



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF PASADENA

AND

PASADENA FIRE FIGHTERS ASSOCIATION, LOCAL 809

July 1, 2013 – June 30, 2017

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SECTION A

PREAMBLE

- A. The Pasadena Fire Fighters, Local 809, a recognized employee organization, hereinafter referred to as the Union or PFFA, and the City of Pasadena, a Public Agency, hereinafter referred to as City or employer, have been meeting and conferring consistent with Section 3500, et al, of the Government Code and have reached agreement.
- B. It is the intent and purpose of this Memorandum of Understanding (MOU) to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all contractual rights and obligations as negotiated by the parties.
- C. It is recognized by the signatories to this MOU and Agreement representing the Public Agency and the recognized Employee Organization that this Agreement has been entered into pursuant to Section 3505.1 of the California Government Code.

I. RECOGNITION

In accordance with State law, the provisions of the Employer-Employee Labor Relations Resolution No. 555, and the secret ballot election conducted on June 19-21, 1978 in conformance with Section 3507 of the California Government Code (the *Meyers-Milias-Brown Act*), the City recognizes the Union as the exclusive representative bargaining unit for the following classifications: Fire Captain, Fire Engineer, Fire Fighter I and II. Such representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment.

II. TERM OF MEMORANDUM

This MOU shall be in full force and effect for the period between July 1, 2013 and June 30, 2017.

III. SCOPE

A. Management Rights

- 1. The scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. Except as modified by this Agreement or by law, the City shall reserve and retain all its inherent and exclusive rights and authority of management which have not been abridged by this MOU or

by law which includes the right to: supervise, hire, transfer, assign and schedule employees; take disciplinary action for just cause; relieve employees from duty because of lack of work or other legitimate reason; determine services to be rendered; utilization of technology and overall budgetary matters; determine the procedures and standards of selection for employment and promotion; determine the methods, means and personnel by which government operations are to be conducted; the allocation and content of job classifications; maintain the efficiency of governmental operations; take all necessary actions to carry out its purpose and functions in declared emergencies; and exercise complete control and discretion over its method of organization and the technology of performing its work.

2. The exercise of these rights does not preclude the Union from consulting about the impact these decisions have on wages, hours and other terms and conditions of employment, or raising grievance on those matters pursuant to the grievance procedure.

B. Union Representation

1. The designated Union officers and stewards shall be permitted to engage in contract disputes during the life of the Agreement, and the representation of employees including the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this Agreement. Except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed officers and stewards shall fall within one of the following categories:
 - a) Discuss with an employee or employee representative a grievance or complaint.
 - b) Make inquiries in order to obtain relevant information, including payroll information, related to a grievance or other concern relating to wages, hours, and working conditions, including discussions with supervisors, other employees or other management officials.
 - c) Assist employees in preparation for, or represent employees in meetings with management, the appeal and review steps of the grievance procedure or in arbitration.
 - d) Meet with supervisors or other management officials with respect to any matter related to wages, hours or working conditions, and other matters mutually agreed upon; or to prepare for such meetings.

2. Subject to the initial provisions of this Agreement with respect to paid time for such activities, the City agrees that duly designated officers and other representatives will be allowed reasonable time to meet with Management representatives during normal working hours without loss of pay. The foregoing release from normal working duties is, however, subject to the requirement that when any such designated Union officer or representative is representing an employee, he will request the permission of his/her immediate supervisor in reasonable advance of any meeting, advising the supervisor of his/her destination and when he expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to his/her duty station, the officer or representative will notify his/her supervisor. Upon arriving at the work place of the employee to be represented, the officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the representative is not permitted to contact the employee at the immediate time of his/her arrival at the work place, the supervisor in charge will advise the officer or steward the reason why he cannot do so and the time when the employee will be available.
3. All Union activities shall be conducted in such a manner as not to disrupt the work activities of the employees.

