

RESOLUTION NO. 11274

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE REPEALING RESOLUTION NO. 11079 AND ALL AMENDMENTS THERETO AND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE ORANGE CITY FIREFIGHTERS, INC. LOCAL 2384 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO CONCERNING WAGES, HOURS, AND OTHER CONDITIONS OF EMPLOYMENT EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2023

WHEREAS, the City of Orange, hereinafter referred to as "City", and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as "Union", have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City and the Union have reached agreement on wages, hours, and other terms and conditions of employment effective July 1, 2019 through June 30, 2023 and the City Council desires to repeal Resolution No. 11079 and all amendments thereto for said employees, as set forth in the Memorandum of Understanding, hereinafter referred to as "MOU"; and

WHEREAS, on June 11, 2019, the City Council of the City of Orange adopted Resolution No. 11166, A Resolution of the City Council of the City of Orange Establishing a Letter of Understanding between the City and the Union effective July 1, 2019; and

WHEREAS, on July 14, 2020, the City Council of the City of Orange adopted Resolution No. 11254, a Resolution of the City Council of the City of Orange establishing a Side Letter Agreement between the City and the Union effective July 1, 2020 through June 30, 2023; and

WHEREAS, the City and the Union agreed to incorporate the provisions contained in the Side Letter of Agreement noted above into a new MOU once both parties had an opportunity to review and concur on any and all language changes included in the new MOU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the attached MOU is approved and incorporated by reference as Exhibit A as fully set forth herein.

ADOPTED this 10th day of November 2020.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 10th day of November 2020 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Pamela Coleman, City Clerk, City of Orange



Exhibit A

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ORANGE

AND

**THE ORANGE CITY FIREFIGHTERS, INC.
LOCAL 2384 INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO**

JULY 1, 2019 THROUGH JUNE 30, 2023

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ARTICLE I

RECOGNITION OF UNION

SECTION 1. Pursuant to the provisions of the Employer-Employee Relations Resolution No. 3611 of the City of Orange, the City of Orange, hereinafter referred to as "City", for the purpose of meeting its obligations under the Meyers-Milias-Brown Act (Government Code Section 3500 et. seq.), Employer-Employee Relations Resolution No. 3611 and this Memorandum of Understanding, hereinafter referred to as "MOU", has recognized the Orange City Fire Fighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as "Union", as the majority representative of the Unit of Representation comprised of employee classifications listed within Exhibit A. As majority representative, the Union is empowered to act on behalf of all employees who hold positions in classifications covered by this MOU whether or not they are individually members of the Union.

SECTION 2. Any modification or interpretation of the rights of the parties concerning recognition set forth above shall only be established in accordance with Federal and/or State law.

ARTICLE II

NON-DISCRIMINATION

SECTION 1. The parties mutually recognize and agree to protect the rights of all employees herein to join and/or participate in protected Union activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution and Government Code Section 3500 et seq.

SECTION 2. In accordance with Federal and State law, the City and the Union agree that they shall not discriminate against any employee on the basis of actual or perceived race, color, national origin, religion, sex, gender, gender identity, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, pregnancy, childbirth or related medical condition, status as a covered veteran, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994) or any other lawfully protected class. The City and the Union shall reopen any provision of this MOU for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with Federal or State anti-discrimination laws.

ARTICLE III

SALARIES

SECTION 1. BASIC COMPENSATION PLAN. A basic compensation plan is established for all employees covered by this MOU who are now employed, or will in the future be employed, in any of the designated classification titles listed in this MOU in Exhibit A.

SECTION 2. SALARIES. Salaries and their effective dates for employees covered by this MOU are as listed in Exhibit A. The salary ranges shall be identified by number, and the steps by the letters A to E.

Effective June 23, 2019, base salaries for employees covered by this MOU were increased by four percent (4%).

Effective June 21, 2020 and June 20, 2021, the base salary for employees covered by this MOU will be increased by an amount to be determined by the following: the classification of Firefighter shall be surveyed among the cities of Anaheim, Brea, Costa Mesa, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Laguna Beach, Newport Beach, Orange, and Orange County Fire Authority. Any cities that no longer have the classification of Firefighter shall not be considered for the purposes of surveying. The City shall obtain base salary data from fully adopted and executed Memoranda of Understanding of the aforementioned cities as of May 1, 2020 (for the June 21, 2020 increase) and May 1, 2021 (for the June 20, 2021 increase). An across-the-board increase shall be granted for all employees in the amount of the difference between the then-in-effect maximum base salary for Firefighter of the City and median maximum base salary for Firefighter of the aforementioned cities of what would be in effect as of July 1, 2020 and July 1, 2021, respectively, rounded up to the nearest half-percent (for example, if the City is below the median by 2.2%, an increase of 2.5% will be granted). However, in no event shall the increase effective June 21, 2020 be lower than one percent (1%) nor higher than three percent (3%), and in no event shall the increase effective June 20, 2021 be lower than two percent (2%) nor higher than four percent (4%). The City shall notify the Union of the result of the survey and calculation no later than May 8, 2020 (for the June 21, 2020 increase) and May 7, 2021 (for the June 20, 2021 increase). The Union will then have ten (10) calendar days after notification to dispute the City's findings and calculations. If the Union wishes to dispute the findings, the parties agree to meet as promptly as possible in good faith to come to an agreement on the increase. If the dispute goes beyond July 1, 2020 or July 1, 2021, respectively, there shall be no retroactivity upon resolution of the disputed figures.

Effective June 19, 2022, base salaries for employees covered by this MOU will increase two percent (2%).

SECTION 3. HOURLY RATE.

- A. Suppression Employees. For all employees who have a weekly work schedule of 55.9 hours, the equivalent hourly rate of pay shall be the monthly rate times twelve (12) divided by 2,906 annual hours.
- B. All Other Employees. For all employees who have a regular weekly work schedule of forty (40) hours, the equivalent hourly rate of pay shall be the monthly rate times twelve (12) divided by 2,080 annual hours.

SECTION 4. BEGINNING RATES. A new employee of the City of Orange shall be paid the rate shown in Step A in the range assigned to the classification for which the employee has been hired, except that on the request of the Fire Chief under whom the employee will serve, and with authorization of the Human Resources Director, such employee may be placed at a higher step, depending upon the employee's qualifications.

SECTION 5. SERVICE. The word "service", as used in this MOU, shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements.

A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, except forced layoff, eliminates the accumulated length of service time of such employee for the purpose of this MOU. Such employee re-entering the service of the City shall be considered as a new employee, except that such employee may be re-employed within one (1) calendar year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the separation of employment.

SECTION 6. ADVANCEMENT WITHIN SALARY RANGE. The following regulations shall govern salary advancement:

- A. Merit Advancement. An employee shall be considered for advancement through the salary range in yearly increments. Advancement through the salary range based on merit shall be granted when an employee demonstrates ability and proficiency in the performance of the employee's duties. A merit advancement shall become effective the first pay period following the completion of the length of service required for such advancement. Such merit advancement shall require the following:

The Fire Chief shall file with the Human Resources Director a Personnel Action Form and a completed Performance Evaluation Form recommending the granting or denial of the merit increase and supporting such recommendation with specific reasons therefore. If denied by the Human Resources Director, the reason for denial will be provided to the Fire Chief.

- B. Special Merit Advancement. When an employee demonstrates exceptional ability and proficiency in the performance of duties, the Fire Chief may recommend to the Human Resources Director that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this MOU. The Human Resources Director may, on the basis of the Fire Chief's recommendation, approve and effect such special merit advancement.
- C. Length of Service Required After A Merit Advancement is Denied. When an employee is not approved for a merit advancement to the higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same action as provided in Section 6, Subsection A.

SECTION 7. WORKING OUT OF CLASS.

- A. Suppression employees working out of classification into a higher ranking classification of Battalion Chief, Fire Captain, or Fire Engineer shall receive a five percent (5%) pay differential for all hours worked in the higher classification, if they are assigned to work in the higher job classification for a period of twelve (12) consecutive hours [one-half ($\frac{1}{2}$) of one (1) work shift] or longer.
- B. Suppression employees working out of classification into a lower ranking classification shall only be permitted under emergency situations (as defined in Article V, Section 5, Subsection A), or prior to any mandated overtime (i.e., a draft). Suppression employees shall be asked to backfill unfilled positions on the daily roster on an overtime basis through the Telestaff system if no employee is signed up on the voluntary call back list for the classifications of Fire Engineer and/or Firefighter, as appropriate for that shift. These employees shall have the sole discretion to accept or decline the request. The Fire Department will maintain a daily secondary list of volunteers who will accept a work down assignment into a lower suppression rank, for which the member is qualified. Preference for daily backfill assignments shall be based on accumulated hours (i.e., the member with the least hours signed up for that date of the backfill assignment shall be given the work down overtime). Questions regarding situations that are not specifically defined in the MOU shall be answered using the Department Staffing Policy.

Suppression employees who accept the work down assignment shall be compensated for all such time worked in that capacity at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate of pay of the top step of the classification of the backfilled position. When working out of classification, no compensatory time off may be earned in lieu of pay.

SECTION 8. PROBATIONARY PERIOD AND PROMOTION.

- A. Probationary Period for New Employees. The probationary period for new employees shall be one (1) year [twenty-six (26) pay periods] from date of hire.

The purpose of this probationary period is to allow the employee to demonstrate suitability for the job. For good cause, with the approval of the Human Resources Director and concurrence of the Union, the Fire Chief may extend such probationary period. The employee involved shall receive a copy of notices related to extension of a probationary period.

- B. Probationary Period for Promoted Employees. An employee who is promoted to a classification shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. For safety employees, the probationary period shall be one (1) [twenty-six (26) pay periods] from the promotion, or date of hire for lateral appointments. For good cause, with the approval of the Human Resources Director and concurrence of the Union and the employee, the Fire Chief may extend such probationary period up to an additional thirteen (13) pay periods. The employee shall attain regular status in the classification upon successful completion of the probationary period. An employee who does not satisfy the standards of the classification during the probationary period shall be notified, in writing. Such notice shall include the reasons for such action. If regular status in the classification is not achieved, such employee shall be demoted to the appropriate step in the employee's former classification.
- C. Probationary Period for Temporarily Promoted Employees. Employees who are temporarily promoted and serve in the position for a period of twenty-six (26) consecutive pay periods shall be deemed to be promoted and to have fulfilled their probation for that promotion. Time served by an employee in an acting capacity shall count towards the probationary period, if said employee is formally promoted.
- D. Salary for Promoted Employees. When an employee is promoted to a position in a higher classification, the employee may be assigned to Step A in the appropriate range for the higher classification; provided, however, that if such employee is already being paid at a rate equal to or higher than Step A, the employee may be placed in that appropriate salary range as will grant the employee an increase of at least one (1) salary step. At the discretion of the Fire Chief and the Human Resources Director, except for those positions that are paid at a flat rate, an employee may be granted a salary step increase of up to three (3) salary steps upon promotion.
- E. Rate of Pay. If an employee's rate of pay is greater than the rate of pay in the classification to which the employee is being promoted, said employee shall remain at their higher rate of pay until their new classification either matches or passes that employee's rate of pay. For example, if a Firefighter/Paramedic is promoted to Fire Engineer, that employee shall continue to be paid at the Firefighter/Paramedic rate until such time that the top step of pay for Fire Engineer meets or exceeds the top step rate of a Firefighter/Paramedic.

SECTION 9. DEMOTION. If, pursuant to the provisions of this MOU, an employee is demoted to a position in a lower classification, the new salary rate must be at the top step of the salary range for the classification to which demoted.

SECTION 10. PARAMEDICS.

- A. Paramedic Assignment Pay. Fire Captains, Fire Engineers, and Firefighters assigned as Paramedics shall receive, in addition to their base salary, fourteen percent (14%) per month to be computed based on Top Step Firefighter. This form of pay, also referred to as "Paramedic Pay", shall be reported to California Public Employees' Retirement System (CalPERS) as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(2).
- B. Recertification Pay. Fire Captains, Fire Engineers, and Firefighters assigned as Paramedics shall receive, in addition to their base salary, \$50.00 per month upon the first re-certification, and an additional \$50.00 per month upon each subsequent re-certification, up to a maximum of four (4) re-certifications. This form of pay, also referred to as "Recertification Bonus", shall be reported to CalPERS special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(2).
- C. Paramedic Training Pay. The City agrees to provide a compensation plan for employees attending Paramedic training which will provide the student Paramedic a five percent (5%) bonus, in addition to their base salary, upon successful completion of the final examination prior to the start of the field internship. This form of pay, also referred to as "Educational Incentive", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(2).

SECTION 11. ASSIGNMENT PAY.

- A. Fire Captains assigned to perform the Fire Administrative Captain, Fire Prevention Captain, and Fire Training Captain functions shall receive fifteen percent (15%) above the Fire Captain's pay. This form of pay, also referred to as "Fire Staff Premium", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(3).

- B. Fire Safety Specialists assigned to perform the Plan Examiner functions or the Hazardous Materials Specialist functions shall receive ten percent (10%) above their base pay. The ten percent (10%) assignment pay does not apply to the Plan Examiner classification. This form of pay, also referred to as “Fire Inspector Premium”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4) and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(3).

SECTION 12. BILINGUAL PREMIUM. Employees covered by this MOU may be assigned by the Fire Chief, with approval of the Human Resources Director, to a bilingual assignment. The Fire Chief shall determine the number of bilingual assignment positions which are necessary based upon a demonstrable need and frequency of use. Employees on bilingual assignment shall receive \$140.00 per month for the duration of the assignment. Employees receiving bilingual assignment compensation may be required to take and pass a proficiency test on an annual or as needed basis, as determined by the Human Resources Department. No permanency or seniority may be obtained in a bilingual assignment and such assignment may be revoked at any time by the Fire Chief, the Human Resources Director, or a duly authorized designee. No employee shall be required to perform a Bilingual Assignment on a regular basis or employ bilingual skills on a regular basis who is not receiving bilingual pay pursuant to this Section. This form of pay, also referred to as “Bilingual Premium”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members and pursuant to CalPERS Regulations, Section 571.1(a)(3).

