has the option of cash payment or delay of date of retirement as the method of receiving unused Frozen Sick Leave. [6/21/17 Side Letter]~~

~~7.3.5 — Frozen Sick Leave — Cash-Out:~~

~~Deputy Fire Chief and Battalion Chiefs who resign from the City with a minimum of twenty (20) years of service with the City shall be eligible to receive three percent (3%) of the Frozen Sick Leave for each year of service with the City.~~

~~Deputy Fire Chief and Battalion Chiefs who leave City service for any reason with a minimum of twenty-five (25) years of service with the City shall be eligible to receive one hundred percent (100%) of their Frozen Sick Leave account.~~

~~Payment shall be calculated at the employee's hourly base pay rate at the date of separation from City service. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account. [4/5/17 Side Letter]~~

Section 7.4 – Military Leave:

As defined in the Military Leave Policy and Resolution #2001-130, a member of the Association who is required to be absent as a result of military obligations shall be paid by the City at their regular rate of pay, less all military pay received, for involuntary activation to the maximum number of days as outlined in Resolution #2001-130 in any calendar year, while so absent.

Section 7.54 – Executive Leave:

The City will provide executive leave for the Deputy Fire Chief in lieu of other compensation for overtime. The Deputy Fire Chief shall be granted Executive Leave of one hundred eight (108) hours during any fiscal year regardless of the employee's particular work schedule. Employees who become entitled to Executive Leave in the middle of a fiscal year shall be granted a pro-rated amount of hours. Executive Leave has no cash value at any time and any Executive Leave which is unused as of the last payroll period of any fiscal year does not carry over to the next fiscal year. The City Manager shall approve and issue an administrative policy that sets forth, in a manner that implements the purpose of Executive Leave while valuing public resources, the details on the accrual rate for Executive Leave and the guidelines for using accrued Executive Leave. [4/5/17 Side Letter]

ARTICLE VII – PROCEDURES:

Section 8.1 – Driver's License Physical:

The City shall agree that members of the Association with the classification of Fire Engineer, "Acting Fire Engineer," or Fire Captain shall be eligible to use "on duty" time for the purpose of obtaining the required State Class B or Firefighter Restricted Driver's License including any necessary physical examination.

Section 8.2 – Grievances:

Members of the Association's Board of Directors and its officers, not to exceed three (3), may be allowed reasonable time away from their City duties to expeditiously investigate and assist in the process of grievances without loss of pay. A list of those three (3) shall be filed in and kept current in the Employees Relations Officer's (City Manager's) office.

Section 8.3 – Lay-Off Procedure:

In the event that the City determines that Employee layoffs within the Fire Department are necessary, the following procedures shall be followed when these layoffs affect members of the Corona Firefighters Association.

1. 1. ~~All Firefighter Apprentices and temporary employees, if any, shall be laid off before any full time employees of the CFA.~~
2. Layoffs within the CFA shall be based on seniority and within job classification. All Fire
Fighters, ~~Engineers, and Captains~~ Firefighter/Paramedics, 40-Hour Firefighters, 40-Hour

Firefighter/Paramedics, Firefighter Trainees, Firefighter/Paramedic Trainee, Fire Engineers, 40-Hour Engineers, Fire Captains, 40-Hour Captains, Battalion Chiefs, and Deputy Fire Chief shall be considered as one job classification and seniority within the unit shall be based on the principle of 'the last hired full time / permanent employee shall be the first full time / permanent employee to be laid off regardless of their rank. Provisions itemized in number twelve of this section may apply. Specialty positions shall have no bearing on the layoff order.

- ~~3.~~ 3. If two or more employees have the same hire date, then the numerical score on the employment exam will be used to determine their seniority. The lower their score ranking, the lower their seniority.
- ~~4.~~ 4. If the City determines that demotions are necessary to rebalance the work force after layoffs have occurred, the employee who was promoted last to the rank where the demotion needs to occur shall be demoted first. If two or more employees were promoted to the rank in question on the same date, the numerical score on the employee's most recent employment or promotional exam will be used to determine their seniority. The lower the score ranking, the lower the seniority.
- ~~5.~~ 5. When an employee is demoted to a lower rank due to layoffs, that employee's seniority in that rank shall be based on their original promotion or hire date to that rank.
- ~~6.~~ 6. Any employee laid off or demoted to a lower rank due to layoffs will be put onto a priority list for use within the first two (2) years from the layoff date. Within that two (2) year period employees on this list shall be re-promoted or recalled to their former position as soon as a vacancy or new position becomes available. The employees shall be recalled or re-promoted based on the last employee laid off/demoted shall be the first to be recalled or re-promoted.
- ~~7.~~ 7. Employees notified of a recall shall have up to 14 days to return to work.
- ~~8.~~ 8. Once an employee is re-promoted or recalled, their seniority shall be based on their original hire/promotion date.
- ~~9.~~ 9. "Provisional" promotion time shall count the same as if you had been promoted to a full time regular position.
- ~~10.~~ 10. If an employee is laid off, they shall have the option to receive pay for all hours in their annual leave ~~and frozen sick leave accounts~~account or receive accruals paid out in biweekly pay checks until such time that all accruals are paid out. The pay shall be at 100% of the hourly rate for the rank held by the employee at the time of lay off.
- ~~11.~~ 11. Employees designated as Fire Fighters, Firefighter/Paramedics, 40-Hour Firefighters, 40-Hour Firefighter/Paramedics, Firefighter Trainees, Firefighter/Paramedic Trainee, Fire Engineers, and 40-Hour Engineers, Fire Captains, 40-Hour Captains, Battalion Chiefs and Deputy Fire Chief shall be offered a recall before the City can implement another Firefighter Apprentice Program or at such time the recall list expires. ~~Provisions itemized in number twelve of this section may apply.~~
- ~~12.~~ 12. ~~Chief Officers, excluding the Fire Chief, shall have the option to 'bump back' into the CFA if they were previously members of the CFA and if they are in good standing with the CFA. Good standing shall be defined as being an Associate member and having paid dues~~