C. Union Representatives

1. The City agrees to recognize and deal with an appropriate number of officers, including stewards, so that each employee in the bargaining unit will have reasonable access to a representative. No officer other than the president, nor any steward, regardless of when selected, shall function as such for purposes of carrying on the Union activities, until the Director of Human Resources of the City has been notified in writing by the president of his/ her selection as an official or steward. Notice of changes in the selection of officials and stewards, and their alternates, will be given whenever such changes occur.
2. The Union endorses the concept of employees utilizing the steward in the employee's assigned work area; provided, that it is recognized that there may be necessary occasions when a different steward or officer or his/her designee from among the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, PFFA will promptly notify the Fire Chief and the Human Resources Department of the change.

D. Bulletin Boards

The City shall provide bulletin board space for the use of the Union for the posting of notices concerning Union business.

IV. NON-DISCRIMINATION

- A. The provisions of the MOU shall be applied equally to all employees, and the City and Union agree that they shall not unlawfully discriminate with respect to age, sex, marital status, race, color, ancestry, religious creed, medical condition, physical or mental disability, sexual orientation, national origin, political affiliation or any other basis protected by federal, state or local law or ordinance.
- B. In accordance with State law, the parties mutually recognize and agree to protect the rights of all employees to participate in Union activities or to refrain from such participation.

V. NO STRIKE

- A. The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services.
- B. No employee of the City of Pasadena shall instigate, participate, afford leadership to a strike against the City of Pasadena, or engage in any form of concerted action to withhold service from said City. Participation in any such strike or concerted action against the City shall constitute cause for discharge.
- C. The City agrees that it shall not lockout its employees during the term of this Agreement. 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 Agreement or applicable ordinance or law.

VI. MODIFICATION CLAUSE

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

VII. SAVINGS CLAUSE

Should any part of this MOU be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction or other established governmental administrative agency or board, such invalidation shall not affect the remaining portions of this MOU.

VIII. IMPASSE

- A. Should the possibility of agreement between the representatives of the City and the recognized employee organization be exhausted, the parties agree to resolve the impasse dispute(s) in accordance with City impasse procedures.
- B. Additionally, the Union may request that the parties' differences be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias-Brown Act (MMBA).

SECTION B
COMPENSATION

I. PAY FOR TIME WORKED

A. Classification Step Schedule

1. The schedule of compensation rates for the classifications covered by this MOU are listed in Exhibit I and include the following increases:
 - a) Effective the pay period that includes July 1, 2014, base pay will be increased by 5%.
 - b) Effective the pay period that includes July 1, 2015, base pay will be increased by 2.5%
 - c) Effective the pay period that includes July 1, 2016, base pay will be increased by 2.5%.
2. The parties agree that historically they have conducted a compensation survey in which the benchmark classifications of Fire Fighter II, Fire Engineer, and Fire Captain have been competitive in the market at no lower than the top 25th percentile of the survey agencies described in Exhibit II to this MOU using the methodology as described in Exhibit III to this MOU. The parties agree that during the term of this MOU, no such compensation survey will be implemented. The goal of the parties will remain that the future compensation of represented employees will be competitive in the market.
3. Work Schedules
 - a) Shift Employees - Shift employees work an average of 56 hours per week. Shift employees receive overtime compensation as required by the Fair Labor Standards Act (FLSA) for the hours worked or regarded as having been worked as described below in Overtime Section F between the FLSA overtime threshold for the 27 day Section 7(k) work period (204 hours) of 27 days and their regular scheduled hours during that work period (216 hours). That overtime (the hours worked or regarded as having been worked as described below in Overtime Section F and of this Section between 204 and 216) is paid at .5 times their regular rate of pay since the employees receive the straight time portion of those hours as part of their regular compensation. Such overtime shall be reported to CalPERS as compensation earnable for retirement purposes per Title 2 Section 571(a)(5). Hours worked or regarded as having

been worked as described below in Overtime Section F above 216 in the 27 day work period are paid at time and one half and are not reported to CalPERS as compensation earnable.

b) 4/10 Work Schedule

The Department will continue a 4/10 work schedule in the Fire Environmental Safety Division subject to the following conditions:

1. The City shall have the right to end the schedule at any time during the term of this agreement, subject to the Union's right to meet and confer over the impact of such reversion.
2. Time off will be accrued at the same rate as in a normal 5/40 schedule (8 hours equals one day) and will be charged based on hours used, the exception would be bereavement at 10 hours a day.
3. The normal work day will commence at 7:00 a.m. and end at 6:00 p.m. with a one hour unpaid lunch period.
4. The Department may flex work schedules modifying the starting and stopping times by up to two hours; up to once a week per employee.
5. The schedule shall provide for five day (Monday through Friday) coverage. Employees shall work four consecutive days; with three consecutive days off.
6. Upon the request of either party; a meeting(s) shall be scheduled to discuss any issues arising from implementation of the trial program.

- c) 40-Hour Employees - Effective July 22, 1985, the Classification Salary Step Schedule for all employees regularly assigned to work a 40-hour work week was increased 2.7% above that of shift employees, since 40-hour employees are not governed by the 7-K provision and do not receive premium pay for regularly scheduled hours of work.

II. DUTY HOURS

- A. Duty schedules are defined as an employee's regularly assigned hours of the day and days per week.

- B. Duty time for persons employed on a shift basis in the Fire Department shall be 9 twenty-four (24) hour shifts during the 27 day FLSA work period established per Section 7(k) of the FLSA.
- C. Shift - One shift is 24 consecutive hours over a two-calendar day period from 7:00 a.m. on the first day to 7:00 a.m. the second day.
- D. Hourly rates are calculated based on taking the annual compensation for each unit member and dividing it by 2923 hours.
- E. Day - A day is defined as one half of a 24 hour shift.
- F. Should the City consider a change in the starting time of a shift from the current 7:00 a.m. starting time, the Union agrees to meet and confer with the City on the proposed change. The City agrees not to change the starting and ending time of a shift unless both parties mutually agree to the change.

III. OVERTIME

- A. Recall Personnel – Employees recalled on a voluntary or mandatory basis shall be compensated at the time and a half pay at the 56 hour per week rate for the time worked. No such personnel shall be called in for less than a four (4) hour work period.
- B. Basis for Recall - Employees recalled on a mandatory or voluntary basis to fill vacancies shall be called back on a rank for rank basis. Determination of rank shall be made by filling the vacancy which has precipitated the callback. The City will not cancel pre-scheduled acting assignments based upon this section.
- C. Court Appearance - A shift employee called in on a scheduled day off to be present in court in connection with the performance of his/her duties shall receive overtime compensation for actual hours worked with a two hour minimum, at the 40 hour per week time and one-half rate.
- D. Overtime in addition to premium rates shall not be paid for the same hours of work; and in no case will there be pyramiding or duplication of overtime pay or premium rates for identical time worked.
- E. Employees assigned to the Fire Investigator 40-hour position may accumulate compensatory time off to a maximum of 200 hours. However, only emergency call-in or other overtime mandated by the Fire Chief may be banked as compensatory time off and only at the discretion of the Fire Chief. Such compensatory time off shall be accrued at time and one-half for all overtime hours worked. An employee who wants to use such compensatory time off may do so by providing reasonable notice. Such requests will be granted as long as they are

not unduly disruptive to operations of the department. All other overtime will be paid.

- F. The use of paid leave shall count toward hours worked for the purpose of calculating overtime.

IV. ASSIGNMENT PAY

A. Fire And Environmental Safety Bonus

1. The City will provide a graduated bonus pay for 40-hour employees regularly assigned to perform fire and environmental safety division functions, and other specialized duties. The bonus pay schedule shall be applied at the discretion of the Fire Chief or his/her designated representative.
2. The bonus pay schedule shall be 10% of base salary.