SECTION 13. EMT RESCUE TRANSPORT PREMIUM. Firefighters assigned to rescue/transport shall receive three percent (3%) of Top Step Firefighter per month during the period of such assignment. EMT-Ps are not eligible for this bonus. This form of pay, also referred to as “Emergency Medical Technician Pay”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant CalPERS Regulations, Section 571.1(a)(2).

SECTION 14. CRIME SCENE INVESTIGATOR PREMIUM. The Fire Inspector/Investigator assigned to perform duties as Crime Scene Investigator shall receive \$250.00 per month during the period of such assignment. The Fire Inspector/Investigator may be assigned at the discretion of the Fire Chief or duly authorized designee. This form of pay, also referred to as “Crime Scene Investigator Premium”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(3).

SECTION 15. TRAINING COMPANY PREMIUM. Employees assigned to the Training Company Engine, Squad, and Truck shall receive 2.5% of Top Step Firefighter per month for the period of such assignment. Employees receiving the Urban Search and Rescue (USAR) Assignment Bonus will not be eligible for Training Company Bonus. This form of pay, also

referred to as “Training Premium”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(3).

SECTION 16. URBAN SEARCH AND RESCUE (USAR) ASSIGNMENT PREMIUM.

Employees assigned to the USAR Company shall receive four percent (4%) of Top Step Firefighter for the period of such assignment. This form of pay, also referred to “Hazard Premium”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(3).

ARTICLE IV

WORK WEEK – WORK SCHEDULE

SECTION 1. SUPPRESSION EMPLOYEES. Fire suppression employees will work an average work week of 55.9 hours.

SECTION 2. ALL OTHER EMPLOYEES. The regular work week for all other employees shall consist of forty (40) hours [five (5) consecutive eight (8) hour days, or, four (4) ten consecutive (10) hour days] or a 9/80 work schedule. Meal periods will be considered time worked as provided by the Fair Labor Standards Act (FLSA) for safety employees on a 4/10 work schedule.

SECTION 3. Fire suppression employees shall be assigned to a 48/96 work schedule. The 48/96 work schedule consisting of three (3) Shifts (A, B, and C) scheduled to work two (2) consecutive twenty-four (24) hour shifts commencing at 0700, followed by four (4) consecutive twenty-four (24) hour shifts off.

SECTION 4. The work cycle for fire suppression employees will be eight (8) days within a twenty-four (24) day FLSA work period.

SECTION 5. STAFFING POLICY. The City and the Union shall follow the Staffing Policies, contained in Lexipol 215 Operations Staffing Policy and 1013 Operational Assignment Bid Policy, copies of which are attached hereto as Exhibits B and C.

ARTICLE V

OVERTIME CALL BACK PAY – SHIFT EXCHANGE

SECTION 1. COMPENSATORY OVERTIME. Compensatory time shall be paid as follows:

- A. For fire suppression employees who work an average work week of 55.9 hours, compensatory time shall accumulate at the premium rate of one and one-half (1½) hours of compensatory time for each one (1) hour of overtime actually worked in excess of the employee's regularly scheduled working hours for a work period.
- B. For employees who work an average work week of forty (40) hours, compensatory time shall be accumulated at the premium rate of one and one-half (1½) hours of compensatory time for each one (1) hour of overtime actually worked during the employee's regular work week.
- C. Only time actually worked shall count in the computation of overtime at the premium rate (time and one-half), except for call back in accordance with Section 7 of this Article.
- D. Compensatory time for overtime will be accumulated in one-quarter (¼) hour increments. Where an employee works less than one-quarter (¼) hour of overtime per day, the employee shall not receive compensatory time for overtime of less than one-quarter (¼) hour. In order to be entitled to compensatory time, such compensatory time must be authorized by the Fire Chief. Accumulated compensatory time not taken in the calendar year in which it was earned may be carried over to the next year in accordance with Section 3, Subsection B, of this Article.
- E. Suppression employees shall have the opportunity to accrue compensatory time for time worked in the following manner: if the employee works a twenty-four (24) hour overtime shift, the employee may elect to receive up to a maximum of twenty-four (24) hours of compensatory time and twelve (12) hours of FLSA premium pay.
- F. At the sole discretion of the Fire Chief, suppression employees who work an average work week of 55.9 hours may be granted exemption from voluntary and involuntary ("draft") overtime due to extenuating circumstances. The exemption period granted will typically be for six (6) months, but can be extended or shortened at the sole discretion of the Fire Chief, or duly authorized designee, due to extenuating circumstances. Exempt employees must exempt themselves from both voluntary and involuntary ("draft") overtime, not just one or the other.

SECTION 2. PAYMENT UPON SEPARATION. Employees shall receive payment for all accumulated compensatory time upon their separation.

SECTION 3. USAGE OF COMPENSATORY TIME PREVIOUSLY EARNED.

- A. Accumulated compensatory time may be taken by an employee upon appropriate entry in Telestaff or prior approval of the Fire Chief, or duly authorized designee, in accordance with the Department Staffing Policy. In any instance involving the

use of a fraction of a day's compensatory time, the minimum charge to the employee's compensatory time account shall be one-quarter ($\frac{1}{4}$) hour.

- B. Accrual of non-FLSA compensatory time shall be capped at ninety-six (96) hours for all employees.
 - 1. Upon promotion, all existing compensatory time hours shall be paid to the employee at the pay rate prior to promotion.
 - 2. Unused compensatory time may be converted to pay at any time upon request of the employee.

SECTION 4. OVERTIME (PAID OVERTIME). Compensatory time shall be paid at the regular rate of pay or equal time off, when authorized by the Fire Chief. Overtime shall be paid in accordance with the existing requirements of the Fair Labor Standards Act (FLSA). All premium overtime hours worked by covered (non-exempt) employees [either regular forty (40) hour work week, or, twenty-four (24) hour day/55.9-hour suppression work week] shall be compensated at one and one-half ($1\frac{1}{2}$) the employee's regular rate of pay. Half-time overtime (premium pay) shall be calculated on a twenty-four (24) day FLSA cycle and will be received during the pay period following the end of the twenty-four (24) day cycle in which it is worked. Regularly scheduled hours worked, minus leave time taken, plus overtime worked, determines actual hours worked. Employees are entitled to premium pay (half-time) on actual hours worked in excess of 182 hours during the twenty-four (24) day FLSA cycle. This form of pay, also referred to as "Fair Labor Standards Act", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5), and pensionable compensation for New Members pursuant to CalPERS Regulations, for Section 571.1(a)(4).

SECTION 5. Nothing herein is intended to limit or restrict the authority of the City to require any employee to perform overtime work pursuant to the current Department Staffing Policy referred to in Article IV, Section 5. Such procedure may be changed pursuant to agreement between the Union and the City. Except in emergency situations, as defined in Subsection A below, all overtime coverage (sick leave, vacation, etc.) will be on a rank-for-rank basis for the ranks of Firefighter, Fire Engineer, and Fire Captain.

- A. An emergency shall be defined as an event such as a major emergency, unusual occurrence, or extraordinary displacement of manpower and equipment, that the Fire Chief, or duly authorized designee, has determined to constitute a call back of a significant portion or all suppression employees.
- B. On a case-by-case basis, as determined at the sole discretion of the Fire Chief, an employee may elect to declare exemption from "forced hiring" (also known as the draft) on an overtime basis for a period of six (6) months on the condition that the employee agrees not to be eligible to work any voluntary overtime during that time period.

SECTION 6. From time to time, the Fire Department Administration may wish to send on-duty employees to Officer's Workshops or special classes. On these occasions, the Fire Department and the Union agree to permit acting positions on a voluntary basis, not to exceed one (1) shift in duration for any one (1) platoon for any one (1) class or workshop except by mutual consent.

- A. In those instances involving vacancies in the positions of Fire Engineer or Fire Captain, and there are no volunteers appearing on the over-time signup sheets, acting positions may be utilized to fill the vacated position(s).
- B. Acting positions are to be chosen on a voluntary basis from active eligibility lists.
- C. Utilization of acting employees will occur in lieu of "mandatory call back" (i.e., "draft") to fill vacant positions.

SECTION 7. CALL BACK PAY.

- A. When a fire suppression employee is required to report back to work after completing a normal work shift, and having left City premises and/or work locations, the fire suppression employee shall receive a minimum of three (3) hours of compensatory time as call back pay. Forty (40) hour employees will receive a minimum of two (2) hours as compensatory time for call back pay. Call back compensatory time shall be paid at the premium rate of time and one-half or equal time off, when authorized by the Fire Chief.
- B. During time of disaster, when so proclaimed by the Mayor of the City, overtime for all fire employees shall be computed as though the fire employee worked a forty (40) hour week.

SECTION 8. SHIFT EXCHANGE.

- A. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, and upon appropriate entry in Telestaff or prior approval of the Fire Chief, or duly authorized designee, in accordance with the current Department Staffing Policy referred to in Article IV, Section 5. No obligation shall accrue to the City as a result of the operation of this provision.
- B. It shall be the responsibility of the employee who has agreed to work to report for duty, or, if unable to report for duty, make arrangements for a replacement. In the event the employee is unable to find a replacement, the City may hire an overtime replacement and charge the vacation or compensatory time of the individual who was unable to report for duty.

SECTION 9. REIMBURSEMENT FROM CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL-OES). The City will compensate its employees overtime in accordance with the current MOU while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

ARTICLE VI

HEALTH BENEFITS

SECTION 1. HEALTH INSURANCE. The City contracts with CalPERS to make available those health insurance benefits provided under the Public Employees' Medical and Hospital Care Act (PEMHCA).

- A. Flexible Benefits Plan. The City shall provide a Section 125 Flexible Benefits Plan for active full-time and part-time eligible employees and pay the following monthly amounts to provide funds for optional health plans, dental plans, vision plans, health care reimbursement, dependent care, or cash as established by the Internal Revenue Service. The following amounts include the minimum amount required under PEMHCA, which is \$139.00 per month (\$143.00 for 2021). This contribution shall be adjusted annually on January 1st to the amount set by the CalPERS Board of Administration.

Effective Date	Single	2-Party	Family	Waiver
January 1, 2019	\$1,101.00	\$1,595.00	\$1,595.00	\$995.00
January 1, 2020	\$1,126.00	\$1,645.00	\$1,695.00	\$1,020.00
January 1, 2021	\$1,151.00	\$1,695.00	\$1,795.00	\$1,045.00
January 1, 2022	\$1,176.00	\$1,745.00	\$1,895.00	\$1,070.00
January 1, 2023	\$1,201.00	\$1,795.00	\$1,995.00	\$1,095.00

- B. Any premium amount in excess of the amounts designated in Subsection A necessary to maintain benefits under any benefits plan selected by the employee shall be borne solely by the employee.
- C. An employee cannot be enrolled in a CalPERS Health Benefits Plan if a spouse is enrolled with the City or enrolled through another agency with CalPERS Health Benefits Plans, unless the employee (or the spouse) is enrolled without being covered as a family member.
- D. If an employee chooses not to be enrolled in a health plan, the employee must provide proof of medical insurance (e.g., coverage under a spouse's employer's plan) that is compliant with the Affordable Care Act (ACA), as determined by the Human Resources Department. Based upon the determination that medical insurance is in full force and effect, eligible employees shall receive the amount

stipulated in Subsection A above noted as “Waiver”. Employees hired on or after March 29, 2020 who elect to waive medical insurance shall receive \$400.00 per month. The Human Resources Director shall determine the type and frequency of such proof of coverage. In the event that the employee loses eligibility (with documentation) for the Waiver, the employee shall enroll in the PERS Health Benefits Plan pursuant to the PERS Health Benefits Plan. Failure to do so within sixty (60) days shall result in the City seeking reimbursement of said contributions.

- E. Retired Annuitant Contribution. The City shall contribute toward the payment of premiums under the CalPERS Health Benefits Plan to each eligible retiree annuitant of CalPERS to the extent required by law, which is a contribution of \$139.00 per month (\$143.00 for 2021). This contribution shall be adjusted annually on January 1st to the amount set by the CalPERS Board of Administration.

SECTION 2. UNION GROUP BENEFIT PLAN. The City shall contribute to the Union \$48.00 per month per regular full-time employee toward any group benefit plan(s) selected by the Union. Included in the union group benefit plan are the following: life and long-term disability insurance. Such plans shall be open to all bargaining unit employees and the Union shall hold the City harmless, defend, and indemnify the City for any claims regarding the administration or payment of claims under any Union sponsored plan.

ARTICLE VII

EDUCATIONAL ASSISTANCE AND INCENTIVES

SECTION 1. EDUCATIONAL ASSISTANCE. The City will reimburse employees up to \$1,250.00 per fiscal year for the cost of tuition, textbooks, and other course-related fees required for approved community college courses, university courses, and courses certified through California State Fire Training, or any similar recognized agency, at the Federal, State, and Local level. Course-required equipment that is available to be borrowed from the City is not eligible for reimbursement. Additionally, the City will reimburse for the cost of registration at job-related professional conferences, seminars, and training classes. An approved course, conference, seminar, or training class is one designed to directly improve the knowledge of the employee relative to the employee’s specific job and must be approved by the Fire Chief and the Human Resources Director prior to registration. The employee must still be employed by the City when the course or class is completed. Costs associated with travel, lodging, meals (or per diem), parking, or any other costs are not eligible for reimbursement under this Section. Proof of attendance of course, conference, seminar, or training class is required prior to reimbursement. With respect to courses where achievement grades are provided, a final grade of C or better, or a Pass in a pass/fail course, is required in order to be eligible for reimbursement.

SECTION 2. EDUCATIONAL INCENTIVE PROGRAM. The following educational incentives are payable on a monthly basis for all employees in the bargaining unit.

Education Level	Monthly Incentive
60 Units	\$145.00
AA Degree	\$190.00
90 Units	\$210.00
BA/BS Degree	\$375.00
MA/MS Degree	\$550.00

It is the responsibility of the employee to submit official transcripts to the Fire Chief's Office indicating eligibility for this incentive program. After the documentation is reviewed and verified, the incentive will become effective the pay period following the approval of the Human Resource Director. This form of pay, also referred to as "Educational Incentive", shall be reported to CalPERS as special compensation and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(2).

