

RESOLUTION NO. 25-4833

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 FIREFIGHTERS 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 Firefighters Association (“MFA”), adopted by City Council Resolution No. 19-4097 covering the period July 1, 2019 through June 30, 2023 (“MFA MOU 2019-23”) expired June 30, 2023; and

WHEREAS, the City and MFA met and conferred in good faith and reached a Tentative Agreement on a fair and equitable package of total compensation for a successor MFA 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 MFA voted to ratify the Tentative Agreement, and the labor representatives of the City and the MFA executed the Tentative Agreement for a successor MFA MOU 2023-26; and

WHEREAS, the City Council approved the Tentative Agreement for a successor MFA MOU 2023-26 between the City and the MFA on June 20, 2023, through adopting Resolution No. 23-4691, which provided for changes to employee compensation and benefits pending drafting, approval, and adoption of a successor MFA MOU; and

WHEREAS, the City and MFA met and conferred in good faith pursuant to the terms of the Tentative Agreement and Resolution No. 23-4691 regarding drafting the successor MFA 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 MFA have prepared and executed the successor MFA 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 MFA MOU for the period July 1, 2023, through June 30, 2026, a fully executed copy of which is attached hereto as Exhibit A, is approved, adopted, and implemented effective June 3, 2025.

Section 3. The City Manager is hereby authorized and directed to implement the provisions of the MFA MOU for the period July 1, 2023, through 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 June 3, 2025.

PASSED, APPROVED, AND ADOPTED this 3rd day of June 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. 25-4833 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 3rd day of June 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

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA FIREFIGHTERS ASSOCIATION: FIREFIGHTERS- ENGINEERS- CAPTAINS



JULY 1, 2023, through JUNE 30, 2026

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA FIREFIGHTERS ASSOCIATION:
FIREFIGHTERS – ENGINEERS – CAPTAINS**

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SECTION I ADMINISTRATION

ARTICLE 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as the "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, terms and conditions of employment between employees represented by the MURRIETA FIREFIGHTERS ASSOCIATION (hereinafter referred to as the "ASSOCIATION") represented by the negotiations team and the CITY OF MURRIETA.

This Memorandum of Understanding shall supersede all previous Memoranda of Understanding and Side Letter Agreements, including the Tentative Agreement for a Successor MOU between the CITY and the ASSOCIATION adopted by Resolution No. 23-4691. The terms "FIRE DEPARTMENT," "DISTRICT," and "CITY" as used in this document all refer to the City of Murrieta.

ARTICLE 1.02 RECOGNITION

The CITY recognizes the ASSOCIATION as the exclusive majority representative bargaining agent for all employees assigned to the positions of firefighter/paramedic, engineer, and captain on August 16, 1991, under resolution 92-030.

ARTICLE 1.03 IMPLEMENTATION

This MOU was prepared at the direction of the City Council in adopting Resolution No. 23-4691 and in compliance with the terms and conditions of the Tentative Agreement for this successor MOU approved therein. Therefore, this MOU constitutes a mutual recommendation to be jointly submitted to the City Council of the CITY following the ratification of the MOU by the members of the ASSOCIATION. However, this MOU is of no force or effect unless or until adopted by Resolution of the City Council of the CITY.

ARTICLE 1.04 TERM OF MOU

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

Negotiations for a successor term shall begin as mutually agreed upon by the CITY and the ASSOCIATION. Furthermore, at the first negotiation session, both CITY and ASSOCIATION shall simultaneously exchange full written proposals for any proposed changes to this MOU. Upon the expiration of this MOU, its provisions shall remain in full effect until such time as a new MOU is adopted by both the CITY and the ASSOCIATION.

ARTICLE 1.05 REOPENER

Should economic conditions change significantly, positively or negatively, or if the Murrieta Fire Management Association receives an increase in salary, benefits, or incentives different from the ASSOCIATION, either the CITY or the ASSOCIATION reserves the right to reopen negotiations. In the event this option is exercised, the CITY or the 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 reopen this MOU to meet and confer upon the following matters:

- A. Retiree Medical Trust;
- B. Update to City Employer-Employee Relations Resolution and/or local labor relations rules and procedures;
- C. Personnel Rules; and
- D. Fire Department Manuals and Policies.

ARTICLE 1.06 UNFAIR EMPLOYEE RELATIONS PRACTICE

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 1.07 MANAGEMENT RIGHTS

The ASSOCIATION recognizes the prerogative of the CITY and the Chief of the FIRE DEPARTMENT 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 the FIRE DEPARTMENT.
- C. To hire, schedule, promote, transfer, assign, train, or retrain employees in positions within the FIRE DEPARTMENT.

- 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 workforce and to lay off employees.
- F. To determine the mission of the FIRE DEPARTMENT 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 FIRE DEPARTMENT has the right to schedule overtime as required in the manner most advantageous to the FIRE DEPARTMENT and consistent with the requirements of the FIRE DEPARTMENT 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 but any grievance with respect to the reasonableness of the application of said MANAGEMENT RIGHTS may be subject to the grievance procedure contained herein.

ARTICLE 1.08 EMPLOYEE RIGHTS

It is agreed that each individual employee shall have the following rights, which they may exercise in accordance with applicable laws, ordinances, and 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 1.09 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 a 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.
- C. Probationary employees shall have no grievance rights under Article 4.08 of this MOU.

ARTICLE 1.10 EXTENSION OF PROBATION

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

- A. 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 the leave of absence without pay.
- B. 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.
- C. 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 II COMPENSATION

ARTICLE 2.01 CALCULATION OF HOURLY RATE

Throughout the MOU, wages may be expressed as either a monthly or annual value. When such values are converted to a pay period or hourly rate for purposes of payroll calculations, all such pay period or hourly rates shall be calculated out to five digits beyond the decimal point.

SUBSECTION A WAGES

ARTICLE 2.02 COMPENSATION

- A. Effective July 2, 2023, 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 of 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 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 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. The salary range for each rank consists of five (5) steps each ("A" through "E"). The difference in between the steps at each rank shall be at least five percent (5%).
- E. The differential between each rank shall be not less than five percent (5%) at step E.
- F. All employees will be eligible for merit reviews and corresponding salary advancements, if any, (up to top step) on an annual basis.
- G. Each promotion to a higher rank shall carry with it advancement to the promotional step that is equal to but not less than five percent (5%) above the employee's current base rate of pay.
- H. If there is a promotion 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, 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.

- I. The CITY and the ASSOCIATION agree to use step E of each rank when benchmarking salaries.

ARTICLE 2.03 TOTAL COMPENSATION

In order to attract and retain qualified sworn fire employees, the CITY endeavors to maintain salaries and benefits that are comparable in the local market.

- A. Definition. The combination of salaries and benefits is known as total compensation. CITY and ASSOCIATION agree that total compensation shall consist of base salary (top step), retirement contribution (Member contribution paid by Employee, Member contribution paid by Employer and Employer contribution paid by Employee), health care contribution, uniform allowance, paramedic pay, and education incentive.
- B. Comparable Cities. CITY and ASSOCIATION agree that, when collecting information regarding total compensation or elements of total compensation, the following cities will be surveyed: Cathedral City, Corona, Chino Valley (Fire District), Escondido, Hemet, Ontario, Orange, Palm Springs, Redlands, and San Marcos.
- C. This Article does not bind the CITY to establish base salary nor total compensation based upon a local market survey nor does it bind the CITY to establish salary or total compensation at any particular point within the market.
- D. The parties agree to update the definition of total compensation to be measured in compensation surveys along with the comparable agencies to be used based upon agreements reached during this MOU.

ARTICLE 2.04 OVERTIME HOURS

- A. Fifty-six-hour personnel.
 - a. 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 (FLSA), the work period for employees assigned to 24-hour shifts and working the 48/96 schedule consists of 18-day periods, which coincide with the current 18-day schedule. Portal to portal pay will be provided for all team/task force and team assignments.
 - b. Fifty-six (56) hour personnel are defined as those full-time, paid fire suppression personnel including firefighters, fire engineers, and captains assigned to 24-hour shifts.

- c. 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.
- B. Forty-hour personnel. All authorized hours worked in excess of the assigned work period of 40 hours shall be compensated at the rate of time and one-half the employee's regular rate of pay. Forty (40) hour personnel are defined as those full-time, paid personnel assigned to a 40-hour workweek.
- C. The Chief or his designee(s) 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 FIRE DEPARTMENT will assign overtime work equally insofar as possible among the employees within the workforce and within their assignments. In this regard, the FIRE DEPARTMENT and the ASSOCIATION have agreed to use the protocols of the TeleStaff system for such purpose. The CITY and the ASSOCIATION agree to continue the Ad Hoc committee meetings as regards TeleStaff protocols.
- D. Any employee held over at the end of their tour of duty shall be compensated at time and one-half in multiples of 12 minutes (0.2 hours).
- E. With the approval of the Fire Chief or their designee, overtime in excess of forty-eight (48) consecutive hours may be worked.
- F. As deemed necessary by the Fire Chief or their designee, mandatory overtime shall be required of all FIRE DEPARTMENT employees in those situations when a vacancy cannot be filled.
- G. All hours count as "hours worked" for the purpose of calculating an employee's FLSA overtime rate. Except, the trading of work time (shift trading) between employees shall be permitted in accordance with FIRE DEPARTMENT policy, however, any traded "time worked" shall be excluded in the calculation of the hours for which the employee is entitled to overtime compensation.

ARTICLE 2.05 COMPENSATORY TIME

In lieu of overtime pay, an employee, at the employee's option, may be compensated with compensatory time off (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 one hundred twenty (120) hours of compensatory time. Once an employee accrues one hundred twenty (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 one hundred twenty (120) hour maximum.

- A. Twice yearly (in June and December) represented employees may request a cash-out of their accumulated CTO. These requests shall be made in writing to the Finance Department. Starting with calendar year 2024, employees shall be entitled

to cash out accrued CTO twice yearly as stated herein, but they must first 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.

- 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 2.06 STANDBY PAY

The goal in establishing a formal Standby program is to ensure the safety of the community by maintaining required staffing levels while reducing the number of forced hires.

- A. Standby is defined as that period of time offered by the Fire Chief or their designee in addition to the employee's normal work week assignment, during which the employee must remain at all times where they can be contacted by telephone or other electronic communication device, ready for callback for backfill purposes.
- B. The CITY agrees to compensate employees at a rate of \$100 for each twelve (12) hour period of Standby. The 12-hour periods will run from 0730-1930, and 1930-0730. Employees will not lose their standby pay if recalled to work.
- C. It is understood by both the Fire Chief and ASSOCIATION that the intent of this program is voluntary and shall not be forced upon employees.

ARTICLE 2.07 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 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 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 2.08 WORKING OUT OF CLASSIFICATION

Employees may be temporarily assigned to a higher classification when temporary vacancies prohibit the department from achieving the staffing levels prescribed under Article 4.04, Minimum Staffing. In such cases of absences, the FIRE DEPARTMENT shall make reasonable effort to find and utilize department personnel of the same rank. Out-of-class appointments may be made when personnel of the same rank are unavailable.

- A. Factors that may result in the need to place employees in out of class assignments include, but are not limited to:
 1. Emergency operations when staffing is unavailable.
 2. To prevent force, hire when a qualified actor is available.
 3. Short term emergency, sick or injury of on duty staff.
 4. Long term absence due to injury or illness requiring anticipated absence of eight (8) weeks or twenty (20) shifts. The first four (4) shifts will be filled on an overtime basis.
 5. Long term absence due to military orders and used to preserve the position.
- B. FIRE DEPARTMENT personnel may be eligible to assume out of class assignments under the following conditions:
 1. The employee is on an active eligible list promulgated by Human Resources for the classification to be filled.
 2. In the absence of an active eligible list, an employee who has been certified by the department as meeting the requirements of the classification as defined by the Academy/Task Book and Departmental Standards.
- C. The CITY may work employees out of a classification for up to four (4) consecutively scheduled shifts without additional compensation or for a continuous period of fourteen (14) days for forty-hour personnel.

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.
- D. Employees who are assigned and/or work on a temporary basis at the duties of a higher classification for a continuous period of fourteen (14) days or longer, or four (4) shifts or longer shall receive five percent (5%) of the regular pay in addition to the employee's regular pay for the qualifying four (4) consecutive shifts and for that period of time worked which exceeds a continuous period of fourteen (14) days or longer than four (4) shifts until such time as a break in the "working out of class" occurs.

- E. In determining whether the employee has worked four (4) consecutively scheduled shifts, absence for any reason, except absence due to approved leaves 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. Pay for acting out of classification will typically be paid on the pay period following qualification.
- F. Engineer/Paramedics and Captain/Paramedics are eligible for and shall receive a special assignment pay of five percent (5%), hour for hour, applied to their base rate in addition to their regular pay when working in the Firefighter/Paramedic rank or considered to be the primary paramedic for that period assigned. This special assignment pay shall begin and terminate concurrent with each applicable assigned shift.
- G. No more than forty percent (40%) of duty assignments per rank shall be filled by out of class assignments at the same time.
- H. 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 his/her current job and current classification.

ARTICLE 2.09 UNIFORM ALLOWANCE

- A. Newly hired employees shall receive two (2) sets of Class B uniforms and any other items outlined in department policy at the time of appointment.
- B. The CITY shall pay to each represented employee an \$1850 per fiscal year allowance, for the purchase and maintenance of required uniforms paid equally across all payroll periods in the fiscal year and reported to CalPERS as an aggregate amount for each pay period per the California Public Employees' Retirement System (CalPERS) Circular Letter 200-050-19 dated October 30, 2019.
- C. To the extent permitted by law, this Uniform Allowance pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(5) and 571.1(b). However, CalPERS makes the final determination on whether any pay is pensionable. 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 the California Public Employees' Pension Reform Act (PEPRA).
- D. The CITY will not pay for uniforms or personal clothing damaged in the line of duty unless approved by the Fire Chief or their designee.

ARTICLE 2.10 BILINGUAL PAY

The CITY has an established bilingual pay program which 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.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(4) and 571.1(b)(3) Special Assignment Pay – Bilingual Premium. However, CalPERS makes the final determination on whether any pay is pensionable.

ARTICLE 2.11 PARAMEDIC CERTIFICATION INCENTIVE

Captains and Engineers who maintain a current paramedic license will be paid a stipend of three thousand dollars (\$3,000) per year, paid biweekly over 26 pay periods. Effective July 2, 2023, this amount will be increased to five thousand dollars (\$5,000) per year paid biweekly over 26 pay periods.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(2) and 571.1(b) Education Pay – Paramedic Pay. However, CalPERS makes the final determination on whether any pay is pensionable.

ARTICLE 2.12 EDUCATIONAL PAY INCENTIVE

- A. This Section shall apply to the following classifications: Firefighter/Paramedic, Engineer, and Captain.

HIRED PRIOR TO JULY 1, 1999:

EDUCATION ACHIEVEMENT	INCENTIVE
Fire Science certificate or a minimum of 30 units of Fire degree related courses from an accredited institution	\$150 per month
OR, BUT NOT BOTH,	
Associate's degree in Fire Technology or approved fire-related field or a minimum of 75 units of Fire degree related courses from an accredited institution	\$300 per month

HIRED AFTER JULY 1, 1999:

EDUCATION ACHIEVEMENT	INCENTIVE
40 Semester units of credit and any of the following certificates: Fire Officer, Company Officer Certificate, or Chief Officer Certificate	\$150 per month
OR	
Associate's degree in Fire Science, Technology, or a related field.	\$1.25 per hour
OR	
Bachelor's degree in Fire Science, Technology, or a related field.	\$2.50 per hour

- B. Employees shall be eligible for the Educational Pay Incentive only upon satisfactory completion of two continuous years of satisfactory performance.
- C. All courses must be from an accredited college or university.
- D. Only those courses in which an employee receives a letter grade of "C" or better shall be credited towards the minimum number of required units at each educational achievement tier.
- E. An Educational Committee made up of two ASSOCIATION members and two CITY representatives will be established and review all transcripts submitted by employees for approval of Educational Incentive Pay.
- F. Any employee recalled from a lay-off list that was established prior to the date of this MOU will be eligible for educational pay incentive upon the completion of his/her probation period.
- G. Educational Incentive pay will be paid to employees on a biweekly basis over 26 pay periods.
- H. To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(2) and 571.1(b) Education Pay – Education Incentive. However, CalPERS makes the final determination on whether any pay is pensionable.

ARTICLE 2.13 FORTY-HOUR (40) ASSIGNMENT PAY

The CITY shall provide Forty-Hour (40) Assignment Pay of 15% of base pay as special compensation to represented employees who are routinely and consistently assigned to train employees and who work 40-hour per week assignments, except for probationary employees assigned for a forty (40) hour work week while in training.

- A. Employees on 40-hour assignments will not receive the 6.308 hours of FLSA standard overtime that employees on the 56-hour schedule receive. The base hourly rate for the 40-hour assignment will be converted by multiplying the applicable hourly rate by 1.4.

For example, if an employee's base pay on the 56-hour schedule is \$20.00 per hour, the calculation would be $\$20.00 \times 1.4 = \28.00 per hour.

Conversely, if the represented employee changes from 40-hour to a 56-hour schedule, the hourly rate under the 40-hour schedule will be divided by 1.4 to determine the new hourly rate ($\$28.00/1.4 = \20.00).

- B. Vacation and sick leave balances will be converted to the new schedule basis upon each schedule change.
1. For an employee moving from a 56 to a 40-hour schedule, the conversion would be to divide the vacation or sick leave balance by 1.4.
 2. If someone is moving from a 40-hour schedule to a 56-hour schedule, the balance is multiplied by 1.4. For example, if someone has 200 hours of vacation time the calculation would be: $200 \times 1.4 = 280$ which would be the converted vacation balance.
 3. If the person switches from a 56-hour schedule to 40-hour schedule, the calculation would be: $280/1.4 = 200$ hours which would be the new balance.

- C. With approval from the employee's supervisor, overtime worked on a 40-hour per week assignment will be paid at the 40-hour rate when working on those tasks directly related to their assignment. As an example, a Training Captain approved to work over the weekend teaching a class would be compensated at the 40-hour overtime rate.

Conversely, those assigned to an administrative position, but are working all or a portion of a suppression shift, will be compensated at the overtime rate for the corresponding 56-hour per week schedule.

- D. When a 40-hour assignment employee is force hired to a 56-hour suppression shift:
1. If the forced hire occurs during an employee's scheduled 40-hour work day, the employee will be paid at the 40-hour rate for those hours that he/she would have worked as part of a 40-hour workweek day. The remainder of the force hire shift shall be paid at the 56-hour rate, applying an overtime rate as required by FLSA on contract language.

2. Force hires occurring on a normal day off for the 40-hour employee shall be paid at the 56-hour rate, applying an overtime rate as required by FLSA or contract language.

E. Refer to Article 3.01 for the Holiday schedule and conversion rates.

- F. To the extent permitted by law, this Assignment Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(4) and 571.1(b) Special Assignment Pay - Training Premium Pay. However, CalPERS makes the final determination on whether any pay is pensionable.

ARTICLE 2.14 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.

ARTICLE 2.15 SPECIAL DUTY PAY

From time to time the department may have a need to assign employees to special duty events. Special Duty assignments are those temporary special events assignments falling outside of the normal suppression or administrative work. Special Duty includes such activities as staffing medical booths, working as a member of standby unit at CITY sponsored or co-sponsored events, and working as a member of a unit deployed for public relations events both inside and outside of the city limits.

Employees assigned to Special Duty shall be compensated at the forty (40) hour overtime rate for the hours worked in the Special Duty assignment. Units deployed for up-staffing for city coverage, or coverage during training exercises, do not qualify for this pay.

ARTICLE 2.16 TECHNICAL RESCUE/TRUCK INCENTIVE PAY

- A. Employees who are technical rescue certified and who maintain that certification shall receive a stipend in an amount equal to \$300 per month, paid over 24 pay periods.
- B. To the extent permitted by law, this Special Assignment Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(4) and 571.1(b). However, CalPERS makes the final determination on whether any pay is pensionable.

ARTICLE 2.17 LONGEVITY PAY

Effective July 2, 2023, 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%).

SUBSECTION B BENEFITS

ARTICLE 2.18 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 for enrolled employees, which minimum contribution is subject to change from calendar year to calendar year by CalPERS under the statute.

Effective January 1, 2018, the City's PEMHCA contribution shall be \$133.00 monthly to correspond to the statutory minimum employer contribution established by CalPERS. (The CITY has been advised that effective January 1, 2019, the minimum mandated employer contribution under PEMHCA shall be \$136.00 monthly per employee enrolled in a PEMHCA plan.)

Effective January 1, 2018, the minimum monthly amount provided under this section shall be \$1,674.08, or the lowest cost PEMHCA HMO for family coverage offered by PEMHCA in the "Other Southern California Region" plus \$244.00 (excluding HealthNet Salud Y Más or plans which provide primary healthcare in Mexico), whichever is higher.

For calendar year 2020, the City will contribute \$1855.82 per month, inclusive of the PEMHCA minimum required employer contribution. This amount is the sum of the monthly premium for Anthem HMO Select for family coverage in "Other Region 3" (\$1611.82) plus \$244.00, which exceeds \$1,674.08. HealthNet SmartCare has the lowest cost family premium in "Region 3" after HealthNet Salud Y Más in Calendar year 2019.

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

In the event that the lowest cost family premium in "Region 3" (excluding HealthNet Salud Y Más) changes from one calendar year to the next, the above calculation shall be redone to determine the required City contribution. However, the amount that can only be used for health insurance (\$833.43 per month) will not change.

Any amount remaining from the CITY's contribution after the payment of the monthly premium, or eight hundred thirty-three dollars and forty-three cents (\$833.43),

whichever is higher, may be used for other allowable Cafeteria Plan expenditures, such as Flexible Spending Account contributions, or taken as a taxable cash payment, limited to the provisions for taxable cash payment enumerated as follows.

Taxable Cash Payment (cash-in-lieu of health care):

1. Those employees working for the City of Murrieta on or before June 30, 2019, who elected and received cash-in-lieu for Plan Year 2019 (Tier 1) shall be allowed to maintain the benefit. Should such an employee reduce or eliminate the cash-in-lieu benefit in future years, such election will be final: it cannot be increased or reinstated in the future though the employee can elect to future reduce the benefit until it is eliminated.
2. Any employee hired on or before June 30, 2019 that did not elect cash-in-lieu shall not be eligible for such this Plan Year or in any future Plan Year.
3. New employees hired on or after July 1, 2019 shall not be eligible to receive cash-in-lieu.

As regards retirees, the following shall apply:

1. **Employees hired prior to January 1, 2010** – eligible retirees 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, the minimum required PEMHCA contribution is \$133.33 per month in 2018. Therefore, the RHS contribution shall be \$700.43 in 2018. Benefits under this section shall be paid on behalf of the retiree or his/her spouse for the duration of their respective lifetimes.

2. **Employees hired on and after January 1, 2010 (and who have 10 complete years of City 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 of Murrieta, 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. 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. The CITY shall no longer contribute to the RHS on behalf of the retiree.

Employees hired on and after January 1, 2010 (and 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 service with the City of Murrieta,

the City medical insurance contribution shall be equivalent to the PEMHCA minimum mandated employer contribution as it may be amended from time to time by CalPERS pursuant to statute. The City shall not make any contributions to an RHS on behalf of the retiree.

B. DENTAL INSURANCE.

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

C. 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 2.19 CONTINUATION OF MEDICAL

Employees who retire from CITY service shall be eligible for continuation of a medical insurance plan for themselves and their dependents based on the maximum rates provided for in Article 2.16.

ARTICLE 2.20 LIFE INSURANCE

The CITY agrees to provide life insurance coverage in the coverage amount of one time the 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 2.21 LONG TERM DISABILITY

The CITY agrees to provide long-term disability insurance coverage through the insurance company selected by the CITY.

The CITY shall pay the full monthly premium for said insurance coverage for each employee, not to exceed \$16 (sixteen dollars per month per employee).

ARTICLE 2.22 TUITION REIMBURSEMENT

- A. After twelve (12) months of continuous, full-time employment with the City, employees may receive reimbursement for out-of-pocket expenses for courses completed in the pursuit of job-related education. The Fire Chief or designee must approve all courses in advance in order for the employee to be eligible for the reimbursement. The Fire Chief or designee has sole direction to determine whether the employee is eligible to receive the reimbursement. The determination by the Fire Chief or designee shall not be subject to Article 4.08, Grievance Procedures.

- B. Acceptable courses include any provided by (1) an accredited university, college, or community college, or (2) fire-related classes leading to state certification of Fire Engineer, Company Officer, Chief Officer, or (3) job-related formal training. Courses must be pre-approved to qualify for reimbursement, and 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.
- C. Expenses will be reimbursed upon successful completion of a pre-approved course with a grade of "C" or better, or "pass" in pass/fail classes, and submission of receipts supporting the expenses. Reimbursable expenses do not include mileage, fuel, meals, lodging, shift coverage, or any form of hourly pay.
- D. Employees may be granted leave for the time necessary to travel to and attend pre-approved courses, subject to Article 3.09.

E. Application process

Employees shall submit a Tuition Reimbursement Request to their immediate supervisor for approval prior to registration for the course. A copy of the Request form shall be provided to the Fire Chief. The immediate supervisor will review the request for compliance with City policies and either approve or deny the request. If the request is denied, the immediate supervisor will state the reason for denial.

The supervisor shall forward the completed form to Human Resources for review to assure compliance with City policy. Human Resources 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.

Human Resources shall maintain records of those employees participating in the Tuition Reimbursement Program, including the academic performance of employees and total reimbursement per employee.

F. Application for reimbursement

Employees who successfully complete an approved course shall submit a request for reimbursement to Human Resources. Such request 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, or copy of a certificate of completion for those courses that do not provide a grade. Human Resources 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 Human Resources for distribution to the employee. Said check shall be processed by the Finance Department as part of the CITY'S regular payroll schedule.

G. Repayment of Tuition Reimbursement

If an employee voluntarily separates from employment with the City within three (3) years of receiving such reimbursement, he/she is required to pay back the full amount of the compensation received. There shall be a deduction from their final check in an amount equal to the tuition reimbursement prorated over the thirty-six-month period from the date of reimbursement. This does not apply to employees who have separated from City employment for reasons of injury or retirement.

If at any time an employee withdraws from a class and/or receives a "W" grade, he/she will notify Human Resources of the drop within 5 working days.

ARTICLE 2.23 EMT AND PARAMEDIC RECERTIFICATION

The CITY shall reimburse employees for the cost of continuing education required for the maintenance of their paramedic or EMT licenses. Paramedics are required to complete 48 hours of continuing education every two (2) years; EMT's are required to complete 24 hours of continuing education every two (2) years. All employees classified as Firefighter/Paramedics are required to maintain their paramedic certification. For all other employees EMT certification is the required minimum. However, paramedic certification is highly encouraged.

- A. On a biannual basis, upon submitting proof of recertification as a paramedic, employees shall receive the equivalent of 48 hours of overtime pay at top step Firefighter/Paramedic.
- B. On a biannual basis, for those employees that are not paramedics, upon submitting proof of recertification as an EMT, employees shall receive the equivalent of 24 hours of overtime pay at top step Firefighter/Paramedic.

The CITY and the ASSOCIATION agree that the CITY will not reimburse employees for the cost of the state and/or county licensing fees nor pay additional overtime for time spent

obtaining continuing education credits; unless the employee is required to attend a specified class by the Department.

ARTICLE 2.24 DEFERRED COMPENSATION

For those employees participating in a CITY-sponsored 457 Deferred Compensation Program, the CITY shall contribute a matching amount to the employee's account on a dollar-for-dollar basis, not to exceed \$2,400 per year. The City's contribution matching will cease upon establishment of a City-sponsored retirement plan under Article 2.24.

ARTICLE 2.25 RETIREMENT PLAN

The CITY will establish and sponsor a 401(a) Retirement Plan. For those employees enrolled in a CITY-sponsored 457 Deferred Compensation Plan, the CITY shall contribute to a 401(a) account an amount matching the employee's 457 contribution, not to exceed \$2,400. In no case shall the CITY's match exceed limits established by the Internal Revenue Service.

The CITY agrees to establish a retirement plan effective with the first full pay period in January, 2020. The CITY further agrees to meet and confer with the ASSOCIATION on the timing and noticing of the transition of the CITY's match from the 457 Plan to the 401(a) Plan.

ARTICLE 2.26 RETIREMENT

A. The City's Contract with CalPERS

Consistent with the Government Code of the State of California, employees are local safety members of the Public Employees' Retirement System and are entitled to retirement benefits as indicated in the contract between the Board of Administration of California Public Employees Retirement System (CalPERS) and the City Council and in accordance with the Public Employees' Retirement Law and related regulations.

B. Retirement Benefits

1. Tier One: 3.0% at 50 Retirement Plan – Unit Members Hired Before January 1, 2013, and Classic Members as Determined by CalPERS

a) 3.0% at 50

3.0% at 50 retirement plan will be available to eligible bargaining unit members covered by subsection A.

b) Required Unit Member Contribution

Each unit member shall pay, through payroll deductions, the full member contribution to CalPERS equal to nine percent (9%) of the compensation paid the member for service rendered.

c) Final Compensation

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by subsection A shall mean the highest twelve (12) consecutive month period.

C. Tier Two: 2.7% at 57 Retirement Plan – Unit Members Hired On or After January 1, 2013

This subsection B (including its subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

1. 2.7% at 57 Retirement Plan

As required by Government Code Section 7522.25, the 2.7% at 57 retirement plan will be available to eligible bargaining unit members covered by subsection B.

2. Required Unit Member Contribution

As required by Government Code Section 7522.30, bargaining unit members covered by subsection B shall pay, through payroll deductions, fifty percent (50%) of normal costs.

3. Final Compensation

As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by subsection B shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

D. Optional Retirement Benefits

The CITY agrees to provide the 4th Level 1959 Survivor Benefit (Section 21574) to represented CITY employees. The CITY shall pay the employer's administrative costs for said benefit and the employee shall pay his or her share of the monthly cost for said program. This provision is subject to the terms and conditions of the City's contract with CalPERS, and any applicable local, state or federal law.

E. Cost Sharing

The Side Letter of Agreement between the City of Murrieta and the Murrieta Firefighters' Association dated October 2012 stated in part: "It is the intent of the

City and the Association that the maximum amount the employees will pay is 9%; any increases to an employee's contribution, whether affecting an employee(s) represented by this unit on or before December 31, 2012, or hired on or after January 1, 2013, will be offset by an increase in the base salary of the affected employee(s)."

It is acknowledged that the CITY was not in compliance with the Side Letter's cost sharing methodology as it relates to employees hired on or after January 1, 2013 and classified by CalPERS as Tier Two as defined in Section 2.B above; and that the stated methodology is not allowable for Tier Two employees under the regulation of the Public Employees' Pension Reform Act (PEPRA). Upon ratification of this Agreement, both the CITY and ASSOCIATION agree to meet and confer for the purpose of determining if there is a mutually agreeable, cost-neutral solution that addresses the spirit and intent of the side letter.

ARTICLE 2.27 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 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 Tentative Agreement, 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 Tentative Agreement, the City shall cease making City contributions to the 401(a) Retirement Plan as required by ARTICLE 2.24 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 plans.

The City and Association agree that the employee retains the rights under the provisions set forth in ARTICLE 3.02(G) 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 3.03 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.

- E. **RETIREE CONTRIBUTIONS.** The City and the Association agree that effective August 25, 2024, the City shall cease making contributions to the Retirement Health Savings (RHS) Program on behalf of eligible retirees pursuant to ARTICLE 2.17 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 August 25, 2024, 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 2.17, 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, 2010 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 2.17, the City shall not make any Trust account contribution for retirees hired on or after January 1, 2010, 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 August 25, 2024 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 effective the first full pay period after City Council approval of this Tentative Agreement. Those contributions shall be remitted per pay period, in one aggregate [*ACH transfer or wire*] payment directly to the custodian of the Trust within thirty (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, which should be received by the Trust Office within five (5) days of the Trust Office 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), 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 III HOURS

ARTICLE 3.01 HOLIDAYS

A. 40 Hour Employees

The approved CITY holidays for forty-hour personnel shall be as follows:

- 1) January 1st, known as New Year's Day
- 2) The third Monday in January, known as "Martin Luther King, Jr. Day"
- 3) The third Monday in February, known as "Presidents' Day"
- 4) The last Monday in May, known as "Memorial Day"
- 5) July 4th, "Independence Day"
- 6) The first Monday in September, known as "Labor Day"
- 7) November 11th, known as "Veterans' Day"
- 8) Thanksgiving Day
- 9) The day after Thanksgiving
- 10) December 24th, known as Christmas Eve**
- 11) December 25th, known as Christmas Day
- 12) December 31st, known as New Year's Eve**
- 13) Floating Holiday
- 14) Additional Floating Holiday

**** Half Day Holiday.** Each holiday for 40 Hour Employees shall be valued at nine (9) hours, including the floating holidays but excluding the half day holidays (denoted by asterisks) which shall be valued at four and one-half (4.5) hours each.

1. Employees will be provided one hundred and seventeen (117) hours of Holiday Leave on the first pay date in July starting FY 2023/24, with the conversion for FY 2023/24 done by truing up balances on the first pay date in January 2024 based on amounts already received and the new valuation amounts. An employee's

Holiday Leave Bank shall be reduced by the number of hours taken for each holiday.

2. Forty-hour employees must have worked or have been on paid Leave his/her regularly scheduled working day immediately preceding and following the holiday in order to receive compensation for the holiday.

B. 56 Hour Employees

1. Each holiday for 56 Hour Employees shall be valued at twelve (12) hours, including the floating holidays but excluding the half day holidays (denoted by asterisks), which shall be valued at six (6) hours each. Prior to July 1, 2024, employees shall accrue one hundred fifty one (151) hours of holiday leave each January 1st. Effective July 1, 2024, employees shall accrue one hundred fifty six (156) hours of holiday leave annually on the first pay date each July thereafter, with the conversion for FY2023/24 done by truing up balances based on amounts already received and the new valuation amounts. An employee's Holiday Leave Bank shall be reduced by the number of hours taken for each holiday.
2. On the first pay date of each July, one hundred fifty six (156) hours will be deposited in the Holiday Leave Bank to be used as time off or cashed out.

Payment (at straight time hourly rate) can be requested in May of each year for up to 75 hours, payable on the first payroll check in June, and any remaining balance will be paid on the first payroll check in December.

3. 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.
4. If a shift schedule for a particular calendar year shows that the same shift would be scheduled to work on December 24th and 25th during that calendar year, the shift scheduled to work on December 23rd will instead work on December 24th, and the shift scheduled to work on December 24th will instead work on December 23rd.
5. Holiday hours will be pro-rated in the event of termination of employment.

C. Holiday Hour Conversion

1. 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.
2. 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 3.02 VACATION LEAVE

- A. All employees shall accrue Vacation Leave on a bi-weekly basis. Vacation will be accrued as follows:

During:	56-Hour 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 hours per pay period
The twelfth year and thereafter	9.23 hours per pay period

During:	40-Hour Personnel
The first three years of service	3.96 hours per pay period
The fourth through fifth years	4.61 hours per pay period
The sixth through eighth years	5.27 hours per pay period
The ninth through eleventh years	5.94 hours per pay period
The twelfth year and thereafter	6.59 hours per pay period

- B. 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.
- C. Vacation leave will be granted for a maximum of one Captain, one Engineer, one Paramedic/Firefighter on a first come, first served basis. Additional vacations may be approved by the Fire Chief or designee based on the staffing needs of the CITY and available personnel to fill the vacancy. Vacation leave will be granted one additional employee, of any rank, for a total of four (4), per shift on a first come, first served basis. No more than (2) employees of the same rank shall be granted leave at the same time in accordance with this article.
- D. The following table outlines the maximum vacation hours an employee may hold in their vacation leave bank. In the event the maximum is exceeded, the CITY has the right cash-out the employee's accrued vacation leave in order to reduce the accrued hours below the maximum level.

During	Maximum Accrual
The first three years of service	288 hours
The fourth through fifth years	336 hours
The sixth through eighth years	384 hours
The ninth through eleventh years	432 hours
The twelfth year and thereafter	480 hours

- E. Vacation Leave year is 1 January to 31 December.
- F. Vacation Leave may be taken before the completion of the first year of service with the approval of the City Manager or designee.
- G. In December of each year, not to exceed once a year, employees with more than two (2) years of service may sell back unused vacation time up to 50% of their accrued vacation leave bank at the employee's current base hourly rate. For example, if an employee has 300 hours of accrued vacation leave, they would only be eligible to sell back 150 hours. This payment must be made in cash and is taxable. Starting calendar year 2024, employees shall be entitled to cash out future accrued vacation leave once yearly if 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. Human Resources and/or Finance will supply the irrevocable designation form upon request.

ARTICLE 3.03 SICK LEAVE

Sick Leave Definition

The CITY shall allow Sick Leave with pay when absence from duty is necessary because of:

1. Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee.
2. The serious disability of the employee while on a scheduled vacation.
3. The absence of an employee for authorized medical or dental care.
4. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent. The

care of a family member meeting the requirements of the Federal Family Medical Leave Act or the California Family Rights Act.

5. The death of an immediate family member.

In addition, an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child.
2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
3. To obtain services from a domestic violence shelter, program, or rape crisis center;
4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Sick Leave Earning and Accumulation

- A. All full-time permanent or probationary employees of the CITY accrue 3.96 hours bi-weekly for 40-hour employees and 5.54 hours bi-weekly for 56-hour employees. Sick 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 the employee 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 Leave, Holiday Leave or compensated time off and is denied due to insufficient staffing and subsequently requests Sick Leave during the same work week must call the on-duty Battalion Chief to request the Sick Leave. The Battalion Chief may deny the request or require further explanation of the request. Before the employee returns to work, the Battalion 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 or designee shall notify the absent employee of the need for such certificate prior to his/her 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.
- F. 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.
- G. The Fire Chief or their designee 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 and/or will not subject others to infection. In the cases of disabling illness or injury, the Fire Chief, designee, Board of Directors, 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.

ARTICLE 3.04 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 the 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) days of Bereavement Leave, with up to forty-eight (48) hours being paid by the City, upon the death of a member of the employee's immediate family. The difference between the forty-eight hours of paid leave and the five-day entitlement, along with any additional approved time off authorized by the Department Head, will be unpaid unless the employee uses accrued and available Vacation Leave, Sick Leave, and/or Compensatory Time for the time off 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 3.05 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 section shall be eligible for reimbursement of lost salary, subject to the terms of the following conditions:

- A. 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 section 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 section 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.
- B. 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 3.06 MILITARY LEAVE

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

ARTICLE 3.07 LEAVE OF ABSENCE

- A. One ASSOCIATION member shall be permitted time off with pay to attend Association conferences and/or conventions at the Fire Chief's discretion.
- B. 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 3.08 TIME BANK LEAVE

A time leave bank shall be established to be used for Association Business. Each year in the first full pay period in January, the City will deposit 360 hours in the Time Bank to be used for Association Business. Association activity is presented in Article 4.12 of this MOU. The use of the Time Bank shall be approved by the Fire Chief or his/her designee via the Fire Department's normal leave request process. The maximum Time Bank balance shall be 720 hours. Should the balance exceed 720 hours, the City agrees to meet and confer with the Murrieta Firefighters to discuss payout options.

ARTICLE 3.09 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 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.

Employees granted time off for training shall be limited to one per rank, per shift. For each additional employee at each rank, backfilling will be achieved on a volunteer basis. The department reserves the right to deny time off for training if replacement personnel are not identified.

ARTICLE 3.10 PROMOTIONAL TESTING LEAVE

Employees in regular full-time positions shall be entitled to a reasonable amount of leave with pay for the purpose of taking promotional exams when such exams are scheduled by the CITY during an employee's regularly scheduled duty day.

Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. However, if the employee chooses not to work before and/or after the period of the exam, he/she shall be required to use leave or time off without pay for all time off, including the exam period.

The provisions of this leave do not apply to any other department exams, other than those examination dates specifically identified within promotional job flyers.

SECTION IV WORKING CONDITIONS

SUBSECTION A STAFFING

ARTICLE 4.01 48/96 WORK SCHEDULE

The CITY and the ASSOCIATION agree to the adoption of a 48/96 work schedule.

- A. Description of 48/96 Work Schedule: A duty shift will be a period of 24 consecutive hours, commencing at 0730 hours one day and continuing to 0730 hours the next day. A scheduled rotation will occur after two (2) shifts (48 hours), following 96 hours off. This will result in six (6) hours of scheduled overtime per 18-day FLSA work period when averaged on a 112 hours per pay period.
- B. Objectives of 48/96 Schedule: It shall be the goal of the 48/96 schedule to benefit the community, improve employee morale and job satisfaction, maintain or improve productivity and training, maintain or improve continuity in the management of collateral assignments, and reduce commuter trips by 50% for all Suppression staff without negative impacts on the CITY including, but not limited to, the following areas:
 1. Employee fatigue
 2. Overtime costs
 3. Sick leave use
 4. Number of injuries and Workers' Compensation claims
 5. Number of vehicular accidents
 6. Ability to achieve callback for Emergency Recall

NOTE: immediately upon the appearance that any of the above areas may be cause for concern, the CITY, Fire Management and the ASSOCIATION will analyze all

available information. The goal is to determine whether or not there is a genuine issue and to develop resolution.

ARTICLE 4.02 EMT-1 REQUIREMENTS

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. Violation of this condition of employment shall be deemed good cause for reprimand and possible dismissal.

ARTICLE 4.03 MINIMUM STAFFING

- A. The daily minimum staffing shall be established at nineteen (19) per day plus one (1) Battalion Chief. Each Type 1 apparatus will be staffed with at least 1.0 Fire Captain, 1.0 Fire Engineer, and 1.0 Firefighter/Paramedic, or a combination of those ranks if extenuating circumstances exist (such as to prevent force hires or in emergency recall situations).
- B. OES/XRI engine strike team requests will be staffed with an additional Firefighter/Paramedic (or higher rank) for a total of 4.0 personnel.

SUBSECTION B POLICIES AND PROCEDURES

ARTICLE 4.04 ASSOCIATION DUES

The CITY will provide biweekly payroll ASSOCIATION dues deductions as authorized by unit employees. The CITY will remit collected dues to Local 3540. Requests to increase ASSOCIATION dues shall be made in writing. The CITY shall accept and process such requests when signed by the ASSOCIATION Treasurer and co-signed by the ASSOCIATION President.

ARTICLE 4.05 MEDIA SERVICES

The CITY agrees to reimburse the ASSOCIATION at a rate of \$80 per fire station for the cost of television services. The reimbursement will be paid to the ASSOCIATION by the Fire Department twice yearly on January 1st and July 1st.

ARTICLE 4.06 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 section.

C. DISCRETION IN DISCIPLINARY ACTION

The City Manager, Administrative Services Director, Fire Chief or designee 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 section 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 insured due process when appropriate through pre-disciplinary measures described in this section. 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 departmental standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior.

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

Corrective Counseling I Memorandum. A corrective counseling I 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 the 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 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 employee response section of this contract.

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 employee response section of this contract.

Demotion. When an employee's performance is deemed less than satisfactory and efforts to remediate the performance deficiencies prove ineffective; or it is determined that the employee's deficiencies are such that maintaining the employee at his/her rank will place the employee, other employees or members of the public

at risk, the Fire Chief or designee may impose an involuntary reduction in rank to a rank with a lower maximum salary rate.

In such cases, the employee's salary will be reduced such that it is within the salary range of the lower rank. Such demotion shall occur only after the notice of intent to demote is issued.

The employee will have appeal rights as indicated in the employee response section of this contract. The Fire Chief is under no obligation to impose this form of discipline. If there are no vacancies at a lower rank for which the employee is qualified, the City has no obligation to add a position.

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 the 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 contract.

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 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 appellant, 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

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 Fire Department's 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 employee's behalf. The department's representative may cross-examine any witness called by the employee. Both the department and the appellant 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 fourteen (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 shall 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 (G, 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 4.07 GRIEVANCE AND ARBITRATION PROCEDURE

- A. Matters concerning interpretation, application, or enforcement of the terms of this MOU, and other conditions of employment shall constitute a grievance under the provisions set forth here.

No contractual issues between the ASSOCIATION and the DISTRICT and or 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 DEPARTMENT (CITY) and/or ASSOCIATION may submit the grievance to the City Manager. The City Manager, at his/her discretion, may review the documentation from Steps One and Two and/or schedule a meeting to include the grievant, his/her representative (if applicable), and a department representative. The City Manager shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the ASSOCIATION president, within ten (10) business days of receipt of the grievance; or within fifteen (15) business days following the meeting if a meeting is scheduled.

STEP FOUR:

If the grievance is not settled at Step Three, the DEPARTMENT (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, the grievance or grievances, the department, 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 9 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 witnesses 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 his/her 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 4.08 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 or other general conditions of employment.

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 DEPARTMENT (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 completion of this hearing.

ARTICLE 4.09 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 and 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 DWC1.

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 4.10 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 section by the ASSOCIATION shall be deemed a violation of this MOU.
- B. In applying the provisions of this section, 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 4.11 ASSOCIATION ACTIVITY

- A. Association meetings may be held on CITY time for those personnel on scheduled duty, and said meetings may be held anytime during the day, provided there is no conflict with the employees' work duties. Association meetings may be held on CITY property with the prior approval of the Fire Chief or their designee. Approval from the Fire Chief or their designee must be obtained prior to noticing any Association meeting that 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 work day 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 three (3) 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 that no payment will be made for negotiating time outside the representative's normal work day. 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 DEPARTMENT. 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 for 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 or his designated representative. 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 section shall be posted. The Assistant Chief or Division Battalion Chief on duty 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 a minimum of three representatives and a maximum of seven 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 section are not intended as a method to satisfy the meet and confer obligations contained in Section 3500 et seq. of the Government Code.
- F. The CITY and ASSOCIATION agree to establish a Labor-Management Committee ("LMC") to review workers' compensation issues on a case-by-case basis. Each party shall appoint no more than three (3) members to the LMC. The LMC shall meet on an ad hoc basis, but no more than once every three (3) months unless mutually agreed to otherwise, at a mutually convenient time and place to informally discuss pending workers' compensation matters. Both parties agree and understand that the LMC is only advisory in nature. Employees shall not lose any compensation or benefits for attendance at LMC meetings conducted during regular work hours.

ARTICLE 4.12 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 condition of employment shall be deemed good cause for dismissal.

ARTICLE 4.13 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. No employee shall receive compensation for replacing an employee while voting.
- B. Employees shall observe strictly all rules of the Fire /Department and the City of Murrieta relating to political activity insofar as they are applicable only to hours spent on duty.

ARTICLE 4.14 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 4.15 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 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 4.16 PERSONNEL FILES

- A. Employees may review their own personnel and/or administrative file with the exception of pre-employment background examinations results and psychological test results, provided reasonable notice by written request is made to the CITY.
- B. The Employee shall make an appointment with the Human Resources Department to review his/her administrative/personnel files at least one working day in advance and the CITY shall honor his/her 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 his/her file while on duty under the provisions of this section shall first notify his/her 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 his/her supervisor if this review is not done on duty.

E. Letters of reprimand shall remain in personnel files for a period of two (2) years.

After two years the employee may petition letters of reprimand for removal unless a similar incident has occurred during that time. Cumulative letters for the same type of incident shall remain for two (2) years after the date of the last letter of reprimand.

F. All other disciplinary actions and documents shall remain in personnel files for four (4) years. After four (4) years, said the employee may petition disciplinary actions and documents for removal unless a similar incident has occurred during that time. Cumulative disciplinary actions and/or other documents for the same type of incident shall remain for four (4) years from the date of the last disciplinary action and/or documentation.

In all situations related to past and current disciplinary items, it shall be the responsibility of the employee to petition for the removal of said items to the Fire Chief or designee.

ARTICLE 4.17 LAYOFF AND RETURN POLICY

A. Layoff. The CITY reserves the right to lay off employees for lack of work or budgetary reasons.

1. In the event of a layoff, contract employees, temporary employees, seasonal employees, part-time employees, or employees in their initial probationary period in the impacted classification shall be laid off first. Subsequent layoffs within the CITY will be accomplished in the following order:

- a. Class seniority - Seniority based upon full-time appointment to the affected classification.
- b. Sworn Department seniority - Seniority based upon full-time appointment to a sworn classification within the Murrieta Fire Department.
- c. Department seniority - Seniority based upon full-time appointment to a classification within the Murrieta Fire Department.
- d. City Seniority - Seniority based upon full-time appointment to any classification within the City.

- e. Placement upon the eligibility or promotion list for the employee's current classification (i.e., the employee with the lowest placement on the list shall be the first laid off).
 - f. If seniority under "a," "b," or "c" is equal, an employee's performance, based on an average of all the performance evaluations within the current job classification will be evaluated by management to determine the layoff. In the event the average of performance evaluations is equal, education and certifications may be considered to determine the layoff.
2. An employee designated for layoff shall be entitled to "bump" into a position in a job classification in which the employee formerly held a full-time, non-probationary appointment and in which there is an employee with less City seniority.

In order to "bump" into a former job classification an employee must meet the minimum qualifications for that job classification, including the physical ability to perform that assignment. An employee who elects to "bump" to a lower class will be considered to have been laid off from his/her former classification and shall be placed upon a recall list, therefore.

The employee displaced by a "bump" of another employee shall be considered as laid off for the same reason as the person who displaced him/her and shall, in the same manner, be eligible to "bump" as described in the paragraph above. In the event of a tie in City seniority, performance evaluations as described in 1, f above, shall be utilized in implementing the layoff.

- 3. Notice of layoff shall be given to the employee with as much advance notice as possible, but no fewer than fourteen (14) calendar days before the implementation date. When said notice cannot be given, the employee shall be provided with salary and benefit compensation equal to what the employee would have received under the fourteen (14) calendar day notice on a pro-rata basis.
- 4. Laid off employees shall receive compensation, less required taxes, only for applicable accumulated Vacation leave and holiday compensation leave he/she has due. Vacation Leave shall be compensated based upon the total number of accrued Vacation Leave hours multiplied by the employee's base hourly rate of pay.
- 5. An employee shall not continue to accumulate seniority, Vacation Leave, or any other service-related benefits, with the exception to any severance-related benefits the City provided to laid-off employees during the period of time he or she is laid off.

- B. Recall List. The names of full-time, permanent employees who have been laid off shall be placed on a recall list for the position and job classification held at the time of lay-off for a period of twenty-four (24) months.

Individual names may be removed from the recall list for any of the following reasons:

1. The expiration of twenty-four (24) months from the date of placement on the list.
2. Re-employment with the CITY in a regular full-time position.
3. Failure to respond within fourteen (14) calendar days of mailing a certified letter regarding availability for employment from the recall list. The certified letter shall be mailed to the employee's last known address.
4. Failure to report to work within fourteen (14) calendar days of mailing a certified letter containing a notice of recall to a position.
5. Written request to be removed from the list.

- C. Recall. In the event of a recall from a layoff, employees shall be recalled in reverse order of lay-off.

1. Returning employees shall be placed on the same salary the employee occupied at the time of layoff unless a salary reduction for that classification occurred during the period of layoff and shall be entitled to reinstatement of seniority accrued prior to layoff and any accrued leaves for which the employee did not receive payment upon layoff.

Employees recalled to a position in a job classification for which they previously completed a probationary period shall not serve a new probationary period.

2. Employees offered a position at a lower salary level than the salary range for the position held prior to layoff may decline the offer and remain on the Recall List for the remainder of the twenty-four (24) month period.
3. All returning employees must pass a physical examination appropriate for the respective job classification so as to ensure the returning employee is medically capable of performing the required duties. Any Americans with Disabilities Act (ADA) accommodations for disabilities existing prior to the layoff shall be continued and shall not be the reason to deem the recalled employee physically unqualified for the position being offered.
4. When vacancies occur, the CITY shall utilize an existing Recall List prior to conducting an open or promotional recruitment for the positions represented by the ASSOCIATION.

APPROVALS

CITY OF MURRIETA

By: Justin Clifton
Justin Clifton
City Manager

MURRIETA FIREFIGHTERS ASSOCIATION

By: Andrew Hamilton
Andrew Hamilton
President

Andy Stang
Andrew Stang
Vice President