

Memorandum of Understanding

Roseville Firefighters, Local 1592 and City of Roseville



Term of Agreement:

January 1, 2022 – December 31, 2025



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MEMORANDUM OF UNDERSTANDING

CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding (MOU) relates to issues within the scope of representation existing between the CITY OF ROSEVILLE, CALIFORNIA, (City) and the ROSEVILLE FIREFIGHTERS, LOCAL 1592, (Union or RFF) and those employees occupying the classes listed in Appendix "A", attached hereto and incorporated herein by this reference.

ARTICLE II. STATE LAW COMPLIANCE

This MOU complies with the provisions of Section 3500 et seq. of the Government Code of the State of California, and Chapter 3.17 of Roseville Municipal Code in that the Employer and Employee representatives who have executed this MOU did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

ARTICLE III. RECOGNITION

The City hereby confirms its prior certification of the Union as the recognized employee organization for the employees in the Fire Department Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

ARTICLE IV. CITY COUNCIL APPROVAL

It is the mutual understanding of the parties that this MOU is of no force or effect until submitted to, and approved by, the City Council.

ARTICLE V. CONTINUATION OF BENEFITS

Except as otherwise provided herein, this MOU does not modify existing benefits contained in the current salary resolution and other compensation benefits, or in the Personnel Rules (Roseville Municipal Code Title 3). Such benefits remain unmodified and shall continue in full force and effect throughout the term of this MOU.

ARTICLE VI. TERMS OF UNDERSTANDING

This MOU incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This MOU shall be effective as of January 1, 2022, and shall expire December 31, 2025. Should either party desire to commence the Meet and Confer process for the next subsequent MOU, they shall notify the other in writing no earlier than one hundred and twenty (120) calendar days prior to the expiration date of this MOU, and the Meet and Confer process shall begin no later than ninety (90) calendar days prior to the expiration date of this MOU.

ARTICLE VII. VALIDITY OF MOU

Should any article, section, or portion thereof of this MOU be held unlawful or unenforceable by any court of competent jurisdiction, including the California Public Employment Relations Board (PERB) such decision of the court shall only apply to the specific article, section, or portion thereof directly specified in the decision, and the remainder of this MOU shall not be affected thereby and shall continue in full force and effect.

ARTICLE VIII. MANAGEMENT RIGHTS

- A. To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this MOU shall be construed to require the City to negotiate on matters which are solely a function of management, or are discretionary management decisions and/or prerogatives as defined by applicable decisional law, including but not limited to the following:
1. To manage the City generally and to determine the issues of policy.
 2. To determine the existence of facts which are the basis of management decisions.
 3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.
 4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
 5. To determine methods of financing.
 6. To determine types of equipment or technology to be used.
 7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which City operations are to be conducted.
 8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City, except where such contracts for service would be for the purpose of work force reductions.
 9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith consultation.
 10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
 11. To establish and modify productivity and performance programs and standards.
 12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
 13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees in accordance with applicable policies and codes of the City.

14. To hire, transfer, promote, and demote employees for nondisciplinary reasons in accordance with applicable policies and codes of the City.
 15. To determine policies, procedures, and standards for selection, training, and promotion of employees in accordance with applicable policies and codes of the City.
 16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
 17. To maintain order and efficiency in City facilities and operations.
 18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City which are not in contravention of the Personnel Rules and Regulations or this MOU.
 19. To restrict the activity of an employee organization on City facilities not accessible to the public or on paid time except as set forth in this MOU.
 20. To take any and all necessary action to carry out the mission of the City in emergencies.
 21. To take any and all necessary actions to comply with the law.
- B. Management agrees to utilize the Labor-Management Alliance Committee to discuss operational issues not bound by the meet and confer process.
- C. No neutral third party, including the Personnel Board, shall have the authority to add, delete or otherwise modify any provision of these management rights, authorities, or functions, but shall be limited to matters of interpretation only.
- D. Nothing in this Article is intended to limit the scope of bargaining as between the City and RFF in accordance with the MMBA, nor shall this Article limit the right of the RFF under the MMBA to bargain over the impacts of any changes made by the City if those changes impact the terms and conditions of employment.
- E. The management rights shall not remove or limit the right of any classified employee to exercise grievance procedures.

CHAPTER 2. COMPENSATION

ARTICLE I. SALARIES

A. Salaries

1) Labor Market Adjustments -

Effective January 15, 2022, the following salary increases shall be implemented for employees in the classifications listed below:

Classification	A Schedule	B Schedule
Fire Engineer	5.93%	5.93%
Firefighter Paramedic	5.93%	5.93%
Fire Captain	3.0%	4.12%
Fire and Environmental Safety Inspector II	3.0%	4.96%
Fire and Environmental Safety Inspector I	3.0%	4.96%
Fire and Environmental Inspection Supervisor	3.0%	4.96%

2) Labor Market Adjustments-

Effective the first full pay period in January 2023, the same benchmark job classifications used in the 2020 Total Compensation Study will be studied in 2022, except the Firefighter Paramedic will be the benchmark job classification for the safety classes and the parties agree to review the percentage differential between the Fire and Environmental Inspection Supervisor and the Fire and Environmental Safety Inspector II salary range. The effective date of the Total Compensation Study survey data is July 1, 2022. In addition, the parties agree to internally align the base pay of the Fire Engineer Classification at 2.5% above the base pay of the Firefighter Paramedic and the Fire Captain at 5% above the base pay of the Fire Engineer.

Except as stated in the paragraph above and included with the language change for Article VI Education Incentive, Special Pay Section E, the Total Compensation Study will use the agencies provided in Appendix "B" for comparison and will be based on the same salary, benefit elements and methodology used in the 2020 Total Compensation Study for each classification, which include:

- Minimum Base Salary
- Maximum Base Salary
- Employee's Portion of PERS Paid by the Employer (%)
- Employee's Portion of PERS Paid by the Employer
- Deferred Compensation
- Longevity Pay (Year 10)
- Maximum Education/Certification Pay
- Education/Certification Pay Notes
- Cafeteria Plan
- Health (Most Expensive Plan)
- Dental
- Vision
- Life Insurance
- Long-Term Disability Insurance
- Retiree Health Savings Account (RHSA)
- Social Security/Medi-Care
- Employee Contributions Towards RHSA
- Employer Portion of Retirement Paid by the Employee

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to RFF for comments and to review for accuracy no later than October 14, 2022. The RFF will provide any comments regarding the accuracy of the Total Compensation Survey no later than October 28, 2022. The City will provide a Salary Increase for each classification falling below the total compensation 55th percentile by an amount to match the market 55th percentile. Salary increases, if applicable, for the surveyed classifications that are behind the market 55th percentile, and their related internal relationships, will be implemented in the first full pay period in January 2023 for Salary Schedule B and Salary Schedule A.

3) **General Wage Increase** –

Effective the first full pay period in January 2024, the Roseville Firefighters' classes listed in Appendix "A" shall be increased by two and one half percent (2.5%) of "base" salary on both Salary Schedule A and Salary Schedule B. To address compaction, the parties agree to also internally align the base pay of the Fire Captain at 7.5% above the Fire Engineer base pay.

4) **Labor Market Adjustments** –

Effective the first full pay period in January 2025, the same benchmark job classifications used in the 2024. Total Compensation Study will be studied in 2024. The effective date of the Total Compensation Study survey data is July 1, 2024. In addition, the parties agree to maintain the internal alignment of the base pay of the Fire Engineer Classification at 2.5% above the base pay of the Firefighter Paramedic and adjust the Fire Captain base pay to be 9% above the Fire Engineer base pay.

Except as stated in the paragraph above, the Total Compensation Study will use the agencies provided in Appendix "B" for comparison and will be based on the same salary, benefit elements and methodology used in the 2022 Total Compensation Study for each classification, which include:

- Minimum Base Salary
- Maximum Base Salary
- Employee's Portion of PERS Paid by the Employer (%)
- Employee's Portion of PERS Paid by the Employer
- Deferred Compensation
- Longevity Pay (Year 10)
- Maximum Education/Certification Pay
- Education/Certification Pay Notes
- Cafeteria Plan
- Health (Most Expensive Plan)
- Dental
- Vision
- Life Insurance
- Long-Term Disability Insurance
- Retiree Health Savings Account (RHSA)
- Social Security/Medi-Care
- Employee Contributions Towards RHSA
- Employer Portion of Retirement Paid by the Employee

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to RFF for comments and to review for accuracy no later than October 14, 2024. The RFF will provide any comments regarding the accuracy of the Total Compensation Survey no later than October 28, 2024. The City will provide a Salary Increase in the first full pay period in January 2025 for each classification falling below

the total compensation 55th percentile by an amount to match the market 55th percentile for Salary Schedule B and Salary Schedule A.

B. Salary Schedule B Salary Ranges – Reduce from 10 steps to 9 steps

Effective January 15, 2022, the Schedule B salary ranges will be reduced from 10 steps to 9 steps, using the same top salary step, establishing 3 percent between salary steps, except creating a new entry salary step that is 4.7% below the new step B.

C. Annual Merit Step Increases

Effective January 7, 2017 the City created a second salary schedule (B) which will apply to new hires for all listed classifications in the bargaining unit. For purposes of this provision, any employee who was initially hired before January 7, 2017 that had a break in City service and was rehired after January 7, 2017 will be deemed a newly hired employee under this provision.

D. Merit Step Increase When Hired at Step A

Effective the first full pay period in January or upon City Council approval, whichever is sooner, this section supersedes Personnel Rule 3.11.030 C (1) only where salary Step A is paid upon initial employment, the employee shall become eligible for advancement to Step B upon their anniversary date, based on demonstrated satisfactory job progress and normal increased productivity. No salary step advancement shall be granted unless recommended by the department head and approved by the City Manager.

E. All Employees Hired prior to January 1, 2017

Effective the first full pay period in January 2017, all employees hired before January 1, 2017 will remain on the current salary schedule (A) for all listed classifications in the bargaining unit. All such employees will continue on this salary schedule when promoted or transferred to other classifications within the bargaining unit.

