MEMORANDUM
OF
UNDERSTANDING

BETWEEN

THE CITY OF RIALTO

AND

RIALTO PROFESSIONAL FIREFIGHTERS CALIF. LOCAL 3688

JULY 1, 2023
Through
JUNE 30, 2025

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIALTO AND THE RIALTO PROFESSIONAL FIREFIGHTERS CALIF. LOCAL 3688

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THE RIALTO PROFESSIONAL FIREFIGHTERS LOCAL 3688 PERSONAL PROTECTIVE EQUIPMENT (Effective July 1, 2019) 71

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIALTO AND THE RIALTO PROFESSIONAL FIREFIGHTERS CALIF. LOCAL 3688

The following provisions constitute the agreements reached by the City of Rialto (City) and the Rialto Professional Firefighters California Local 3688 (Union), sometimes collectively herein "parties," during recent negotiations. The City and Union have agreed to the following modifications in wages and benefits:

PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into with reference to the following facts:

A. The Rialto Professional Firefighters California Local 3688 is the recognized employee organization for the following employees (Unit) employed within the City of Rialto Fire Department (Department): (i) safety personnel in the following classifications: Firefighter, Firefighter/Paramedic, Fire Engineer, and Fire Captain; and (ii) non-safety personnel in the Paramedic classification and the Emergency Medical Technician (EMT) classification if made a full-time position during the term of this agreement.

B. In the interest of maintaining harmonious relations between the City and its employees, authorized representatives of the City and Union have met and conferred in good faith, exchanging various proposals concerning wages, hours and other terms and conditions of employment of affected employees; and

C. The authorized representatives of the City and Union have reached agreement as to certain changes in wages, hours and other terms and conditions of employment of the affected employees which shall be submitted to the City Council of the City for adoption and implementation of its terms and conditions by appropriate ordinance, resolution or other lawful action.

Therefore, the City and Union agree that, the wages, hours and other terms and conditions of employment for the affected employees shall be as follows:

ARTICLE 1. TERM OF AGREEMENT

The term of this agreement shall be from July 1, 2023, through June 30, 2025.

PART I: APPLICABLE TO SAFETY EMPLOYEES ONLY

ARTICLE 2. WAGES

Cost of Living Adjustment/ Wage Increases:

1. Effective July 1, 2023, the City will increase represented employees' base salary by 6%.

2. The City shall increase represented employees' base salary by 5% effective the first pay period on or after July 1, 2024.

3. Those unit employees on City payroll at the time of ratification of this MOU will receive a one-time non-PERSable bonus of $1,610.00 to be distributed through City payroll.

4. Adjustment changes will be reflected in the Classification and Compensation Table. All employees are non-exempt, hourly employees, not salaried employees, under the Fair Labor Standards Act (FLSA). Any reference to "salary" in this Agreement is not indicative of an employee's non-exempt status under the FLSA.

ARTICLE 3. SALARY RATES AND STEP ADVANCEMENT

A. Each employee shall be assigned to an appropriate classification and salary step in the Wage and Salary Plan. Thereafter, advancement in said Plan shall be governed by the terms and provisions of this Agreement and applicable City resolutions.

The Wage and Salary Plan establishes the classification of employees and range of salary for each classification on a step basis as therein set forth. Advancement on the salary plan shall progress as follows:

Step 1: Shall be for a period of six (6) months of continuous satisfactory service within the step. At the completion of six (6) months within Step 1, an employee shall progress to Step 2, as provided in this Article.

Step 2: Shall be for a period of six (6) months of continuous satisfactory service within the step. At the completion of six (6) months within Step 2, an employee shall progress to Step 3, as provided in this Article.

Step 3: Shall be for a period of twelve (12) months of continuous satisfactory service within the step. At the completion of twelve (12) months within Step 3, an employee shall progress to Step 4, as provided in this Article.

Step 4: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 4, an employee shall progress to Step 5, as provided in this Article.

Step 5: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 5, an employee shall progress to Step 6, as provided in this Article.

Step 6: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 6, an employee shall progress to Step 7, as provided in this Article.

Step 7: Is the top (final) step in the Wage and Salary Plan.

B. All advancement in the classification plan to a next higher step upon completion of the minimum length of service required for advancement shall be on a step basis. However, the City reserves the right to extend the time an employee must remain within a step due to unsatisfactory performance, or due to extended or substantial periods of absence from service by the employee. Such advancement shall be granted for continuous and satisfactory service by the employee in the performance of duties, as set forth in the employee's class, based upon the employee's entire performance. The City shall attempt to inform the employee prior to the evaluation, if the employee's work is unsatisfactory, and the employee is in danger of not receiving an increase, based upon the evaluation.

C. For newly hired employees, the City reserves the right to determine at what step such newly hired employees shall be placed.

ARTICLE 4. CAFETERIA BENEFIT PLAN

A. Employees in the Unit shall be provided with a Cafeteria Plan which will be administered by the City pursuant to Section 125 of the Internal Revenue Code.

B. The Cafeteria Plan is designed to give employees the flexibility to choose various benefits. The Cafeteria Plan gives employees a set dollar amount in which the employee may access any amount up to the maximum City contribution which is outlined in Paragraph C. Employees have the choice of applying Cafeteria Plan dollars to purchase health, vision, and dental benefits provided through City plans for themselves and any dependents. The employee may also choose the opt out provision of the Cafeteria Plan as outlined in Paragraph D. The City will contribute the minimum contribution required pursuant to Government Code §22892(b) ("minimum contribution") per month per employee for health insurance.

C. Effective the first month following ratification of the MOU, the City's contribution will be one thousand eight hundred dollars ($1,800) per month, inclusive of the minimum contribution.

Employees hired before March 26, 2019: Said employees who do not use all of the amount provided herein for benefits shall receive any remaining unused amount in cash.

Employees hired on or after March 26, 2019: Said employees who do not use all of the amount provided herein shall receive no cash back for the unused amount.

D. Opt out provision. Documentation is required to verify that the employee is receiving group insurance outside of the City through his or her spouse's ('spouse' includes registered domestic partners throughout this MOU so long as required by California law) plan or through his

or her parent's plan as an eligible dependent before the employee may opt out of the Cafeteria Plan. An employee can still purchase dental and/or vision insurance and still receive the opt-out monies.

Employees hired before March 26, 2019: The opt out provision will allow employees to receive a dollar amount that is not utilized to purchase any of the health, vision, or dental benefits through the City, which said dollar amount is one thousand one hundred dollars ($1,100) per month for each employee.

Employees hired on or after March 26, 2019: The opt out provision will allow employees to receive a dollar amount that is not utilized to purchase any health, vision, or dental benefits through the City, which said dollar amount is one hundred dollars ($100) twice a month (twenty-four times a year) for each employee.

ARTICLE 5. RETIREE HEALTH INSURANCE

Retired Employees: Retirees are not eligible for the full Cafeteria Plan amount. Retirees, however, shall retain all current CalPERS health benefits.

The City shall contribute to the retired employees' plan according to the following schedule:

EMPLOYEE ONLY	$279.25/month
EMPLOYEE + 1	$558.49/month
EMPLOYEE + 2 OR MORE	$726.04/month

The City's contribution amounts above for retirees, and the City's contribution amounts provided in Article 4 for employees, include the Public Employees' Medical and Hospital Care Act statutory minimum insurance amount required under Government Code Section 22892(B)(2) for each retiree and employee enrolled in CalPERS.

The City shall not reimburse Medicare premiums for employees or retirees. Retirees and dependents must meet the definition of "annuitants" as defined by CalPERS.

The parties agree to re-open the Agreement during the term to discuss an alternative retiree health plan to reduce or eliminate OPEB liabilities.

ARTICLE 6. PHYSICAL FITNESS/ ORGANIZED WELLNESS PROGRAM

A. Medical/Physical Assessments

1. The City will provide a City-prescribed fitness assessment administered by the Department for all employees once per year. All employees are required to participate in the assessment. In the event that an employee is deemed unfit for duty, the City will provide modified duty until such time that the employee is deemed fit for duty or six (6) months, whichever is less.

2. In addition, for employees who pass the fitness assessment, the employee shall receive an incentive equal to three percent (3%) of their base salaries/hourly rates of pay,. To the extent applicable and permitted by law, this pay shall be reportable to CalPERS as special compensation, as defined under Sections 571 and 571.1 of Title 2 of the California Code of Regulations.

3. In addition to the fitness assessment, the City will pay for each employee to receive a Prostate Specific Antigen (PSA), mammography, stool sample evaluation, multi-cancer early detection blood draw test that meets/has the same requirements as the Galleri Cancer Screening test or equivalent, and an ultrasound test from the company the City contracts with each year. Effective July 1, 2024, the City and the Association agree to meet and discuss the process of the multi-cancer early detection blood test.

4. The parties agree to re-open the Agreement during the term to discuss alternative arduous fitness criteria.

B. Equipment

The City will provide for equipment to be housed at each fire station.

1. On Jul 1, 2019, the City will budget $25,000 to provide each fire station with workout equipment. The Department lead peer fitness trainer will work in concert with the City's Purchasing Manager to obtain this equipment consistent with the City's Rules & Regulations in this area.

2. New equipment and/or replacement or repair of existing equipment will be done as necessary.

C. On-Duty Workout Parameters

1. Workouts will be mandatory for all employees.

2. Employees will be given one (1) hour per shift to complete their workout.

D. Peer Fitness Trainer

1. The Department will be allowed one lead peer fitness trainer. This will be an annual assignment.

   a. Employees will be afforded paid time off to attend peer fitness training consistent with current department time-off policy.

   b. Employees may be provided DSC pending training chief approval.

2. The lead peer fitness trainer will be paid a stipend of $1,200 per year payable on a monthly basis.

E. Dispute Resolution

If a dispute arises as a result of a fitness-for-duty evaluation at any time during the process between the City and an employee, any dispute as to issues, including, but not limited to causation, treatment, apportionment, temporary disability, permanent disability, etc., shall be submitted by the parties to an agreed-upon medical examiner who shall be a qualified medical provider who shall resolve any dispute. The parties agree that no rights under the California Workers' Compensation system are waived as a result of this Agreement. This dispute resolution process replaces the grievance procedure on all issues covered in this paragraph.

ARTICLE 7. MEDICARE INSURANCE

Employees hired by the City on or after April 1, 1986, shall be required to pay the designated employee contribution to participate in the Medicare Program, and the City shall be under no obligation to pay or "pick up" any such contributions. In the event the City and its employees are required to participate in the Federal Medicare Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

ARTICLE 8. SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

ARTICLE 9. LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium for life insurance coverage for the employee and dependents. The City will pay the cost of employee and dependent life insurance coverage at the following levels:

Employee	$150,000
Spouse	$10,000
Children	$5,000

If the employee desires additional insurance coverage above and beyond the $150,000 or other life insurance benefit provided by the City, the employee will pay one hundred percent (100%) of that additional insurance cost.

LONG -TERM DISABILITY

The City will pay the monthly premium for current unit employees for Long-Term Disability Insurance.

ARTICLE 10. SICK LEAVE

A. Sick Leave Accumulation and Use. Sick leave is accumulated at the rate of fourteen (14) hours per month for 56-hour/week personnel and ten (10) hours per month for 40-hour/week personnel. This amounts to one hundred sixty-eight (168) hours per year for 56-hour/week employees and one hundred twenty (120) hours per year for 40-hour/week personnel. Time is charged to the employee on an hour for hour basis. When a 56-hour employee is placed into a temporary 40-hour assignment, their sick leave accrual rates will remain the same.

Employees may use accrued and available sick leave entitlement for employee's own or a family member's diagnosis, care or treatment of an existing health condition or preventive care, or for specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking, as provided under statutory law under AB 1522, as may be amended from time to time. "Family member" means (1) a child, which for purposes of this article means a biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child ; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

B. Pay on Termination. At the time of separation from service, an employee shall receive compensation at his/her current rate of pay (including base salary/hourly rate of pay and special compensation, but excluding overtime and cafeteria payments) for the number of hours credited to him/her as accrued sick leave on his/her last actual day at the following rate with completion of:

Years of City Service	Percentage to Be Paid
5 – 9 years of service	50%
10 – 14 years of service	65%
15 – 19 years of service	75%
20+ years of service	100%

This section shall not apply to employees terminated for cause.

In the event of a service-connected death, after five years of compensated service, the employee's estate shall be paid for one hundred percent (100%) of the accrued days at his/her current rate of pay (including base salary/hourly rate of pay and special compensation, but excluding overtime and cafeteria payments) at the time of death.

In the event of a non-service connected death, after five years of compensated service, the employee's estate shall be paid based on the above years of service of the accrued days at his/her current rate of pay (including base salary/hourly rate of pay and special compensation, but excluding overtime and cafeteria payments) at the time of death.

Cash Out. See Article 17.
All employees with ten (10) or more years of service with the City, and with at least five hundred (500) or more hours of accumulated unused sick leave in the bank may, at his or her option, cash out an additional fifty (50) hours to be placed into the employee's deferred compensation account. Such election shall be made prior to the beginning of the fiscal year. Such cash out shall be deducted from his or her accumulated sick leave.

D. SICK LEAVE IN CONJUNCTION WITH IOD:

Government Code §21163 provides in part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of such leave with compensation, unless the member applies for or consents to their retirement as of an earlier date, or unless with respects to sick leave, the provisions of a local ordinance or resolution or the rules and regulations of the employer provide the contrary.

In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code §4850, or if said employee is eligible for an industrial disability prior to exhaustion of benefits under Labor Code §4850 and still has sick leave remaining on account, then the retirement shall still become effective, and the safety employee shall be provided a one-time cash distribution equivalent to the cash-out provisions in the Sick Leave Article.

ARTICLE 11. INDUSTRIAL LEAVE OF ABSENCE

A. The City adheres to State Labor Code law regarding leave for on-the-job injuries.

B. The alternative dispute program applicable for on-the-job/industrial injuries is attached hereto as Appendix A.

C. IOD medical appointments during work hours for personnel on modified duty – Employees prescribed physical therapy from a work related injury during working hours shall be granted time without the use of their personal time off.

ARTICLE 12. BEREAVEMENT LEAVE

Time off with pay allowed to an employee by reason of death in the immediate family shall not be charged against the regular sick leave accumulation. The definition of immediate family includes spouse, mother, father, step mother, step father, brother, sister, children, step-children, grandparents, grandparents in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, and daughter-in-law of the employee, and registered domestic partners (so long as required by California law).

A maximum of three (3) shifts may be taken for leave to attend funeral services. Such leave shall not exceed a total of three (3) cumulative shifts in any fiscal year for 56-hour/week personnel.

Bereavement leave may be completed within 3 months of the date of death and need not be taken consecutively. Under AB 1949, bereavement leave is a prorated leave and the City will not deny the employee the use of such leave. The City may require an employee to provide documentation of the death of a family member within 30 days of such leave. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services.

ARTICLE 13. PERSONAL LEAVE

Employees may use all accrued leave of their choosing including, but not limited to, available sick leave entitlement to attend to the illness of a child, parent, registered domestic partner or spouse. In one calendar year, employees may use the amount of sick leave which normally accrues to them during six months for such purpose. In addition, if the employee has sufficient accrued leave such that the balance of said accrued sick leave does not fall below One Hundred (100) hours, the employee may utilize any and all sick leave above 100 hours to attend to such illness, or death of an immediate family member, as defined in Article 13.

ARTICLE 14. LEAVE OF ABSENCE

A leave of absence may be granted in accordance with City Policies.

ARTICLE 15. VACATION LEAVE

No employee shall be granted vacation time he/she has not earned. Affected employees may accrue a maximum of 700 hours for 56-hour/week personnel, or 500 hours for non-shift personnel. No hours in excess of 700 will be accrued or paid to the 56-hour/week employees and, no hours in excess of 500 will be accrued or paid to the 40-hour/week employee.

Vacation leave will be earned at the following rates:

Years of City Service	40-hour/week employees hours per pay period	56-hour/week employees hours per pay period
0 – 10 years	4.62	6.47 / 8.5*
11+ years	6.15	8.61 / 10.5*

*effective July 1, 2019

When a 56-hour employee is placed into a temporary 40-hour assignment, their vacation leave accrual rates will remain the same.

ARTICLE 16. VACATION/SICK LEAVE CASH OUT

Vacation: All 40-hour/week employees shall be eligible to cash out (subject to the provisions outlined in Section A below, or deposit into a deferred compensation account, up to sixty (60) hours, and all 56-hour/week employees shall be eligible to cash out, or deposit into a deferred compensation account, up to one hundred six (106) hours of vacation leave time per fiscal year. The employee may opt to cash vacation as long as such cash out shall not deplete the employee's accrued vacation leave below eighty (80) hours for 40-hour/week employees and one hundred thirty-nine (139) hours for 56-hour/week employees. The cash out of vacation leave time will be at the employee's current rate of pay (including base salary/hourly rate of pay and special compensation but excluding overtime and cafeteria payments). Employees who are denied vacation requests due to City staffing needs such that they reach the ceiling will be cashed out up to twenty (20) hours (or forty-eight (48) hours for 56-hour/week personnel) so that they do not lose potential future accrual.

Sick: All employees with five (5) years of continuous service with the City, and with a minimum of

350 hours of accumulated unused sick leave on the books, shall be eligible to cash out, or deposit into a deferred compensation account, up to seventy-nine and one half (79.5) hours pay. The employee may opt to take any increments of sick leave up to seventy-nine and one-half (79.5) hours pay per fiscal year, as long as such cash out shall not deplete the employee's accrued sick leave below three hundred and fifty (350) hours. No more than seventy-nine and one-half (79.5) hours may be cashed out in each fiscal year. The cash out of sick leave time will be at the employee's current rate of pay (including base salary/hourly rate of pay and special compensation, but excluding overtime and cafeteria payments). Cash out of sick leave is subject to the provisions outlined in Section A below.

A. Effective December 1, 2024, for calendar year 2025 (1/1/2025) and every year thereafter: In December of each year, employees may irrevocably elect to cash-out vacation and/or sick leave hours accrued in the following calendar year that are both accrued and unused at the time of cash out.

   In order to cash-out, the employee must submit an irrevocable election form, no later than December 1 of the preceding calendar year specifying the amount of hours of each kind of leave requested to cash out and specifying how much shall occur in each of the 2 annual distributions. The cash-out is only for hours to be accrued in the calendar year following submission of the irrevocable election form. Regardless of the number of leave hours elected, only those hours that were accrued in the calendar year after the irrevocable election that remain unused at the time of the distribution shall be cashed out.

   The 2 annual distributions shall be June 1st and December 1st of each calendar year. Employees who do not submit an irrevocable election form by December 1 of each year will be deemed as foregoing participation in the optional annual leave cash-out program for the following calendar year.

ARTICLE 17. HOLIDAYS

By December 1 of each calendar year, each 56-hour/week employee shall notify the City in writing of his/her preference for the next calendar year for holiday pay or leave, or a combination of pay or leave. A maximum of eight (8) holidays may be elected for leave; a minimum of seven (7) holidays shall be paid in cash. Holidays taken as leave shall be placed in an employee's accrual bank at the beginning of each calendar year. Holidays taken as pay shall be paid as holidays occur; floating holidays shall be credited in January of each calendar year. For those holidays taken as leave in a calendar year, if an employee uses all holidays in leave accrual bank and then terminates, the employee is responsible to pay and agrees to pay through a payroll deduction those leaves that had not yet occurred. (Unused floating holidays are not paid upon termination.) Any holiday time accrued and unused shall automatically be cashed-out in the first full pay period after December 1 of each year. There is no carry over of holiday time into the next calendar year.

New employees shall accrue the maximum holiday leave until the next option period. Holidays are credited at ten (10) hours per holiday for 40-hour/week personnel, and fourteen (14) hours per holiday for 56-hour/week personnel. To the extent applicable and permitted by law, holiday pay and/or cash out may be reportable to CalPERS as special compensation, as defined under Sections 571 and 571.1 of Title 2 of the California Code of Regulations.

The schedule of holidays is:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving
Cesar Chavez Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Labor Day
Juneteenth	Two (2) Floating Holidays

ARTICLE 18. RETIREMENT

A. SAFETY EMPLOYEES HIRED BEFORE JANUARY 1, 2013

The City contracts with the State of California Public Employees' Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 3% @ 50 Retirement Formula (Government Code §21362.2)
2. Unused Sick Leave Credit (Government Code §20965)
3. 4% Annual Cost Of Living Allowance Increase (Government Code §21335)
4. Post Retirement Survivor Allowance (Government Code §21635)
5. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code §21551)
6. 1959 Survivor Benefit Level 4 (Government Code §21574). The employee is responsible for paying their share of this benefit.
7. Additional Service Credit 2 Years (Government Code §20903)
8. Final Compensation 1 Year (Government Code §20042)
9. Military Service Credit as Public Service (Government Code §21024). The employee is responsible for paying this benefit.
10. Post-Retirement Survivor Allowance (Government Code §21624/ 21626)
11. $500/ $2000 Retired Death Benefit (Government Code §21620)
12. Prior Service (Government Code §20055)
13. Employees agrees to pay 9% of PERSable compensation towards City's Employer Contribution. City agrees to pay EPMC which is currently 9% pursuant to Government Code §20691.

All contributions made by employees described in the previous section above shall be in accordance with IRS Code Section 414(h)(2) (or any subsequent amendments to said IRS code section), whereby employee contributions described above shall be tax deferred (not subject to taxation until time of constructive receipt).

B. SAFETY EMPLOYEES HIRED AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees' Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. $500/ $2000 Retired Death Benefits (Government Code §21620)
2. 1959 Survivor Benefit Level 4 (Government Code §21574). Employees agree to pay their share of this benefit.
3. 2.7% @ 57 Formula for Safety (Government Code §7522.25(d))
4. 4% Cost-Of-Living Allowance Increase (Government Code §21335)
5. Additional Service Credit 2 Years (Government Code §20903)
6. Final Compensation 3 Years (Government Code §20037)
7. Military Service Credit As Public Service (Government Code §21024)
8. Post Retirement Survivor Allowance (Government Code §21624/21626)
9. Post Retirement Survivor Allowance To Continue After Remarriage of Survivor (Government Code §21551)
10. Unused Sick Leave Credit (Government Code §20965)
11. Pre-Retirement Death benefits to Continue After Remarriage of Survivor
12. Employees agree to pay 50% of the normal cost of their benefit.

All contributions made by employees described in the previous section above shall be in accordance with IRS Code Section 414(h)(2) (or any subsequent amendments to said IRS code section), whereby employee contributions described above shall be tax deferred (not subject to taxation until time of constructive receipt).

ARTICLE 19. DEFERRED COMPENSATION

The City shall continue to sponsor a deferred compensation plan which shall be available to employees on a voluntary basis.

Employers will have access to the 401A, Money Purchase Pension Plan and Trust, subject to City Council modification of the plan as authorized by federal and state laws.

Employees employed for ten (10) years or more are eligible for this benefit. All eligible employees will receive a flat monthly amount of Five Hundred Dollars ($500.00) (or $230.77 per pay period) contributed on their behalf by the City.

Employees employed for five (5) years or more are eligible for this benefit. All eligible employees will receive a flat monthly amount of one hundred dollars ($100.00) (or $46.15 per pay period) contributed on their behalf by the City.

Service as a non-safety employee is credited towards qualifying for this benefit.

ARTICLE 20. PROMOTIONAL PAY

Employees promoted to a higher classification shall be placed into the new pay range at step 6 or at a step no less than five percent (5%) increase above their current salary, whichever is greater.

ARTICLE 21. UNIFORM ALLOWANCE

A uniform allowance of one thousand six hundred dollars ($1,600) per year shall be paid semi- annually in arrears with no receipts. If an employee desires to accumulate his/her payments for the purchase of more expensive uniform items, he/she may direct a memorandum requesting such accumulation to the Director of Human Resources and Risk Management. To the extent applicable and permitted by law, this pay shall be reportable to CalPERS as special compensation, as defined under Section 571 of the California Code of Regulations, for classic CalPERS members only.

ARTICLE 22. PARAMEDIC RE-ACCREDITATION

The City agrees to reimburse for expenses directly related to paramedic reaccreditation up to a total of one thousand five hundred dollars ($1,500). The amounts will be payable upon the employee providing proof of successful completion of the process, as well as providing documentation which substantiates the expenses. In addition, the City will pay for training time required for recertification when the training is otherwise not available during duty time so long as it is previously approved by a Battalion Chief.

ARTICLE 23. PARAMEDIC PAY

Fire Captains and Fire Engineers who have a current paramedic license shall receive a monthly paramedic retention pay equal to five percent (5%) of their base salary/hourly rate of pay. In situations where a regular Firefighter/Paramedic is not available, any employee receiving Paramedic pay may be required to perform Paramedic functions until a full-time Firefighter/Paramedic replacement can be arranged. To the extent applicable and permitted by law, this pay shall be reportable to CalPERS as special compensation, as defined under Sections 571 and 571.1 of Title 2 of the California Code of Regulations.

ARTICLE 24. SHIFT FIRE INVESTIGATOR PAY

Employees who are assigned as Shift Fire Investigators shall receive a monthly incentive pay equal to five percent (5%) of their base salary/hourly rate of pay. Until June 30, 2019, the number of employees assigned as Shift Fire Investigators shall not be lower than 3 and not exceed six (6). Effective July 1, 2019, the number of employees assigned as Shift Fire Investigators shall be nine (9). To the extent applicable and permitted by law, this pay shall be reportable to CalPERS as special compensation, as defined under Sections 571 and 571.1 of Title 2 of the California Code of Regulations.

ARTICLE 25. HAZARDOUS MATERIAL PAY

Any employee certified by the State of California as a Hazardous Materials Specialist and assigned

to the Rialto Fire Department Haz Mat Team shall receive a monthly incentive pay equal to five percent (5%) of the employee's base salary/hourly rate of pay. Until June 30, 2019, the number of employees assigned to the Haz Mat Team shall not be lower than six (6) and not exceed twelve (12). Effective July 1, 2019, the number of employees assigned to the Haz Mat Team shall be twelve (12). To the extent applicable and permitted by law, this pay shall be reportable to CalPERS as special compensation, as defined under Sections 571 and 571.1 of Title 2 of the California Code of Regulations.

ARTICLE 26. ACTING PAY

After a Fire Captain employee works in an acting Battalion Chief position for three (3) consecutive shifts, he/she will be compensated at the rate of pay of at least five percent (5%) above their current base salary/hourly rate of pay retroactive to the first shift.

ARTICLE 27. CERTIFICATION PAY

Any employee who complies with the Department requirements for certification and who holds the following certification shall receive a monthly incentive pay as follows:

(i) Firefighter II certification - three and one-half percent (3.5%) of the employee's base salary/hourly rate of pay;

(ii) Company Officer certification, as long as said certification is not a requirement of the employee's current assignment (captains are ineligible for this benefit) –two and one-half (2.5%) of the employee's base salary/hourly rate of pay; and

(iii) Apparatus Operator certification (Driver 1A and 1B), as long as said certification is not a requirement of the employee's current assignment (engineers are ineligible for this benefit) – two and one-half (2.5%) of the employee's base salary/hourly rate of pay.

ARTICLE 28. EDUCATIONAL INCENTIVE BENEFIT

The Educational Incentive benefit is based on the following:

Employees with AA degrees or 60 units shall receive an additional two and one-half percent (2.5%) of the employee's base salary/hourly rate of pay.

To the extent applicable and permitted by law, this pay shall be reportable to CalPERS as special compensation, as defined under Sections 571 and 571.1 of Title 2 of the California Code of Regulations.

ARTICLE 29. SCBA CERTIFICATION AND RESCUE SPECIALISTS

Any employee who complies with the Department requirements for certification, holds a Self-Contained Breathing Apparatus (SCBA) certification, and is assigned as a SCBA Service Technician shall receive a monthly incentive pay equal to three percent (3%) of the employee's base salary/hourly rate of pay.

A. Until June 30, 2019, the following is applicable:

The number of employees assigned as SCBA Service Technicians shall not be lower than two (2) and not exceed three (3). If number of certified employees fall below the minimum than the City shall schedule training for replacements as soon as practically possible.

Any employee assigned as a Rescue Specialist who holds the following certification issued by the State Fire Marshal, and complies with the following requirements shall receive a monthly incentive pay equal to three percent (3%) of the employee's base salary/hourly rate of pay: (i) Rescue Systems I; (ii) Rescue Systems II; (iii) Trench Rescue; (iv) Confined Space Rescue; and (V) completion of 24 hours of maintenance training annually, in accordance with Department policy (training may be completed during regularly scheduled duty hours). The number of employees assigned to be Rescue Specialist shall not be lower than six (6) and not exceed twelve (12). If number of certified employees fall below the minimum than the City shall schedule training for replacements as soon as practically possible.

B. Effective July 1, 2019, the following is applicable:

The number of employees assigned as SCBA Service Technicians shall be three (3). In the event the number of technicians falls below 3, any employee applying for the position bears the burden to obtain all qualifying credentials prior to submitting a request to be assigned as a technician.

ARTICLE 30. OVERTIME

A. Regular Overtime

Employees eligible for overtime payments have the right to choose between compensatory time (subject to the limit in Section C below) or cash payment for the time worked beyond the normal workday (10 hours per day for 40-hours/week personnel; 24 hours per shift for 56-hours/week personnel). Overtime is adjusted to the nearest quarter-hour for purposes of payment or posting to an employee's time record.

The FLSA 7(k) cycle will be a 12-day cycle. Anything over 91 worked hours in a cycle will be considered overtime. Worked hours will include all paid time off, including: sick, vacation, holiday, and compensatory time off.

B. Callback

Employees receive a minimum of three (3) hours overtime (at time and one-half) anytime they are called back to duty. If an employee is called back to fill a position that has been vacated during the current shift, the employee's time will be calculated from the time the call to work was received and accepted. If the call back is for a planned need and no immediate vacancy exists, the replacement employee's time will be calculated from the time he/she arrives at the assigned station.

C. Compensatory Time Maximum Accruals

An employee may accrue a maximum of one hundred forty-four (144) hours as compensatory time. All hours in excess of 144 hours shall be paid in cash at the overtime rate.

ARTICLE 31. TRADING TIME

Subject to the authorization of the Fire Chief, Division Chief, or Fire Captains, employees in the Unit shall be allowed to trade time with other employees of equal position on the following basis:

1. Trading time shall be with persons of equal rank (or equivalent per department certifications) and be agreeable with both parties and shall be requested in a memo signed by both employees.

2. Since this is done for the convenience of the employee, in no case shall a trade arrangement or repayment of trading time be considered in computation of overtime or certification to a higher rank.

3. Such trading time shall be in accordance with the FLSA requirements in order that traded time is not counted into any computation of overtime.

ARTICLE 32. FORTY-HOUR WORK WEEK ASSIGNMENT

Employees who are assigned to a 40-hour workweek shall be compensated at the customary monthly rate, including the FLSA-mandated overtime.

ARTICLE 33. [RESERVED]

ARTICLE 34. LONGEVITY BENEFIT

Effective July 1, 2019, employees who have completed a minimum of five (5) years of service with the City of Rialto shall receive longevity pay equal to the following (non-cumulative) percentage of his or her current base salary/hourly rate of pay:

Years of City Service	Percentage of Base Salary
5 – 9 years	3%
10+ years	6%

To the extent applicable and permitted by law, this pay shall be reportable to CalPERS as special compensation, as defined under Sections 571 and 571.1 of Title 2 of the California Code of Regulations.

ARTICLE 35. GRIEVANCE PROCEDURE AND DISCIPLINARY APPEAL

A. Definitions

A "grievance" is a written allegation by an employee within the Unit alleging that the employee has been adversely affected by a violation of specific written provisions of this MOU or of written rules, regulations or procedures affecting terms and conditions of employment. Grievances shall not be utilized to challenge the agency's exercise of its authorities set forth in Article 223 AGENCY AUTHORITY of this MOU. Additionally, by virtue of entering into this MOU, the parties agree that no matters, whether labeled as grievances, "complaints," or otherwise, may be

appealed to any administrative entity or body except as described herein. Further, the grievance procedure shall not be utilized to challenge or change the policies of the City, whether they be written or otherwise. Additionally, performance evaluation reports and reprimands, whether written or verbal, are not subject to the grievance procedure, except that regular employees (those who have passed their new hire probationary period): (a) whose overall performance evaluation is rated less than satisfactory will be allowed to grieve the performance evaluation and (b) may grieve reprimands so long as required by law.

Unless otherwise stated, a "day" is a day in which the City Hall is open for business.

Representative(s) - A representative is an employee of the Unit, Union representative(s), or legal counsel who shall represent any party in interest at his/her election.

Union - Union means the union elected as the exclusive representative or designee thereof.

Grievant - Any employee.

B. **Informal Meeting**

Any employee(s) alleging a grievance shall meet with his/her immediate supervisor with the objective of resolving the matter informally. The employee(s) may have a representative present with him/her at this informal meeting. Request for such meeting shall occur within ten (10) days after the occurrence of the act or omission giving rise to the grievance or ten (10) days after the grievant knew or reasonably should have known about the act or omission, whichever is later. The immediate supervisor shall provide the employee with a response no later than ten (10) days following the informal meeting. The immediate supervisor will summarize the complaint, the response to the employee, and the employee's response. The summary will be sent to the next employee in the chain of command with a copy to the Fire Chief.

C. **Formal Level I: Department Head Or Designee**

1. If the grievant is not satisfied with the disposition of the grievance at the Informal Level, or if no decision is rendered within the designated time period, the grievant may present a written grievance to the department head or his/her designee within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented to the immediate supervisor, whichever is later.

2. Within ten (10) days after receipt of the written grievance by the department head or his/her designee, a personal conference with the other party shall take place upon the request of either the grievant or the department head. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level I meeting, whichever is later, the department head or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Union.

3. In those cases where a "grievance" regards a disciplinary proceeding which is both subject to the grievance procedure and which constitutes a proposed deprivation of property giving rise to a pre-disciplinary proceeding in accord with Skelly v. State Personnel Board, the subject employee shall commence his/her grievance at this Level I. The proceeding before the department head or designee shall constitute exhaustion of the Informal Level grievance, and provision of any due process- mandated pre-deprivation proceeding.

D. **Formal Level II: Arbitration**

1. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the designated time period, said grievant may forward a written grievance to the Director of Human Resources and Risk Management, proposing that arbitration be undertaken. (Disciplinary appeals will be processed pursuant to Section H of this Article and will not be subject to advisory arbitration or City Administrator review.) In the alternative, the grievant may elect to proceed to formal Level III and submit the dispute to the City Administrator or designee for final determination.

   The City distinguishes "advisory arbitration" from "binding arbitration" in the following manner:

   a. "Advisory arbitration" is a process of dispute resolution in which a neutral third party (arbitrator) renders an advisory opinion after a hearing at which both parties have an opportunity to be heard. An advisory opinion is an opinion which suggests a resolution but does not make that suggestion imperative or conclusive. The issuance of an advisory opinion does not obligate the City to comply with the arbitrator's rulings.

   b. "Binding arbitration" is a process of dispute resolution in which a neutral third party (arbitrator) renders a binding opinion after a hearing at which both parties have an opportunity to be heard. A binding opinion would obligate both the City and the grievant to comply with the arbitrator's rulings.

   In cases not involving "punitive action" against a non-probationary firefighter under the Firefighter Procedural Bill of Rights Act ("Act"), Formal Level II provides for advisory arbitration and does not render a binding opinion.

2. Said written grievance request for convening of arbitration shall be considered timely only if received by the Director of Human Resources and Risk Management no later than ten (10) days after service by the department head/designee of the Level I decision or twenty (20) days after the grievance was presented to the department head or his designee, whichever is later. Said request for arbitration shall clearly state the provisions of the MOU and/or written rules, regulations or procedures affecting terms and conditions of employment, which have been allegedly violated. The arbitration proposal shall also set forth a detailed statement by the grievant containing all facts then known to the grievant which support his/her claim of an MOU/rule or regulation violation. A general or specific denial of wrongdoing or claim of misconduct shall not be sufficient. The arbitration proposal shall be signed by the grievant. Signature by a representative shall be insufficient.
3. Within ten (10) calendar days of receipt by the Director of Human Resources and Risk Management of a timely grievance, the parties shall confer by writing, telephone or in person, as regards selection of a mutually agreeable advisory arbitrator. If said meeting either does not occur or if said meeting does not result in the selection of an advisory arbitrator, then within fifteen (15) calendar days of receipt by the Director of Human Resources and Risk Management of the timely grievance, the Director shall mail to the State Mediation and Conciliation Service,

a request that a list of seven (7) qualified potential advisory arbitrators be sent jointly to the grievant and to the City.

4. Within ten (10) calendar days of mailing by the State Mediation and Conciliation Service of such list, the parties shall by telephone or other mutually acceptable means, select an advisory arbitrator by means of alternate striking of names until one name remains. Said individual shall be the advisory arbitrator. Determination of which party shall make the initial strike shall be by lot.

5. Within five (5) calendar days of said selection process being completed, the Director shall mail written notice to the State Mediation and Conciliation Service of the identity of the individual mutually selected to hear the grievance matter.

6. The hearing shall commence on a date mutually agreeable to the parties and to the arbitrator, but in no case greater than 120 calendar days after selection of the arbitrator, unless otherwise mutually agreed to by the parties.

7. In those arbitration proceedings which are non-disciplinary, the burdens of proof and production of evidence shall be upon the grievant. The ultimate issues in such cases shall be whether or not proof by a preponderance of the evidence supports a finding that a specific written section of the MOU and/or rules and regulations affecting terms and conditions of employment, has been violated, and if so, the nature of the appropriate remedy.

8.

a. All advisory arbitration hearings shall be closed to the public unless the employee requests, in writing, no later than forty-eight (48) hours before the hearing, that the hearing be open.

b. Subpoenas shall be issued by the arbitrator at the request of either party. State civil rules governing the issuance and validity of subpoenas shall also govern the issuance and validity of subpoenas issued herein.

c. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions. Irrelevant and unduly repetitious evidence shall be excluded.

d. The hearing shall proceed in the following manner:

i. The party or Department imposing discipline shall be permitted to make an opening statement.

ii. The appealing party shall then be permitted to make an opening

statement.

iii. The Department imposing disciplinary action shall produce the evidence on its behalf.

iv. The party appealing from such disciplinary action may then offer his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted.

v. The parties may then, in the above order, respectively offer rebutting evidence, unless the arbitrator for good cause, permits them to reopen and offer evidence in their case in chief.

vi. Oral closing arguments shall be permitted. Written briefs may be permitted at the discretion of the arbitrator. The department shall have the right to open the closing arguments followed by the employee. The department shall then have the right to reply.

vii. The order of presentation and burdens of proof shall be reversed in those cases where non-disciplinary grievances are heard.

9. The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbitrator, for good cause, otherwise directs. However, both parties shall be permitted to designate an investigator or assistant to be present at the hearing, even if such person is or may be a witness. The arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than thirty (30) calendar days after submission of closing arguments. The decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision shall set forth findings of fact and conclusions of law. The arbitrator's decision shall be advisory only with the City Administrator retaining jurisdiction to make a final determination as set forth below.

10. Within thirty (30) calendar days of the receipt of the arbitrator's findings and recommendations, the City Administrator shall adopt, amend, modify or reject, in whole or part, the arbitrator's findings and/or conclusions. Prior to making a decision which rejects or modifies in whole or part, the findings and/or recommendations of the arbitrator, the City Administrator shall review the transcripts of the arbitration hearing. The City Administrator shall not conduct a de novo hearing. The decision of the City Administrator shall be administratively final and conclusive and is subject to the provisions of Code of Civil Procedure, Section 1094.6. Copies of the City Administrator's decision shall be served on the grievant and the department and shall be filed, along with the arbitrator's recommendations and finding, in the employee's personnel file, unless the matter involved discipline and the discipline was not upheld by the City Administrator.

11. The City shall bear the cost of a mandatory court reporter. The City shall bear the

cost of transcripts that are required by the City Administrator or the arbitrator. Each party shall bear its own costs where the ordering of transcripts is a voluntary act. Each party shall bear its own witness and attorney fees. Additionally, each party shall equally share all fees and costs billed by the arbitrator.

12. It is specifically agreed and acknowledged by the parties that failure by the grievant to strictly comply with the time limitations for taking action in connection with review of a grievance, shall be considered a jurisdictional defect and shall result in a waiver by the grievant of any and all appeal rights, regardless of how brief or minimal is the failure to comply with the time limitations. The Department shall not be required to show or prove the suffering of any prejudice as a condition precedent to strictly enforcing the time limitations described herein. In any case where the Department or City does not strictly comply with the time limitations described herein, then the grievant's remedy shall be movement of the grievance process to the next higher level. In no case shall failure by the Department/City to comply with the time limitations described herein, result, in and of itself, in a finding adverse to the Department/City.

13. In any case where a party or potential party disputes the arbitrability/jurisdiction of a grievance, said dispute shall not be resolved by the arbitrator, but shall be first resolved through civil proceedings.

E. **Formal Level III: City Administrator Or Designee**

Subsequent to Level I (Where Advisory Arbitration is not Elected)

1. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the designated time period in Level I, the grievant may forward the written grievance to the City Administrator or his/her designee within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented to the department head or designee, whichever is later.

2. Within ten (10) days after receipt of the written grievance by the City Administrator, a personal conference with the grievant shall take place upon the request of the grievant or the City Administrator. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level III meeting, whichever is later, the City Administrator or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Union.

3. The decision of the City Administrator shall be final and binding, and is subject to the provisions of Code of Civil Procedure, Section 1094.6.

4. Copies of the City Administrator's decision shall be filed in the employee's personnel file, unless the matter involved discipline and the discipline was not upheld by the City Administrator.

F. **General Provisions**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort

should be made to expedite the process.

2. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal the next level of review.

3. The times specified, however, may be extended by mutual written consent.

4. The grievant is entitled to representation of his/her choice at any point in the grievance procedure.

5. Any employee of the unit may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is not inconsistent with the terms of this MOU; provided that the City shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

6. Neither party shall take reprisals against any employee of the Union, Union representative, management person, or any other participant in the grievance procedure by reason of such participation.

7. Verbal reprimands shall be removed one year after being placed in the Fire department personnel file.

8. Employees in the rank of Captain who wish to test for Duty Officer must have a satisfactory performance evaluation within the last two years to qualify for testing.

G. Firefighters Procedural Bill Of Rights

Applicability: The City agrees that it shall apply the following sections of the Firefighters Procedural Bill of Rights Act (Government Code Sections 3250 through 3262) to all internal/administrative investigations of employees, regardless of the nature of the allegations:

1. 3251;
2. 3252;
3. 3253 (a)-(j), excluding subsection (e)(1);
4. 3254 (a), (b), (d), (e), (f), and (g);
5. 3254.5;
6. 3255;
7. 3256;
8. 3256.5 (a)-(d);
9. 3257 (a) and (b);
10. 3258; and
11. 3259

With respect to those rights set forth in Section 3254.5, the City agrees that it will conduct its appeals in accordance with the Administrative Procedures Act, except as set forth below regarding Binding Arbitration.

H. Discipline

1. Binding Arbitration: The City will provide for final and binding arbitration for disciplinary appeals regarding "punitive action" (as defined in the Firefighters Procedural Bill of Rights Act), including but not limited to: dismissals, demotions, suspensions without pay, reduction in salary and transfer for purposes of punishment for non-probationary employees. The arbitrator will be selected from a list of seven (7) potential arbitrators supplied by State Mediation and Conciliation Service. The parties shall determine the arbitrator by mutual agreement or, if they are unable to do so, striking names from the list until only one name appears. Disciplinary appeals for other lesser disciplinary actions shall be limited to an informal hearing ("Skelly hearing") before the Fire Chief or his designee.

   In those cases regarding disciplinary matters involving the deprivation of property, the burdens of proof and production of evidence shall be upon the department and shall be by a preponderance of the evidence. In such cases, the ultimate issues shall be as follows:

   a. Does a preponderance of the evidence support a finding that misconduct did occur?

   b. If so, was the disciplinary decision a reasonable exercise of the discretion vested in the appointing authority?

      i. If yes, the discipline shall be sustained.

      ii. If no, the discipline shall be subject to modification.

2. Disciplinary Overtime Limitations: Disciplinary overtime exclusions shall not exceed one (1) pay period per three (3) shifts suspended without pay or two pay periods in any 12-month-period.

3. Statute of Limitations/Record Destruction Process: Written reprimands regarding minor incidents will not be relied upon in determining the level of disciplinary action to be imposed if the reprimand is dated three or more years prior to the current incident.

4. Representation in Disciplinary Investigation: If a Local 3688 employee uses an attorney as a representative, the employee shall still be allowed one other Local employee of the employee's choice present at any interview, unless the representative is also under investigation or likely to be a witness in a subsequent related hearing.

PART II: APPLICABLE TO NON-SAFETY EMPLOYEES ONLY

ARTICLE 101. PARAMEDIC RE-ACCREDITATION

The City agrees to reimburse for expenses directly related to paramedic reaccreditation up to a total of five hundred dollars ($500). The amounts will be payable upon the employee providing proof of successful completion of the process, as well as providing documentation which substantiates the expenses. In addition, the City will pay for training time required for recertification when the training is otherwise not available during duty time so long as it is previously approved by a Battalion Chief.

ARTICLE 102. WAGES

Cost of Living Adjustment/ Wage Increases:

1. Effective July 1, 2023, the City will increase represented employees' base salary by 6%.

2. The City shall increase represented employees' base salary by 5% effective the first pay period on or after July 1, 2024.

3. Those unit employees on City payroll at the time of ratification of this MOU will receive a one-time non-PERSable bonus of $1,610.00 to be distributed through City payroll.

4. Adjustment changes will be reflected in the Classification and Compensation Table. All employees are non-exempt, hourly employees, not salaried employees, under the FLSA. Any reference to "salary" is not indicative of an employee's non-exempt status under the FLSA.

ARTICLE 103. SALARY RATES AND STEP ADVANCEMENT

A. Each employee shall be assigned to an appropriate classification and salary step in the Wage and Salary Plan. Thereafter, advancement in said Plan shall be governed by the terms and provisions of this Agreement and applicable City resolutions.

The Wage and Salary Plan establishes the classification of employees and range of salary for each classification on a step basis as therein set forth. Advancement on the salary plan shall progress as follows:

Step 1: Shall be for a period of six (6) months of continuous satisfactory service within the step. At the completion of six (6) months within Step 1, an employee shall progress to Step 2, as provided in this Article.

Step 2: Shall be for a period of six (6) months of continuous satisfactory service within the step. At the completion of six (6) months within Step 2, an employee shall progress to Step 3, as provided in this Article.

Step 3: Shall be for a period of twelve (12) months of continuous satisfactory service within the step. At the completion of twelve (12) months within Step 3, an employee shall progress to Step 4, as provided in this Article.

Step 4: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 4, an employee shall progress to Step 5, as provided in this Article.

Step 5: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 5, an employee shall progress to Step 6, as provided in this Article.

Step 6: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 6, an employee shall progress to Step 7, as provided in this Article.

Step 7: Is the top (final) step in the Wage and Salary Plan.

B. All advancement in the classification plan to a next higher step upon completion of the minimum length of service required for advancement shall be on a step basis. However, the City reserves the right to extend the time an employee must remain within a step due to unsatisfactory performance, or due to extended or substantial periods of absence from service by the employee. Such advancement shall be granted for continuous and satisfactory service by the employee in the performance of duties, as set forth in the employee's class, based upon the employee's entire performance. The City shall attempt to inform the employee prior to the evaluation, if the employee's work is unsatisfactory, and the employee is in danger of not receiving an increase, based upon the evaluation.

C.. For newly hired employees, the City reserves the right to determine at what step such newly hired employees shall be placed.

ARTICLE 104. CAFETERIA BENEFIT PLAN

A. Employees in the Unit shall be provided with a Cafeteria Plan which will be administered by the City pursuant to Section 125 of the Internal Revenue Code.

B. The Cafeteria Plan is designed to give employees the flexibility to choose various benefits. The Cafeteria Plan gives employees a set dollar amount in which the employee may access any amount up to the maximum City contribution which is outlined in Paragraph C. Employees have the choice of applying Cafeteria Plan dollars to purchase health, vision, and dental benefits provided through City plans for themselves and any dependents. The employee may also choose the opt out provision of the Cafeteria Plan as outlined in Paragraph D. The City will contribute the minimum contribution pursuant to Government Code §22892(b) ("minimum contribution") per month per employee for health insurance.

C. Effective the month following ratification of the MOU, the City's contribution will be one thousand five hundred and fifty dollars ($1,800) per month inclusive of the minimum contribution.

Employees hired before March 26, 2019: Said employees who do not use all of the amount provided herein for benefits shall receive any remaining unused amount in cash.

Employees hired on or after March 26, 2019: Said employees who do not use all of the amount provided herein shall receive no cash back for the unused amount.

D. Opt-out provision. Documentation is required to verify that the employee is receiving group insurance outside of the City through his or her spouse's ('spouse' includes registered domestic partners throughout this MOU so long as required by California law) plan or through his or her parent's plan as an eligible dependent before the employee may opt out of the Cafeteria Plan. An employee can still purchase dental and/or vision and still receive the opt-out monies.

Employees hired before March 26, 2019: The opt out provision will allow employees to receive a dollar amount that is not utilized to purchase any of the health, vision, or dental benefits through the City, which said dollar amount is one thousand one hundred dollars ($1,100) per month for each employee.

Employees hired on or after March 26, 2019: The opt out provision will allow employees to receive a dollar amount that is not utilized to purchase any health, vision, or dental benefits through the City, which said dollar amount is one hundred dollars ($100) twice a month (twenty-four times a year) for each employee.

ARTICLE 105. DENTAL INSURANCE

This benefit is encompassed in Article 104 (Cafeteria Benefit Plan).

ARTICLE 106. RETIREE HEALTH INSURANCE

Retired Employees: Retirees are not eligible for the full Cafeteria Plan amount. Retirees, however, shall retain all current PERS health benefits.

The City shall contribute to the retired employees' plan according to the following schedule:

EMPLOYEE ONLY	$279.25/month
EMPLOYEE + 1	$558.49/month
EMPLOYEE + 2 OR MORE	$726.04/month

The City's contribution amounts above for retirees, and the City's contribution amounts provided in Article 104 for employees, include the Public Employees' Medical and Hospital Care Act

statutory minimum insurance amount required under Government Code Section 22892(B)(2) for each retiree and employee enrolled in CalPERS.

The City shall not reimburse Medicare premiums for employees or retirees. Retirees and dependents must meet the definition of "annuitants" as defined by PERS.

The parties agree to re-open the Agreement during the term to discuss an alternative retiree health plan to reduce or eliminate OPEB liabilities.

ARTICLE 107.
ARTICLE 107. PHYSICAL FITNESS/ ORGANIZED WELLNESS PROGRAM

On-Duty Workout Parameters:

1. Medical/Physical Assessments: The City will provide a City-prescribed fitness assessment administered by the Department for all employees once per year. All employees are required to participate in the assessment. In the event that an employee is deemed unfit for duty, the City will provide modified duty until such time that the employee is deemed fit for duty or six (6) months, whichever is less.

2. Workouts will be mandatory for all employees.

3. Employees will be given one (1) hour per shift to complete their workout.

    a. The time slot will be from 08:00 hours to 09:30 hours.

    b. The only exception to this hour is emergency responses in which case an alternate hour will be made available by the captain 16:00 hours or before.

ARTICLE 108. MEDICARE INSURANCE

Employees shall be required to pay the designated employee contribution to participate in the Medicare Program, and the City shall be under no obligation to pay or "pick up" any such contributions. In the event the City and its employees are required to participate in the Federal Medicare Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

ARTICLE 109. SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

ARTICLE 110. LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium for life insurance coverage for the employee and dependents. The City will pay the cost of employee and dependent life insurance coverage at the following levels:

Employee	$70,000
Spouse	$10,000
Children	$5,000

If the employee desires additional insurance coverage above and beyond the $70,000 or other life insurance benefit provided by the City, the employee will pay one hundred percent (100%) of that additional insurance cost.

ARTICLE 111. SICK LEAVE

A. **Sick Leave Accumulation and Use.** Sick leave is accumulated at the rate of ten (10) hours per month for 40-hour/week personnel and fourteen (14) hours per month for 56-hour/week personnel. This amounts to 120 hours per year for 40-hours/week employees and one hundred sixty-eight (168) hours per year for 56-hour/week employees. Time is charged to the employee on an hour for hour basis.

Employees may use accrued and available sick leave entitlement for employee's own or a family member's diagnosis, care or treatment of an existing health condition or preventive care, or for specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking, as provided under statutory law under AB 1522, as may be amended from time to time. "Family member" means (1) a child, which for purposes of this article means a biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child ; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

B. **Pay on Termination** Non-safety employees are not eligible for sick leave pay on separation from service.

Cash Out See Article 117. All employees with ten (10) or more years of service with the City and with at least five hundred
(500) or more hours of accumulated unused sick leave in the bank may, at his or her option, cash out an additional fifty (50) hours to be placed into the employee's deferred compensation account. Such election shall be made prior to the beginning of the fiscal year. Such cash out shall be deducted from his or her accumulated sick leave.

ARTICLE 112. INDUSTRIAL LEAVE OF ABSENCE

A. The City adheres to State Labor Code law regarding leave for on-the-job injuries.

B. The alternative dispute program applicable for on-the-job/industrial injuries is attached hereto as Appendix A.

C. Non-Safety employees may use accumulated but unused sick leave while on an absence due to an industrial injury in addition to any workers' compensation payment; the combination of the two shall not exceed 100% of the employee's normal pay.

ARTICLE 113. BEREAVEMENT LEAVE

Time off with pay allowed to an employee by reason of death in the immediate family shall not be charged against the regular sick leave accumulation. The definition of immediate family includes spouse, mother, father, step mother, step father, brother, sister, children, step-children, grandparents, grandparents in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, and daughter-in-law of the employee, and registered domestic partners (so long as required by California law).

A maximum of three (3) shifts may be taken for leave to attend funeral services. Such leave shall not exceed a total of three (3) cumulative shifts in any fiscal year for shift personnel or 40 hours per year for non-shift personnel.

Bereavement leave may be completed within 3 months of the date of death and need not be taken consecutively. Under AB 1949, bereavement leave is a prorated leave and the City will not deny the employee the use of such leave. The City may require an employee to provide documentation of the death of a family member within 30 days of such leave. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services.

ARTICLE 114. PERSONAL LEAVE

Employees may use all accrued leave of their choosing including, but not limited to, available sick leave entitlement to attend to the illness of a child, parent, registered domestic partner or spouse. In one calendar year, employees may use the amount of sick leave which normally accrues to them during six months for such purpose. In addition, if the employee has sufficient accrued leave such that the balance of said accrued sick leave does not fall below One Hundred (100) hours, the employee may utilize any and all sick leave above 100 hours to attend to such illness.

ARTICLE 115. LEAVE OF ABSENCE

A leave of absence may be granted in accordance with City Policies.

ARTICLE 116. VACATION LEAVE

No employee shall be granted vacation time he/she has not earned. Affected employees may accrue a maximum of 500 hours. No hours in excess of 500 will be accrued or paid to employees.

Vacation leave will be earned at the following rates:

Years of City Service	40-hours/week employees hours per pay period
0 thru 10	4.62
11 and above	6.15

ARTICLE 117. OPTIONAL VACATION/ SICK CASH OUT

Vacation Leave Cash Out: All Non-Safety employees shall be eligible to cash out (subject to the provisions outlined in section A below), or deposit into a deferred compensation account, up to sixty (60) hours, and all shift employees shall be eligible to cash out, or deposit into a deferred compensation account, up to one hundred six (106) hours of vacation leave time per fiscal year. The employee may opt to cash vacation as long as such cash out shall not deplete the employee's accrued vacation leave below eighty (80) hours for non-shift employees. The cash out of vacation leave time will be at the employee's current rate of pay (including base salary/hourly rate of pay and special compensation, but excluding overtime and cafeteria payments). Employees who are denied vacation requests due to City staffing needs such that they reach the ceiling will be cashed out up to twenty (20) hours so that they do not lose potential future accrual.

Sick Leave Cash Out: All employees with five (5) years of continuous service with the City and with a minimum of 350 hours of accumulated unused sick leave on the books, shall be eligible to cash out, or place into the employee's deferred compensation account, up to seventy-nine and one half (79.5) hours pay. The employee may opt to take any increments of sick leave up to seventy-nine and one-half (79.5) hours pay per fiscal year, as long as such cash out shall not deplete the employee's accrued sick leave below three hundred and fifty (350) hours. No more than seventy-nine and one-half (79.5) hours may be cashed out in each fiscal year. The cash out of sick leave time will be at the employee's current rate of pay (including base salary/hourly rate of pay and special compensation, but excluding overtime and cafeteria payments).

A. Effective December 1, 2024, for calendar year 2025 (1/1/2025) and every year thereafter: In December of each year, employees may irrevocably elect to cash-out vacation and/or sick leave hours accrued in the following calendar year that are both accrued and unused at the time of cash out.

   In order to cash-out, the employee must submit an irrevocable election form, no later than December 1 of the preceding calendar year specifying the amount of hours of each kind of leave requested to cash out and specifying how much shall occur in each of the 2 annual distributions. The cash-out is only for hours to be accrued in the calendar year following submission of the irrevocable election form. Regardless of the number of leave hours elected, only those hours that were accrued in the calendar year after the irrevocable

election that remain unused at the time of the distribution shall be cashed out.

The 2 annual distributions shall be June 1st and December 1st of each calendar year. Employees who do not submit an irrevocable election form by December 1 of each year will be deemed as foregoing participation in the optional annual leave cash-out program for the following calendar year.

ARTICLE 118. HOLIDAYS

By December 1 of each calendar year, each shift employee shall notify the City in writing of his/her preference for the next calendar year for holiday pay or leave, or a combination of pay or leave. A maximum of seven holidays may be elected for leave; a minimum of six holidays shall be paid in cash. Holidays shall be paid and earned as holidays occur; floating holidays shall be credited in January of each calendar year. (Unused floating holidays are not paid upon termination.) New employees shall accrue the maximum holiday leave until the next option period. Holidays are credited at ten (10) hours per holiday for 40-hours/week personnel. To the extent applicable and permitted by law, holiday pay and/or cash out may be reportable to CalPERS as special compensation, as defined under Sections 571 and 571.1 of Title 2 of the California Code of Regulations.

The schedule of holidays is:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving
Cesar Chavez Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Labor Day
Two (2) Floating Holidays	Juneteenth

ARTICLE 119. RETIREMENT

A. MISCELLANEOUS EMPLOYEES HIRED AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees' Retirement System (CalPERS for the classifications contained in this agreement. The plan shall include the following options:

1. 2% @ 62 Formula for Miscellaneous Members (Government Code §7522.20)
2. Final Compensation 3 Years (Government Code §20037)
3. Unused Sick Leave Credit – Local Member (Government Code §20965)
4. Prior Service (Government Code §20055)
5. $500/ $2000 Retired Death Benefit (Government Code §21620)

6. 1959 Survivor Benefit Level 4 (Government Code §21574). The employee is responsible for paying their share of this benefit.
7. 2% Annual Cost-of-Living Allowance Increase (Government Code §21329)
8. Additional Service Credit 2 Years for Local Member (Government Code §20903)
9. Improved Nonindustrial Disability Allowance (Government Code §21427)
10. Military Service Credit as Public Service (Government Code §21024). The employee is responsible for paying this benefit.
11. Post-Retirement Survivor Allowance (Government Code §21624/ 21626)
12. Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code §21635)
13. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code §21551)

ARTICLE 120. DEFERRED COMPENSATION

The City shall continue to sponsor a deferred compensation plan which shall be available to employees on a voluntary basis.

Employers will have access to the 401A, Money Purchase Pension Plan and Trust, subject to City Council modification of the plan as authorized by federal and state laws.

Employees employed for ten (10) years or more are eligible for this benefit. All eligible employees will receive a flat monthly amount of Five Hundred Dollars ($500.00) (or $230.77 per pay period) contributed on their behalf by the City.

Employees employed for five (5) years or more are eligible for this benefit. All eligible employees will receive a flat monthly amount of one hundred dollars ($100.00) (or $46.15 per pay period) contributed on their behalf by the City.

ARTICLE 121. PROMOTIONAL PAY

Employees promoted to a higher classification shall receive a minimum increase in pay of five percent (5%) above their current base salary/hourly rate of pay. The increase shall not exceed the final step designated in the Wage and Salary Plan for the promoted classification.

ARTICLE 122. OVERTIME

A. **Regular Overtime.** In lieu of receiving paid overtime, an employee may elect to receive compensatory time. A maximum of forty-eight (48) hours may be accumulated. Once the 48-hour maximum accrual has been attained, any overtime worked above and beyond that shall be paid overtime, as long as the employee has 48 hours of compensatory time on the books. Upon the employee electing to accumulate overtime in terms of compensatory time off, the employee shall not have the option of cashing out said time unless or until the employee separates from City service.

Overtime shall be paid to employees in accordance with the FLSA. Overtime pay shall be paid for hours worked (except as set forth below) by an employee in excess of forty (40) hours in a workweek.

For purposes of calculating entitlement to overtime, the total hours worked in a workweek shall include up to twenty-four (24) total hours of any combination of comp time, sick leave, vacation leave, and City-paid holidays, but shall not include any paid leaves of absence, workers' compensation leave, military leave, bereavement leave, or jury duty leave time.

Non-safety employees are considered a non-sworn 40-hour per week position that is not eligible for the 7(k) exemption.

B. **Callback.** Employees receive a minimum of three (3) hours overtime (at time and one-half) anytime they are called back to duty. If an employee is called back to fill a position that has been vacated during the current shift, the employee's time will be calculated from the time the call to work was received and accepted. If the call back is for a planned need and no immediate vacancy exists, the replacement employee's time will be calculated from the time he/she arrives at the assigned station.

ARTICLE 123. TRADING TIME

Subject to the authorization of the Fire Chief, Division Chief, or Fire Captains, employees in the unit shall be allowed to trade time with other employees of equal position on the following basis:

1. Trading time shall be with persons of equal rank (or equivalent per department certifications) and be agreeable with both parties and shall be requested in a memo signed by both employees.

2. Since this is done for the convenience of the employee, in no case shall a trade arrangement or repayment of trading time be considered in computation of overtime or certification to a higher rank.

3. Such trading time shall be in accordance with the FLSA requirements in order that traded time is not counted into any computation of overtime.

ARTICLE 124. FORTY-HOUR WORK WEEK ASSIGNMENT

Employees who are assigned to a 40-hour workweek shall be compensated at the customary monthly rate, including the FLSA-mandated overtime.

ARTICLE 125. PARAMEDIC STUDENT PRECEPTOR/FTO

Six (6) employees shall be selected by the City to serve year-round as FTOs to assist in developing training programs. These employees shall receive a monthly incentive pay equal to five percent (5%) of their base salary/hourly rate of pay while assigned to the annual program.

ARTICLE 126. GRIEVANCE PROCEDURE AND DISCIPLINARY APPEAL

A. **Definitions**

A "grievance" is a written allegation by an employee alleging that the employee has been adversely affected by a violation of specific written provisions of this MOU or of written rules, regulations or procedures affecting terms and conditions of employment. Grievances shall not be utilized to challenge the agency's exercise of its authorities set forth in Article 223 of this MOU. Additionally, by virtue of entering into this MOU, the parties agree that no matters, whether labeled as grievances, "complaints," or otherwise, may be appealed to any other administrative entity or body except as described herein. Further, the grievance procedure shall not be utilized to challenge or change the policies of the City whether they be written or otherwise. Additionally, performance evaluation reports and reprimands, whether written or verbal, are not subject to the grievance procedure.

Unless otherwise stated, a "day" is a day in which the City Hall is open for business.

Representative(s): A representative is an employee, Union representative(s), or legal counsel who shall represent any party in interest at his/her election.

Grievant: Any non-safety employee.

B. **Informal Meeting**

Any employee(s) alleging a grievance shall meet with his/her immediate supervisor with the objective of resolving the matter informally. The employee(s) may have a representative present with him/her at this informal meeting. Request for such meeting shall occur within ten (10) days after the occurrence of the act or omission giving rise to the grievance or ten (10) days after the grievant knew or reasonably should have known about the act or omission, whichever is later.

C. **Formal Level I: Department Head or Designee**

1. In the event the grievance is not resolved at the informal meeting, within ten (10) days of the informal meeting the grievant may submit the grievance as a formal written grievance to the department head or his/her designee. If the grievant has not submitted a written grievance within this time period, the grievance will be deemed to have been resolved.

2. Within ten (10) days after receipt of the written grievance by the department head, a personal conference with the other party shall take place upon the request of either the grievant or the department head. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level I meeting, whichever is later, the department head or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Union.

3. In those cases where a "grievance" regards a disciplinary proceeding which is both subject to the grievance procedure and which constitutes a proposed deprivation of property giving rise to a pre-disciplinary proceeding in accord with Skelly vs. State Personnel Board, the subject employee shall commence his/her grievance at this Level I. The proceeding before the department head or designee shall constitute both an exhaustion of the Level I grievance and provision of any due process-mandated pre-deprivation proceeding.

D. **Formal Level II: City Administrator or Designee**

1. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the designated time period in Level I, the grievant may forward the written grievance to the City Administrator or his/her designee within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented to the department head or designee, whichever is later.

2. Within ten (10) days after receipt of the written grievance by the City Administrator, a personal conference with the grievant shall take place upon the request of the grievant or the City Administrator. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level II meeting, whichever is later, the City Administrator or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Union.

3. Copies of the City Administrator's decision shall be filed in the employee's personnel file, unless the matter involved discipline and the discipline was not upheld by the City Administrator.

4. For all non-disciplinary procedures and grievances, the decision of the City Administrator shall be final and binding.

E. **Formal Level III: Binding Arbitration**

Binding Arbitration shall be available for disciplinary actions only, but not including verbal or written reprimands.

1. If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision is rendered within the designated time period, a grievant may forward a written grievance to the Director of Human Resources and Risk Management, or designee, proposing that binding arbitration be undertaken.

2. Said written grievance request for convening of binding arbitration shall be considered timely only if received by the Director of Human Resources and Risk Management, or designee no later than ten (10) days after service by the department head/designee of the Level II decision or twenty (20) days after the grievance was presented to the department head or designee, whichever is later. Said request for arbitration shall set forth a detailed statement by the grievant containing all facts then known to the grievant which support his/her claim for an appeal. A general or specific denial of wrongdoing or claim of misconduct shall not be sufficient. The arbitration proposal shall be signed by the grievant. Signature by a representative shall be insufficient.

3. Within ten (10) calendar days of receipt by the Director of Human Resources and Risk Management, or designee of a timely grievance, the parties shall confer by writing, telephone or in person, as regards selection of a mutually agreeable arbitrator. If said meeting either does not occur of if said meeting does not result in

the selection of an arbitrator, then within fifteen (15) calendar days of receipt by the Director of Human Resources and Risk Management, or designee of the timely grievance, the Director shall mail to the State Mediation and Conciliation Service, a request that a list of seven (7) qualified potential arbitrators be sent jointly to the grievant and to the City.

4. Within ten (10) calendar days of mailing by the State Mediation and Conciliation Service of such list, the parties shall by telephone or other mutually acceptable means, select an arbitrator by means of alternate striking of names until one name remains. Said individual shall be the arbitrator. Determination of which party shall make the initial strike shall be by lot.

5. Within five (5) calendar days of said selection process being completed, the Director shall mail written notice to the State Mediation and Conciliation Service of the identity of the individual mutually selected to hear the grievance matter.

6. The hearing shall commence on a date mutually agreeable to the parties and to the arbitrator, but in no case greater than one hundred twenty (120) calendar days after selection of the arbitrator, unless otherwise mutually agreed to by the parties.

7. In those arbitration proceedings which are non-disciplinary, the burdens of proof and production of evidence shall be upon the grievant. The ultimate issues in such cases shall be whether or not proof by a preponderance of the evidence supports a finding that a specific written section of the MOU and/or rules and regulations affecting terms and conditions of employment, has been violated, and if so, the nature of the appropriate remedy.

8. In those cases regarding disciplinary matters involving the deprivation of property, the burdens of proof and production of evidence shall be upon the department and shall be by a preponderance of the evidence. In such cases, the ultimate issues shall be as follows:

   a. Does a preponderance of the evidence support a finding that misconduct did occur?

   b. If so, was the disciplinary decision a reasonable exercise of the discretion vested in the appointing authority?

      i. If yes, the discipline shall be sustained.

      ii. If no, the discipline shall be subject to modification.

9. a. All arbitration hearings shall be closed to the public unless the employee requests, in writing, no later than five (5) calendar days before the hearing, that the hearing be open.

   b. Subpoenas (no subpoenas duces tecum) shall be issued by the arbitrator at the request of either party. State civil rules governing the issuance and

validity of subpoenas shall also govern the issuance and validity of subpoenas issued herein.

c. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions. Irrelevant and unduly repetitious evidence shall be excluded.

d. The hearing shall proceed in the following order:

i. The department imposing discipline shall be permitted to make an opening statement.

ii. The appealing party shall then be permitted to make an opening statement.

iii. The department imposing disciplinary action shall produce the evidence on its behalf.

iv. The party appealing from such disciplinary action may then offer his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted.

v. The parties may then, in the above order, respectively offer rebutting evidence, unless the arbitrator for good cause, permits them to reopen and offer evidence in their case in chief.

vi. Oral closing arguments shall be permitted. Written briefs may be permitted at the discretion of the arbitrator. The department shall have the right to open the oral closing arguments followed by the employee. The department shall then have the right to reply.

vii. The order of presentation and burdens of proof shall be reversed in those cases where non-disciplinary grievances are heard.

10. The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbitrator, for good cause, otherwise directs. However, both parties shall be permitted to designate an investigator or assistant to be present at the hearing, even if such person is or may

be a witness. The arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than thirty (30) calendar days after submission of closing arguments. The decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision shall set forth findings of fact and conclusions of law. The arbitrator's decision shall be binding.

11. The City shall bear the cost of a mandatory court reporter. The City shall bear the cost of transcripts that are required by the arbitrator. Each party shall bear its own costs where the ordering of transcripts is a voluntary act. Each party shall bear its own witness and attorney fees. Additionally, each party shall equally share all fees and costs billed by the arbitrator.

    It is specifically agreed and acknowledged by the parties that failure by the grievant to strictly comply with the time limitations for taking action in connection with review of a grievance, shall be considered a jurisdictional defect and shall result in a waiver by the grievant of any and all appeal rights, regardless of how brief or minimal is the failure to comply with the time limitations. The department shall not be required to show or prove the suffering of any prejudice as a condition precedent to strictly enforcing the time limitations described herein. In any case where the department or City does not strictly comply with the time limitations described herein, then the grievant's remedy shall be movement of the grievance process to the next higher level. In no case shall failure by the department/City to comply with the time limitations described herein, result, in and of itself, in a finding adverse to the department/City.

12. In any case where a party or potential party disputes the arbitrability/jurisdiction of a grievance, said dispute shall not be resolved by the arbitrator, but shall be first resolved through civil proceedings.

F. **General Provisions**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process.

2. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal the next level of review.

3. The time specified, however, may be extended by mutual consent.

4. The grievant is entitled to representation of his/her choice at any point in the grievance procedure.

5. Any employee may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is not inconsistent with the terms of this contract; provided that the City shall not agree to a final resolution of the grievance until the exclusive

representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

6. Neither party shall take reprisals against any member of the Union, Union representative, management person, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 127. UNIFORM ALLOWANCE

A uniform allowance of eight hundred dollars ($800) per year shall be paid semi-annually in arrears in equal installments of $400 each with no receipts. To the extent applicable and permitted by law, this pay shall be reportable to CalPERS as special compensation, as defined under Section 571 of the California Code of Regulations, for classic CalPERS members only.

PART III: APPLICABLE TO BOTH SAFETY AND NON-SAFETY EMPLOYEES

ARTICLE 201. FINES

The City shall pay for court fines imposed upon any employee when such fine is the result of a faulty vehicle or vehicular equipment and provided that such fine did not result from improper or negligent operation of the vehicle on the part of the employee.

ARTICLE 202. FINANCIAL DISCLOSURE

The City shall only require financial disclosure by an employee as provided in the City's Conflict of Interest Code which conforms with Government Code Sections 87300 to 87313.

ARTICLE 203. INCIDENT REVIEW BOARD

The Union may select one of its employees to participate as an employee of the Incident Review Board when the Board reviews an accident/incident in which fire personnel are involved. The chairman of the Incident Review Board will inform the Union of the date and time of Board meetings at least forty-eight (48) hours in advance of such meetings. The Board shall convene at the request of either the Fire Chief or the affected employee or his/her designated representative.

ARTICLE 204. LABOR MANAGEMENT COMMITTEE

The Union will designate representatives who shall meet with representatives of the Department management on a mutually agreeable basis to discuss matters pertinent to the welfare of the Department and employees. The Union may have additional representatives present when appropriate for the discussion of scheduled matters. Normally such meetings shall be during regular working hours.

ARTICLE 205. LOCKER SEARCH

No employee shall have his/her locker or other space for storage that may be assigned to him/her searched except in his/her presence and with his/her consent or unless a valid search warrant has been obtained or where he/she has been notified that a search will be conducted. This section shall apply only to lockers or other spaces for storage that are owned or leased by the City.

ARTICLE 206. PARKING

The City currently provides adequate parking space adjacent to Department facilities. Parking arrangements for all City Fire Stations shall be as follows:

1. Private vehicles of fire personnel may be parked inside the enclosed parking areas at the rear of any fire station. Command staff personnel will use the parking area on the North side of the parking lot at the headquarters fire station only. These parking spaces will be marked with a sign to designate staff parking only.

2. Two-wheeled vehicles (bicycles, motorcycles, mopeds, etc.) will be permitted to be stored inside all fire stations when space is available. At no time shall one of the above mentioned vehicles be placed between apparatus as to hinder normal responses or place any of the Fire apparatus in a position where they could be damaged by normal Department business.

ARTICLE 207. PERSONAL PROPERTY – REPLACING & REPAIRING

The City shall continue to provide for the cost of replacing or repairing personal property of an employee which is lost, damaged, or stolen in the performance of duty.

Personal items essential to job performance shall be replaced. After review, the reimbursement amount, if any, shall be determined by the Fire Chief, without appeal.

ARTICLE 208. POLYGRAPH EXAMINATION

No employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against an employee for refusing to submit to a polygraph examination. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "The City of Rialto does not compel fire personnel to submit to polygraph examinations."

ARTICLE 209. PHYSICAL EXAMINATIONS – DOCTOR'S CERTIFICATE

As provided by State law and City Personnel Rules, the City shall bear the cost of any medical examination or physician's certificate when such examination or certificate is required and directed by the City.

If an employee has been off duty due to an extended illness or injury (extended means 11 working days or more for 40-hour per week personnel or 7 or more shifts for personnel assigned to a shift schedule), he/she will be required to submit a return to work authorization from his/her physician.

The City will bear that portion of the examination cost which the employee's insurance does not pay.

ARTICLE 210. PROBATIONARY PERIOD

Both Rialto Municipal Code Section 2.50.100 and Personnel Rule X, Section 1, line 26 establish the probationary period for employees as one (1) year from the date of appointment (in-service date) or promotion.

ARTICLE 211. REEMPLOYMENT

Personnel Rules provide for reinstatement within one (1) year: "With the approval of the appointing power and the Personnel Officer, an employee who has resigned with a good record may be reinstated within one year to his former position, if vacant, or to a vacant position in the same or comparable class." The salary range and step (with general increases, if any) are reinstated to the employee. Seniority and accrued benefits are lost.

ARTICLE 212. SAFETY EQUIPMENT

The City will furnish the required safety equipment to all employees who are required by State law to have safety equipment. Employees shall be responsible to maintain safety equipment in a safe and satisfactory condition. The City will be responsible for the cost of maintaining City issued safety equipment in a safe and satisfactory condition. Until June 30, 2019, see Appendix B1 for List of Personal Protective Equipment. Effective July 1, 2019, see Appendix B2 for List of Personal Protective Equipment.

Additionally, the Department shall form a Uniform Committee consisting of both Unit employees and Management employees to discuss, research, and implement any necessary changes to the current Personal Protective Equipment list.

ARTICLE 213. SENIORITY

Seniority is herein defined to be an employee's length of service, with no break in service, within the Department and/or classification in which the employee is presently assigned. If two or more employees have the same hire date before July 1, 2013, then the numerical score on the employment exam will be used to determine their seniority. If any two or more employees have the same hire date that is after July 1, 2013, then the numerical score based on averaging each employee's combined block test scores and the formal, standardized scores achieved during their probationary testing process will be used to determine their seniority. The Department may consider seniority in shift assignments, and transfers within classification; the Department shall consider seniority in vacation scheduling.

ARTICLE 214. RIALTO SPORTS CENTER

Employees, employees' spouses, retirees, and retirees' spouses shall be allowed free use of the Rialto Sports Center during normal operating hours as long as the City has managerial control of the facility. Employees, retirees, and retirees' spouses shall adhere to the same regulations regarding reservations and the use and care of the facilities as the general public.

ARTICLE 215. UNHEALTHFUL AIR CONDITIONS

The City will observe the Air Pollution Emergency Episode Plan which became effective on October 23, 1979, before making non-emergency work assignments in the Fire Department. A copy of the Air Pollution Emergency Episode Plan follows:

AIR POLLUTION EMERGENCY EPISODE PLAN

A. The Civil Preparedness Coordinator will be responsible for notifying all City departments (plus garage, maintenance and water divisions) of Stage I, II & III alerts. Departments wishing air pollution information on weekends or after regular work hours may call the San Bernardino County communication Center at 383-2898 or the South Coast Air Quality Management District recordings at 825-7034 or 383-3401.

B. Department Heads will be responsible to notify employees of the following:

1. STAGE I:

(.20 parts per million or Pollution Standard Index (P.S.I.) of 200.

VEHICLE OPERATION - Employees will be requested to limit operations of their private vehicles as much as possible. Departments will limit operation of City vehicles (except for emergency operations) as much as possible.

RECREATION ACTIVITIES - Baseball & softball games: No youth games are to be started; however, games may be finished if started prior to notification of Stage I alert. Adult games may be started and completed as scheduled.

Football, Soccer, Track, Tennis and other similar sports: No games are to be started. If started, game must be ended at next break in the game such as the end of a quarter, period, or match set (whichever relates to the particular athletic event).

Swimming: Casual swimming is OK in Stage I. Keep respiration down, no sprints, laps, etc. Swim lessons are OK as long as they follow the above precautions. Swim teams must not practice.

Archery: OK for participation.

STANDARD PROCEDURE TO FOLLOW FOR RECREATION ACTIVITIES IN STAGE I: IF THERE IS AN EXTENDED (MORE THAN ONE MINUTE) INCREASE IN THE RESPIRATION RATE, THE EVENT OR ACTIVITY SHOULD BE STOPPED.

2. STAGE II:

(.35 parts per million or P.S.I. of 275).

VEHICLE OPERATION - Employees will be requested to limit operations of their private vehicles as much as possible. Departments will limit operation of City vehicles (except for emergency operations) as much as possible. If possible, appointments and meetings requiring vehicle travel will be rescheduled. Non-emergency heavy equipment will be shut down.

OUTDOOR PHYSICAL ACTIVITY - No strenuous manual labor (such as digging) will be assigned. Only light duty manual labor assignments will be made.

RECREATION ACTIVITIES - Outdoor Activities: None will be allowed.

Playground Rooms & Cafeterias: These may be kept open for participation.

C. Eisenhower High School Gym: May be kept open, however, most doors should be kept closed to keep down the oxidant level.

STANDARD PROCEDURE TO FOLLOW FOR RECREATION ACTIVITIES IN STAGE II: HIGHLY ACTIVE INDOOR ACTIVITIES SHOULD BE DECREASED AS MUCH AS POSSIBLE.

3. STAGE III:

(.50 parts per million or P.S.I. of 500).

VEHICLE OPERATION - Employees will be requested to limit operation of their private vehicles as much as possible. Departments will limit operation of City vehicles (except for emergency operations) as much as possible.

MEETINGS - All scheduled and published meetings will be rescheduled (unless of an emergency nature).

OUTDOOR PHYSICAL ACTIVITY - All non-emergency employees will be assigned work indoors. No outdoor labor assignments will be made.

RECREATION ACTIVITIES - Activities will only be permitted indoors.

STANDARD PROCEDURE TO FOLLOW FOR RECREATION ACTIVITIES IN STAGE III: INDOOR ACTIVITIES SHOULD BE KEPT TO A MINIMUM.

ARTICLE 216. MAINTENANCE OF MEMBERSHIP

The Union may request in writing that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union, from the wages and salaries of members of the Union. The Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the

authorization. The Union shall also provide the certification of the membership list for deduction purposes to the City on an annual basis or more often as needed. Accordingly, the Union dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided in writing by the Union.

The City shall provide for payroll deductions on each payroll period (twenty-four times per calendar year). The City shall remit the total amount of deductions to the Union within thirty (30) days of the date of the deduction. Any changes in the Union dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll. Membership within and/or payment of any dues or fees to the Union shall not be a condition of employment with the City.

The Union shall notify the City within ten (10) working days of any discrepancy(ies) concerning dues or other payroll deductions pursuant to this Article. If the Union does not notify the City of any discrepancy within ten (10) days, then the City shall be relieved of any further responsibility.

The Union agrees to indemnify, defend, and to hold the City harmless against any and all claims or suits that may arise out of or by reason of action taken by the City in reliance upon any requests for members' dues by the Union to the City. The Union agrees to refund the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake. The City agrees to refund, in cash, or apply any overcharges to future dues payments upon presentation of proper evidence of error or mistake.

ARTICLE 217. POLITICAL ACTIVITY

Employees are not prohibited from engaging in political activities except as follows:

A. Government Code Section 3206 prohibits participation in political activities of any kind while in uniform.

B. Pursuant to Government Cod, Sections 3205, 3207, 3208 and 3209, the City prohibits an employee from solicitation of funds for political purposes during working hours.

ARTICLE 218. EMPLOYEE REPRESENTATIVES

When requested by an employee, a job representative may investigate any alleged grievance in the Department and assist in its presentation. He/she shall be allowed reasonable time, therefore, during working hours without loss of time or pay, upon notification and approval of his/her immediate supervisor, with the concurrence of the Fire Chief. The privilege of a job representative to leave his/her work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Such time shall be excluded in any computation of overtime. Job representatives will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. A job representative will not be granted time off or compensation for the purpose of handling grievances outside the Rialto Fire Department. The Union shall notify the City of the names of each job representative. A ratio of one job representative for every sixty

(60) full time employees in the department, but not less than four (4), shall be recognized by the City.

ARTICLE 219. NO STRIKE - NO LOCKOUT

A. **Prohibited Conduct**

1. The Union, its officers, agents, representatives, and/or employees agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slow down, sick out, or any other job action by withholding or refusing to perform services.

2. 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 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.

3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

B. **Union Responsibility.** In the event that the Union, its officers, agents, representatives, or employees engage in any of the conduct prohibited in Section A above, "Prohibited Conduct," the Union or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of the Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section A above, "Prohibited Conduct," and return to work.

ARTICLE 220. UNION BUSINESS

A. Employees on the meet and confer negotiating committee shall be allowed time off without loss of pay or benefits to attend meet and confer meetings between the City and Union.

B. Union Local 3688 representatives will notify the Fire Chief as soon as possible or no less than twenty (24) hours in advance of upcoming Union meetings, conventions, seminars, and conferences. Upon giving such notice, the Department shall allow authorized Union representatives time to attend such functions with a limit of two (2) personnel per affected shift. The City reserves the right to deny requests based on emergency and/or staffing needs. Until June 30, 2019, the Union shall be allowed up to 250 hours cumulative per contract year to attend the above mentioned functions. Effective July 1, 2019, the Union shall be allowed up to 350 hours cumulative per contract year to attend the above mentioned functions. Union representatives may accumulate such unused Union business time for up to one (1) year. In addition, a Union representative on an eight- or ten-hour day shall be allowed to attend Union Board meetings without a loss of pay or benefits but shall be subject to call.

C. The City shall provide, when practical, no less than 10-days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the City reasonably in advance as to the type of access requested.

The City shall also provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The City also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every 120 days.

Notwithstanding the foregoing, the City will not provide the Union with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the City will provide the Union with a copy of that request

ARTICLE 221. REDUCTION IN FORCE

It is the intent of the parties to use the "last hired, first fired" approach if a reduction in force is necessary. Furthermore, in the event the City anticipates a layoff of employees in the Fire Department, the City will give the Union notice of its intention to reduce the force in a reasonable amount of time, as provided in Section D, before proceeding with any layoffs or reductions in force. Within twelve (12) business days of the notice, either party may, in writing, reopen this Agreement to negotiate a decrease in benefits as a cost savings in an effort to avoid a reduction in force. Nothing in this section relinquishes the City's exclusive right to lay off employees if this Agreement is reopened and the parties fail to reach a mutually acceptable agreement to avoid a reduction in force.

A. **Definition Of Reduction In Force**: A reduction in force is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee.

B. **Cause Of Reduction In Force**

1. A function is to be discontinued, curtailed or mechanized.
2. Reorganization.
3. Budget reductions.
4. Termination or decrease in funds and/or materials for projects or programs.
5. The mandatory reinstatement of an employee.

C. **Reduction In Force Policy**

1. Whenever possible, loss of employment for employees shall be avoided by demotion or temporary work assignments in other areas of the Department. Laid off or demoted employees shall be placed on a one (1) year priority list from the layoff or demotion date. Within that one-year period employees on this list shall be recalled or re-promoted to their former positions as soon as a vacancy or new position becomes available. The employees shall be recalled or re-promoted from a reverse chronological order (e.g., most recent employee laid off or demoted shall be first recalled or re-promoted) This list may be extended upon approval of the City Administrator.

2. Employees notified of recall shall have up to fourteen (14) business days to return to work. Once an employee is recalled or re-promoted, his/her seniority shall be based on their original hire/promotion date.

D. **Notification**

1. Whenever a reduction of employees in regular positions is anticipated, the City Administrator shall, within ten (10) business days, notify the Union. The notification shall include the anticipated number, positions and classifications of employees to be laid off or demoted and a plan for conducting an orderly process for achieving the reductions/demotions that comply with this MOU.

2. Employees to be laid off shall be entitled to a fifteen (15) calendar day notification prior to the reduction in force.

E. **Order Of Reduction In Force**

Reductions in force among regular employees shall be made on the basis of seniority within job classifications, as established by their in-service date. Specialty positions shall have no bearing on the reduction in force order.

The order of reduction in force shall be as follow:

1. Emergency Medical Technicians (EMTs)
2. Non-Sworn Paramedics
3. Temporary or Retired Annuitant Staffing
4. Sworn Safety Personnel

F. **Reduction In Force Procedure**

1. If two or more employees have the same hire date before July 1, 2013, then the numerical score on the employment exam will be used to determine seniority.

2. If any two or more employees have the same hire date that is after July 1, 2013, then the numerical score based on averaging each employee's combined entry test scores and the formal, standardized scores achieved during the probationary testing process will be used to determine seniority. The lower the score ranking, the lower the seniority.

3. If the reduction in force requires demotions, the following procedures will apply:

   a. The employee who was promoted most recently to the rank where the demotion needs to occur shall be demoted first. If two or more employees were promoted to the rank in question on the same date; the numerical score on the employee's most recent promotional exam will be used to determine seniority. The lower the score ranking, the lower the seniority.

   b. To qualify for demotion to a lower rank, the affected employee must have held that position in the past.

   c. When an employee is demoted to a lower rank due to a reduction in force, that employee's seniority in that rank shall be based on their original promotion or hire date to that rank.

   d. If staffing levels in a specific rank exceed the established level due to higher ranks being demoted as part of a reduction in force, additional demotions in that rank will take place using the process outlined in this section until the desired staffing level is reached.

4. Chief Officers, excluding the Fire Chief, shall have the option to 'bump back' into the Union if they were previously members of the Union and if they were in good standing with the Union. For purposes of this paragraph, 'good standing' means being a Union member and having paid dues continuously without being delinquent on dues payments for the most recent three (3) years an employee was in the Union.

5. If there is any dispute as to the order of reductions in force, the parties shall consider the intent of this provision to implement the "last hired/first fired" concept for entry level positions and the "last promoted/first demoted" concept for demotions or reductions in a specific rank.

6. This policy does not to abrogate any rights a laid off/demoted employee may have under the Firefighters Procedural Bill of Rights Act and/or state or federal due process.

ARTICLE 222. AGENCY PERSONNEL RULES

It is understood and agreed that there exists within the City in written or unwritten form, certain personnel rules, policies, practices and benefits which establish uniform and orderly methods of communications between the City and its employees for the purpose of promoting improved employer-employee relations, which will continue in effect, except for those provisions modified by the City Council in accordance with State laws, orders, regulations, official instructions or policies. Rialto Municipal Code Chapter 2.51.080 provides for advance notice of proposed changes. Provision is also made for emergency cases.

Further, the parties have met and agreed to a new Employer-Employee Relations Ordinance. It is the intent of the parties that there be no modification to this Unit during the term of this MOU.

ARTICLE 223. AGENCY AUTHORITY

The authority of the City includes, but is not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; 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; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 224. NON-DISCRIMINATION

The parties agree that there shall be no discrimination in employment as follows:

> No person in the competitive service, or seeking admission thereto shall be employed, promoted, demoted or discharged, or in any way favored or discriminated against because of race, national origin, color, gender, gender identity, sexual orientation, age, disability, religious belief, political opinions or affiliations.

An Affirmative Action Program is in effect in the City, and it is the policy of the City that only qualified persons available are selected for position assignments without prejudice or discrimination by reason of race, color, sex, age, religious belief, political affiliation, national origin, or handicap.

It is agreed that the above language also protects employees involved in Union activities.

ARTICLE 225. MAINTENANCE OF EXISTING BENEFITS

Except as herein provided, all wages, hours and other terms and conditions of employment enjoyed by affected employees prior to the effective date hereof shall remain in full force and effect during the entire term of this MOU unless mutually agreed to the contrary by both parties.

ARTICLE 226. SAVINGS CLAUSE

If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU, with the remainder of the MOU remaining in full

force and effect. Upon the issuance of a decision declaring any section of this Memorandum to be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer immediately concerning only those sections.

ARTICLE 227. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

A. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall, except as herein provided, supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder except as provided otherwise herein. This Memorandum of Understanding is not intended to conflict with Federal or State law.

B. The parties acknowledge that the City Council will adopt this agreement by resolution which will be known as the Personnel Resolution and to the extent that the Personnel Resolution is not specifically inconsistent with this agreement, said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

ARTICLE 228. BILINGUAL PAY

The City shall pay $100.00 per pay period for employees whose position has been designated by the department head as bilingual or sign linguist and who pass the City examination for fluency in Spanish or sign language. To the extent applicable and permitted by law, this pay shall be reportable to CalPERS as special compensation, as defined under Sections 571 and 571.1 of Title 2 of the California Code of Regulations.

ARICLE 229. STAFFING

A. The Union and the City agree to adjust current daily staffing levels of safety positions to achieve the following:

- Four engine companies, each staffed with one Captain, one Engineer, and one Firefighter Paramedic on a 24/7 basis;
- One Truck Company staffed with one Captain, one Engineer, and two Firefighter Paramedics on a 24/7 basis; and
- Four ambulances staffed with a minimum of one non-safety paramedic, and one non-safety Emergency Medical Technician (EMT).

The parties agree to meet and confer to determine the most efficient way to move incrementally toward the agreed upon staffing levels based on the rate of attrition and available funding until the agreed upon staffing level is reached.

The parties agree that the City may use non-safety personnel to staff Department ambulances. Once the agreed upon staffing levels are reached, ambulance staffing will consist of a minimum of one paramedic and one EMT per ambulance, with the overall non-sworn staffing for all three shifts (A, B, C) set at 12 paramedics and 12 EMTs.

In the event that a vacancy exists in any rank, the daily minimum staffing numbers for that position can be met by using off-duty personnel of the rank needed on overtime. In the event that there are no personnel of the needed rank available to fill the vacant position, an employee who meets department qualifications to act in that specific rank may fill the position. A qualified actor may also be used on a temporary basis to fill a position that has been vacated during the current shift, so long as administration and/or a staffing captain continues to try to fill that position with the proper rank throughout the shift.

When daily staffing levels for safety employees drop below the minimum established level due to employee leave time, the vacancies will be filled using off-duty fire Department personnel. If at any point the base cost of this staffing arrangement exceeds the base cost of hiring additional personnel to fill these vacancies, the City may pursue the less costly option.

The Department's policy for approval of time off for staff shall maintain its current limit at six (6) employees, but only count absences caused by vacation, holiday or use of compensatory time off against the limit of six. No other leaves shall be counted towards the six-person limit. Employees out on City-approved FMLA time will not be counted for time off as part of the six-person limitation. No more than two (2) non-safety employee per shift will be granted time off for vacation or holiday. (The limit applies as four (4) safety and two (2) non-safety.)

ARTICLE 230. JURY STAFFING

Upon the receipt of jury service notice, the employee shall immediately notify his/her supervisor and provide a copy of the notice to the supervisor. Fire shift personnel that are required to report for jury duty may be absent with pay for up to eight hours per day plus travel time. If the employee is scheduled to report to jury duty two hours or more after the start of work, the employee must report to work prior to jury duty unless due to location circumstance, does not need to report if approved by a chief officer. If the employee is selected to serve on a jury and they are sequestered for the night, the employee shall be paid for the entire shift.

If the employee is released from jury duty one (1) hour or more prior to the end of the shift, the employee must return to work.

Employees receiving a notice for "Telephone Standby" for jury duty shall report to work. Employees will call the jury commissioner's office from work to find out if they are required to report for jury duty.

ARTICLE 231. VEHICLE WASHING

No City vehicles other than fire department apparatus and fire department staff vehicles will be washed by Union employees. (Fire Department vehicles include all City vehicles used by fire department personnel following such use.)

ARTICLE 232. CONTRACTING OUT

During the term of the MOU, the City will not contract out any basic fire or ambulance services (such as provided by this Unit), not otherwise contracted out at the current time, without either Union approval or voter approval.

ARTICLE 233. EQUIPMENT

The City will provide equipment to employees as set forth in Appendices B and C.

ARTICLE 234. REOPENERS

A. The parties agree to re-open the Agreement during the term to discuss an alternative retiree health plan to reduce or eliminate OPEB liabilities.

B. The parties agree to re-open the Agreement during the term to discuss alternative arduous fitness criteria.

FOR THE CITY:

City Manager

Dated:_____

FOR THE ASSOCIATION:

Earl Meredith
President

Dated:

Eric Vail
City Attorney

Barbara McGee
City Clerk

APPENDIX A TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIALTO AND
THE RIALTO PROFESSIONAL FIREFIGHTERS LOCAL 3688

WORKERS' COMPENSATION-RELATED ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT ("Agreement") by and between the Rialto Fire Fighter's Association ("Local 3688") and the City of Rialto ("City") is pursuant to California Labor Code §3201.7(a)(3).

Nothing in this agreement diminishes the entitlement of a covered employee to compensation payments for total or partial permanent disability, Labor Code §4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

Local 3688 and City negotiated this Agreement by forming a partnership committee known as the Joint Labor Management team (JLM); the management team is comprised of (2) City Council members, (1) Executive Management staff member, (1) Human Resources Manager, and (1) Administrative Analyst; the labor team is comprised of (1) Board President and (3) Labor Representatives. The Labor representatives will be appointed by the Union and may be subject to reappointment during election periods.

The purpose of the JLM is to develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee and to ensure that the program terms and conditions are administered in harmony with this Agreement.

Article I: Purpose

The purposes of this Agreement are:

1. To provide active employees claiming compensable injuries under Division 4 of the California Labor Code ("Workers' Compensation Law") with an expedited procedure to resolve disputes in accordance with the provision of the Agreement and to facilitate those employees' prompt recovery and return to work;

2. To reduce the number and severity of disputes between Local 3688, City and covered employee, when those disputes relate to workers' compensation;

3. To provide workers' compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for Local 3688 and City;

4. To provide Local 3688 and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.

These purposes will be achieved by:

(a) Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c).

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Article II: Term of Agreement

The City and Local 3688 enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time for good cause, by mutual agreement or by act of the Legislature. The terminating party must give thirty (30) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

Article III: Scope of Agreement

1. This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals" (a) active employees (b) retirees and (c) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further disability or to reduce a prior award is filed after the effective date of this agreement. Existing medical treatment disputes prior to the date of this Agreement, may be included within the Program on a case-by-case basis, determined by the JLM. The scope of this Agreement does not apply to retirees that have a future medical dispute that is outside the five-year statute of limitations or Labor Code §5804.

2. Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

3. This Agreement is restricted to (a) establishing an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, (b) establishing an exclusive list of mediators to be used for legal dispute resolution of Covered

Individuals, (c) establishing a process for informal legal discovery in accordance with Article VII, in accordance with Labor Code §3207.1(c).

4. For purposes of this Agreement a "claimed injury" is one for which either (a) DWC-1 workers' compensation claim form has been filed with the City and Third Party Administrator ("TPA") or (b) an Application for Adjudication of Claim has been filed with the Workers' Compensation Appeals Board ("WCAB").

Article IV: Expedited Medical-Legal Process

1. Physicians who serve in the capacity as Independent Medical Examiners ("IME") pursuant to this Agreement will receive enhanced compensation for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

2. This Agreement does not constitute a Medical Provider Network ("MPN"). However, all employees must utilize the City's current MPN for treatment purposes during the time the City maintains and utilizes the MPN. The MPN is governed by Labor Code §4616 et seq. Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim. Pre-designation of a physician must comply with the requirements set forth in Labor Code §4600(d)(1).

3. All employees with a disputed medical issue as described in Article IV Paragraph 5 must be evaluated by an approved physician from the exclusive list of IME's. Should the employee claim injuries requiring more than one medical specialist, the employee shall be provided an IME appointment in each area of specialty. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the employee to a physician of the IME's choice, who need not be on the IME list or in the MPN. The consulting specialist charges are subject to the Official Medical Fees Schedule (OMFS). When using the services of an additional sub-specialist the agreed-upon thirty (30) day for appointments and thirty (30) day for reporting timeframes do not exist. The parties will make an effort to expedite the examination dates for the sub-specialist. The IME may not refer the employee to his treating physician for this purpose.

4. The exclusive list of IME's shall include the specialties as agreed upon by the parties.

5. An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, work restrictions, ability to return to work (including transitional duty), current and future medical care, and resolution of all disputes arising from utilization review, pursuant to Labor Code 4062(b). The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this Agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Article IV, Paragraph (10)(e), as set forth herein. The parties agree that if the covered member has different claimed parts of body, the appropriate IME in specialty will be utilized to address the different parts of body.

6. The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article IV Paragraph 5 above. Objections from the City shall be sent to the employee with a copy to the employee's legal representative if represented. Objections from the employee or employee's legal representative shall be sent to the employee's assigned claims examiner with a copy to the City and City's legal representative, if applicable.

7. Objections shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the claim automatically creates a dispute. Further, all denials and/or delays of benefits including decisions from Utilization Review modifying or denying medical treatment automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

8. The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the parties in writing.

9. The parties hereby agree that during the quarterly committee review meetings, the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide notice, in writing, to the other party of its request to add a physician to the list. The parties must mutually agree in writing to the addition of physicians to the IME list. A physician may only be deleted from the exclusive list of medical providers if s/he breaches the terms and conditions of the contract with the City or by written mutual agreement of the parties. The list shall be reviewed quarterly by the JLM from the execution date of the Agreement for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next internal review period of the JLM unless there is a breach of terms and conditions of the Agreement or by mutual written agreement of the parties.

10. Appointments:

a. City Risk Management/TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be sent to the employee and to his legal representative, if applicable.

b. The employee shall be responsible for providing City Risk Management/TPA with his/her work schedule prior to an appointment being made.

c. Compensation for attending medical appointments under this Agreement shall be consistent with existing City MOU and policy and practice.

d. Mileage reimbursement to covered employees shall be in accordance with Labor Code §4600(e) (2), unless City provides transportation.

e. For purposes of appointments, City Risk Management/TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time City Risk Management/TPA will resume using the first name on the list.

f. The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless the parties agree to a longer period of time.

11. The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement. Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this Agreement, notwithstanding Labor Code §4605.

12. Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

13. Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or non-medical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. If one party objects to the provision of any non-medical records to the IME, the party shall object within twenty (20) calendar days of the service of the records. Objection to the provision of non-medical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provision of the Labor Code.

14. The City's TPA shall provide to the IME records prepared or maintained by the employee's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issues(s). The City's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the employee and/or on his/her representative.

15. All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the employee or, if the employee is deceased, the employee's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

16. Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of Paragraph 15 and 16 of Article IV, the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to Paragraph 10(e). If a new examination is required, the party making the

communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.

17. If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

Article V: Mediation

1. Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The mediator helps the parties explore options and arrive at a mutually acceptable resolution of the dispute. The parties agree that WCAB retains jurisdiction to approve all settlements, awards, and orders achieved through mediation.

2. Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to proceed.

3. The mediation process shall only be triggered when both parties are represented; the mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132(a), discovery disputes, and questions involving jurisdiction.

4. It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Paragraph 3 of Article V is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be deemed appropriate for mediation in accordance with the provisions of the Agreement.

5. Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is provided within the fifteen (15) calendar day period, the request shall be deemed to have been rejected. Any response to a request to mediate from the City shall be sent to the employee with a copy to the employee's legal representative. Any response to a request to

medicate from the employee or employee's legal representative shall be sent to the employee's assigned claims examiner with a copy to the City and City legal representative.

6. If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be assigned to a mediator from the approved Mediator Panel.

7. mediator by starting with the first name from the Mediator Panel and continuing down the list, in order, until the list is exhausted, at which time City Risk Management/TPA shall resume using the first name on the list. City Risk Management/TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.

8. Mediators will be paid at a rate of $300.00 per hour. All costs associated with the mediation shall be paid by the City.

9. Within five (5) calendar days of the selection of a mediator, the selected mediator shall be notified by the City Risk Management/TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

10. The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule mediation within this forty-five (45) calendar day period, a new mediator shall be selected from the Mediator Panel from the next mediator available on the list, pursuant to the provisions of Paragraph 7.

11. The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

12. Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue. Mediation briefs should be submitted to the mediator no later than ten (10) calendar days prior to the mediation. No specific format for a mediation brief is required. Mediations briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

13. If the mediation is successful at resolving the dispute, a summary of the mediation shall be prepared by the Mediator, setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, length of time of the mediation, and the resolution or settlement reached. A copy of this Mediation Summary shall be served upon the employee, the employee's legal representative, to the employee's assigned examiner, and to City Risk Management and the City's legal representative.

14. If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the Rules and Regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

15. Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed, with respect to said issue or issues, with the WCAB until completion of the mediation process, as set forth above.

Article VI: Discovery

1. Covered individual shall provide City Risk Management/TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the employee's claim, when requested. If the employee fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation. This Article does not supplant or diminish the parties' right to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.

2. This Agreement does not preclude a formal deposition of a covered employee or an IME when necessary. Attorney's fees for depositions of covered employees shall be paid at the rate of $325 per hour, consistent with Labor Code §5710. This rate of reimbursement for attorney's fees for depositions of covered employees is subject to an annual review to determine if adjustments to said rate of reimbursement should be made. There shall be no attorney's fees for depositions of physicians or IME's.

Article VII: General Provisions

1. This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

2. This Agreement shall be governed and construed pursuant to the laws of the State of California.

3. This Agreement, including all attachments and exhibits, shall not be amended, nor any provisions waived, except in writing signed by the parties which expressly refers to this Agreement.

4. If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

5. [RESERVED]

6. Notice required under this Agreement shall be provided to the parties as follows:

City: City Administrator (or designee)
150 S. Palm Ave.
Rialto, CA 92376

Local 3688: Union President (or designee)
Rialto Firefighter's Association Local 3688

150 S. Palm Ave.
Rialto, CA 92376

APPENDIX B1 TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIALTO AND
THE RIALTO PROFESSIONAL FIREFIGHTERS LOCAL 3688

PERSONAL PROTECTIVE EQUIPMENT (Effective until June 30, 2019)

The City of Rialto shall provide safety employees of the Union with Personal Protective Equipment ("PPE"), including, but not limited to, the following:

All PPE must meet the NFPA requirement specific to each item.

Structural Firefighting Gear:
(2) Coats
(2) Pants
(2) Pairs of Gloves
(2) Hoods
(1) Pair of Boots (Pro Warrington 5006 or equivalent)
(1) Helmet with Eye Protection and ID Shield
(1) SCBA Mask
(1) Flashlight (Streamlight Polytac 90 or equivalent)

Wildland Firefighting Gear:
(1) Coat
(1) Pant (BDU Workrite pants Navy Blue 428NX-75-NB or equivalent)
(1) Helmet with Eye Protection
(1) Pair of Gloves
(1) Face/Respiratory Protection
(1) Pair of Boots (White's Boots Original Smoke Jumpers or equivalent)
(1) Web Gear with Hydration Pack
(1) Fire Shelter

APPENDIX B2 TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIALTO AND
THE RIALTO PROFESSIONAL FIREFIGHTERS LOCAL 3688

PERSONAL PROTECTIVE EQUIPMENT (Effective July 1, 2019)

The City of Rialto shall provide safety employees of the Union with Personal Protective Equipment ("PPE"), including, but not limited to, the following:

All PPE must meet the NFPA requirement specific to each item.

Structural Firefighting Gear:
(2) Coats
(2) Pants
(2) Pairs of Gloves
(2) Gore Particulate Hood
(1) Pair of Boots (Pro Warrington 5006 or equivalent)
(1) Helmet with Eye Protection and ID Shield
(1) SCBA Mask
(1) Flashlight (Streamlight Polytac 90 or equivalent)

Wildland Firefighting Gear:
(1) Coat
(2) Pant (Crewboss BDU Nomex IIIA Pants) or equivalent
(2) Shirt (Crewboss Nomex IIIA Brush Shirt) or equivalent
(1) Helmet with Eye Protection
(1) Pair of Gloves
(1) Face/Respiratory Protection
(1) Pair of Boots (White's Boots Original Smoke Jumpers or equivalent)
(1) Mystery Ranch Shift Plus 900 Wildland Pack or equivalent
(1) Fire Shelter

Miscellaneous Gear:

(2) EMS Pants (TECGEN Level 1 Rescue Pants) or equivalent
(1) 511 First Responder Jacket or equivalent

The City of Rialto shall provide non-safety employees of the Union with Personal Protective Equipment ("PPE"), including, but not limited to, the following:
(1) Portwest Hi-Vis Traffic Jacket or equivalent
(1) EMS pants (TECGEN Level 1 Rescue Pants) or equivalent

"Equivalent"- If the stated Personal Protective Equipment (PPE) is discontinued then the City will provide an equivalent PPE based on the discontinued equipment's dollar amount.