

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CALIFORNIA CITY
And
THE FIREFIGHTERS ASSOCIATION

April 7, 2018 to April 6, 2021

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CALIFORNIA CITY
AND
THE CALIFORNIA CITY FIREFIGHTERS ASSOCIATION

This Memorandum of Understanding ("MOU") is entered into by the and between the City of California City, hereinafter called the "City" and the California City Firefighters Association International Association of Fire Fighters Local 3903, hereinafter called the "Association" or "Union".

ARTICLE I
TERM

The City and the Association agree that the term of this Memorandum of Understanding shall begin on April 7, 2018 and end on April 7, 2021. This MOU specifically supersedes and replaces the prior MOU between the City and the Association, any and all extensions or addenda to the prior MOU.

ARTICLE II
RENEWAL

The City and the Association further agree that meeting and conferring over the renewal or continuation of the Memorandum of Understanding shall be initiated and conducted in such a manner that every effort will be made to reach an agreement prior to the expiration of this MOU. If no agreement is reached on or before the expiration of the MOU, the terms of the MOU shall remain in effect until an agreement is reached or the duty to "meet and confer in good faith" has been exhausted. It is further agreed that nothing in this MOU shall in any way diminish the rights of the employees, the City, or the Association as established by the City Municipal Code, laws of the State of California, or by the Public Safety Officers Procedural Bill of Rights Act (Government Code Section 3300).

ARTICLE III
EQUAL OPPORTUNITY EMPLOYMENT

The City and the Association agree that the provisions of the Memorandum of Understanding shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, sexual orientation, age, national origin, political, or religious affiliation or Association membership.

ARTICLE IV
ASSOCIATION SECURITY

The City agrees to a Union dues system whereby authorized deductions will be withheld and

44 paid to the Union consistent with current Government Code applying to the collection and
45 payment of Union dues.

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ARTICLE V

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ASSOCIATION REPRESENTATIVES

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50 The City agrees that the Association shall be permitted to maintain not more than three (3), one
51 (1) per duty, suppression shift association representatives on the job, to receive complaints and
52 to see that the terms and conditions of this Memorandum of Understanding are being observed.
53 The City also recognizes the right of the Association Representatives to participate in the first
54 discussions on grievances, particularly on the application of the terms of this MOU. The
55 Association shall notify the City Manager by letter of the names of the Association
56 Representatives upon appointment.

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ARTICLE VI

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MAINTENANCE OF BENEFITS

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61 All present polices specifically relation to matters within the scope of representation as set forth
62 in the personnel manual shall continue to be observed, except as modified by the Memorandum
63 of Understanding or altered by the City after consultation with the Firefighters Association or,
64 failing a response to the offer of consultation, after a reasonable period of time thereafter.

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ARTICLE VII

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SAVINGS PROVISION

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69 If any provisions of the Memorandum of Understanding are held to contrary to law by a court
70 of competent jurisdiction, such provisions will not be deemed valid and continue in full force
71 and effect.

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ARTICLE VIII

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CITY'S RIGHTS AND RESPONSIBILITIES

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75 The City retains, solely and exclusively, all the rights, powers and authority exercised or held
76 prior to the execution of the Memorandum of Understanding. Without limiting the generality of
77 the foregoing, the rights, powers, and authority retained solely and exclusively by the City and
78 not abridged herein, include but are not limited to the following: to manage and direct its
79 business and personnel; to manage, control, and determine the mission of its departments,
80 building facilities in whole or in part; to direct the work force; to increase or decrease the work
81 force and determine the number of employees needed, to hire, transfer, promote and maintain the

82 discipline and efficiency of its employees; to establish work standards, and reasonable workload;
83 to specify or assign work requirements, and require overtime; to schedule working hours and
84 shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and
85 scope of work to be performed and the services to be provided; to determine the methods,
86 processes, means and places of providing services and to take whatever action necessary to
87 prepare for and operate in an emergency.

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**ARTICLE IX
MEDIATION**

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92 At the request of either the City of the Firefighters Association, the State Conciliation Service
93 will be utilized in an advisory capacity with regard to any grievance that arises out of the
94 Memorandum of Understanding. The service will be utilized if the Association and City
95 Manager cannot reach an agreeable solution.