F. City may reopen the economic terms and conditions of the MOU if any of the following occur:

1. General Fund revenue declines, or is projected to decline, by two percent (2%) or more in one year or one percent (1%) per year over two years. The contract can be reopened only after: a) closing out the previous fiscal year, b) receiving County property tax projections for the current fiscal year, and c) the Finance Department revising revenue projections for the current fiscal year based on a) and b).
2. General Fund expenses increase by two percent (2%) or more, with no offsetting increase in revenue, based on an unfunded mandate of the State of California or an agency of the State.
3. The Roseville electorate, by local ballot initiative, approves a limitation to the salaries of Roseville management employees.

G. Any employee who is promoted to a position in a class with a higher salary range shall be placed in the step in the new higher range which is at least a ten percent (10%) increase over the employee's current salary step. In the event that the top step in the new range is less than ten percent (10%) the employee will then be assigned to the top step in the new salary range.

ARTICLE II. OVERTIME

- A. Overtime work may be required of any employee in order to meet special or unusual service needs that are beneficial to the City and community. Overtime is defined as the number of hours worked in excess, and as an extension, of the normal schedule of work hours as illustrated below:

	<u>Employee Work Schedule</u>	<u>Overtime</u>
1.	Eight hours per day, and forty hours per week (5/8 plan)	Over eight hours per day five days per week
2.	Ten hours per day, four days per week (4/10 plan)	Over ten hours per day and forty hours/week
3.	Twenty-four hours per shift (56 hour workweek)	Over twenty-four hours per shift. For shift extensions (see subsection E)
4.	A flex-time schedule approved by the City manager in writing	Over the prescribed hours per day and forty hours/week

- B. Overtime in excess of eight (8) minutes or more shall be compensable and shall be rounded to the nearest fifteen (15) minutes.

- C. Overtime shall be compensable at the rate of one and one-half (1 ½) times the employee's base hourly rate except as noted in Subsection "E" of this section.

- D. Employees in the Fire Service who work a twenty-four (24) hour shift shall be compensated as follows for overtime worked:

1. **Emergency Overtime.** Emergency overtime shall be compensated at double the employee's normal hourly rate. "Emergency Overtime" is defined as those calls in which the employee is called back to work on their normal day off to fight a fire, assist in a hazardous spill, assist at a major accident scene, or any emergency classified as an "All-Call."
2. **Regular Overtime.** Regular overtime shall be compensated at one and one-half (1 ½) the employee's normal hourly rate. "Regular Overtime" is defined to include all extra shift assignments, special assignments and other assignments not specifically mentioned in Subdivision 1 of this subsection. Emergency calls during an extra shift assignment shall be compensated at the regular overtime (one and one-half) rate.
3. **Shift Extension.** If an employee is called to work early or is worked beyond the employee's normal work shift, compensation for overtime shall be calculated in accordance with Subsection "C" of this section.
4. **Holidays, sick leave, compensatory time off, vacation leave and floating holidays** are considered time worked for the purposes of computing overtime. Fair Labor Standards Act (FLSA) computations (for 24 day work cycle) will not include holiday, sick leave, compensatory time off (CTO), vacation and/or floating holidays as time worked.
5. **Workers' Compensation leave, leave without pay requested by the employee, suspension or disciplinary action and a short week worked by a new employee** shall not be considered as time worked for the purpose of computing overtime.
6. **No employee may be required to work overtime during any scheduled work week in which that employee is on an unpaid status due to disciplinary action.**

- E. **Compensatory Time.** Compensatory Time shall be governed as follows:

Operations Staff

1. Subject to FLSA regulations, regular and probationary operations employees may, with the prior approval of their supervisor, accrue up to one hundred and forty-four (144) hours of compensatory time off in lieu of overtime pay. The accrual rate of compensatory time shall be at one and one-half (1½) times the hourly rate for each hour of compensatory time worked.
2. Maximum accumulation of compensatory time shall be reduced as follows:
 - a. Effective March 16, 2019, the maximum accumulation of CTO shall be one hundred twelve (112) hours;
 - b. Employees with CTO balances above the maximum cap on March 16, 2019 shall be allowed to maintain said balances but shall not be allowed to accrue additional CTO hours until their balance drops below the cap identified above that respective year.
3. Once an employee has been credited with compensatory time, one (1) time per year the employee may request to receive a lump sum payment at the straight time hourly rate for the hours accrued.
4. Compensatory time off hours which are not used by December 31 of each year will be cashed out.
5. The employee's immediate supervisor shall determine whether an employee shall accrue compensatory time or be paid overtime. However, the supervisor shall not deny the request for compensatory time for arbitrary or capricious reasons.

Prevention Staff

1. Regular and probationary prevention employees may, with the prior approval of their supervisor, accrue compensatory time off in lieu of overtime pay. The accrual rate of compensatory time shall be one and one half hour (1 ½) for each hour of compensatory time worked. Prevention staff are entitled to the annual lump sum cash out of a maximum of one hundred and forty-four (144) hours at straight time.
2. Upon separation the employee will be paid at the employee's current hourly rate or average of last three (3) years, whichever is higher, for the remaining compensatory balance.
3. Fire prevention employees may not exceed two hundred and forty (240) hours of CTO accumulation at any one time on the City's payroll system.
4. Maximum accumulation of compensatory time shall be reduced as follows:
 - a. Effective March 16, 2019, the maximum accumulation of CTO shall be one hundred twenty (120) hours;
 - b. Effective January 1, 2020, the maximum accumulation of CTO shall be one hundred (100) hours; and
 - c. Effective January 1, 2021, the maximum accumulation of CTO shall be eighty (80) hours.
 - d. Employees with CTO balances above the maximum cap on March 16, 2019 shall be allowed to maintain said balances but shall not be allowed to accrue additional CTO hours until their balance drops below the cap identified above that respective year.

- e. Employees at or below a CTO balance of 100 on March 16, 2019 shall be covered under subsection 9b of this Article and shall be capped at 100 hours. Employees at or below a CTO balance of 80 hours on March 16, 2019 shall be covered under subsection 9c of this Article and shall be capped at 80 hours.
5. The employee's immediate supervisor shall determine whether an employee shall accrue compensatory time or be paid overtime. However, the supervisor shall not deny the request for compensatory time for arbitrary or capricious reasons.
- F. Employees assigned to shift work in the Fire Department whose regular work schedule requires work on a holiday shall be compensated at their straight time hourly base rate of pay for performance of work on holidays.
 - G. Employees who are entitled to take holidays off work as holidays occur, and who are required to work on a holiday when they would otherwise observe the holiday off, shall be compensated by either of the following methods, the choice of which shall be made by the employee's supervisor in advance of such work:
 1. If an employee works the holiday and does not receive any other scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of regular pay plus time and one-half the employee's base hourly rate (for the actual number of hours worked on the holiday).
 2. If an employee works the holiday and receives another scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of time and one-half the employee's base hourly rate for the actual number of hours worked on the holiday. Under this option, the employee must be given another scheduled work day off within the period of five (5) working days before to five (5) working days after the worked holiday with corresponding notations upon appropriate payroll reports.

ARTICLE III. EMERGENCY WORK HOURS AND DUTY ASSIGNMENTS

(Refer to Section 3.12.040, Personnel Rules)

- A. Many classes of employment in City service are subject to routine or periodic emergency callback work as an inherent and integral part of their assigned job responsibilities in order to provide continuous public services deemed to be necessary and appropriate by the City manager. Classes and positions in City service subject to emergency work hours shall be designated by the City manager.
- B. Employees who occupy positions designated for emergency work hours, including callback, shall be required to keep the City apprised of a current telephone number where they can normally be reached during off-duty hours, and such employees shall be required to respond to such emergency work calls by the City within a reasonable amount of time, unless the employee is incapacitated or can give other just cause for not responding.

Employees may receive callback pay if fifteen (15) minutes have passed after the employee has been officially released from duty; anything less than fifteen (15) minutes shall be considered as a continuation of the previous call.
- C. All regular employees are entitled to a minimum call-back pay of two (2) hours at the appropriate overtime rate when said employee is required to return to work after leaving the worksite at the end of their scheduled work day or required to return to work on their scheduled day off. This provision does not apply when employees are required to work beyond their normal work day/shift without having been called to return to work.

ARTICLE IV. MEAL BREAK

The City agrees that any employee required to work at least two (2) hours beyond or prior to the employee's normal workshift shall be eligible for meals as provided below:

- A. Employees required to work between two (2) to four (4) extra hours shall be entitled to one (1) meal break.
- B. Employees required to work at least eight (8) extra hours shall be entitled to two (2) meal breaks.
- C. Employees required to work at least twelve (12) extra hours shall be entitled to three (3) meal breaks.
- D. In no event shall an employee be entitled to more than three (3) meal breaks in a given twenty-four (24) hour period.

Arrangements for meals shall be as follows:

- A. City may provide a meal by bringing food to the work site.
- B. City may allow the employee to go to a restaurant within district of the employee's own choice, during which time the employee shall be on paid time.
- C. If circumstance permit, the supervisor, in lieu of the options contained in paragraphs A and B, may authorize the employee to go home and consume a meal at no cost to the City for a period not to exceed one (1) hour.
- D. An employee may purchase food at a grocery store on the way to, or during, the overtime work shift.

ARTICLE V. WORKING OUT OF CLASS

The principle for paying employees for performing higher level job responsibilities due to operational necessity is based on such considerations as: the employee's ability and qualifications to perform at a higher level, whether the employee would be required to perform only routine or a significant range of the higher job responsibilities, and the length of time necessary for an employee to perform in a higher class.

The purpose of compensating employees for performing work in a higher class is to establish a system by which employees will continuously receive a pay rate comparable to those job factors that establish pay for each class of work in City service. Authorization for an assignment to work in a higher class requires approval by the employee's supervisor and the Operations Chief, except under emergency conditions.

The following conditions shall prevail as the definition and standards of compensation:

- A. In order to receive out of class pay, the employee must be formally assigned to the higher classification and such employee must have successfully passed a promotional/eligibility list process within the last two years in the absence of an active eligible list for the higher class with the following exception:

To meet the requirements of an emergency condition that threatens life, property, or the general welfare of the City, the City Manager may authorize the employment of such persons that meet the minimum qualifications, as may be needed for the period of the emergency, without regard to examination or appointment regulations in this MOU or the Personnel Rules.