Effective February 12, 2013, the monthly incentives described in this Section for achieving sixty (60) units and ninety (90) units shall no longer be available to individuals who have not yet qualified for those incentives (including employees hired after February 12, 2013).

SECTION 3. INTERNATIONAL CODE COUNCIL (ICC) INSPECTOR CERTIFICATION INCENTIVE. Non-safety employee assigned to the Fire Prevention Bureau who become certified by the ICC and maintain a Fire Inspector I Certification, or a higher level certification, shall receive \$100.00 per month. This certification pay shall continue provided the employee maintains valid certification. This form of pay, also referred to as "Educational Incentive", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(2).

SECTION 4. URBAN SEARCH AND RESCUE (USAR) CERTIFICATION INCENTIVE. Employees who have successfully completed State Fire Marshal certified Rescue Systems I, Rescue Systems II, Confined Space Rescue, Trench Rescue, and Swift Water Rescue classes will receive a \$50.00 per month certification pay. This form of pay, also referred to as "Educational Incentive", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(2).

ARTICLE VIII

UNIFORMS

SECTION 1. The City will purchase uniforms for all regular uniformed employees. Total expenditures for the Fire Department shall not exceed \$600.00 per calendar year per

uniformed employee. All uniforms thus purchased shall remain the property of the City of Orange. This form of pay, also referred to as “Uniform Allowance”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5); however, this form of pay is not pensionable compensation for New Members.

SECTION 2. All safety equipment, including protective clothing or devices required of employees in the performance of their duties, shall be furnished by the City. All safety equipment purchased by the City shall remain the property of the City.

ARTICLE IX

HOLIDAYS

SECTION 1. Employees shall receive the following ten (10) paid holidays in accordance with this Article:

- 1) January 1st (New Year’s Day)
- 2) Third Monday in February (Presidents’ Day)
- 3) Last Monday in May (Memorial Day)
- 4) July 4th (Independence Day)
- 5) First Monday in September (Labor Day)
- 6) November 11th (Veterans Day)
- 7) Fourth Thursday in November (Thanksgiving Day)
- 8) Fourth Friday in November (day after Thanksgiving Day)
- 9) December 25th (Christmas Day)
- 10) One (1) Floating Holiday

SECTION 2.

- A. Fire suppression employees who work an average work week of 55.9 hours shall receive holiday pay in lieu of holiday time off. The employee shall have the option annually to have holiday pay paid out in one of two ways: receive the holiday pay during the pay period that the holiday falls within, or, holiday hours shall be accrued and paid-off twice a year, with the pay-offs occurring in the pay period that includes Memorial Day and the pay period that includes Thanksgiving Day.
- B. One (1) working day equals twelve (12) hours for suppression employees.
- C. Fire employees who have a regular forty (40) hour work week shall receive ten (10) hours off with pay for such holidays.
- D. As set forth in this MOU, the terms “holiday pay” or “holiday pay in lieu of time off” shall be defined as cash compensation in the same amount the affected employee would have received had the employee taken the holiday off with pay,

which would include the individual's base pay, plus premiums that qualify as special compensation as defined by Public Employees' Retirement Law (PERL). This form of pay, also referred to as "Holiday Pay", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(4).

- E. Any accumulated holiday compensatory time accrued in excess of 120 hours per calendar year shall be automatically paid to the employee in the pay period which includes January 1st of the following calendar year.

SECTION 3. For those employees whose regular work week is forty (40) hours, in the event any of the above holidays fall on a Sunday, the following Monday will be deemed a holiday. When any of the above holidays fall on a Saturday, the preceding Friday will be deemed a holiday. When any of the above holidays fall on an employee's regularly scheduled day off during the week, employees will be credited with ten (10) hours of holiday compensatory time.

SECTION 4. Should an employee whose regular work week is forty (40) hours be required to work on a holiday listed in Section 1 above, the employee shall receive holiday pay and straight time pay for all hours worked on the holiday or the equivalent time off as compensatory time. Work on a holiday must be approved by the Fire Chief. Employees shall receive no other compensation for working a holiday.

SECTION 5. Should any of the holidays listed above fall during an employee's vacation period, the employee shall receive holiday pay for such holidays, which will reduce the charge made against the employee's accumulated vacation.

SECTION 6. The floating holiday shall be taken upon appropriate entry in Telestaff or with the approval of the Fire Chief, or duly authorized designee, according to the Department Staffing Policy.

- A. Employees will be credited one (1) floating holiday as of January 1st.
- B. The floating holiday hours shall be taken as time off from work no later than December 31st of the same year in which they were earned.
- C. The floating holiday hours are not accumulative and shall be forfeited should they not be taken during the calendar year it was earned.
- D. Employees whose employment with the City ends prior to using the floating holiday hours shall receive cash reimbursement for said floating holiday hours.

ARTICLE X

VACATION

SECTION 1. Employees accrue vacation as indicated in Appendix A.

- A. **SCHEDULE 1:** For employees who work an average work week of 55.9 hours.
- B. **SCHEDULE 2:** For Fire Captains who work an average work week of 55.9 hours.
- C. **SCHEDULE 3:** For employees who work a regular work week of forty (40) hours.
- D. **SCHEDULE 4:** For Fire Captains who work a regular work week of forty (40) hours.

SECTION 2. Vacation shall be taken by employees upon appropriate entry in Telestaff or prior approval of the Fire Chief, or duly authorized designee, according to the Department Staffing policy.

- A. Where possible, vacation should be taken annually and not accumulated from year to year.
- B. Vacation not in excess of the amount earned in the immediately preceding twenty-four (24) month period may be accumulated.
- C. Employees shall not accumulate vacation in excess of the amount earned in the immediately preceding twenty-four (24) month period.

SECTION 3. Employees may convert up to fifty percent (50%) of their current annual vacation accrual into pay in lieu of time off with pay. Such conversion may occur once per calendar year.

SECTION 4. Employees who separate employment with the City shall be paid for accrued and unused vacation, if any, and the prorated portion of their final accrual. Prorated vacation shall be on the basis of one-twelfth (1/12) of the employee's annual vacation pay for each full month of service.

SECTION 5. Probationary Firefighters shall not be permitted to utilize accumulated vacation until successfully passing their one-year probationary test. The Fire Chief shall have the discretion to allow an exception to this policy for extenuating circumstances.

ARTICLE XI

OTHER LEAVES OF ABSENCE

SECTION 1. LEAVE OF ABSENCE WITHOUT PAY. For all regular employees as described herein, the following Leave Without Pay procedure shall apply:

- A. After all available and applicable leave benefits have been exhausted, an employee, not under suspension, may make written application to the Fire Chief for a leave of absence without pay. No such leave will be considered absent a written application from the employee requesting leave.
- B. If the Fire Chief and the Human Resources Director agree that such leave is merited and in the interest of the City, leave may be granted for a period not to exceed six (6) months following the date of expiration of all other allowable leave benefits.
- C. No employment or fringe benefits such as sick leave, vacation, health insurance, and in some cases retirement, or any other benefits shall accrue to any employee on leave of absence without pay, except as denoted in Subsection D below and under the City's Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL) policies. During such leave in excess of five (5) working days, no seniority shall be accumulated.
- D. Medical, dental, vision, life, disability and other insurances may be continued during a leave of absence without pay, provided direct payment of the total premium by the employee is made through and as prescribed by the Payroll Division of the City. The City will pay up to six (6) months of the Flexible Benefit Plan towards insurance premium contributions for employees who are on an approved long-term disability leave.
- E. At the end of such leave, if the employee desires additional leave, written application must be made through the Fire Chief to the Human Resources Director at least ten (10) days before the end of the leave, stating the reasons why the additional leave is desired and why it would be in the interest of the City to grant such leave of absence. If such additional leave is merited and would still preserve the interest of the City, the Human Resources Director may approve such extension of the leave of absence for a period up to, but not to exceed, an additional six (6) months.
- F. If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the employee shall be considered to have resigned from employment with the City.
- G. An employee on a leave of absence without pay must give the City at least seven (7) days' written notice of intent to return to work prior to returning to work.

- H. Any employee who engages in outside employment during said leave of absence without prior notification and approval of the Human Resources Director and Fire Chief may be subject to termination.
- I. Any employee who falsifies the reason for the request for said leave of absence, or extension thereof, may be terminated.
- J. Employees granted such leave on the same basis for pregnancy, childbirth, adoption, and other medically related conditions shall retain seniority rights.
- K. Forms setting forth the leave of absence without pay benefits and other pertinent information shall be maintained for distribution in the Human Resources Department.

SECTION 2. JURY DUTY AND WITNESS SERVICE FOR THE CITY.

- A. Jury Duty. When required to serve on a jury while on duty during a regular work shift (excluding overtime shifts), employees shall have paid time off for a period of actual service required on the jury, provided all jury fees paid to the employee, are turned over to the City, with the exception of automobile expenses allowed. Once an employee has completed jury service, the employee must provide the Certificate of Jury Service to the supervisor to qualify for jury duty compensation.
- B. Witness Service for the City. If an off-duty employee is called as a witness on behalf of the City, the employee shall receive overtime pay for the period of actual service required. As a condition of receiving pay while serving as a witness for the City, employees shall be required to submit to the City any witness service fees received.
- C. Upon completion of Jury Duty and/or Witness Service for the City, the employee shall contact the on-duty Fire Battalion Chief, or duly authorized designee, to reconcile the remainder of the employee's work shift.

SECTION 3. MILITARY LEAVE OF ABSENCE. If an employee is deployed or required to attend military training, the employee shall be entitled to military leave of absence under the provisions of State law found in applicable sections of the California Military and Veterans Code. Employees must provide a copy of their military orders to the Human Resources Department to qualify for a military leave of absence. Any exceptions to this provision shall be considered on a case-by-case basis, with final approval of the Human Resources Director.

SECTION 4. SICK LEAVE. Sick leave shall accrue and be charged in accordance with the following:

- A. For employees who work an average work week of 55.9 hours, twelve (12) hours of sick leave will accrue for each month of continuous service.

- B. For employees who work a regular work week of forty (40) hours, eight (8) hours of sick leave will accrue for each month of continuous service.
- C. All non-benefited employees accrue receive sick leave as required by State law.
- D. For employees who work an average work week of 55.9 hours, sick leave will be charged at the rate of one (1) shift [twenty-four (24) hours] for each work shift an employee is absent.
- E. For employees who work a regular work week of forty (40) hours, sick leave will be charged at the rate of one (1) day (10 hours) for each work day an employee is absent.
- F. In any instance involving the use of a fraction of a day's sick leave, the minimum charged to the employee's sick leave account shall be one-quarter ($\frac{1}{4}$) hour, while additional actual absence of over one-quarter ($\frac{1}{4}$) hour shall be charged to the nearest one-half ($\frac{1}{2}$) hour.

SECTION 5. SICK LEAVE USAGE. Any employee eligible for sick leave shall be granted such leave for the following reasons:

- A. Personal illness or physical incapacity resulting from causes beyond the employee's control, including pregnancy, childbirth, and other medically related conditions.
- B. Medical, dental, and vision appointments during working hours, when authorized by the Fire Chief, or duly authorized designee.
- C. Family Sick Leave. Employees who work a regular work week of forty (40) hours may charge up to forty-eight (48) hours per calendar year to sick leave for reasons of illness or injury of any employee's immediate family. Employees who work an average work week of 55.9 hours may charge up to seventy-two (72) hours per calendar year to sick leave for reasons of illness or injury of an employee's immediate family. "Immediate family" as used in this Subsection is limited to any relation by blood, marriage, or adoption who is a member of the employee's household (under the same roof), and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, brother, sister, grandchild, or grandparent of the employee, regardless of residence.
- D. For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code Sections 230(c) and 230.1(a).
- E. Sick leave may be applied only to absence caused by illness or injury, as set forth in Section 7 of this Article, of an employee and may not extend to absence caused

by illness or injury of a member of the employee's family, except as set forth in Subsection C above.

- F. The Fire Chief shall be responsible for control of misuse of sick leave benefits if such absence exceeds four (4) consecutive working days for forty (40) hour work week employees or two (2) consecutive twenty-four (24) hour shifts for suppression employees. An employee may be required, as a condition for receiving sick leave pay, to furnish a certificate of illness issued by a licensed physician or nurse, or other satisfactory evidence of illness, in writing. The Fire Chief may establish a reasonable sick leave usage, monitoring, and control program to develop acceptable standards for attendance and usage, and may take appropriate action when necessary.
- G. The Union shall cooperate with the Fire Chief in efforts to ensure sick leave benefits are used appropriately.
- H. Service Retirement. Upon retiring from City service and entering CalPERS as a retired annuitant, an employee shall receive the following payout for accrued unused sick leave:

Suppression Employees	
Sick Leave Hours	Payout Percentage
Hours 0-720	0%
Hours 720.01-1,080	25%
Hours 1,080.01+	50%

40-Hour Employees	
Sick Leave Hours	Payout Percentage
Hours 0-600	0%
Hours 600.01-900	25%
Hours 900.01+	50%

- I. Service Retirement Pending Industrial Disability Retirement. Following the City's receipt of CalPERS' determination correspondence granting an employee's industrial disability retirement pursuant to CalPERS retirement law, all accrued and unused sick leave shall be deposited into the employee's Post Employment Health Plan (PEHP).
- J. Industrial Disability Retirement. Following the City's receipt of CalPERS' determination correspondence granting an employee's industrial disability retirement pursuant to CalPERS retirement law, all accrued and unused sick leave shall be deposited into the employee's PEHP. Or, in the alternative, at the employee's timely written request submitted to the Fire Chief, the effective date of the employee's retirement may be delayed by applying some or all of the employee's remaining unused sick leave for service credit, in accordance with Public Employees' Retirement Law. In such case, any unused sick leave not applied for service credit shall be deposited into the employee's PEHP.
- K. Upon the death of an employee while employed by the City, 100% of all accrued sick leave benefits shall be paid to the beneficiary of the deceased employee.

Payment will be made when proper authorization is received from the estate of the decedent employee.