~~continuously for a minimum of three years. Regular paid dues as an Active member of the CFA may account for a portion of the time if the individual was promoted to the position of Deputy Chief or Battalion Chief within the past three years. Additionally, a member in good standing will have no documented formal disciplinary actions on file and must have performance reviews rated satisfactory or better.~~

Section 8.4 – Promotion Policy:

The City agrees that when a Fire Captain is promoted to the position of Battalion Chief, that employee shall be assured that the salary increase shall be 10% above the base salary received by the employee prior to the promotion.

The City agrees that when a Battalion Chief is promoted to the position of Deputy Fire Chief, that employee shall be assured that the salary increase shall be 10% above the base salary received by the employee prior to the promotion.

The City agrees that when an employee is promoted to the position of Fire Captain, that employee shall be assured that the salary increase shall be 10% above the base salary received by a top-step Fire Engineer.

The City agrees that when a Firefighter is promoted to the position of Fire Engineer, that employee shall be assured that the salary increase shall be 7.5% above the base salary received by the employee- prior to the promotion.

The City agrees that when a Firefighter/Paramedic is promoted to the position of Fire Engineer, that employee shall be assured that the salary increase shall be 5% above the base salary received by the employee prior to the promotion, not to exceed the top step of the compensation range for the position of Fire Engineer. Additionally, a Firefighter/Paramedic who is promoted to the position of Fire Engineer will also receive Secondary Paramedic Pay as provided in Section 14.2 so long as that employee otherwise satisfies the applicable requirements of the Paramedic Program as set forth in Article XIV.

ARTICLE IX – NON-SMOKING POLICY:

The City and the Association have agreed that smoking shall be prohibited in City facilities and/or vehicles.

ARTICLE X – NO-STRIKE CLAUSE:

Members of the Association will not cause or encourage any interruption of work. The term “interruption of work” shall mean any work stoppage or strike (including economic and unfair labor practice strikes) or any intentional slowdown of work.

There shall be no refusal to work on, handle or produce any materials or equipment because of a labor dispute. In the event of any interruption of work, the Association agrees to immediately advise all of its members to not participate.

ARTICLE XI – OVERTIME:

All represented members of the Association ~~(Battalion Chief, Captain, Engineer, Firefighter, Fire Marshal, except Deputy Fire Marshal, Fire Inspector I, Emergency Services Coordinator)~~ Chief, will be compensated at one and one half (1.5) times the employee's regular salary rate for all hours worked over their regularly scheduled work hours.

When a represented member of the Association is performing specialized duties requiring skills not regularly expected to be possessed by a Firefighter, Fire Engineer, or Fire Captain, the member shall be paid at one and one-half times their 40 hour rate of pay.

~~Battalion Chiefs on a 40-hour assignment shall be paid at time and one-half their 56-hour rate of pay when working in a suppression capacity outside of the normally scheduled 40-hour work schedule.~~

The position of Deputy Fire Chief shall be paid at time and one-half when working hours outside of normally scheduled work schedule in a suppression capacity, and when approved by the Fire Chief. This covers both the actual response to such an incident or coverage behind a person responding to such an incident, in order to maintain minimum staffing levels within the Fire Department.

For all hours worked in a suppression capacity outside of their normally scheduled work schedule, 40-Hour Fire Captains, 40-Hour Fire Engineers, 40-Hour Firefighters, 40-Hour Firefighter/Paramedics, Acting 40-Hour Fire Captains, Acting 40-Hour Fire Engineers, Acting 40-Hour Firefighters and Acting 40-Hour Firefighter/Paramedics shall be compensated at one and one half (1.5) times the suppression rate of pay for the equivalent compensation step that the employee would be at for the 56-hour position that corresponds to the employee's 40-hour position, which equivalent step is determined by moving the employee's base rate of pay thirty (30) steps down on the City's salary grid. For purposes of this MOU, the suppression rate of pay is calculated as follows:

The product of the employee's base hourly rate, as set forth in the City's Position Library and Compensation Plan, and 40, divided by 56.

