

RESOLUTION NO. 25-4818

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING, ADOPTING AND IMPLEMENTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA FIRE MANAGEMENT ASSOCIATION FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2026

WHEREAS, the City of Murrieta (“City”) endeavors to recruit and retain the most qualified and talented employees to serve its citizens; and

WHEREAS, the compensation and benefits offered by the City to its employees are designed to aid in the City’s employee recruitment and retention efforts; and

WHEREAS, Section 36506 of the California Government Code requires that the City Council of the City fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, the most recent Memorandum of Understanding (“MOU”) between the City and the Murrieta Fire Management Association (“MFMA”), adopted by City Council Resolution No. 19-4098 covering the period July 1, 2019 through June 30, 2023 (“MFMA MOU 2019-23”) expired June 30, 2023; and

WHEREAS, the City and MFMA met and conferred in good faith and reached a Tentative Agreement on a fair and equitable package of total compensation for a successor MFMA MOU for the period July 1, 2023 through June 30, 2026 (“Tentative Agreement”), pursuant to the Meyers-Milias-Brown Act (“MMBA”) (Government Code sections 3500-3511) and the City’s Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the members of the MFMA voted to ratify the Tentative Agreement, and the labor representatives of the City and the MFMA executed the Tentative Agreement for a successor MFMA MOU 2023-26; and

WHEREAS, the City Council approved the Tentative Agreement for a successor MFMA MOU 2023-26 between the City and the MFMA on June 20, 2023, through adopting Resolution No. 23-4692, which provided for changes to employee compensation and benefits pending drafting, approval, and adoption of a successor MFMA MOU; and

WHEREAS, the City and MFMA met and conferred in good faith pursuant to the terms of the Tentative Agreement and Resolution No. 23-4692 regarding drafting the successor MFMA MOU for the period July 1, 2023, through June 30, 2026, pursuant to MMBA Section 3505.1 and the City’s Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the City and MFMA have prepared and executed the successor MFMA MOU for the period July 1, 2023, through June 30, 2026, subject to City Council approval, adoption, and implementation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The successor MFMA MOU for the period July 1, 2023 – June 30, 2026, a fully executed copy of which is attached hereto as Exhibit A, is approved, adopted, and implemented effective April 1, 2025.

Section 3. The City Manager is hereby authorized and directed to implement the provisions of the MFMA MOU for the period July 1, 2023 – June 30, 2026, including the resulting changes to employee compensation and benefits not previously implemented by the Tentative Agreement.

Section 4. The City Clerk shall certify the adoption of this resolution effective April 1, 2025.

PASSED, APPROVED, AND ADOPTED this 1st day of April 2025 by the City Council of the City of Murrieta, State of California.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4818 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 1st day of April 2025, and was signed by the Mayor of said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MURRIETA
AND
THE MURRIETA FIRE MANAGEMENT
ASSOCIATION**



JULY 1, 2023 THROUGH JUNE 30, 2026

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MURRIETA AND
THE MURRIETA FIRE MANAGEMENT ASSOCIATION**

JULY 1, 2023 THROUGH JUNE 30, 2026

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SECTION 1 ADMINISTRATION

ARTICLE 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employment between employees represented by the MURRIETA FIRE MANAGEMENT ASSOCIATION (hereinafter referred to as the "ASSOCIATION") represented by their negotiations team and the City of MURRIETA, hereinafter referred to as "CITY", represented by the City of Murrieta City Manager.

ARTICLE 1.02 RECOGNITION

The CITY recognized the ASSOCIATION as the exclusive majority representative bargaining agent for all employees assigned to the position of Battalion Chief (including Battalion Chiefs assigned by the Fire Chief as Division Chief), on August 18, 2008, pursuant to Resolution 92-030.

ARTICLE 1.03 REPRESENTED POSITIONS

The following positions are covered by this MOU:

Fire Battalion Chief

Fire Battalion Chief on Administrative Assignment Pursuant to Article 2.10

Fire Division Chief

ARTICLE 1.04 IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council following the ratification of the MOU by the members of the ASSOCIATION. This MOU is of no force or effect unless or until adopted by the City Council.

ARTICLE 1.05 TERM OF MOU

The term of this MOU shall be from January 1, 2023, through June 30, 2026.

Negotiations for a successive term shall begin as mutually agreed upon by the CITY and the ASSOCIATION. Furthermore, at the first negotiation session, the ASSOCIATION shall provide a written proposal for any proposed changes to this MOU.

Upon the expiration of this MOU, its provisions shall remain in full effect until either a successor MOU tentative agreement or MOU is negotiated or impasse is declared.

ARTICLE 1.06 RE-OPENERS

Should economic conditions change significantly, positively or negatively, either the CITY or the ASSOCIATION reserves the right to reopen negotiations. The parties agree, however, that this option may be exercised only after the first year of the MOU. In the event this option is exercised, the CITY or ASSOCIATION shall submit written notice to the other party requesting a meeting and outlining the specific issues to be discussed.

The parties further agree to meet and confer on the following new items:

1. Implementation of the Retiree Medical Trust.
2. Update to the City Employer-Employee Resolution and/or local labor relations rules and procedures.
3. Update Personnel Rules.
4. Update Fire Department Manuals and Policies.

ARTICLE 1.07 UNFAIR EMPLOYEE RELATIONS PRACTICE

It is agreed that it shall be an unfair employee relations practice for the CITY and/or the ASSOCIATION or its representatives:

- A. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this MOU.
- B. To refuse to meet and confer in good faith with the ASSOCIATION, or its representatives to refuse to meet and confer in good faith with the CITY on matters within the scope of representation.

ARTICLE 1.08 MANAGEMENT RIGHTS

The ASSOCIATION recognizes the prerogative of the CITY and the Chief of Murrieta Fire & Rescue to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authority, which the CITY has not officially abridged, delegated, or modified by this MOU and such powers or authority are retained by the CITY. These management rights include but are not limited to the following:

- A. To utilize personnel, set hours of work and work schedules, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of Murrieta Fire & Rescue (hereinafter referred to as the "MURRIETA FIRE & RESCUE" or "MFR").
- C. To hire, schedule, promote, transfer, assign, train, or retrain employees in positions within MFR.

- D. To suspend, demote, discharge, or take other appropriate disciplinary action against the employee for just cause.
- E. To determine the size and composition of the work force and to lay off employees.
- F. To determine the mission of MURRIETA FIRE & RESCUE and the methods and means necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; and the utilization of students and/or temporary limited term part-time emergency provisional or seasonal employees.
- G. The CITY has the right to schedule overtime as required in the manner most advantageous to the CITY and consistent with the requirements of the CITY employment in the public interest.
- H. It is understood by the parties that every incidental duty is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
- I. **Contracting and Subcontracting** - The ASSOCIATION recognizes that the CITY has statutory rights and obligations in contracting for matters relating to CITY operations. The right of contracting or subcontracting is vested in the CITY, including the exercise of said contracting and subcontracting rights in the event of an emergency or essential public need or where it is uneconomical for CITY employees to perform said work.
- J. The CITY retains the right to establish reasonable work rules of conduct. Any dispute with respect to these work rules shall not be subject to arbitration of any kind, but any dispute with respect to the reasonableness of the application of said rules may be subject to the grievance and arbitration procedures as set forth in this MOU.

Any dispute with respect to MANAGEMENT RIGHTS shall not in any way be subject to arbitration.

ARTICLE 1.09 EMPLOYEE RIGHTS

It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, rules and regulations:

- A. The right to form, join, and participate in activities of employee organizations of their own choosing for the purpose of representation on matters of their employee relations with the CITY or not to join or participate in the activities of any organization.

- B. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations with respect to their membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

ARTICLE 1.10 PROBATION PERIOD

- A. All newly hired employees represented by the ASSOCIATION shall serve a twelve (12) month probation period commencing on the designated effective date of employment.
- B. Any former employee recalled from a lay-off action shall serve a six (6) month probation period commencing on the designated effective date of employment.
- C. All employees serving a probation period shall, in accordance with CITY policies, receive performance evaluation during his or her probation period. However, probationers shall not be eligible for merit increases before the twelfth (12th) month of their probationary period.
- D. Probationary employees shall have no grievance rights under Article 4.03 of this MOU.
- E. Internal promotional appointments retain grievance rights under this MOU. However, internal promotional appointments cannot grieve failure to pass probation.

ARTICLE 1.11 EXTENSION OF PROBATION

An employee's probationary period can be extended for the following reasons:

1. The employee was on a leave of absence without pay for any workdays during probation. The employee's probationary period shall be extended for the number of workdays the employee was on leave of absence without pay.
2. The employee was unable to work due to an industrially caused injury or illness. The employee's probationary period shall be extended for the number of workdays the employee was unable to work due to the industrially caused injury or illness.
3. Based on the discretion of the Fire Chief with the approval of the Human Resources Department, the employee's probationary period may be extended up to six (6) months in three-month increments. If this decision is made, the City will inform the probationary employee in writing that their probation has been extended

prior to any extension and will inform the employee of the new date upon which their probationary period will end.