- B. Employees are required to work at least one (1) hour in the higher class to receive the higher class pay and then for the nearest one-half (1/2) hour thereafter.
- C. Employees assigned to work in a higher class shall be compensated for the actual number of hours worked in the higher class as follows:

Pursuant to Roseville Municipal Code Section 3.07.080, no employee shall be required to perform duties which are not closely related both in kind of work and in level of responsibility to duties formerly assigned to positions in the class, except on a short-term, temporary, or emergency basis. However, if a supervisor assigns an employee to work out-of-class the employee shall be paid out of class pay equal to ten percent (10%) or top step of the higher class where there is not ten percent (10%) differential between the two classes.

Work periods in higher class assignments shall not apply toward seniority or time-in-class considerations for promotional or lay-off purposes as regards the higher class.

ARTICLE VI. EDUCATIONAL INCENTIVE

- A. Objectives:
 - 1. Maximum participation in educational programs, both occupational and academic.
 - 2. Enhance the Fire Service Profession:
 - a. Upgrade minimum standards.
 - b. Upgrade professional standards.
 - c. Upgrade competency.
 - 3. Encourage college graduates to enter the Fire Service.
 - 4. Recognize prior and future academic achievement.
 - 5. Recognize and remunerate for education.
 - 6. Create the ability to cope with unique social problems through education.
 - 7. Meet the challenges of today and tomorrow within the Fire Service.
- B. Employees shall receive the following monthly educational incentive payments in consideration of the prescribed standards of educational achievement as indicated below:
 - Associate of Arts or Science Degree from an accredited college or university
5% of base pay
 - Bachelor of Arts or Science Degree from an accredited college or university
10% of base pay

California State Fire Marshal Educational Incentives

Job classification	Current CSFM Certification	%	CSFM Historical Certification Track that continues to qualify for incentive pay
Captain	Company Officer Certificate	5%	Fire Officer Certificate if obtained prior to 12/31/16.
Fire Engineer	Fire Apparatus Driver/Operator Pump Apparatus Certificate	5%	Fire Apparatus Driver/Operator I Certificate or Fire Officer Certificate if obtained prior to 12/31/16.
Fire Fighter/Paramedic	Fire Fighter II Certificate	5%	Fire Officer Certificate if obtained prior to 12/31/16.
Fire and Environmental Inspection Supervisor	Fire Inspector I Certificate	5%	Fire Prevention Officer Certificate prior to 12/31/16.
Fire & Environmental Safety Inspector I/II	Fire Inspector I Certificate	5%	Fire Prevention Officer Certificate prior to 12/31/16.
Captains	Chief Fire Officer*	10%	Chief Officer Certification prior to 12/31/18.

*Chief Fire Officer incentive shall be allowed upon completion of required classes, task books and possession of an Associates Degree. The required "in seat time" found in the task books for Chief Fire Officer will be waived if a member completes all other tasks. The task books shall be signed by a qualified evaluator designated by the member's fire chief and holds an equivalent or higher-level certification. If no such evaluator is present, the fire chief shall designate an individual with more experience than the candidate and a demonstrated ability to execute the job performance requirements. It is the candidate's responsibility to routinely check the State Fire Training website for updates to an initiated task book. Any State Fire Training issued update or addendum is required for task book completion. A certification task book may have more than one evaluator.

Note: AA/AS and BA/BS degrees are not cumulative. College degrees can be combined with CSFM certificates to a maximum of fifteen percent (15%).

Upon promotion, a member will retain CSFM incentive pay from their prior rank during the probationary period. CSFM certificates listed above are not cumulative.

- C. Employees may not receive educational pay for both an AA degree and a BA/BS degree; only one qualifies for payment.
- D. Education incentive pay shall not be computed for payroll purposes such that the payment results in a supplement to base salary compensation, particularly where it would have a compounding wage effect upon overtime and acting assignments. Pursuant to the FLSA, education incentive pay shall be included in the regular rate of pay.

Special Pays

- E. All employees are assigned to the Hazardous Material Response Team (HMRT) who possess a valid California State hazardous materials technician or specialist certificate and shall receive two and one-half (2.5%) of base salary bi-weekly.
- F. Employees possessing a valid California State hazardous materials technician or specialist certificate who are assigned to the Task Force shall receive five percent (5%) of base pay bi-weekly.

Hazardous Material pay is at the Team or Task Force level and may not be compounded.

The City shall pay direct continuing education and recertification costs including annual training, fees, physical examinations and overtime for off-duty attendance up to a maximum of sixteen (16) hours annually. All expenses must be approved in advance by the employee's battalion chief. Assignments to the Task Force or Team will be at the discretion of fire management personnel in accordance with unit bidding policy.

The City has a goal of maintaining the HMRT at ten (10) qualified Team members per shift. However, this agreement in no way diminishes the City's right to determine the appropriate number of HMRT members.

In order to qualify for the hazardous materials certificate compensation, those employees assigned to the HMRT agree to:

Maintain the appropriate certification and Team membership until such time as replaced by another qualified technician/specialist; and,

Maintain requirements of hazardous materials physical as set forth by state law.

- G. Employees assigned to the Rescue Task Force shall receive no more than five percent (5%) of base salary bi-weekly.
- H. Employees possessing all requisite certificates to serve on the Rescue Task Force but not currently assigned shall receive no more than two and one-half (2.5%) of base salary bi-weekly.

ARTICLE VII. UNIFORM ALLOWANCE

Operations

- A. The City shall provide an annual uniform allowance of \$1000 per year. Such allowance shall be included in the bi-weekly payroll check and paid semi-annually with the first payment being paid with the last biweekly payroll check in July and the second with the last biweekly payroll check in December of each year.

Upon hire, new employees may request a one-time advance of the \$500 semi-annual uniform allowance payment. The advance shall be paid in the first bi-weekly payroll check after a written request from the employee has been received by the Human Resources Department. An employee who has received an advanced uniform allowance payment shall not receive the next semi-annual payment (e.g. an employee is hired on August 28th, the employee submits a request and receives a \$500 uniform allowance payment on the next pay check; the employee will not receive a \$500 uniform allowance payment included in the last check in December, but will receive a semi-annual uniform allowance payment in July.)

- B. This allowance will require the purchase, cleaning and maintenance of the following uniform items:

- Pants
- Short sleeve shirts
- Long sleeve shirts
- T-shirts with department logo
- Wildland boots
- Coat and jacket

Coat liner
Belt
Class A uniform

The department will provide one (1) Class A hat and tie upon hire.

- C. The Fire Chief, at his/her discretion, may change the uniform specifications of the department consistent with changing times, conditions, availability, and legal requirements. Uniform specifications will be on file in the Fire Department Administrative Office.
- D. Uniforms which are damaged in the line of duty shall be replaced by the department. Employees must report any uniform damaged in the line of duty to their supervisor immediately. The final determination as to the replacement of any uniforms damaged in the line of duty, is left to the sole discretion of the Fire Chief.
- E. The City shall provide all safety equipment including, steel tip duty boots, protective turnout clothing including turnout boots, wildland protective clothing, and badges.

Fire Prevention

(Fire and Environmental Inspection Supervisor, Fire and Environmental Safety Inspector I/II)

Clothing used by fire prevention staff (both Classic and PEPRA employees) in the performance of their duties shall be cleaned as part of the City's existing dry cleaning service. For Classic employees, the monetary value of the City's cost of cleaning clothing used in their assignment shall be reported as special compensation to CalPERS, up to a maximum value of \$300 per calendar year.

ARTICLE VIII. LONGEVITY PAY

In recognition of the substantial contribution to the community made by employees as a result of the length of their continuous City service, effective February 25, 2012, the City shall annually award each applicable employee longevity pay as indicated below.

<u>Length of Service</u>	<u>Longevity Pay</u>
Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year to completion of 19 th year	5.0% of base salary
Beginning of 20 th year and every year thereafter	7.5% of base salary

Longevity pay is not compounded and shall be included on each eligible employee's bi-weekly payroll. The longevity pay is to be considered as part of an employee's total compensation.

ARTICLE IX. SERVICE TERM BONUS

Employees hired on or after January 1, 2017, who receive a satisfactory or above annual performance review shall receive an annual lump sum performance bonus as follows:

<u>Service Term</u>	<u>Performance Bonus</u>
Beginning of 10th year to completion of 14th year	2.5% of the annual base salary

Beginning of 15th year and every year thereafter 5.0% of the annual base salary

The annual lump sum performance bonus shall be paid with the first full pay check in January each year based upon the base salary paid during the first full pay period in the previous November of each year.

ARTICLE X. EMERGENCY MEDICAL TECHNICIAN/PARAMEDIC

A. EMT

1. All employees in the unit hired after January 1, 1987, are required to maintain at a minimum a valid SSV EMT Certification Card as a condition of continued employment.
2. All employees in the unit who have a valid E.M.T. I certificate as of January 1, 1987, are required to maintain a valid SSV EMT Certification Card as a condition of continued employment. This provision does not apply to fire prevention employees.
3. As of January 1, 1987, all classification specifications in the unit were amended to require at a minimum a valid SSV EMT Certification Card. All applicants for promotion to a higher class must possess at a minimum a valid SSV EMT Certification Card to be eligible to compete in the examination process.
4. All truck qualified personnel and those at the rank of firefighter will possess at a minimum a valid SSV EMT Certification Card.
5. The City will provide SSV EMT recertification training as needed.

Recertification training will be scheduled, as much as possible, during working hours. However, if an employee cannot attend the training, the employee will arrange to make up the training either by shift trade or on the employee's time off. If training is made up on scheduled time off, no compensation whatsoever will be provided.

6. Regularly scheduled training, such as Self Contained Breathing Apparatus equipment, will be scheduled during working hours. If an employee is unable to attend the training, the employee is responsible for scheduling make up training either by shift trade or attendance at the next available session.