SECTION 6. BEREAVEMENT LEAVE. Employees shall be entitled to take up the following amount of paid bereavement leave per incident under the following terms and conditions:

- A. Bereavement leave may only be used upon the death, or critical illness where death appears to be imminent, of a member of the employee's immediate family. "Immediate family" is used in this MOU to include any relation by blood, marriage, or adoption, who is a member of the employee's household, under the same roof, and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, brother, or sister of the employee, regardless of residence.
- B. Days of absence due to bereavement leave shall not exceed three (3) working days per incident for forty (40) hour employees or two (2) twenty-four (24) hour shifts per incident for 55.9 hour employees.
- C. An employee on bereavement leave shall inform the immediate supervisor of that fact, and the reasons therefore, as soon as possible. Failure to do so within a reasonable period of time may be cause for denial of bereavement leave for the period of absence. The City may require documentation as a condition to payment of bereavement leave.

SECTION 7. WORKERS' COMPENSATION. Workers' Compensation benefits will be provided as follows:

- A. Safety Employees. Salary continuance for safety employees will be provided in accordance with the current State of California's Division of Workers' Compensation laws and regulations.
- B. Non-Safety Employees. Non-safety employees shall be granted temporary disability leave in accordance with the current State of California's Division of Workers' Compensation Laws and regulations. When a City employee is entitled to receive temporary disability payments, the City will contribute additional compensation to allow the employee to receive 100% of their regular rate of pay, or provide full salary continuance, for the first thirty (30) days starting from the date of injury. The employee will then receive eighty percent (80%) of salary for up to an additional 335 calendar days. Temporary disability leave in excess of 365 days will be provided subject to current State regulations. Thereafter, the regular temporary disability Workers' Compensation rate will apply.
- C. Course of Employment. Should it be determined by the employee's doctor, or a doctor agreed upon by both parties, or an Administrative Law Judge through the Workers' Compensation Appeals Board, that an employee's illness or injury did not

arise in the course of the employee's employment with the City or that the employee is not temporarily or permanently incapacitated or disabled as a result of the injury or illness, then the employee's accrued, or if insufficient, future, sick leave, shall be charged to reimburse the City for any payments made to the employee pursuant to above.

- D. Pre-Designation of Physician. Before a work related injury, an employee may elect to pre-designate a qualified medical provider if done in accordance with the State of California's Division of Workers' Compensation.
- E. Fringe Benefits. An employee receiving benefits pursuant to Labor Code section 4850 or temporary disability will continue to receive the City's contribution to the employee's benefit premiums, such as medical plan, dental plan, and vision plan. All authorized deductions will continue as though the employee is on regular work status. If the employee is no longer eligible to receive temporary disability benefits, the employee shall be responsible for paying the employee's benefit premiums. Any contributions to the employee's benefits not paid pending the determination of whether an injury/illness is job-related and compensable shall be paid retroactively if compensability is determined and accepted by the City.
- F. An employee receiving temporary disability payments in accordance with the current State of California Division of Workers' Compensation laws and regulations may use accumulated leave (including sick leave, vacation, compensatory time, etc.) to supplement temporary disability payments to reach the amount equal to the employee's full regular pay until the employee's leave balances reach zero, at which time, the employee would no longer be able to supplement the temporary disability payments.

ARTICLE XII

RETIREMENT

SECTION 1. The City participates in the California Public Employees' Retirement System (CalPERS). This participation shall include, but is not limited to, the following retirement benefits for employees:

- A. Safety Retirement Formula – New Members. Safety employees who are New Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2.7% @ age 57 retirement formula as set forth in California Government Code Section 7522.25(d). These New Members are subject to the three (3) year final compensation measurement period set forth in California Government Code Section 7522.32. These New Members shall contribute fifty percent (50%) of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in

California Government Code Section 7522.30(c). In all other respects, New Members shall be subject to the terms and requirements of Public Employees' Pension Reform Act (PEPRA).

Effective the pay period beginning June 21, 2020 through June 19, 2021, these New Members shall temporarily pay an additional two percent (2%) of pensionable compensation, on a pre-tax basis, towards the City contribution pursuant to the cost sharing arrangement set forth in California Government Code 20516(f).

- B. Safety Retirement Formula – Classic Members. Safety employees who are not defined as New Members as outlined in Section A above are defined as Classic Members of CalPERS and are subject to the 3% @ age 50 retirement formula as set forth in Section 21362.2 of the California Government Code. These Classic Members are subject to the one (1) year final compensation measurement period as set forth in California Government Code Section 20042. These Classic Members shall contribute twelve percent (12%) of their compensation earnable, on a pre-tax basis.

Effective the pay period beginning June 21, 2020 through June 19, 2021, these Classic Members shall temporarily pay an additional two percent (2%) of compensation earnable, on a pre-tax basis, towards the City contribution pursuant to the cost sharing arrangement set forth in California Government Code 20516(f).

- C. Miscellaneous Retirement Formula – New Members. Miscellaneous employees who are New Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2% @ age 62 retirement formula as set forth in California Government Code Section 7522.20. These New Members are subject to the three (3) year final compensation measurement period as set forth in California Government Code Section 7522.32. These New Members shall contribute fifty percent (50%) of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30. In all other respects, New Members shall be subject to the terms and requirements of PEPRA.

Effective the pay period beginning June 21, 2020 through June 19, 2021, New Members shall temporarily pay an additional two percent (2%) of pensionable compensation, on a pre-tax basis, towards the City contribution pursuant to the cost sharing arrangement set forth in California Government Code 20516(f).

- D. Miscellaneous Retirement Formula – Classic Members. Miscellaneous employees who not defined as New Members as outlined in Section C above are defined as Classic Members of CalPERS and are subject to the 2.7% @ age 55 retirement formula as set forth in Section 21354.5 of the California Government Code. These Classic Members are subject to the one (1) year final compensation measurement period set forth in California Government Code Section 20042. These Classic

Members shall contribute eight percent (8%) of their compensation earnable, on a pre-tax basis.

Effective the pay period beginning June 21, 2020 through June 19, 2020, these Classic Members shall temporarily pay an additional two percent (2%) of compensation earnable, on a pre-tax basis, towards the City contribution pursuant to the cost sharing arrangement set forth in California Government Code 20516(f).

- E. The Union and the City agree to meet in December 2020 to discuss the status of the City's budget and the possibility of reducing the temporary additional member contributions earlier than June 19, 2021.

SECTION 2. 1959 CALPERS SURVIVOR BENEFIT. The City provides the 1959 CalPERS Survivor Benefit at the Fourth Level Option (California Government Code Section 21574) for all covered employees. Employees shall pay their \$2.00 monthly contribution through payroll deduction. The City shall pay the employer portion subject to the following limit: in the event the employer portion exceeds \$6.00 monthly, employees pay any portion of the employer portion that exceeds \$6.00 monthly.

SECTION 3. POST-EMPLOYMENT HEALTH PLAN (PEHP). The Union agrees to participate in the PEHP for Collectively Bargained Public Employees (hereinafter referred to as "Plan") in accordance with the terms and conditions of the Plan's Participation Agreement between the Union and their selected investment administrator.

The Union shall reserve the right to select the program and administrator for their post-employment health care needs. The Union will indemnify and release the City from any and all liabilities.

When an employee retires from the City, the City shall contribute the value of the employee's leave accruals into the Insurance Premium Reimbursement Account sub-account pursuant to the terms and conditions of the Plan as follows:

- A. 100% of accrued eligible sick leave;
- B. 100% of accrued eligible vacation; and
- C. 100% of accrued eligible other leave (i.e., holiday, compensatory time, etc.).

The Union reserves the right to annually modify the percentage of leave amounts and/or contributions to the Plan on behalf of its members. No modification will be effective without a corresponding amendment to the Plan's Participation Agreement by the City.

Employees who are eligible for fully paid family retiree medical benefits shall not be eligible for the Plan, and as such, upon retirement, leave amounts listed above shall be paid to the employee upon retirement. Such employees, upon submitting notice of retirement to the City, shall notify the Human Resources Department with appropriate documentation that they are eligible for fully paid family retiree medical benefits, and thus do not qualify for the Plan.

SECTION 4. DEFERRED COMPENSATION PLAN. The City shall offer Schwab Personal Choice Retirement Account (PCRA) as a Deferred Compensation Plan, with an independent advisor selection, on the condition that the City incur no cost as a result of this action.

ARTICLE XIII

TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT

The City has established a Travel and Business Expense Reimbursement Policy (Administrative Policy 4.13) to reimburse City employees when conducting City business, attending business or professional conferences, training seminars, or other travel on authorized City business.

Any employee who is required to travel in the performance of their duties or to attend an authorized meeting or conference or otherwise incurs expenses relating to the conduct of City business shall be reimbursed for reasonable expenses incurred for transportation, meals, lodging, and incidentals as outlined in the Administrative Policy referenced above.

Travel related to Professional Development as outlined in Article VII, Section 1, is excluded from this provision.

ARTICLE XIV

SAFETY STANDARDS

SECTION 1. The City and its employees agree to comply with all applicable Federal, State and Local laws, as well as City policies, which relate to health and safety. In addition, the City and the Union agree to actively pursue the continuation of safe working procedures and environments.

SECTION 2. MINIMUM STAFFING LEVEL. The daily minimum staffing level shall be 35 sworn Fire Department employees per twenty-four (24) hour shift. In the event that any additional engine, truck, paramedic, or ambulance companies are added to the complement of staffed emergency response companies, an increase to the minimum daily staffing level shall accordingly be reflected in this provision.

SECTION 3. HEALTH FITNESS STANDARDS. In an effort to improve and maintain the physical and mental wellbeing of all safety employees, and to reduce the frequency and severity of work related injuries and illnesses, the Union and the City agree to the following Health Fitness Standards:

- A. Weight and Body Fat: Employees shall maintain their weight and body fat within established standards based upon their age, height, and bone structure, as established by the recognized medical authority.

B. Smoking and Vaping: As a condition of employment, employees shall refrain from smoking and/or vaping on duty. Employees will be encouraged to become, or remain, non-smokers/non-vapers and be provided with information and/or training to assist such effort, and the City may provide medical assistance as required.

C. Physical Fitness: The City shall allow and encourage employees to participate in recognized physical fitness programs while on duty before 0900 and after 1700 which shall not conflict with the Department's ability to provide services or previously scheduled activities. The physical fitness programs presently recognized are:

- 1) Individual progressive conditioning programs that improve strength, stamina, and flexibility.
- 2) Individual cardiovascular conditioning programs that improve strength and stamina.
- 3) IAFF Wellness/Fitness Program.

Sporting team-type activities such as basketball, volleyball, football, baseball, hockey, or soccer are expressly prohibited.

D. Responsibilities.

- 1) The City shall provide optional physical examinations that meet or exceed National Fire Protection Association recommendations for all safety employees. The results of all exams, except that which is required by law, shall be confidential between the examining physician and the employee.
- 2) The department shall designate a "Medical Officer" to coordinate scheduling, maintain records, and establish compliance.
- 3) The department shall provide the following at each fire station:
 - a) Exercise mats, including 3' x 6' outdoor carpet
 - b) Weight scale
 - c) Treadmill
 - d) Stairstep machine
 - e) Free-weight set with dumbbells and appropriate benches

E. The City and Union agree that no employee shall report to work under the influence of narcotics, drugs, controlled substances, alcohol, or any other substance that may impair the employee's ability to perform in a safe and efficient manner.

SECTION 4. MODIFIED LIGHT DUTY WORK PROGRAM. Work restrictions resulting from off-duty injuries may be accommodated at the discretion of the Fire Chief and Human Resources Director. Employees may, at the sole discretion of management, be required to work in a temporary modified light duty assignment, depending on the employee's medical condition and work restrictions, while recovering from an injury or illness. The temporary modified light duty assignment will accommodate the employee's work restrictions as indicated by a physician and depend upon the availability of temporary light duty work in the Fire Department. Such a temporary light duty work assignment shall be for a maximum of three (3) months, which may be extended based on the employee's health condition and Americans with Disabilities Act and Fair Employment and Housing Act regulations and requirements.

ARTICLE XV

NO STRIKE – NO LOCKOUT

SECTION 1. PROHIBITED UNION CONDUCT. The Union, its officers, agents, representatives, and members agree that during the term of this MOU, they will not cause or condone any strike, walkout, slowdown, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute just cause for discharge pursuant to Article XVII.

SECTION 2. PROHIBITED CITY CONDUCT. The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

SECTION 3. UNION RESPONSIBILITY. In the event that the Union, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1 of this Article, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU, and request that all such persons immediately cease engaging in prohibited conduct and return to work.

If the Union acts in good faith to meet its responsibilities as set forth above, the Union, its officers, agents, representatives, and its members shall not be liable for damages for prohibited conduct engaged in by employees who are covered by this MOU in violation of Section 1 of this Article.

SECTION 4. The City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article.

ARTICLE XVI

CITY MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. The City reserves, retains, and is vested with, solely and exclusively, all rights and responsibilities of Management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights and responsibilities existed prior to the execution of this MOU. The sole and exclusive rights and responsibilities of Management, as they are not abridged by this MOU or by law, shall include, but not be limited to, the following:

- A. To manage the City generally and to determine issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the Management decision.
- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the location of facilities, methods, technology, means, and size of the workforce by which the City operations are to be conducted.
- H. 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 or subcontract for any work or operation of the City.
- I. 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.
- J. To relieve employees from duties for lack of work, economic conditions, or similar non-disciplinary reasons subject to negotiations as required by law.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline, employees for just cause, subject to procedural due process pursuant to Article XVII.

- M. To determine job classifications and to reclassify employees and to determine job classifications to be assigned to the Union as a result of a new operation subject to negotiations as required by law.
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To promulgate reasonable rules and regulations to maintain order and safety in the City which are not in contravention with this MOU.
- R. To maintain order and efficiency in its facilities and operations.
- S. To take any and all necessary action to carry out the mission of the City in emergencies as set forth in Article XXII, Section 4.