SECTION 2 COMPENSATION

SUBSECTION A WAGES

ARTICLE 2.01 COMPENSATION

- A. Effective the first full pay-period in July 2023 or the first full pay period after City Council approval of a TA or MOU, whichever is later, the base pay of all represented employees will be increased by a cost-of-living-adjustment (COLA) of four percent (4.0%). In addition, the base pay of all represented employees will be increased by a market compensation equity adjustment of five percent (5%). These two adjustments shall not be compounded and represent a total nine percent (9%) salary increase.
- B. Effective the first full pay-period in July 2024, the base pay of all represented employees will be increased by a cost-of-living-adjustment (COLA) of four percent (4.0%). If revenues fall by more than 5% below FY 2023-24 budget, the City can reopen the MOU to discuss modifications to the COLA.
- C. Effective the first full pay-period in July 2025, the base pay of all represented employees will be increased by a cost-of-living-adjustment (COLA) of four percent (4.0%). If revenues fall by more than 5% below FY 2024-25 budget, the City can reopen the MOU to discuss modifications to the COLA.
- D. All employees will be eligible for merit reviews and corresponding salary advancements, if any (up to top step) on an annual basis.
- E. If there is a promotion into the bargaining group that results in a newly promoted employee being compensated at the same salary step as another more senior employee serving in the same job classification and if the senior employee has been in that job classification for at least one full year and is not subject to a Performance Improvement Program or similar review period, then the senior employee shall receive an increase to the next higher step. The date of this increase shall become the new annual review date for those senior employees
- F. At the discretion of the City Manager, the Division Chief, and Battalion Chiefs may be eligible to perform mutual aid assignments. If and when the Division Chief, or Battalion Chiefs are assigned to a mutual aid emergency incident, they will be compensated at their base hourly rate of pay for all hours worked, portal to portal, beginning at the time of dispatch until return to home base. When allowed by the

terms of the governing mutual aid agreement, the Division Chief, and Battalion Chiefs may be compensated at a rate of time and one-half the base hourly rate of pay for all hours worked, portal to portal, beginning at the time of dispatch until return to home base.

- G. **Longevity Pay.** The base pay of all represented employees with fifteen (15) full years of CITY sworn service shall receive a two percent (2%) base salary increase and those with twenty (20) full years shall receive an additional three percent (3%) base salary increase (for a combined total of 5%).

ARTICLE 2.02 TOTAL COMPENSATION

The City endeavors to maintain salaries and benefits that are comparable in the local market to attract and retain qualified employees.

- A. **Comparable Cities.** The CITY and ASSOCIATION agree that, when collecting information regarding total compensation or elements of total compensation, the following agencies will be surveyed:

Cathedral City, Corona, Chino Valley Fire District, Escondido, Hemet, Ontario, Orange, Palm Springs, Redlands, and San Marcos.

- B. **Total Compensation Survey Categories.** The combination of salaries and benefits is known as total compensation. The CITY and ASSOCIATION agree that total compensation shall consist of the following:

Base Salary (Top Step), retirement contribution (Member contribution paid by Employee, Member contribution paid by Employer, and Employer contribution paid by Employee), health contribution, uniform allowance, paramedic pay, and education incentive.

ARTICLE 2.03 OVERTIME HOURS

A. Fifty-Six Hour Personnel:

1. All authorized hours worked in excess of the assigned work period shall be compensated at the rate of time and one-half the employee's regular rate of pay. Pursuant to Section 7(k) of the Fair Labor Standards Act, the work period for employees assigned to 24-hour shifts and working the "3 in 9" schedule consists of 27-day periods which coincide with the current 27-day schedule.
2. Fifty-six (56) hour personnel are defined as those full-time, paid fire suppression Battalion Chiefs assigned to 24-hour shifts.

3. One hundred and six (106) hours shall be paid at the employee's regular salary rate, and 6.308 hours shall be paid at the overtime rate of one and one half (1.5) times the employee's regular rate, in each bi-weekly pay period.
 4. Forty (40) hour personnel are defined as the Fire Division Chief and those full-time, 40-hour personnel on Administrative Assignment pursuant to Article 2.10. These members may be called upon to work as first responders.
- B. The Chief may prescribe overtime work to meet operational needs. Such overtime work shall be compensated at the rate of time and one-half the employee's regular rate of pay. The CITY will assign overtime work equally insofar as possible among the employees within the workforce and within their assignments. In this regard, MFR and the Association agree to use scheduling software for such purposes.
- C. Shift personnel held over at the end of their tour of duty shall be compensated at time and one-half in multiples of 12 minutes (.2 hours).
- D. With the approval of the Fire Chief, overtime in excess of 48 consecutive hours may be worked.
- E. As deemed necessary by the Fire Chief, mandatory overtime shall be required of all MFR/CITY employees in those situations when a vacancy cannot be filled.
- F. All hours count as hours worked for the purpose of calculating an employee's overtime rate. Except, the trading of work time (shift trading) between employees shall be permitted in accordance with MFR policy and FLSA rules, however any traded "time worked" shall be excluded in the calculation of the hours for which the employee is entitled to overtime compensation.

ARTICLE 2.04 COMPENSATORY TIME

In lieu of overtime pay, an employee, at the employee's option, may be compensated with compensatory time off ("Comp Time" or "CTO") at the rate of one and one-half times the employee's regular hourly rate of pay. An employee may accumulate a maximum of 120 hours of compensatory time. Once an employee accrues 120 hours of compensatory time, any additional overtime hours will be paid to the employee in the pay period earned. Employees will not be allowed to accrue compensatory hours beyond the 120-hour maximum.

- A. Employees shall be entitled to cash out accrued CTO twice yearly (in June and December), but they must first irrevocably designate in writing the amount of leave to be cashed out in the calendar year preceding the cash-out. Cash-out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form. These requests shall be made in writing to the Finance Department via the chain of command.

- B. An employee who has accrued CTO shall, upon termination of employment, be paid for all unused compensatory time. This pay out shall be at the employee's final regular rate of pay.

ARTICLE 2.05 CALL BACK PAY

- A. Duty. Any employee who left their scheduled place of work and is called back to duty shall receive a minimum of four (4) hours compensation at the rate of time and one-half the employee's regular rate of pay. Reporting early for a tour of duty or an extension of a tour of duty shall not qualify for this minimum.
- B. Training and Meetings. Any employee who has left their scheduled place of work at the end of their assigned shift and is called back at any time for the purposes of training or a meeting, mandatory or otherwise, called by the Fire Chief or City Manager or their designee(s) shall receive compensation at the rate of time and one-half for the length of the training or meeting or minimum of one (1) hour. This one (1) hour minimum does not apply to emergency duty callback as presented in the above paragraph. Reporting early for a tour of duty or an extension of a tour of duty shall not qualify for this minimum.
- C. Travel Time. Any employee who left their scheduled place of work and is called back to work may be compensated for travel time to return to work at a rate of time and one-half (1.5) of the employee's regular rate of pay, for the actual time of travel, up to a maximum of one (1) hour.

ARTICLE 2.06 WORKING OUT OF CLASSIFICATION

- A. A "working out of class" shift shall be defined as twelve (12) hours or more. The four (4) consecutive shifts are not inclusive within a single month and may carry over to the following month and continue until a break in the "working out of class" occurs.
- B. Employees who are assigned and/or work on a temporary basis at the duties of a higher classification for a continuous period of 14 days or longer, or 4 consecutive shifts or longer shall receive 5% of the regular pay in addition to the employee's regular pay for the qualifying 4 consecutive shifts and for that period of time worked which exceeds a continuous period of 14 days or longer than 4 consecutive shifts until such time as a break in the "working out of class" occurs.
- C. In determining whether the employee has worked 4 consecutively scheduled shifts, absence for any reason, except absence due to regular holiday, regularly scheduled day off, vacation, illness or injury, shall break consecutiveness and thereby cause an employee to be ineligible to receive acting time pay.

The four (4) consecutive shifts would be broken by leave without pay and/or trade time of twelve (12) hours or more for any one occurrence. Educational Leave, as provided in Article 3.12, will not break the consecutive shift provision.

- D. Once the waiting period is met, pay is retroactive to the start of the working out of classification date. Pay for acting out of classification will typically be paid on the pay period following qualification.
- E. The CITY shall determine the necessity for employing individuals in an acting capacity.
- F. From time to time out-of-classification training positions may be offered. These training positions will not receive out-of-classification pay. Any member who does not want to take advantage of this opportunity for advancement training may decline an offer and remain in their current job and current classification.
- G. For employees working out-of-classification or serving in a temporary assignment in classifications governed by the Management and Confidential employee group, the compensation for such assignment shall be based on the provisions set out in Section 1.16 of the Management and Confidential Compensation Plan.

ARTICLE 2.07 UNIFORM ALLOWANCE

- A. The CITY shall pay each represented employee \$1,850 for the purchase and maintenance of required uniforms. The allowance will be paid equally across all payroll periods in the fiscal year and reported to CalPERS as an aggregate amount for each pay period per CalPERS Circular Letter 200-050-19 dated October 30, 2019.
- B. The CITY will not pay extra for uniforms or personal clothing damaged in the line of duty unless approved by the Fire Chief or their designee.
- C. Pursuant to subdivision (c)(7) of Gov. Code section 7522.34, all employer-provided allowances, reimbursements, or payments made for uniforms are not reportable to CalPERS for new members under PEPRA.

ARTICLE 2.08 BILINGUAL PAY

The CITY has established a bilingual pay program that will provide an additional two and one-half percent (2.5%) of base pay for eligible members of the ASSOCIATION who are fluent in the Spanish Language. The 2.5% bilingual pay shall be calculated on base salary. The number of members to be eligible shall be determined by the CITY. To become qualified an employee must be certified by the City Manager or their designee after the employee successfully passes a verbal conversation examination by the CITY in cooperation with the ASSOCIATION.

ARTICLE 2.09 EDUCATIONAL PAY INCENTIVE

The Fire Division Chief, Fire Battalion Chiefs, and the Fire Battalion Chief on Administrative Assignment pursuant to Article 2.10 who have passed probation and attained appropriate educational and professional qualifications as follows shall be paid a sum in addition to their base pay as follows:

5% - Bachelor's Degree

Compensation will be calculated on base salary. Degrees must be directly related to the performance of the duties associated with the classification.

ARTICLE 2.10 ADMINISTRATIVE ASSIGNMENTS

The parties agree to meet and confer during the term of this MOU to review this entire section and ensure consistency with Working Out of Class Pay (Article 2.06) and other relevant provisions. This review will include cross-referencing other provisions to maintain alignment and avoid conflicting language. The ASSOCIATION seeks to reference Article 2.13 (Forty-Hour Assignment Pay) from the Murrieta Firefighters Association MOU. This reference pertains to the calculation methods used for Administrative Assignment compensation, overtime, force hire, and leave hour conversions, which the parties have previously discussed. The objective is to address and potentially resolve any outstanding issues regarding these calculations.

The Fire Chief may move Battalion Chiefs (BC's) into and out of an Administrative Assignment. BC's moved into an Administrative Assignment will commit to a minimum twelve (12) month assignment and will be compensated at the Fire Battalion Chief plus a ten percent (10%) Special Assignment Pay (10% of base pay, before any allowable FLSA overtime) and will be assigned a Department vehicle. The CITY reserves the right to extend the duration of an Administrative Assignment with ten (10) days' notice based upon operational need.

ARTICLE 2.11 TECHNICAL RESCUE INCENTIVE PAY

Employees who are technical rescue/truck certified and who maintain technical rescue/truck certification shall receive a stipend in an amount equal to \$300 per month paid over 24 pay periods.

ARTICLE 2.12 USAR, SWAT, AND INVESTIGATOR PAY

Employees assigned to USAR, SWAT Medic, and Fire Investigation shall be paid at their 40-hour overtime rate while assigned outside of their normal duty day.

SUBSECTION B BENEFITS

ARTICLE 2.13 HEALTH BENEFITS (MEDICAL, DENTAL, AND VISION)

A. CAFETERIA PLAN

The City of Murrieta is a contracting agency for participation in the Public Employees' Medical and Hospital Care Act ("PEMHCA"). Government Code § 22892 provides for a minimum employer contribution ("MEC") for enrolled employees, which minimum contribution is subject to change from calendar year to calendar year by CalPERS under the statute. The monthly MEC per employee is \$158 for 2025.

Effective July 7, 2019, the City's contribution shall increase by \$100.00.

1. Up to \$933.43 of the of the Cafeteria Plan may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable "Cafeteria Plan" expenditures, such as medical premiums, and Flexible Spending Account contributions.
2. Cash-in-lieu is not permitted.
3. Deferred Compensation contributions are not permitted.

Each month, the City shall fund a Section 125 cafeteria plan on behalf of each employee in an amount equal to the lowest-cost HMO family plan in the CalPERS Region 3 area (excluding HealthNet Salud Y Mas), plus \$244, plus \$100 in lieu of a taxable cash payment. The contribution includes the MEC amount.

In the event that the lowest-cost family premium in the Region 3 area (excluding HealthNet Salud Y Más) increases from one calendar year to the next, the above calculation shall be redone using the new lowest-cost HMO family plan to determine the required City contribution amount. However, the amount that can only be used for health insurance (\$933.43 per month) will not change.

For calendar year 2025, the City shall fund a Section 125 cafeteria plan on behalf of each employee in the amount of \$2,263.09 per month, which includes the MEC amount. This cafeteria plan contribution amount is the sum of the monthly premium for the lowest-cost HMO family plan in the CalPERS Region 3 area (Blue Shield Trio - \$1,919.09), plus \$244, plus the \$100 in lieu of a taxable cash payment.

The employee will pay any additional cost based on their chosen plan coverage.

B. CONTINUATION UPON RETIREMENT

As regards to retirees, the following shall apply:

1. **Employees hired prior to January 1, 2010** - Eligible retirees who are enrolled in a CalPERS medical plan shall receive the required monthly minimum employer contribution mandated by PEMHCA plus a monthly contribution to a Retiree Healthcare Savings Plan (RHS), which added together equals \$833.43. For example, if the minimum required PEMHCA contribution is \$136.00 then the RHS contribution shall be \$697.43. Benefits under this section shall be paid to the retiree or their spouse for the duration of their respective lifetimes.
2. **Employees hired on or after January 1, 2010 (who have 10 complete years of service at the time of retirement)** - Employees hired on and after January 1, 2010, and who thereafter retire from CITY service with a minimum ten (10) complete years of service with the CITY, and who are enrolled in a CalPERS medical insurance plan, shall receive CITY-funded medical insurance for the retiree and eligible dependents, in an amount not to exceed \$360.00 per month up to the date of eligibility to receive Medicare (the \$360.00 maximum amount is computed by adding the PEMCHA minimum payment mandated from time to time by the Act to a RHS contribution, which shall when totaled equal \$360.00 per month). Upon employee eligibility for Medicare, the CITY contribution to medical insurance shall be in the MEC amount.
3. **Employees hired on or after January 1, 2010 (who have fewer than 10 complete years of CITY service at the time of retirement)** - For those employees hired on and after January 1, 2010, who then retiree from CITY service with fewer than ten (10) full years of CITY service, and who are enrolled in a CalPERS medical insurance plan, the CITY medical insurance contribution shall be equivalent to the PEMCHA MEC amount.

C. DENTAL INSURANCE

The CITY agrees to provide a dental and orthodontic dental benefit plan for all Employees. The CITY also agrees to pay monthly premium payments for each employee.

D. VISION INSURANCE

The CITY agrees to provide vision insurance for all represented employees and their dependents. The CITY will pay the full premium for the plan per employee per month.

ARTICLE 2.14 LIFE INSURANCE

The CITY agrees to provide life insurance coverage equal to one year of base salary for all employees through an insurance company selected by the CITY. The CITY shall pay the full monthly premium for said life insurance.

ARTICLE 2.15 LONG-TERM DISABILITY

- A. Long-Term Disability. The CITY agrees to provide long-term disability insurance coverage through an insurance company selected by the CITY. The CITY shall pay the full monthly premium for this insurance.
- B. Short-Term Disability. The CITY agrees to provide short-term disability insurance coverage through an insurance company selected by the CITY. The CITY shall pay the full monthly premium for this insurance.

ARTICLE 2.16 NOTIFICATION OF BENEFIT VENDOR CHANGE

The CITY shall notify the ASSOCIATION, in writing, at least thirty (30) days prior to changing the vendor providing any benefit in this section of the MOU.

ARTICLE 2.17 TUITION REIMBURSEMENT

After twelve (12) months of full-time employment with the CITY, regular full-time employees shall be eligible for reimbursable expenses for approved courses completed at accredited educational institutions provided:

- A. Courses are satisfactorily completed.
- B. Appropriate proof of successful completion is submitted to the Human Resources Department.
- C. The Fire Chief has determined that the course of instruction will enable the employee to perform his or her present duties more effectively and will prepare them for future opportunities into which they could reasonably expect promotion or transfer within MFR.
- D. The hours of instruction do not conflict with the employee's regularly scheduled work day. When hours do conflict, the employee may be excused as indicated above in Article 3.12.
- E. Eligible expenses include tuition, books, parking, lab, and other appropriate class required materials/fees.
- F. Up to \$3,450 per employee, per fiscal year may be reimbursed for direct expenses. Direct expenses include tuition, books, parking, lab, and other appropriate class required materials/fees. In consideration for those employees registered in an

accredited accelerated academic program, the maximum reimbursable amount of eligible expenses shall increase to \$6,900 per employee per fiscal year. The maximum amount an employee may receive in tuition reimbursement during the course of their employment shall be \$13,800.

- G. An accredited institution shall be defined as any technical, vocational, college, university, or business school, which has been accredited by a recognized governmental or professional accrediting body and has been approved by the Administrative Services Director.

1. Application process

Employees shall submit a Tuition Reimbursement Request to the Fire Chief. The Fire Chief will review the request for compliance with CITY policies and either approve or deny the request. If the request is denied, the Fire Chief will state the reason for denial. The Fire Chief shall forward the completed form to the Administrative Services Director for review to ensure compliance with CITY policy. The Administrative Services Director shall forward one copy of the completed form to the employee.

Employees who are eligible for educational assistance from sources outside the CITY shall be restricted in their participation in this program. Such restriction shall be limited to an amount that is the difference between the maximum amount available under this program less the amount the employee is eligible for from outside sources. Financial assistance from outside sources shall include scholarships, fellowships, educational grants and benefits payable from the federal, state, and local government.

The Administrative Services Director shall maintain records of those employees participating in the Tuition Reimbursement Program including the academic performance of employees and total reimbursement per employee.

2. Reimbursable Expenses

Employees shall be eligible for reimbursement of tuition, textbooks, registration fees and laboratory fees related to an approved course of instruction.

3. Non-reimbursable Expenses

Employees shall not be eligible for reimbursement of late registration penalties or fees, transportation costs, parking, interest or any other charge not specified as reimbursable in this section.

4. Application for reimbursement

Employees who successfully complete an approved course shall submit a request for reimbursement to the Human Resources Department. Such requests must include receipts for all items for which the employee wishes to be reimbursed and a copy of the final grade report with a grade of C or higher. The Human Resources Department shall attach the required documentation to the Tuition Reimbursement Request and forward one copy to the Finance Department for processing. The Finance Department shall prepare a reimbursement check payable to the employee and forward the check to the Human Resources Department for distribution to the employee. Said check shall be processed as part of the CITY's regular payroll schedule.

5. Repayment of Tuition Reimbursement

As part of the Tuition Reimbursement Request, the employee shall agree that upon voluntary termination of employment within thirty-six (36) months following receipt of a tuition reimbursement, there shall be a deduction from their final check in an amount equal to the tuition reimbursement prorated over the thirty-six (36) month period from the date of reimbursement.

6. If at any time an employee withdraws from a class, he/she will notify the CITY and Human Resources Department of the drop within 5 working days.

ARTICLE 2.18 DEFERRED COMPENSATION PLAN

- A. For those employees participating in a CITY-sponsored 457(b) Deferred Compensation Plan, the CITY shall contribute a matching amount on a dollar-for-dollar basis to a CITY sponsored 401(a) account, not to exceed \$2,400 per calendar year.

In no case shall the CITY's match exceed limits established by the Internal Revenue Service.

ARTICLE 2.19 RETIREMENT PLAN

- A. The CITY shall continue to make contributions to the California Public Employee Retirement System ("CalPERS") in accordance with the CITY's contract with CalPERS.

Tier 1 Safety Plan – Association Members as Determined by CalPERS

1. **Benefit Formula:** 3% @ 50

The CITY's CalPERS contract shall provide for Section 21362.2 benefits (3% @ age 50) for safety employees.

2. **Final Average Compensation Period.** Effective 7/1/2002 the CITY amended its CalPERS retirement contract to provide for Section 20042 benefits. The Final Average Compensation Period is one year.
3. **Employee Contribution Rate.** The City paid the full 9% required employee contribution to CalPERS until January 15, 2011. Effective January 16, 2011, the City's employer paid member contribution changed to 7.1%, and employees paid the remaining 1.9% through a pre-tax payroll deduction. Effective, July 15, 2012, the CITY paid the entire 9% employee contribution. Effective October 7, 2012, represented employees shall pay the full 9% towards the employees' contribution rate to CalPERS on a pre-tax basis.

PEPRA Safety Plan – Association Members Hired on or after January 1, 2013

1. The California Public Employees' Pension Reform Act of 2013 ("PEPRA") established new CalPERS benefit formulas, final compensation period, and contribution requirements for "new" employees.
2. **Benefit Formula:** 2.7% @ 57
3. **Final Average Compensation Period.** The Final Average Compensation Period is three years for the CalPERS PEPRA Safety Plan.

ARTICLE 2.20 RETIREE MEDICAL TRUST FUND

The CITY acknowledges that the ASSOCIATION has entered into an agreement with the IAFF Medical Expense Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust or its successors (hereafter, the "Trust"). The purpose of the Trust is to provide for retiree health expense reimbursement benefits. The Trust shall be and remain separate and apart from any CITY health insurance funding program, unless changed by mutual agreement of the CITY and the ASSOCIATION.

- A. **DEFINED CLASS OF EMPLOYEES RECEIVING CONTRIBUTIONS.** The "Defined Class" of employees receiving contributions to the Trust, as set forth below, consists of all employees of the City of Murrieta represented by the ASSOCIATION and entered the ASSOCIATION on or after July 1, 2023. The Defined Class shall be identified in two cohorts:
 1. Employees hired by the CITY prior to January 1, 2010 (hereafter, "Tier 1"); and
 2. Employees hired by the CITY on or after January 1, 2010 (hereafter, "Tier 2")
- B. **EMPLOYEE CONTRIBUTION AMOUNT.** The CITY and the ASSOCIATION agree that effective the first full pay period after City Council approval of this Memorandum of Understanding, the CITY shall withhold a mandatory employee contribution of \$200 per month on a pre-tax basis from the pay of every employee in Tier 1 and Tier 2 of the Defined Class and shall transmit such contributions to

the Trust pursuant to the requirements in Section F below. No employee in the Defined Class shall be permitted to opt-out of the mandatory employee contributions or receive any portion of the contribution in cash.

C. EMPLOYER CONTRIBUTION AMOUNT. The CITY and the ASSOCIATION agree that effective the first full pay period after City Council approval of this MOU, the CITY shall cease making CITY contributions to the 401(a) Retirement Plan as required by Article 2.18 of this MOU and shall make an equivalent mandatory CITY contribution of \$200.00 per month on a pre-tax basis for every employee in Tier 1 and Tier 2 of the Defined Class. No employee in the Defined Class shall be permitted to opt-out of the change in CITY mandatory contributions or receive any portion of the CITY's contribution in cash.

D. VACATION LEAVE AND SICK LEAVE TRANSFER. The CITY and the ASSOCIATION agree that the CITY will make the following mandatory transfers, on a pre-tax basis, to the Trust on behalf of every employee in Tier 1 and Tier 2 of the Defined Class:

1. **Mandatory Accrued Vacation Leave Contribution at Separation.** For every employee in the Defined Class, the CITY shall, upon the Employee's separation from the CITY, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 100% of the payments that would otherwise be paid to the employee for unused Vacation leave at separation. The Employee, by written election received by the CITY no later than thirty (30) days prior to separation, may elect to direct any portion of the value of the accrued Vacation Leave to a CITY-sponsored 457 plan up to allowable IRS plan limits. The employee shall not have the option to receive a cash payout for the value of the accrued Vacation Leave contributed to the Trust or any 457 plan in lieu of making contributions to the Trust or 457 plan.

The CITY and ASSOCIATION agree that the employee retains the rights under the provisions set forth in Article 3.05 of this MOU for the annual sellback of Vacation Leave.

2. **Mandatory Accrued Sick Leave Contribution at Separation.** For every employee in the Defined Class, the CITY shall, upon the employee's resignation date or retirement date from the CITY, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 100% of the payments that would otherwise be paid to the employee for unused Sick Leave pursuant to Article 3.08 of this MOU. The Employee, by written election received by the CITY no later than thirty (30) days prior to their separation date, may elect to direct any portion of the value of the accrued Sick Leave to a CITY sponsored 457 plan up to allowable IRS plan limits or to CalPERS for the purpose of converting unused Sick Leave to Service Credit as applicable. The employee shall not have the option to

receive a cash payout for the value of the accrued Sick Leave contributed to the Trust in lieu of making contributions to the Trust, the 457 plan, or to CalPERS.

3. **Mandatory Accrued Annual Leave Contribution at Separation.** For every employee in the Defined Class, the CITY shall, upon the Employee's separation from the CITY, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 100% of the payments that would otherwise be paid to the employee for unused Annual leave at separation. The Employee, by written election received by the CITY no later than thirty (30) days prior to separation, may elect to direct any portion of the value of the accrued Annual Leave to a CITY-sponsored 457 plan up to allowable IRS plan limits. The employee shall not have the option to receive a cash payout for the value of the accrued Annual Leave contributed to the Trust or any 457 plan in lieu of making contributions to the Trust or 457 plan.

The CITY and ASSOCIATION agree that the employee retains the rights under the provisions set forth in Article 3.06 of this MOU for the annual sellback of Annual Leave.

- E. **RETIREE CONTRIBUTIONS.** The CITY and the ASSOCIATION agree that effective April 6, 2025, the CITY shall cease making contributions to the Retirement Health Savings (RHS) Program on behalf of eligible retirees pursuant to Article 2.13 who initiated Trust participation during CITY service. Instead, the CITY shall make an equivalent mandatory contribution of \$833.43 per month less the required PEMHCA minimum on a pre-tax basis to the retiree's Trust account for every Tier 1 employee/retiree.

Effective April 6, 2025, the CITY shall cease making contributions to the RHS on behalf of eligible retirees who initiated Trust participation during CITY service and, pursuant to Article 2.13, shall make an equivalent mandatory contribution of \$360.00 per month less the required PEMHCA minimum on a pre-tax basis to the retiree's Trust account for every employee/retiree hired on or after January 1, 2008 and who have 10 complete years of City service at the time of retirement. Upon the retiree's eligibility to receive Medicare, the City shall only pay the PEMHCA minimum mandated amount for employer contributions as it may be amended from time to time by CalPERS pursuant to statute.

Pursuant to Article 2.13, the City shall not make any Trust account contribution for retirees hired on or after January 1, 2008, who have fewer than 10 complete years of City service at the time of retirement.

No employee who retires from the CITY on or after April 1, 2025 shall be permitted to opt-out of the mandatory contributions to the Trust or receive any portion of the retiree contribution in cash.

- F. REMITTANCE OF CONTRIBUTIONS.** The CITY shall remit the above contributions directly to the Trust for the duration of the MOU. Those contributions shall be remitted per pay period, in one aggregate [*ACH transfer or wire*] directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee or retiree.

The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth herein.

- G. REPORTING TO TRUST OFFICE.** The CITY shall electronically submit to the Trust Office a report per pay period of contributing employees and retirees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The CITY shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the CITY has notice of changes to the information.

- H. MODIFICATION OF EMPLOYEE CONTRIBUTION OR LEAVE AMOUNTS.** The CITY and the ASSOCIATION agree that the ASSOCIATION has the right, subject to approval of its members according to the ASSOCIATION's internal rules, to prospectively modify the amount of the mandatory employee monthly contribution (Section B) provided that the contribution amount does not exceed the monthly Employee Contribution Amount made by the employees of the Murrieta Firefighters Association, or the mandatory transfer of employee leave (Section D) where an employee is eligible to receive a monetary payout of accrued leave during the course of this MOU, so long as the modification is mandatory for all employees in the respective Tiers of the Defined Class covered by this MOU.

- I. LIMITATION OF LIABILITY.** The ASSOCIATION shall indemnify, defend and hold harmless the CITY from any claim, complaint, assessment, penalty or damages asserted by any person or entity, including any state or federal authority, arising out of ASSOCIATION participation in the Trust, including but not limited to fines, fees, or penalties issued by state or federal taxing authority against the CITY due to employee payroll deductions or compensation payouts that are directed to the Trust.

SECTION 3 HOURS

ARTICLE 3.01 HOLIDAYS

A. CITY employees shall be eligible for holidays as prescribed in this section of this MOU.

B. The approved CITY holidays for forty-hour personnel, including the Division Chief, shall be as follows:

- 1) January 1st, known as New Year's Day (9 hours)
- 2) The third Monday in January, known as Dr. Martin Luther King, Jr. Day (9 hours)
- 3) The third Monday in February, known as Presidents' Day (9 hours)
- 4) The last Monday in May, known as Memorial Day (9 hours)
- 5) July 4th, Independence Day" (9 hours)
- 6) The first Monday in September, known as Labor Day (9 hours)
- 7) November 11th, known as Veterans' Day (9 hours)
- 8) Thanksgiving Day (9 hours)
- 9) The day after Thanksgiving (9 hours)
- 10) December 24th, known as Christmas Eve (4.5 hours)
- 11) December 25th, known as Christmas Day (9 hours)
- 12) December 31st, known as New Year's Eve (4.5 hours)
- 13) Two (2) Floating Holidays (9 hours each/18 total)
- 14) Any day declared to be a holiday by proclamation of the Mayor.

All Holiday hours and Floating Holiday hours are paid using the base hourly pay rate at the time they are used.

For forty-hour employees, the holiday will be the day observed unless the holiday falls on the weekend.

C. The approved CITY holidays for fifty-six (56) hour personnel shall be as follows:

- 1) January 1st, known as New Year's Day (12 hours)
- 2) The third Monday in January, known as Dr. Martin Luther King, Jr. Day (12 hours)
- 3) The third Monday in February, known as Presidents' Day (12 hours)
- 4) The last Monday in May, known as Memorial Day (12 hours)
- 5) July 4th, Independence Day (12 hours)
- 6) The first Monday in September, known as Labor Day (12 hours)
- 7) November 11th, known as Veterans' Day (12 hours)
- 8) Thanksgiving Day (12 hours)
- 9) The day after Thanksgiving (12 hours)
- 10) December 24th, known as Christmas Eve (6 hours)

- 11) December 25th, known as Christmas Day (12 hours)
- 12) December 31st, known as New Year's Eve (6 hours)
- 13) Two (2) Floating Holidays (12 hours each/24 total)
- 14) Any day declared to be a holiday by proclamation of the Mayor.

All Holiday hours and Floating Holiday hours are paid using the base hourly pay rate at the time they are used.

ARTICLE 3.02 HOLIDAY LEAVE BANK FOR 40-HOUR EMPLOYEES

For accounting purposes, each employee on a flex schedule shall begin with a bank of eighteen (18) hours of Floating Holidays, and ninety-nine (99) hours of Holiday Leave at the beginning of the fiscal year. An employee's Holiday Bank shall be reduced by the number of hours taken for the holiday.

Employees are required to use Holiday Leave each time a CITY authorized holiday falls on a day when the employee would normally be scheduled to work. When a CITY authorized holiday falls on a day when CITY facilities are normally closed, an additional day will not be designated as a holiday. When this occurs, no holiday hours will be deducted from employees' Holiday Banks, and employees will be able to use them as holiday leave at another time. Such time must be scheduled in advance and approved by the Department Head with consideration given to sufficient staff being available to continue the efficient operation of MFR. Holidays occurring during Leave Without Pay are not earned.

Starting with calendar year 2025, any Holiday Leave Bank hours not used by the last day of the last full pay period in June shall be cashed out on the final payday in June each year. The cash-out is calculated at the employee's regular rate of pay (base pay plus additives) at the time paid.

Employees beginning employment during the fiscal year will start with a prorated Holiday Leave bank. Hours will be credited as follows:

- a. Nine (9) hours for each City authorized holiday that has not yet occurred.
- b. Four and a half (4.5) hours for each City-authorized half-day holiday that has not yet occurred.
- c. Eighteen (18) hours of floating holiday time if the employee's start date is prior to March 1, and nine (9) hours of floating holiday time if the employee's start date is between March 1 and April 30. No floating holiday leave time is provided if the employee's start date is between May 1 and June 30.

Employees terminating employment with the CITY during the fiscal year will receive payment for unused holiday leave as follows:

- a. Nine (9) hours for each unused CITY authorized holiday that has occurred during that fiscal year.
- b. Four and a half (4.5) hours for each unused City-authorized half-day holiday that has occurred during that fiscal year.
- c. Any unused Floating Holiday hours.
- d. Necessary adjustments to the Holiday Leave Bank upon termination of employment will be deducted from the final pay check.

Forty hour employees must have worked all of their regularly scheduled working day immediately preceding the holiday and their next regularly scheduled working day immediately following the holiday in order to receive compensation for the holiday.

ARTICLE 3.03 HOLIDAY LEAVE BANK FOR 56-HOUR EMPLOYEES

- A. For 56 Hour employees, they shall accrue twenty four (24) hours of Floating Holidays, and one hundred and thirty two (132) hours of holiday leave at the beginning of each Fiscal Year.
- B. All one hundred fifty six (156) hours will be deposited in the Holiday Leave Bank to be used as time off or cashed out.
- C. Starting with calendar year 2025, any Holiday Leave Bank hours not used by the last full pay period in June shall be cashed out on the final payday in June each year. The cash-out is calculated at the employee's regular rate of pay (base pay plus additives) at the time paid
- D. In addition, Thanksgiving Day, Christmas day, and New Year's Day will be non-work days except for normal station duties. All other holidays will be treated as normal workdays.

Employees terminating employment with the CITY during the fiscal year will receive payment for unused holiday leave as follows:

- a. Twelve (12) hours for each unused CITY authorized holiday that has occurred during that fiscal year.
- b. Six (6) hours for each unused CITY-authorized half-day holiday that has occurred during that fiscal year.
- c. Any unused Floating Holiday hours.

- d. Necessary adjustments to the Holiday Leave Bank upon termination of employment will be deducted from the final paycheck.

ARTICLE 3.04 HOLIDAY LEAVE CONVERSION

- A. If a 40-hour employee moves to a 56-hour assignment, the employee’s holiday leave bank hours will be converted by multiplying the number of hours remaining in the employee’s bank by 1.4.
- B. If a 56-hour employee moves to a 40-hour assignment, the employee’s holiday bank will be converted by dividing the number of remaining holiday hours by 1.4. If, after the conversion, the employee does not have sufficient holiday hours to cover the remaining holidays in the year, the employee shall use their Vacation and/or Compensatory Time Bank to cover the remaining holidays.

ARTICLE 3.05 VACATION LEAVE

- 1. Probationary and full-time permanent Battalion Chiefs, and Battalion Chiefs on Administrative Assignment Pursuant to Article 2.10 shall accrue vacation leave on a bi-weekly basis. Vacation will be accrued as follows:

Battalion Chiefs (56-Hour Shift Personnel)

During:	Shift Personnel
The first three years of service	5.54 hours per pay period
The fourth through fifth years	6.46 hours per pay period
The sixth through eighth years	7.38 hours per pay period
The ninth through eleventh years	8.31 hour per pay period
The twelfth year and thereafter	9.23 hour per pay period

Battalion Chiefs on Administrative Assignment Pursuant to Article 2.10

During:	40-hour Personnel
The first eighteen months of service	1.54 hours per pay period
The nineteenth month through the fourth year	3.08 hours per pay period
The fifth through ninth years	4.62 hours per pay period
The tenth year and thereafter	6.15 hour per pay period

- 2. The maximum Vacation Leave time which may be taken shall be the number of hours accrued as of the end of the last payroll period immediately preceding the first day of Vacation Leave requested and approved. The minimum amount of Vacation Leave which may be requested and approved is 8 hours, except when Vacation Leave is used as Education Leave.

3. Vacation Leave will be granted for a maximum of one Battalion Chief per shift on a first come, first served basis. Additional vacations may be approved by the Fire Chief based on the staffing needs of the CITY and available personnel to fill the vacancy.
4. Only one year of Vacation Leave may be carried to the following year. It is incumbent upon the employee to manage their accrued Vacation time off so as not to exceed the maximum two-year accrual. In the event the maximum is exceeded, the CITY has the right to schedule the employee off in order to reduce the accrued hours to the maximum level.
5. Vacation leave year is 1 January to 31 December.
6. Vacation Leave may be taken before the completion of the first year of service with the approval of the CITY Manager or designee.
7. The Division Chief is not eligible to accrue Vacation Leave.

ARTICLE 3.06 ANNUAL LEAVE

A. The Division Chief shall accrue Annual Leave per the following schedule:

Years of Service	Annual Accrual	Maximum Accrual
1 to 3 years	168 hours per year (21 days x 8 hrs)	644 hours
4 to 6 years	192 hours per year (24 days x 8 hrs)	644 hours
7 to 10 years	216 hours per year (27 days x 8 hrs)	644 hours
11 to 15 years	232 hours per year (29 days x 8 hrs)	644 hours
16+ years	272 hours per year (34 days x 8 hrs)	644 hours

- B. The maximum amount of scheduled Annual Leave time which may be taken shall be thirty (30) working days in a calendar year. Additional Annual Leave for exceptional situations may be granted on a case-by-case basis by the City Manager.
- C. Employees are encouraged to use their Annual Leave to rest, relax and spend time with loved ones periodically. A minimum of 80 hours of Annual Leave, excluding holidays, must be used each calendar year by the employee. The 80 hours can be taken in increments and does not have to be in a consecutive block of time.
- D. Annual Leave may be accrued up to a maximum of six hundred and forty-four (644) hours. When this maximum amount is reached the employee will no longer accrue additional Annual Leave. Annual Leave accruals will re-commence in the next pay period following the use of Annual Leave which reduces this balance below the maximum allowed. It is incumbent upon the employee to manage his or her accrued annual time off so as not to exceed the maximum amount of 644 hours.

In the event the maximum amount is exceeded, the CITY has the right to schedule the employee off in order to reduce the accrued hours to the maximum level.

- E. Earned and accrued annual leave may be taken before the completion of the first year of service with the approval of the City Manager or designee.
- F. Vacation Postponement. If an employee does not utilize his or her Annual Leave for the purposes of vacation in any calendar year, the employee may, subject to approval of the City Manager, be allowed such Annual leave during the succeeding calendar year. In no event, however, shall any employee's Annual leave with pay exceed thirty (30) working days in any calendar year.
- G. Holidays within Vacation Period. Holidays falling within the scheduled vacation leave period shall not be considered as part of an employee's vacation. Should a holiday be declared during an employee's vacation leave period, an equivalent number of hours for the applicable holiday shall be credited back to the employee's Annual Leave balance. Illness occurring during a scheduled vacation period shall not be considered as unscheduled (sick) leave.
- H. Unused Annual Leave. Any employee who is eligible for Annual Leave benefits and terminates his or her employment with the CITY will be paid for any unused Annual Leave hours. Employees contributing to the Retiree Medical Trust Fund set forth in Article 2.20 shall receive this payment as a contribution to the Trust pursuant to 2.20(D) of this agreement.
- I. Length of Annual Leave. Annual leave in excess of eighty (80) consecutive hours will require the City Manager's approval.
- J. When an employee is absent from work due to illness or a health related reason, said leave periods shall utilize Annual Leave with pay. In the event of absences due to illness or injury, the department head, in consultation with the Human Resources Department, may require a physician's statement indicating the employee's fitness to return to work.
- K. In December of each year, not to exceed once a year, employees with more than two (2) years of service may sell back unused annual leave up to 50% of their accrued vacation leave bank at the employee's current base hourly rate provided they irrevocably designate in writing the amount of leave to be cashed out in the year preceding the cash-out. Cash-out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form upon request. Such requests shall be in writing to the Finance Department. For example, if an employee has 300 hours of accrued vacation leave, they would only be eligible to sell back 150 hours provided they irrevocably request the cash out in the prior calendar year. This payment must be made in cash and is taxable.

ARTICLE 3.07 ADMINISTRATIVE LEAVE

The Division Chief shall be granted Administrative Leave according to the following schedule:

- 60 hours/year

These hours shall be credited at the beginning of each fiscal year and any unused Administrative Leave shall be carried over to the following fiscal year. Any carry over amount will reduce the credit of Annual Leave in the following fiscal year by an equal amount.

ARTICLE 3.08 SICK LEAVE

- A. Probationary and full-time permanent Battalion Chiefs, and Battalion Chiefs on Administrative Assignment Pursuant to Article 2.10 accrue 12 hours of Sick Leave per month. Leave will be earned, commencing on the first day of employment as a probationary employee, and accrued on a bi-weekly basis.
- B. The CITY shall allow Sick Leave with pay whenever an employee's absence is due to a non-industrial illness that prevented their attendance on the job and performance of duties on the day of absence.
- C. Any employee who makes an application for vacation or compensated time off and is denied due to insufficient staffing and subsequently requests Sick during the same work week must call the Fire Chief to request the Sick Leave. The Fire Chief may deny the request or require further explanation of the request. Before the employee returns to work, the Fire Chief may require a medical certificate signed by a licensed physician authorized to practice medicine in the State of California. When such a certificate is required, the Fire Chief shall notify the absent employee of the need for such certificate prior to their return to work. The medical certificate must set out the following:
 1. The fact that the employee was not able to work;
 2. A statement that the employee is physically able to return to work;
 3. The effective date the employee is to return to work.
- D. Any employee falsely using Sick Leave shall be subject to discipline including discharge.
- E. To encourage attendance at work and discourage the excessive use of sick leave, employees with continuous employment of five (5) years or more will receive a payment of 25% of unused Sick Leave when they resign or retire at the then rate of compensation. Employees contributing to the Retiree Medical Trust Fund set

forth in Article 2.20 shall receive this payment as a contribution to the Trust pursuant to 2.20(D) of this agreement.

Employees with continuous employment over ten (10) years will receive a payment of 50% of unused Sick Leave when they resign or retire at the then rate of compensation. Employees contributing to the Retiree Medical Trust Fund set forth in Article 2.20 shall receive this payment as a contribution to the Trust pursuant to 2.20(D) of this agreement.

- F. The Fire Chief may require an employee to submit to a medical or psychiatric examination by a physician designated by the CITY before permitting the employee to return to work after the employee has been on sick leave. If the results of any such examination indicate that the employee is unable to perform assigned duties, or if the performance of those duties will expose others to infection, the employee shall be placed on sick leave, compensatory time, vacation time, or leave without pay after all such leave has been used, until adequate medical evidence is submitted that the employee is competent to perform assigned duties or will not subject others to infection. In the cases of disabling illness or injury, the Fire Chief, designee, or Human Resources may seek transfer of the employee, seek the employee's retirement, or seek the employee's termination by reason of the employee's inability to perform required work.
- G. The Division Chief is not eligible to accrue Sick Leave.

ARTICLE 3.09 BEREAVEMENT LEAVE

- A. **Immediate Family**. For purposes of determining Bereavement Leave, the term "immediate family" is defined as spouse, domestic partner, child, parent, sibling, and grandparents; the aforementioned either natural, legally adopted, step or in-law, or any person over whom the employee acts as legal guardian, or a verifiable current member of the employee's immediate household. The CITY and the Association further agree that the definition of immediate family shall include an ex-spouse if the employee is escorting dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.
- B. An employee may take up to five (5) work shifts of Bereavement Leave upon the death of a member of the employee's immediate family. The five (5) work shifts, if used by the employee, will be unpaid unless the employee uses accrued, and available Annual Leave, Vacation Leave, Sick Leave, Administrative Leave, and/or Compensatory Time for the time off work. Additional time off may be authorized by the Department Head, but the additional time off will be unpaid unless the employee uses accrued, available leave for the absences from work.

C. Other Terms and Conditions of Use. Bereavement Leave must be completed within three (3) months of the immediate family member's death and may be intermittent leave and is not required to be used in consecutive amounts. Intermittent leave shall equate to the number of equivalent hours as constitute the employee's normal work shifts as of the date Bereavement Leave is first requested. Employees are required to provide documentation to the CITY of the immediate family member's death within thirty (30) days of the first day of use of Bereavement Leave. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The CITY shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the CITY regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

ARTICLE 3.10 JURY LEAVE

Employees who are called for jury service in any court in the State of California or in the United States shall be granted a leave of absence to serve as a juror.

Employees granted leave under the first paragraph of this article shall be eligible for reimbursement of lost salary subject to the terms of the following conditions:

1. Where the fees paid for such jury service, exclusive of transportation expenses and meals, is less than the salary paid by the CITY to such employee, the CITY shall reimburse the employee for the loss occasioned by such difference in pay. The leave granted by this article is in addition to all other leaves granted or authorized by any other provisions of the CITY ordinances and the time of the leave granted under this article shall not be deemed a part of any leave granted or authorized by any other provision of CITY ordinances. For the purpose of determining promotions or salary advancement, the status of the employee shall be considered as though not interrupted by such attendance.
2. Upon completion of jury duty, the employee shall provide the CITY with evidence of the amount of money earned for daily jury duty exclusive of transportation expenses and meals.

ARTICLE 3.11 MILITARY LEAVE

The City shall comply in all respect with Uniformed Services Employment and Reemployment Rights Act ("USERRA").

ARTICLE 3.12 EDUCATION LEAVE

Employees taking fire related or general education classes towards their fire related degree, or work related degree will be excused from work as provided for in Article 3.12. All education leave time for the actual time necessary for the employee to travel to and attend authorized courses shall be submitted for approval by the Fire Chief and deducted from accrued vacation and/or compensation benefit hours.

ARTICLE 3.13 TRAINING LEAVE

While the CITY desires to provide and fund ongoing training as the budget permits, some employees may desire to pursue approved training in addition to that which is provided by the CITY. In those cases, where the employee desires to take a specified training course and to personally fund said course, the Fire Chief may authorize the employee to have training leave time from the employee's scheduled work shifts only for the actual amount of time necessary for the employee to travel to and attend the authorized training courses. Said leave time will be part of the employee's normal workweek.

In those situations, where the length of the training course(s) overlaps the employee's work schedule and days off, the employee shall only receive leave time compensation for the time absent during the scheduled work shift. Said training is in addition to funded CITY training and scheduled days off shall not be compensated by the CITY.

ARTICLE 3.14 LEAVE OF ABSENCE

1. One ASSOCIATION member shall be permitted time off with pay to attend ASSOCIATION conferences and/or conventions at the Fire Chief's discretion.
2. The Fire Chief may, in appropriate circumstances, grant leave of absence without pay, provided that the term thereof, and the reasons therefore are reduced to writing and signed by the Fire Chief and the employee.

ARTICLE 3.15 TIME BANK LEAVE

As of the date this MOU is approved by all parties, a time bank shall be established to be used for ASSOCIATION business. ASSOCIATION activity is presented in Article 4.07 of this MOU. All donations to the Time Bank shall be calculated on a dollar for dollar basis. Only vacation and compensation time hours may be donated to the Time Bank. Each hour donated to the Time Bank shall be converted to a standardized unit by multiplying the number of donated hours by the donating employee's base hourly pay rate, without overtime. This dollar amount will then be credited to the Time Bank. Withdrawals from the Time Bank shall be charged at the withdrawing employee's applicable base or overtime-hourly pay rate. The use of the Time Bank shall be approved by the Fire Chief via the MFR and CITY normal leave request process.

SECTION 4 WORKING CONDITIONS

ARTICLE 4.01 EMT REQUIREMENT

Suppression members shall as a condition of employment maintain their current status as an EMT-1 with the County of Riverside, Department of Health, Emergency Medical Services Section. In addition, the members shall demonstrate their required skill proficiency at intervals not to exceed 6 months as required in the EMT accreditation protocol. Violation of this condition of employment shall be deemed good cause for reprimand and possible dismissal.

ARTICLE 4.02 DISCIPLINARY PROCEDURES

A. STANDARDS OF CONDUCT:

All employees are expected to adhere to standards of reasonable and prudent conduct.

B. APPLICABILITY OF DISCIPLINE:

Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the ASSOCIATION shall have rights to the notice and hearing requirements set forth in this Article.

C. DISCRETION IN DISCIPLINARY ACTION:

The City Manager, Administrative Services Director, or Fire Chief can exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record.

D. PERMITTED DISCIPLINARY ACTION:

Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this Article or for any other just cause:

- Oral admonishment
- Directive Memorandum
- Corrective Memorandum
- Written reprimand
- Suspension
- Reduction in salary
- Demotion
- Dismissal

E. PRE-DISCIPLINARY PROCEDURES:

An employee being considered for any discipline shall be assured due process when appropriate through pre-disciplinary measures described in this Article. There are no appeal rights for pre-disciplinary action.

Oral Admonishment. Oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate MFR standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior. Oral admonishments shall be memorialized in writing.

Directive Memorandum. A directive memorandum is pre-discipline. It informs the employee how to complete a task and directs employee to perform correctly in the future. It can also be used to give general direction to more than one employee.

Corrective Counseling / Memorandum. Corrective counseling / memorandum is pre-discipline. Corrective counseling is a formal counseling process with dialogue between the supervisor and the employee that is to be followed up by a corrective memorandum. The corrective memorandum informs employee that even after previous direction, a task or behavior is still inappropriate or being completed incorrectly. This is a warning that future occurrences may result in disciplinary action.

F. DISCIPLINARY ACTION:

Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made and to whom and where it should be made, shall be specified in the notice of intended discipline.

Written Reprimand. A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum including a full, accurate and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future and likely consequences of failure to correct performance or behavior. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within

14 calendar days from the date of receiving the memorandum and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.

Suspension Without Pay. When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Fire Chief may impose suspension without pay. Such suspension shall occur only after the notice of intent to suspend is issued. The employee will have appeal rights as indicated in the employee response section of this MOU.

Reduction in Salary. In lieu of, or in addition to other forms of discipline, when facts justify, the Fire Chief may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as appropriate. The reduction may be for a limited period or permanent, as specified. Any reduction in salary shall be subject to the notice procedures. The employee will have appeal rights as indicated in the employee response section of this MOU.

Dismissal. When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to make further employment not in the CITY's interests, or for other good cause, the Fire Chief shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures. The employee will have appeal rights as indicated in the employee response section of this MOU.

G. EMPLOYEE RESPONSE FOR DISCIPLINARY ACTIONS:

An employee is entitled to a reasonable time, not to exceed 14 calendar days from the date of notice, to answer a notice of proposed discipline. The Fire Chief may grant an extension of the response period if the employee can demonstrate a reasonable need. Should an employee respond, the Fire Chief shall consider the response in reaching a decision on the proposed disciplinary action. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial or evidentiary hearing.

The employee may not cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make a representation the employee believes might affect the disciplinary decision. Any time extensions shall be permitted only with the consent of the Fire Chief. If the employee fails to respond within the time specified, the Chief may proceed with a decision.

The Chief has the right to conduct further investigations should new information be presented. If new charges result from the investigation, the employee shall be given another opportunity to respond.

H. THE FIRE CHIEF'S RESPONSE:

The Fire Chief shall provide a written answer to an employee's response at the earliest practical date, not to exceed 14 calendar days following the response of the employee. The Chief shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Chief. The answer shall inform the employee if the notice of proposed discipline has been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The effective date of discipline shall be included in the answer. Any time extensions shall be permitted only with the consent of the Chief.

I. APPEAL OF DEPARTMENT DISCIPLINARY ACTIONS:

Any employee may appeal the imposition of discipline within 14 calendar days after the receipt by the employee of the Chief's answer. Appeals from discipline shall be in writing, signed by the employee, and delivered to the City Manager or designee. Where necessary, the City shall propose necessary modifications to this MOU, which are necessary to bring the MOU into conformance with Government Code § 3254.5 (FBOR.) To the extent required by law, the parties shall then engage in the meet and confer process regarding the adoption of modifications to this MOU. However, pursuant to Government Code § 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq. of the Government Code.

J. APPEAL HEARING:

Pursuant to Government Code § 3254.5, the City Manager/Hearing Officer appeal shall be conducted in conformance with Section 11500 et. seq. of the Government Code.

1. DISCIPLINARY SANCTIONS NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION FOR MORE THAN ONE (1) SHIFT/DAY

Pursuant to Government Code § 11445.20, the CITY shall use an informal hearing procedure in those situations where a disciplinary sanction against an employee does not involve discharge, demotion or suspension for more than one (1) day/shift. Section 11445.20, is specifically incorporated into Sections 11500 et. seq. (see Section 11501(c) above).

Accordingly, Section 11400 et. seq. is incorporated into this MOU, with specific reference being made to Section 11445.40, which provides the basis for an informal hearing in matters subject to Section 11400 et. seq.

In an informal hearing, the City Manager or designee shall be the presiding officer. The City Manager or designee shall conduct the informal hearing in accord with the procedural guidelines set forth in Section 11445.40-11445.60. The determination of the City Manager or designee shall be final and binding.

2. DISCIPLINARY SANCTIONS INVOLVING DISCHARGE, DEMOTION OR SUSPENSION FOR MORE THAN ONE (1) SHIFT/DAY.

In those instances where the procedures in Sections 11400 et. seq. are inapplicable to an administrative appeal, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq. Pursuant to Section 11512, the CITY has determined that in those instances that shall be presided over by an administrative law judge, the agency shall continue to hear the case through pre-existing processes (City Manager or Hearing Officer) with the administrative law judge presiding at the hearing pursuant to Section 11512(b). Accordingly, pursuant to Section 11517, it shall be the City Manager that shall issue the final decision, with the administrative law judge being present during the consideration of the case and if requested, providing assistance and advice to the City Manager or Hearing Officer in the conduct of its hearing.

Upon receipt of a timely letter of appeal, the City Manager shall set a time for a hearing. The hearing shall be held within 30 calendar days after receipt of the appeal letter. The City Manager shall give not less than seven calendar days' written notice to the appellant and any such person requesting same, of the time and place of such hearing. The appellant may appear personally and represent himself/herself or be represented by another of the appellant's choosing.

1. During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing, unless the City Manager, in his or her discretion and for good cause, otherwise directs.
2. No photography, still or motion, or voice recordings shall be taken during the hearing.
3. The City Manager, prior to or during a hearing, may grant a continuance for any reason deemed to be important to the manager in reaching a fair and proper decision.
4. The City Manager shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The MFR representative shall

first present an opening statement and oral and/or documentary evidence in support of the department's position. The appellant may present oral or documentary evidence and may cross-examine any witness called by the department. The appellant or their representative may make an opening statement on the appellant's behalf. The department's representative may cross-examine any witness called by the appellant. Both the department and the employee may present rebuttal evidence. The department may then make a closing statement, followed by the appellant.

5. The City Manager shall not be bound by technical rules of evidence.
6. The City Manager may, at the manager's discretion, appoint a hearing officer to conduct the hearing on the manager's behalf and to report findings and recommendations to the manager for final decision. In this case, a copy of the hearing officer's report shall be provided to the appellant.

K. FINDINGS AND DECISIONS:

The City Manager shall, within 14 calendar days after the conclusion of the hearing, render a decision to be prepared in writing. The City Manager shall determine whether the action of the Fire Chief is supported by the evidence. Should the City Manager find that none of the charges are supported by the evidence presented; the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the appellant's personnel file. Should the City Manager find that any or all of the charges are supported, the City Manager shall affirm, overrule or modify in whole or in part the Fire Chief's disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the appellant and the appellant's designated representative. A copy will be forwarded to the Human Resources department for inclusion in the appellant's personnel file.

L. APPELLANT'S STATUS DURING APPEAL PERIOD:

If the pre-disciplinary meeting with the Fire Chief (H, above) results in a decision that discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following conclusion of the City Manager level appeal.

ARTICLE 4.03 GRIEVANCE AND ARBITRATION PROCEDURE

- A. Only matters involving interpretation application or enforcement of the terms of this MOU shall constitute a grievance under the provisions set forth here.

No issues whatsoever between the ASSOCIATION and the CITY shall be subject to grievance unless such issues result from an action or occurrence which takes place following the execution of this MOU.

- B. The aggrieved party shall also be given time off as necessary for the processing of his or her grievance.

- C. General Grievances: ASSOCIATION grievances involving the general interpretation application or enforcement of this MOU may be initiated with step two of this procedure. Grievances initiated at step two must meet the time limits set forth in step one.

- D. Time limits set forth in the grievance procedure with the exception of the initial time limit on the filing of grievances shall be exclusive of Saturdays, Sundays, and holidays.

STEP ONE:

All grievances must be filed in writing with the employee's immediate supervisor within 30 calendar days of the date that the grievant should have been aware of the act by the exercise of reasonable diligence with a copy to the Fire Chief; otherwise, the right to file a grievance is forfeited and no grievance is deemed to exist. The immediate supervisor shall be required to give an oral answer within 5 days.

STEP TWO:

The grievance shall be considered settled in step one unless within 5 days after the immediate supervisor's answer is due the grievance is reduced to writing and presented to the Fire Chief. Within 5 days the Fire Chief shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the ASSOCIATION president.

STEP THREE:

If the grievance is not settled at step two, the CITY and/or ASSOCIATION may submit the grievance to an arbitrator as hereinafter provided. Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application, or enforcement of the provisions of this MOU. No item or issue may be subject to arbitration unless such arbitration is formally requested in writing within 30 days following the filing of the written response required by step two of the grievance procedure or the due date therefore. This provision is one of limitation and no award of any arbitrator may be retroactive for a period greater than 30 days prior to presentation of the grievance in step one as provided here or the date of occurrence whichever is later but in no event shall it be retroactive for any period prior to the execution of this MOU. Final and binding

arbitration may be initiated by either party serving upon the other party a notice in writing of the intent to proceed to arbitration. Said notice shall identify the MOU provision at issue in the grievance or grievances and the employees involved. Unless the parties can, within 5 working days following the receipt of such written notice, agree upon the selection of an arbitrator either party may in writing request the State Mediation and Conciliation Service to submit a list of nine arbitrators to both parties. Either party may, within 5 working days of receipt of said list, notify the other party and the State Mediation and Conciliation Service of its intent to reject the entire list submitted by the State Mediation and Conciliation Service. The State Mediation and Conciliation Service shall submit a new list, which shall not duplicate in any way the original list upon receipt of such notice. The option to reject the list may only be exercised by each party once per grievance.

The toss of a coin shall determine who shall eliminate first. By alternate elimination the remaining named person shall then become the arbitrator. The arbitrator shall neither add to nor detract from nor modify the language of this MOU in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed here. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. All expenses which may be involved in the arbitration proceedings shall be borne by the grievant and CITY equally. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceeding shall be borne by the party at whose request such witness or depositions are required.

The arbitrator so selected shall hold a hearing at Murrieta, California at a time and place convenient to both parties at the earliest possible date following the notification of a selection. The arbitrator shall take such evidence as in their judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have the initial authority to determine whether or not the dispute is arbitrable under the express terms of this MOU. If it is determined that the dispute is subject to arbitration, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.

ARTICLE 4.04 LIMITATIONS ON GRIEVANCE ARBITRATION

A. Arbitration shall be limited to:

1. An interpretation of the articles of this MOU and:
2. A grievance as defined herein arising out of the express terms of this MOU.