B. Paramedic Pay

1. Paramedic pay and assignments may be removed for cause. Qualifying employees as described below shall receive:
 - a) Employees holding the classifications Fire Fighter, Fire Engineer or Fire Captain who hold a valid certification from the California State EMS authority as an EMT-Paramedic shall receive pay as follows: \$500 per month upon initial license; \$900 per month after completion of the second year as a licensed Paramedic in the City of Pasadena. Effective July 1, 2015, the \$900 will increase to \$950 per month.
 - b) The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(2) Education Pay – Paramedic Pay as special compensation.
 - c) For Fire Captains, Fire Engineers and Lateral Fire Fighters based upon individual merit and experience, the Fire Chief may approve a certification pay up to the maximum provided for in this section.
 - d) Employees assigned to non-shift work (*i.e.*, fire prevention, etc.) shall continue to receive the paramedic pay in lieu of any other special assignment pay (provided that it is the higher bonus) if they maintain their certification.

- e) Employees who are no longer subject to assignment as a Paramedic will not be eligible for the bonus.
- f) Certification as a Paramedic is a condition of employment for those employees who were hired after April 1, 2004 to be a Paramedic.
- g) Paramedic assignments are based on Department needs. Accordingly, the Department reserves the right to remove an employee from an assignment for any bona fide operational reason, including unsatisfactory performance. To the extent required by Firefighters' Procedural Bill of Rights Act, the City will comply with the Act, prior to removal of an employee from the Paramedic assignment.

C. EMT-D Pay

- 1. EMT-D pay shall equal four percent (4%) of base pay for qualified employees.
- 2. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Education Pay – Emergency Medical Technician Pay as special compensation.

D. Movie Detail

Employees classified as a Fire Fighter, Fire Engineer, or Fire Captain will receive \$55 per hour when assigned to work a movie detail. The minimum payment shall be 4 hours at the straight time rate. If the event is canceled after noon of the day previous to the event, employees shall receive the 4 hour minimum.

E. Special Events

- 1. Compensation for special events will be at time and one half of the forty hour rate for top step Fire Fighter, plus the applicable bonus for Paramedics. Fire Captains assigned to work as a Captain shall receive time and one half of the top step Fire Captain forty hour rate.
- 2. Employees who receive a same day cancellation for a special event shall be paid a four hour minimum at the straight time rate.

F. Bilingual Pay

- 1. Employees shall be eligible for bilingual pay pursuant to the City's bilingual policy.

2. Employees assigned to shift work will receive bilingual pay at \$140 per month provided the employee passes the City's bilingual proficiency test. Employees assigned to non-shift work will receive bilingual pay at \$140 per month if the employee passes the bilingual test, is in regular contact with the public and subject to utilizing their bilingual skills. Temporary reassignments to non-public positions will not disqualify an otherwise qualified employee from receiving bilingual pay. Other languages may be added as the need arises.
3. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Education Pay – Bilingual Pay as special compensation.

G. Education Pay

Employees holding an Associate of Arts degree from an accredited college shall receive education incentive of \$175 per month, and employees holding a Bachelor's degree from an accredited college or university shall receive education incentive of \$275 per month. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Education Incentive as special compensation.

H. Urban Search And Rescue (USAR) Bonus

1. Employees who are on the USAR assignment shall receive a USAR bonus of \$200 per month. Employees must possess the necessary Class A driver's license and endorsement or the white card issued through the department's process to authorize them to operate a USAR vehicle pursuant to the department's policy. The USAR bonus shall be limited to 36 employees (12 per shift) at any one time.
2. It is understood that employees on the USAR assignment are required to meet regional task force criteria as established by Office of the Emergency Services.

SECTION C

LEAVES OF ABSENCE

I. VACATION

A. Vacation provisions through December 31, 2015

Vacation benefits shall be provided in accordance with paragraph 3 of this section and shall be taken within the time limits provided herein except when, for the efficient administration of the City, the City Manager determines that vacation leave of absence cannot be scheduled. In such event, the City Manager shall authorize pay in lieu of vacation, or allow accumulation of more than two (2) vacation periods.