B. Paramedic

1. All employees in the Paramedic unit are required to maintain a valid Paramedic license as a condition of continued employment. The City shall pay for paramedics to attend up to two (2) CQI meetings, as well as direct continuing education and recertification costs including tuition and fees and overtime for off-duty attendance up to a maximum of twenty-four (24) hours annually. All expenses must be approved in advance by the employee's Battalion Chief and substantiated by a certificate of completion. Overtime compensation shall be for actual classroom hours only.
2. Employees in the classification of Fire Captain who possess a California paramedic license and who are accredited through the local EMS agency will be eligible for four percent (4%) paramedic incentive pay paid out in bi-weekly payments on the employee's regular paycheck. Effective the first full pay period in January 2023, Fire Captains who possess a California paramedic license and who are accredited through the local EMS agency will be eligible for five percent (5%) paramedic incentive pay paid out in bi-weekly

payments on the employee's regular paycheck. Proof of a valid license and accreditation will be required.

- a) Effective the first full pay period in January 2016, regular employees in the classification of Fire Captain are eligible for a four percent (4%) NWCG Engine Boss Certification Incentive pay. Effective the first full pay period in January 2023, regular employees in the classification of Fire Captain are eligible for a five percent (5%) NWCG Engine Boss Certification Incentive pay. Proof of a valid certification is required. However, any Fire Captain who receives the Paramedic Incentive pay is ineligible for the Engine Boss Certification Incentive pay.
 - b) Effective the first full pay period in October 2016, new or promoted regular employees in the classification of Fire Captain and Fire Captains not receiving Paramedic Incentive pay by this same date will not be eligible for the four percent (4%) Paramedic Incentive pay. Additionally, any Fire Captain who is receiving the Paramedic Incentive pay after the first full pay period in October 2016 and fails to maintain the license will no longer be eligible for it.
3. Employees in the classification of Fire Engineer who possess a California paramedic license and who are accredited through the local EMS agency will be eligible for five percent (5%) paramedic incentive pay paid out in bi-weekly payments on the employee's regular paycheck. Proof of a valid license and accreditation will be required.
 4. Fire Captains and Fire Engineers receiving this incentive pay will be expected to perform paramedic skills as necessary and in accordance with local EMS agency and Fire Department policy.

ARTICLE XI. STRIKE TEAM

- A. At the discretion of the Fire Chief, or on-duty Battalion Chief, individuals may be released for a minimum 12 hour paid rest period, as listed below:
 - Return 0700 – 1900 – released and return to work at 0700
 - Return 1900 or later – released and return to work at 1900 the following day
- B. Office of Emergency Services (OES) Deployments - Employees assigned to Office of Emergency Services' deployments (i.e., Strike Team Leader, Line EMT, Overhead or other recognized positions) shall receive a five percent (5%) differential for any reimbursable incident. The differential shall apply from the time of deployment to the employee's return from the deployment.

ARTICLE XII. PAY PERIOD - FLSA

The City will maintain a twenty-four (24) day FLSA pay period to coincide with the 48/96 work schedule. Salaries will continue to be paid bi-weekly. All regularly scheduled overtime shall be reported to CalPERS as special compensation under C.C.R § 571, pursuant to the Public Employee Retirement Law.

ARTICLE XIII. PAYROLL ERRORS

- A. In the event an error has been made in the payment of an employee's compensation (which may include, but is not limited to salary, overtime, payment or leave accruals), balances, or usages, City shall, for purposes of future compensation adjust such compensation to the correct amount, giving written notice to employee.

- B. In the event an employee received an overpayment or underpayment of wages, the City will provide documentation to the employee on the amount of overpayment or underpayment. Upon the written mutual agreement, between the City and the employee, one of the following repayment methods may be selected:
1. Lump sum payment by employee or employer;
 2. One-time deduction from usable vacation, compensatory time off (CTO), or holiday leave balances equivalent to the overpayment at the employee's current hourly rate;
 3. A repayment schedule through payroll adjustment; and/or
 4. Other means, as may be mutually agreed to between the parties.
- C. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the city pay period three (3) years prior to the date that either the City or the employee gives written notice to the other that a payment error has occurred.

ARTICLE XIV. MINIMUM STAFFING

Staffing shall be maintained at the following levels:

- | | |
|---------|--------------------------|
| Truck: | 1 Captain |
| | 1 Engineer |
| | 2 Firefighter/Paramedics |
| Engine: | 1 Captain |
| | 1 Engineer |
| | 1 Firefighter/Paramedic |

ARTICLE XV. SPECIAL COMPENSATION

All special compensation listed in Articles VI through X of this chapter shall be reported to CalPERS as special compensation under C.C.R § 571, pursuant to the Public Employee Retirement Law.

CHAPTER 3. LEAVES

ARTICLE I. VACATION LEAVE

The purpose of vacation leave is to provide eligible employees the opportunity to take paid time off from their job responsibilities in order to maintain a high standard of mental, emotional and physical conditioning.

- A. Eligibility. All employees in the classified service shall be entitled to annual vacation leave with pay. Each employee shall earn and accrue vacation hours pursuant to the accrual schedule as noted in subsection B. Exceptions to this provision shall only be granted in unusual circumstances substantiated by the department head in a recommendation to the City manager who may approve or disapprove such variances.
- B. Accrual. Except as noted below, each full-time classified employee shall earn and accrue vacation leave with pay as follows:

Service Category	Bi-weekly Accrual	Days/Year Equivalent	Maximum Hours
New employee to completion of 4 th year	3.693 hr	12 days (96 hours)	192
Start of 5 th yr to completion of 9 th year	4.615 hr	15 days (120 hours)	240
Start of 10 th yr to completion of 14 th yr	5.231 hr	17 days (135 hours)	272
Start of 15 th yr to completion of 19 th yr	5.846 hr	19 days (152 hours)	304
Start of 20 th yr and succeeding years	6.462 hr	21 days (168 hours)	336

Each full-time classified employee in the Fire Department working a twenty-four (24) hour shift shall accrue vacation leave with pay as follows:

Service Category	Bi-weekly Accrual	Days/Year Equivalent	Maximum Hours
New employee to completion of 4 th year	5.538 hr	6 shifts (144 hours)	288
Start of 5 th yr to completion of 9 th year	7.385 hr	8 shifts (192 hours)	384
Start of 10 th yr to completion of 14 th yr	8.308 hr	9 shifts (216 hours)	432
Start of 15 th yr to completion of 19 th yr	9.231 hr	10 shifts (240 hours)	480
Start of 20 th yr and succeeding years	10.154 hr	11 shifts (264 hours)	528

- As noted in subsection A, new employees shall earn vacation at the bi-weekly rate shown above from the hire date. Eligible employees shall advance to the next higher rate of accrual upon completion of the maximum number of years at the lower accrual rate, and shall begin to accrue at the higher rate at the start of their qualifying year. Part-time employees shall receive a pro-rated accrual.

2. Maximum accrual of vacation hours may not exceed twice the employee's annual accrual rate as specified above, and an employee will stop earning and accruing vacation hours while the employee's accrual remains at the maximum allowed under this Section B.
 3. One (1) month prior to the employee's anniversary date, the department head shall review the number of hours accrued by the employee. If the amount exceeds specified limits in Section B, the employee shall take the excess number of vacation hours up to a maximum of twenty (20) hours [thirty (30) hours for Firefighters] prior to the anniversary date or, if operational necessity will not permit taking such time, the employee may be paid the straight time hourly equivalent for up to twenty (20) hours [thirty (30) hours for Firefighters]. All hours in excess of twenty (20) hours [thirty (30) hours for Firefighters] shall be forfeited by the employee. Additionally, when excess vacation accrues during an employee's disability leave, jury duty, or military leave as provided in these rules, the employee shall be allowed to liquidate such excess accrual within thirty (30) calendar days following return to duty, by means of taking such time up to a maximum of twenty (20) hours [thirty (30) hours for Firefighters] or receiving the straight time hourly equivalent in compensation.
- C. Use. An employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of subsection B. The dates and amount of vacation selected by the employee shall be subject to approval of the department head. Vacation leave shall generally be taken in minimum increments of one (1) full workday/work shift, except that unusual, emergency, necessary and infrequent use of vacation leave may be granted in one (1) hour increments. In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing and the department head's approval.
- Seniority shall prevail in selection of first choice vacation, however there will be no bumping of junior personnel once the first choice is made.
1. First choice of vacation shall be submitted no later than March 31 of each year beginning with senior person on that shift.
 2. If an employee elects not to choose a time for a vacation by the deadline, the employee shall forfeit right of choice regardless of seniority.
 3. Holidays and other days off will be governed on a first-come, first-served basis. There will be a thirty (30) day grace period, no bumping, prior to the choice of day, or days, off.
- D. Holidays Within Vacation Leave. Except for shift personnel, holidays which occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.
- E. Probationary employees who are terminated during their probationary period shall receive compensation for accrued vacation

ARTICLE II. HOLIDAYS/SCHEDULING TIME OFF

- A. The following holidays shall be observed by the City with respect to all employees, except shift employees. City offices shall be closed on these days except as otherwise provided herein:

January 1st (New Year's Day)

The third Monday in January (Martin Luther King's Birthday)

The third Monday in February (Washington's Birthday)

The last Monday in May (Memorial Day)

July 4th (Independence Day)

The first Monday in September (Labor Day)

November 11th (Veteran's Day)

The day in November appointed by the President of the United States as Thanksgiving Day

The day immediately following Thanksgiving Day

December 25th (Christmas)

Sixteen (16) hours (floating holiday) to be taken any time during the calendar year by employees who have completed at least six (6) months probationary service (pro-rated for part time permanent employees). The number of floating holiday hours to be credited to a new employee hired after January 1 shall be pro-rated based on the number of full months employed during that year. Employees unable to complete six (6) months of probationary service prior to December 31 shall not accrue or be eligible for any floating holidays that year. The employees and the employees' supervisors shall jointly determine a convenient date to take such leave.