SECTION 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact a significant number of employees of the Union, the City agrees to meet and confer in good faith with representatives of the Union regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this MOU, or in Personnel Rules and Salary Resolutions and Administrative Policies, which are incorporated in this MOU. By agreeing to meet and confer with the Union as to the impact and the exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

SECTION 3. MUTUAL RESPONSE AGREEMENTS. The City shall continue those mutual response agreements outside the City limits that are currently in effect and to subcontract and enter into agreements with other cities or agencies for the purpose of providing a multi-purpose training facility and communications centers. The City agrees to negotiate with the Union regarding the impact of any joint training agreement or any new mutual response agreements and/or modifications to current agreements.

SECTION 4. If the City discontinues an employee's use of a City vehicle, the City will negotiate an equivalent benefit.

ARTICLE XVII

DISCIPLINE AND DISCHARGE – RULES AND REGULATIONS

SECTION 1. The City shall have the right to discipline and discharge employees for just cause.

SECTION 2. Employees shall not be disciplined or discharged for reasons that are arbitrary, capricious, and/or discriminatory.

SECTION 3. The Union and the employee shall receive a copy of all discipline or discharge notices.

SECTION 4. The City shall have the right to issue reasonable employee rules and regulations not in conflict with the express terms of this MOU, provided that such rules and regulations are:

- A. Submitted to the Union prior to adoption.
- B. Discussed with the Union prior to adoption, and feedback submitted by the Union is considered.
- C. Posted in conspicuous places so that employees are advised and have notice of such rules and/or regulations prior to implementation.

SECTION 5. In order to comply with the provisions of the Firefighters Procedural Bill of Rights (FBOR) Act, as set forth by California Government Code Section 3250 et seq., in conjunction with the provisions of this MOU, the City and the Union hereby agree as follows:

- A. The City shall comply with the provisions of the FBOR as set forth in Government Code Section 3250 et seq.
- B. Disciplinary actions subject to the grievance procedure set forth in Article XXI shall include discipline as defined by the FBOR. If the discipline is of a nature that entitles an employee to a hearing under the FBOR, that hearing shall be conducted in conformance therewith. The parties agree that the arbitrator selected pursuant to the procedures in Article XXI, Section 6 shall act in the capacity of the hearing officer and conduct the hearing in accordance with the FBOR.
 - 1) The Department and the Union shall endeavor to appraise each other of potential disciplinary issues and investigations as soon as appropriate.
 - 2) Employees subject to investigatory interviews may be accompanied by a representative and/or legal counsel if requested, as long as legal

counsel is reasonably available and does not cause any significant delay of the investigation.

- C. Any hearing on a grievance alleging a violation of the FBOR shall be conducted in conformance with the procedure set forth in this Section.

ARTICLE XIX

PAYCHECK INFORMATION

SECTION 1. UNION DUES DEDUCTIONS. The City shall deduct Union dues and supplemental benefit payments from employee paychecks on a bi-weekly basis. The City shall process these deductions based on the information certified to be current by the Treasurer of the Union. The total amount of deduction shall be remitted by the City to the Union within ten (10) calendar days of each applicable payday.

SECTION 2. INDEMNIFICATION. The Union agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Union, except of the intentional failure to transmit, to the Union, monies deducted from the employees pursuant to this Article, or caused by the Union's negligence. The Union shall notify the City within ten (10) calendar days of any discrepancy concerning Union dues or other payroll deductions pursuant to this Article. If the Union does not notify the City of any discrepancy within ten (10) calendar days, the City shall be relieved of any asserted discrepancy.

SECTION 3. DIRECT DEPOSIT. Employees are required to participate in the City's direct paycheck deposit program.

ARTICLE XX

UNION REPRESENTATION

SECTION 1. Employees shall have the right to representation by the Union with respect to all matters within the scope of employee-employer relations, including procedural due process, in accordance with State law.

SECTION 2. The Union shall notify the Human Resources Director's office and the Fire Chief, or duly authorized designee, in writing, of the names of its authorized Union Representatives.

SECTION 3. Union representation, including the investigation and processing of grievances during working hours, shall be conducted by the Union President and/or duly authorized designee(s).

SECTION 4. The on-duty Shift Commander shall be given sufficient notice by the Union Representative(s) of such on-duty representation during normal working hours.

SECTION 5. Union Representation, including the processing and investigating of grievances, shall not unreasonably interfere with employees in the performance of their duties.

SECTION 6. Upon notice to the City, and approval of the Fire Chief, or duly authorized designee, Union Representatives or other designees shall be granted leave from work to attend to Union business without loss of compensation. The Fire Chief, or duly authorized designee, is authorized to grant up to a total of 312 hours off with pay, per fiscal year for the Union Board, or its designees, in its entirety (not 312 hours per member of the Board) for such Union business, as defined by the Union President, or duly authorized designee, exclusive of time spent for collective bargaining and grievance processing. Any of the 312 hours which are not used prior to July 1st of the fiscal year will automatically be forfeited.

ARTICLE XXI

GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. GRIEVANCE DEFINED. A grievance shall be defined and limited to a dispute or controversy between an employee, group of employees, and/or the Union and the City regarding the application or interpretation of this MOU, Personnel Rules and Regulations of the City, and/or departmental rules, regulations, or practices.

SECTION 2. PROCEDURAL DUE PROCESS. Concerning pre-disciplinary matters, the grievance procedure shall not act as a substitute for procedural due process rights for individual employees.

SECTION 3. APPLICATION OF PROCEDURE. All grievances shall be adjusted in accordance with the procedure set forth in this Article and shall constitute the exclusive means and procedure for the settlement and disposition of all grievances. Employees may process their own grievances provided that no part of the grievance is inconsistent with the terms of this MOU, and the Union has been given an opportunity to be present at all grievance proceedings, including adjustment of the grievance.

SECTION 4. TIMELY FILING AND PROCESSING OF GRIEVANCES. Any grievance not filed within the time limit set forth herein shall be barred and waived. Any grievance not timely processed through the next step of the grievance procedure shall be considered resolved in accordance with the proper answer of the City. Any issue or dispute concerning the procedures of this grievance procedure, including the timeliness of the filing or processing of a grievance, shall be subject to determination by the Arbitrator pursuant to Section 5, Subsection C, of this grievance procedure. The Arbitrator shall decide any issue or claim as to timeliness or whether a filed grievance meets the test of arbitrating, as set forth in this MOU. The Arbitrator shall proceed to decide such issue before hearing the case upon its

merits, and if possible, shall issue a bench decision at the completion of the presentation of evidence concerning the issue.

SECTION 5. STEPS OF GRIEVANCE PROCEDURE. A grievable matter shall first be discussed on an informal basis with the immediate supervisor (if the supervisor has the power to adjust the matter) prior to filing a formal grievance. If an informal discussion with the immediate supervisor does not resolve the issue, the following steps shall be followed:

- A. Step I. A grievance must be filed, in writing, with the Fire Chief, or duly authorized designee, within twenty (20) calendar days of the grievant knowing, or in the exercise of reasonable diligence should have known, of the event giving rise to the grievance. Within twenty (20) calendar days of receipt of the grievance, the Fire Chief, or duly authorized designee, shall meet with the grievant and the grievant's representative and submit a written response thereto.
- B. Step II. If the grievant is not satisfied with the decision of the Fire Chief, or if the grievant has not received a written decision within the time specified, the grievant may file a written appeal with the City Manager, or duly authorized designee, within twenty (20) calendar days of the answer or such time when the answer was due. Within twenty (20) calendar days of receipt of written appeal, the City Manager, or duly authorized designee, shall meet with the grievant and the grievant's representative, and shall submit a written response thereto within twenty (20) calendar days of receipt of the written appeal.
- C. Step III. Either party to the dispute may request that the dispute be submitted to arbitration in accordance with procedure contained herein. Such request shall be submitted in writing within twenty (20) calendar days after completion of Step II above, with a copy served by mail to the other party.

SECTION 6. ARBITRATION PROCEDURE.

- A. The City and the Union shall promptly meet to attempt to mutually select an arbitrator. If such selection cannot be accomplished, either the City or the Union may notify the California State Mediation and Conciliation Service (CSMCS) to submit nine (9) names of neutrals that are qualified to serve as an arbitrator. The City and the Union shall meet within five (5) business days upon receipt of the list of arbitrators to mutually select the Arbitrator to hear the dispute or to alternately strike-off names until only one arbitrator remains. That person shall then serve as the Arbitrator. In the event that either the City or the Union desires to strike an entire list submitted by the CSMCS, such party may do so on up to two (2) occasions. In that case, the parties shall mutually and promptly request a new list from the CSMCS.
- B. The Arbitrator shall not have the authority to add to, modify, or subtract from this MOU or to take testimony from one party outside the presence of the other. The Arbitrator's authority is thus limited to deciding whether there has been a violation

of this MOU pursuant to a grievance as defined in this Article, and the determination of an appropriate remedy for any such violation. The Arbitrator shall only have authority to issue recommendations or an advisory award concerning the interpretation or application of Article XIV, and such award shall not be binding upon the parties.

Furthermore the Arbitrator shall not have the authority or power to render a binding decision that requires the City to expend additional funds, hire additional employees, buy additional equipment or supplies, pay wages or benefits not specifically provided for in this MOU, or to take any action which would be in violation of Federal or State laws.

- C. The decision of the Arbitrator shall be final and binding upon the City, Union, grievant, and all employees covered by this MOU in the following cases:
 - 1) All discipline and discharge cases of employees. In discipline cases, the Arbitrator's remedy may include reinstatement and/or back pay in full or in part.
 - 2) Disputes regarding the interpretation or application of specific provisions of this MOU.
- D. Unless extended by mutual agreement of the parties, the Arbitrator shall render a decision and award within one (1) month after the close of the hearing and the receipt of briefs, if any.
- E. The compensation and expenses of the Arbitrator shall be borne equally by the City and the Union. All other expenses, including that of a court reporter, shall be borne by the party that requests such service, unless the parties agree that such service is necessary for the arbitration proceeding, in which case, such expenses shall be borne equally.

ARTICLE XXII

SCOPE AND APPLICATION OF MEMORANDUM OF UNDERSTANDING

SECTION 1. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING.

- A. It is the intent of the parties hereto that this MOU shall supersede all prior MOUs or contrary City contracts and, when approved by the City Council, shall govern the entire relationship between the City and the Union.
- B. City Resolution No. 4440 that sets forth a settlement between the City and the Union of Case No. 237 979 shall remain in effect and be incorporated herein by reference.

SECTION 2. This MOU is subject to amendment only by subsequent written agreement between, and executed by, the parties hereto.

SECTION 3. TERMS SEVERABLE. If any provision of this MOU, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the MOU shall remain in full force and effect.

SECTION 4. EMERGENCY WAIVER. In the event of circumstances beyond the control of the City as a result of a declared emergency, national disaster, or similar circumstances, provisions of this MOU, the Personnel Rules or Regulations of the City, and/or departmental rules and policies, may be suspended for the duration of such emergency. After the emergency is declared over, the City shall immediately meet and confer with the Union regarding the impact on employees of the suspension of these provisions in the MOU and/or the Personnel Rules or Regulations of the City and/or departmental rules and policies.

ARTICLE XXIII

TERM OF MEMORANDUM OF UNDERSTANDING AND NO LAYOFF OR FURLOUGH

SECTION 1. TERM OF AGREEMENT. The term of this MOU shall commence on July 1, 2019 and shall continue in effect until June 30, 2023.

SECTION 2. REQUEST TO MEET AND CONFER. Upon written notice and request of either party to modify the terms of this MOU prior to June 30, 2023, the parties shall meet and confer in good faith for the purpose of reaching a new agreement.

SECTION 3. The City hereby agrees that it shall not layoff or furlough any covered employees for a period of at least 18 months, beginning July 1, 2020 through December 31, 2021.

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ARTICLE XXIV

RATIFICATION AND EXECUTION

The City and the Union have reached an understanding as to certain recommendations to be made to the City Council for the City and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and the Union acknowledge that this MOU shall not be in full force and effect until adopted by the City Council of the City of Orange. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Union and entered into this 10th day of November 2020.

CITY OF ORANGE

**ORANGE CITY FIREFIGHTERS INC.,
LOCAL 2384 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**

By: _____
Will Kolbow, Assistant City Manager

By: _____
Casey Fieldhouse, President

By: _____
Monica Espinoza, Human Resources Director

By: _____
Andrew Lauridsen, Vice President

By: _____
Erin Hodges, Sr. Human Resources Analyst

By: _____
Miguel Gonzalez, Treasurer

By: _____
Aaron Schulze, Sr. Administrative Analyst

By: _____
Justin Cunanan, Secretary

Approved as to form:

Gary A. Sheatz
City Attorney

APPENDIX A

VACATION BENEFITS – SCHEDULE 1 FIRE EMPLOYEES WORKING AN AVERAGE 55.9 HOUR WORK WEEK (EXCEPT FIRE CAPTAINS)

ACCRUAL RATE: 12.56 HOURS = 1 DAY

Years of Service	Hours per Year	Days per Year	Shifts per Year
1-04	138	11	5.75
5-14	188	15	7.83
15-24	251	20	10.46
25-30	314	25	13.08

APPENDIX A (CONTINUED)

VACATION BENEFITS – SCHEDULE 2 FIRE CAPTAINS WORKING AN AVERAGE 55.9 HOUR WORK WEEK

Except, however, that 24-hour shift Fire Captains who work fire suppression shall accrue vacation on the basis listed in the table below. If the fire suppression hours should drop below 55.9 hours per week, vacation accrual shall be subject to meet and confer, as to all employees employed on a 24-hour basis.