1. Vacation Period and Carry-over
 - a. No vacation shall exceed three (3) vacation periods in any calendar year nor shall any employee carry over to the following calendar year more than two (2) vacation periods. A "vacation period" is defined as the maximum amount of vacation provided in any calendar year. If the employee is unable to use the additional vacation due to illness or disability, then the City Manager shall authorize pay in lieu of vacation or additional
 - b. On January 1 of each year, the provided vacation carried over by each employee, plus his/her current year's provided vacation allowance, shall be credited to the employee, based upon the schedule set forth in Subsection (3) of this section. At any time during said calendar year the employee may use said credited vacation, provided, however, all vacation shall be taken at such times as shall be approved by the head of the department in which such employee works. Vacation shall be a minimum of one (1) full shift unless other arrangements are approved by the department head.
2. Termination - Upon termination of employment the City shall deduct from final compensation any vacation time taken in excess of the amount provided under these provisions.
3. Unused Vacation - Any employee who is terminated shall be allowed regular compensation for unused vacation accumulation due on the last actual work day.
4. Every regular full time employee shall be provided prorata vacation time for each month or major fraction thereof of actual service, but not more

than the number of hours for each six (6) months of such service, nor more than the number of hours in any calendar year shown in the following schedule:

<u>Upon Completion of</u>	<u>Shift Employees Annual Vacation</u>	<u>Non-shift Employees Annual Vacation</u>
6 months of continuous service	3 shifts	48 hours
1 through 5 years of continuous service	6 shifts	96 hours
6 years of continuous service	6 ½ shifts	104 hours
7 years of continuous service	7 shifts	112 hours
8 years of continuous service	7 ½ shifts	120 hours
9 years of continuous service	8 shifts	128 hours
10 years of continuous service	8 ½ shifts	136 hours
11 years of continuous service	8 ½ shifts	136 hours
12 years of continuous service	8 ½ shifts	136 hours
13 years of continuous service	8 ½ shifts	136 hours
14 years of continuous service	8 ½ shifts	136 hours
15 years of continuous service	8 ½ shifts	136 hours
16 years of continuous service	9 shifts	144 hours
17 years of continuous service	9 ½ shifts	152 hours
18 years of continuous service	10 shifts	160 hours
19 years of continuous service	10 ½ shifts	168 hours
20 years or more of continuous service	11 shifts	176 hours

5. Vacation Cash-out - If a shift employee takes a minimum of seventy-two (72) hours of vacation during a payroll year, the employee may, with the approval of the Fire Chief or designee, receive cash in lieu of up to seventy-two (72) hours of accrued vacation. Employees eligible for

vacation cash-out shall submit their requests by December 31. Checks will be issued by the second payroll in January of each year and paid out on the basis of the employee's hourly rate at the time of payout. After the vacation cash-out, an employee shall have an accrued vacation balance of at least 72 hours.

6. Employees with the most work seniority will be given priority in approving their requests for time off during the Thanksgiving and/or Christmas holidays. In the event that there is not sufficient coverage for these two holidays, management will assign employees to work the Thanksgiving and Christmas holidays based on inverse seniority in rank.
7. The provisions for approving requests for time off during the Thanksgiving and Christmas holidays will become effective for the 2007 calendar year.

B. The Fire Department shall maintain vacation usage policies as follows:

1. During the period from October through May, (except December) a total of 5 personnel shall normally be allowed to schedule vacation at any one time.
2. During the period from June through September and in the month of December, a total of 4 personnel shall normally be allowed to schedule vacation at any one time.
3. Of the total numbers allowed off above, no more than 2 Captains and 3 Fire Engineers shall be allowed off. Effective August 1996, a maximum number of 2 Fire Engineers shall be allowed off.