- B. Fire Department Shift employees shall receive seven (7) full paid holiday shifts per year, in advance on January 1. Employees must use a minimum of eight (8) hours of holiday with additional hours requested in one (1) hour increments up to twenty-four (24) hours.
- C. In lieu of holiday time off, shift employees may elect to receive straight salary for all shifts of earned and unused holiday credit within each calendar year. All holiday time to be converted to pay by an employee shall be in one-half shift increments.
- D. All holiday time off is subject to advance approval of the department head.
- E. Holiday hours which are not used by December 31 will be cashed out and paid at the employee's regular rate of pay.
- F. If an employee has taken more holidays in advance than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holidays taken in advance from the employee's final pay check.
- G. If an employee is on disability leave, jury leave, or military leave as provided in the Personnel Rules or this MOU, and the employee is thus unable to liquidate holiday hours, employees will be allowed to carry over such hours to the next year until they return to work. Employees must submit a timely request upon their return to work so that the hours are liquidated within thirty (30) days of their return to work. If a request is not submitted or is submitted too late to be considered, the hours will be forfeited. If a request is submitted and denied by the department, the employee will be paid for the hours at the straight time rate.

H. SCHEDULING TIME OFF

1. The following policy and procedures shall continue to be followed by shift personnel when scheduling leave. Positions on the leave calendar are referred to as "slots." The first, second, third, fourth, fifth, sixth, and seventh slots on the leave calendar are reserved for vacation (VAC), holiday (HOL), and compensatory time off (CTO). All other forms of leave start at the eighth slot and work down (seventh, etc.) from there. If there is a vacancy, or open position (OPN) on the shift due to promotions, retirements, or separations from the department, that vacancy will not occupy a slot. The Battalion Chief must authorize exceptions for unusual, emergency, necessary, or infrequent circumstances.
2. Notwithstanding paragraph 1 above, the number of slots (positions) on the leave calendar will be determined by the following:
 - a. Number of shift personnel per day x 20% = total number of slots per day
 - b. Any resulting decimal portion will be adjusted to the next whole number
 - c. For example, 22 shift personnel per day x 20% = 4.4; will be adjusted to 5 slots per day.
3. Shift personnel will not have any available slots on the calendar for the following holidays (including vacation or holiday leave):
 - a. Thanksgiving Day
 - b. Christmas Eve (December 24)
 - c. Christmas Day (December 25)

Shift employees listed in Appendix "A" who are scheduled to work on holidays will have the opportunity to find a replacement worker for the three (3) "special days" (Thanksgiving, Christmas Eve, and Christmas). It is the responsibility of the scheduled worker to fill his/her absence on the "special days". The replacement worker will be allowed to voluntarily work for the scheduled employee on a rank-for-rank basis.

4. Employees who are scheduled to work will have the opportunity to find a replacement worker for short-term CTO, vacation or holiday leave defined as one continuous leave per employee per day with a minimum of two (2) hours and a maximum of seven and three quarters (7.75) hours. Such leave shall not disrupt training or other scheduled activities and shall be approved by the appropriate Company Officer. It is the responsibility of the scheduled worker to fill his/her absence on this type of short-term leave. The replacement worker will be allowed to voluntarily work for the scheduled employee on a rank for rank basis.

ARTICLE III. SICK LEAVE (Refer to Section 3.12.070, Personnel Rules, except item J)

- A. Upon retirement from City service employees may receive a payoff and/or service credit for unused sick leave balances according to the table below Employees' leave will be converted to eight hour days (i.e 1200 hours = 150 days) for purposes of converting sick leave for payoff or sick leave credit reported to the California Public Employees' Retirement System (CalPERS) according to CalPERS procedures.
 1. Effective the first full pay period in January of 2017 , employees will receive payment for unused sick leave as follows:

<u>Non-24-Hour Shift</u> Number of Sick Leave Hours Accumulated		<u>24-Hour Shift</u> Number of Sick Leave Hours Accumulated		Percent of Compensation Given
	Max		Max	
1200 to	1600	1800 to	2400	70%
956 to	1199.99	1434 to	1799.99	60%
764 to	955.99	1146 to	1433.99	50%
572 to	763.99	858 to	1145.99	40%
380 to	571.99	570 to	857.99	30%
188 to	379.99	282 to	569.99	20%
0 to	187.99	0 to	281.99	0%

- B. Represented 24-hour shift employees who maintain a balance of four hundred and thirty-two (432) hours in sick leave accruals will be allowed to convert forty-eight (48) hours of sick leave to vacation leave on July 1 of each year. Represented 8-hour shift employees who maintain a balance of four hundred and thirty-two (432) hours in sick leave accruals will be allowed to elect to convert sixteen (16) hours of sick leave accruals to vacation leave on July 1 of each year.

ARTICLE IV. JURY DUTY LEAVE

- A. Employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal work hours and days or shifts during such absence from work, provided the employee endorses to the City that compensation received by the employee for jury duty service. No compensation will be made for jury duty served on days off. Jury duty is not considered time worked for overtime purposes.
- B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.
- C. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the Human Resources Director.
- D. Employees compensated by the summoning court jurisdiction for jury duty shall endorse such payments to the City in the same pay period the payment is received by the employee, in order to receive full City compensation as prescribed in Subsection "A". This payment endorsement is to be forwarded directly to the Finance Director by the employee.

ARTICLE V. MILITARY LEAVE (Refer to Section 3.12.110, Personnel Rules)

- A. Employees obligated to serve periods of active military duty for training shall be compensated by the City at their regular rate of compensation for normal duty hours and days or shifts during such absence from work, up to a maximum of thirty (30) calendar days in any calendar year. The number of calendar days used shall be the number of days on active duty as determined by the military orders, regardless of the employee's City duty schedule.
- B. Employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty prior to such duty if for regularly scheduled training or within thirty (30) days following the conclusion of duty ordered as the result of an emergency. Such documentation must be submitted through the chain of command to the Human Resources Director.

ARTICLE VI. MATERNITY LEAVE

- A. Continuation of Employment. A pregnant employee may continue employment as long as her health, the health of the unborn fetus, or the employee's ability to adequately perform prescribed job responsibilities would not be adversely affected by continued employment.
- B. Notification. Applicable employees shall notify the department head and Human Resources Director in writing upon notice by their treating physician that such pregnancy exists, including the anticipated date of childbirth or other related medical conditions and their anticipated date of return to full duty. At any time during the pregnancy, the Human Resources Director may require the employee to furnish medical evidence or information to support the employee's medical suitability for continued employment.
- C. Term of Leave. Maternity leave shall be granted only for medical reasons arising out of and in the course of a pregnancy, the subsequent childbirth, or other related medical conditions, as provided below:
 - 1. Sick Leave With Pay. A pregnant employee may take accrued sick leave with pay for reasons of medical necessity relating to the employee's physical condition resulting from the pregnancy, childbirth, or other related medical condition. However, under no circumstances shall such paid sick leave exceed the total of the employee's accumulated but unused sick leave, nor shall paid sick leave be granted beyond the date the employee is no longer considered medically disabled from normal work activities.
 - 2. Other Paid Leave. A pregnant employee may elect to utilize accrued vacation, compensatory time off, or any other earned form of paid absence from work in lieu of, or in combination with, paid sick leave during the period of pregnancy-related leave, the combination of which may not exceed normal full pay.
 - 3. Sick Leave Without Pay. Eligible employees may be granted sick leave without pay pursuant to Roseville Municipal Code Section 3.12.070 (H).

ARTICLE VII. CATASTROPHIC LEAVE

Employees may voluntarily donate accrued vacation and/or compensatory time off (CTO) for credit to another permanent employee who suffers a non-industrial related catastrophic illness or injury.

The parties have interest in making revisions to the catastrophic leave program/policy and will meet and confer over forthcoming City proposed revisions.

CHAPTER 4. INSURANCES

ARTICLE I. HEALTH AND WELFARE BENEFITS

A. Eligibility

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2004, or current employees who laterally transfer or promote into a regular part-time allocated position, will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty (20) hours per week will receive fifty percent (50%) of the full-time contribution; employees working thirty (30) hours per week will receive seventy-five percent (75%) of the full-time contribution, etc.

B. Medical Insurance Benefits

The City agrees to contract with CalPERS for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month following City Council approval or as soon as administratively possible, the City's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA).

C. Cafeteria Plan

1. The City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code and any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, and vision insurance.
2. The City provides a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to \$1,347 monthly (less the direct PEMHCA payment provided in paragraph B).
3. Effective January 1, 2022, or upon Council approval, whichever is later, the City provides a flex plan credit based on medical plan tier election (EE only, EE+1, Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$273/month	\$598/month

4. Effective January 1, 2023, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$318/month	\$673/month

5. Effective January 1, 2024, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$363/month	\$748/month

6. Effective January 1, 2025, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$408/month	\$823/month

7. Employees who elect not to participate in any of the medical, dental, and vision insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these City sponsored benefits will receive \$150 per month.
8. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be used by an employee to offset the cost of participation in City sponsored medical, dental, and vision insurance benefits for the employee and any eligible dependents.
- D. The City agrees to provide a dental benefit to include two (2) preventative dental cleanings per year. Other details of the City's dental benefit are described in the evidence of coverage document. The City reserves the right to select any dental carrier. Open enrollment will be as described in the evidence of coverage document.
- E. The City agrees to continue its existing Section 125 program. The City reserves the right to select the provider or self-administer this program and to set limits for medical reimbursement accounts.
- F. The City agrees to continue the existing level of service of its current vision program.
- G. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and will make reasonable efforts to ensure benefits and language will be matched.

ARTICLE II. RETIREE HEALTH BENEFITS

A. Medical Insurance Benefits

The City agrees to contract with CalPERS for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first day of the month following City Council approval or as soon as administratively possible, the City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees under the Public Employees Medical and Hospital Care Act (PEMHCA).