For example, if a 40-Hour Fire Captain, whose base hourly rate is at compensation step 543 within the compensation range for the position of 40-Hour Fire Captain, as set forth in the City's Position Library and Compensation Plan (i.e., step 543 on the City's salary grid = \$52.128 per hour), works 1 hour in a suppression capacity outside of his/her normally scheduled work schedule, that employee will be compensated for that 1 hour of overtime at one and one half (1.5) times the employee's suppression rate of pay for compensation step 513 within the compensation range for the position of Fire Captain, as set forth in the City's Position Library and Compensation Plan (i.e., step 513 on the City's salary grid = \$44.883 per hour), which will be calculated as follows:

$$(\$44.883 \times 40) / 56 = \$32.059$$

Due to the Fair Labor Standard Act, FLSA, change (to include public employees), the City and the Association declare the "7K exemption" from the 40 hour work week overtime requirement. Premium pay of time and one-half for members of the Association will be paid for all time worked over and above the regularly scheduled shifts, based on the current work week as defined in Article XV of this MOU.

As provided in Article XV, the FLSA work period is 24 days. Employees assigned to 24-hour shifts are scheduled to work 192 hours in the declared 24-day FLSA work period. To account for the City's 14-day payroll cycle, each employee working 24-hour shifts for a full FLSA work period shall be paid for all regularly scheduled hours, other than "lost time", as follows: one hundred six (106) hours shall be paid at the employee's regular salary rate and six (6) hours shall be paid at the overtime rate of one and one half

(1.5) times the employee's regular salary rate, in each bi-weekly pay period, which shall compensate the employee for FLSA overtime for regularly scheduled shift work. For purposes of this paragraph, "lost time" shall mean hours when the employee does not work when regularly scheduled to do so due to a work-related injury or illness and is receiving pay pursuant to Section 4850 of the California Labor Code, or when the employee is using accrued annual leave while absent from duty due to a nonindustrial injury or illness under FMLA/CFRA or an unprotected leave of absence. Lost time hours up to one hundred six (106) hours in each bi-weekly pay period will be compensated at the employee's regular salary rate.

ARTICLE XII – SALARY:

Each position shall be assigned a salary range. An employee may advance annually within the salary range. An employee who receives an overall performance rating of "Satisfactory" or better from his/her supervisor shall be advanced a minimum of 5% each year up to the top of the range.

~~This MOU includes~~Effective the first full pay period following agreed-upon salary increases:

- ~~1. The City agrees to provide a five-March 21, 2018, the base rate of pay for all Members shall be increased by approximately two percent (5%) salary increase to all members of the Association effective the first pay period in September, 2007. The salary ranges for all positions in the Association will be updated accordingly. This salary increase was implemented accordingly.~~
- ~~2. The City agrees to provide a five-percent (5%) salary increase to all members of the Association effective the first pay period in September, 2008-2.0%) by moving each employee's base pay four (4) steps up on the City's salary grid. The salary ranges for all positions in the AssociationCFA will be updated accordingly. This salary increase was implemented accordingly.~~
- ~~3. The City agrees to provide a four-percent (4%) salary increase to all members of in the Association effective the first pay period in September, 2009. The City previously agreed to increase this salary increase to five percent (5%). The Association previously agreed to defer this salary increase to the first pay period in July, 2013. On January 1, 2012, the Association also agreed to reduce this salary increase to three percent (3%).~~
- ~~4. On June 5, 2013, the Association has again agreed to defer this three percent (3%) salary increase to the first pay period in July, 2015. The salary ranges for all positions in the Association will be updated accordingly by at least three percent (3%) by moving each employee's base pay six (6) Salary Grid Steps up.~~
- ~~5. The City agrees to provide a five-percent (5%) salary increase to all members of the Association effective the first pay period in September, 2010. The Association previously agreed to reduce this salary increase to four percent (4%). The Association also previously agreed to defer this salary increase to the first pay period in July, 2014. On June 5, 2013, the Association has again agreed to defer this four percent (4%) salary increase to the first pay period in July, 2016. The salary ranges for all positions in the Association will be updated accordingly by at least four percent (4%) by moving each employee's base pay eight (8) Salary Grid Steps up.~~
- ~~6. The City also agrees to increase the base pay for Tier 1, Tier II City's Position Library and Tier III employees by at least one and a half percent (1.5%) by moving each employee's base pay by three (3) Salary Grid Steps up effective October 19, 2013. The salary ranges for all positions in the Association will be updated accordingly. Compensation Plan.~~

~~Effective the first full pay period in July of 2011 and continuing for two (2) years, employees in the classification of Captain shall have a two and one-half percent (2.5%) base salary reduction. This salary reduction shall be reinstated the first full pay period in July of 2013.~~

The City agrees that any new net increases in salary or benefits to other bargaining groups which occur during the term of this memorandum of understanding expiring on June 30, ~~2017~~2020, other than step increases or contractual agreements currently in place as of the date of this agreement, may trigger a reopener by either CFA or Management. Additionally, during the term of this agreement, any change in the economy which generates increased revenues resulting in significant and continuous projected net savings to the General Fund may trigger a reopener by either CFA or Management.

~~As used in this MOU, "Salary Grid Steps" means those salary grid steps which are used for payroll purposes and which are each valued at one-half of a percent (.50%).~~

~~The increases in the Salary Grid Steps discussed herein are further documented in Schedule "S" (Salary Schedule) attached hereto and incorporated herein by reference.~~

Section 12.1 – Compaction:

The City agrees that the salary range differential between Firefighters and Fire Engineers will be twenty-five (25) steps (generally considered to be 12.5%) and that the salary range for Fire Captains will at all times be greater than the highest paid non-supervisory Fire position, (Firefighters, Fire Engineers), by at least forty (40) steps (generally considered to be 20%) exclusive of assignment compensation. The salary range for Firefighter/Paramedic shall be the same as the salary range for Fire Engineer.