ACCRUAL RATE: 12.56 HOURS = 1 DAY

Years of Service	Hours per Year	Days per Year	Shifts per Year
1	138.0	11.00	5.75
2	141.3	11.25	5.88
3	157.0	12.50	6.54
4	172.7	13.75	7.20
5	188.0	15.00	7.83
6	194.3	15.50	8.10
7	200.6	16.00	8.36
8	206.9	16.50	8.62
9	213.2	17.00	8.88
10	219.5	17.50	9.15
11	225.8	18.00	9.41
12	232.1	18.50	9.67
13	238.4	19.00	9.93
14	244.7	19.50	10.20
15	251.0	20.00	10.46
16	257.3	20.50	10.72
17	263.6	21.00	10.98
18	269.9	21.50	11.25
19	276.2	22.00	11.51
20	282.5	22.50	11.77
21	288.8	23.00	12.03
22	295.1	23.50	12.30
23	301.4	24.00	12.56
24	307.7	24.50	12.82
25	314.0	25.00	13.08
26	320.3	25.50	13.35
27	326.6	26.00	13.61
28	332.9	26.50	13.87
29	339.2	27.00	14.13
30	345.5	27.50	14.40

APPENDIX A (CONTINUED)

VACATION BENEFITS – SCHEDULE 3 FIRE EMPLOYEES WORKING AN AVERAGE FORTY (40) HOUR WORK WEEK (EXCEPT FIRE CAPTAINS)

Those employees who work a regular work week of forty (40) hours shall accrue vacation on the following basis:

Years of Service	Approx. Workdays per Month	Hours per Month	Workdays per Year
1-4	0.917	07.333	11.0
5-14	1.250	10.000	15.0
15-24	1.667	13.334	20.0
25-30	2.083	16.667	25.0

APPENDIX A (CONTINUED)

VACATION BENEFITS – SCHEDULE 4 FIRE CAPTAINS WORKING AN AVERAGE FORTY (40) HOUR WORK WEEK

Except, however, that Fire Captains who work a regular work week of forty (40) hours shall accrue vacation on the following basis:

Years of Service	Approx. Workdays per Month	Hours per Month	Workdays per Year
1	0.917	07.333	11.00
2	0.938	07.500	11.25
3	1.042	08.334	12.50
4	1.146	09.167	13.75
5	1.250	10.000	15.00
6	1.292	10.334	15.50
7	1.333	10.667	16.00
8	1.375	11.000	16.50
9	1.417	11.334	17.00
10	1.458	11.667	17.50
11	1.500	12.000	18.00
12	1.542	12.334	18.50
13	1.583	12.667	19.00
14	1.625	13.000	19.50
15	1.667	13.334	20.00
16	1.708	13.667	20.50
17	1.750	14.000	21.00
18	1.792	14.334	21.50
19	1.833	14.667	22.00
20	1.875	15.000	22.50
21	1.917	15.334	23.00
22	1.958	15.667	23.50
23	2.000	16.000	24.00
24	2.042	16.334	24.50
25	2.083	16.667	25.00
26	2.125	17.000	25.50
27	2.167	17.334	26.00
28	2.208	17.667	26.50
29	2.250	18.000	27.00
30	2.292	18.334	27.50

EXHIBIT A

ORANGE CITY FIREFIGHTERS UNION MONTHLY SALARY RANGES

EFFECTIVE JULY 8, 2018

0.75% Across the Board Salary Increase

Classification Title	SALARY RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
Fire Captain	624.5	9565	9565	9565	9565	9565
Fire Engineer	593.5	6740	7077	7431	7803	8193
Firefighter	568.5	5949	6247	6559	6887	7231
Fire Inspector/Investigator	612.5	9008	9008	9008	9008	9008
Fire Safety Specialist	574.5	6130	6437	6759	7097	7451
Hazardous Materials Specialist	594.5	6774	7113	7468	7842	8234
Plan Examiner	594.5	6774	7113	7468	7842	8234

EFFECTIVE JUNE 23, 2019

4.0% Across the Board Salary Increase

Classification Title	SALARY RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
Fire Captain	632.5	9955	9955	9955	9955	9955
Fire Engineer	601.5	7015	7366	7734	8121	8527
Firefighter	576.5	6192	6501	6826	7168	7526
Fire Inspector/Investigator	620.5	9376	9376	9376	9376	9376
Fire Safety Specialist	582.5	6380	6699	7034	7386	7755
Hazardous Materials Specialist	602.5	7050	7403	7773	8162	8570
Plan Examiner	602.5	7050	7403	7773	8162	8570

EFFECTIVE JUNE 21, 2020

2.0% Across the Board Salary Increase

Classification Title	SALARY RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
Fire Captain	636.5	10155	10155	10155	10155	10155
Fire Engineer	605.5	7157	7515	7890	8285	8699
Firefighter	580.5	6317	6633	6964	7312	7678
Fire Inspector/Investigator	624.5	9565	9565	9565	9565	9565
Fire Safety Specialist	586.5	6509	6834	7176	7535	7912
Hazardous Materials Specialist	606.5	7192	7552	7930	8326	8743
Plan Examiner	606.5	7192	7552	7930	8326	8743

EXHIBIT A (CONTINUED)

ORANGE CITY FIREFIGHTERS UNION MONTHLY SALARY RANGES

EFFECTIVE JUNE 20, 2021

2.0% - 4.0% Across the Board Salary Increase

(Percentage will depend on the results of the salary survey as described below.)

Effective June 20, 2021, base salaries for employees covered by this MOU will be increased by the amount determined by the following survey: The classification of Firefighter shall be surveyed among the cities of Anaheim, Brea, Costa Mesa, Fountain Valley, Fullerton, Huntington Beach, Laguna Beach, Newport Beach, Orange, and Orange County Fire Authority. Any cities that no longer have the classification of Firefighter shall not be considered for the purposes of surveying. The City shall obtain base salary data from fully adopted and executed Memoranda of Understanding of the aforementioned cities as of May 1, 2021. An across-the-board increase shall be granted for all employees in the amount of the difference between the then-in-effect maximum base salary for Firefighter of the City and median maximum base salary for Firefighter of the aforementioned cities of what would be in effect as of July 1, 2021, rounded up to the nearest half-percent (for example, if the City is below the median by 2.2%, an increase of 2.5% will be granted). However, in no event shall the increases be lower than two percent (2%), nor higher than four percent (4%). The City shall notify the Union of the result of the survey and calculation no later than May 7, 2021. The Union will then have ten (10) calendar days after notification to dispute the City's findings and calculations. If the Union wishes to dispute the findings, the parties agree to meet as promptly as possible in good faith to come to an agreement on the increase. If the dispute goes beyond July 1, 2021, respectively, there shall be no retroactivity upon resolution of the disputed figures.

EFFECTIVE JUNE 19, 2022

2.0% Across the Board Salary Increase

(This 2.0% increase will be applied to new ranges established on June 20, 2021 as a results of the salary survey as described above.)

Operations Staffing

215.1 PURPOSE AND SCOPE

Agency Content

- (a) To establish a clear and consistent policy to maintain operational staffing.
- (b) To provide an equitable procedure for filling and scheduling coverage assignments.
- (c) To establish the procedure for assigning staffing to openings due to vacation, compensatory time usage, floating holiday, sick leave including long term non-industrial injury or illness, industrial sick leave, administrative or training assignment time, bereavement leave, family medical leave act or other types of leave. For the purpose of coverage, all leave shall be considered the same and subject to the procedure outlined in this policy.

215.2 RESPONSIBILITY

Agency Content

- (a) It shall be the responsibility of the shift commander to enforce this policy in a fair and consistent manner.
- (b) In order for the system to work properly, it shall be the responsibility of all safety members to work their fair share of overtime in accordance with the provisions outlined in this policy.
- (c) It shall be the responsibility of employees signed up on the Available Sign-up List to work their assigned shift(s).

215.3 DEFINITIONS

Agency Content

Auto Assign: A feature of TeleStaff that automatically fills vacancies on the roster using qualified members on the sign-up list, or through draft procedures.

Automated Notification: A feature of TeleStaff that notifies members of staffing opportunities using phone, computer or Internet.

Automated Payroll Accounting Roster: The daily roster displayed in TeleStaff.

Automated Payroll Accounting System: An automated, computer software system designed to assist in managing the operational coverage for the Fire Department. While the current software program is known as Telestaff, future software may utilize different staffing systems.

Available Sign-up List: A function of Automated Payroll Accounting System that assigns and tracks coverage availability and the total number of hours worked on a semi-annual basis. An eligibility list will be created and maintained by the Automated Payroll Accounting System. This list will give hiring priority to the employee with the least amount of hours worked.

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Draft Procedure: A provision of the M.O.U. that is utilized to assign members to cover staffing vacancies when no one has signed up for overtime.

Draft List: A separate list used to fill vacancies when no one has signed up to work on a given day.

Emergency Staffing: A condition where the Department has an emergent need to hold-over personnel, upstaff, or backfill. The shift commander has the right to work individuals down during emergency staffing situations.

215.4 GENERAL PROVISIONS

Agency Content

- (a) Except for covering sick leave or industrial leave, or to staff for vacancies, members shall be responsible for arranging their own coverage following the procedures set forth in this policy.
- (b) Draft procedures will be used to fill vacancies caused by sick leave, industrial leave, or vacant positions which are not covered by normal means.
- (c) Draft procedures will be used when no one has signed up to work.
- (d) Orange City Fire Department personnel may only schedule and take off time that has been accrued prior to the desired day off (including within the same pay period). It is the responsibility of members to regularly review the accrued hours credited to their personal balance.

215.5 PROCEDURE

Agency Content

215.5.1 DISCRETIONARY TIME COVERAGE

Agency Content

Personnel taking discretionary time (i.e. vacation, compensatory time or floating holiday) must enter the date(s) requested into the Automated Payroll Accounting System (TeleStaff).

- (a) Personnel may offer the desired discretionary time coverage to the company members opposite of them. If offering the overtime in-house, personnel shall first ask the opposite company member who has the least number of overtime hours. If the first member declines, then the next member shall be asked prior to using the Available Sign-up List. In the event that there is no opposite available, due to vacancy, then the individual desiring the time-off must use the Available Sign-up List; and offer it to the personnel on the list, in order.
- (b) Personnel opting to offer the discretionary time to personnel outside of their company shall use the Available Sign-up List and offer the opportunity to the person with the minimum qualifications and lowest number of overtime hours.
- (c) In multi-company stations, only the opposite company member(s) on the employee's assigned unit are eligible to fill the request. Company members will have only two

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opposites, which will be identified by the official roster maintained by the Operations Section.

215.5.2 SICK LEAVE COVERAGE

Agency Content

Sick leave usage and coverage shall be according to the following procedure:

- (a) When possible, personnel should notify the shift commander's office of their intention to use sick leave no later than 21:00 hours the evening before their scheduled shift.
- (b) If that is not possible, the notification to the shift commander via 714-288-2505 must be made at 06:00 hours (60 minutes before the scheduled beginning of the work shift).
- (c) The procedure for covering positions created by sick leave usage shall follow this policy using the Available Sign-up List.
- (d) If the coverage cannot be filled using the Available Sign-up List, draft procedures shall be used.
- (e) Any employee who gets sick while on-duty must notify their supervisor of their need to used sick leave.
- (f) The supervisor will then notify the shift commander that a replacement employee is needed to fill the spot vacated by the sick employee. That vacancy will then be filled using the provisions of this policy.

215.5.3 SIGNING UP TO WORK OVERTIME

Agency Content

- (a) Personnel wishing to work overtime must sign-up on the Available Sign-up List for the days they wish to work.
- (b) Employees teaching a department-sponsored class (Engineer Academy, Captain Academy, etc.) will not sign-up for or accept working opportunities (OT, CTA, TTW) during their teaching hours. If these hours were entered into the Automated Payroll Accounting System prior to the teaching commitment, the Department will arrange alternate coverage.
- (c) Available Sign-up:
 - 1. Employees choosing to work coverage assignments shall sign-up on the Automated Payroll Accounting System using the following code: "Available" - this code indicates an employee's availability for up to 24 hours.
 - 2. List priority shall be made based on accumulated hours. The member with the appropriate rank, minimum qualifications and the least number of accumulated hours shall be considered first in line for the overtime opportunity. If the total hours of two employees are zero or equal, the last date worked shall determine preference. If there is a tie, then the next last date worked will be used until the tie is broken. The list shall be updated as coverage is scheduled. All accumulated hours shall be reset to zero on March 1st and September 1st of each year.

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3. Employees assigned to work shall have their assigned coverage hours charged to their accumulated total up to seven days in advance.
4. Newly hired employees or promoted employees shall be placed on the accumulated hour list for their rank in a position equal to the highest amount of any single employee coverage hours accumulated on that list, plus one hour.
- (d) Personnel who have signed-up on the Available Sign-up List and are unable to work, must remove their name before the Automated Payroll Accounting System gives them a work assignment. Individuals failing to remove their name from the Available Sign-up List, will be expected to work the assigned shift or find their own replacement according to this policy.
- (e) Employees may make arrangements for an alternate of equal rank to cover the assigned overtime spot and shall use the Available Sign-up List. If no one is signed-up, the employee may search for a replacement and if one is found, the original employee will not accumulate additional non-worked hours to his or her total overtime hours worked.
- (f) The alternate employee will accumulate the hours worked to their total of overtime hours worked.
- (g) If an employee on the Available Sign-up List is called and does not accept their hiring notification by 0600 hours on the coverage date:
 1. The employee will be given a staffing warning for the first two occasions.
 2. Members missing a third and/or subsequent notification will have 12 "penalty hours" charged to their accumulated total hours of overtime worked for each occurrence.
 3. If the employee accepts the coverage assignment, the warning will be removed.
 4. The staffing warning cycle will be reset on March 1st and September 1st of each year.
 5. Staffing warnings will be given to all personnel signed up who do not accept their hiring notification regardless of position on the list.
 6. No staffing warning shall be issued after 07:00 hours for that day.
- (h) Employees scheduled to instruct official Department training, attend mandatory training, special events or those who have committed at the Department's request to other departmental activities on their days off, are not considered eligible to sign-up on the Available Sign-up List, and will not be contacted for overtime opportunities.
- (i) In the event an employee commits to an overtime obligation on a day they are scheduled to instruct official Department training, attend mandatory training or have committed themselves at the Department's request to other departmental activities on their days off, the Department may not be obligated to honor its commitment to utilize that member in the specific assignment.
- (j) Employees scheduled to instruct official Department training, attend mandatory training or those who have been asked to commit at the Department's request to other

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departmental activities on their days off, will not be subject to the Draft Procedure, but may be eligible to work a partial shift, if they so choose.