- B. For Employees Hired Prior to January 1, 2004 (Tier 1)
Employees hired prior to January 1, 2004 will receive access to a City-paid retiree health contribution of up to the \$1200 each month with a two percent (2%) annual escalator each January 1 (beginning 1/1/13).
- C. For Employees Hired on or after January 1, 2004 and Prior to January 1, 2012 (Tier 2)
Employees hired on or after January 1, 2004 and prior to January 1, 2012 will receive access to a City-paid retiree health contribution of up to the \$1200 each month with a two percent (2%) annual escalator each January 1 (beginning 1/1/13) subject to the vesting schedule set forth in Article II E. Employees who have CalPERS-credited service through other public agencies must complete at least five (5) years of service with the City of Roseville and retire from the City of Roseville to be eligible for post-retirement health benefits. However, once an employee has completed five (5) years of service with the City of Roseville, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service. Employees who retire must have ten (10) years of CalPERS-credited service in order to be eligible for post-retirement health benefits.
- D. For Employees Hired on or after January 1, 2012 (Tier 3)
Employees hired on January 1, 2012 or thereafter will receive \$720 per month with a two percent (2%) escalator City-paid retiree medical premium contribution upon their retirement subject to the vesting schedule set forth in Article II E. Employees must obtain normal age of retirement before they are eligible for a City contribution to their retiree medical benefit. Employees must retire with a minimum of ten (10) years of City of Roseville service to be eligible for the supplemental amount above the minimum PEMHCA contribution level.

Employees will contribute one percent (1%) of their salary per year of employment each year for the first five (5) years of employment for their supplemental retiree health benefit above the minimum PEMHCA retiree medical benefit. After five (5) years of employment, the employee's contribution to their retiree medical benefit will cap at five percent (5%) of their annual salary.

1. The City shall withhold the mandatory contribution in accordance with Article II D per pay period on a pre-tax basis, subject to applicable federal tax laws, from the pay of every active employee as set forth therein. These contributions will be irrevocable and deducted from an employee's bi-weekly paycheck and will end upon retirement. In addition, no employee will be entitled to receive a refund of the monies for any reason and any employee who leaves City employment prior to being vested in the benefit will forfeit any contributions. These funds may be used to reimburse postretirement qualified medical expenses of the employee as defined by federal tax law, and as otherwise permitted by applicable federal tax provisions and the trust.

2. Since the contribution is mandatory, the employee's obligation to make the contribution does not end when he or she is on a paid or unpaid leave of absence or in any status where there are insufficient funds available in his or her paycheck to cover this contribution after other mandatory deductions have been taken, subject to applicable federal tax laws. The employee will be required to make up all mandatory contributions by a lump sum pre-tax deduction from his or her paycheck within sixty (60) days after the date the employee has sufficient funds to pay the required contributions through payroll, or, if this lump sum payment is not made during this time frame, the City will deduct double the normal deduction amount from each paycheck on a pre-tax basis until all missed contributions have been paid in full.

E. Vesting Schedule

Total Credited Years of Service	% of City Contribution
10	50 %
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100 %

F. For employees hired on or after August 15, 2015 (Tier 4)

1. Employees hired on or after August 15, 2015 shall have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.
2. After five (5) years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount equal to \$100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After accruing ten (10) cumulative years of service with the City and pursuant to the vesting schedule in Section E of this Article, employees may draw from the City contribution to this account upon retirement.
3. Employees who terminate City service for reasons other than retirement prior to twenty (20) years of cumulative service with the City will forfeit any City contributions.
4. Employees must retire from the City of Roseville and be enrolled in the City of Roseville's health plan in order to utilize City contributions to the employee's RHS accounts. After ten (10) years of cumulative service with the City of Roseville, City contributions to the employee's RHS account may be used for all covered medical expenses pursuant to Section 213 of the IRS Code including participation in non-City sponsored plans.

ARTICLE III. LIFE INSURANCE

- A. The City agrees to provide eligible employees with a fully paid life insurance program in the amount of twice the annual salary in effect as of July 1 of each year. The City reserves the right to select the insurance provider.
- B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

ARTICLE IV. EMPLOYEE ASSISTANCE PROGRAM

- A. The City agrees to provide an Employee Assistance Program (EAP) for employees pursuant to the current EAP Plan document. The plan will include no less than up to six (6) visits a calendar year. The plan document is available through the City's Human Resources Office.
- B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

ARTICLE V. DEFERRED COMPENSATION

- A. The City agrees to maintain a voluntary program of employee funded deferred compensation for regular full and part-time employees. The parties agree that it's at the City's sole discretion to select the deferred compensation plan and plan administrator(s).
- B. Effective January 7, 2017 the City agrees to contribute three (3%) percent of base salary into the city sponsored deferred compensation plan for employees who have completed five (5) continuous years of regular employment with the City of Roseville.

CHAPTER 5. RETIREMENT

ARTICLE I. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

- A. The City agrees to provide and maintain membership in CalPERS for the benefit of eligible employees based on the following CalPERS contract provisions:
1. For CalPERS eligible employees hired prior to January 1, 2013 or for eligible employees hired after January 1, 2013 who qualify for pension reciprocity pursuant to Government Code Section 7522.02(c), the City agrees to continue its current Public Employees' Retirement System contract to provide a 3% at 50 retirement benefit for safety employees. The costs of this benefit will be included when calculating total compensation and the survey agencies used for the salary comparisons shall remain the same as listed in Appendix "B".
 - a. Effective the beginning of the first full pay period in January of 2018, CalPERS classic safety employees represented by RFF will pay nine (9%) of compensation earnable as the employee's portion of the contribution to CalPERS.
 2. CalPERS eligible safety employees hired on or after January 1, 2013, who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c), shall receive the retirement benefit formula of 2.7% at 57. As required by Government Code Section 7522.30, employees shall have an initial member pension contribution rate of 50% of the total normal cost rate.
 3. For CalPERS eligible employees hired prior to January 1, 2013 or for eligible employees hired after January 1, 2013 who qualify for pension reciprocity pursuant to Government Code Section 7522.02(c), the City agrees to continue its current Public Employees' Retirement System contract to provide a 2.7% at 55 retirement benefit for miscellaneous retirement formula covered employees. The costs of this benefit will be included when calculating total compensation and the survey agencies used for the salary comparisons shall remain the same as listed in Appendix "B".
 - a. Effective January 28, 2012, miscellaneous employees represented by RFF will pay 8% of compensation earnable as the employees' portion of CalPERS.
 4. CalPERS eligible miscellaneous employees hired on or after January 1, 2013, who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c), shall receive the retirement benefit formula of 2% at 62. As required by Government Code Section 7522.30, employees shall have an initial member pension contribution rate of 50% of the total normal cost rate.
- B. The City agrees to maintain its current Public Employees' Retirement System contract which provides 100% of an employee's accumulated sick leave to be credited to years of service, in accordance with Section 20862.8 of the Public Employees' Retirement System contract options.
- In addition to the above sick leave service credit, an employee may elect to receive a payoff of part or all of their accumulated sick leave in accordance with Personnel Rules Section 3.12.070(J) - Payment for Unused Sick Leave.
- C. The City agrees to provide the 1959 Survivor Benefit highest level plan. Employee to contribute \$2.00 per month and City to contribute \$3.00 per month per employee.

- D. The City agrees to continue the military buy-back PERS contract provision.
- E. Any tax liability created by this form of compensation shall be the sole responsibility of each employee for that amount henceforth reimbursed by the City of the employee's normal contribution. Further, the City may include this form of compensation in future consideration of employee's total compensation.
- F. For all employees hired before October 21, 2015, the City will provide a three percent (3%) annual cost of living allowance (COLA) increase to retirees. For employees hired on or after August 15, 2015 or as soon as administratively possible whichever date is later, the City will provide a two percent (2%) annual cost of living allowance (COLA) upon retirement from the City.
- G. The City will continue the Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit for safety employees.

CHAPTER 6. HOURS & SCHEDULES

ARTICLE I. HOURS OF SERVICE

- A. The Fire Department shall work on the basis of twenty-four (24) hours on duty. This shall average a total of fifty-six (56) hours per week. A shift shall begin at seven o'clock (7:00) a.m., and shall end at seven o'clock (7:00) a.m., the following morning.
- B. The City agrees to maintain a 48/96 work schedule. The schedule will consist of two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) hours off (i.e. - X X O O O O X X O O O O X X).
- C. The City will maintain a twenty-four (24) hour day FLSA pay period to coincide with the 48/96 work schedule. Salaries will be paid bi-weekly.

The Force Hire rotation will be structured so that a shift will be up for Force Hire on the first and fourth day of the four (4) day. All represented 24-hour shift employees will be subject to the Force Hire rotation.

D. Example:

Shift on duty:	A	A	B	B	C	C	A	A	B	B
Force List:	C	B	A	C	B	A	C	B	A	C

- E. Working down:
 1. At the discretion of the Fire Chief or Assistant Fire Chief of Operations, employees will be allowed to work down in a lower rank position to reduce Force Hires.
 2. Employees working down in a lower rank position will only be utilized after all voluntary options for filling the vacancy have been exhausted. Available qualified actors from a lower rank will be used to fill the vacancy prior to employees at a higher rank being allowed to work down.
 3. When a Force Hire occurs, the Forced employee may seek other qualified employees, starting with other employees in the same rank, and then including actors from current promotional lists, and then qualified employees from the rank above, to cover all or part of the Force Hire. Hours covered through this agreement will be counted as SOD (overtime) hours. The hours worked will be compensated at their regular overtime rate.
 4. Engineer Paramedics can work down as Firefighter Paramedics to prevent a Force Hire. The employee working down to cover the Force Hire will do so by indicating through Fire Staffing that they are willing to work down and post availability through Telestaff. The hours worked will be counted to them as SOD (overtime) hours. The employee working down will be compensated at their regular overtime rate.
 5. Captains can work down as Engineers to prevent a Force Hire. The employee working down to cover the Force Hire will do so by indicating through fire staffing that they are willing to work down and post availability through Telestaff. The hours worked will be counted to them as SOD (overtime) hours. The employee working down will be compensated at their regular overtime rate.

6. Engineers and Captains are prohibited from working down if a Force Hire exists at their normal assigned rank during the same time period.
7. The employee authorized to work down in the lower rank shall meet the minimum qualification for the job class. The Fire Chief or designee shall have the final determination for who meets the minimum competency requirements for personnel permitted to work down as Engineers and Firefighter Paramedics. This determination can be grieved to the Fire Chief or his designee. The decision of the Fire Chief is final.