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**ARTICLE X
WORKWEEK**

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100 A. Fire Department Suppression personnel shall work a fifty-six (56) hour work week.
101 Normal working hours will be 0800-1700 hours. The work week will normally include
102 eight (8) hours sleeping time during any assigned twenty-four (24) hour shift. During
103 an assigned 24 hour period/work shift, the following will be allowed: one (1) hour for
104 lunch, one (1) dinner hour, and one (1) hour for physical fitness.

105

106 In accordance with the provisions of the Fair Labor Standards Act, the work cycle
107 consists of twenty-eight (28) consecutive days. Each work shift is forty-eight (48)
108 hours beginning at 0800 hrs. on the first day and ending at 0800 hrs., 48 hours later.

109

110 The standard department work shift schedule (also known as a “platoon” schedule) will
111 be in the form of the following:

112

113 **48 hrs. (2 days) on duty;**

114 *48 hrs. (2 days) off duty;*

115 **48 hrs. (2 days) on duty;**

116 *48 hrs. (2 days) off duty,*

117 **48 hours (2 days) on duty;**

118 *and 192 hrs. (8 days) off duty - always to maintain a 56-hour work week average.*

119

120 Three platoons: A, B and C, will operate based upon a modified (and rotating) fire
121 department, "Kelly" Schedule, this most closely matching Kern County Fire
122 Department's current work schedule.

- 123
124 B. The City will provide each firefighter with "Shift Calendars" on an annual basis.
- 125 C. Prevention personnel shall work a forty (40) hour work week. Normal working hours
126 will be 0800-1700 hours. One (1) hour, per shift, will be allowed for lunch.
- 127
128 D. **Shift Exchange:** Subject to the Department Head's prior written approval, employees
129 may exchange shifts, or parts of shifts, when exchange neither interferes with the
130 operation of the Fire Department nor requires an additional expense to the City.
- 131
132 E. **Shift Transfers:** All employees shall obtain "Bid Rights" upon successful
133 completion of probation or after fulfilling the 6-month obligation of an awarded
134 "Bid Request".

135
136 All vacancies shall be submitted to all personnel for bid and shall be posted on
137 station bulletin boards for at least 12 days prior to the filling of such vacancies.
138 Vacancies shall include, (1) New Positions, (2) Promotions, (3) Separations from
139 service, and (4) Demotions. Such vacancies shall not be filled permanently until
140 after expiration of the 12-day period. All vacancies shall be filled from the "Bid
141 Requests" submitted to the Fire Chief and on file on the closing date. Employees
142 with equal rank to that of the posted vacancy and who have current "Bid Rights"
143 may submit a "Bid Request" for the posted vacancy(-ies). Each employee of the fire
144 department will be assigned a seniority number. The seniority number denotes an
145 individual's position in department seniority. Seniority numbers will be assigned in
146 the order of the hiring of the employees. Employees with the lowest seniority
147 number have the greatest department seniority. "Bid Requests" shall be awarded on
148 the basis of the lowest seniority number of the personnel submitting them and being
149 qualified for the position/rank which is available. The employee that is awarded the
150 "Bid Request" will not have "Bid Rights" for 6 months from the date of the "Bid
151 Request" award.

- 152
153 F. **Mutual Shift Transfers:** Two employees of equal rank, and in the case of specialty
154 positions, meeting the minimum requirements, may request a mutual transfer. Mutual
155 transfers will not be honored when changes of employee status are immediately
156 pending.

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Request for mutual transfer shall be submitted on a "Mutual Transfer Agreement" by both parties to the Fire Chief, who shall either approve or disapprove such request. Disapproval shall only be done if just cause is shown by the Fire Chief.