- (k) Promotional candidates and personnel attending Department promotional academies will not sign up for OT.
- (l) Staff members assigned to 40-hour positions, choosing to be excluded from the overtime system, shall notify the shift commander's office by e-mailing all three Battalion Chiefs prior to the next reset date, March 1st or September 1st. The member will remain excluded until the next reset date and until the member requests to be included.
- (m) Paramedic students choosing to be excluded from the overtime system shall notify the shift commander's office by e-mailing all three Battalion Chiefs prior to starting Paramedic school. The option will end as soon as they return to regular duty at the completion of the Paramedic training program.
- (n) Suppression personnel may request to be excluded from the overtime system for extenuating circumstances with the approval of the Fire Chief or his designee. The re-entry back into the overtime system will be evaluated by the Fire Chief when no longer needed, or at the end of the third month, whichever comes first. The Fire Chief may extend, if necessary. Suppression personnel choosing to be excluded from the overtime system shall notify the shift commander's office with an estimate of time to be excluded.

215.5.4 MAXIMUM HOURS OF WORK

Agency Content

- (a) With the exception of emergency conditions approved by the shift commander, employees shall not work more than 120 consecutive hours. Employees working 120 consecutive hours must be off 12 consecutive hours before returning to duty. After 12 consecutive hours off, the 120-hour threshold resets.
- (b) With the exception of emergency conditions, or as described in section 215.5.7 (p) 2, members are not to be drafted to work a period longer than 72 hours.

215.5.5 DOCUMENTING TIME CODING

Agency Content

- (a) Each employee is responsible for reviewing the daily Automated Payroll Accounting roster for accuracy requesting and/or covering their assignment.
- (b) Each employee working a coverage assignment shall notify the shift commander via the Automated Payroll Accounting System to have their work code changed by 12:00 hours on the day they work the coverage assignment.
- (c) When accounting for portions of an hour, time worked will be rounded up to the nearest quarter of an hour, as indicated below:
 - 1 to 15 minutes indicate 1/4 hour
 - 16 to 30 minutes.....indicate 1/2 hour

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- 31 to 45 minutes.....indicate 3/4 hour
- 46 to 60 minutes.....indicate 1 hour

215.5.6 ASSIGNING OVERTIME

Agency Content

- (a) The shift commander on a daily basis shall initiate hiring and notification of personnel assigned to cover requested time off at 16:00 hours, or as close to 16:00 hours as possible if unavailable. The Automated Payroll Accounting System shall assign overtime starting with positions to be filled seven days out and working back to the next day.
- (b) Vacancies will be filled in the following order:
 - 1. 24 hour Rescue vacancies.
 - 2. 24 hour Firefighter vacancies (in random order).
 - 3. 24 hour Captain/Engineer vacancies (in random order).
 - 4. Partial Rescue vacancies.
 - 5. Partial vacancies in any rank, in descending time order.
- (c) The Automated Payroll Accounting System shall assign available overtime opportunities based on the number of hours worked by members within in each rank.
- (d) The Automated Payroll Accounting System shall assign, in rank, an overtime opportunity to the member signed-up to work on the day in question who has had the least number of overtime hours worked since the last reset date.
- (e) In the event of an off-duty injury, personnel electing to use discretionary time (i.e. vacation, compensatory leave or floating holiday) will be responsible for finding their own coverage. If the employee cannot fill all of the vacancies, the employee has the option of using sick leave, leave without pay (per Human Resources Manual 5.0918), or long-term disability in accordance with City policy.
- (f) In the event that an employee goes off on industrial leave after discretionary time is entered in the Automated Payroll Accounting System, days equal to or more than 7 days out will be redistributed via the available or draft lists. Days less than 7 days out will honor the same coverage that was entered before the industrial injury.
- (g) Vacancies of less than 5 hours (i.e. union business leave, special duty) can be filled by the most convenient person (i.e. a person coming on or going off duty at the station, staff member, etc.) bypassing the normal rules for filling vacancies.
- (h) In the rare instances where an employee gets sick or injured after 23:00 hours, that vacancy can be filled by calling the member that would normally be relieving the sick/

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injured employee the next morning. If this employee is unable to work, normal staffing rules apply.

215.5.7 DRAFT PROCEDURES

Agency Content

In order to provide staffing coverage when no one has signed-up to work, the shift commander shall use the draft procedure. For purposes of forced hiring, the Draft List shall be a completely independent list from the Available Sign-up List. The following rules shall apply to the Draft List:

- (a) The shift commander on a daily basis shall initiate hiring and notification of personnel assigned to cover requested time off at 16:00, or as close to 16:00 as possible, if unavailable. The Automated Payroll Accounting System shall assign draft overtime starting with positions to be filled seven (7) days out and working back to the next day.
- (b) The Draft List forces an employee to work overtime on a date that they did not sign up to work.
- (c) The employee selected for the draft shall be of the same rank as the position requiring coverage.
- (d) The employee who was drafted on the farthest date prior to the date needing coverage shall be first up to be drafted and shall be required to cover the opening.
- (e) The Draft List shall remain consistent and shall not be reset.
- (f) New employees shall move to the front of the list, in reverse order of seniority by DID number, as soon as they are eligible to work overtime.
- (g) A drafted employee may make arrangements for an alternate of equal rank to cover the open spot under the following criteria:
 - 1. The originally drafted employee will not be moved to the bottom of the Draft List, but will remain at the top until he/she works a minimum of 9 hours of forced hire time.
 - 2. The alternate employee will not be moved on the Draft List either but will be credited with the number of hours worked since he/she is not being forced to work, but is voluntarily working the coverage.
- (h) Only the first shift of a multi-day deployment (i.e. strike team, overhead assignment) will qualify as a draft when the employee was already working a draft day at the point when they were deployed. Subsequent days on a multi-day deployment will not be counted as draft, regardless of an employee's sign up status on those days.
- (i) Members shall not be subject to the draft procedure if they are on sick or industrial leave, attending required paramedic training (including hospital time and field observation shifts) or other approved time off.
- (j) Members scheduled to instruct official Department training, attend mandatory training, special events, or those who have committed, at the Department's request, to

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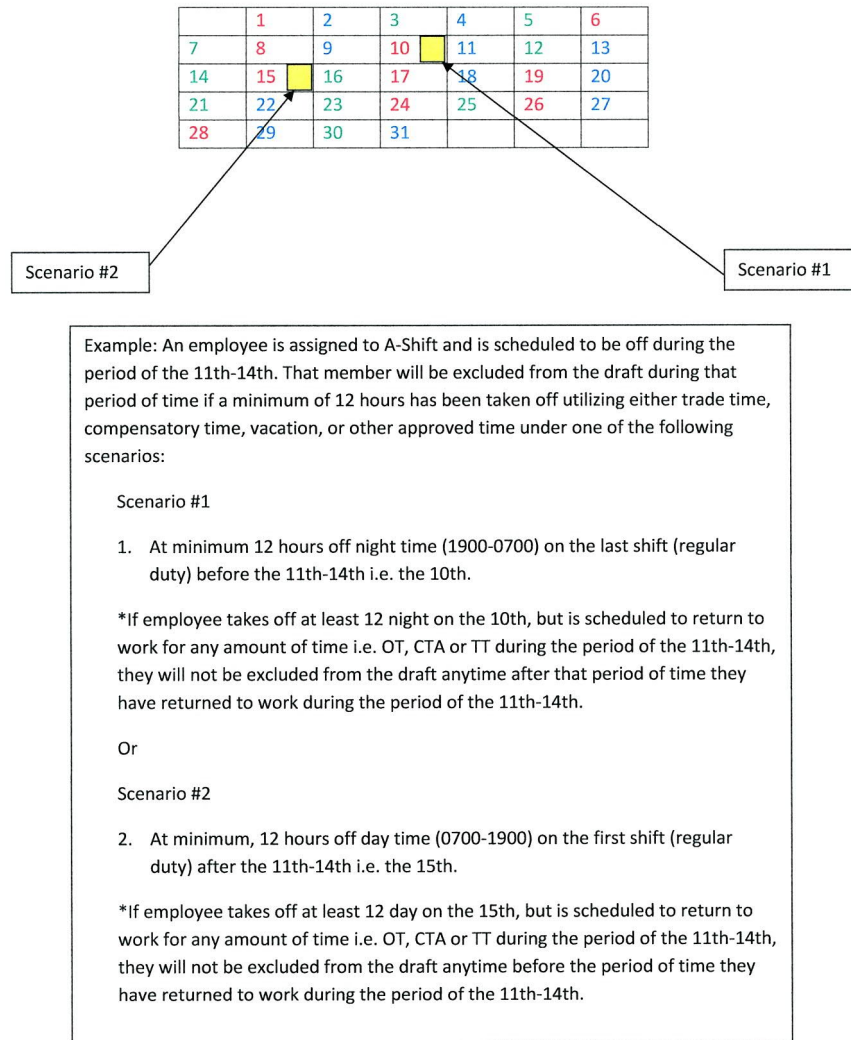
other departmental activities on their days off, are not considered eligible to be drafted, but may be eligible to work a partial shift, if they so choose.

- (k) Members teaching a Department-sponsored class (Engineer Academy, Captain Academy, etc.), are not eligible to be drafted on their teaching days.
- (l) Staff members assigned to 40-hour positions choosing to be excluded from the overtime system shall notify the shift commander's office by e-mailing all three Battalion Chiefs prior to the next reset date, March 1st or September 1st. The member will remain excluded until the next reset date, and until the employee requests to be included.
- (m) Paramedic students choosing to be excluded from the overtime system shall notify the shift commander's office by e-mailing all three Battalion Chiefs prior to starting Paramedic school. The option will end as soon as they return to regular duty at the completion of the Paramedic training program.
- (n) Employees on trade time, compensatory time, vacation or other approved time off equal to or greater than 12 hours, touching the beginning or end of the period will not be drafted, except during emergencies. Personnel assigned to a 40-hour work schedule will not be subject to draft if they are on vacation, compensatory time or other approved time off of five (5) hours or more. They may exercise their option to work, if they so choose.

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- (o) When drafted in advance of the scheduled shift, the drafted member will be flagged (not available for further drafts), then moved to the bottom of the Draft List on the day the coverage is actually worked.
- (p) When filling a vacancy and the Sign-up List and the Draft List return no qualified members, the shift commander will:

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1. Draft the person working in the same position the day before if they match the minimum qualifications.
 2. If that member's draft will work more than 72 hours, the shift commander, using the roster from the day before, will draft the employee with the correct qualifications who will be drafted into the shortest period of consecutive hours.
- (q) Upon promotion, employees shall be placed on the Draft List in the same relative position as in their previous rank.
- (r) If a member is unable to fulfill the draft obligation due to irreconcilable issues, the shift commander has the discretion to skip to the next qualified member on the Draft List. Force hiring is a condition of employment.

215.5.8 HOLIDAY COVERAGE

Agency Content

- (a) To reduce the possibility of drafting personnel and when there are no personnel on the Available Sign-up List on December 24th and December 25th, personnel volunteering to work may fill vacancies. Sign-up periods shall be less than 12 hours but at least two (2) hours. If the entire shift is not filled, the Draft procedure will be used to cover the 24-hour shift in 12-hour periods. The first member up for draft will fill in from 07:00 to 19:00 and the second member will fill in from 19:00 to 07:00.
- (b) Any hours worked on Christmas Eve and Christmas Day (draft or volunteer) will not be credited to overtime hour totals.
- (c) On Christmas Eve and Christmas Day, time off will not be granted when the availability of draftable employees drops below 50% per rank (Firefighter, Engineer and Captain). Vacancies due to industrial leave, sick leave or short staffing will be counted toward the 50% threshold.
- (d) Except for emergency situations, personnel will not be required to work Christmas Day if they work regular duty on Christmas Eve; or to work Christmas Eve if they are scheduled to work regular duty on Christmas Day.
- (e) Members volunteering to work any portion of Christmas Eve or Christmas Day are not excluded from the draft procedures according to this policy on these two days.

215.5.9 SHIFT EXCHANGE (TRADING)

Agency Content

Under this policy, employees shall have the right to exchange or "trade" shifts or time. Employees may exchange time with members of equal rank provided:

- (a) The trade does not interfere with the operations of the Department.
- (b) Three-way trades are not allowed.
- (c) No obligation accrues to the City as a result of the exchange.

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- (d) It shall be the responsibility of the member who has agreed to work the trade to report for duty. If the employee is unable to report to work (including illness, injury, etc.) for a scheduled trade, that employee must make arrangements for an alternate to cover the assignment.
- (e) In the event the employee who agreed to the trade is unable to report for duty (including illness, injury, etc.) or find an alternate, the employee will contact the shift commander's office as soon as possible. The shift commander will hire an overtime replacement according to this policy and charge the vacation or compensatory time to the individual who was unable to report for duty.
- (f) Trade days worked that are later determined to be industrial leave, will not be converted to overtime and paid out.

215.5.10 ADMINISTRATIVE ASSIGNMENTS

Agency Content

- (a) Personnel assigned to administrative or staff positions, including those in both the Operations Section and Services Section are eligible to access operational staffing opportunities.
- (b) Eligibility shall be subject to the following provisions:
 - 1. Battalion Chiefs may offer coverage opportunities for discretionary time off to their shift opposites in a manner consistent with company members.
 - 2. All eligible administratively assigned personnel, including chief officers, shall have access to non-discretionary time (including SL, IL, FL, JD, BL, etc.).
 - 3. Administratively assigned personnel are generally limited to signing up for availability on days other than their normal work schedule.
 - (a) Example: a member working the 4-10 schedule with every Friday off may access the Available Sign-up List for Friday, Saturday, and Sunday.
 - 4. To allow for additional coverage opportunities, administratively assigned personnel may "flex" their schedule (change their normal day off), with the approval of their supervisor.
 - (a) This practice will generally limited to two occasions per month.
 - 5. Administrative personnel, who accept assignments from the Available Sign-up List, are subject to draft procedures for those days that are not considered regular work days.
 - (a) With the exception of emergencies, administratively assigned personnel who opt out of the overtime system are not subject to the draft procedure on regular days off.

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6. Administrative personnel who are reassigned to a 24-hour shift position in the Operations Section, will assume their position on the Draft List according to their last date of forced hire. This date may have occurred prior to their administrative assignment.