ARTICLE II. DAYLIGHT/STANDARD TIME CHANGES

Employees subject to work shifts during periods of time changes to Daylight Savings or Standard Time shall be paid for the actual number of hours worked.

ARTICLE III. MODIFIED DUTY ASSIGNMENT

- A. Modified duty assignments may occur when an employee, who has been injured on or off the job, or who has some other condition, has been medically released for limited work based on specific medical work restrictions. The Risk Management Division will administer this policy.
- B. In the case of a non-work-related disability, the City will require the disabled employee to provide the department head with a written request for a modified duty assignment and the treating health care provider's statement of work restriction(s), or a status report specifying the employee's anticipated date of return to full duty.

In the case of a work-related disability, the City may require that an employee return to a modified duty assignment, should an assignment be available that meets the medical work restrictions imposed by the employee's treating health care provider .

- C. The department head will determine whether there is a duty assignment available within the department that meets the work restrictions imposed by the treating health care provider . If such work is available, the department head will recommend approval of the assignment to the Human Resources Director. The Human Resources Director shall give input as to what constitutes reasonable accommodation for a modified duty assignment based on a case-by-case evaluation of such factors as the nature of the employee's work restriction(s), length of disability, and the mutual welfare of the employee and City operations.
- D. After receiving the recommendation of the department head and approval of Risk Management, the Human Resources Director may authorize a modified duty assignment for an injured employee who is restricted in ability to perform the full range of normal job duties.
- E. The department head will notify the employee in writing after receipt of the treating health care provider's statement of work restriction(s) and approval of the City Manager concerning whether or not a modified duty assignment can be accommodated.
- F. If a modified duty assignment cannot be found within the employee's regularly assigned department, a request to locate an assignment outside of the employee's department may be made to the Human Resources Director.
- G. Modified duty assignments will be approved in bi-weekly (5 shift) increments, which may be renewed depending on availability of work and the continued disability of the employee. The bi-weekly (5 shift) increment request is required regardless of the anticipated duration of modified duty.

- H. Modified duty assignments are limited to ninety (90) days. Should an employee have a disability that requires accommodation beyond ninety (90) days, a new assignment must be located and approved by the Human Resources Director. The new assignment must involve job tasks/duties which are different from those performed in previous modified duty assignments. In no case will a modified duty assignment be continued once an employee has reached a permanent and stationary status.
- I. Modified duty shall be limited to three (3) ninety (90) day assignments. Upon completion of the third modified duty assignment the employee shall be removed from work until released to return to full duty or deemed permanent and stationary. The employee may use any benefits available to them at that time.
- J. When an employee is assigned a modified duty assignment, the employee shall be compensated for hours worked at the regular rate of base salary and benefits regardless of whether or not the employee performs work within the regular classified position or is assigned to the employee's regularly assigned department. If an employee is assigned to a modified duty assignment of less than full time, compensation for hours worked may be supplemented by either accrued sick leave or other available leave.

ARTICLE IV. LONG TERM VACANCIES

All vacancies are filled on a rank-for-rank basis in accordance with existing department Call Back Procedures. This does not prohibit the Working Down provision in Article I above. Effective July 01, 2014, when a vacancy becomes long term (greater than 30 days), the vacancy will become a "floating" vacancy. Floating vacancies are to be filled with NO preference given to unit or station assignment. NO "reset" of a floating vacancy will be applied if the vacancy is moved to a different unit or shift assignment.

ARTICLE V. MODIFIED DUTY

1. Employees who are on a 24 hour shift schedule and who are placed in a modified duty assignment which is expected to last more than one (1) full pay period shall be assigned to a 40-hour work schedule the first day of the pay period following the modified duty assignment. All payroll calculations, to include leave balances, holidays and CTO shall be transitioned to a 40-hour work week calculation. Holiday leave usage will be applied per the 40-hour work week holiday schedule.
2. Employees who have returned to full duty status by a health care provider during the first week of a pay period will be transitioned from the 40-hour work week to a 24 hour shift schedule at the beginning of that pay period. Employees who have returned to full duty status by a health care provider during the second week of a pay period will be transitioned from the 40-hour work week to a 24 hour shift schedule at the beginning of the following pay period. All payroll calculations, including leave balances, holidays and CTO shall be transitioned back to a 24 hour shift schedule.

CHAPTER 7. MISCELLANEOUS ISSUES

ARTICLE I. NON-DISCRIMINATION

The Union hereby certifies that it has no restrictions on membership based on race, color, creed, sex, national origin or political affiliation or any other status or basis prohibited by law.

ARTICLE II. UNFAIR LABOR PRACTICES

The parties hereto recognize the following as an unfair labor practice which violates the meet and confer process:

- A. Discussion between employees and individual members of the City Council on matters or issues which are the subject of negotiations between employee representatives and representatives of the City Council.
- B. Discussion between City Personnel Relations Committee members and individual members of the Union of matters or issues which are the subject of negotiations between City Personnel Relations Committee members and representatives of Local 1592, I.A.F.F.

ARTICLE III. SENIORITY

- A. Employees shall be placed on the seniority list in accordance with the date they were first placed on the payroll of the Roseville Fire Department as regular or limited term employees. When two (2) or more employees are assigned to the payroll on the same date, preference in placement on the department seniority list shall be given based on relative standing on the Roseville Firefighter hiring list. The hiring list is defined as the candidate ranking based on a final examination process determined at the conclusion of the recruitment, which may be the certified employment list (as defined by Personnel Rule 3.05.110) or a list determined by further candidate testing following the establishment of the certified employment list. The hiring list, established by the Fire Chief or his designee, will be provided to the Human Resources Department for the official record.
- B. Placement on the department seniority list shall not be affected by leaves of absence duly granted for medical reasons where such medical disability was incurred in the course and scope of the employee's official duties.
- C. A correct copy of the seniority list as of January 1 of each year shall be provided to the Union in March of each year, and a currently correct copy made available for inspection at reasonable times to employees upon request.
- D. For promotions, seniority at their respective ranks shall be determined by the date of promotion to the higher job class (rank). When two (2) or more employees are promoted on the same date to the same job class, preference in placement on the seniority list shall be given based on promotional list provided to Human Resources when established for the official record.
- E. The department seniority list shall be maintained by the Fire Department.

ARTICLE IV. UNION ACTIVITIES

- A. The Union may place one bulletin board in each fire station for the purpose of communicating normal and usual Union business to the membership.
1. Specific placement of such boards within a station shall be subject to the approval of the Fire Chief.
 - a. The officially designated Union representative in each station shall be responsible for maintaining such board.
 - b. The Fire Chief reserves the right to prohibit the posting and order the removal of, material that the Chief reasonably concludes will be disruptive of the operation of the Fire Department.
 - c. Claims of arbitrariness on the part of the Fire Chief in this regard shall fall under the grievance procedure hereinafter provided.
 - d. The Union will keep the Fire Chief notified in writing of the names of its designated representatives in each station.
 2. The Union may use the Training Room at the Fire Training Facility (Hilltop) for a meeting place for its membership once a month or for any special meetings necessary for completing Union business.

These membership meetings will be held after the normal work day.
- B. Members of the Employee Affairs Committee shall be granted leave from duty with full benefits for the purpose of negotiating terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty. The Fire Chief shall make the final determination as to manpower availability.
- C. Members of the Employee Affairs Committee shall be granted leave from duty with full benefits for all meetings and hearings between the City and the Union for the purpose of resolving a grievance when such meetings or hearings take place at a time during which such member is scheduled to be on duty.
- D. The City and RFF agree to the establishment of an RFF Time Bank for use by employees for the sole purpose of performing or conducting association business subject to the following conditions:
1. RFF members may donate only vacation or compensation time off (CTO) hours from an association member's accrued leave balance for such hours. Such donation shall be voluntary, non-revocable and not returnable to the employee. Donations will be allowed only during the first pay period in February of each year.
 2. The maximum number of hours any member shall donate is eight (8) hours per year. Any remaining unused hours in the time bank on December 31st shall be carried over into the next calendar year. The maximum number of hours that can be accrued is not to exceed eight (8) hours per represented employee per year.
 3. Time bank hours shall not be used without prior approval of RFF representatives. All time submitted to payroll for reimbursement from the bank must have RFF and department approval. RFF will be responsible for circulating and collecting donation forms and submitting these forms to the Human Resources Department. The Human

Resources and Finance Departments will be responsible for processing the appropriate donation forms and any payment(s).

4. RFF members assume any tax liability for being assessed vacation or CTO hours and/or using Time Bank hours. Hours donated to association members shall not be considered time worked for overtime, retirement, or any other benefit purpose. However, any donated hours will be subject to applicable state and federal payroll taxes.

ARTICLE V. SAFETY

- A. The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or the Union; and the employees and the Union agree that they will forward their safety recommendations and ideas to the City.
- B. The City shall take all reasonable and readily available precautions when employees' assigned duties are performed under generally known extraordinarily life endangering conditions not normally associated with fire fighting and fire safety and prevention activities.
- C. To the extent reasonably ascertainable by the City, fire fighting equipment provided and maintained by the City shall be reasonably safe and adequate for its normal and intended use. Provided however that nothing herein is to be construed to mean that the City assumes the liability of any other party, or waives any rights, defenses to liability or causes of action that it may have in law or equity.

ARTICLE VI. MEMBERSHIP DUES AND AUTHORIZED DEDUCTIONS

- A. The Association shall be entitled to have membership dues and other lawful deductions of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein. To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee paychecks. Such authorized deductions shall be remitted monthly to Association along with an adequate itemized record of deductions. The City shall make every reasonable effort to remit the amounts deducted within ten (10) working days following the payday on which the deductions were made.
- B. In making such authorized membership dues deductions, the City shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose paychecks the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization. To the extent required by law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.
- C. The amount of membership dues shall be set by the Association. All changes in dues deductions shall become effective the first of the month following written notification to the City Chief Financial Officer.