Both parties shall sign the "Mutual Transfer Agreement" which outlines the following terms:

- 1.) No money, gift, award, or any other type of gratuity has or will be exchanged as a condition of the mutual transfer.
- 2.) The transfer shall be in effect for a period of 12 months. Neither party involved will have "Bid Rights" during that time, except as specified herein.
- 3.) If, within a 12-month period, either party involved in the mutual transfer, separates, or promoted, the remaining party must comply with the mutual transfer process outlined. Terminations for cause, non-preexisting injuries resulting in retirement, and departmental transfers are not subject to this paragraph.
- 4.) The following mutual transfer process will be followed in the event of the preceding paragraph:
 - a) The original position occupied by the person terminating, separating, or promoting will be put up for bid. (This will be the station currently being occupied by the remaining party).
 - b) The remaining party may bid the position they now occupy through normal bidding procedures. This is the only bid allowed to the remaining party.
 - c) If remaining party is unsuccessful in bidding the position, they must return to the station originally occupied. (This will be the position currently being occupied by the person who is terminating, separating or promoting). The remaining party will not have "Bid Rights" for the remainder of the 12-month period. A promotion or demotion fulfils this 12-month requirement.
- 5.) **Overtime Callback:** In the event that opportunities for work outside of normal shift scheduled arise, the Fire Chief or his/her designee shall assign the work to qualified and available employees based on the needs of the City. Overtime shall be offered to an available employee on a rank-for-rank basis provided by the California City Fire Department Administrative Policy 100.10 dated 01/13/00

193 (Attachment 1) until the assignment is filled. The Standard hourly rates schedule
194 for working out of class (up or down) shall be updated within the policy to reflect
195 merit and salary increases as they occur. The policy shall be updated as necessary
196 to reflect personnel changes. Overtime under this paragraph consist of coverage
197 provided for vacation, sick leave, and mandatory training.

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ARTICLE XI

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DEPARTMENT/RANK SENIORITY

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202 A. **Departmental Seniority:** Seniority shall be determined by the continuous service in the
203 Fire Department, calculated from the date of employment. Continuous service shall be
204 broken only by resignation, discharge or retirement. Employees with the same
205 employment date shall be assigned to the seniority list in order of their ranking on the
206 Eligibility list from which they were hired.

207

208 In the event of a layoff of one or more employees, the employee(s) with the least
209 Departmental Seniority shall be laid off first. Successive layoffs shall be affected on the
210 same basis of least Departmental Seniority. Seniority shall prevail with respect to the
211 choosing of shift assignments, station assignments and vacation leave.

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213 B. **Rank Seniority:** Rank seniority shall consist of the relative length of accumulated
214 service of each employee, in his/her respective rank, Example: Battalion Chief, Fire
215 Captain, Fire Engineer, Firefighter, Fire Prevention Officer, etc.

216

217 Seniority within the ranks will be determined by the date the employee was
218 hired/promoted to the title he/she holds. In the event that two or more employees have the
219 same date of promotion, their rank seniority will be determined by the department
220 seniority. In the event that two or more employees have the same department seniority
221 date, their rank seniority will be determined by their numerical position on the Eligibility
222 list.

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**Article XII
STAFFING**

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227 Each shift shall maintain one (1) Captain, one (1) Engineer and two (2) Firefighters - both
228 firefighters of whom must be a Kern County Certified Paramedic.

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**ARTICLE XIII
WAGES**

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- A. **Salary Schedule:** The City and the Association agree to the following Cost of Living (COLA) increase schedule for the term of this contract: twenty percent (20%), rewarded retroactively, effective to April 7, 2018; a subsequent COLA increase of six (6) percent also rewarded retroactively, effective April 7, 2019; and finally, an increase in COLA of six (6) percent for the final year of the contract, April 7, 2020. To add, and for further clarification, all retroactive payments will be calculated to include both regular wage and overtime adjustments in final payout.

- B. **Step-in Grade and Step Incremental Plan:** The continuation of the step incremental plan whereby each year after receiving a Meets Expectations evaluation, an employee will be eligible for an increment increase to the next step level in the employee's grade up to step 6. Employees will be expected to rate at "Meet Expectations" which is defined as: "This is used to indicate an employee who is doing a good job. An employee at this level is meeting the high level of performance expected of City employees. He/she is consistently meeting the agreed upon standards for his/her position."