215.5.11 SPECIAL EVENT STAFFING

Agency Content

- (a) All special events worked (i.e. Chapman University graduations, boxing events) will be paid via a 40-hour rate pink slip time card. Hours worked will not be entered into the Automated Payroll Accounting System and will not count toward a member's voluntary or draft buckets. The shift commander is responsible for filling out the pink slips for the members.
- (b) Seven (7) days out, after the Automated Payroll Accounting System has filled the known vacancies on the roster, the shift commander will create a paper roster with the special event openings.
- (c) The special event openings will be filled using the available sign up list. If there are no volunteers, the openings will be filled using the Draft List.
- (d) Members will not be moved between the 56-hour roster and the 40-hour roster with one exception. The shift commander has the discretion to swap a member from one roster to the other if the time and rank are the same (i.e. Firefighter E1B is off on jury duty for 9 hours and is filled with a paramedic. The special event R21 Firefighter/Paramedic needs to be filled for 9 hours and the next person on the list is a non-paramedic. the shift commander will swap the Firefighter/Paramedic to the special event unit and the non-paramedic to E1B).
- (e) The member working the event will be paid at the 40-hour rate for the portion of the shift spent working the event. Any time not spent working the event will be paid at the 56-hour rate, sending the drafted member home.
- (f) Members will only be drafted once for any particular multi-day special event, subsequent drafts for the same event will rotate down to the next member on the draft list.

215.6 STAFF MANAGEMENT INFORMATION

Agency Content

- (a) Individual members are solely responsible for the accuracy and maintenance of current personal information for each of the following fields:
 1. Primary and secondary phone number
 2. Individual password
 3. Address

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- (b) If a member cannot be contacted due to incorrect contact information, that member shall be subject to the procedure outlined in section 215.5.3 (g).

215.7 SEMI-ANNUAL REVIEW

Agency Content

If desired by either the Union or the Department, the conditions of this policy, including procedural, mechanical or technical concerns or recommendations, shall be jointly reviewed on a semi-annual basis (March/September).

Operational Assignment Bid Policy

1013.1 PURPOSE AND SCOPE

- (a) To establish a clear and consistent policy to allow for a bid system for operational staffing.
- (b) To provide an equitable procedure for filling operational staffing assignments.

1013.2 RESPONSIBILITY

- (a) It shall be the responsibility of Fire Management to enforce this policy in a fair and consistent manner.
- (b) It shall be the responsibility of the Fire Union to oversee the bidding procedure in a fair and consistent manner.

1013.3 DEFINITIONS

Administrative Assignment (A.A.) : A member who either temporarily volunteers or is temporarily assigned by the Department to a position other than their regular bid position, for the purpose of facilitating probationary positions, training, paramedic coverage or other operational departmental need, which the Department consults the Union for input.

Bid Coordinator : Union President or his designee, who receives bid requests from personnel, updates bid roster, and contacts personnel when there is an opening at any of their transfer choices.

Bid Process Period : A 27-day period of time in which request for bid assignments are received and reviewed. The process for members to bid for an assignment shall occur four (4) times a year.

Seniority : The criteria used to determine preference for assignment. For purpose of this policy, seniority shall be determined in the following manner:

- (a) In rank, first by date of promotion or assignment, then by placement on promotional list (i.e. Individuals in Band I will hold seniority priority over those individuals in Band II and Band III, and those individuals in Band II will hold priority over those individuals in Band III. If multiple individuals in a respective Band are promoted at the same time the tiebreaker for seniority in each Band will be current DID number, lowest DID takes seniority position.)
- (b) By Department Identification Number, (DID #)
- (c) For paramedic assignments, the amount of time a member has been in an assigned Orange City Fire Department paramedic position for their current rank. This cumulative time will be used to determine their bid position on the paramedic seniority list. Any member, who promotes, will not be able to use their cumulative paramedic time in the new rank.

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- (d) Any member who leaves the department for any reason and decides to return will enter the bid system utilizing their new DID number and will not be allowed to use their previous time on the department to determine seniority.
- (e) Any Paramedic (Captain, Engineer, and Firefighter) who gives up their paramedic position will return to the non-paramedic seniority bid list with all of their cumulative time in their respective rank. An example would be a firefighter who has eight years on the job with three of them being a paramedic would return to the non-paramedic bid list with eight years seniority.
- (f) Any former paramedic who wants to return to a paramedic assignment will not be allowed to use their cumulative paramedic time for seniority purposes when entering back into the program.
- (g) Any member who willingly takes a demotion or is involuntarily demoted will go back to their former rank or assignment with the amount of cumulative time they had in their former position.

Staff Assignment : The forty (40) hour staff positions in the Administration Section, the Prevention Section of the Services Branch and the Training and Safety Division of the Operations Branch. Staff assignments are made at the direction of the Fire Chief for designated periods of time, typically two or more years. Members in staff assignments have the ability to return to their Field Services position at the conclusion of the staff assignment. While in a staff assignment, members may bid for any position that becomes available and will be able to occupy their reserved/flagged position upon completion of their staff assignment. Any other member who bids into a staff member's reserved/flagged position will be re-assigned out of that position when the staff member returns to their Field Services position. Staff assignments are exempt from Field Services administrative assignments.

Paramedic Assignments : Captain, Engineer and Firefighter positions designated by the Department as paramedic assignments that are to be held by members working as designated Orange City Fire Department Paramedics. Only those members specifically designated by the Department as a paramedic assignee may fill these positions. Designated paramedic assignments are exempt from non-paramedic administrative assignments.

Training Company Positions : Captain, Engineer and Firefighter positions assigned to the designated shift engine and truck training companies. Other than those assigned during their probationary period, members bidding for assignment to the training companies should have completed Instructor 1A and 1B. Management shall have the right to remove any member from a training company assignment, if documented issues have arisen concerning that member's performance of training assignments. Such removal shall not be considered discipline or punitive.

Urban Search and Rescue (US&R) Positions : Four (4) US&R qualified positions at the station housing the US&R Company deriving personnel from Truck 1 and Engine 1 (Truck 1 Captain shall be US&R qualified). Members bidding for assignment to the US&R Company(s) shall have submitted documentation to the Training Division prior to the bid process, which demonstrates that

Operational Assignment Bid Policy

they meet the special qualifications for the US&R positions. Personnel bidding into US&R positions are required to maintain appropriate US&R training levels and documentation during the term of their assignment. Other than members assigned to US&R Companies during a probationary period, members making up the four (4) US&R positions shall have completed the following classes:

- Rescue Systems 1 and 2
- Trench Rescue
- Confined Space Rescue
- Swift water Rescue

1013.4 GENERAL PROVISIONS

- (a) The Department is ultimately responsible for the assignment of personnel to fire companies. The first priority shall be to staff companies to ensure the most efficient and effective use of personnel to deliver service.
- (b) Probationary Captains are not subject to this policy.
- (c) Probationary Engineers will be assigned to the natural opening(s) in the engineer rank. Whenever possible, they shall serve six (6) months on an engine and six (6) months on a Truck or Squad. If natural openings are not available, probationary engineers will be administratively assigned as necessary.
- (d) New Firefighter Paramedics are not subject to this policy for their first year as a paramedic.
- (e) Members serving a formal probationary period as the result of being newly hired are not subject to this policy.
- (f) Members being displaced from their bid position in order to facilitate a probationary assignment shall have the first right to return to that position when it becomes available unless they have bid for and accepted another position during the period they were displaced.
- (g) In order to provide for operational effectiveness, the Department may temporarily administratively assign members in order to balance positions or total number of personnel between the three shifts. If there are no volunteers to switch shifts, the Department shall transfer the least senior member of that rank or specialty on an administrative assignment.
- (h) Seniority shall be used to determine the order of the bid process. Shift assignment shall not be used as criteria for bidding.
- (i) In multi-company stations (Paramedic Assessment Unit (PAU) and Rescue Ambulance (RA)), whenever Fire Administration has reorganized the Paramedic

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positions and has assigned Firefighter/Paramedics to the PAU at those stations, the following shall occur under the direction of the company officer:

1. All three Firefighter/Paramedics (PAU and RA) on all three (3) shifts shall be consistently rotated ensuring that each one of the three (3) members serve 1/3 of their monthly shifts on the Engine (PAU) and the other 2/3 of the time shall be served on the Rescue Ambulance (RA). Exceptions to this shall include, scheduled training and Department operational need, such as strike team assignments.
 2. Company officers shall ensure that all scheduled and assigned training will be attended, regardless of the assignments for that day.
 3. The member who has bid for the Engine (PAU) assignment shall continue to use that bid only for purposes of distributing overtime to their counterparts on the two (2) opposite shifts (see Policy 215).
 4. Approved time off, scheduled/assigned training and moves based on operational need count as time worked on the PAU/RA that they were assigned for that shift. Hours lost will not be made up, such as a strike team assignment.
 5. Overtime/trade time personnel will be assigned as the discretion of the PAU company officer.
- (j) Any rank paramedic (Captain, Engineer, and Firefighter) that desires to bid for a non-paramedic position will have the ability to place their choices on the bid matrix. If they bid for a non-paramedic position, they have two (2) hours to accept the position from the bid coordinator via a phone call and an e-mail. Once accepted, the member will have an additional 48 hours to notify the Deputy Chief of Operations of their intention to resign their paramedic assignment. All details will be worked out between the member and the Deputy Chief - Operations. During that time, their new position will be flagged until the department can reasonably make the transition. If any area of the two (2) hour or 48 hour time period is not met, the position will go back out for bid to the next member who is on the bid matrix.
- (k) If for Department operational needs, a paramedic position is moved or re-assigned to another station or assignment, and a generic position (Captain, Engineer, or Firefighter) is displaced, that complete rank shall re-bid.
- (l) If for Department operational needs, the Training or US&R specialty assignments are moved to another station or company, and a non-specialty position (Captain, Engineer, or Firefighter) is displaced, that complete rank shall re-bid.
- (m) If for Department operational needs, a new or additional unit is placed into service at any Orange City Fire Department station, a complete re-bid shall occur for those affected positions.
- (n) If for any other departmental operational need, any position is lost or reassigned, all displaced ranks shall rebid.

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- (o) Members of equal rank and qualifications may submit a written request for a short-term trade of assignment to the Deputy Chief - Operations. The request shall specify the period of time being requested for the trade and the decision to grant the request shall be at the discretion of the Deputy Chief. Upon completion of the short-term trade assignment, members shall return to their normal assignments.
- (p) In the event that any position cannot be filled, for any reason, the Bid Coordinator will solicit members by phone call, text message or City of Orange e-mail for a voluntary/temporary administrative assignment to these spots. This voluntary/temporary administrative assignment will be for a maximum of one year. Any member who volunteers will be allowed to go back to their original position upon completion of their administrative assignment. If there are no volunteers, the least senior member meeting the qualifications for these positions shall be administratively assigned.
- (q) If more than one member per rank or specialty is administratively assigned, the most senior member may choose which administrative assignment position to fill. Then the next most senior member may choose, and so on.

1013.5 SENIORITY BID PROCEDURES

- (a) The process for members to bid for assignment shall occur four (4) times per year. Transfers will coincide with the F.L.S.A. pay cycles in the months of January, April, July, and October. Every three years, a complete Department re-bid will occur starting October 1st. The Department re-bid transfers will take place in the following January F.L.S.A. pay cycle. Transfers will be in the years 2015, 2018, 2021, and so on.
- (b) At the start of the bidding process, the Deputy Chief - Operations shall meet with the Bid Coordinator or their designee to determine which positions shall be open for bid. This determination shall be based upon factors that include probationary assignments, paramedic assignments, US&R, Training Company and other criteria that may impact operational staffing.
- (c) Using the information of available assignments obtained from the Deputy Chief - Operations, the Bid Coordinator shall manage the bidding system procedure.
 - 1. Making an open bid period notification through the City of Orange e-mail system.
 - 2. Contacting members on long-term absence or leave.
- (d) Personnel will submit their request to the Union Bid Coordinator via Department e-mail only. Bid requests shall be into the Bid Coordinator by noon the day before the Bid Process Period begins. The e-mail bid request will be confirmed by a reply e-mail from the Bid Coordinator.
- (e) At the conclusion of the bid process, the Bid Coordinator shall determine the member(s) who receive reassignments based upon the provisions of this policy and shall be responsible for notifying the Deputy Chief - Operations of the results.

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- (f) The Deputy Chief - Operations, utilizing the City of Orange e-mail system, shall make notification of new assignments.
- (g) Unsuccessful bid requests shall be carried over for consideration to the next bid process period. Personnel can update their bid request at any time, up to the noon deadline the day before the bid process period begins.
- (h) It is the member's responsibility to send their bid request by e-mail to the Bid Coordinator up until the noon deadline the day before the bid process period.
 - 1. Personnel can request to be contacted for any openings from their bid transfer choices they are qualified for, or for all qualified bid positions.
 - 2. Personnel have the option not to be contacted for any open positions.
 - 3. Captain/Paramedic Captain positions will be filled first, then the Engineer/Paramedic Engineer positions, Firefighter Paramedic position, and then the Firefighter positions.
 - 4. Personnel have two (2) hours to respond with an answer to the Bid Coordinator after contact has been made. Response can be made by phone, text message or e-mail. Phone and text responses should be followed up by an e-mail for documentation. If there is no response from the member, they will be passed over to the next member.
 - 5. Personnel can decline any opening that is offered to them.
 - 6. If the most senior member declines an open position, the next most senior member who requested to be contacted will be contacted for that position.
 - 7. After every time a open position is filled, the Bid Coordinator will go back to the top of the bid matrix and go down the seniority list to the most senior member who wanted to be contacted for that open position to inform them of the results.

1013.6 DENIAL OF ASSIGNMENT

A member who, under this policy, is eligible for a bid assignment, and who is denied the assignment by the Department, or removed from an existing assignment, shall have the reason for the denial, or removal, given to them in writing.

1013.7 POLICY REVIEW

If desired by either the Union or the Department, the conditions of the policy, including procedural, mechanical or technical concerns or recommendations, shall be jointly reviewed.