- D. The City agrees to direct all employees to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction. The City agrees to send requests to cancel or change dues deductions to the Association.
- E. The City agrees to provide to Association on a monthly basis a payroll dues deduction report.
- F. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Association, is in a non-pay status, for the full pay period when his/her dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.
- G. The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under this Article, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Association's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association, provided that the City promptly notify the Association of any such matter for which it is seeking indemnification after the City has knowledge of the occurrence of such matter.
- H. In the event any such action or proceeding is brought against the City by reason of any such claim, the Association, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Association agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Association's actions or inactions under this Article.

ARTICLE VII. CAUSES FOR DISCIPLINE (Refer to Section 3.16.020, Personnel Rules)

The Fire Department uses The City of Roseville Fire Department Administrative Investigation Manual as a guideline.

The discipline of City of Roseville employees, including Roseville Firefighters (RFF) members, may be by written reprimand, suspension, demotion, discharge, transfer for purposes of corrective measures or other actions not inconsistent with the provisions of the City Charter, and is governed by Article VIII of the City Charter, Section 8.04 Personnel Rules, Subsection (i), and Roseville Municipal Code Chapter 3.16 and applicable law including Government Code Section 3250 et. seq.

Roseville Municipal Code Section 3.16.020 provides details regarding the Causes for Discipline and Section 3.16.030 outlines the Types of Discipline available. Should the performance of an RFF member warrant some form of discipline, the type and imposition of discipline will be governed by the Roseville Municipal Code and applicable law including Government Code Section 3250 et. seq.

ARTICLE VIII. (Intentionally left blank)

ARTICLE IX. NO STRIKE (CONCERTED ACTION)

Union agrees that for the term of this Agreement, the Union and its members shall not call or engage in any strike, slowdown, suspension or stoppage of work activity, or sanction any such conduct by unit employees, and the City agrees that it shall not cause or engage in any lockout.

ARTICLE X. MINIMUM SCORES AND COMPUTATIONS

Refer to Municipal Code Section 3.05.070 for selection process applicant scoring.

ARTICLE XI. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS

Refer to Municipal Code Section 3.050.110 (B) and 3.06.030 Appointments.

ARTICLE XII. HEALTH MAINTENANCE PHYSICALS

When, in the opinion of the City Manager, Human Resources Director, or department head, it would be in the best interest of the City or a specific function of City service to evaluate the medical or psychological condition of any candidate or employee, the Human Resources Director may schedule such employee(s) for an examination with a physician, or other appropriate licensed health professional, selected by the City and at City expense. The results of such examination shall be available to the Human Resources Director, City Manager, and the department head as may be appropriate in the same manner as new employee examinations. Each employee is independently responsible for compliance with the advice and suggestions made by the physician/licensed health professional as a result of such examination. All non-industrial care, treatment, or other requirements recommended by the physician/licensed health professional shall be at the expense of the employee. The City shall receive from the City-selected physician/licensed health professional a notice of examination completion, whether or not further treatment or specialized diagnosis is required, and a certification that the employee is able to continue job performance. In the event an employee is certified by the City physician/licensed health professional as unable to continue performance of the duties assigned to the position, that employee shall not return to the active service until such time as the employee is determined by the City physician/licensed health professional to be permanently able to continue job performance.

ARTICLE XIII. TOWELS/LINENS

The City agrees to provide towels, sheets, linens and pillow cases (linens) at each fire station. Employees will be responsible for washing and drying linens in conjunction with other station housekeeping duties.

ARTICLE XIV. STATION ASSIGNMENTS

The City agrees to maintain a Standard Procedure Manual Policy regarding a method by which employees may express their preference for station assignments.

ARTICLE XV. NO SMOKING

Employees hired on/after January 1, 2004 must be tobacco free and cannot use tobacco products on or off duty.

ARTICLE XVI. ALCOHOL AND DRUG POLICY

City and Union agree to continue to enforce the current Alcohol and Drug Abuse Policy.

In addition to the above-mentioned policy, all employees will be required to notify the City in writing of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) calendar days after such conviction.

ARTICLE XVII. REMOTE EMAIL ACCESS

Employees will be allowed to enter into a remote email access agreement with the City of Roseville as described in the Administrative Regulations. Employees understand that this voluntary policy is being adopted for their convenience and no compensation will be provided as a result of incidental access to the City's email system.

ARTICLE XVIII. TEMPORARY LAYOFF/FURLOUGH

- A. Temporary layoff under this section is defined as the City's temporary reduction or abolition of an employee's allocated position. Temporary layoffs shall not exceed twelve (12) working days per a twelve (12) month notice period. The reduction in employee salary will be equalized over the twelve (12) month period following the first day of furlough.
- B. The City Manager may exempt employees from one (1) or more furlough days based on the operating needs of the City.
- C. Employees may request specific furlough days off in eight (8) hour increments, subject to management approval.
- D. There shall be no reduction in the City's contribution to retirement, health, dental, vision, life, and LTD as a result of employees being furloughed.
- E. Furlough days shall be counted as time worked for purposes of retirement credits.
- F. Accrued furlough leave shall have no cash value.

NOTICE OF TEMPORARY LAYOFF/FURLOUGH

The Human Resources Director shall provide written notice to each department classified employee affected by a temporary layoff (furlough) at least fifteen (15) calendar days prior to the effective date of the action. Notice shall be personally delivered to the employee, or sent by U.S. first class mail to the employee's last known address. The notice will state the duration of the temporary layoff. An employee may respond to the notice but shall not have a right to appeal such action.

BUMPING

Employees who are subject to a temporary layoff are not eligible to exercise bumping rights under this chapter.

ARTICLE XIX. EDUCATIONAL REIMBURSEMENT

Employees may be reimbursed for the tuition and fees connected with approved job related educational courses not to exceed \$500 per year for Firefighter/Paramedic I/II, \$400 per year for Fire Engineer and \$300 per year for Fire Captain. The cost of books is not covered in this Agreement. The employee will submit the request for reimbursement to the Training Battalion Chief, who will accept or reject the

request. The request must be made before the class has been completed. The request will then be forwarded with the Fire Chief's recommendation to the Human Resources Department, who will make the final decision to accept or reject the request. No payment will be made until the final proof of a passing grade is submitted to the Human Resources Department. The City has established a \$6,000 educational reimbursement fund to be administered by the Human Resources Department. Once the fund balance is depleted, no further reimbursements will be approved.

ARTICLE XX. LIMITED TERM

Pursuant to Section 3.06.095 of the City's Personnel Rules, the following shall apply to Firefighter Paramedic limited term appointments.

- A. A limited term employee appointed from a certified hiring list to a Firefighter Paramedic limited term position shall have their service in the limited term position counted toward their probationary period in classified service should they be transferred, in accordance with Personnel Rule 3.07.030, to a regular Firefighter Paramedic position without a break in City service.
- B. At the conclusion of at least every three months the limited term Firefighter Paramedic's performance shall be evaluated in the manner described in Personnel Rule Section 3.06.150.
- C. A limited term Firefighter Paramedic who is transferred from a limited-term position to a regular Firefighter Paramedic position, at the sole discretion of the Fire Chief, having the same salary range and substantially similar duties, shall be compensated at the same step in the salary range as previously received without a change in the anniversary date.
- D. Salary Step Advancement. A merit step increase may be granted to a limited term Firefighter Paramedic employee pursuant to City's Personnel Rules 3.11.030, subject, but not limited, to the following:
 - 1. "Anniversary date" means the date upon which an employee first appears on the City payroll due to original appointment to the Firefighter Paramedic limited-term position, and in which the employee becomes eligible for salary advancement consideration.
 - 2. A limited term Firefighter Paramedic shall be provided with an employee evaluation in accordance with Chapter 3.14 of the Personnel Rules.
- E. Limited term Firefighter Paramedic employees shall be at-will employees and shall be entitled to health insurance, CalPERS retirement, retiree health savings account, long term disability, holiday pay, vacation and sick leave and other benefits, on the same terms and conditions as a newly hired regular status employee.
- F. The length of service and service credit shall start from the initial date of hire as a limited term Firefighter Paramedic and be deemed continuous service upon the transfer to a regular Firefighter Paramedic position without a break in service.
- G. Nothing in this Article shall change the at-will, temporary status of a limited term appointment.
- H. In all circumstances, appointments made based on this provision or into regular service are at the sole discretion of the Fire Chief.

The terms and conditions of this Memorandum of Understanding are executed this _____ day of _____ by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

CITY OF ROSEVILLE:



DOMINICK CASEY
City Manager



TIM DAVIS
Chief Negotiator



BRIAN DIEMER
Member, Negotiating Team



JAMIE PÉPIN
Member, Negotiating Team



DION LOUTHAN
Member, Negotiating Team

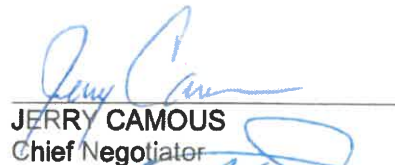


AJMEER KHALIQUI
Member, Negotiating Team

ROSEVILLE FIREFIGHTERS':



GABE MICHAEL
President



JERRY CAMOUS
Chief Negotiator



WILL RABY
Member, Negotiating Team



MATT PICCHI
Member, Negotiating Team



MATT WALLING
Member, Negotiating Team



MATT MCCAULEY
Member, Negotiating Team

APPENDIX "A"

ROSEVILLE FIREFIGHTERS CLASSES

- 3375 FIRE & ENVIR SAFETY INSPEC I
- 3377 FIRE & ENVIR SAFETY INSPEC II
- 3320 FIRE CAPTAIN
- 3340 FIRE ENGINEER
- 1022 FIRE & ENVIR INSPECTION SUPERVISOR
- 3350 FIREFIGHTER-EMT I
- 3353 FIREFIGHTER-PARAMEDIC I
- 3355 FIREFIGHTER-PARAMEDIC II

APPENDIX “B”

SURVEY AGENCIES

City of Sacramento

Davis

Fairfield

Folsom

Lodi

Rocklin

Sacramento Metropolitan Fire Protection District

South Placer Fire Protection District

Vacaville

City of West Sacramento

El Dorado Hills Fire Department

Consumnes Community Services District Fire Department