C. Effective the pay period that includes January 1, 2016 the following provisions related to vacation are applicable:

1. Vacation Accrual and Maximum
 - a) Vacation for shift employees:

Years of continuous service	Hours accrued per pay period	Annual Accrual	Vacation Maximum Accrual
Six months of continuous service	2.79	72 hours	144 hours
1 year – completion of 5 years	5.54	144 hours	288 hours
6 th year	6.00	156 hours	312 hours
7 th year	6.46	168 hours	336 hours

8 th year	6.92	180 hours	360 hours
9 th year	7.38	192 hours	384 hours
10 th – 15 th year	7.85	204 hours	408 hours
16 th year	8.31	216 hours	432 hours
17 th year	8.77	228 hours	456 hours
18 th year	9.23	240 hours	480 hours
19 th year	9.69	252 hours	504 hours
20+ years	10.15	264 hours	528 hours

b) Vacation for Non-Shift employees:

Years of continuous service	Hours accrued per pay period	Annual Accrual	Vacation Maximum Accrual
Six months of continuous service	1.85	48 hours	96 hours
1 year – completion of 5 years	3.69	96 hours	192 hours
6 th year	4.00	104 hours	208 hours
7 th year	4.31	112 hours	224 hours
8 th year	4.62	120 hours	240 hours
9 th year	4.92	128 hours	256 hours
10 th – 15 th year	5.23	136 hours	272 hours
16 th year	5.54	144 hours	288 hours
17 th year	5.85	152 hours	304 hours
18 th year	6.15	160 hours	320 hours
19 th year	6.46	168 hours	336 hours
20+ years	6.77	176 hours	352 hours

2. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.

a) If a unit member reaches the maximum accrual while on 4850 leave, hours of accrual above the maximum will be paid as cash at the time they would have accrued.

3. Unit members who use a minimum of seventy-two hours of vacation during the calendar year, may (with approval of the Fire Chief) cash out up to seventy-two hours of vacation during a calendar year. After the vacation cash out, an employee shall have an accrued vacation balance of at least seventy-two (72) hours.

a) Employees may request to cash out a maximum of seventy-two hours during a calendar year; however, the requests can be for one payment or split into two separate payments during the following timeframes:

- 1) Requests for vacation cash out submitted by December 31st will be paid with the second paycheck in January.
 - 2) Requests for cash out submitted by June 30th will be paid with the second paycheck in July.
 - 3) Cash outs are paid at the base hourly rate of pay.
3. Vacation approval is subject to the process identified in the Fire Department policy. For efficient administration of the department, should the City Manager determine that vacation leaves of absence cannot be scheduled; the City Manager may authorize pay in lieu of vacation or allow accumulation of vacation above the maximum accrual.
 4. Vacation usage:
 - a) A total of 5 personnel shall normally be allowed to schedule vacation at any one time.
 - b) During the period from December 24th – January 2nd, a total of 4 personnel shall normally be allowed to schedule vacation at any one time.
 - c) Of the total numbers allowed off above, no more than 2 Captains and 2 Fire Engineers shall be allowed off
 - d) Following the transition to vacation accrual on January 1, 2016, new employees will be allowed to use his/her annual vacation accrual during the first three years of employment. This may result in a negative accrual. Should the new employee separate from city service, any used but not yet accrued vacation will be deducted from his/her final paycheck.
 5. Employees with the most work seniority will be given priority in approving their requests for time off during the Thanksgiving and/or Christmas holidays. In the event that there is not sufficient coverage for these two holidays, management will assign employees to work the Thanksgiving and Christmas holidays based on inverse seniority in rank.
 6. Upon separation from employment, any accrued but unused vacation will be paid to the employee with the final paycheck at his/her base rate of pay.

II. HOLIDAYS

- A. 40-Hour Shift Employees - The following days shall be observed as holidays for employees regularly assigned to work a 40-hour work week:

- January 1
 - Third Monday in January
 - February 12th
 - Third Monday in February
 - Last Monday in May
 - July 4th
 - First Monday in September
 - The Monday or Friday closest to November 11th
 - Fourth Thursday in November
 - The day following the fourth Thursday in November
 - December 25
 - Any particular day in a given year so designated by the City Council
- B. If any of the foregoing holidays falls upon a Saturday, the preceding Friday is observed as the holiday. If any of the foregoing holidays falls upon a Sunday, the Monday following is observed as the holiday
- C. The value of the holiday hours is equal to the value of the work hours on the designated holiday.
- D. Annually, unit members will receive eight (8) floating holiday hours in his/her floating holiday bank with the first pay period in January.
- E. 24-Hour Shift Employees - The following days shall be designated as holidays for employees regularly assigned to work a 24-hour shift:
- January 1
 - Third Monday in January
 - February 12th
 - Third Monday in February
 - Last Monday in May
 - July 4th
 - First Monday in September
 - September 9th
 - The Monday or Friday closest to November 11th
 - Fourth Thursday in November
 - The day following the fourth Thursday in November
 - December 25
 - Any particular day in a given year so designated by the City Council
- F. Shift employees shall be paid twelve (12) hours of holiday in-lieu pay for each holiday as the holiday occurs. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(5) Holiday Pay as special compensation.

- G. Shift employees who work on a designated holiday will be paid time and one half his/her base rate of pay for actual work on a holiday and straight time for the remainder of the hours of the shift.

III. SICK LEAVE

- A. Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments; or to attend to an immediate family member (child, parent, spouse, or registered domestic partner as defined by California Labor Code Section 233) who is ill/injured and needs care as permitted by that law.
- B. Every employee who is unable to report to work for his/her scheduled shift shall, in addition to reporting absences on Telestaff, call or have someone call and speak to the Battalion Chief or leave a message before 10:00 p.m. the night before the absence or between 0530 and 0630 hours to report the absence.
- C. The Fire Chief has the authority to approve sick leave for unit members.
- D. Unit members requesting to use sick leave for more than forty-eight (48) hours shall submit a signed verification of the need for absence due to illness/injury or the need to care for a family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or family member, and presented to the employees' supervisor before returning to work.
- E. A unit member who while on vacation becomes ill/injured and who provides a doctor's verification of illness/injury prior to returning to work that verifies that leave for injury or illness in excess of three days was required, may request that the vacation time be substituted with sick leave. Such requests are subject to approval by the Fire Chief.
- F. Sick Leave provision through December 31, 2015
 - 1. Occasional Injury or Illness
 - a) Any employee who, on November 1, 1970, is regularly employed and who has not completed six months of continuous service, and any employee who is hired on or after November 1, 1970, and who completes six (6) months of continuous service subsequent to his/her most recent date of hire, shall thereafter be eligible for regular compensation for any occasional or extended illness or injury not arising out of and in the course of his/her employment in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Maximum Compensation</u>
6 months to 12 months	5 days

- b) Occasional illness or injury as used herein shall be defined as an illness or injury necessitating the absence from work of the employee for a period of less than five (5) consecutive working days. Upon completion of one (1) year of continuous service, and upon completion of each successive year of continuous service, each employee shall be eligible for a maximum of ten (10) days regular compensation for occasional illness or injury not arising out of and in the course of employment.
2. Emergency medical, dental, eye or ear examinations shall qualify for occasional sick leave use. In addition, injury to or illness of a member of an employee's immediate family which the employee to be absent from work, shall also constitute occasional illness for the purpose of this subsection provided that such absence shall not exceed four (4) regular working days. Immediate family means spouse, child, parent, brother or sister, or parent of spouse.
 3. In the event an employee, who is eligible for ten (10) days of regular compensation for occasional injury or illness, does not use the maximum days allowed during an anniversary year, the unused portion, not to exceed five (5) days each anniversary year, shall be credited to the employee to be used, if necessary, in addition to the extended sick leave benefit described below.
 4. In the event an employee has used the extended sick leave benefit to which he is entitled and has used the additional sick leave benefit provided for in this subsection, then the employee shall be permitted to use any remaining occasional sick leave to which he/she was entitled.
- a) Extended Injury or Illness
 - 1) In addition to the benefit provided above, any employee regularly employed who has completed one (1) year or more of continuous service, shall be entitled to regular compensation for extended injury or illness not arising out of and in the course of employment in accordance with the following schedule: