

CITY OF RED BLUFF



**UNITED PUBLIC EMPLOYEES OF CALIFORNIA,
LOCAL 792, LIUNA, AFL-CIO
FIRE UNIT
MEMORANDUM OF UNDERSTANDING**

July 1, 2021 to June 30, 2024

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CITY OF RED BLUFF

UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792, LiUNA, AFL-CIO

FIRE UNIT
MEMORANDUM OF UNDERSTANDING (MOU)

Term of Contract: July 1, 2021 to June 30, 2024

This Memorandum of Understanding (MOU or Agreement) is entered into by the City of Red Bluff, said political subdivision hereafter designated as "City," and the Red Bluff Firefighters Union (RBFA), hereafter designated as "Union," to specify the conditions of employment which are to be in effect for the duration of this agreement for those employees working in the representation unit referred to in Section 01.00.00 hereof.

01.00.00 RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all employees in the Fire Department Bargaining Unit. The classifications represented by the Union are: Fire Captain, Fire Engineer and Firefighter.

02.00.00 NO DISCRIMINATION

02.01.00 Discrimination Prohibited

No person covered by this agreement shall be discriminated against because of age, race, sex, sexual orientation, color, ancestry, national origin or religious creed, physical disability (including HIV and AIDS), medical condition (cancer), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

03.00.00 UNION SECURITY

03.01.00 Authorized Deductions

03.01.01 Dues and Initiation Fees

The City agrees to deduct from the wages of its employees Union dues and initiation fees and to transmit the monies so deducted to the Financial Secretary of the Union. An employee desiring to have such deduction or deductions made shall sign a proper assignment form conforming to the requirements of the City, subject to the provisions of applicable resolutions.

03.01.02 Frequency of Deductions

Such deductions shall not be made more often than twice per month.

03.02.00 Notification

03.02.01 New Employee Orientation

This shall apply to new employees hired after the date of the Agreement who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization.

The parties agree that the City will notify the Union via emails, to the Labor Relations Representative and the Union Office Manager, the time, date, and location of the orientation 10 days prior to new hire orientations being held.

The City shall allow the Union representative 30 minutes to meet with new employees either before or after the new employee orientation. Management will excuse themselves during the Union portion of the orientation and the Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with City activities.

03.02.02 Information Provided

Via email the City will as soon as possible, but within no more than 15 days of hire, provide the Union with the following information regarding the new employee:

Name	Job Title
Department	Work Location
Home Address	Work, home and personal cellular telephone numbers
Personal email addresses	on file with the employer

The City will also provide the Union this same information, via email, on all bargaining unit members on a quarterly basis.

Notwithstanding the foregoing, limited to the express purpose of Assembly Bill 119 requirements only, an employee may opt out via written request to the City (copy to the Union) to direct the City to withhold the disclosure of the employee's:

Home Address	Home Phone Number
Personal Cellular Number	Personal email address
Birthdate.	

04.00.00 CITY BULLETIN BOARD, MEETINGS, DATA AVAILABILITY

04.01.00 Bulletin Boards

The Union may use portions of City bulletin boards under the following conditions:

- a) All materials must receive the approval of the department head in charge of the departmental bulletin board.
- b) All materials must be dated and must identify the organization that published them.
- c) The actual posting of materials will be done by the City as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty (30) days after the publication date. Materials which the department head considers objectionable will not be posted; provided, however, the department head shall first discuss this denial with the City Manager or his/her designee.
- d) The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organization materials.

- e) An employee organization that does not abide by these rules will forfeit its right to have materials posted on City bulletin boards.

04.02.00 Use of City Facilities

The Union may, with the prior approval of the City Manager or his/her designee, be granted the use of City facilities for meetings of City employees, provided space is available and provided further such meetings are not used for organizational activities of membership drives of City employees. The City reserves the right to assess reasonable charges for the use of such facilities.

The uses of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited; the presence of such equipment in approved City facilities notwithstanding.

04.03.00 Access to Work Locations

Reasonable access to employee work locations shall be granted to the officers of recognized employee organizations and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or the City Manager or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

04.04.00 Availability of Data

The City will make available to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in this rule and Government Code Sections 6250-6260.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable. Information, which shall be made available to employee organizations, includes regularly published data covering subjects under discussion.

Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this rule shall be construed to require disclosure of records that are:

- a) Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles.
- b) Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record.
- c) Records pertaining to pending litigation to which the City is a party or to claims or appeals which have not been settled.
- d) Nothing in this rule shall be construed as requiring the City to do research for an inquirer or to program or assemble data in a manner other than usually done by the agency.

04.05.00 Union Officer

The Union may select one (1) employee as Union Officer for each location where employees covered by this Memorandum are normally assigned.

In addition to his/her regularly assigned work, the Union Officer shall be permitted reasonable time during working hours to notify the Union Labor Representative(s) of any violations of this Memorandum. Employees are authorized to contact their Union Officer during working hours to report a grievance or violation of this Memorandum.

05.00.00 CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; organize and/or reorganize its workforce which may result in moving positions and classifications of employees from one bargaining unit to another or deleting positions and classifications; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; subcontract services; determine the methods, means and personnel by which government operations are to be conducted; set wage rates for new classifications; classify positions and determine the content of job classifications; take all necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

06.00.00 MEET AND CONFER

The formally recognized employee organization may select not more than two (2) employee members of such organization to attend scheduled meetings with the City appointed labor negotiators and/or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the City Manager or his/her designee may approve the attendance at such meetings of additional employee representatives, with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the City Manager or his/her designee at least two (2) working days in advance of such meetings.

Provided, further:

- a) That no employee representative shall leave his/her duty or work station or assignment without specific approval of the department head or other authorized City management official.
- b) That any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular work hours under appropriate circumstances.

07.00.00 EMPLOYEE RIGHTS

07.01.00 Participation

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-

employee relations including, but not limited to wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his or her exercise of these rights.

07.02.00 Access

The Union Labor Representative(s) shall have access to any employee or employees presenting a grievance and employees have the right to have the Union Labor Representative (s) represent him or her at all stages of disciplinary action.

08.00.00 COMPLIANCE WITH MEMORANDUM

In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of the Union or the Employer, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized action into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge.

The Employer shall enforce the terms of this Memorandum on the part of its supervisory personnel. The Union shall enforce the terms of this Memorandum on the part of its members.

09.00.00 MODIFICATIONS

This Memorandum is intended to cover all aspects of wages, hours and working conditions for employees covered herein. Therefore, nothing in the Memorandum shall prevent the Employer from modifying any fringe benefits or benefit plans not specifically provided for in this Memorandum, such as retirement plans, salary continuation plans, Health Benefit Plans, etc., subject to Meet and Confer.

If an employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification; the Employer shall determine the wage rate after consultation with the Union. Should the Union decline the opportunity to consult or fail to respond to the offer of consultation within ten (10) days, the decision of the Employer shall prevail.

10.00.00 HOURS, OVERTIME AND PREMIUM COMPENSATION

10.01.00 Overtime

10.01.01 Defined

Overtime is that time worked as authorized and directed by management which exceeds the employees normally assigned work period or work shift.

10.01.02 Work Period

56-hour employees are assigned to a twenty-four (24) day work period. 40-hour employees shall be assigned to a seven (7) day work period. Those periods may be changed by the City according to the provisions of the Fair Labor Standards Act (FLSA).

10.01.03 Payment for Overtime Worked

56-hour employees covered under this agreement shall be paid at one and one-half (1½) times the current hourly rate, for all hours over the 182 hour FLSA maximum for a 24 day work period. 40-hour employees covered under this agreement shall be paid at one and one-half (1½) times the appropriate hourly rate, for all hours over 40 for a 7 day work period. Composite leave, Sick leave, Vacation, Holidays, or Comp Time taken in general shall be calculated as hours worked.

10.01.04 Work Schedules

56-hr employees shall work a fifty-six (56) hour average work-week based on a three (3) platoon system. Each shift shall be 24 hours long and will adhere to a 2/4 Work Schedule (48 hrs. on/96 hrs. off). Shift change is at 0800 hours:

First Day: Work Schedule is designated from 0800-1700 hours with 1 hour lunch and two fifteen minute breaks. After 1700 hours is stand-by time except for assigned programs, training and call for service.

Second Day: Work Schedule is scheduled 0700-1700 hours with 1 hour lunch and two fifteen minute breaks. After 1700 hours is stand-by time except for assigned programs, training and calls for service. The morning that shift is going off duty, work schedule is 0700-0800 hours with shift change at 0800 hour.

40-hr employees shall work a standard forty (40) hours per week; the exact shift configuration and schedule is to be determined by department management.

10.02.00 Advanced Approval for Overtime

Except in an emergency, an employee may not work overtime without prior approval from his/her supervisor and/or a Chief Officer. An employee may be disciplined for working overtime without authorization.

10.03.00 Compensatory Time In Lieu of Pay (CTO)

Upon request of the employee and approval of management, Compensatory Time Off (CTO) may be accumulated in lieu of pay for regular and overtime worked. The total of pay and/or CTO for 56-hour employees shall not exceed the equivalent of one and one-half (1½) times the hours worked in an authorized overtime status. No more than seventy two (72) hours of CTO may be held in the employee's "CTO Bank" at any one time. 40-hour employees may hold only 40 hours of CTO in the "CTO Bank." However, for all employees covered by this agreement in cases of emergency (as determined by the City), the City Manager may authorize a higher limit (not to exceed 144 hours for 56 hour employees and 80 hours for 40 hour employees hours) for the CTO Bank.

10.04.00 Compensatory Time Off (CTO)

An employee may deplete any previously earned CTO by requesting such time off in advance. Such request shall be granted unless it would cause an undue hardship to the City as determined by management.

10.05.00 No Pyramiding

There shall be no pyramiding or duplication of overtime benefits for the same hours worked.

10.06.00 FLSA Application

Should the City be removed from the application of the FLSA, this section shall be subject to reopening upon the request of either the Union or the City upon thirty (30) days notice to the other.

10.07.00 Incentive Pay

State of California Fire Officer/Company Officer Certification: All represented employees who have completed the State of California Fire Officer/Company Officer Certification requirements will receive 2½% incentive pay.

10.07.01 Educational Incentive Pay

Effective the first full pay period after July 1, 2021: Unit members who have an AA/AS degree shall receive 2½% incentive pay. Unit members who have a BA/BS or higher degree from an accredited college or university shall receive a 5% increase above their base wage. Unit members who have a Masters or higher degree from an accredited college or university shall receive a 7.5% increase above their base salary. In no case may an employee receive more than 7.5% in Educational Incentive Pay (i.e., amounts are not compounding). Eligible degrees must be earned from a college or institution accredited by an accreditation agency recognized by the U.S. Secretary of Education (<http://ope.ed.gov/accreditation/>). This increase is contingent on the employee submitting written proof of an applicable degree (e.g. diploma, transcript, etc.) in a form acceptable to the City Manager. The Incentive Pay shall go into effect at the beginning of the next full pay period after submission of written proof to Human Resources.

11.00.00 STANDBY, CALLBACK, AND COURT APPEARANCES

11.01.00 Standby Defined

Standby is that time formally assigned to an employee during which, although off duty, he/she must be available to be contacted and to return to work to handle an emergency or unscheduled occurrences requiring his/her immediate attention. During standby the employee must remain in a condition suitable for reporting to work and be able to return within a reasonable time of being contacted. An employee on Standby when complying with above is free to pursue his/her personal business.

11.02.00 Compensation for Standby Duty or Duty Chief Coverage

Fire personnel who provide standby or Duty Chief coverage shall be provided the necessary equipment for their assignment. The employee shall be compensated with an additional four (4) hours of overtime pay for each twenty-four (24) hours of standby at one and one-half (1½) times their hourly rate. Employees assigned to be on standby for less than twenty-four (24) hours shall receive a pro-rata share of standby pay. Employees responding to calls during standby duty shall be compensated in accordance with sections 11.03.01 and 11.03.02.

11.03.00 Call Back Defined

Call back is defined as when an off-duty employee has physically departed the worksite and is unexpectedly called back to duty for a period of time, which is not contiguous to his/her assigned work shift.

11.03.01 Call Back Compensation

An employee called back to duty shall receive a minimum of three (3) hours at one and one-half time (1½) credit or the actual time worked, whichever is longer. Nothing within this section shall preclude the City from requiring the employee to remain at work for the entire minimum period.

The following is to establish a method to distribute available callback (overtime) in a fair and equitable manner.

DISTRIBUTION OF CALLBACK:

- A. Opportunity to work non-emergency/emergency callback shall be distributed consistent with the mission needs of the Department in accordance with this policy.
- B. The Fire Chief, Division Chief(s), and Shift Captains (Scheduling Officers) shall be responsible for maintenance of the overtime list, and administration of this policy.
- C. Overtime list will be maintained as a living document.
- D. Access to view their current position on the overtime list shall be granted to all Red Bluff Firefighter's Association members.
- E. When an employee accepts a callback, they shall report for duty as soon as possible within established time frames.
- F. Failure to report for duty within established time frames may be cause for discipline in the same manner as failure to report for duty on regular shift days/times.
- G. Overtime compensation shall be as specified in the MOU, Section 10.00.00. "Actual time worked" shall begin when the employee arrives at the station.

PROCEDURE:

A. Non-emergency (Planned) callback:

- a. Non-emergency callback is defined as a planned need for shift coverage based upon a known event; i.e. vacation, training, and planned event coverage.
- b. Non-emergency callback shall be scheduled a minimum of 48 hours in advance.
- c. Scheduling of non-emergency callback shall be conducted with preference given to members highest on the callback list within same position class as the vacancy requiring coverage. In the event all personnel, in list order, within the needed position class are unavailable, the next person highest on the list qualified to work within the needed position shall be contacted.

i. Callback matrix:

1. Captain callback: Captain – Engineer – Firefighter (Q)
2. Engineer callback: Engineer – Firefighter (Q) – Captain
3. Firefighter callback: Firefighter – Engineer – Captain

Given the parameters set in C, I would want to work down the list in rank. i.e. A Captain can't work I would want to go to the engineer rank then if needed to the firefighter rank. Likewise, no Engineer is available I would go to the Firefighter rank next and Captain would be last. Firefighter vacancy I would call engineers then Captains.

d. The scheduling Officer shall utilize the contact number(s) listed on the most current department personnel roster.

e. An attempt to contact shall include leaving a voice message offering a callback, date and duration needed, and time the message was left.

i. The use of text messaging, in addition to a phone call, may be used when scheduling callback coverage.

f. Personnel contacted for non-emergency callback shall be given a minimum of 20 minutes to respond to the scheduling Officer's request. Personnel who do not respond within 20 minutes of the scheduling Officer's request may be passed over for the next person on the list as outlined in section c. above.

g. Personnel who accept a callback shift in excess of 8 hours shall be rotated to the bottom of the list.

B. Emergency callback coverage:

a. Emergency callback is defined as an immediate need to provide personnel coverage in order to achieve the mission of the department to maintain the service level.

b. Emergency callback occurs in instances when notification of a staffing shortage is provided to the scheduling officer with limited notice. This would include notifications provided up to 12 hours prior to the staffing need.

c. Scheduling of emergency callback shall be conducted with preference given to members highest on the list within the same position class as the vacancy requiring coverage. In the event all personnel, in list order, within the needed position class are unavailable, the next person highest on the list qualified to work within the needed position shall be contacted.

i. Callback matrix:

1. Captain callback: Captain – Engineer – Firefighter (Q)
2. Engineer callback: Engineer – Firefighter (Q) – Captain
3. Firefighter callback: Firefighter – Engineer – Captain

d. The scheduling Officer shall utilize the contact number(s) listed on the most current department personnel roster.

- I. The use of text messaging, in addition to a phone call, may be used when scheduling callback coverage.
- e. An attempt to contact shall include leaving a voice message offering a callback, date and duration needed, and time the message was left.
- f. Personnel contacted for emergency callback shall be given a minimum of 5 minutes to respond. Personnel not responding to the scheduling Officers request within 5 minutes may be passed over for the next person on the list; as outlined in section c. above.
- g. Personnel who accept a callback in excess of 8 hours shall be moved to the bottom of the list.

C. Process for filling Strike Team/Overhead “Out-of-City” assignments.

- a. Requests for Strike Team/Overhead “Out-of-City” assignments will be filled depending upon the type of request.
 - i. The scheduling Officer, in coordination with the requesting agency, will decide whether the request is “Immediate Need” or “Non-Immediate (Planned) Need”.
 - ii. Immediate Need Requests: City resources need to respond out of the city immediately, or within one (1) hour of the request. On-duty personnel staffing the apparatus requested will respond as per the request. Scheduling Officer shall use the “Emergency Callback” procedure to fill vacant positions.
 - iii. Non-Immediate Need Requests (Planned Need): City resources need to respond out of the City at a future planned time of more than one (1) hour from the time of the request. Personnel accepting these positions shall be able to respond by the required time. Scheduling Officers shall use the procedures for “Emergency Callback” procedure to fill these positions.
 - iv. Personnel deployed on such assignments will be moved to the bottom of the overtime list and remain in that position until they are returned to normal duty.
 - i. Exception: Assignments of a short duration, which do not result in overtime being accrued by assigned personnel.
 - v. Personnel who are backfilling, and/or assigned to an “Out-of-City” incident shall not be rotated on the callback list until they have completed a minimum of eight (8) hours; unless they have been ordered back and choose to be rotated on the list.

D. Mandatory Callbacks:

- a. In the event normal non-emergency and emergency callback procedures fail to fill a vacant position, steps will be used by the scheduling Officer to secure staffing. The appropriate callback list will be used to require a mandatory callback to fill the vacancy. Mandatory callback shall go to the person highest on the list to fill any position for which they are qualified.
- b. When an employee is ordered back, the employee has the option to request rotation on the callback list.
- c. An employee will be considered ineligible for order back if any of the following circumstances exists:

- i. The order back will interfere with a planned vacation that involves non-refundable airline tickets, hotel reservations, etc., and cannot be rescheduled or modified.
- ii. The employee has minor children in his/her care and is not able to find childcare.
- iii. The employee is experiencing a family emergency, which includes: serious illness/injury or death.
- iv. The order back would prevent attending a major family event (wedding, funeral, childbirth, high school or college graduation).
- v. The employee is out of town and unable to return for the assignment.
- vi. Similar situations deemed acceptable by the scheduling Officer.

d. Employee must verify the legitimacy of any situation which prevents them from working an order back by submitting appropriate materials or statements to the scheduling Officer.

11.03.02 No Overlapping Minimums

Employees called back to duty and whom the officer in charge has not released will not receive another three (3) hour credit should another call be received within the first three (3) hours. Double dipping will not be allowed. Once officially released by the officer in charge, employees immediately become eligible for another three (3) hour call back.

11.04.00 Court Appearance Compensation

An off duty employee who must appear in court arising out of his/her lawful duties as an employee for the City shall be credited with a minimum of three (3) hours worked per day or the actual time required to be in court, whichever is greater at one and one-half time credit (1½).

12.00.00 /SICK LEAVE/ VACATION LEAVE

12.01.00 Accrual Rates

The following are Vacation Leave accrual rates based on regular hours paid (full time equivalent of 2,756hrs/yr. for 56-hour employees), (full time equivalent of 2,080hrs/yr. for 40-hour employees) and for continuous City service for the periods stated:

<u>Years of Service</u>	<u>24-hour Employee Bi-weekly</u>	<u>8-hour Employee Bi-weekly</u>
0 thru 3 years	9.70 hours*	4.16 hours
4 thru 14 years	11.85 hours *	5.70 hours
15 years and over	14.00 hours*	7.23 hours

** Hours earned include 9 holidays – see section 13.03.00 for payout information on remaining 3 holidays.*

12.02.00 Eligibility for taking Vacation Leave

Vacation time may only be taken following the completion of six (6) months service.

12.03.00 Vacation Leave Scheduling

The times during an accrual year at which an employee may take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of public services. Employees who are denied use during the 12 months proceeding reaching their maximum accumulation amount shall be given 90 calendar days following reaching said cap to use vacation before their accrual ceases. Denial of requested vacation time maybe appealed to the City Manager.

12.03.01 Vacation Leave Scheduling – Seniority

Employees may select vacation leave periods on the basis of seniority in three (3) separate selection rounds as set forth herein. On November 1st of each year a leave-scheduling calendar shall be posted in the department for the following calendar year. The order of selection shall be determined by seniority. An employee, in turn, may select up to two tours (or two normal 48 hour work periods) per round. Once an employee makes a selection it will be entered on the leave-scheduling calendar. The next most senior employee will then make a selection and so on. This process will repeat through three (3) selection rounds. Only one person will be permitted off under scheduled leave at a time, per shift. After the third round, all vacation leave will be on a first come, first serve basis. The vacation leave schedule shall be posted by January 1st. If an employee has not selected vacation leave periods by January 1st then they lose their seniority in selecting desired vacation dates for that calendar year.

12.04.00 Holidays During Use of Vacation Leave

For 40-hour employees, holidays that fall while on vacation leave will not be charged against the employee as Vacation Leave.

12.05.00 Allowable Increments of Use of Vacation Leave

Vacation Leave shall only be used in units of one (1) hour or longer.

12.06.00 Maximum Vacation Accumulation

No employee shall be entitled to accumulate more unused vacation than the equivalent of that which has been earned during the preceding 24 months period. No additional credit for vacation shall be earned by an employee so long as he has to his credit accumulated unused vacation in the foregoing maximum amount.

12.07.00 Sick Leave

A. Accrual rates

Full-Time employees who work 40 hours per week shall earn 8 hours of sick leave each month, pro-rated on a bi-weekly basis. Full-time employees who work 56 hours per week shall earn 11.2 hours of sick leave each month, pro-rated on a bi-weekly basis. Sick leave shall only be used in units of one (1) hour or longer. Total amount of sick leave earned/accumulated shall be unlimited.

B. Usage

Sick time shall not be considered as a right, which an employee may use at his discretion, but shall be allowed only in case of necessity for actual personal sickness or disability. Sick leave may only be used in the following cases:

- (1) A bona fide illness or injury to the employee or family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if you are a victim of domestic violence, sexual assault or stalking.
- (2) Family members shall consist of the spouse, children, parents, and parents of spouse, brothers, sisters, guardians, grandparents, registered domestic partners, wards or other individuals whose relationship is that of a dependent or near dependent.
- (3) Medical, dental, mental or eye care consultations including annual physicals or flu shots.

C. Employee Certification

Department Heads shall require employees who use any sick leave time to complete a Paid Leave of Absence Request and categorize as to whether or not the usage resulted from an injury or illness contracted on the job (for California Occupational Safety and Health Act purposes).

D. Doctor's Statements

The Department Head shall, in any instance where deemed warranted, require that an employee submit a statement from a licensed physician or practitioner setting forth the specifics which necessitate the employee's absence for illness or injury purposes. The City shall have the right to require examination by City-appointed medical personnel at no expense to the employee.

E. Notification Requirements for Sickness/Injury

In order to receive compensation while absent, due to sickness or injury, the employee shall notify the on duty officer at a minimum thirty (30) minutes prior to the time set for beginning of his/her daily duties.

F. Department Head Responsibility

Department Heads or their representatives have a responsibility to send employees home or for medical attention when there is evidence they are either too ill to work or present a hazard to themselves, co-workers, or the public.

G. Coordination with Worker's Compensation/State Disability Payments

An employee receiving temporary disability payments under the Worker's Compensation Law, SDI, LTD or Paid Family Leave payments may use accumulated Sick Leave, Vacation or Composite in order to continue to maintain his/her regular income. Such payments shall be endorsed over to the City during this period. The intent of integration of temporary disability, SDI, or paid family leave payments with employee benefit time is to provide an employee with combined benefits equal to but not more than, their normal rate of pay, assuming they have sufficient accumulated benefit time. All employees receiving full salaries in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code are entitled to accumulate Vacation and Sick Leave during such periods of disability.

H. Sick Leave Payoff

No employee is entitled to payment of any unused/accumulated sick leave upon separation from City employment. Employees retiring from the City are eligible to convert unused sick leave to PERS service credit in accordance with the City's contract with PERS.

I. Family Sick Leave

Employees may use up to 48 hours (40 hour week) or 72 hours (56 hour week) of the employee's accrued sick leave per fiscal year because of sickness for members of his/her immediate family. The immediate family shall consist of the spouse, children, parents, and parents of spouse, brothers, sisters, guardians, grandparents, registered domestic partners, wards or other individuals whose relationship is that of a dependent or near dependent.

12.08.00 Payment of Vacation on Separation

Any covered employee who separates from City service shall be paid for all unused vacation credit at the time of separation. All lump sum payoffs of unused Vacation shall be calculated at the current rate of pay.

12.09.00 Payment/Use of Composite Leave

There shall be no minimum annual required use of composite leave. Cash-out of composite leave annually (In January of each year) may be requested, subject to the City Manager approval, at his discretion. Employees may use composite leave for vacation or sick leave time off if so requested.

12.10.00 Bereavement Leave

Not more than 48 hours each fiscal year may be taken with pay in case of a funeral for members of his/her immediate family. The immediate family shall consist of the spouse, children, parents, and parents of spouse, brothers, sisters, guardians, wards or other individuals whose relationship to employee is that of a dependent or near dependent. Bereavement Leave has no cash value, does not accrue and is not cumulative. In the event there is more than one qualifying family member death per calendar year, an employee may take up to an additional 48 hours of leave per death, paid out of the employee's choice of sick leave or vacation accrual.

12.11.00 Catastrophic Leave

Catastrophic leave must be taken in accordance with the City's established catastrophic leave policy.

See attached Appendix "B" – City of Red Bluff Catastrophic Leave Policy.

12.12.00 Leave of Absence Without Pay

The City Manager may grant a permanent or probationary employee a leave of absence without pay or seniority for a period not to exceed three (3) months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the subsequent approval shall be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Notwithstanding any leave granted pursuant to this position, probationary employees are required to complete their applicable probation period upon return from leave. Failure

on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Department Heads may recommend a permanent or probationary employee leave of absence without pay for a period not to exceed one calendar week. Such leaves shall be reported to the Human Resources Department with final approval by the City Manager.

12.13.00 Extension of Leave Without Pay

The City Council may, upon the recommendation of the Department Head, and the City Manager, grant additional leave of absence without pay beyond the three-month period.

12.14.00 Jury Leave

Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. An employee ordered to jury duty during the employee's regularly scheduled working hours shall be entitled to receive base pay during actual jury service that occurs during the employee's scheduled working hours.

12.15.00 City Required Driver's License Costs

The City will pay all costs associated with a City-required driver's license beyond a Class "C" California Driver's License.

13.00.00 HOLIDAYS

13.01.00 Defined

The following days shall be recognized by the City as holidays:

- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July (July 4th)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veteran's Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Friday following Thanksgiving Day
- Four hours the day before Christmas Day (December 24th)
- Christmas Day (December 25th)
- Four hours the day before New Year's Day (December 31st)
- New Year's Day (January 1st)

In addition to the above holidays, any additional day proclaimed by the President of the United States, Governor of California or Mayor of Red Bluff as Public Holiday – provided the declared holiday is legally binding on the City of Red Bluff. 56-hr employees shall receive an additional 11.2 hours of holiday pay for every such holiday declaration to be added to the holiday pay check as specified in section 13.03.00.

56-hour employees will be compensated for holidays as follows and in section 13.03.00.

13.02.00 Observance of Holidays

40-hour employees shall observe the holidays as listed above. Holidays that occur on Saturday shall be observed on the proceeding Friday. Holidays which occur on Sunday shall be observed on the following Monday.

13.03.00 Holiday Pay

In lieu of holiday time off for observed City holidays as noted in Section 13.01.00, 56-hour employees shall be compensated at straight time for three (3) holidays recognized by the City. Each 56-hour employee shall receive 11.2 hours of time for each holiday whether worked or not to an aggregate total of 33.6 hours per year. Such hours shall be paid at the current straight time wage in one check. The check shall be paid on the first pay period in December. The check shall be a separate check from the regular payroll check. 40-hour employees who are required to work on a holiday shall be compensated at a rate of one and one-half times (1½).

14.00.00 HEALTH & WELFARE

14.01.00 Employee Health Plan Eligibility

All regular full-time employees and the employee's dependents shall be entitled to participate in the City-Sponsored Flexible Benefits Plan as established herein. Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to contract limitations with the carrier. Coverage shall commence when the employee is eligible for coverage under PERS and the health plan carriers' rules. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability or during open enrollment opportunities as determined by the carrier.

14.02.00 Description

The City of Red Bluff Flexible Benefits Plan is available to all employees in full-time regular positions (hereafter "employee"). There will be two (2) participation levels as per Section 14.03.00 and Appendix B:

- Medical Premium Only Option: election by the employee to participate in an available PERS Medical Plan only; or
- Medical Plan, Dental/Vision Option: election by the employee to participate in an available PERS Medical Plan PLUS an election to participate in the available Dental/Vision plans.

Once a selection is made, it will remain in force until the current calendar year end and any changes must be made during the following year's open enrollment period. Any fee for a third party administrator will be paid by the City. The Medical Premium Option will be the default option and remain in effect until and/or unless changed by the employee. NOTE: If the employee elects dental coverage, then the employee must also participate in a vision plan option and vice versa.

14.03.00 Participation Levels

CORE PLAN

In addition to the amounts set forth below, the City will pay a PERS Health Contribution of \$160/month of the premium for the medical coverage selected through an available PERS plan.

The City will pay to the Employee's Flexible Benefit Account the following amounts:

January 1, 2021

Employee only: \$ 449.93
Employee plus (child): \$ 1078.92
Employee plus (spouse): \$ 1063.15
Family: \$ 1377.66

Total City Contribution equal:

Employee only: \$ 609.93
Employee plus (child): \$ 1238.92
Employee plus (spouse): \$ 1223.15
Family: \$ 1537.66

Effective January 1, 2022, and each January 1st thereafter, the City contributions to the Employee Flexible Benefit Account set forth above will be increased by an amount equal to 50% of the increase in the PERS SELECT medical plan. In addition, the City contributions set forth above will be increased by an amount equal to 50% of the increase in the City's dental and vision plans at the point of any increase during the term of this Agreement.

IN-LIEU PAYMENT

Employees otherwise eligible to participate in the Core Plan described above who maintain alternate medical insurance coverage (e.g., covered through a spouse's plan) and who elect not to participate in the Core Plan, may be eligible for a monthly in-lieu payment. Employees requesting the in-lieu payment will be asked to sign a waiver and will be required to provide proof of alternate medical insurance coverage (see Section 14.04). Upon approval, the City will provide an in-lieu option of one hundred (\$100) dollars per month for qualified employees.

14.04.00 Administration

No in-lieu payments will be paid to employees until and unless proof of current, valid health or medical insurance is on file in the Personnel Office. The City may require periodic confirmation of continued alternate medical coverage.

14.05.00 Retired Employee Options

City agrees to pay one hundred twenty dollars (\$160) per month of a qualified retiree's medical premium in accordance with PERS regulations.

Employees who retire under the provisions of the City's retirement contract with the Public Employees' Retirement System (PERS) may continue to insure themselves and their insured dependents for the health benefit portion of the health plan through a direct pension reduction to cover the portion of the retired employees premium not paid by the City's one hundred sixty (\$160) retiree contribution.

14.06.00 Term Life Insurance

Effective July 1, 2021, the City agrees to provide each member of this bargaining unit term life insurance up to the amount of \$50,000 at no cost to the employee. Term life insurance shall be provided by a

vendor/life insurance company selected by the City and authorized to do business within the State of California.

15.00.00 WAGES

15.01.00 PERS Payment

"Classic" Safety Members, as defined by PEPRA, shall pay the full 9% PERS member contribution. Safety employees defined by PEPRA as "new members" shall pay 50% of the total normal costs as required by PERS. All member contributions are on a pre-tax basis through a mandatory payroll deduction.

15.02.00 Unit Wages

Effective the first full pay period after July 1, 2021 unit members shall receive a 3% increase in their wages. Effective the first full pay period after July 1, 2022 employees shall receive a 3% salary increase. Effective the first full pay period after July 1, 2023 employees shall also receive a 3% salary increase.

15.03.00 Paydays

The City is on a biweekly pay period schedule. Paydays shall be regularly scheduled on the Friday following the close of the biweekly pay period. If the payday falls on a holiday, the payday will be the preceding business day.

15.04.00 Working Above Classification Pay

A Fire Department employee, when assigned by a Chief Officer or Officer in charge to fulfill all of the duties of a higher job classification, shall be paid a 5% out of classification increase, provided the assignment lasts a minimum of 12 consecutive hrs. Shift trades and other actions which do not involve approved assignment by department management do not qualify hereunder. A Fire Engineer temporarily assigned as an "Engine Boss" to a strike team/mutual aid incident shall qualify for Working Above Classification pay pursuant to this Article, during the period of such assignment.

15.05.00 Salary Steps

The City has a five step salary schedule for all represented fire unit employees. An illustration of the 5 step increase schedule is attached hereto as Appendix "C" and incorporated by reference.

15.06.00 Longevity Step

Upon completion of 10 years of continuous service to the City, the employee is eligible for an additional 5% increase in salary. Effective the first full pay period after July 1, 2021: Upon completion of 20 years of continuous service to the City, the employee is eligible for an additional 5% increase in salary.

16.00.00 ATTENDANCE

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to the Human Resources Department, in the form and on the dates that are specified. Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return may be cause for immediate discharge.

17.00.00 TRANSFER, PROMOTION, DEMOTION, & REINSTATEMENT

17.01.00 Transfer

No person shall be transferred to a position for which he/she does not possess the minimum qualifications. Upon notice to the City Manager, an employee may be transferred by the appointing power at any time to another position in a comparable class.

For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.

If the transfer involves a change from one department to another, both Department Heads must consent thereto unless the City Manager orders the transfer for purpose of economy or efficiency. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the Compensation/Classification Plan and City Personnel rules and policies.

17.02.00 Promotion

Insofar as consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive services, after a promotional examination has been given and a promotional list established.

If, in the opinion of the City Manager, a vacancy in the position could be filled better by an open-competitive examination instead of a promotional examination, then an open-competitive examination shall be arranged and open-competitive employment list shall be prepared and certified.

17.03.00 Demotion

The City Manager may demote an employee whose ability to perform his/her required duties falls below standard, or for disciplinary purposes. Upon request of the employee, and with the consent of the City Manager, demotion may be made to a vacant position. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications. Written notice of demotion shall be given the employee at least five (5) calendar days prior to the effective date of the demotion by the City Manager. Upon the approval of the City Manager an employee who has been demoted may retain his/her rate of pay until it is equaled by the pay of the new position.

17.04.00 Reinstatement

Upon the approval of the City Manager, a permanent or probationary employee who has resigned with a good record may be reinstated within two years of the effective date of resignation, to a vacant position in the same or comparable class. The City is under no obligation to reinstate any prior employee who previously resigned City employment. Upon reinstatement, the employee, for all purposes, shall be considered as though he/she had received an original appointment.

18.00.00 SEPARATION FROM SERVICE

18.01.00 Resignation

An employee wishing to leave the competitive service in good standing shall file with the Department Head and City Manager a written resignation stating the effective date and the reasons for leaving at least two (2) weeks before leaving the service, unless such time limit is waived by the aforementioned officials.

A statement as to the resigned employee's service performance and other pertinent information shall be forwarded by the Department Head to the City Manager. Failure to give notice as required by this Rule may be cause for denying future employment by the City.

18.02.00 Lay-Off

Whenever in the judgment of the City Council, after consultation with the City Manager, it becomes necessary in the interest of economy or because of a material change in the duties or organization or employment involved no longer exists, the City Manager may abolish such employment or position in the competitive service.

The affected employee shall be notified a minimum of ten (10) days before the effective date. Upon abolition of a position the City Manager may layoff, demote, or transfer an employee holding such position or employment without filing written charges and without the right of appeal. The Union retains the right to meet and confer over the impact of layoff(s) on those employees remaining following the layoff, if so requested by the Union.

The order of layoff of employees shall be established by the City Manager upon the recommendation of the Department Head.

The order of layoff by classification shall consider:

Last person hired shall be the first laid off. In the event that more than one employee has the same hiring date, layoff shall be by placement of the original (hiring list) entry position with the Fire Service.

19.00.00 RETIREMENT PLAN

19.01.00 Current Plan

Assembly Bill (AB) 340 (PEPRA) became law on September 1, 2012 and the provisions were effective January 1, 2013. The retirement formula for Safety Employees defined as "Classic" membership by PEPRA shall be 2% at age 50 with a one (1) year final compensation period and sick leave credit at retirement. The retirement formula for Safety Employees defined as "new members" by PEPRA shall be 2.7% at age 57 with a three (3) year final compensation period.

The PEPRA defines a "new member" as:

- a. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- b. A new hire who is brought into the CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
- c. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

"PEPRA" is the Public Employees Pension Reform Act of 2013.

20.00.00 DISCIPLINARY ACTIONS

20.01.00 Level of Conduct

City employees are expected to maintain a high level of personal and professional conduct. Failure to perform one's duties satisfactorily, to respect the rights of the public and fellow employees, or to conform to the City's rules and regulations may result in disciplinary action up to and including termination.

20.02.00 Types of Discipline

Recognizing the purpose of disciplinary action is to correct errant behavior where feasible; the following shall be considered the various types and levels of discipline which may be taken against an employee for cause:

20.02.01 Non-Severe Disciplinary Actions:

- Oral Warning
- Written Warning

20.02.02 Severe Disciplinary Actions:

- Suspension Without Pay (up to 30 days Maximum)
- Demotion
- Salary Step Rate Reduction
- Discharge

20.02.03 Appropriate Disciplinary Actions

Nothing within this MOU shall require the City to progress through each of the levels of discipline shown above; it is recognized that certain violations warrant more severe disciplinary action even on first offense.

20.03.00 Pre-Disciplinary Notice

When the City Fire Chief or designee determines that an employee has committed a violation for which severe disciplinary action is appropriate, the following procedure shall be followed:

The employee shall be given a written notice of the proposed disciplinary action stating the reasons, upon which the action is based,

The employee will be given a copy of, or access to, any materials upon which the charges are based,

The employee will be given reasonable time to review the charges, materials and prepare his/her response, and

The employee will be given a date and time to make his/her oral response to the Fire Chief or his/her designee and/or provide a written response to the charges.

After considering the employee's response or lack thereof to the charges, the Fire Chief shall amend, withdraw, or institute the proposed disciplinary action.

20.04.00 Appeals

Any disciplinary action, which involves a loss of pay because of suspension, demotion, or discharge of an employee who has successfully completed their probationary period, may be appealed. Less severe disciplinary actions as set forth in section 20.02.01 shall not be appealable.

21.00.00 RULES OF APPEAL TO HEARING OFFICER

21.01.00 Right of Appeal

Any employee covered by this MOU who has successfully completed their initial probationary period shall have the right to appeal any appealable disciplinary actions as set forth in Section 20.02.02 Severe Disciplinary Actions and Section 20.04.00 Appeals, to a Hearing Officer.

21.02.00 Method of Appeal

Appeals shall be in writing, subscribed by the appellant and filed with the City Manager, within ten (10) city business days of the imposition of the appealable disciplinary action. The written request must state the reasons for appealing the disciplinary action taken. The appeal shall be a written statement addressed to the City Manager, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant, with the reasons thereof. The formality of a legal pleading is not required.

21.03.00 Notice and Time, Place, and Date of Hearing

The City Manager within five (5) city business days shall appoint an individual not currently connected with the City or employee groups to hear the appeal. The Hearing Officer shall coordinate with the City Manager to set a time, date and place for a hearing which shall be not less than five (5) days following appointment nor more than twenty (20) City business days following the filing of the appeal. The City Manager shall notice all interested parties of the time, date and place of the hearing. The time lines herein may be adjusted with the mutual consent of the employee and the City Manager.

21.04.00 Hearings

The appellant shall appear personally, unless physically unable to do so, before the Hearing Officer on the time, date and place of the hearing. Any person or attorney may represent the appellant as they may select and may at the hearing produce on their behalf relevant oral or documentary evidence. The appellant shall state their case first and, at the conclusion, opposition matters may then be presented. Rebuttal matter, which is not repetitive, may be allowed at the discretion of the Hearing Officer. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Hearing Officer, with due regard to the rights and privileges of the parties appearing. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests an open hearing.

21.05.00 Findings and Recommendations

The Hearing Officer within ten (10) city business days after conclusion of the hearing shall submit findings and recommendations to the City Manager. The findings and recommendations of the Hearing Officer are advisory only and may be accepted, rejected or modified by the City Manager.

21.06.00 Action by the City Manager

The City Manager shall within ten (10) city business days following receipt of the report from the Hearing Officer shall transmit a copy of the findings and recommendations to the appellant.

22.00.00 GRIEVANCE PROCEDURES

Grievance Procedures provides a process for reviewing a variety of decisions affecting an employee's employment, which could include alleged violations of the M.O.U.

22.01.00 Purpose of Rule:

- a) To promote improved employer-employee relations by establishing grievance procedures on matters for which an appeal or hearing is not provided by other regulations.
- b) To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussion.
- c) To provide that grievances shall be settled as near as possible to the point of origin.
- d) To provide that resolution of grievances is conducted as informally as possible.

22.02.00 Matters Subject to Grievance Procedure

Any employee in the recognized Union shall have the right to appeal, under this Rule, a decision affecting his/her employment over which City management has partial or complete jurisdiction and for which appeal is not provided by other laws, regulations or is prohibited.

22.03.00 Informal Grievance Procedure

An employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate supervisor, if any, in the City. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal appeal in writing within ten (10) calendar days after receiving the informal decision of his/her immediate superior.

22.04.00 Formal Grievance Procedure:

- a) **First Level of Review** The appeal shall be presented in writing to the employee's immediate supervisor, who shall render a decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) calendar days, the employee may present the appeal in writing to his/her Department Head. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.

- b) **Department Review** The Department Head receiving the appeal should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department head shall render a decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal.

If the employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the appeal in writing to the Human Resources Manager. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.

- c) **City Manager Review** The City Manager receiving the appeal of the employee should discuss the grievance with the employee, his/her representative, if any, and with the Department Head. The City Manager may designate a fact finding committee, employee not in the normal line of supervision, or other means to advise him/her concerning the appeal. The City Manager shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.

22.05.00 Conduct of Grievance Procedures:

- a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- b) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
- c) The employee and his/her representative may be privileged to use a reasonable amount of work time in conferring about and presenting the appeal.
- d) Employees shall be assured freedom from reprisal for using the grievance procedure.

22.06.00 Grievance Procedure Modification

This Grievance Procedure may be modified or revised by the City or the Union at any time during the course of this agreement subject to the meet and confer process.

23.00.00 TRAINING OF EMPLOYEES

23.01.00 Training Encouraged

City employees are encouraged to enhance their knowledge and skills through participating in appropriate education and training opportunities.

23.02.00 Credit for Training

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with the Human Resources Department and the Fire Department Training Bureau.

23.03.00 Schools

Upon successful completion of a job-related course, the cost of tuition and books, in an amount not to exceed \$150.00 per course will be paid by the City. The decision as to whether or not a course is

job-related will be made by the Department Head prior to enrollment in the course. The Department Head approval should be in writing.

24.00.00 REPORTS AND RECORDS

24.01.00 Personnel Files

The Human Resources Department shall maintain a service or personnel file for each employee in the service of the City showing the name, title of position held, the department to which assigned, salary, changes in employment status and such other information as may be considered pertinent.

24.02.00 Time Sheet Administration

In the event the City modifies an employee's time sheet after it has been submitted the employee shall be provided a copy of the revised time sheet in the employees box at work.

24.03.00 Change of Status Report

Every appointment, transfer, promotion, demotion, change of salary rate and any other temporary or permanent change in status of employees shall be reported to the Human Resources Department in such manner as they may prescribe.

24.04.00 Physical Examination

All new employees of the City will be required to have a physical examination by a licensed physician. The City will provide forms upon which the physician may report the results of the examination. Annual physicals for safety personnel may be required. The cost of the physical examination will be borne by the City.

24.05.00 Identification

All new employees of the City will be fingerprinted. Such fingerprints will be forwarded to CII and the FBI for routine clearance. Such reports received by the Police Department shall be retained in the Police files.

24.06.00 Anniversary Date

The date of hire is the anniversary date.

25.00.00 UNIFORM ALLOWANCE

25.01.00 Amount

Employees under this agreement who are required to wear uniforms shall receive an annual uniform allowance of eight hundred dollars (\$800.00) per year.

Employees are required to purchase and maintain boots as part of their required uniform. Except for new employees covered by section 25.03.00, uniform allowance checks shall be paid at the start of the fiscal year between July 1 and July 15th.

25.02.00 Conditions of Allowance

In the event of an employee's resignation or discharge from the City within one (1) year of the receipt of the uniform allowance, employee shall pay City the sum of 1/12th of the annual amount for each month that remains between the date of his/her resignation or discharge and the completion of the 12 month period computed from the date of the receipt of the uniform allowance.

25.03.00 Payment for New Employee

A new employee will receive one-half (½) of their approved uniform allowance at the time of employment and one-half (½) at the satisfactory completion of their first six (6) months probationary service. This payment constitutes full payment of uniform allowance during the first year of employment.

26.00.00 PROBATIONARY PERIOD

26.01.00 Length of Probationary Period

All fire appointments shall be tentative and subject to a probationary period of twelve (12) months of actual service. Promotional appointments shall also have a probationary period of twelve (12) months.

26.02.00 Conditions of Probationary Status

The City Manager upon the recommendation of the Department Head, may extend the probationary period for a period of up to an additional six (6) months.

26.03.00 Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his position.

26.04.00 Rejection of Probationer

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal. Notification of rejection, in writing, shall be served on the probationer and a copy filed with the Human Resources Department.

26.05.00 Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of the probationary period by reason of failure of the appointing power to file a statement that his/her services have been satisfactory, shall be reinstated to the position from which he/she was promoted unless charges are filed, and he/she is discharged.

If an employee is not notified prior to the end of the probationary period that they are being rejected, they shall be granted permanent status.

27.00.00 MILEAGE

Employees required to use their own private vehicles in the conduct of City business shall be reimbursed by the employer at the current IRS rate.

28.00.00 SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

29.00.00 SHIFT EXCHANGE (Shift Trade)

The City and the Union agree that employees may exchange duty shifts when the exchange does not interfere with the operation of the Fire Department and is approved by the Shift Captain.

The Union agrees that the City is not responsible in the event an employee fails to repay a shift exchange and agrees that an employee who is not repaid for a shift exchange waives his or her rights to claim such time as overtime and that the City has no liability to pay for such time. These shift exchanges are exclusively between the employees. Career Firefighters may be considered for shift trades with Captains and/or Engineers if there are at least two (2) operators on duty.

30.00.00 TERM OF AGREEMENT

30.01.00 Length

Except as otherwise provided herein, this Memorandum shall be effective July 1, 2021. The Council finds and declares that the Memorandum of Understanding is in compliance with its instructions, and shall remain in effect until midnight, the 30th day of June of 2024 or until a successor agreement is reached.

31.00.00 CONVERSION OF SALARY BENEFITS

31.01.00 40 hr./56 hr.

At such time as an employee is moved from a forty (40) hour work-week to a fifty-six (56) hour work-week schedule, all earned leave balances, leave accrual rates, and holiday hours will be adjusted to commensurate hours in the new work schedule. Such leave balances shall be multiplied by a factor of 1.4. Also, annual salary and hourly rate shall be adjusted to appropriate figures as indicated in the City's current Salary Schedule.

31.02.00 56 hr./40 hr.

At such time as an employee is moved from a fifty-six (56) to a 40-hour workweek schedule all earned leave balances, leave accrual rates, and holiday hours will be adjusted to commensurate hours in the new work schedule. Such leave balances shall be multiplied by a factor of 0.715. Also, annual salary and hourly rate shall be adjusted to appropriate figures.

This Agreement was approved by the Red Bluff City Council on May 4, 2021.

Red Bluff Firefighter's Union

City of Red Bluff

Steve Allen
Labor Relations Manager, UPEC 792

Richard Crabtree, City Manager/City Attorney

APPENDIX “A”
City of Red Bluff
Health Plan Participation Levels

Core Plan (must enroll in either option listed below)

- a. PERS Medical Plan
- b. PERS Medical Plan, City Dental Plan, and City Vision Plan.

In-Lieu Payment Option

- a. Taxable cash back of \$100/month.

APPENDIX "B"



CITY OF RED BLUFF

555 Washington Street Red Bluff, California 96080 Phone (530) 527-2605 Fax (530) 529-6878 www.ci.red-bluff.ca.us

CITY OF RED BLUFF

CATASTROPHIC LEAVE POLICY

Catastrophic Leave is intended to provide an eligible employee authorized paid time-off through voluntary donation of accrued composite or vacation leave from City employees who have accrued composite or vacation leave. Donated composite/vacation leave must be specifically designated for the employee who has been approved for Catastrophic Leave Benefits.

Catastrophic Leave shall not exceed a maximum of six months and must be used within one (1) year of the date the application for Catastrophic Leave is approved. Only one request for Catastrophic Leave will be approved in a twelve (12) month period. The recipient will not accrue vacation leave, sick leave, holiday, and seniority upon receiving Catastrophic Leave. The recipient will receive their normal rate of pay, be taxed normal payroll deductions, and the recipient must prepay the employee portion of the cost of the health premium each month if they wish to have this benefit. Transfers of accrued vacation or composite leave are effective on approval of same and are not reversible.

The effective date of this policy is 3/12/2013. The employee requesting Catastrophic Leave must meet all of the following conditions:

1. The recipient of the Catastrophic Leave benefits must have a medically verifiable long-term illness or injury, or have an immediate family member who has a medically verifiable long-term illness or injury for which the employee is the primary caregiver as certified by the attending physician. Immediate family as used herein includes only employee's spouse, children or stepchildren, grandchildren, brothers or stepbrothers, sisters or stepsisters, aunts, uncles, parents or stepparents or grandparents of either spouse or other related persons who are living in the employee's household. The statement from the physician should protect the privacy of the employee's medical information by not identifying the prognosis and/or diagnosis.
2. The recipient must have exhausted all accrued composite leave, vacation leave, sick leave, comp time (ATO/CTO) and holiday credits and be eligible for approved leave without pay.
3. The recipient cannot be receiving combined payments from the Catastrophic Leave Donation Program and: Workers' Compensation, State Disability Insurance, or any other source of income attributed to earnings that exceed the employee's gross bi-weekly salary.

The following procedure must be followed in order to apply for Catastrophic Leave payments:

1. The recipient must complete the “Catastrophic Leave Recipient Application” and attach a medical statement signed by a physician, along with any other documents which verify the long-term illness, or injury to recipient or immediate family. If the employee requesting Catastrophic Leave benefits will be taking care of an immediate family member as defined above, then the employee shall also provide documentation verifying the employee is the primary caregiver as certified by the attending physician. The application and supporting documents should be submitted to the Employee’s Department Head. The application is available from the Human Resources Manager.
2. The Department Head will review the application based on the established policy. After review by the Department Head, the application will be routed to the City Manager for review and approval. If denied, the application will be returned to the recipient with an explanation.
3. If an application has been rejected under the Catastrophic Leave Policy, the applicant can make any necessary modifications to the application and provide any additional information to support their request for leave under the Catastrophic Leave Policy. The application can then be resubmitted to the appropriate Department Head in compliance with this policy for reconsideration.
4. Upon approval the Human Resources Analyst will advertise to all departments the request for Catastrophic Leave donations and will re-advertise as needed.
5. City employees who wish to voluntarily donate must complete the “Catastrophic Leave Donation Certificate.” All donations must be in whole numbers (1, 2, 3) and the minimum donation is 1 (one) hour. The certificate must be submitted to the City’s Payroll Clerk.
6. Hours donated to the recipient are irrevocable, will not be returned or repaid to the donor and will be deducted from the donor’s accrued composite, vacation or ATO balance. Hours donated may be used to meet the mandatory use hours requirement. The donor will receive verification of the deduction and the amount of time the donor employee has remaining from the Payroll Clerk.
7. Any requests for exceptions to this policy will be reviewed by the Human Resources Analyst and will be routed to the City Manager for review and approval.



CITY OF RED BLUFF

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CITY OF RED BLUFF

CATASTROPHIC LEAVE RECIPIENT APPLICATION

Please accept this application for the Catastrophic Leave provision as listed in the City's Catastrophic Leave Policy dated 3/12/2013. I understand in order to qualify as a recipient, I must meet all of the following criteria:

1. I have, or will have exhausted all of my accrued composite leave, vacation leave and sick leave, comp time (ATO) and holiday credits and am eligible for approved leave without pay beginning _____.
2. I believe that my circumstances qualify as a long-term illness or injury of self or an immediate family member as defined in the Catastrophic Leave Policy.
3. I have attached a medical statement signed by a physician, and or other documents to verify the long-term illness or injury of self or an immediate family for which the employee is the primary caregiver as certified by the attending physician. The attached document also includes the approximate duration of illness or injury. Immediate family as used herein includes only employee's spouse, children or stepchildren, brothers or step-brothers, sisters or step-sisters, aunts, uncles, parents or step-parents or grandparents of either spouse or other related persons who are living in the employees immediate household.
4. I understand this application must be reviewed by my Department Head and approved by the City Manager before I receive benefits under the Catastrophic Leave Policy.
5. I understand upon approval and receipt of the Catastrophic Leave payments, I will not accrue composite leave, vacation leave, sick leave and seniority. I also understand I am eligible to receive only my normal rate of pay, and will be taxed normal payroll deductions for any payments received from the Catastrophic Leave Program. I understand I must prepay the employee cost of the health premium each month, as applicable.
6. I understand I cannot receive combined payments from the Catastrophic Leave Donation Program and Workers' Compensation, State Disability Insurance, or any other source of income attributed to earnings that exceed my gross bi-weekly salary.
7. I understand the Human Resources Analyst will advertise to all departments requesting donations for the catastrophic leave in my name and will re-advertise as needed. I understand I am giving my approval for such advertisement.
8. I understand even though I may be eligible to receive donated composite or vacation leave in the Catastrophic Leave Program, donated time may not be sufficient to meet any or all of my needs.

CITY OF RED BLUFF

**CATASTROPHIC LEAVE RECIPIENT APPLICATION
(Page 2)**

I have received, read and understand the Catastrophic Leave Policy and in the event I am determined to be eligible as a recipient, I agree to the terms of the policy.

Signature

Date

Print Name

Department

Home telephone number

Message telephone number

CITY MANAGER

() approved () denied and reason:

Signature

Date

CITY OF RED BLUFF

CATASTROPHIC LEAVE DONATION CERTIFICATE

I agree to donate accrued composite leave or vacation leave, under the Catastrophic Leave provision as listed in the City's Policy dated 3/12/2013. I understand the following conditions:

I, the donor, understand all hours donated and used are irrevocable, and will not be returned or repaid to me. I also understand all hours used will be deducted from my composite or vacation leave. Hours donated may be used to meet the mandatory use hours requirement. The recipient will be responsible for all taxes through normal payroll deductions.

Print donors name

Social Security Number

Department of donor

Composite hours donated

Vacation leave hours donated

Recipient's Name

Department of recipient

I agree to the conditions as listed on this certificate. Please deduct the hours indicated from my vacation or prior sick leave balance and donate to the recipient.

Signature of donor

Date

Route this certificate to your department's payroll clerk.

Attention: Department Payroll Clerk

Please verify the donated leave of the donor and attach a copy of this certificate to the donor's time sheet. The original is to be returned to the Human Resources Analyst for placement in the donor's personnel file.

APPENDIX "C"

Fire Department Step Increase

Upon Hire	After 6 Months	After 1.5 Years	After 2.5 Years	After 3.5 Years	10 Years	20 Years
A	B	C	D	E	Longevity	Longevity
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Base Pay	5%	5%	5%	5%	5%	5%