B. Arbitration shall not apply as regards disciplinary matters.

For the purposes of brevity, the term arbitrator as used subsequently shall refer either to a single arbitrator or a panel of arbitrators as the case may be.

No issue whatsoever between the ASSOCIATION and the CITY shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this MOU and no arbitration determination or award shall be made by an arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this MOU or following the termination of this MOU.

In the event that this MOU is terminated for any reason, rights to arbitration thereupon cease. This provision, however shall not affect any arbitration proceedings, which were properly commenced prior to arbitration or termination of this MOU.

It is contemplated by the provisions of this MOU that any arbitration award shall be issued by the arbitrator at the earliest date after the completion of the grievance hearing.

ARTICLE 4.05 FITNESS FOR DUTY

The CITY and the ASSOCIATION agree that employees must be physically and mentally fit to perform the duties of the job in order to instill public confidence in the fire service. It is equally important that the dignity and rights of all personnel be respected and followed in the administration of fitness for duty examinations.

The Fire Chief or designee, in consultation with the Administrative Services Director and City Manager, may determine that a member who demonstrates behavior or performance that calls into question his or her fitness for duty may be required to submit to a physical or psychological fitness for duty examination.

When a fitness for duty exam is ordered, the member will be presented in accordance with *Skelly* and FOBAR with a written statement containing the facts that were used to make this decision.

The medical provider who performs the fitness for duty exam will be provided with the documentation detailing the performance and behavior issues as well as a job description.

An employee administratively relieved from duty pending a fitness exam shall be placed on paid administrative leave until the results of the examination are known to the Chief, City Manager, and Administrative Services Director.

When the results of the examination indicate that the employee is fit to perform the regular duties of the position, the employee shall be returned to work on his or her next regular work shift.

When the results of the examination indicate the employee is not fit for duty, the employee will be placed on leave. An employee with no unused, accrued leave may be placed in an unpaid status.

The employee may request, or if there is a possibility that the cause is based on a work related issue, the employee will be offered, a workers' compensation DWC1 form. Determination of the compensability of the claim will be made following standard workers' compensation procedures.

If the results of the examination indicate that the employee is fit for duty with limitations, in accordance with ADA and FEHA, the CITY and the employee will meet in an interactive process to determine whether the employee's limitations can be reasonably accommodated, and the employee returned to work. If there is no reasonable accommodation that can be made, the employee shall be treated as though unfit for duty.

Exams

The cost of the examination shall be borne by the CITY. An employee shall be paid for all time spent in the exam, including travel to and from the exam.

ARTICLE 4.06 PROHIBITION OF STRIKES

- A. The ASSOCIATION, its officers and members, shall neither cause nor counsel its members or any of them to strike for any reason during the term of this MOU, nor shall it in any manner cause them to directly or indirectly to commit any concerted acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the employer, namely, the CITY, for any reason during the term of this MOU. The occurrence of any such acts or actions prohibited in this Article by the ASSOCIATION shall be deemed a violation of this MOU.
- B. In applying the provisions of this Article, all of its terms used here shall be given the meaning commonly understood.
- C. The ASSOCIATION shall not be liable where the acts or actions previously enumerated are not caused or authorized directly or indirectly by the ASSOCIATION.

ARTICLE 4.07 ASSOCIATION ACTIVITY

- A. ASSOCIATION meetings may be held on CITY time for those personnel on scheduled duty and said meetings shall only be held after 1700 hours. ASSOCIATION meetings may be held on CITY property with the prior approval of the Fire Chief. Approval from the Fire Chief must be obtained prior to noticing any Association meeting which is requested to be held on CITY property.

- B. Representatives of the ASSOCIATION having business with the officers and individual members of the ASSOCIATION may confer with such officers or members during the course of the workday for a reasonable length of time provided that such activities do not impede the operation of the CITY.

- C. The ASSOCIATION shall advise the CITY, in writing, of its negotiators, and shall be limited to designating two (2) negotiators each calendar year. Representatives from the ASSOCIATION shall be paid regular salary for the time spent annually in negotiations during the regular work hours, except no payment will be made for negotiating time outside the representative's normal workday. The names of the duly chosen representatives of the Bargaining Unit shall be submitted to the Fire Chief, sufficiently in advance of the regularly scheduled meetings, so as to permit the scheduling of operations within the CITY. The provisions of this MOU shall be limited to conferences or negotiations held with respect to wages, hours, and conditions of employment.

- D. The CITY shall provide space on bulletin boards at all stations, training centers, and each division and permit the use of the same for the ASSOCIATION announcements. A reasonable amount of time will be allowed members of the ASSOCIATION to post ASSOCIATION notices. A reasonable amount of time will be allowed members on duty to vote in ASSOCIATION elections and referendums provided, however, that on-duty personnel shall not be allowed to leave their assigned duty stations. The bulletin board will be subject to the following provisions. All notices shall be posted by an officer of the ASSOCIATION and shall relate to the following matters:
 - 1. ASSOCIATION recreational and social affairs.
 - 2. ASSOCIATION meetings.
 - 3. ASSOCIATION APPOINTMENTS.
 - 4. ASSOCIATION elections.
 - 5. Results of ASSOCIATION elections.
 - 6. Reports of committees of the ASSOCIATION.

7. Rulings or policies of the ASSOCIATION.
8. Judicial and quasi-judicial decisions (affecting any members of the bargaining unit such as the results of fact finding, grievances, etc.).
9. Any other material authorized by the Fire Chief. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the CITY, any of its employees or officers, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this article shall be posted. The Fire Chief shall approve notices and announcements.
10. The ASSOCIATION shall have the right to use the mail systems, be allowed mailboxes in each station for the purpose of communication with the employees regarding ASSOCIATION and related activities.

ASSOCIATION notices, logos, decals, shall not be permitted on any CITY property or equipment.

- E. The ASSOCIATION may designate three representatives who may meet with the representatives of CITY management on an as needed basis to discuss matters pertinent to the welfare of the CITY and its employees. Topics to be discussed may include, but shall not be limited to, apparatus, equipment, health and safety, training, and operating procedures. The provisions of this Article are not intended as a method to satisfy the meet and confer obligations contained in Section 3500 et seq. of the Government Code.

ARTICLE 4.08 NO SMOKING POLICY

Safety members employed after May 1, 1989 shall, as a condition of their employment, refrain from smoking tobacco at any time on or off duty. Violation of this condition of employment shall be deemed good cause for dismissal.

ARTICLE 4.09 POLITICAL ACTIVITIES

- A. Any employee entitled to vote in any public election shall be afforded the necessary time off to do so, in accordance with the provisions of the California Statutes, or any other means that is satisfactory to the CITY and the ASSOCIATION.
- B. Employees shall observe strictly all rules of MFR and the CITY relating to political activity insofar as they are applicable to hours spent on duty and campaigning after hours.

ARTICLE 4.10 SUBSTANCE ABUSE POLICY

The CITY and the ASSOCIATION have met and conferred and have established a Drug Free Workplace Policy. Employees shall be subject to the terms and conditions of that policy.

ARTICLE 4.11 PAYROLL

- A. The CITY agrees to payroll deductions based on signed statements of authorization from affected employees for insurance premiums, ASSOCIATION dues and other like requests.

- B. Direct Deposit. To increase payroll efficiency and reduce costs, employees will be required to have their paychecks automatically deposited to their bank accounts. If an employee does not currently have a bank account the CITY will work with the employee to establish an account with a financial institution.

ARTICLE 4.12 NON-DISCRIMINATION

The CITY and its agents and the ASSOCIATION and its members shall not discriminate against any employee with regard to the hiring of any employee, or termination, transfers, promotions, exchanges, duty assignments, on the basis of race, creed, color, sex, national origin, marital status, political affiliation, age, membership in or association with the activities of any employee organization, or other unlawful basis, in compliance with the CITY's Equal Opportunities Ordinance, California Statutes, title VII of the Civil Rights Act of 1964, and the term of this MOU.

ARTICLE 4.13 PERSONNEL FILES

- A. Employees may review their own personnel and/or administrative file with the exception of pre-employment background examination results and psychological test results, provided reasonable notice by written request is made to the CITY pursuant to Labor Code Section 1198.5.

- B. The Employee shall make an appointment to review their administrative/personnel files with Human Resources Department at least one working day in advance and the CITY shall honor their request under normal conditions.

- C. Material derogatory to an Employee's conduct, service, character, or personality shall not be entered in an Employee's personnel or administrative file unless the Employee is notified and given an opportunity to review and comment thereon. The Employee shall be given a copy of the material on request. The Employee shall acknowledge that he/she has read and does not necessarily indicate agreement with its contents.

- D. Any Employee wishing to review their file while on duty under the provisions of this Article shall first notify their supervisor and obtain approval for the necessary time. The supervisor shall not unreasonably withhold approval but may set reasonable time limits and schedules so as not to adversely affect CITY operations. The employee need not notify their supervisor if this review is not done on duty.

ARTICLE 4.14 LAYOFF POLICY

In the event that a reduction in force becomes necessary, layoffs will be conducted based on seniority within job classification. In case of equal seniority within job classification, the employee with the highest score on the Battalion Chief Promotional Examination shall remain provided that he is not subject to a Performance Improvement Program or similar review period.

ARTICLE 4.15 FIREFIGHTERS BILL OF RIGHTS

Nothing in this document shall be construed to limit or deny rights conferred upon all represented employees by the Firefighters Bill of Rights.

ARTICLE 4.16 CELL PHONES

All employees authorized/required to use a personal cell phone in the course and scope of performing their duties shall be provided with a CITY issued cell phone at no charge to the employee or the employee will receive a \$40 per month cell phone allowance. Employees incurring cell phone expense/cost in excess of \$40 per month allowance may submit receipts for reimbursement for amounts above the per month cell phone allowance.

APPROVALS

MURRIETA FIRE MANAGEMENT ASSOCIATION

Dave Perez

 Dave Perez, President

March 18, 2025

 Date

CITY OF MURRIETA

Justin Clifton

 Justin Clifton, City Manager

March 18, 2025

 Date