The City also agrees that the salary range for the Deputy Fire Marshal will at all times be greater than the highest paid non-supervisory employee whom they supervise by at least 5% exclusive of assignment compensation (base pay only).

Compaction is a comparison of range-to-range involving two positions rather than a comparison of a particular pay step of a particular Association member and that of his or her non-supervisory subordinate. Compaction relief shall be granted at the time compaction occurs.

It is further agreed that compaction relief is clarified by stating that compaction will not result from certification bonuses, assignment pay or anything other than base pay as defined in the City's Assignment of Personnel Classes to Salary Ranges.

Section 12.2 – Comparable Cities:

The City hereby modifies the salary policy of the City of Corona to define "Prevailing Rate" as "that average rate of pay for comparing agencies that takes into account the total compensation paid to or on behalf of the employee," and is not just a comparison of the salary alone.

Comparable cities to be used in the calculation of the total compensation figures are: Arcadia, Brea, Colton, Ontario, Palm Springs, Rancho Cucamonga, Redlands, Rialto, Riverside, and Upland.

Historically, adjustments have been made with the intent of keeping the Association's total compensation at a position equal to, but not more than, the average total compensation of the top four comparable cities. The purpose of these adjustments has been to ensure that members of the Association retain a competitive position in the labor market. It continues to be the goal of the City and the Association that

members receive a competitive level of total compensation, however, any adjustments based on the results of the comparable city survey must be agreed to by both parties.

~~Prior to conducting the next salary survey at the end of this agreement, parties agree to meet and reevaluate the components of the salary survey. The City and CFA shall endeavor in good faith to negotiate a side-letter to clarify this Section 12.2 by June 30, 2018.~~

ARTICLE XIII – SPECIAL COMPENSATION:

The City agrees to the following special compensation conditions:

Section 13.1 – Acting Pay:

Section 13.1.1 – Acting Fire Engineer:

A Firefighter ~~or a Firefighter/Paramedic~~ assigned to an Acting Fire Engineer position shall be paid an additional 5% at all times while working as an Acting Fire Engineer.

Section 13.1.2 – Acting Fire Captain:

Any member assigned to an Acting Fire Captain position shall be paid an additional 5% at all times while working as an Acting Fire Captain.

Section 13.1.3 – Acting Battalion Chief:

A Fire Captain assigned to an Acting Battalion Chief position shall be paid an additional 17.5% at all times while working as an Acting Battalion Chief.

Section 13.1.~~24~~ – Acting Fire Marshal:

A Deputy Fire Marshal assigned to an Acting Fire Marshal position shall be paid an additional 5% at all times while working as an Acting Fire Marshal.

Section 13.1.5 – Acting 40-Hour Positions:

A Firefighter assigned to an Acting 40-Hour Firefighter position shall be paid an additional 15% at all times while working as an Acting 40-Hour Firefighter, which assignment shall not exceed 12 weeks.

A Firefighter/Paramedic assigned to an Acting 40-Hour Firefighter/Paramedic position shall be paid an additional 15% at all times while working as an Acting 40-Hour Firefighter/Paramedic, which assignment shall not exceed 12 weeks.

A Fire Engineer assigned to an Acting 40-Hour Fire Engineer position shall be paid an additional 15% at all times while working as an Acting 40-Hour Fire Engineer, which assignment shall not exceed 12 weeks.

A Fire Captain assigned to an Acting 40-Hour Fire Captain position shall be paid an additional 15% at all times while working as an Acting 40-Hour Fire Captain, which assignment shall not exceed 12 weeks.

Section 13.2 – 40-Hour Positions; Hazardous Materials Assignment Pay:

Section 13.2.1 – Forty40-Hour AssignmentsPositions:

Effective July 1, 2013, the City agrees to pay an additional 15% above base pay ("Forty-Hour Assignment Pay") to employees working in the positions of Firefighter, Engineer, and Captain when those positions receive 40-hour per week assignments on a regular basis, probationary basis, or as a modified duty accommodation resulting from a work-related injury or illness. Additionally, due to the deferral of such additional payments based upon an audit finding on March 15, 2017, a retroactive payment shall be made to those employees who qualified for such additional payments on or after March 15, 2017. Notwithstanding anything in this MOU to the contrary, effective July 1, 2017, ~~Forty~~the first full pay period following March 21, 2018, when a 40-Hour Fire Captain, 40-Hour Assignment Pay shall not be paid to an employee who ~~Fire Engineer, 40-Hour Firefighter or 40-Hour Firefighter/Paramedic~~ is ~~absent~~working in a modified duty accommodation resulting from ~~duty due to a work-related~~a nonindustrial injury, or illness and is receiving pay pursuant to Section 4850 of the California Labor Code, using accrued annual leave while absent from duty related to a nonindustrial injury or illness under FMLA/CFRA, or on an unprotected leave of absence. ~~[6/21/17 Side Letter], that employee shall be paid at the equivalent compensation step that the employee would be at for the 56-hour position that corresponds to the employee's 40-hour position, which equivalent step is determined by moving the employee's base rate of pay thirty (30) steps down on the City's salary grid. For example, a 40-Hour Fire Captain who is paid at compensation step 543 on the City's salary grid shall be paid as a Fire Captain at compensation step 513 when working in a modified duty accommodation resulting from a nonindustrial injury, or is using accrued annual leave while absent from duty related to a nonindustrial injury or illness under FMLA/CFRA or on an unprotected leave of absence.~~

Section 13.2.2 – Hazardous Materials AssignmentsAssignment Pay:

The City will pay an additional 5% over the base rate toEffective the first full pay period following March 21, 2018, members of the Association who are certified with the state as Hazardous Materials Technicians or higher and are assigned to the Hazardous Materials Unit. ~~Additionally, members shall receive additional compensation as follows:~~

<u>Per Pay Period</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
<u>\$219.19</u>	<u>\$474.92</u>	<u>\$5,699.00</u>

If a Member who is certified with the state as Hazardous Materials Technicians or higher is assigned to the Hazardous Materials Unit for less than a full month, the monthly amount shall be pro-rated accordingly. Members of the Association certified as Hazardous Materials Technicians or higher, but assigned elsewhere, shall receive a per diem rate of \$50 when called upon to assist on a hazardous materials incident or to cover on the Hazardous Materials Unit to meet minimum staffing level for Hazardous Materials Technicians.

Section 13.3 – Standby Pay:

Standby time is defined as any time a member is assigned and is under such direction and control that he or she must respond to calls.

The City agrees to establish a Standby Pay policy for Fire Prevention Division employees designated and assigned as Investigators. Said Fire Prevention Division employees may include Fire Inspector I, Fire Inspector II, Deputy Fire Marshal, and Fire Marshal. They will be required to be available to receive emergency phone calls and respond to the needs of the City of Corona during periods outside their normal working hours.

Effective July 4, 2009, whenever Fire Prevention Division employees are required to work Standby on their off hours, they will be compensated with eight (8) hours of pay for each seven (7) day standby period. Compensation for Standby assignment will be at the “top” step of the salary range to which the employee is assigned.

Standby employees physically responding outside their normal working hours to locations for investigation purposes as assigned by a Corona Incident Commander or the Corona Fire Marshal or designee will be paid from the time the member leaves home and returns, at one and one-half times the employee’s regular salary rate, and for a minimum of two (2) hours for each incident requiring a round trip.

Section 13.4 – Longevity Pay:

Section 13.4.1 - Association Members Except Deputy Fire Chief~~or Tier I Battalion Chiefs:~~

Effective the first full pay period of July, 2013, in recognition of length of service to the City, the base salary of eligible employees who have been employed by the City for the length of time indicated below will be increased by the corresponding percentage indicated:

After five years of regular service* 2%
After ten years of regular service* 3%
After fifteen years of regular service* 4%
After twenty years of regular service* 5%

~~*As of the pay period of the employee’s anniversary date as a full-time benefited employee. To be eligible for such salary increase, all members must have received a minimum of a “satisfactory” on their most recent performance evaluation.~~

~~It is agreed that Longevity Pay for five years of service shall be included in the formula for calculating total compensation for salary surveys.~~

Section 13.4.2 - Deputy Fire Chief:

The City shall establish a longevity pay program for the Deputy Fire Chief, with an annual payment based upon years of service as of the 1st day of September as follows:

Years of Service

Five (5) but fewer than ten (10):	\$1,400.00
Ten (10) but fewer than fifteen (15):	\$1,600.00
Fifteen (15) but fewer than twenty (20):	\$1,800.00
Twenty (20) or more:	\$2,000.00

Longevity Pay shall be included with the formula utilized for the purposes of calculating total compensation under PERS. Payment shall be made on a non-regular payroll day, when feasible, during the first half of the month of September and in all cases prior to the end of September.

Tier I Battalion Chiefs:

~~In recognition of length of service to the City, the base salary of a Tier I Battalion Chief who has been employed by the City for twenty (20) years or more will be increased by three and one-half percent (3.5%) in lieu of the 20-year longevity pay described above. [4/5/17 Side Letter]~~

Section 13.5 – Certificate Pay:

~~Fire~~ Captains are eligible for a one-time payment of \$400 upon proof of attainment of a California certificate as a Fire Officer from the California State Fire Marshal.

Section 13.6 – ~~Spanish Language~~Bilingual Pay:

Effective ~~July 1, 2013, the City's established Spanish Language Pay program will be revised to adjust first full pay period following March 21, 2018, Members demonstrating the increase to base salary from 2.5% to 4%~~ability to both understand and effectively communicate in a language other than English that the City Manager has determined is necessary ~~for those eligible members the effective or efficient operation of the Association.~~City shall be paid additional compensation as follows:

<u>Per Pay Period</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
<u>\$145.19</u>	<u>\$314.58</u>	<u>\$3,775.00</u>

~~If a Member is approved for bilingual pay for less than a full month, the monthly amount shall be pro-rated accordingly.~~ To be eligible, an employee must meet the eligibility criteria of verbally utilizing Spanish ~~or any other language determined by the City Manager to be necessary for the effective or efficient operation of the City~~ while performing the duties of their job, demonstrate competence by passing a verbal examination administered by the Human Resources ~~Department~~Division and be certified by the Human Resources ~~Department~~Division.

13.7 – Uniform Allowance:

The City shall provide a quarterly Uniform Allowance of five hundred and fifty dollars (\$550.00) for Tier 1 Deputy Fire Chief.

~~13.8 – Battalion Chief Salary Differential:~~

~~The City will provide an additional seven and one-half percent (7.5%) salary differential over the base rate for the position of Battalion Chief, when the position receives 40-hour per week assignments on a regular basis or probationary basis.~~

~~13.9~~13.8 – Working Out of Class:

When Battalion Chiefs and the Deputy Fire Chief are assigned to perform the tasks of a higher level position for more than forty (40) hours, not necessarily consecutively, they shall be paid at the "first" step of the higher position's salary range or seven and one-half percent (7.5%) more than their current base salary, whichever is greater, for the entire time served in the higher position, except that in no case shall the salary paid to the employee working out of class be higher than "top" step of the position being worked. Notwithstanding the foregoing, if the job description duties state that the Battalion Chief or the Deputy Fire Chief is "acting" in the absence of their supervisor, they do not qualify to receive out of class pay, unless that position is vacant and/or it is a long-term assignment in the discretion of the employee's supervisor and the City Manager. In such a case, the employee should be placed in the position in an "acting" capacity by memo and not be paid out of class.

~~13.109~~ – City Assigned Vehicle:

If the City Manager chooses to provide a City vehicle for the exclusive use of a Battalion Chief or Deputy Fire Chief, the City will maintain and provide fuel for the vehicle at the City's facilities. The vehicle shall not be operated by persons other than the assigned employee, except that other employees of the City may use the vehicle for official City business with the consent of the assigned employee. The City understands that since the employee will remain on-call at all times, the vehicle may be used for personal as well as official business; provided, however, the vehicle shall never be used for personal use outside of the seven Southern California counties consisting of San Bernardino, Riverside, Orange, Los Angeles, San Diego, Ventura and Santa Barbara. ~~[4/5/17 Side Letter]~~

ARTICLE XIV – PARAMEDIC PROGRAM:

Section 14.1 – ~~Compensation~~ / Primary Paramedic and Secondary Paramedic Requirements:

~~Effective July 1, 2011 the~~A Paramedic that meets the minimum staffing requirements shall be referred to as a "Primary Paramedic". ~~Primary Paramedics shall receive an additional 12.5% of base salary while so assigned. A Paramedic who is not assigned to a Primary Paramedic position shall be referred to as a "Secondary Paramedic".~~ In order to qualify for assignment as a Paramedic, an employee must meet all applicable federal, state and local licensure and certification requirements. ~~Effective January 1, 2014, the~~All current and future members who are licensed Paramedics shall be registered with Riverside County as accredited. The City shall provide all necessary continuing education, certifications, and state and local licensure fees for Primary Paramedics.

Section 14.2 – Secondary Paramedic Pay:

~~All current and future members who are licensed Paramedics shall be registered with Riverside County as accredited. All Paramedics not assigned to a Primary Paramedic position shall be referred to as a "Secondary Paramedic".~~Effective the first full pay period following March 21, 2018, Secondary Paramedics shall receive ~~an additional 5% of base salary~~compensation for maintaining their paramedic license- ~~as follows:~~

Per Pay Period	Monthly Amount	Annual Amount
\$205.58	\$445.42	\$5,345.00

~~If a Member is approved for secondary paramedic pay for less than a full month, the monthly amount shall be pro-rated accordingly.~~ Effective January 1, 2014, the City shall provide all necessary continuing education, certifications, and state and local licensure fees for Secondary Paramedics. In addition, ~~effective the first full pay period following March 21, 2018,~~ a Secondary Paramedic who is temporarily designated as the Primary Paramedic for periods exceeding one hour will receive an additional ~~7.5% of their base salary \$2.58 per hour~~ for the ~~entire shift period of time~~ that they are so designated. A temporary assignment for one hour or less will not ~~be~~ compensated.

Section 14.3 – Duration:

If the City in its sole discretion, is unable to, or elects for any reason not to, implement or continue with a Paramedic program, the terms and conditions set forth herein the MOU relating to the Paramedic program, shall be null and void.

Section 14.4 – Work Conditions:

It is the City's goal to staff all engine companies with a minimum of one Primary Paramedic, subject to operational needs as determined by the Fire Chief. ~~The City does not intend to create a separate job classification for the position of Firefighter – Paramedic.~~

Section 14.5 – Paramedic CQI Coordinator Pay:

The CFA member serving as a Paramedic CQI Coordinator shall receive ~~an additional 5% compensation for the period of their base salary time that the CFA member is serving in that capacity~~ as follows:

Per Pay Period	Monthly Amount	Annual Amount
\$230.00	\$498.33	\$5,980.00

~~If a Member is serving as a Paramedic CQI Coordinator for less than a full month, the monthly amount shall be pro-rated accordingly.~~

ARTICLE XV – WORK SCHEDULE:

~~Members of the Association work an average of a 56-hour work week on a 24-day cycle, utilizing a 4-4-6 schedule, calendar # 2003 ("4-4-6 Schedule"). Shift change shall occur daily at 0800 hours. Effective Friday May 19th, 2017 at 0800 hours, all Members assigned to an average of a 56-hour work week shall be assigned to the 48/96 work schedule (two shifts on followed by four shifts off) ("48/96 Schedule") for a one (1) year trial period until May 18, 2018. If, at the end of the one year trial period, the City Manager determines that the 48/96 Schedule results in additional operation costs or inefficiencies for the City when compared to the 4-4-6 Schedule, all Members assigned to an average of a 56-hour work week shall be assigned back to the 4-4-6 Schedule upon Ninety (90) days prior written notice to the Association. Additionally, at the end of the one year trial period, the Association membership will vote whether to continue the 48/96 Schedule or return to the 4-4-6 Schedule. The required percentage of membership votes to keep the 48/96 Schedule upon completion of the 1-year trial period will be a simple majority vote. The Association shall notify the City in writing of the results of the vote. In the event that the Association membership votes to return to the 4-4-6 Schedule, all Members assigned to the average of a 56-hour work week shall be assigned back to the 4-4-6 Schedule within Ninety (90) days of receipt of written notice from the Association. In the event the City Manager determines that it is necessary to return to the 4-4-6 Schedule as provided above, all Members assigned to an average of a 56-hour work week shall be assigned back to the 4-4-6 Schedule regardless of the Association membership vote. Otherwise, the Association membership will vote whether to continue the 48/96 Schedule or return to the 4-4-6 Schedule will control. So long as the 48/96 Schedule is in effect, if 48/96 work schedule (two shifts on followed by four shifts off) ("48/96 Schedule"). If the shift schedule for a particular calendar year shows that the same shift would be scheduled to work on December 24th and 25th during that calendar year, the shift scheduled to work on December 23rd will instead work on December 24th, and the shift scheduled to work on December 24th will instead work on December 23rd. Safety personnel assigned to a non-suppression work schedule will work a regular 40-hour work week. [12/7/16 Side Letter]~~

Section 15.1 – Platoon Re-Assignments:

The City agrees that Association members have a legitimate concern that platoon re-assignments or shift changes be made known as soon as possible in order to arrange vacation schedules and other personal business. The City will release the platoon re-assignment or shift change list to all members of the Association at least fifteen (15) days prior to any implementation.

Section 15.2 – Assignment for Coverage:

When a member of the Association is covered due to Annual Leave, on-the-job injury / illness, short-term special assignment, training assignment, or approved absences under Corona Administrative Policy 200.17, it will be with an Association member of the same rank. The following exceptions apply:

1. The City may use acting positions or qualified personnel of a higher rank during emergency recalls.
2. Long-term situations (special assignments in excess of one pay period or training assignments in excess of five (5) working days) shall be considered on a case by case basis. A mutually agreed upon method of coverage will be utilized.

Section 15.3 – Retirement Impacts:

The City agrees that any suppression vacancies created as a result of retirements through December 31, 2011, will only be filled using overtime and "acting" appointments. The Fire Chief will have sole discretion

over selecting personnel for acting appointments and those appointments will be memorialized by the Chief in writing. The Fire Chief and the CFA shall ensure that the assignment of acting positions does not infringe upon the provisions in the current MOU related to “planned vacancies” in ~~Article 15~~, Section 15.4.

Section 15.4 – Planned Position Vacancy:

The Fire Department recognizes that planned vacancies provide a significant cost savings. The City agrees that under normal conditions the number of planned vacancies will be the equivalent to the staffing of one full Engine Company per shift. These planned vacancies will be achieved through attrition and will be filled with constant staffing by suppression personnel. In the event that the City is required to reduce its workforce in the form of layoffs, priority will be given to retain those positions that are filled over the aforementioned planned vacancy positions.

Section 15.5 – Professional Clause:

The City agrees that no on-duty personnel shall be required to perform tasks that are normally done by construction or other trade personnel. This prohibition shall not preclude Fire Department personnel from voluntarily performing said tasks for hire while off-duty.

Section 15.6 – Station Transfer / Bid System:

The City agrees to provide a clear, consistent and fair method for operational staffing utilizing a seniority-based bid system. The fire department shall maintain a “Bid System” Policy that clearly identifies the details of the bid system. This policy shall be reviewed at least annually by the Fire Department Labor/Management Steering Committee with any changes mutually agreed upon by both Fire Department Management and the CFA.

Section 15.7 – Minimum Staffing:

- A. The Fire Department will continue the minimum staffing level of on-duty personnel as follows. Engine companies (1-~~Fire~~ Captain, 1-~~Fire~~ Engineer, 2- Firefighters), which will be four personnel; a minimum of one person will be certified as a Primary Paramedic. Truck/Ladder Companies will also be staffed with 4 personnel (1-~~Fire~~ Captain, 1-~~Fire~~ Engineer, 2- Firefighters) with a total of 36 shift personnel per shift. All personnel are to be “Sworn Fire Suppression Personnel,” excluding employees in the classification of Fire Battalion Chief and above.
- B. This minimum staffing will be adjusted automatically as new fire stations and apparatus are added. A fire station will have a minimum of one company staffed with 4 personnel.
- C. In the event of a disaster, the staffing is suspended. In the event of an “Emergency Recall,” companies may be staffed with any “Sworn Fire Suppression Personnel”.

D. On January 1, 2012, the minimum daily staffing may be dropped to 34 shift personnel. This would be accomplished by down staffing a Truck/Ladder company to a "Squad Company." The minimum staffing of a "Squad Company," shall be a minimum of (1- [Fire](#) Engineer, 1- Firefighter). When a Ladder/Truck company is reinstated it shall be staffed with 4 personnel. This will bring the minimum daily staffing to 36 shift personnel.

E. Acting positions may be used as outlined in Section 15.2 of this MOU.

Effective as of September 1, 2009, during normal daily operations, the City agrees that each Engine and Ladder Company shall be staffed with a minimum of 4 suppression personnel. Daily staffing for an Engine Company shall include one [Fire](#) Captain, one [Fire](#) Engineer, and two Firefighters, one of which shall be a licensed and accredited Primary Paramedic. Daily staffing for a Ladder Company shall include one [Fire](#) Captain, one [Fire](#) Engineer and two Firefighters. The City Manager and the Fire Chief reserve the right to adjust these staffing levels on a temporary basis during unusual or emergency circumstances if it is in the best interest of the Community and Fire Department.

Section 15.8 – Meals:

All employees on each shift at each station shall attend an organized mess at the station for consumption of meals. Employees shall contribute in equal shares for the cost of such meals. The Department shall not be responsible in any manner for the cost of such meals, for the preparation thereof, for the collection of any funds or for any other costs in connection with this Section.

ARTICLE XVI – PRIOR AND EXISTING CONDITIONS:

Except as herein modified, there shall be no change in wages, hours, working conditions or previously agreed-to rights, obligations and relationships expressed in previous Memorandum of Understanding and all rights, privileges, benefits and terms and conditions of employment and the obligations between the parties as of the date of this Memorandum which are not specifically set forth, shall remain in full force, unchanged and unaffected, during the term of this agreement unless change by mutual consent.

Section 16.1 – Constitutionality:

If any Article or Section of this agreement, or any addition thereto, should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal or office, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 16.2 – Re-Opener Clause and Continuation of Benefits:

The parties agree that each has had full unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of meeting and conferring. This MOU constitutes the full and complete agreement of the parties and there are no other, oral or written, except as herein contained. However, each party may seek the mutual cooperation of the other party in meet-and-confer regarding wages, hours and other terms and conditions of employment.

The matters contained within this Memorandum will be effective upon acceptance by the City Council unless otherwise noted herein.

Section 16.3 – Term of Agreement:

The City and Association agree ~~to amend that the existing contract scheduled to expire term of this MOU shall be from March 21, 2018 to June 30, 2015. The amended contract termination date will be June 30, 2017-2020.~~ In the event agreement is not made for a new MOU prior to June 30, 2017-2020, the provisions of the amended MOU shall remain in force until the successor MOU is approved.

ARTICLE XVII – AGREEMENT TO MAINTAIN A “LIVING DOCUMENT”:

The parties recognize that revisions to this MOU may be desirable during the term of the MOU. Accordingly, upon mutual agreement, in writing, the parties may revise the MOU as provided herein. The City Manager may approve revisions to the MOU on behalf of the City in the areas specified below, provided that any funds required to implement the revision(s) are within existing budget allocations. All other revisions must be approved by the City Council.

1. Access to, and use of, City facilities to the extent such use or access is consistent with the City Manager's general authority to grant access or use to City facilities;
2. Disciplinary and grievance procedures, so long as the revisions are consistent with the disciplinary and grievance procedures set forth in the Municipal Code or in resolutions or other documents approved by the City Council;
3. Employee Training, excluding adjustments in the amount of hours available for association training;
4. Tuition Reimbursement policies, excluding changes to the Plan approved by the City Council or to the maximum allowable reimbursement amount;
5. Layoff procedures, excluding the establishment of, or changes in existing provisions for, severance pay and benefits;
6. Determination of classifications eligible for shift differential pay, stand by pay, hazard pay, call out pay, assignment pay, uniform allowance and other special or premium pay components (note that this excludes adjustments to pay amounts, accrual amounts, usage requirements, and buy-back or cash-out amounts);
7. Changes in classifications, including reclassifications;
8. Procedures and standards for performance evaluations; and,
9. Out-of-class assignments.

The parties agree that revisions made under this section do not signify a reopener of the MOU, nor do they require a formal meet and confer process. In addition, the parties agree that nothing stated herein shall be used to limit or diminish the City's management rights as otherwise stated in this MOU, the municipal code, or other relevant provisions of state or local laws, rules or regulations.

ARTICLE XVIII – MANAGEMENT RIGHTS:

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects subject to this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not specifically and expressly modified by specific provisions of this Memorandum of Understanding, and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure.

The exclusive rights of the City shall include, but not be limited to: the right to determine the organization of the City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operation; to establish and effect administrative regulations and Employment Rules and Regulations consistent with law and the specific provisions of this Memorandum to direct its employees; to take disciplinary action for just cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to determine whether goods or services shall be made, purchased, or contracted for; to determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.

SIGNATURES:

Date: _____

Darrell Talbert
Employee Relations Officer
City Manager

Date: _____

Kerry Eden
Assistant City Manager / Administrative
Services Director

Date: _____

Trevor Walsh
Association President