- C. **Longevity Pay:** Employees shall receive longevity pay according to the following schedule:
 - 1.) Two percent (2%) at the completion of ten (10) years continuous service.
 - 2.) Two percent (2%) at the completion of fifteen (15) years continuous service.
 - 3.) Two percent (2%) at the completion of twenty (20) years continuous service.
 - 4.) Two percent (2%) at the completion of twenty-five (25) years continuous service.
 - 5.) Two percent (2%) at the completion of thirty (30) years continuous service.

- D. **Computation of Hours:** Hours during a work period which are listed as regular hours, overtime hours, and annual leave hours will be credited as "hours worked" for purposes of computing overtime pay. Overtime pay will be paid at 1.5 times the regular rate of pay, in accordance with the FLSA.

- E. **Direct Deposit Program:** The City has established a direct deposit program whereby payroll and other reimbursement checks from the City to employees may be directly deposited to banking institutions (including banks, savings & loans, and credit unions).

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F. California Public Employees Retirement System ("CalPERS") Contribution
(provisions):

- 1.) All monies deposited by the employer on behalf of the employee belong solely to the employee should the employee leave CalPERS for any reason.
- 2.) The amounts paid by the City are employees' contributions and are paid by the City to partially satisfy the employee's obligation to contribute to CalPERS.
- 3.) An employee has no option to receive the contributed amounts directly instead of having them paid to CalPERS on behalf of the employee.
- 4.) It is understood and agreed to by the parties that payment of the CalPERS contribution is made subject to continued Internal Revenue Service (IRS) approval of reporting procedures.
- 5.) The *Survivors Benefit* is set at a level four as part of the entitlement of the retirement system for Fire Personnel. The cost of the Survivors Benefit above level one shall be paid from the CalPERS Reserve Fund. Fire Employees will pay the additional cost through payroll deduction upon depletion of the Reserve.
- 6.) "Classic" Public Safety personnel, as that term is defined by CalPERS, will fall under the CalPERS contract of 3% @ 50, last highest year computation, and option of purchasing CalPERS sick leave credits effective as soon as appropriate contract amendments can be made.

G. Call Back Compensation: Any employee who is called back to work shall receive a minimum of two (2) hours FLSA overtime credit as it falls under the 28-day work cycle. Minimum time credit for mandatory drills and meetings will be two (2) hours.

H. Bi-lingual Stipend: The ability to speak a “second language” while working in the emergency services is a valuable asset for an employee to possess. An employee who can be designated to assist in times of language barrier translation need, while having the ability to be able to communicate without difficulty conversational and cursory medical conversational in a second language, will be compensated by the City in the form of a two percent (2%) wage stipend added to their hourly earnings. Note: stated otherwise, if an employee’s secondary language skills can be used to translate at any time while on duty, the City acknowledges that this skill will be reimbursed via the stipend.

I. Fitness Incentive: Each active Fire Department member shall receive a \$ 25.00 a month to a physical fitness center of your choice with proof of membership. The membership fees will be added monthly to employee paychecks.

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**ARTICLE XIV
HOLIDAYS**

In accordance with the Personnel Manual, specific holidays observed by the City shall not pertain to fire suppression personnel. In lieu of the specified holidays, suppression personnel shall receive nine (9) hours of straight-time pay each pay period (9.75 hours on twice-monthly payroll schedule). Prevention personnel (40 hr/wk employees) will receive holidays in accordance with the Personnel Manual.

**ARTICLE XV
VACATION**

A. **Vacation Accrual:** Employees shall accrue vacation according to the following schedule based on time in service:

Prevention personnel:

- 1.) One to three (1 to 3) years of service: vacation accrued at eight (8) hours per month.
- 2.) Four to ten (4 to 10) years of service: vacation accrued at sixteen (16) hours per month.
- 3.) Over ten (10) years of service: vacation accrued at eighteen (18) hours per month.

Suppression personnel:

- 1.) One to three (1 to 3) years of service: vacation accrued at twelve (12) hours per month.
- 2.) Four to ten (4-10) years of service: vacation accrued at eighteen (18) hours per month.
- 3.) Over ten (10) years of service: vacation accrued at twenty-four (24) hours per month.

B. **Vacation Carryover:** The maximum vacation and earned compensatory time that a prevention employee may have credited as of July 1 of each year is the equivalent of ten (10) months at the employee's current rate. The maximum vacation and earned compensatory time that a suppression employee may have credited as of July 1 of each year is the equivalent of eighteen (18) months at the employee's current rate.

C. **Vacation Sell Back:** Each employee may sell back up to a maximum of three thousand dollars (\$3000) worth of accrued vacation and compensatory time as of June 30th of each year. An employee's time that is eligible for sell back is limited to those hours that exceed

342 96 as of June 30th, except as provided operation of paragraph C of this article. Annual
343 amount spend is dependent upon amount of eligible full-time employees who sell back
344 vacation.
345

346 Any employee who has carryover time in excess of that specified in paragraph C of this
347 article shall have the excess balance frozen at the carryover level. The employee shall
348 receive a payoff for the excess balance in a lump sum.

349 **ARTICLE XVI**
350 **SICK LEAVE**

351
352 A. **Sick Leave Accrual:** Employees shall accrue sick leave according to the following
353 schedule:

354 Prevention personnel: Prevention personnel will accrue sick leave at eight (8) hours
355 per month. Sick leave will be capped at three hundred (300) hours. The City will pay
356 out those hours excess of 300 hours annually at 100%.

357
358 Suppression Personnel: Sick leave shall be accrued at the rate of eleven and two-
359 tenths (11.2) hours per month for Suppression personnel. When sick leave issued for
360 an entire twenty-four (24) hours shift, employees will be charged eleven and two-
361 tenths (11.2) hours of sick leave. Sick leave will be capped at three hundred (300)
362 hours. The City will pay out 134 hours in the form of *Sick Leave Buyback* annually,
363 at the end of June 30th each year.

364
365 B. **Sick Leave Payoff:** Employees will receive seventy-five percent (75%) payoff of sick
366 leave upon separation from service after seven (7) consecutive years of satisfactory
367 service and fifty (50%) before seven (7) consecutive years of satisfactory service.
368 Employees will have the option to purchase PERS retirement credits with unused sick
369 leave.

370
371 **ARTICLE XVII**
372 **FAMILY DEATH LEAVE**

373
374 The City shall authorize family death leave with pay for a regular employee due to the death of a
375 parent, spouse, child, grandparent, brother, sister, mother-in-law, father-in-law, or death of any
376 child or close relative who resided with the employee at the time of death. The employee shall
377 give notice to the immediate supervisor in advance when taking such leave. Absence shall be

378 limited to the time actually required and shall not exceed three (3) work days for any one (1)
379 death.

380 **ARTICLE XVIII**
381 **EMPLOYEE PROBATIONARY STATUS**

382
383 All new and promotional appointees to Fire Department positions shall serve a probationary
384 period of twelve (12) months. Should the Fire Chief and City Manager subsequently determine
385 that a longer period of probation is required for an employee, the employee shall be informed in
386 writing of the length of the extension, not to exceed six (6) months, and the reasons, therefore.

387
388 **ARTICLE XIX**
389 **HEALTH, DENTAL AND VISION INSURANCE PROGRAM**

390
391 A. Effective with the execution of this MOU the City and Union agree that a Collective
392 Health, Dental, and Vision (HDVB) bargaining unit will be established to advise the City
393 on all issues HDVB issues relating to cost and levels of coverage an negotiate the relative
394 contribution levels between the employees and the City. The Collective HDVB
395 bargaining will be made up one (1) representative from the CC Miscellaneous Employees
396 Union, the CC Firefighters Association, the CC Police Officers Association and the City.
397 At least annually prior to the development of the City’s annual budget the HDVB Unit
398 will meet to assess the current cost of HDVB coverage available to the City, study viable
399 alternatives, develop a proposal for the distribution of the cost of HDVB between the
400 City and the Employees that is mutually agreeable between the HDVB Unit and the City.

401
402 B. Effective July 1, 2019, the City shall pay employees for HDVB benefits coverage
403 monthly:

- 404 1.) Single Employees: \$950
- 405 2.) Employee, with 1 dependent: \$1,050
- 406 3.) Employee, with 2 or more dependents: \$1,500
- 407

408
409 All future payments by City to employees for HDVB benefits shall be a agreed to by the
410 City and the HDVB Collective Bargaining Unit by separate joint MOU.

411
412 C. Employees who provide proof of comparable HDVB benefits being provided by another
413 policy of coverage may elect to direct the cash equivalent of the HDVB Benefits as
414 additional income or deposited to an available City sponsored deferred compensation.
415 Those employees who are covered as a dependent if another City employee’s HDVB
416 benefits are eligible to receive the equivalent cost of the City HDVB benefits cash noted
417 above. Those selecting the cash payment shall be responsible for the taxes on such
418 payment.

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ARTICLE XX
UNIFORM ALLOWANCE

The city will purchase or provide standard uniforms and required safety clothing for each firefighter. Replacement of non-serviceable uniforms and safety clothing shall be made upon authorization and approval of the Fire Chief. Uniforms and safety clothing shall meet NFPA standards.

Each firefighter will receive a total of \$1,400 annually uniform allowance as applied to the following categories:

A. CLASSIC Employees: All Association members hired by the City on or before December 31, 2012 or who are defined as CalPERS Classic Employees shall be provided with pensionable uniforms equal to \$1,400.00 annually. As per the Internal Revenue Code IRCSS162; Reg.SS1.162(C)(1) the money paid to you for the uniform allowance is considered wages and will be taxed accordingly.

Classic members of the following ranks are eligible to receive the uniform allowance as defined in this section: Fire Captain, Fire Engineer and Firefighter/Paramedic.

B. TIER II Employees: There were no Fire Association members hired between December 18, 2012 and January 1, 2013 that would meet the TIER II pensionable compensation requirement. Therefore, Tier II is not applicable to the Fire Fighters Association or this Memorandum of Understanding.

Note: any person hired with the Firefighter’s Association After January 1, 2013, with previous PERS credit, will be included in the Classic Pensionable Compensation program.

C. PEPRA Employees: All Association members hired by the City on or after January 1, 2013 who are defined as CalPERS. The annual \$1,400.00 value of the uniform is not included as pensionable compensation.

PEPRA members of the following ranks are eligible to receive the uniform allowance as defined in this section: Fire Captain, Fire Engineer and Firefighter/Paramedic.

ARTICLE XXI
EDUCATIONAL INCENTIVE

In order to continue to foster professional education and increase job skills of its employees, the City agrees to modify the educational incentive schedule to the following: for all fire suppression staff upon employment with the City, the cumulative total of which the educational incentive shall not exceed ten percent (10%) of the employee's hourly rate given the following cumulative three categories:

455 A. Two and one-half percent (2.5 %) of the employee's hourly rate rewarded to the
456 employee for possession of no more than one (1) of the following in this section:

- 457
- 458 1.) Certification by the State Fire Marshal as a Firefighter II *or*
- 459 2.) Associate of Arts (A.A.) or Associate of Science (A.S.) degree;

460 B. An additional two and one-half percent (2.5%) of the employee's hourly rate rewarded
461 to the employee for no more than (1) of the following in this section:

- 462
- 463 1.) Certification by the State Fire Marshal as a Fire Officer *or*
- 464 2.) Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) Degree, *and*;
- 465

466 C. In addition to the total of 5% wage reward between Sections A & B, a final five
467 additional percent (5%) of the employee's hourly rate will be rewarded for
468 possession of the following: Certification as a Kern County Paramedic.

469 **ARTICLE XXII**
470 **PROFESSIONAL EDUCATION**

- 471
- 472 A. **Off-Duty Education:** The City shall reimburse employees one hundred percent (100%)
473 of tuition and shall pay one hundred (100%) of the cost of books required while attending
474 school. Employees who receive reimbursement pursuant to this provision shall provide
475 one calendar year of service following completion of the respective degree/certificate or
476 shall reimburse the City the full amount of the textbook and tuition payments.
- 477 B. **On-Duty Education:** The City agrees to permit all personnel, including probationary
478 firefighters, to participate in professional education. The City further agrees that
479 attendance at education courses attended to satisfy City, County, State and Federal
480 requirements shall be deemed on-duty time and the City shall pay for registration and
481 fees as well as mileage, meals, and lodging to attend classes.
- 482 C. The City agrees to pay California State Firefighters Association dues on behalf of
483 regular and reserve firefighters.
- 484

485 **ARTICLE XXIII**
486 **CRITICAL INCIDENT DEBRIEFING**

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488 The City will institute a critical incident debriefing program through a mutually agreeable
489 counseling service, at City expense. Employee Assistance Program has been established through
490 Optum Services.
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**ARTICLE XXIV
LOST OR DAMAGED EQUIPMENT**

Personnel equipment damaged or stolen during the normal course of employment will be replaced by the City if the employee using or responsible for the equipment exercised normal care in the use or storage of the equipment. If the equipment is stolen, it must be reported to the Police Department.

**ARTICLE XXV
CLAIMS REVIEW BOARD**

The City shall implement a Claims Review Board as set forth in the following: "EMPLOYEE CLAIMS FOR PERSONAL PROPERTY DAMAGE AND LOSS"

A. Personal Property Loss Or Damage: If an employee suffers a loss or damage to personal property or prostheses, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing in the line of duty, the Claims Review Board may authorize payment from City funds of the cost of replacing or repairing such personal property, subject to the following conditions:

- 1.) The employee must demonstrate to the satisfaction of the Board that the personal property or prostheses made the subject of the claim was necessarily worn, carried, transported, or used in a manner consistent with the employee's work assignment at the time of the loss or damage.
- 2.) In a claim for lost or damaged money (coins or currency), the employee must demonstrate to the satisfaction of the Board that carrying that amount of money was reasonable and necessary under all circumstances surrounding that job assignment at the time of the loss or damage.
- 3.) The employee must demonstrate to the satisfaction of the Board that the loss or damage was not occasioned by an intentional or negligent act of the employee.
- 4.) The employee must submit an appropriate claim.

B. Claim Procedure: Any employee seeking payment shall, within five (5) working days after the loss or damage occurred, present a verified claim to the Fire Chief setting forth the facts and circumstances under which the personal property was lost or damaged and the extent of the loss or damage. Damaged personal property must be submitted with the claim. If the claim is for lost property, and if damaged property is not submitted with the claim, the employee must include an affidavit explaining the circumstances of the loss or damage and the reasons for not submitting the damaged property. The claim must also be accompanied by a statement by a qualified person estimating the cost of both repair and replacement of said property.

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C. DUTIES OF THE DEPARTMENT HEAD: The Fire Chief shall consider whether the claim meets the criteria and conditions established, recommend approval or disapproval of the claim, and forward the claim and recommendation without delay to the Claims Review Board. The recommendation must be accompanied by a written statement of the reason or reasons for the recommendation.

D. CLAIMS REVIEW BOARD: The Claims Review Board shall consist of three {3} members-the Personnel Director or authorized representative, one (1) City department head or authorized representative, and one (1) representative from the Association.

The Claims Review Board shall annually elect a chairman. The Board shall meet from time to time as determined necessary by the chairperson, to review and allow or deny claims presented pursuant to the provisions of this Article.

In deciding upon claims, the Board shall examine and consider all the facts and circumstances in determining if the loss or damage occurred in the line of duty and meets the required conditions. If the Board's recommendation is for the payment of an employee claim for damages to property, there shall also be included a recommendation as to whether the item should be repaired or replaced. A copy of the Board's decision shall be filed with the employee, the Fire Chief, and the City Manager.

Upon receipt of the Board's decision allowing acclaim, the City Manager shall authorize payment to the employee in accordance therewith. In the event the Board denies the claim, the employee shall have the right to appeal to the City Manager by filing the appeal within fifteen (15) days of the date of its denial. Such an appeal may be in letter form and shall be filed with the City Clerk. The decision of the City Manager shall be reached after consideration of the employee's claim and the Claims Review Board's denial. The decision of the City Manager shall be final.

CERTIFICATION

CITY OF CALIFORNIA CITY

DocuSigned by:
Anna Linn

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Anna Linn, Date 5/14/2019
Interim City Manager

FIREFIGHTERS LOCAL 3903

DocuSigned by:
Uvaldo Guerrero

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Uvaldo Guerrero, President Date 5/14/2019
California City Professional FF Association